

COMMITTEE REPORT

HS-23-24

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2024 for the period of one year; and

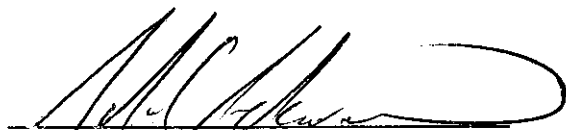
WHEREAS, the Village of Creve Coeur shall pay the County the sum of \$8,869.20 for the services.

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

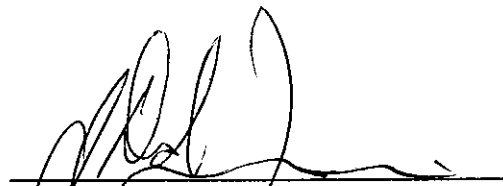
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, the Mayor of Creve Coeur and the Auditor of this action.

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT

FOR

ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2024, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF CREVE COEUR, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$8,869.20, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

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


6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1ST day of JANUARY, 2024 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

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

PASSED this 15th day of November 2023.



Tazewell County Board Chairman

ATTEST: 


Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

Annual Amount: \$8,869.20
Monthly Amount: \$739.10

COMMITTEE REPORT

HS-23-25

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

WHEREAS, The County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2024 for the period of one year; and

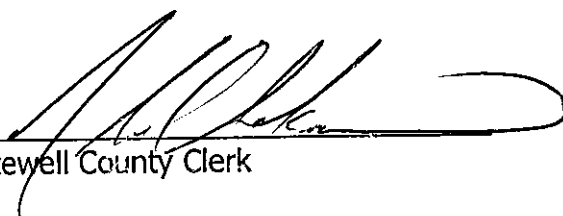
WHEREAS, the City of Marquette Heights shall pay the County the sum of \$3,646.50 for the services.

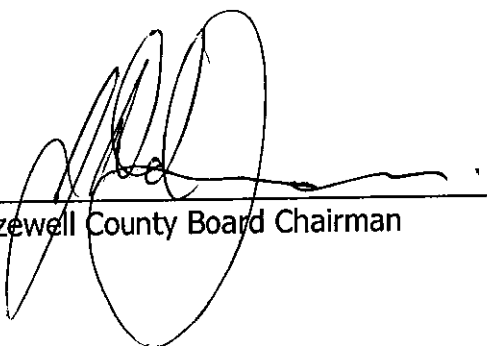
THEREFORE BE IT RESOLVED that the County Board approve this agreement.

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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT

FOR

ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2024, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the CITY OF MARQUETTE HEIGHTS, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$3,646.50, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

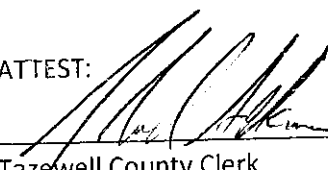
1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an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

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1ST day of JANUARY, 2024 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

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

PASSED this 15th day of November 2023


Tazewell County Board Chairman

ATTEST:


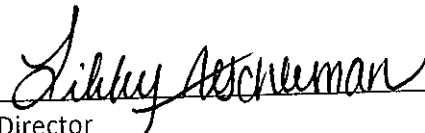
Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

Annual Amount: \$3,646.50

Monthly Amount: \$303.86

COMMITTEE REPORT

HS-23-26

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2024 for the period of one year; and

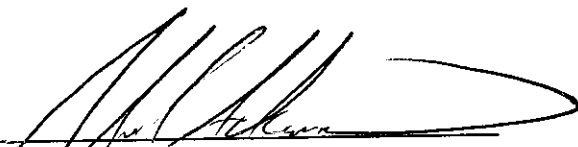
WHEREAS, the Village of Hopedale shall pay the County the sum of \$1,211.70 for the services.

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


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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2024, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF HOPEDALE, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

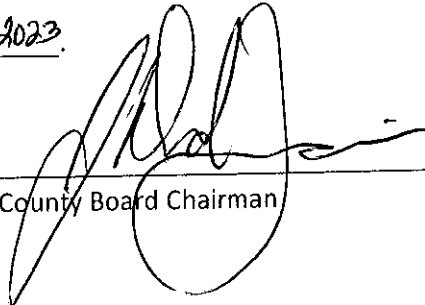
In consideration of the payment by Municipality to the County of the sum of \$1,211.70, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

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

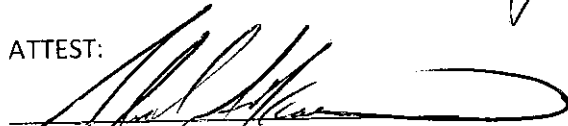
6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1ST day of JANUARY, 2024 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

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

PASSED this 15th day of November 2023.



Tazewell County Board Chairman

ATTEST:


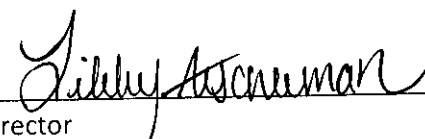
Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

Annual Amount: \$1,211.70

Monthly Amount: \$100.98

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective June 1, 2024 for the period of one year; and

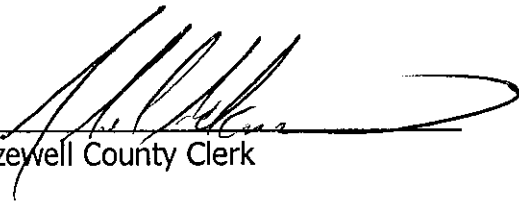
WHEREAS, the Village of Tremont shall pay the County the sum of \$2,347.41 for the services.


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

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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JUNE, 2024, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF TREMONT, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$2,347.41, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

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

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1ST day of JUNE, 2024 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

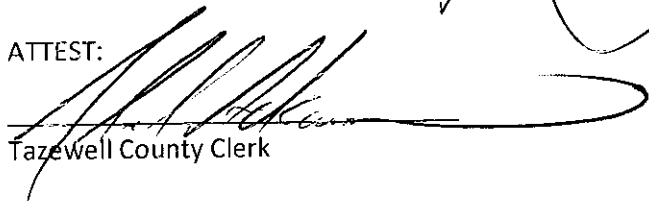
19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.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

PASSED this 15th day of November 2023.



Tazewell County Board Chairman

ATTEST:



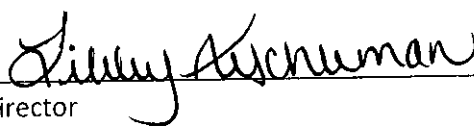
Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

Annual Amount: \$2,347.41

Monthly Amount: \$195.62

COMMITTEE REPORT

HS-23-28

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2024 for the period of one year; and


WHEREAS, the Village of North Pekin shall pay the County the sum of \$2,202.88 for the services.

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


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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2024, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF NORTH PEKIN, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$2,202.88, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

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

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1ST day of JANUARY, 2024 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

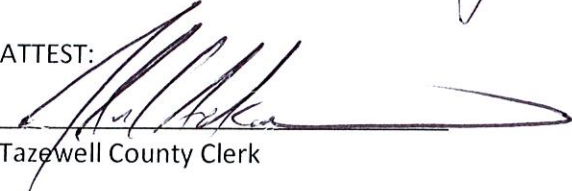
19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.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

PASSED this 15th day of November 2023.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

Annual Amount: \$2,202.88

Monthly Amount: \$183.57

COMMITTEE REPORT

HS-23-29

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2024 for the period of one year; and


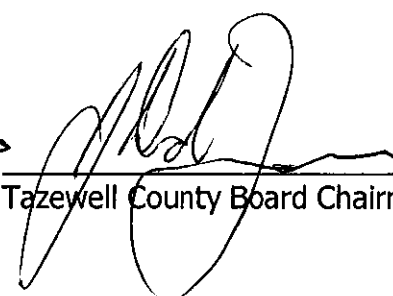
WHEREAS, the Village of Deer Creek shall pay the County the sum of \$804.14 for the services.

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

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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:

 <hr style="width: 100%; border: 0.5px solid black;"/> <p>Tazewell County Clerk</p>	 <hr style="width: 100%; border: 0.5px solid black;"/> <p>Tazewell County Board Chairman</p>
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INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2024, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF DEER CREEK, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

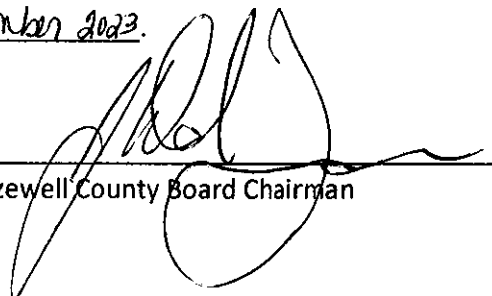
In consideration of the payment by Municipality to the County of the sum of \$804.14, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

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

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1ST day of JANUARY, 2024 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

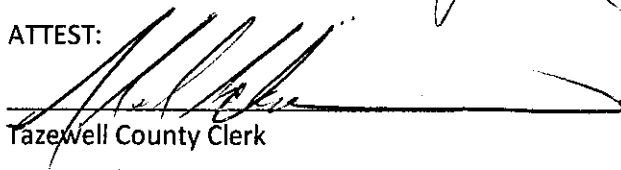
19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.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

PASSED this 15th day of November 2023.



Tazewell County Board Chairman

ATTEST:



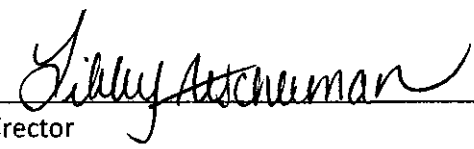
Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

Annual Amount:

\$804.14

Monthly Amount:

\$67.01

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2024 for the period of one year; and

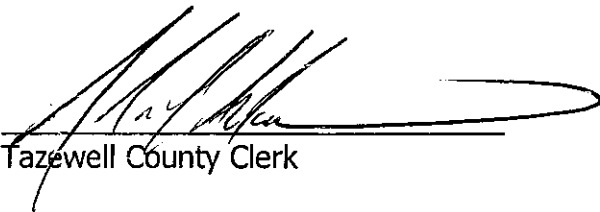
WHEREAS, the Village of Green Valley shall pay the County the sum of \$937.21 for the services.

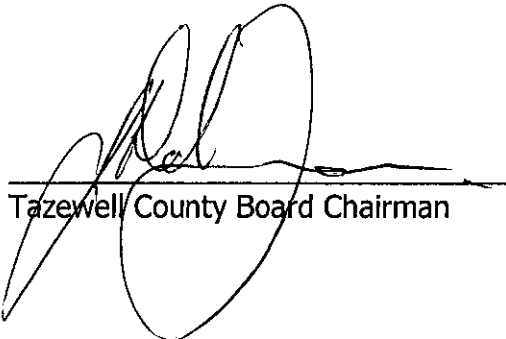
THEREFORE BE IT RESOLVED that the County Board approve this agreement.

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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT

FOR

ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2024, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF GREEN VALLEY, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$937.21, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

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

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1ST day of JANUARY, 2024 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

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

PASSED this 15th day of November 2023



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

Annual Amount: \$937.21

Monthly Amount: \$78.10

COMMITTEE REPORT

HS-23-31

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

WHEREAS, The County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2024 for the period of one year; and

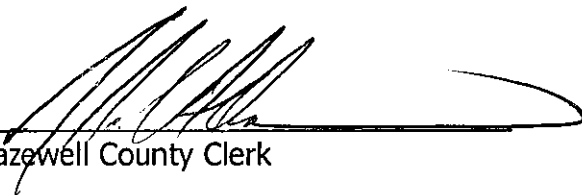
WHEREAS, the Village of Armington shall pay the County in the sum of \$545.13 for the services.

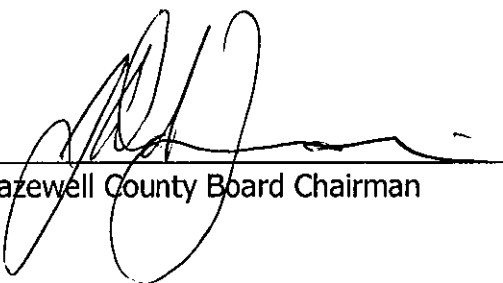
THEREFORE BE IT RESOLVED that the County Board approve this agreement.

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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2024, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF ARMINGTON, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$545.13, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

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

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1ST day of JANUARY, 2024 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.


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

PASSED this 15th day of November 2023



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

Annual Amount: \$545.13

Monthly Amount: \$45.43

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2024 for the period of one year; and

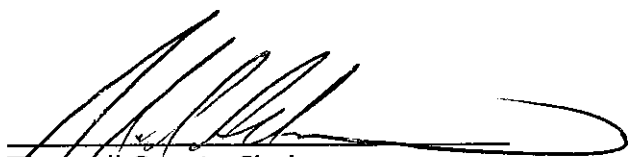
WHEREAS, the Village of Morton shall pay the County the sum of \$14,457.11 for the services.

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

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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2024, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF MORTON, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$14,457.11, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

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

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. For each animal impounded from within the municipality, the County shall provide a clear digital image of the animal to an agreed representative of the village, along with any relevant information about the animal, as soon as practicable. The Village shall provide notice to the County of a single agreed representative for notification purposes.
12. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
13. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
14. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
15. This Agreement shall become effective on the 1ST day of JANUARY, 2024 and shall be in full force and effect for a period of 1 year.
16. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
17. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.

18. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
19. This contract may not be assigned by either party without the written consent of the other party.
20. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
21. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
22. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this 15th day of November 2023



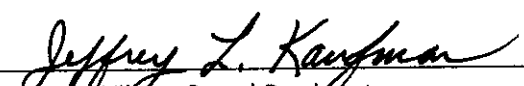
Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

Annual Amount: \$14,457.11

Monthly Amount: \$1,204.76

COMMITTEE REPORT
LU-23-23
(ZBA Case No. 23-63-S)

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 following review of the ZBA report and a findings of fact thereon as provided by law, your said Committee recommends that the petition for said Special Use be APPROVED by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board APPROVE this petition;

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

Adopted this 15th day of November, 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 TAZEWELL COUNTY
ON PETITION OF SOLAR PROVIDER GROUP, LLC
D/B/A DRAGON'S BREATH SOLAR**

(Zoning Board Case No. 23-63-S)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, by Solar Provider Group, LLC d/b/a Dragon's Breath Solar 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- 63-S was held by the Tazewell County Zoning Board of Appeals on November 1, 2023, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval with the following conditions:

1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).
2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease 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.
3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
4. Vegetative screening, such as a species of pine tree, shall be 3-5' at planting as proposed in the application and in any other location as determined desirable by the Community Development Administrator; 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 approval for the construction of a 5megawatt solar farm facility. This proposed special use is a permitted special use with an A1 district according to Tazewell County Zoning Code and according to the project site plan, incorporates all necessary setbacks. Therefore, the proposed special use conforms to Tazewell County's 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.*

(POSITIVE) The Tazewell County Comprehensive Plan identifies a need to support nontraditional agricultural activities to provide supplementary income to farmers to support the financial viability of farms. The plan specifically identifies wind farms but solar farms can also provide a supplementary income, therefore the proposed special use is consistent with the comprehensive plan.

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.*

(POSITIVE) The properties directly adjacent to the property in question are farmland with no residential housing. The current landscape of the neighborhood provides minimal visual

impacts due to the neighborhood's low activity, but a pollinator garden will be added around the site to provide aesthetically pleasing screening.

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.*

(POSITIVE) The proposed special use will not create off-site odors, vibrations, noise, smoke, or debris. The proposed special use will be constructed using Tazewell County's Zoning Code standards and the pollinator garden will provide additional screening.

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.*

(POSITIVE) Both the Tazewell County Zoning Code and the State of Illinois identify solar farms as a permitted special use within agricultural districts. Alignment with the code by following the required setbacks and the added design feature such as the pollinator garden minimize any adverse effects to the enjoyment of the properties in the immediate vicinity.

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

(POSITIVE) There is no evidence that consistently guarantees that the development of a solar farm will diminish property values for there are studies that support and refute this claim. But efforts are being made to mitigate any impacts to property values such as following Tazewell County Zoning Code, State of Illinois regulations, and the addition of a pollinator garden.

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

(POSITIVE) Per the applicant the project site plans will have an access on the south of the property onto Stringtown Rd. The entrance will be constructed to the Little Mackinaw

Township Commissioner's request, which are to have the entrance be 60 ft wide and use a coated culvert tube. This entrance will be finished with concrete and maintained by the solar company.

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) Per the applicant an ingress and egress will be provided. Traffic will increase slightly only during the construction phase, after which the proposed special use will have a negligible contribution to traffic along Stringtown Rd due to required maintenance occurrences.

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 property in question does contain soil that is prime for agriculture, but the project area will only develop 35 acres of the 84-acre parcel. The remaining 49 acres could still be used for agricultural purposes. The life expectancy of the project is 40 years, after which the 35 acres of the project site can be reverted to farmland.

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

(POSITIVE) The general area surrounding the property in question is agricultural land. According to Tazewell County Zoning Code, the construction of a solar farm is a permitted special use within an agricultural district therefore the proposed special use is consistent with the existing uses in the general area.

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

(Positive) The property in question is zoned A-1 which permits the construction of a solar farm as a special use. According to the site plans the proposed special use conforms to the regulations set by Tazewell County and the State of Illinois. Therefore, the property in question is suitable for the proposed special use.

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

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

SECTION I. The petition of Solar Provider Group, LLC d/b/a Dragon's Breath Solar 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:

Current Owner of Property: Doris Brenneman Trust, c/o Richard Brenneman, Trustee, 9177 McLean Rd., Minier, IL 61759

Currently a Part of P.I.N. 19-19-19-300-002; an approximate 35 +/- acre parcel located in part of the E ½ of the SW ¼ of Sec 19, T23N, R2W of the 3rd P.M., Little Mackinaw Twp., Tazewell Co., IL; located along the N side of Stringtown Rd.

approximately 3/10ths of a mile W of the intersection of Bennett Rd., Minier, IL.

is hereby granted with the following conditions:

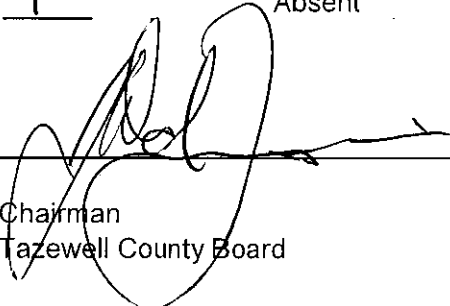
1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).

- 2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease 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.
- 3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
- 4. Vegetative screening, such as a species of pine tree, shall be 3-5' at planting as proposed in the application and in any other location as determined desirable by the Community Development Administrator.

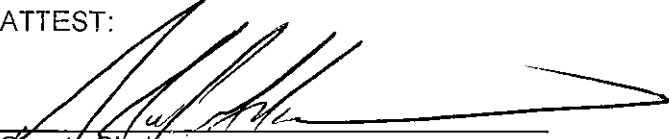
SECTION II. The Community Development Administrator of Tazewell County is hereby authorized and directed to issue any permit for said Special Use.

PASSED AND ADOPTED this 15th day of November, 2023.

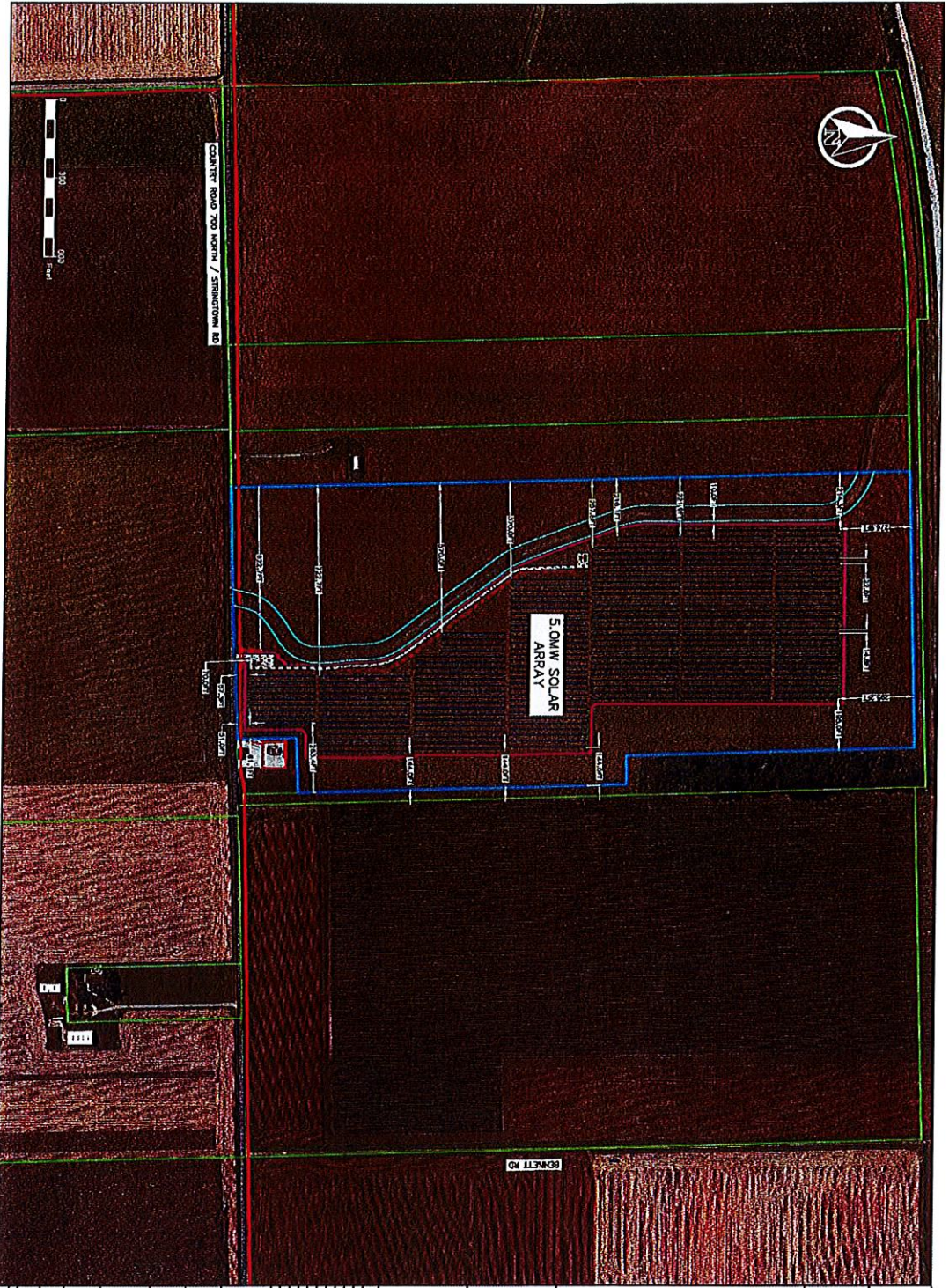
15 Ayes 5 Nays 1 Absent



 Chairman
 Tazewell County Board

ATTEST:


 County Clerk
 Tazewell County, Illinois



SOLAR PROVIDER GROUP
Sustaining Contractors of Solar

Notwithstanding to whom these drawings are submitted, the user of these drawings shall be deemed to have accepted the drawings for the project as shown, modified and corrected by the notes hereon, and shall be responsible for obtaining all necessary permits and for the accuracy and completeness of the information provided to the Designer. The Designer shall not be responsible for any errors or omissions in these drawings, or for any consequences arising from the use of these drawings, or for any damages, including consequential damages, of any kind, whether or not such damages were foreseeable, and whether or not such damages were caused in whole or in part by the negligence of the Designer.

LEGEND:

EDGE OF WATERSHED AREA: _____

PROPERTY LINE: _____

SITE FENCE: _____

CONCRETE: [shaded box]

NOTES:

1. SOLAR PROVIDER GROUP IS THE DESIGNER OF RECORD FOR THIS PROJECT. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE NATIONAL ELECTRICAL CODE, AS APPLICABLE TO THE PROJECT LOCATION. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, OF ANY KIND, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE, AND WHETHER OR NOT SUCH DAMAGES WERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE DESIGNER.

REVISIONS:

NO.	REVISION / ISSUE	DATE
1	ISSUED FOR PERMIT	08/20/2019
2	REVISED FOR PERMIT	08/20/2019

PROJECT NAME: DRAGON'S BREATH SOLAR

OWNER: SOLAR PROVIDER GROUP LLC

PROJECT @ PARCEL: [blank]

LOCATION: [blank]

OWNER ADDRESS: 46427077, STURMONT RD, LAMAR, LA, 70256

TITLE: SITE PLAN - SETBACKS / DISTANCES

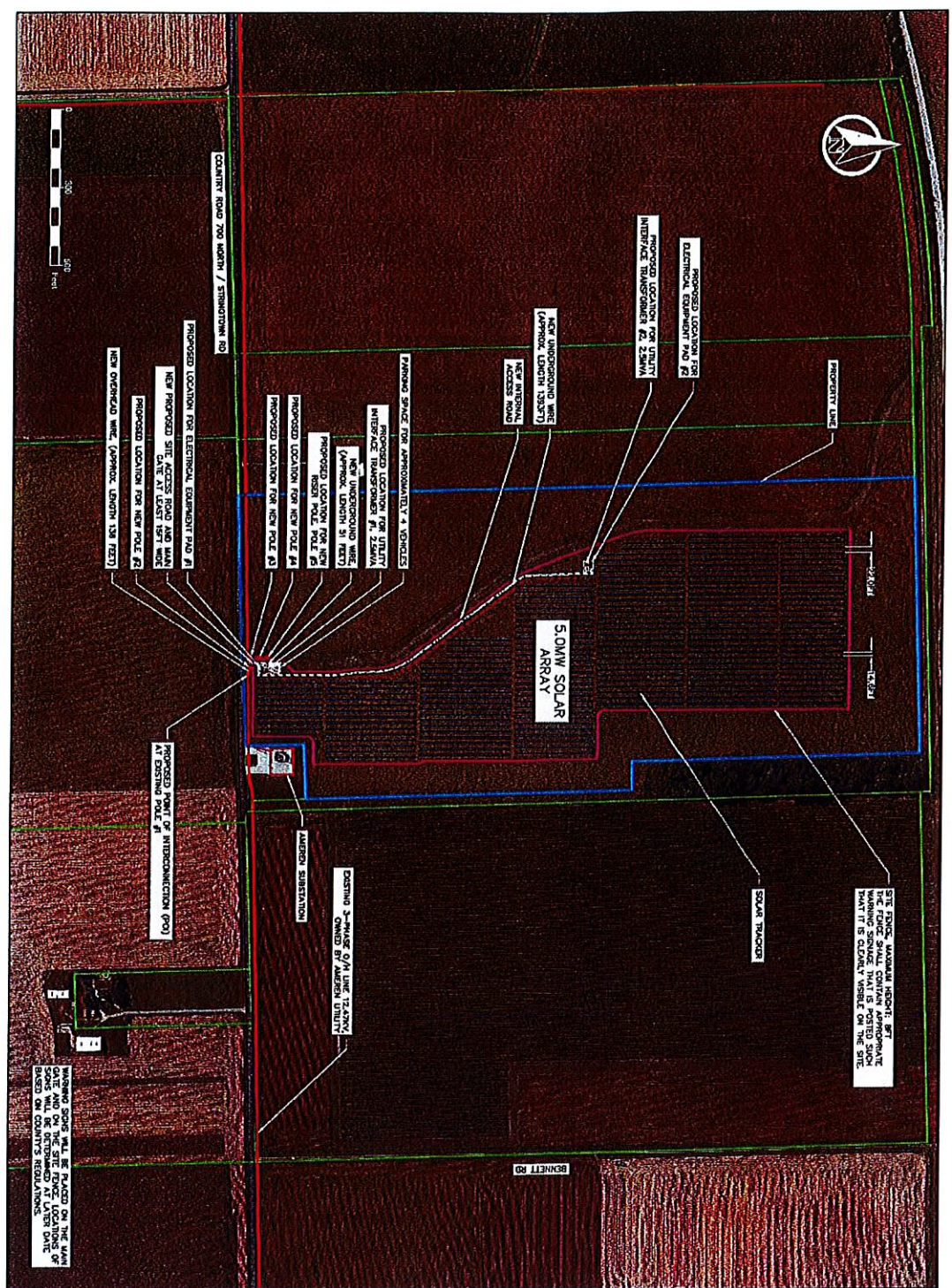
SCALE: 1/4" = 1'-0"


DATE: 08/20/2019

DESIGNER: SOLAR PROVIDER GROUP

PROJECT NO.: [blank]

Solar Provider Group





SOLAR PROVIDER GROUP
Subsidiary of Solar Provider Group, Inc.

PROJECT NAME: DRAKON'S BREATH SOLAR

CLIENT: SOLAR PROVIDER GROUP
 1000 W. ALABAMA AVE., SUITE 200
 HOUSTON, TX 77057
 281-460-8877

DATE: 08/20/13

REVISION:

NO.	DESCRIPTION / DATE	DATE
1	ISSUED FOR PERMIT	08/20/13
2	ISSUED FOR BIDDING	09/07/13

DESIGNER: SOLAR PROVIDER GROUP
 1000 W. ALABAMA AVE., SUITE 200
 HOUSTON, TX 77057
 281-460-8877

DATE: 08/20/13

SCALE: AS SHOWN

PROJECT NAME: DRAKON'S BREATH SOLAR

CLIENT: SOLAR PROVIDER GROUP LLC

PROJECT NO.: DRP-PROJ-013

LOCATION: 975 CROSSKEY

CONTRACT NO.: 14-00000077

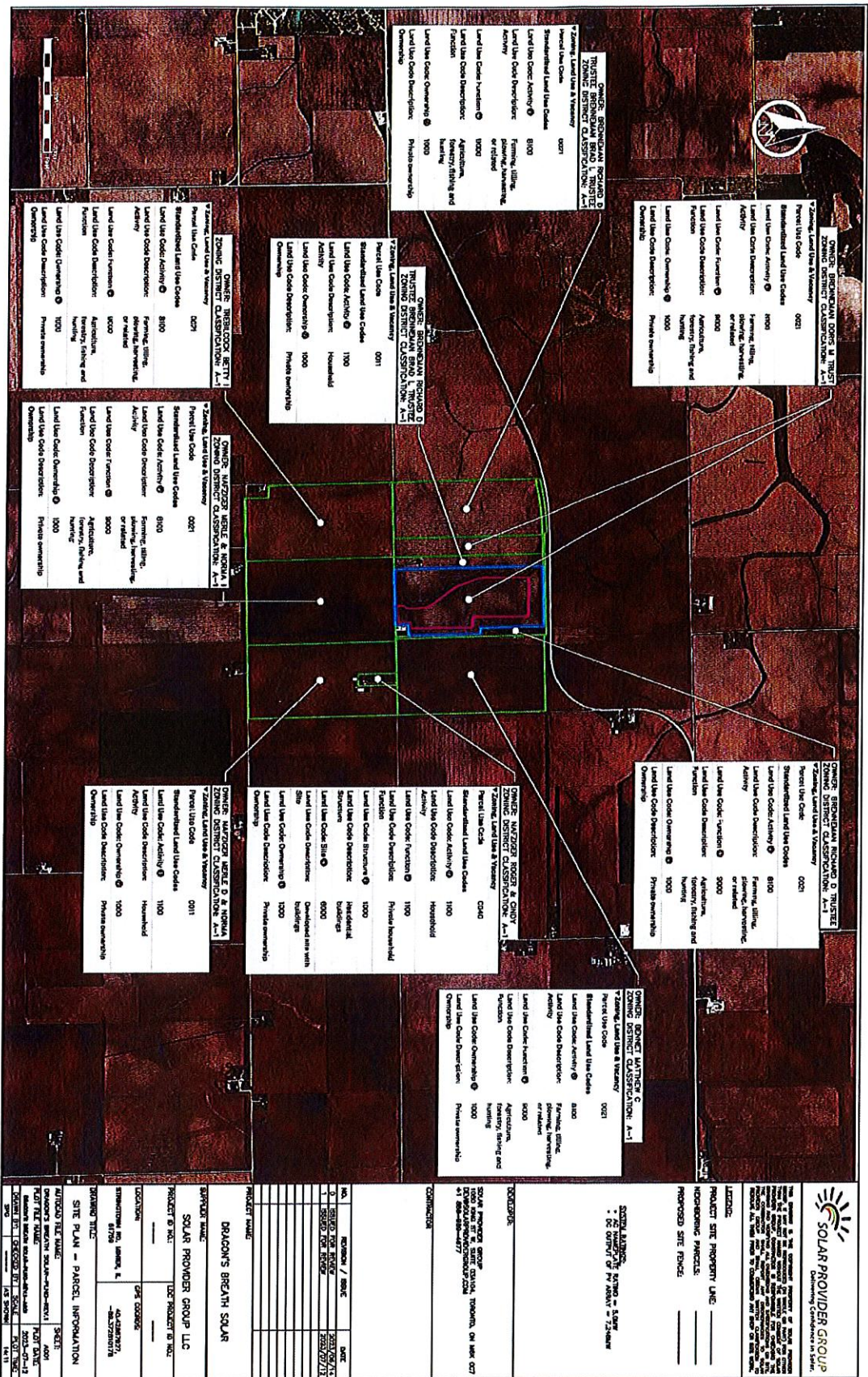
DRAWING TITLE: SITE PLAN - PROPOSED CONDITIONS

DATE: 08/20/13

PROJECT NO.: DRP-PROJ-013

SCALE: AS SHOWN

Solar Provider Group



OWNER: DRAGONOV DORIS M TRUST
ZONING DISTRICT CLASSIFICATION: A-1
 Zoning, Land Use & Veterinary
 Parcel Use Code: 0201
 Standardized Land Use Code: 0201
 Land Use Code Activity: 0201
 Land Use Code Description: Farming, tilting, spraying, harvesting, or related activity
 Land Use Code Function: 0200
 Land Use Code Description: Agriculture, forestry, fishing and hunting
 Land Use Code Ownership: 0200
 Land Use Code Description: Private ownership

OWNER: DRAGONOV RICHARD D TRUSTEE
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Solar Provider Group



SOLAR PROVIDER GROUP
 1500 W 17th St, Suite 200A, Torrance, CA 90501
 (310) 532-8877
 www.solarprovidergroup.com

OWNER: DRAGONOV RICHARD D TRUSTEE
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NO.	ADDRESS / RANGE	DATE
1	1500 W 17th St, Suite 200A	2/22/2017
2	1500 W 17th St, Suite 200A	2/22/2017
3	1500 W 17th St, Suite 200A	2/22/2017

PROJECT NAME: DRAGONOV'S BREACH SOLAR

REPORT MADE: SOLAR PROVIDER GROUP LLC

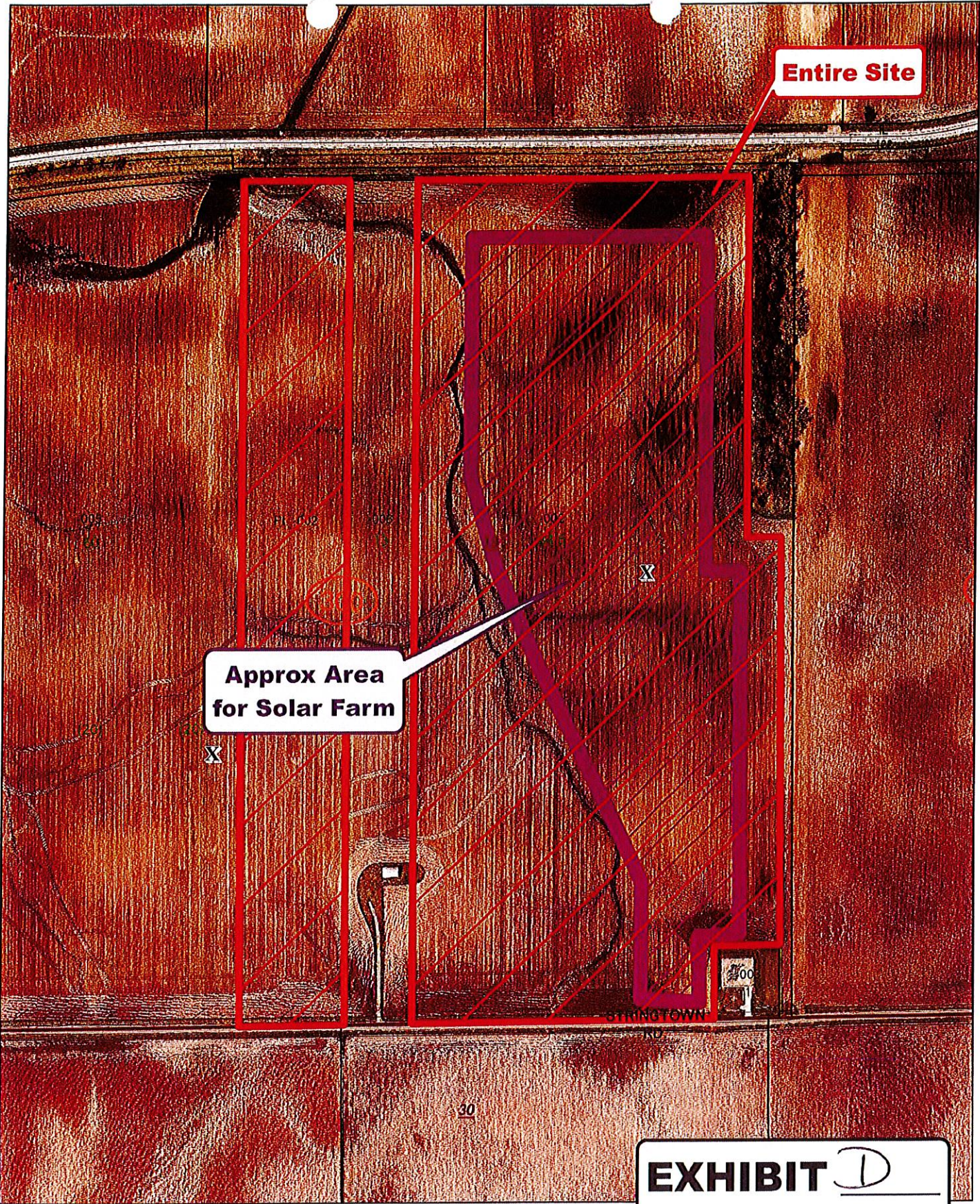
PROJECT #: 1500 W 17th St

LOCATION: 1500 W 17th St, Torrance, CA 90501

OWNER: DRAGONOV RICHARD D TRUSTEE

DATE: 2/22/2017

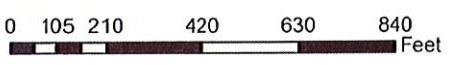
SCALE: AS SHOWN



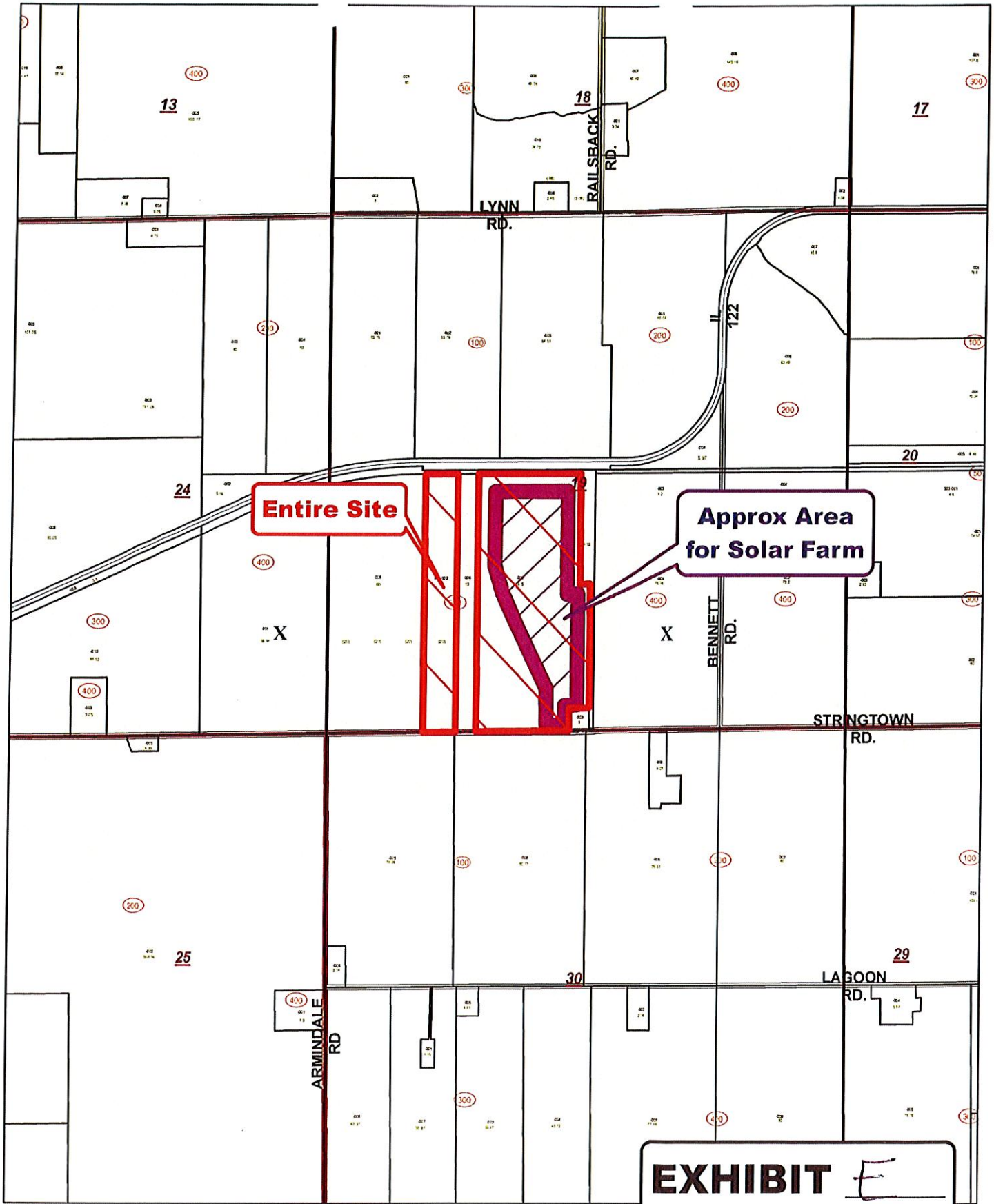
Entire Site

**Approx Area
for Solar Farm**

EXHIBIT D



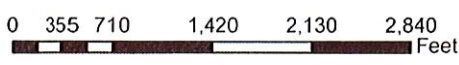
Zoning District					
A-1	C-1	CITY	I-1	R-1	R-R
AG Area	A-2	C-2	CONS	I-2	R-2



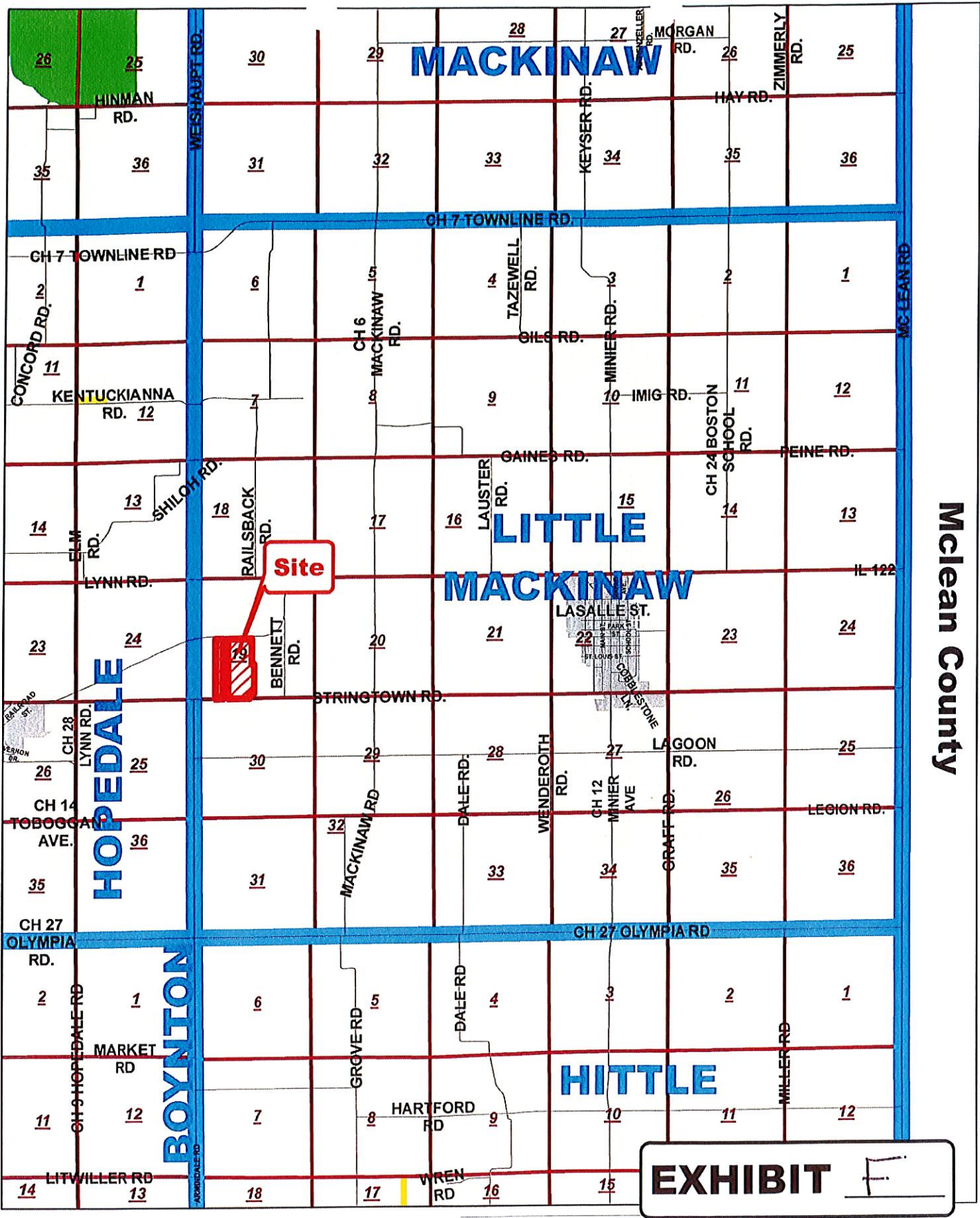
Entire Site

Approx Area for Solar Farm

EXHIBIT E



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



McLean County



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

COMMITTEE REPORT
LU-23-24
(ZBA Case No. 23-64-S)

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 following review of the ZBA report and a findings of fact thereon as provided by law, your said Committee recommends that the petition for said Special Use be APPROVED by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board APPROVE this petition;

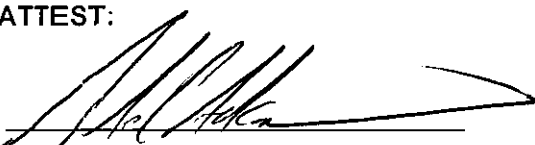
NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notify Jaclynn Workman, the Tazewell County Community Development Administrator of this action.

Adopted this 15th day of November, 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 TAZEWELL COUNTY
ON PETITION OF CVE US IL WASHINGTON 323, LLC**

(Zoning Board Case No. 23-64-S)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, by CVE US IL Washington 323, 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- 64-S was held by the Tazewell County Zoning Board of Appeals on November 1, 2023, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval with the following conditions:

1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).
2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease 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.
3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
4. Vegetative screening, such as a species of pine tree, shall be 3-5' at planting as proposed in the application and in any other location as determined desirable by the Community Development Administrator; 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 approval for the construction of a 5megawatt solar farm facility. This proposed special use is a permitted special use with an A1 district according to Tazewell County Zoning Code and according to the project site plan, incorporates all necessary setbacks. Therefore, the proposed special use conforms to Tazewell County's 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.*

(POSITIVE) The Tazewell County Comprehensive Plan identifies a need to support nontraditional agricultural activities to provide supplementary income to farmers to support the financial viability of farms. The plan specifically identifies wind farms but solar farms can also provide a supplementary income, therefore the proposed special use is consistent with the comprehensive plan.

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.*

(POSITIVE) The site plans indicate that the location of the project area will be located to the northernmost part of the parcel, providing approximately 1,000 ft of separation from the nearest inhabited property. In addition, the project area will have a landscape buffer to further mitigate any visual impacts.

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.*

(POSITIVE) The applicant has designed the project area to mitigate noise by placing all noise emitting equipment to the center and east side of the parcel, which are the furthest away from the surrounding properties. The project area also does not make noise at night. The proposed special use will be constructed using Tazewell County's Zoning Code standards and the pollinator garden will be added to provide screening.

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.*

(POSITIVE) Both the Tazewell County Zoning Code and the State of Illinois identify solar farms as a permitted special use within agricultural districts. Alignment with the code by following the required setbacks and the placement of noise emitting equipment to mitigate noise, and the landscape buffer for screening will minimize any adverse effects to the enjoyment of the properties in the immediate vicinity.

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

(POSITIVE) There is no evidence that consistently guarantees that the development of a solar farm will diminish property values for there are studies that support and refute this claim. But efforts are being made to mitigate any impacts to property values such as following Tazewell County Zoning Code, State of Illinois regulations, adding a landscape buffer, and locating the project site to the northernmost part of the parcel to provide over 1,000 ft of separation from the nearest residential property.

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

(POSITIVE) Per the applicant the necessary utilities, access roads, and drainage will be provided.

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) Per the applicant an ingress and egress will be provided. After the construction phase traffic will be minimal to landscape maintenance and monthly inspections.

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 property in question does contain soil that is prime for agriculture, but the project area will only develop 40 acres of the 72-acre parcel. The remaining 32 acres could still be used for agricultural purposes. After the life expectancy of the project the 40 acres of the project site can be reverted to farmland.

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

(POSITIVE) The general area surrounding the property in question is agricultural land. According to Tazewell County Zoning Code, the construction of a solar farm is a permitted special use within an agricultural district therefore the proposed special use is consistent with the existing uses in the general area.

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

(Positive) The property in question is zoned A-1 which permits the construction of a solar farm as a special use. According to the site plans the proposed special use conforms to the regulations set by Tazewell County and the State of Illinois. Therefore, the property in question is suitable for the proposed special use.

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

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

SECTION I. The petition of CVE US IL Washington 323, 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:

Current Owner of Property: UJL Farms, LLC, 4322 W. Longmeadow Ct., Peoria, IL 61615
Currently a Part of P.I.N. 02-02-35-100-004; an approximate 40 +/- acre parcel located in part of the E ½ of the NW ¼ and part of the W ½ of the NE ¼ of Sec 25, T26N, R3W of the

3rd P.M., Washington Twp., Tazewell Co., IL; located in a field along the N side of Schuck Rd. approximately 4/10th of a mile W of the intersection of S. Main St. (Co. Hwy. 3), Washington, IL.

is hereby granted with the following conditions:

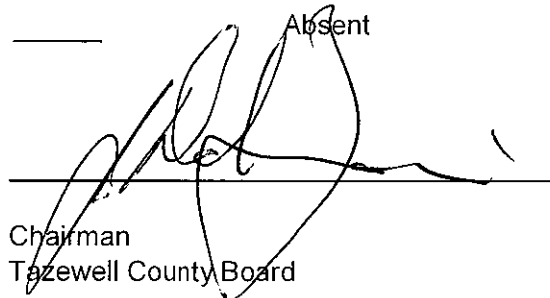
1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).

2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease 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.
3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
4. Vegetative screening, such as a species of pine tree, shall be 3-5' at planting as proposed in the application and in any other location as determined desirable by the Community Development Administrator.


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

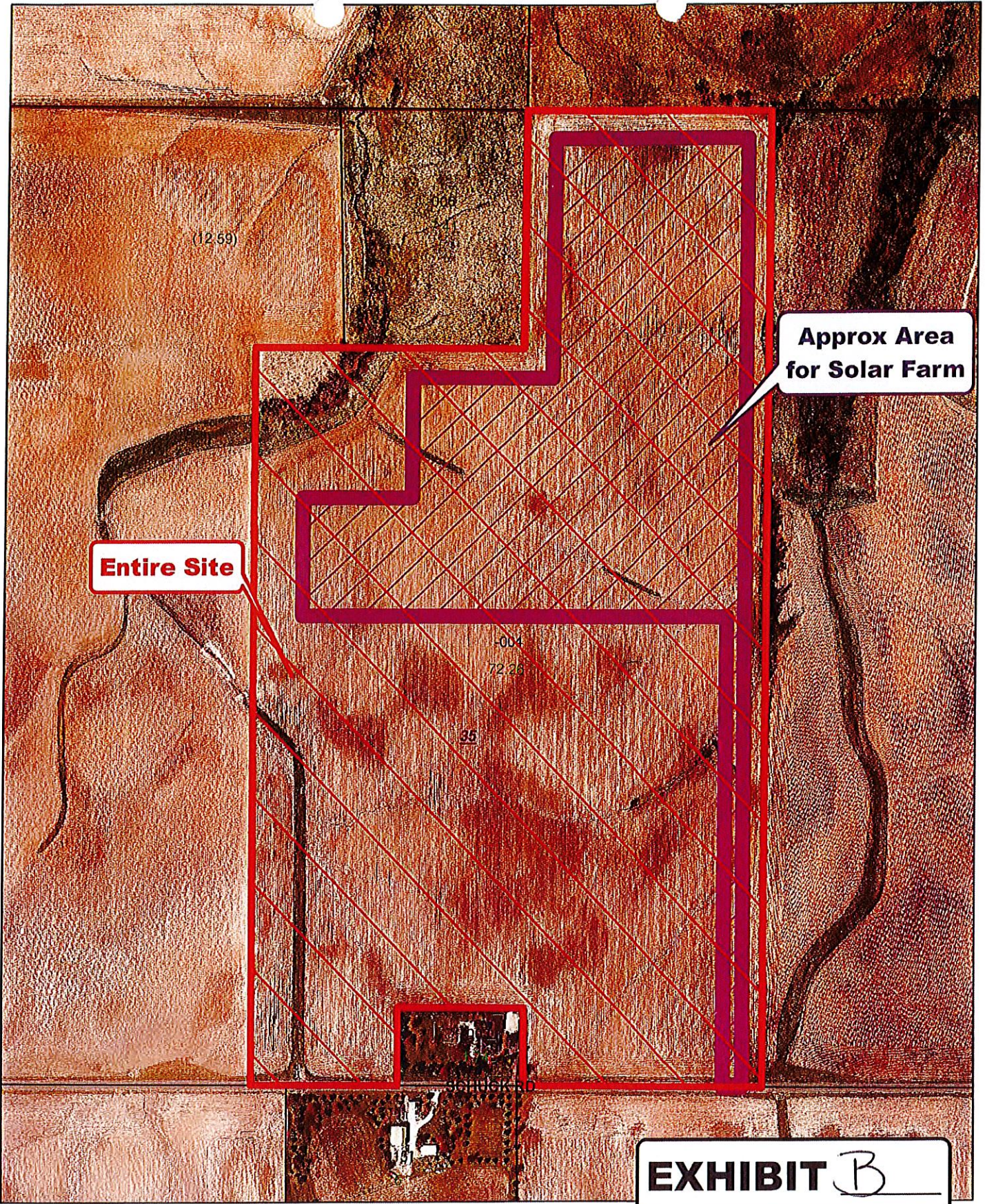
PASSED AND ADOPTED this 15th day of November, 2023.

16 Ayes 5 Nays Absent


 Chairman
 Tazewell County Board

ATTEST:

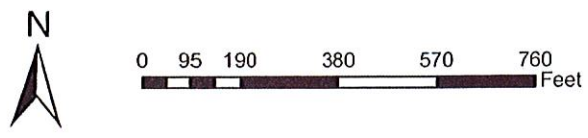

 County Clerk
 Tazewell County, Illinois



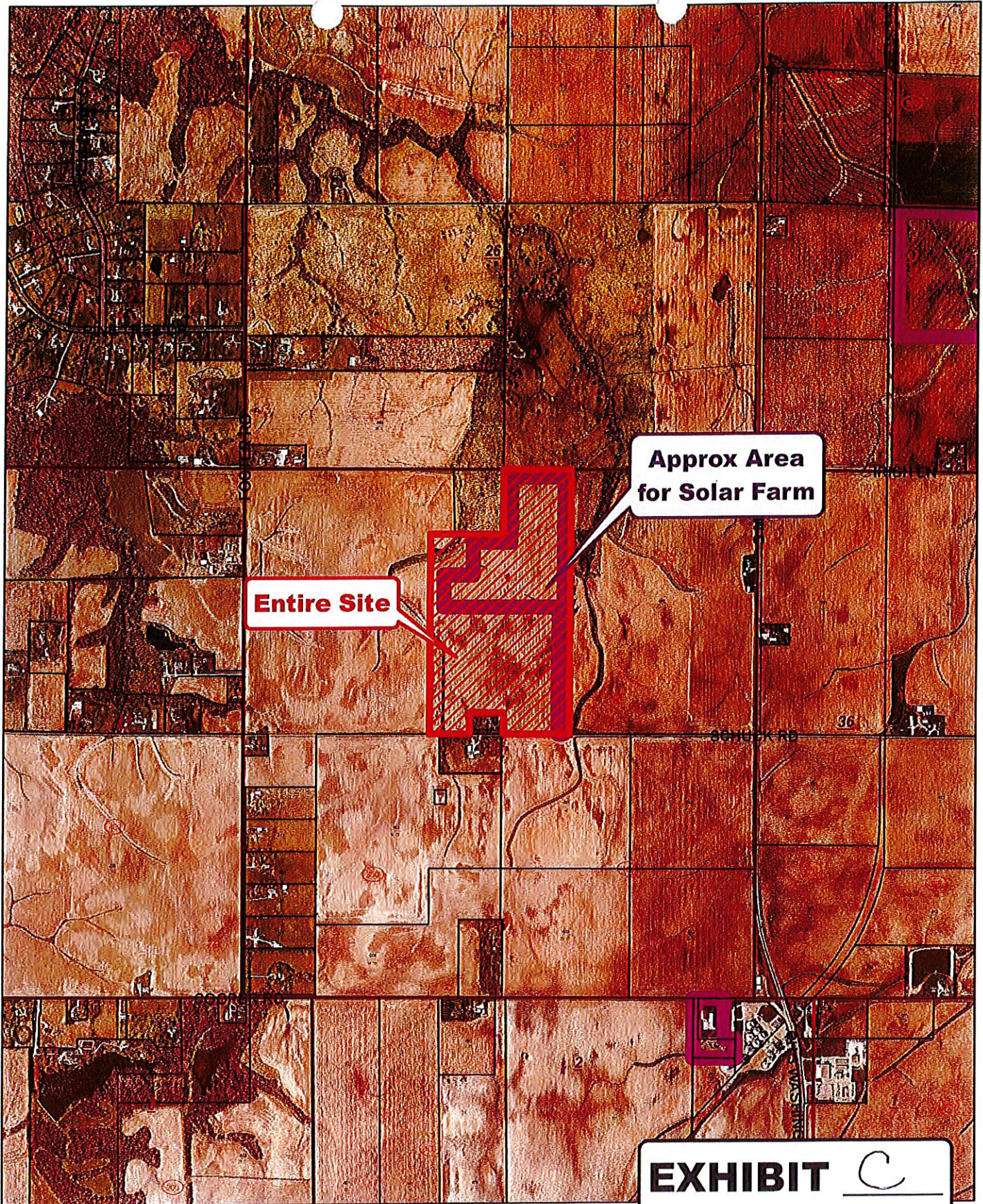
Entire Site

Approx Area for Solar Farm

EXHIBIT B



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



Entire Site

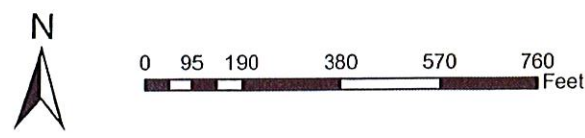
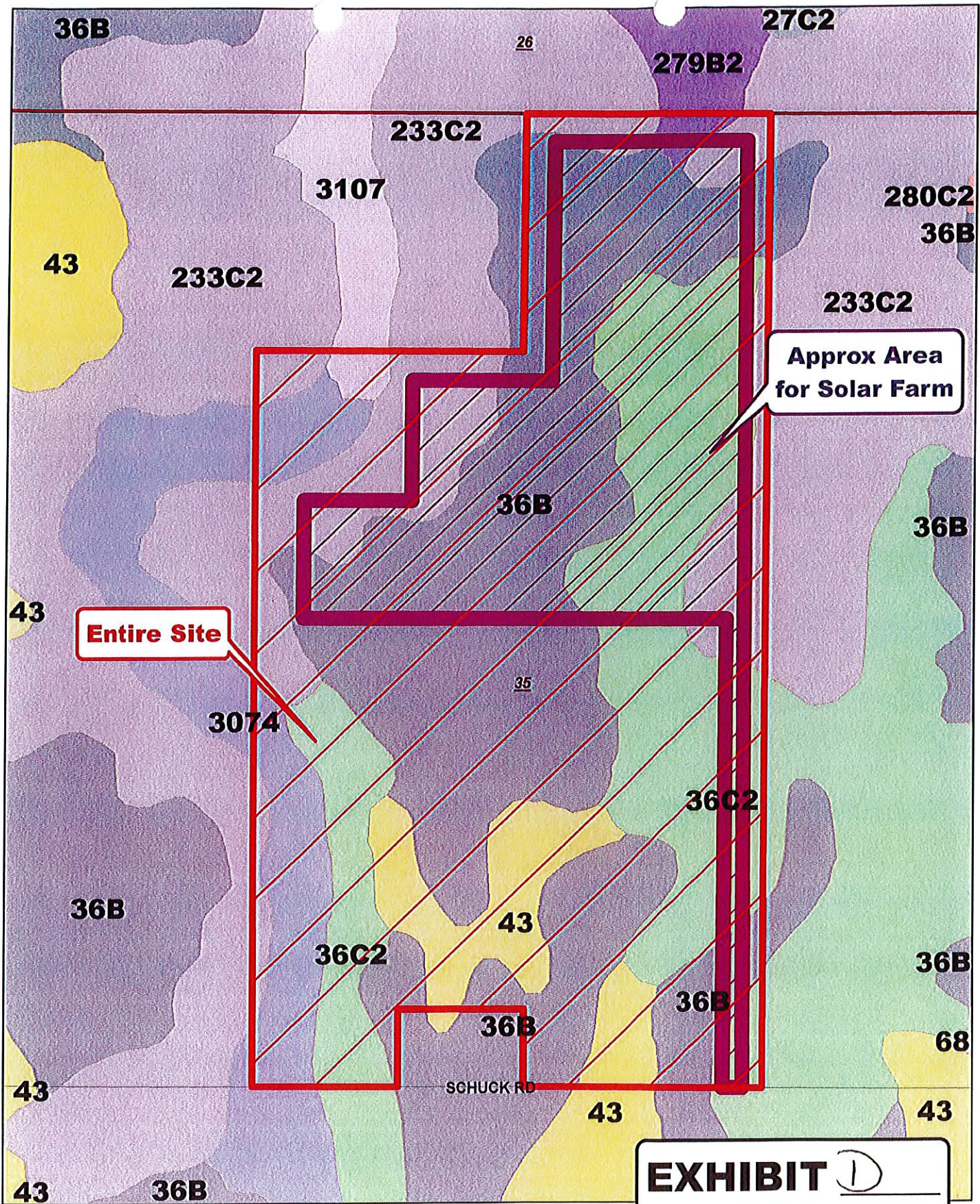
**Approx Area
for Solar Farm**

EXHIBIT C



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

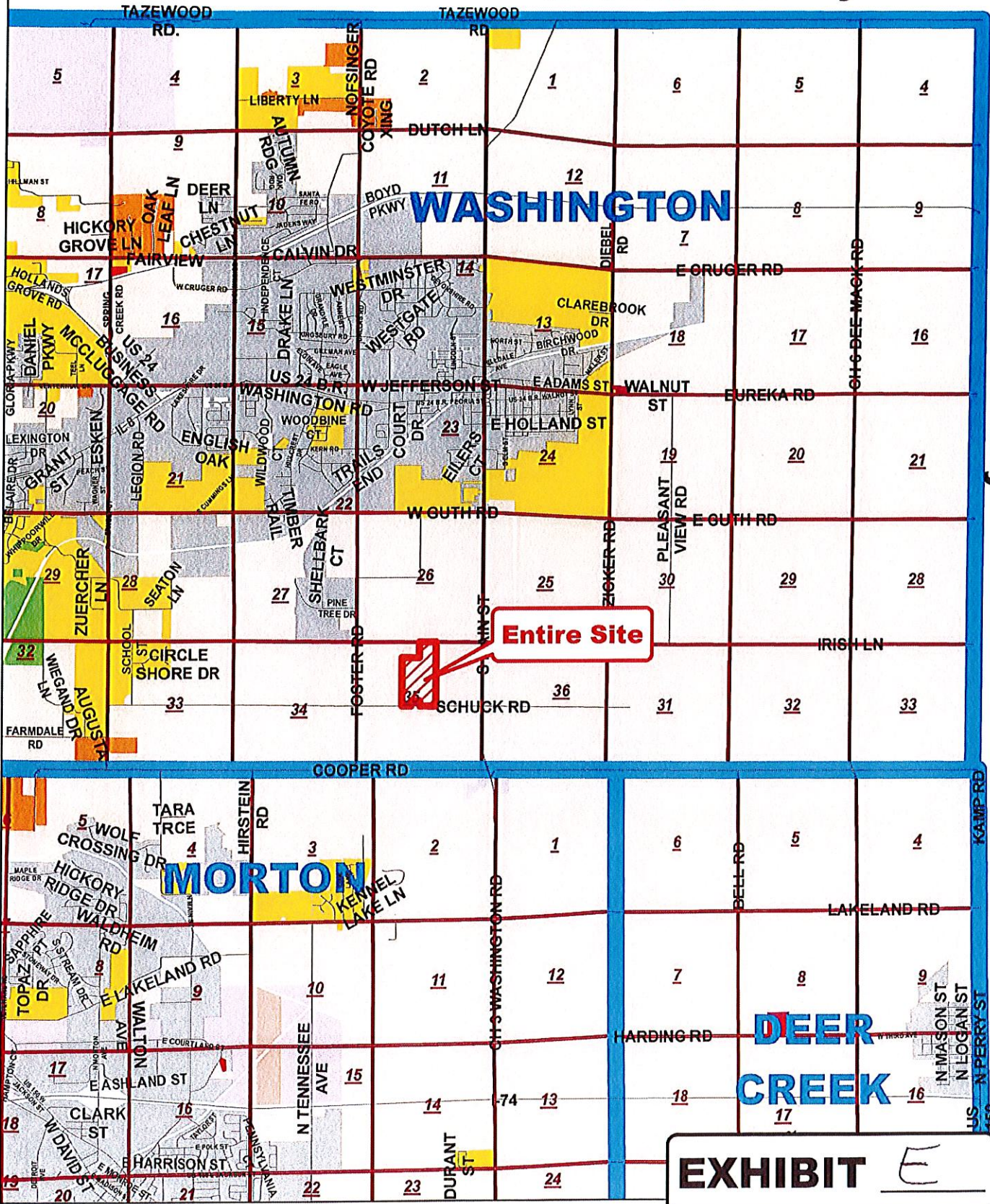
Zoning District					
A-1	C-1	CITY	I-1	R-1	R-R
AG Area	A-2	C-2	CONS	I-2	R-2



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

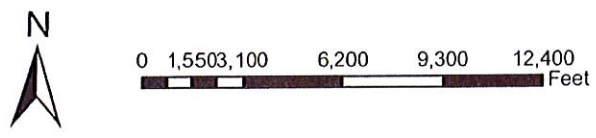
Woodford County

Woodford County



Entire Site

EXHIBIT E



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

**COMMITTEE REPORT
LU-23-30
(ZBA Case No. 23-67-Z)**

Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance regarding Zoning Case No. 23-67-Z to amend the Official Zoning Maps of Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

WHEREAS, said report being made after a public hearing on said proposed Ordinance, and following review of the ZBA report and a findings of fact thereon as provided by law, your said Committee recommends that the petition for said Map Amendment be APPROVED by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board APPROVE this petition;

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

Adopted this 15th day of November, 2023.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV,
CHAPTER 157, ZONING - CODE OF TAZEVELL COUNTY
ON PETITION OF KEITH & PAMELA FIEDLER**

(Zoning Board Case No. 23-67-Z)

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

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 2367-Z as held by the Tazewell County Zoning Board of Appeals on November 1, 2023, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval; and

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

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

(POSITIVE) The property in question is currently zoned A-1 but the surrounding properties in the general area are zoned R-1. Therefore, the proposed amendment will not be detrimental to the orderly development, since the proposed amendment will make the property in question more consistent with the surrounding land uses.

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 seeks to make the property in question more consistent with the land uses in the general area. The property in question is currently zoned A-1 but the property is used for residential purposes. The proposed amendment will be more consistent with the current use and the land uses of the general area.

Therefore, the proposed amendment will not be detrimental to the public health of Tazewell County.

3. *The request is consistent with existing uses of property within the general area of the property in question.*

(POSITIVE) The proposed amendment is consistent with the existing uses within the general area of property since the general area contains both R-1 and A-1 districts. But the context of the surrounding neighborhood is majority R-1.

4. *The request is consistent with the zoning classifications of property within the general area of the property in question.*

(POSITIVE) The zoning classifications that exist in the general area are R-1 and A-1. Therefore, the proposed amendment is consistent with zoning classifications within the general area of the property in question.

5. *The suitability of the property in question for the uses permitted under the existing zoning classification.*

(POSITIVE) The applicant is seeking to rezone the property in question to R-1 to separate the existing house from the farmland. This could be done using a special use under the A-1 classification, but the detached farmland has plans to be combined with farmland attached to an R-1 zoned property. Leaving the property in question as a non-conforming use within the neighborhood

6. *The suitability of the property in question for the uses permitted under the proposed zoning classification.*

(POSITIVE) The property in question already has an existing single family household.

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

(POSITIVE) The current trend within the general area is that it is becoming more single family residential and less agricultural.

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

(POSITIVE) The property in question is occupied, but the surrounding neighborhood is becoming more residential. If the trend of development continues within the neighborhood the property in question won't be consistent to the context of the general area.

9. *The proposed map amendment is within one and one half (1 ½) miles of a municipality and consistent with an adopted Comprehensive Plan.*

(POSITIVE) The property in question is not within 1.5 miles of a municipality with a comprehensive plan.

10. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.*

(POSITIVE) The relative gain to the public is that the proposed amendment will allow more consistency within the land uses in the general area. If denied the property in question won't conform to the context of the neighborhood due to the raising trend of more residential development in the area.

11. *The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.*

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

- Minimize conflict between land uses.

- Locate new residential development in rural areas close to roadways to preserve contiguous tracts of farmland.

- o Avoid land development that occurs in isolated areas away from existing developed areas.

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

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

SECTION I. The petition of Keith and Pamela Fiedler for a Map Amendment to the Official Groveland Township Zoning Map of Tazewell County to change the zoning classification of property from an A-1 Agriculture Preservation District to a R-1 Low Density Residential Zoning District for the following described property:

P.I.N. 05-05-27-200-029; an approximate 8.02 acres located in part of the NW ¼ of the NE ¼ of Sec 27, T25N, R4W of the 3rd P.M., Groveland Twp., Tazewell Co., IL;


located at 285 West St., Groveland, IL.

is hereby granted.

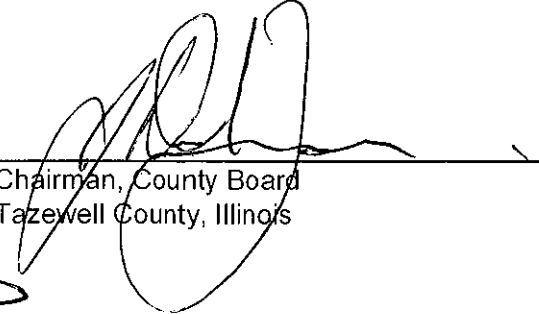
SECTION II. This Ordinance shall be in effect upon passage.

PASSED AND ADOPTED this 15th day of November, 2023.

Ayes 21 Nays _____ Absent _____

ATTEST:


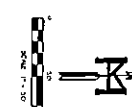
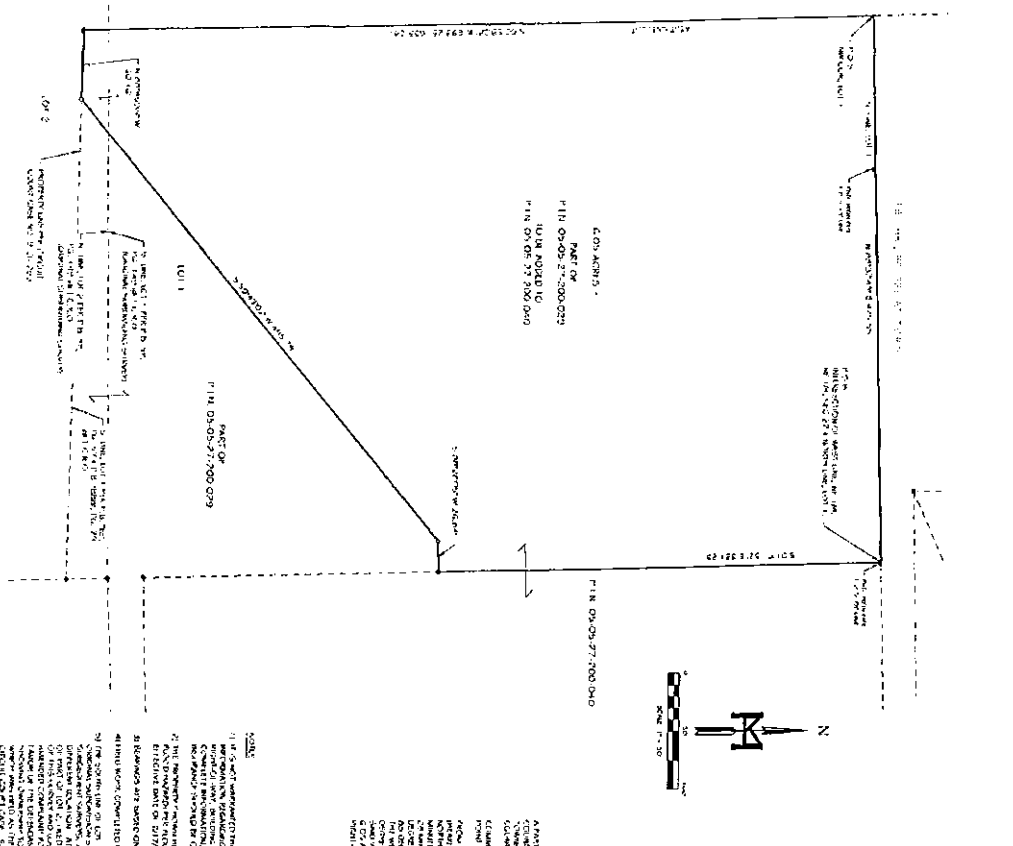
 County Clerk
 Tazewell County, Illinois



 Chairman, County Board
 Tazewell County, Illinois

PLAT OF SURVEY

A PART OF A LAND SURVEY MADE IN ACCORDANCE WITH THE SURVEYING ACT, 1968, AND THE RULES THEREUNDER, AND THE EVIDENCE OF THE FIELD BOOKS AND INSTRUMENTS OF THE SURVEYOR, AND THE RECORDS OF THE SURVEY.



SECTION 17, T4N, R30E, S23E
 SECTION 18, T4N, R30E, S23E
 SECTION 19, T4N, R30E, S23E
 SECTION 20, T4N, R30E, S23E

LEGEND

- SECTION LINE
- SECTION PROPERTY LINE
- NEIGHBORLY PROPERTY LINE
- - - - - EASEMENT
- FENCED DISTANCE
- FOUNDATION FOR CONCRETE
- FOUNDATION FOR BRICK
- FOUNDATION FOR WOOD
- FOUNDATION FOR OTHER
- FOUNDATION FOR OTHER
- FOUNDATION FOR OTHER

EXPLANATION

ALL DISTANCES AND BEARINGS ARE GIVEN IN FEET AND INCHES, DECIMALS OF AN INCH, AND IN FEET, INCHES AND FRACTIONS OF AN INCH. THE POINTS OF BEGINNING OF THE SEVERAL LOTS ARE LOCATED AS SHOWN ON THE PLAT. THE BEARINGS AND DISTANCES OF THE BOUNDARIES OF THE SEVERAL LOTS ARE GIVEN IN THE SEVERAL PARTS OF THE PLAT. THE PLAT IS MADE TO ACCORDANCE WITH THE SURVEYING ACT, 1968, AND THE RULES THEREUNDER, AND THE EVIDENCE OF THE FIELD BOOKS AND INSTRUMENTS OF THE SURVEYOR, AND THE RECORDS OF THE SURVEY.

NOTES

1. THE BEARINGS AND DISTANCES OF THE BOUNDARIES OF THE SEVERAL LOTS ARE GIVEN IN THE SEVERAL PARTS OF THE PLAT.
2. THE BEARINGS AND DISTANCES OF THE BOUNDARIES OF THE SEVERAL LOTS ARE GIVEN IN THE SEVERAL PARTS OF THE PLAT.
3. THE BEARINGS AND DISTANCES OF THE BOUNDARIES OF THE SEVERAL LOTS ARE GIVEN IN THE SEVERAL PARTS OF THE PLAT.
4. THE BEARINGS AND DISTANCES OF THE BOUNDARIES OF THE SEVERAL LOTS ARE GIVEN IN THE SEVERAL PARTS OF THE PLAT.



MOHR & KEPP ENGINEERING & LAND SURVEYING, P.C.
 2007 N. Douglas Road, Suite 448
 Peoria, Illinois 61614
 Tel: 309.692.4400
 Fax: 309.692.4401
 www.mohrkepp.com

DATE	BY	REVISIONS
08/23/2017	RAF	1. PREPARE PLAT
08/23/2017	RAF	2. CHECK PLAT

CREATED BY
 RAFAEL FIEDLER

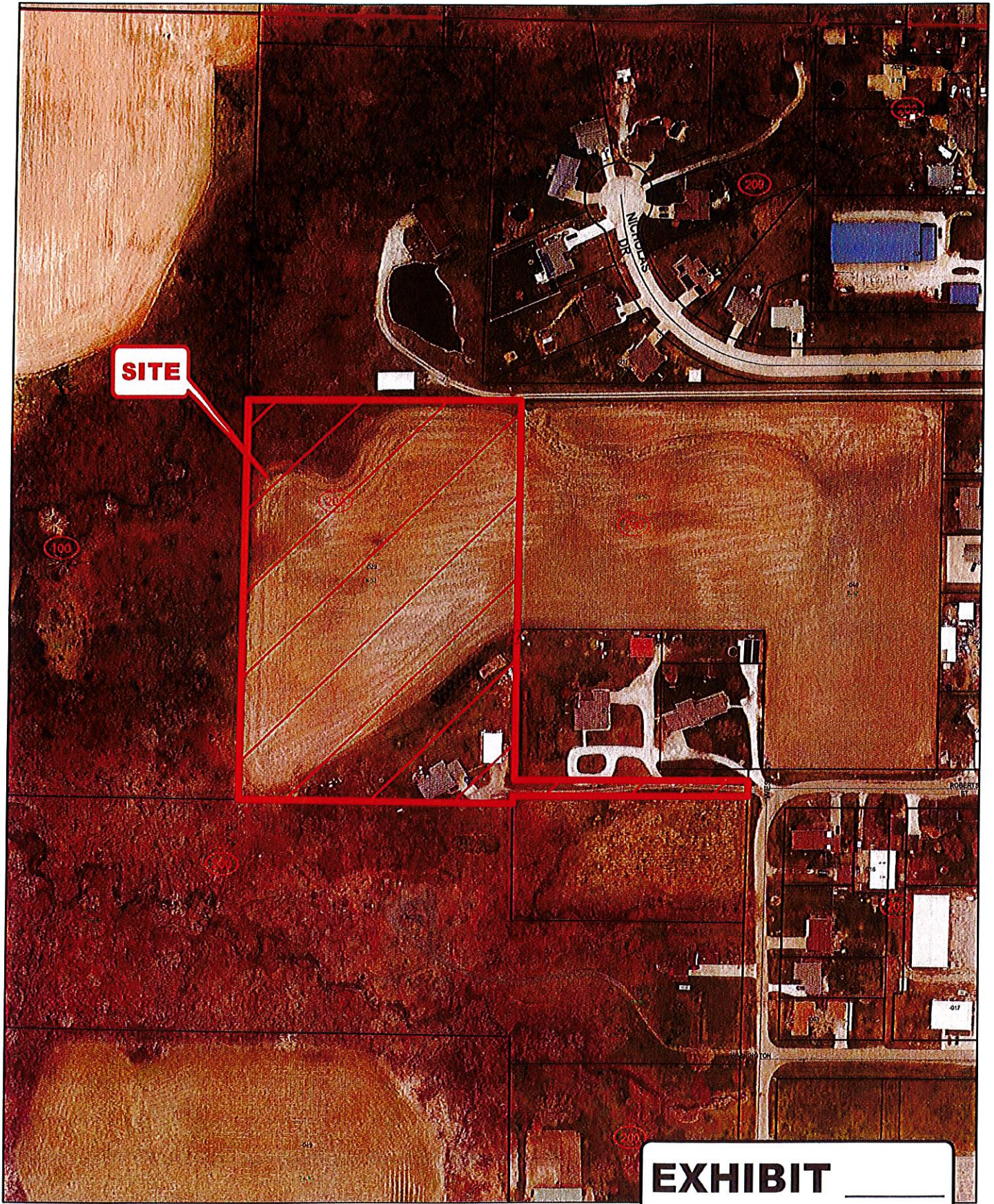
DATE
 08/23/2017

PROJECT NO.
 1718

OWNER
 TARRANT COUNTY, TEXAS

PLAT OF SURVEY



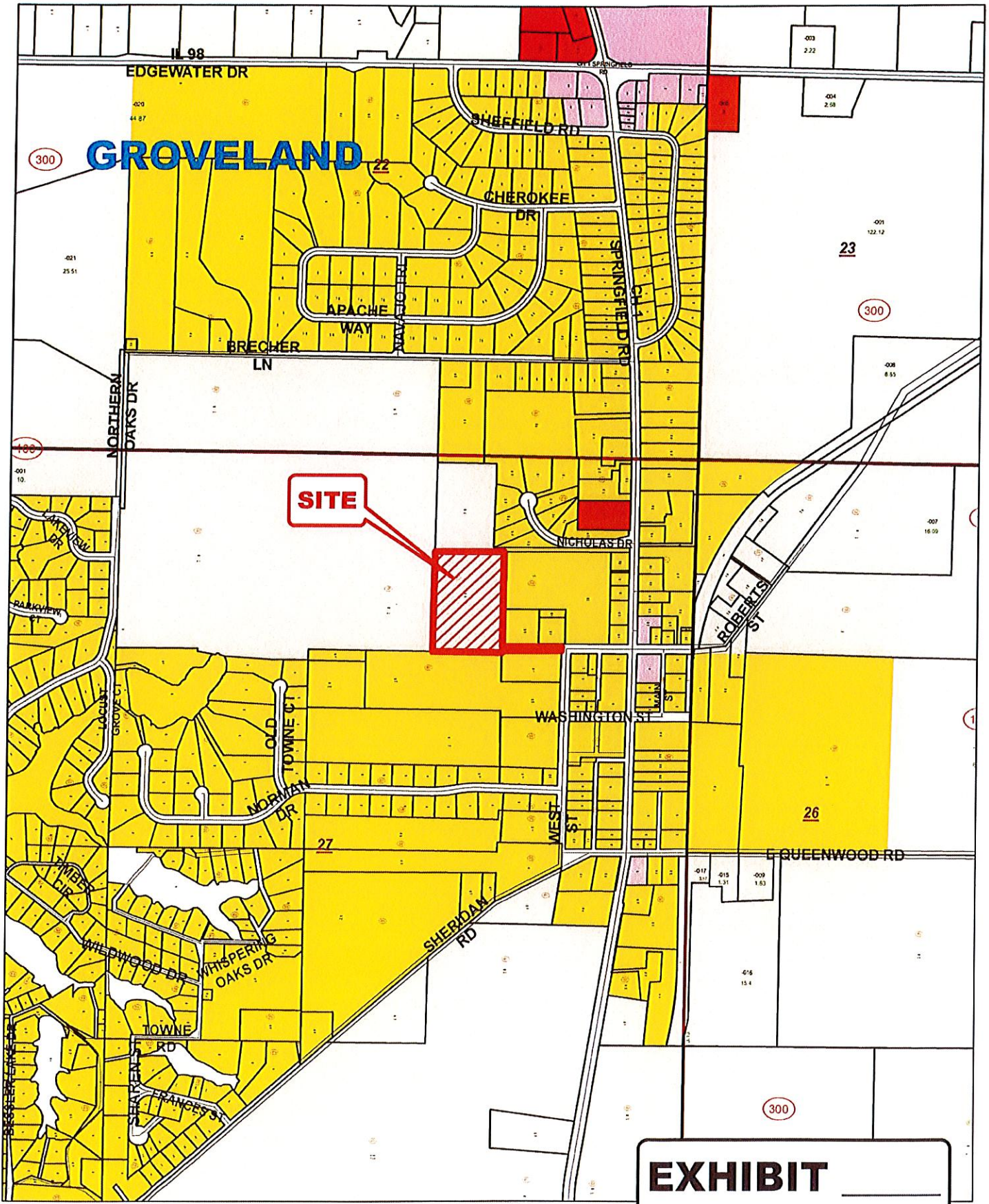


SITE

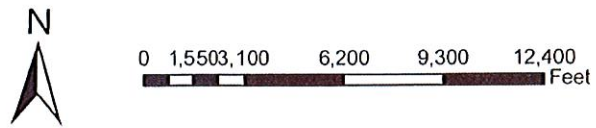
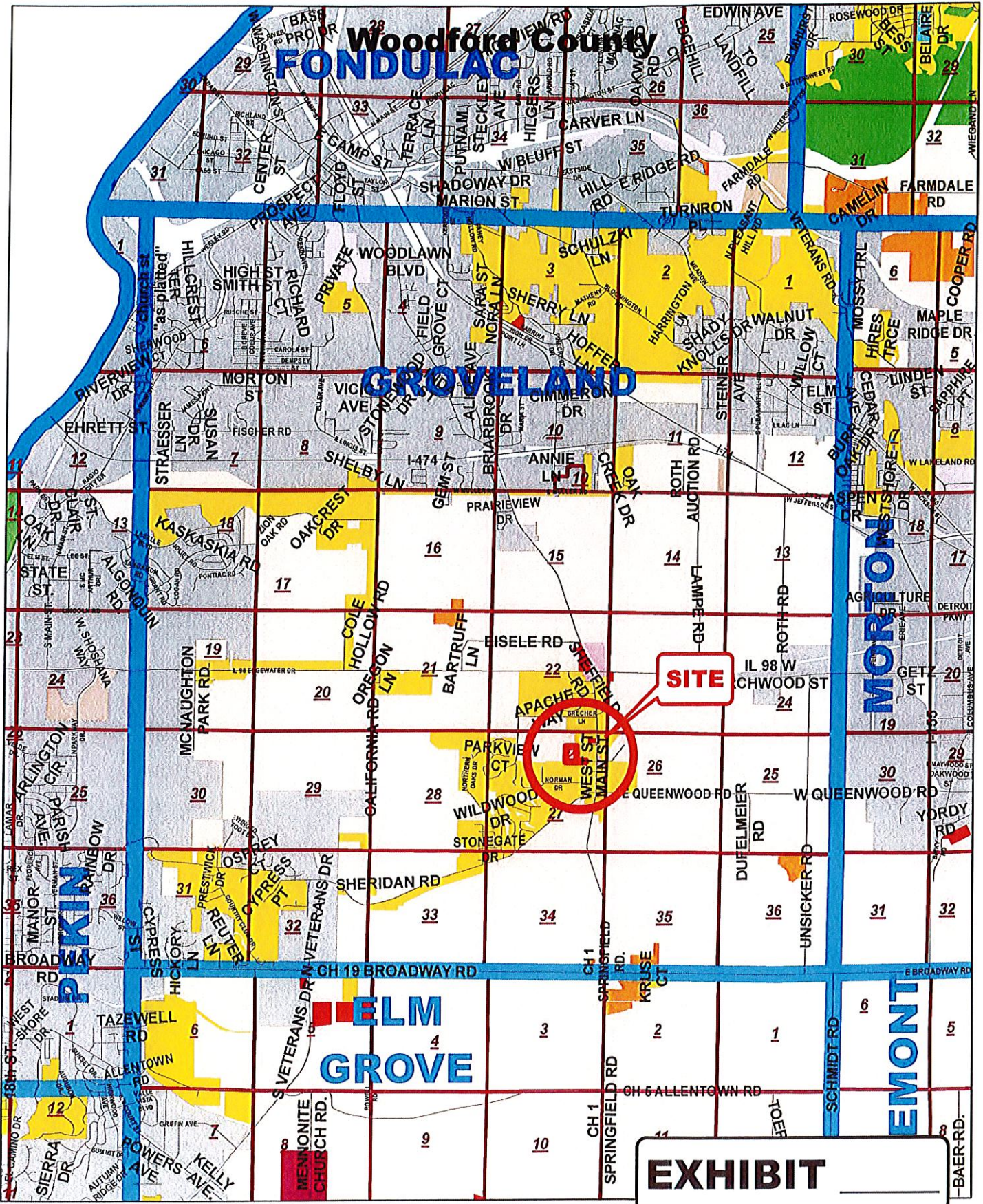
EXHIBIT _____



0 55 110 220 330 440 Feet



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



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

**COMMITTEE REPORT
LU-23-31
(ZBA Case No. 23-68-Z)**

Chairman and Members of the Tazewell County Board:

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

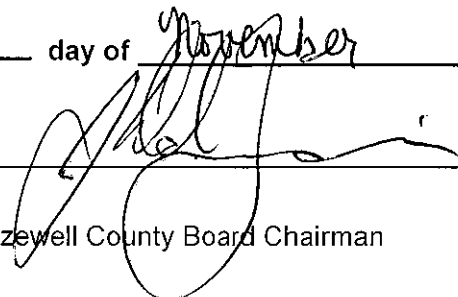
R E S O L U T I O N

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance regarding Zoning Case No. 23-68-Z to amend the Official Zoning Maps of Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

WHEREAS, said report being made after a public hearing on said proposed Ordinance, and following review of the ZBA report and a findings of fact thereon as provided by law, your said Committee recommends that the petition for said Map Amendment be APPROVED by the County Board.

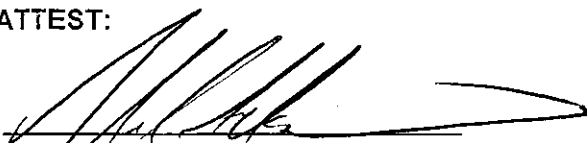
NOW THEREFORE BE IT RESOLVED, that the County Board approve this petition; **NOW THEREFORE BE IT FURTHER RESOLVED**, that the County Clerk notify the Tazewell County Community Development Administrator of this action.

Adopted this 15th day of November, 2023.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV,
CHAPTER 157, ZONING - CODE OF TAZEWEILL COUNTY
ON PETITION OF DREAM CENTER OF PEORIA**

(Zoning Board Case No. 23-68-Z)

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

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 2368-Z as held by the Tazewell County Zoning Board of Appeals on November 1, 2023, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval; and

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

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

(POSITIVE) The current zoning for the property in question is A-1. But the general area of the property in question is either zoned R-1 or R-R. Therefore the proposed amendment would allow the property in question to be more consistent with the context of the neighborhood.

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 seeks to make the property in question more consistent with the general area. Therefore, the proposed amendment will not be detrimental to the general welfare of Tazewell County, since the amendment conforms to the existing land uses in the area.

3. The request is consistent with existing uses of property within the general area of the property in question.

(POSITIVE) The proposed amendment is consistent with the existing uses within the general area because within the general area there are R-1, R-R, and A-1 districts within the neighborhood. The districts that immediately surround the property in question are R-1 and R-R. Therefore, the proposed amendment is consistent with the existing land uses.

4. *The request is consistent with the zoning classifications of property within the general area of the property in question.*

(POSITIVE) The zoning classifications that exist in the general area are R-1, R-R, and A-1. Since an R-1 district already exists within the area the addition of another R-1 district would be consistent with the zoning classifications of the general area.

5. *The suitability of the property in question for the uses permitted under the existing zoning classification.*

(POSITIVE) The current owners are seeking to use the property as a specialized care facility which is not permitted within an A-1 district as either a permitted or special use. But the operation of a specialized care facility is permitted within R-1 districts as a special use.

6. *The suitability of the property in question for the uses permitted under the proposed zoning classification.*

(POSITIVE) Once the property in question is rezoned to R-1 the applicant can then apply for a special use permit to operate a specialized care facility.

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

(POSITIVE) Over the course of twenty years, the trend of the development for the general area is that more properties have been rezoned to R-R and R-1.

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

(POSITIVE) If the proposed amendment is denied then the applicant would no longer be interested in buying the property.

9. *The proposed map amendment is within one and one half (1 ½) miles of a municipality and consistent with an adopted Comprehensive Plan.*

(POSITIVE) The site is within Washington's 1.5-mile boundary. Therefore, it meets Comprehensive Plan development land use criteria.

10. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.*

(POSITIVE) The relative gain to the public is that property in question would be more consistent to the context of the neighborhood and with the operation of a specialized care facility there will be increased employment and tax base in the area. If denied the applicant would have to look elsewhere for a location for their operation.

11. *The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.*

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

- Minimize conflict between land uses.
- Locate new residential development in rural areas close to roadways to preserve contiguous tracts of farmland.
- Avoid land development that occurs in isolated areas away from existing developed areas.

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

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

SECTION I. The petition of Dream Center of Peoria for an Amendment to the Official Washington Township Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation Zoning District to a R-1 Low Density Residential Zoning District for the following described property:

Current Owner of Property: Lucas Ornelas, 1788 Nofsinger Rd., Washington, IL.

P.I.N. 02-02-03-400-019; an approximate 1 acre parcel located in part of the SE ¼ of the SE ¼ of Sec 3, T26N, R3W of the 3rd P.M., Washington Twp., Tazewell Co., IL;

located at 1788 Nofsinger Rd., Washington, IL.

is hereby granted.

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

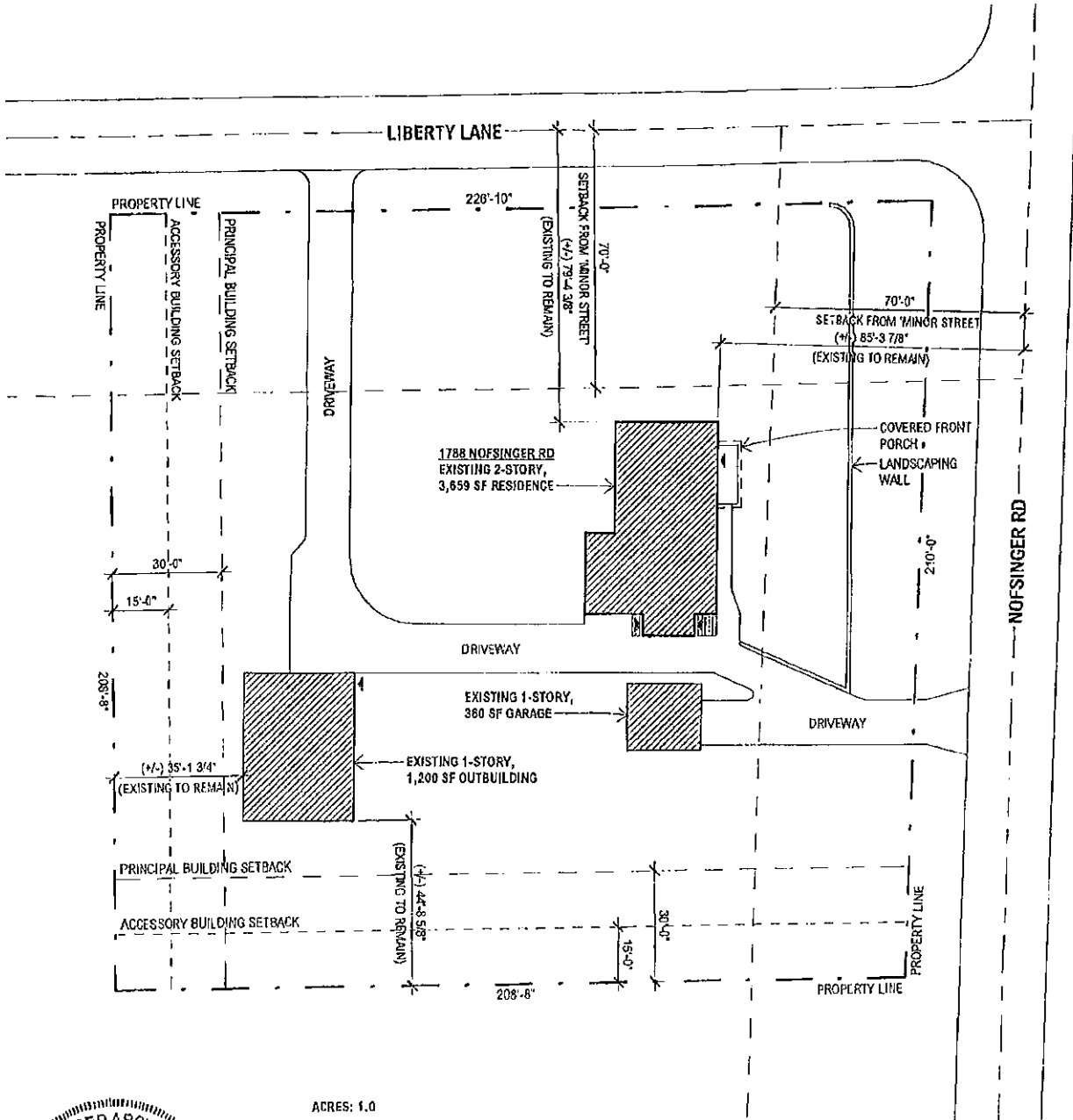
PASSED AND ADOPTED this 15th day of November 2023.

Ayes 20 Nays 1 Absent _____

ATTEST:

County Clerk
Tazewell County, Illinois

Chairman, County Board
Tazewell County, Illinois



ACRES: 1.0

PARCEL ID: 02-02-03-400-019

REVIEWER TO NOTE, OWNER PLANS:

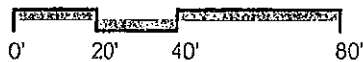
NO CHANGE TO EXISTING BUILDING LOCATIONS, FOOTPRINTS, FACADES AND/OR HEIGHTS

NO NEW BUILDINGS AND/OR BUILDING ADDITIONS

NO NEW EXTERIOR SIGNAGE



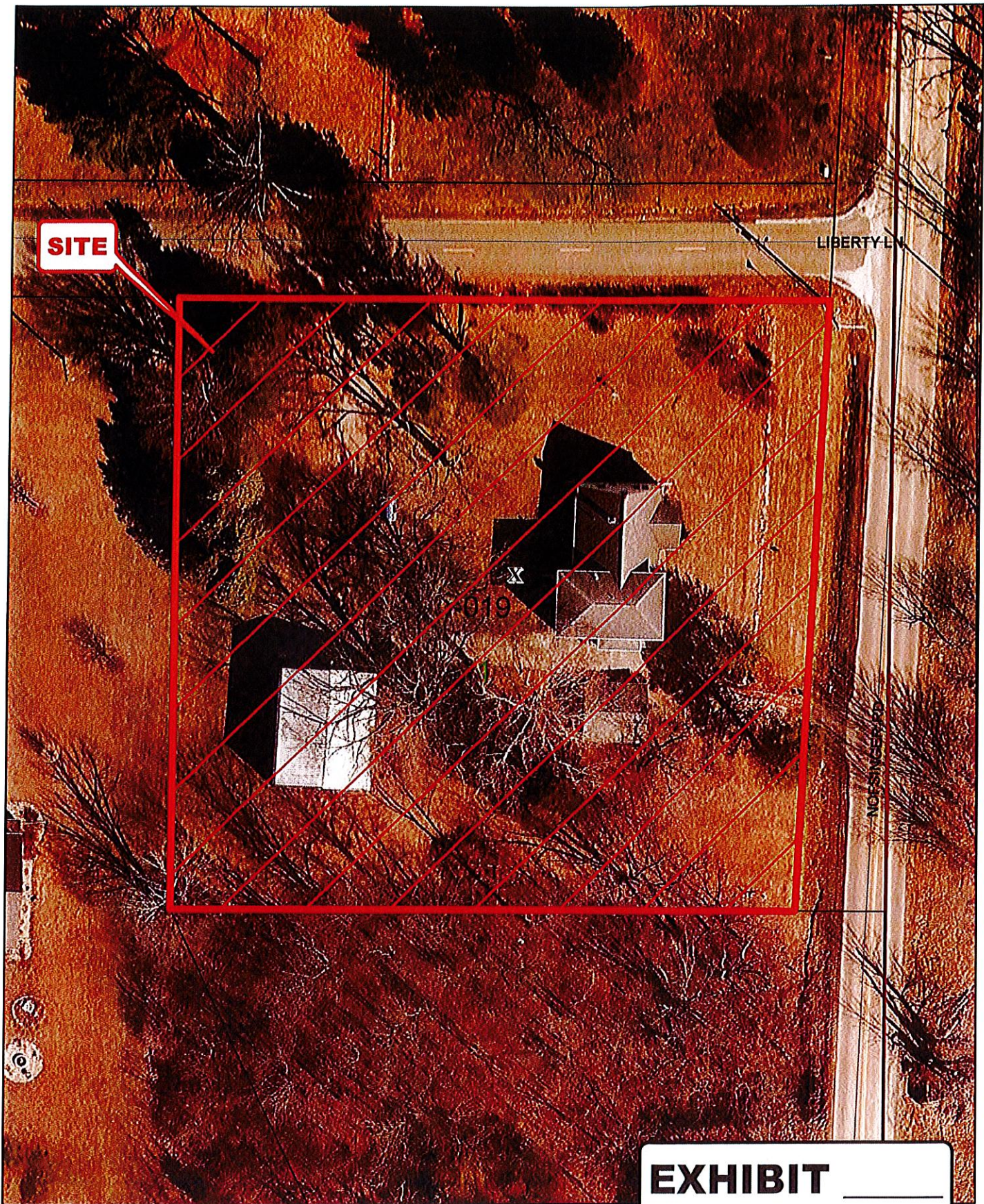
Blake M. Knapp



Zoe House
DREAM CENTER PEORIA

EXISTING SITE PLAN
1788 NOFSINGER ROAD, WASHINGTON, IL 61571

atelier
09/29/2023 | A1



SITE

LIBERTY LN

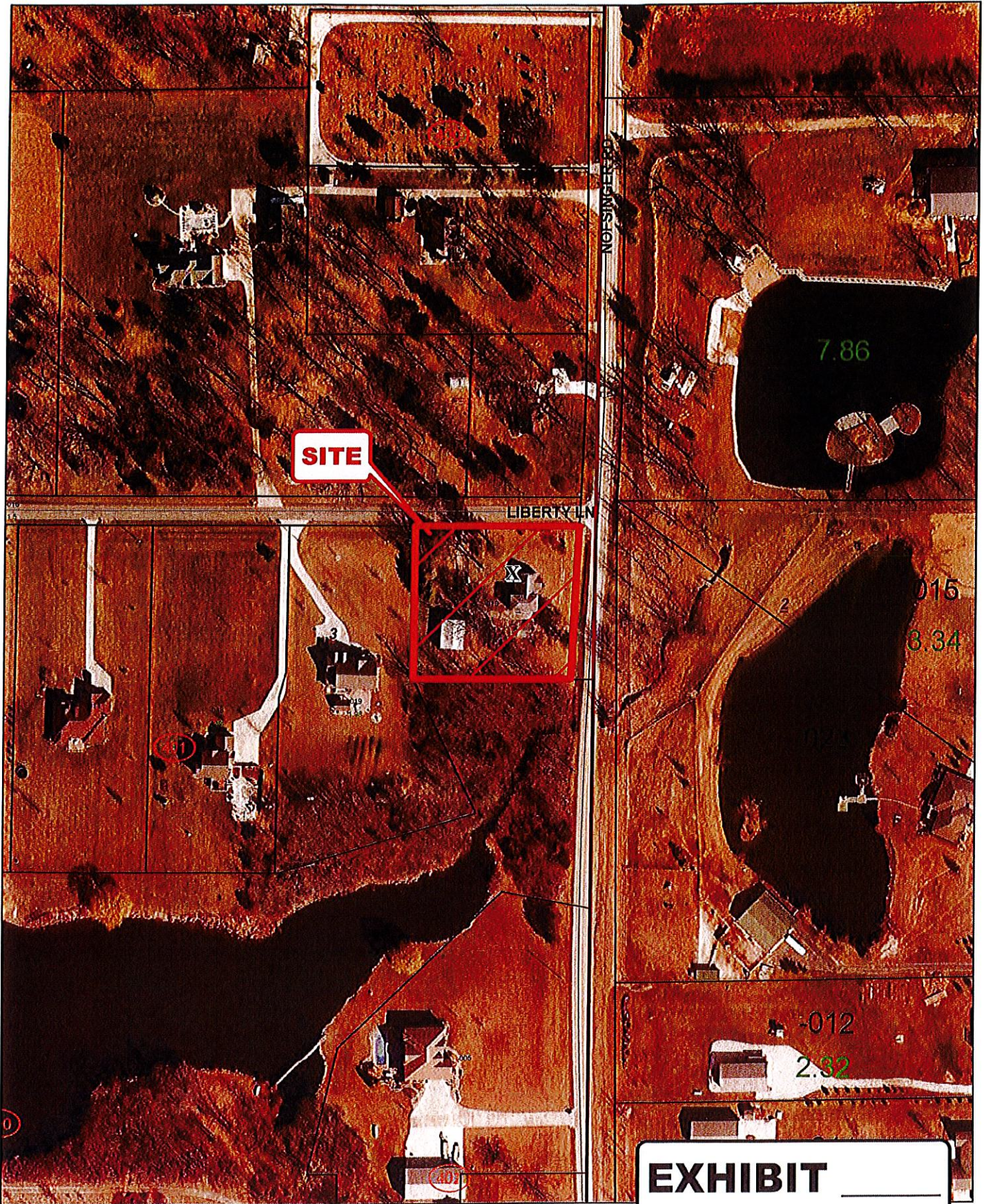
019

NOB STREET

EXHIBIT _____



0 10 20 40 60 80 Feet



SITE

LIBERTY LN

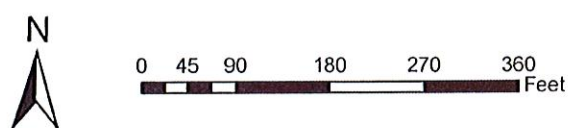
NOF-SINGER RD

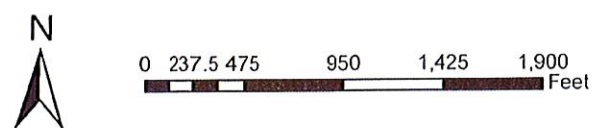
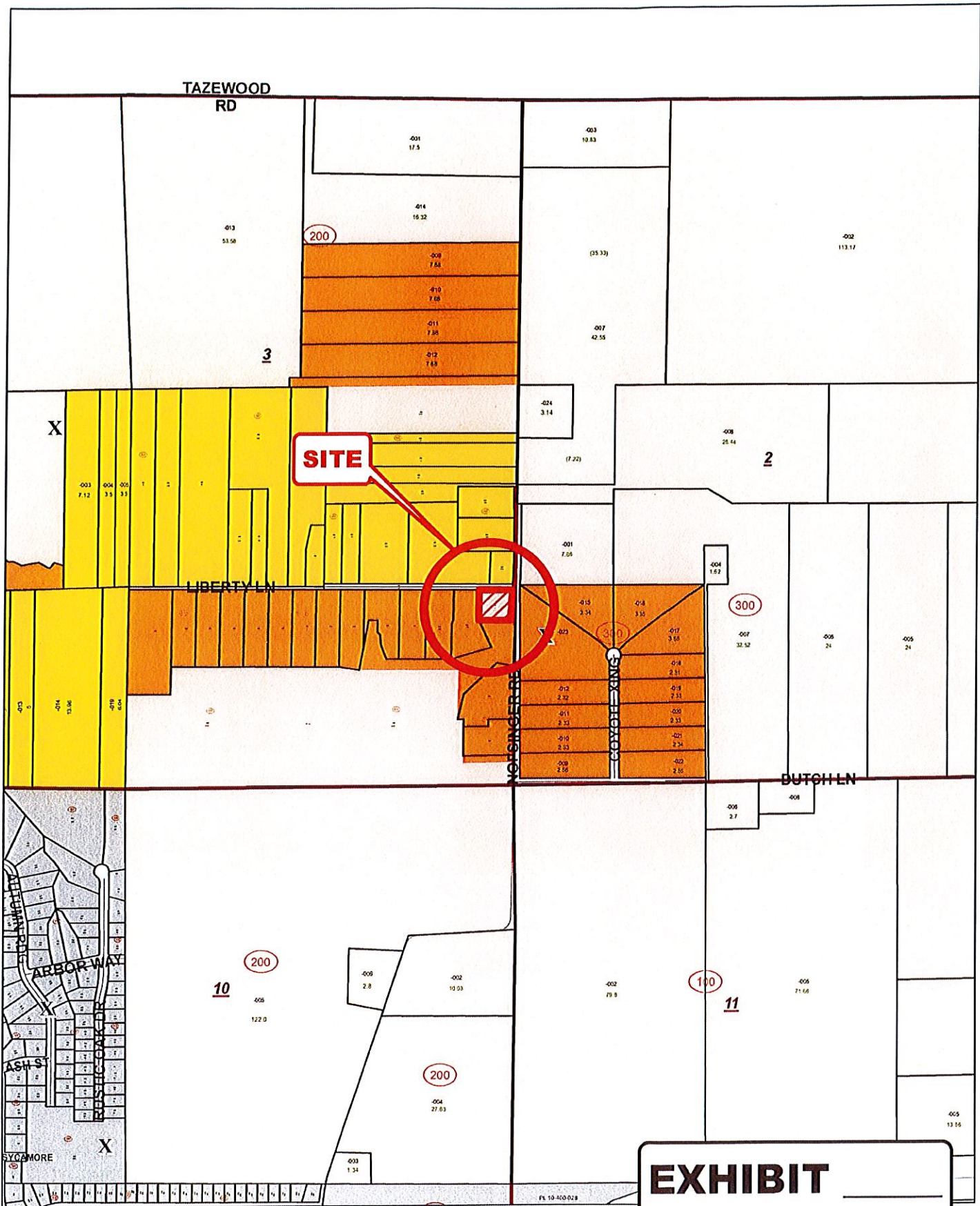
7.86

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8.34

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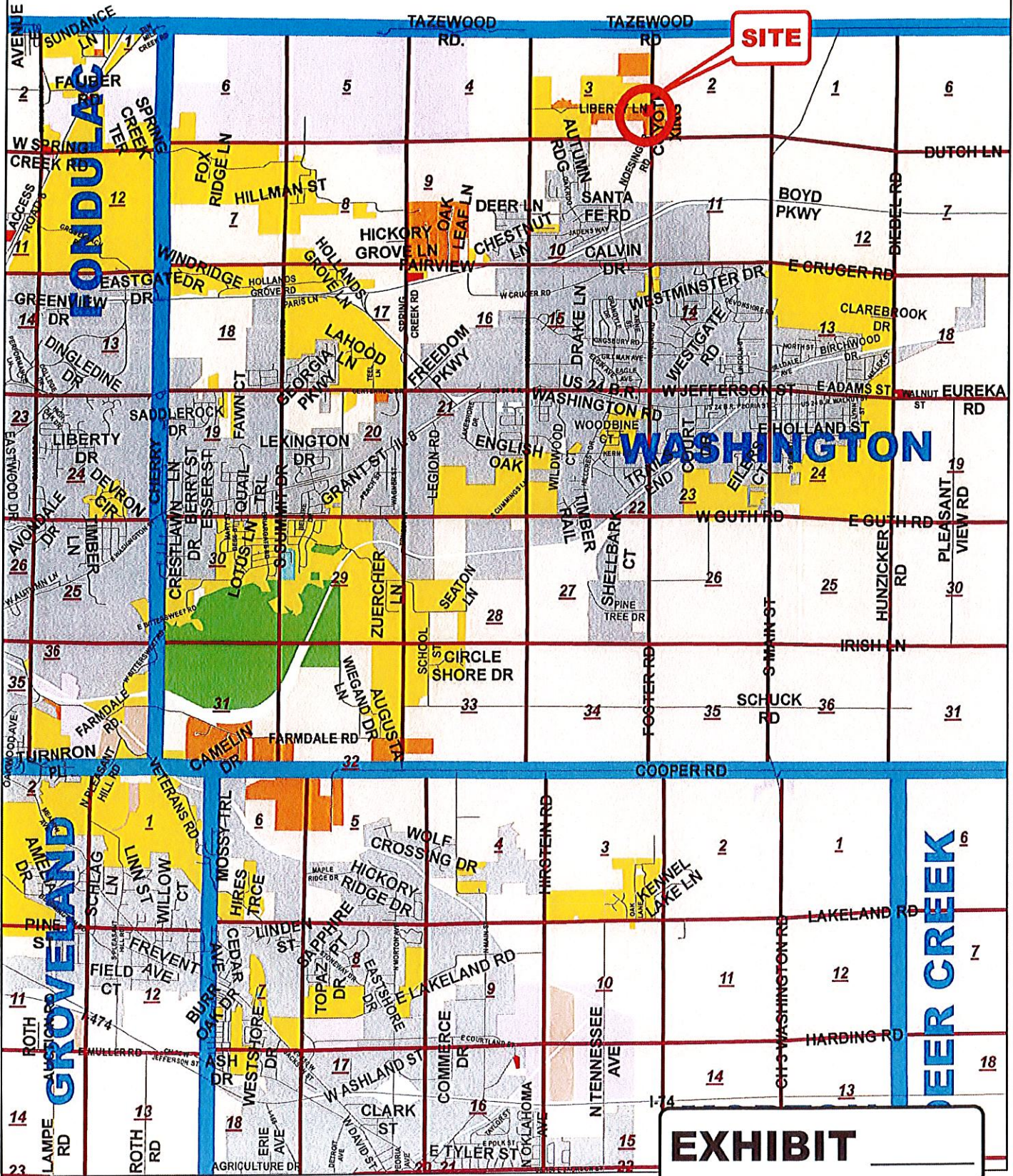
EXHIBIT _____





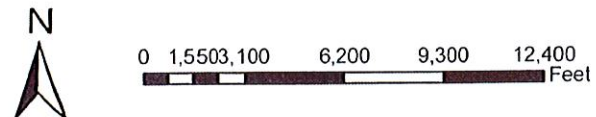
Zoning District	
A-1	C-1
CITY	I-1
R-1	R-R
AG Area	A-2
C-2	CONS
I-2	R-2

Woodford County



SITE

EXHIBIT



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

**LU-23-25
COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

=====

RESOLUTION

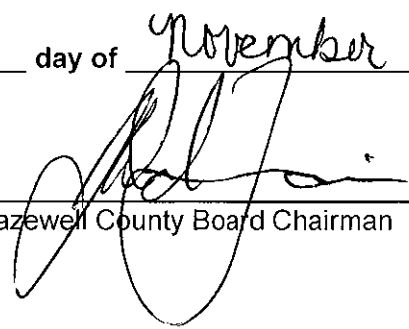
WHEREAS, the County's Land Use Committee recommends to the County Board to approve a Contractual Agreement for Plumbing Inspections with Tucker Plumbing an independent contractor to perform residential plumbing inspections and advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

WHEREAS, said services are needed as part of the Building Code Program for compliance with the State of Illinois Plumbing Code Part 890 Administrative Code which requires that all plumbing inspections be conducted by a licensed plumbing contractor.

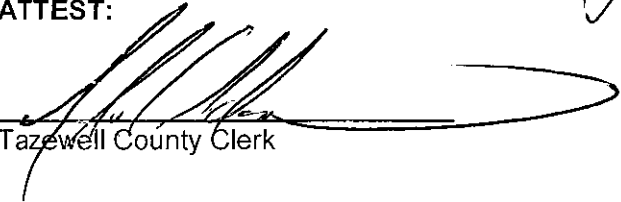
NOW THEREFORE BE IT RESOLVED, that the County Board approve this r Contractual Agreement subject to approval of the Community Development's Budget for contractual expenditures.

BE IT FURTHER RESOLVED, that the County Clerk notifies Jaclynn Workman, Community Development Administrator, Tucker Plumbing and the Auditor of this action.

Adopted this 15th day of November, 2023.



Tazewell County Board Chairman

ATTEST:


Tazewell County Clerk

CONTRACTUAL AGREEMENT FOR PLUMBING INSPECTIONS

This agreement entered this 15th day November, 2023 by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY" AND TUCKER PLUMBING, an independent contractor to perform the services of PLUMBING INSPECTOR, hereinafter referred to as "CONTRACTOR".

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

WHEREAS, as part of the Building Code Program Tazewell County has adopted the State of Illinois Plumbing Code Part 890 Administrative Code which requires that all plumbing inspections be conducted by a licensed plumbing contractor;

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

1. Scope of Work

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

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

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

2. **Rates/Billing.**

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

- a. It is estimated that there will be 3 inspections (underground, rough-in and final) at a rate of \$75.00 per inspection with mileage to be included in the rate.
- b. Services shall be billed to the County on a monthly basis

3. **Hold Harmless.**

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

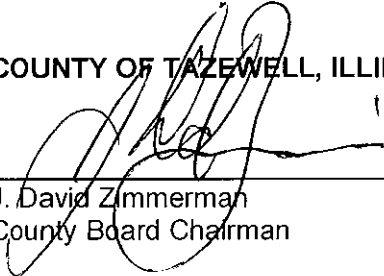
4. **Terms of Agreement.**

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

- c. This agreement shall be in full force and effective from December 1, 2023 through November 30, 2024. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.


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

COUNTY OF TAZEWELL, ILLINOIS



J. David Zimmerman
County Board Chairman

CONTRACTOR



Tim Tucker, Tucker Plumbing
Independent Contractor

**LU-23-26
COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

=====

RESOLUTION

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

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

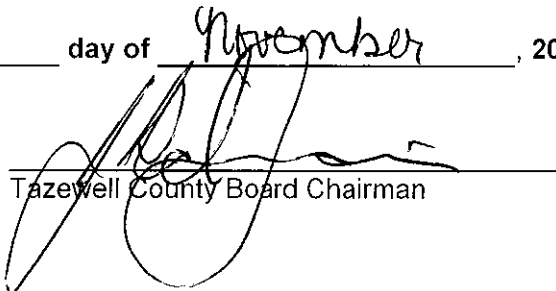
WHEREAS, said services are needed as part of the Tazewell County Building and Property Maintenance Code Program; and

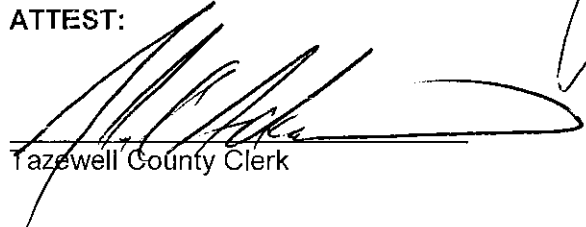
WHEREAS, said fees or services were increased to a rate of \$65.00 per inspection with mileage included by Resolution on April 27, 2022; and

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

BE IT FURTHER RESOLVED, that the County Clerk notifies Jaclynn Workman, Community Development Administrator, Richard Young and the County Auditor of this action.

Adopted this 15th day of November, 2023.


Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

**CONTRACTUAL AGREEMENT
FOR ELECTRICAL INSPECTIONS**

This agreement entered this 15th day of November, 2023, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY" AND RICHARD YOUNG, an independent contractor to perform the services of ELECTRICAL INSPECTOR, hereinafter referred to as "CONTRACTOR".

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

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

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

1. **Scope of Work**

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

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

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

2. **Rates/Billing.**

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

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

3. **Hold Harmless.**

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

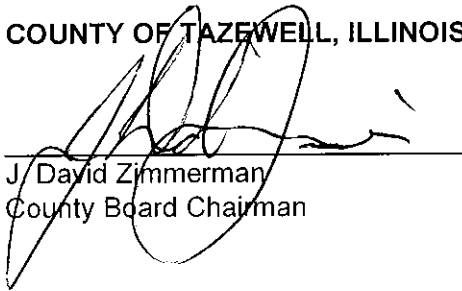
4. **Terms of Agreement.**

- a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.
- b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.
- c. This agreement shall be in full force and effective from December 1, 2023 through November 30, 2024. Either party may terminate this Agreement by written notice

of termination given to the other party at least (30) calendar days prior to the specified date of termination.

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

COUNTY OF TAZEWELL, ILLINOIS



J. David Zimmerman
County Board Chairman

CONTRACTOR



Richard Young
Independent Contractor

LU-23-27
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

=====

RESOLUTION


WHEREAS, the County's Land Use Committee recommends to the County Board to approve a Contractual Agreement with Central Illinois Fire Inspection Services, LLC an independent contractor to perform Commercial Plan Review for Fire and Life Safety and Inspections in addition to advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

WHEREAS, said services are needed as part of the Building Code Program.

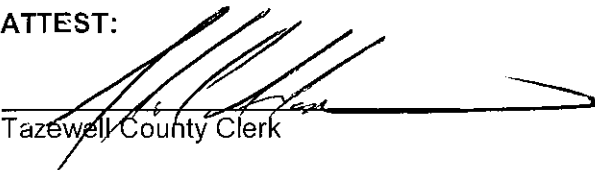
NOW THEREFORE BE IT RESOLVED, that the County Board approve this Contractual Agreement subject to approval of the Community Development's Budget for contractual expenditures.

BE IT FURTHER RESOLVED, that the County Clerk notifies Jaclynn Workman, Community Development Administrator, the Auditor and Central Illinois Fire Inspection Services, LLC.

Adopted this 15th day of November, 2023.



Tazewell County Board Chairman

ATTEST:


Tazewell County Clerk

**CONTRACTUAL AGREEMENT
FOR COMMERCIAL PLAN REVIEW FOR FIRE AND LIFE SAFETY INSPECTIONS**

This agreement entered this 15th day of November 2023, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY" AND CENTRAL ILLINOIS FIRE INSPECTION SERVICES, LLC an independent contractor to perform the services of COMMERCIAL PLAN REVIEW AND INSPECTIONS FOR FIRE AND LIFE SAFETY, hereinafter referred to as "CONTRACTOR".

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

WHEREAS, as part of the Building Code Program Tazewell County has adopted the 2018 International Building Code, 2018 International Existing Building Code, 2018 International Fire Code, NFPA 101 Life Safety Code, NFPA 70 National Electric Code 2017 Edition and the Illinois Energy Conservation Code (most current addition);

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

1. **Scope of Work**

- a. The County and Contractor hereby agree that Contractor will serve as the COMMERCIAL FIRE AND LIFE SAFETY PLANS REVIEWER AND INSPECTOR, to perform Life Safety and Fire Review on all Commercial buildings as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all licenses and certifications as needed or required by the State of Illinois to conduct such Life Safety Review and Inspections during the course of this agreement. The Community Development Administrator shall give Contractor up to five (5) business days from receipt of project materials or another mutually agreed upon time frame for review.
- b. For all inspections related to Fire and Life Safety Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contractor are desired. Contractor understands that the Tazewell County Community Development Department will, whenever possible, provide twentyfour (24) hour notice when such services are desired to be completed. Contractor understands that there may be times when a request will be made for services to be completed less than twenty-four (24) hours when mutually agreed upon.
- c. The Community Development Administrator shall be responsible for collecting all fees related to Fire and Life Safety Review for Commercial Permits.
- d. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.

- e. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.
- f. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.
- g. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. **Rates/Billing.**

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

Plan Review Services

- a. \$250.00 each for Life Safety, Fire Alarm, Fire Suppression Sprinkler Review up to 49,999 square feet and \$350.00 each for structures at 50,000 or more square feet. Fee includes one of either a Life Safety Review, Fire Alarm Review or Fire Suppression Sprinkler Review, one re-review of a corrected or amended plan and a final inspection with documentation. All third or greater re-reviews of corrected or amended plans will be billed at full review fee.
- b. \$250.00 each for Commercial Kitchen Suppression Hood System Review for kitchens with 1 to 3 Hoods and \$350.00 each for Kitchens with 4 or more Hoods. Fee includes the hood plan review, one re-review and the final inspection with documentation.

On-site Inspection Services (other than the included final inspection following a plan review), along with existing building, routine or complaint driven life or fire safety inspections, occupant load calculations, etc.

- a. Services billed at \$50.00 per hour from time of leaving office to time of return to office plus documentation time (1 hour minimum charge per instance, 30 minute increments thereafter, mileage included) unless otherwise negotiated.

Consulting Services

(Research, meetings, formal document preparation, phone consultations)

- d. \$50.00 per hour including any necessary travel time (15 minute minimum charge, 15 minute increments thereafter)

Services will be invoiced to the County, via email zoning@tazewell-il.gov , within one week of services. The

3. **Hold Harmless.**

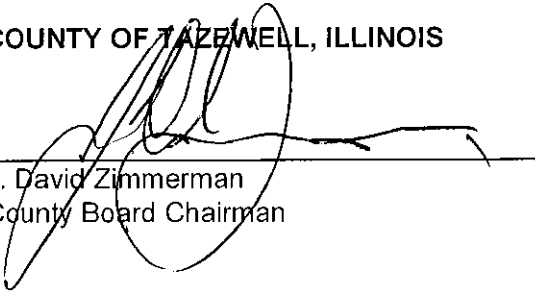
In consideration of the County hiring said Contractor he shall save and hold the County of Tazewell free and harmless from all liability, losses, damages, costs, attorneys' fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or of loss of use to or of any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

4. **Terms of Agreement.**

- a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.
- b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.
- c. This agreement shall be in full force and effective from December 1, 2023 through November 30, 2024. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

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

COUNTY OF TAZEWELL, ILLINOIS



J. David Zimmerman
County Board Chairman

CONTRACTOR



Central Illinois Fire Inspection Services, LLC
Independent Contractor
PO Box 356
Morton, IL 61550
CIFireInspection@gmail.com

**LU-23-28
COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

=====

RESOLUTION

WHEREAS, the County's Land Use Committee has reviewed the attached proposal by Tri-County Regional Planning Commission to provide Zoning and Planning Services for the Tazewell County Community Development Department; and

WHEREAS, the attached proposal is for one year at the following cost of:

One Year (2023) \$9,045.00

WHEREAS, the Land Use Committee recommends approval of the proposal submitted by Tri-County Regional Planning Commission for Zoning and Planning Services with the following conditions:

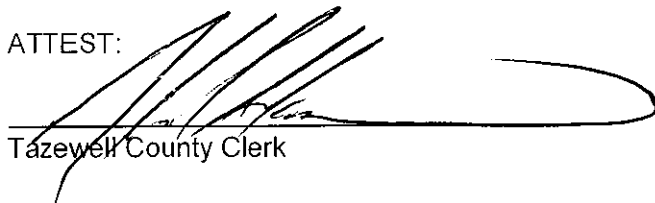
1. This proposal may be terminated at any time by either party, with or without cause, upon thirty (30) days written notice to the other party.
2. This proposal is subject to approval of the Community Development Departments Fiscal Year 2024 Operating Budget by the Tazewell County Board.

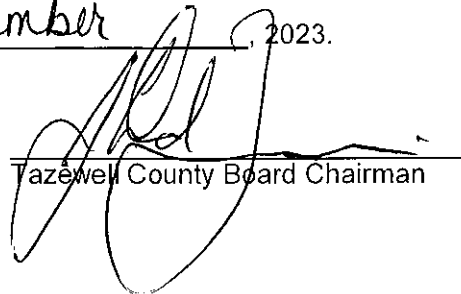
NOW THEREFORE BE IT RESOLVED, that the County Board hereby approves the attached proposal by Tri-County Regional Planning Commission to provide Zoning and Planning Services for Tazewell County Community Development Department December 1, 2023 through November 30, 2024.

BE IT FURTHER RESOLVED, that the County Clerk notify the Tazewell County Auditor, Tri-County Regional Planning Commission and the Community Development Administrator of this action.

PASSED THIS 15th day of November, 2023.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

RESOLUTION 24-26

A RESOLUTION OF THE TRI-COUNTY REGIONAL PLANNING COMMISSION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AND IMPLEMENT AN AGREEMENT FOR PLANNING AND ZONING SERVICES FOR TAZEWell COUNTY FOR AN AMOUNT NOT TO EXCEED \$9,045.

WHEREAS, Tri-County Regional Planning Commission, hereafter referred to as TCRPC, has provided planning and zoning services to Tazewell County for over 15 years, and

WHEREAS, TCRPC staff met with officials from Tazewell County to set a scope of work for services to renew the current contract, and

WHEREAS, TCRPC has resources to review every aspect of cases pertaining to the Tazewell County Zoning Board of Appeals, Subdivision Code and Tazewell Comprehensive Land Use Plan to ensure compliance and conformity to such, and

WHEREAS, TCRPC has the resources to review, recommend, and report findings, and

WHEREAS, TCRPC staff submitted a proposal and budget to Tazewell County for the scope of services to the amount of \$9,045, and

NOW THEREFORE BE IT RESOLVED, that the Commission authorize the Executive Director to enter into an agreement with Tazewell County for Planning and Zoning services for the period December 1, 2023 through November 30, 2024 for an amount not to exceed \$9,045.

Presented this 6th day of December 2023

Adopted this 6th day of December 2023



Greg Menold, Chairman
Tri-County Regional Planning Commission

ATTEST:



Eric Miller, Executive Director
Tri-County Regional Planning Commission

LU-23-29
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

=====

RESOLUTION

WHEREAS, the Tazewell County Land Use Committee has reviewed the attached agreement with Municipal Addressing Services Company to re-enter into a one year agreement beginning December 1, 2023, through November 30, 2024, for addressing services for the unincorporated areas of Tazewell County for a financial commitment as follows:

- | | |
|-----------------------------------|----------|
| a) on or before March 1, 2024 | \$700.00 |
| b) on or before June 1, 2024 | \$700.00 |
| c) on or before September 1, 2024 | \$700.00 |
| d) on or before December 1, 2024 | \$700.00 |

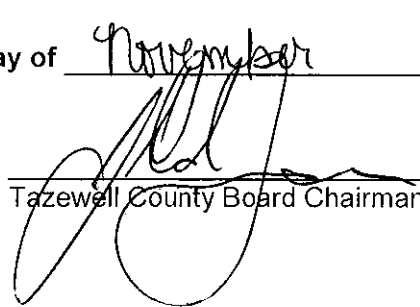
WHEREAS, the Land Use Committee further approves the proposal with the following conditions:

1. Said contract shall be funded through the general revenue fund with said fund being replenished by fees collected through addressing applications accepted by the Community Development Administrator;
2. Said contract shall be subject to approval of the Community Development's Fiscal Year 2024 Operating Budget by the Tazewell County Board;

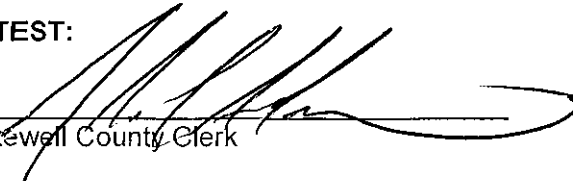
NOW THEREFORE BE IT RESOLVED, that the County Board approve this Contractual Agreement.

NOW THEREFORE BE IT FURTHER RESOLVED that the County Clerk shall notify Municipal Addressing Services, the Tazewell County Auditor and the Community Development Administrator of this action.

Adopted this 15th day of November, 2023



Tazewell County Board Chairman

ATTEST:


Tazewell County Clerk

ADDRESS NUMBER(S) ASSIGNMENT SERVICES AGREEMENT

THIS AGREEMENT entered into this 15th day of November, 2023, in the City of Pekin, Illinois, by and between the **COUNTY OF TAZEWell, ILLINOIS**, hereinafter referred to as "County," and **MUNICIPAL ADDRESSING SERVICES COMPANY** hereinafter referred to as "Contractor":

RECITALS

- (a) The parties did on the 15th day of November, 2023 enter into an Address Number(s) Assignment Services Agreement for a term of twelve (12) months from the date of said Agreement.
- (b) The County wishes to continue to provide for efficient and orderly addressing in unincorporated areas of Tazewell County.
- (c) The parties desire to enter into a one-year agreement for addressing services.
- (d) Contractor reasonably estimated that approximately 50+ single addresses will be assigned during the period beginning December 1, 2023, and ending November 30, 2024.
- (e) Contractor employs Stephen Hullcraz and provides such addressing services.
- (f) That a Resolution was passed by the County Board Authorizing the execution of an Address Number(s) Assignment Service Agreement.

NOW THEREFORE, the parties agree as follows:

(1) **Purpose.** County engages the Contractor to furnish the services herein set forth, under the conditions and for the compensation herein stipulated, and Contractor accepts said engagement upon said terms. Contractor understands and agrees that the purpose of this Agreement is to assign addresses in unincorporated areas of Tazewell County as requested by the County.

More specifically, it is the understanding of the parties that:

- (a) The addressing assignments will be initiated by the County;
- (b) The addresses will be established by the Contractor and assigned using the Tazewell County highway grid system, the addressing system existing in the vicinity of the new property, or a reasonable addressing system developed by the Contractor, where appropriate;
- (c) The Community Development Officer, or some other officer designated by the County Board, shall accept addresses established by Contractor.

- (d) The County shall have in place, and made a good faith effort to enforce, a requirement that all property owners display the correct address number at each residence or business location. It is expressly understood that it is not the responsibility of Contractor to see that addresses are posted.

(2) Scope of Work. The County will take and receive applications for addresses, and will provide Contractor with said applications. Contractor shall act as an independent contractor in providing the addressing services. The County shall be responsible for collecting any fees or charges for addressing services.

Contractor shall have seventeen (17) days within which to assign addresses after Contractor's receipt of a request from the County. Contractor shall not be liable for delays in utilities establishing service to property owners nor shall Contractor be liable for delays in starting construction, or the issuance of required permits.

Contractor shall provide addressing services for subdivisions, single family dwellings, multi-family dwellings, businesses, government buildings, farm buildings and other structures under the terms of this Agreement.

(3) Compensation/Fee Schedule. The parties agree that Contractor will be compensated by the County, under this Agreement as follows:

(a)	on or before March 1, 2024	\$700.00
(b)	on or before June 1, 2024	\$700.00
(c)	on or before September 1, 2024	\$700.00
(d)	on or before December 1, 2024	\$700.00

Due to the fluctuations in the housing market and general economy since the original agreement was made, the amount of work covered by this Agreement is difficult to forecast at the beginning of each agreement term. In order to fulfill an appropriate amount of services to Tazewell County, Contractor agrees to continue to provide site address corrections, mail address corrections, and other work pertaining to correctly locating parcels and owners in Tazewell County through the Department of Community Development, Supervisor of Assessment's Office, the Tazewell County Highway Department, as those departments deem a needed service. This additional work will be done without further cost to the County, and the additional work shall be done at the convenience of both the Contractor and the county office requesting the additional work. Contractor will not submit a mileage reimbursement request unless additional mileage beyond one (1) trip each day is made to the County offices in Pekin, Illinois.

Any additional requests by the County for additional work outside the principal scope of this agreement, other than stated above, shall be at the rate of \$40.00 per hour and mileage at the maximum IRS mileage rate.

All amounts above provided shall be paid as and for addressing services for the calendar quarter. All checks for such services shall be made payable to "Municipal Addressing Services Company"

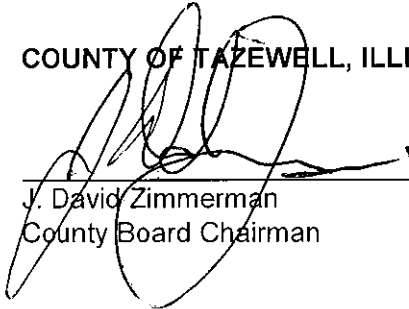
(4) Obligations of County. The County shall provide to or for the use of Contractor the following:

- (a)** The County shall provide Contractor, at the County's sole cost and expense, access to the Tazewell County Supervisor of Assessments records, by parcel identification number, as is currently being provided to Contractor.
- (b)** The County shall provide to Contractor, at the County's sole cost and expense, a complete set of the most recent aerial photographs of the County for Contractor's use in providing addressing services. Such aerial photographs shall include both high flight and low flight photograph sets if available, and will be provided to Contractor in a format acceptable to Contractor which is compatible with Contractor's other equipment.

(5) Term of Agreement. This Agreement shall be in full force and effect from December 1, 2023, through November 30, 2024. Either party may terminate this Address Number(s) Assignment Services Agreement by written notice of termination given to the other party at least ninety (90) days in advance of the termination date specified in said notice.

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

COUNTY OF TAZEWELL, ILLINOIS



J. David Zimmerman
County Board Chairman

CONTRACTOR



Stephen Hullcranz
Municipal Addressing Services

REVISED



Amended

Resolution Appropriating Funds for the Payment of the County Engineer's Salary

Does the County participate in the County Engineer's Salary Reimbursement Program? Yes No

Resolution No T-23-21

Section No 24-00000-00-CS

STP Section No 24-CS179-00-AC

WHEREAS, the County Board of Tazewell County has adopted a resolution establishing the salary of the County Engineer to be >95% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and percentage

WHEREAS, the County Board of Tazewell County has entered into an agreement with the Illinois Department of Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Tazewell County Board that there is hereby appropriated the sum of **\$144,393.00** One Hundred Forty Four Thousand Three Hundred Ninety Three and 00/100 Dollars () from the County's

Motor Fuel Tax funds for the purpose of paying the County Engineer's salary from 01/01/24 to 12/31/24 and, beginning date ending date

BE IT FURTHER RESOLVED, that the Tazewell County Board hereby authorizes the Department of Transportation, State of Illinois to transfer Seventy Two Thousand One Hundred Ninety Six and 50/100 Dollars

(\$72,196.50) of Federal Surface Transportation Program funds allocated to Tazewell County to the Department of Transportation in return for an equal amount of State funds; and

BE IT FURTHER RESOLVED, by the Tazewell County Board that there is hereby appropriated the sum of Fifty Eight Thousand and 00/100 Dollars (\$58,000.00) from the County's

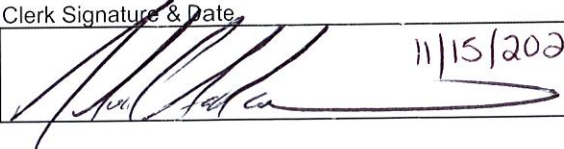
Motor Fuel Tax funds for the purpose of paying the County Engineer's expenses from 01/01/24 to 12/31/24 Fund beginning date ending date

I John C. Ackerman County Clerk in and for said County of Tazewell in the State of Illinois, and Name of Clerk County keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Tazewell at a meeting held on 11/15/23 . date

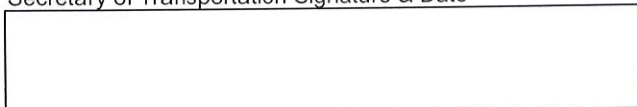
I certify that the correct TIN/FEIN number for Tazewell County is 376002171 Legal Status: Governmental. County TIN/FEIN Number

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of November 2023 . Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date
 11/15/2023

APPROVED
STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
For resolutions involving a transfer of STR funds:

Omer Osman, P.E.
Secretary of Transportation Signature & Date


BY:
George A. Tapas, P.E., S.E.
Engineer of Local Roads & Streets Signature & Date


For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

LPA NAME

Tazewell

County

Section No

24-00000-00-CS

STP Section No

24-CS179-00-AC

For IDOT Use Only

Dates of the existing agreement between IDOT and County _____ to _____
Beginning Ending

Dates of the new agreement between IDOT and County _____ to _____
Beginning Ending

COMMITTEE REPORT


Mr. Chairman and Members of Tazewell County Board:

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


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

ADOPTED this 15th day of November, 2023.

ATTEST:



County Clerk



County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, the County Engineer has requested approval to receive bids for new equipment to replace old equipment, lease, sell, or acquire new equipment; and

WHEREAS, the following equipment at the following associated costs has been budgeted to be paid from the FY 2024 County Highway Tax Fund, Lease Payments Line Item (211-400-5206) and Highway Equipment Line Item (211-400-5559);

- | | | |
|----------------------------------|-----------|-------|
| 1. Lease: Tractors/Mowers | \$48,200 | |
| 2. Lease: Endloader | \$55,800 | |
| 3. Lease: Backhoe/Mini-Excavator | \$13,700 | |
| 4. Replace: Tandem (#22) | \$300,000 | |
| 5. Replace: Truck F350 (#7) | \$70,000 | |
| 6. Replace: Truck (#10) | \$100,000 | |
| 7. Repaint: Lowboy Semi (#24) | \$30,000 | |
| 8. Misc. Items | \$20,000 | ; and |


WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Engineer be authorized to take bids;

THEREFORE BE IT RESOLVED that the County Board would approve said recommendation of the Transportation Committee.

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

PASSED THIS 15th DAY OF NOVEMBER, 2023

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman



District	County	Resolution Number	Resolution Type	Section Number
4	Tazewell	T-23-23(P1 of 2)	Original	24-00000-00-GM

BE IT RESOLVED, by the Board of the Tazewell County of Tazewell Illinois that there is hereby appropriated the sum of Three Million Six Hundred Sixty Eight Thousand and 00/100 Dollars (\$3,668,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/24 to 12/31/24 .

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Tazewell County of Tazewell shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

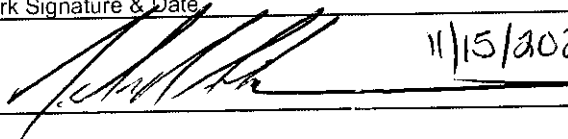
BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I John C. Ackerman Tazewell County Clerk in and for said Tazewell County of Tazewell in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the


Board of Tazewell at a meeting held on 11/15/23 .

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of November, 2023 .

(SEAL, if required by the LPA)

Clerk Signature & Date
 11/15/2023

APPROVED

Regional Engineer Signature & Date
 Department of Transportation


COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

ADOPTED this 15th day of November, 2023.

ATTEST:



County Clerk



County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, the County Engineer has requested approval to receive bids for new bridge and road contracts as plans and specifications become available; and

WHEREAS, these bridge and road projects have been budgeted for Fiscal Year 2024 with each project and approximate cost as follows:

BRIDGES:

1. 090-3107; Unsicker Rd over Dillon Creek(19-08124-00-BR) - \$309,600 CB, \$584,000 TBP, \$73,000 RD
2. 090-5013; Robinson Rd over Local Stream(19-14119-00-DR) - \$650,000 CB, \$285,354 RD
3. 090-6052; LaSalle Blvd in Marquette Heights(20-00009-00-BR) - \$503,500 CB, \$313,039 OTHER LOCAL
4. 090-3141; Center Rd over Mid. Fork Sugar Creek(22-09123-00-BR) - \$225,280 CB, \$197,120 TBP, \$9,936 RD
5. Road District/Municipality – Joint Bridge Funds(Various Locations) - \$100,000 CB, \$20,000 RD

ROADS:

1. General Maintenance – Road Program (01GM, 05GM - 09GM) - \$ 3,200,000 CMFT, \$300,000 MT
2. General Maintenance – Paint (24-00000-02-GM) - \$200,000 CMFT
3. General Maintenance – Beads (24-00000-03-GM) - \$30,000 CMFT
4. General Maintenance – Salt (24-00000-04-GM) - \$238,000 CMFT
5. General Maintenance – Culverts (24-00000-10-GM) - \$100,000 MT
6. General Maintenance – Maintenance Materials (Various Locations) - \$70,000 CH
7. General Maintenance – Contractual (Various Locations) - \$80,000 CH
8. Highway Department Building – Shop and Office Renovation - \$230,000 CH, \$390,000 CMFT

WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Engineer be authorized to take bids.

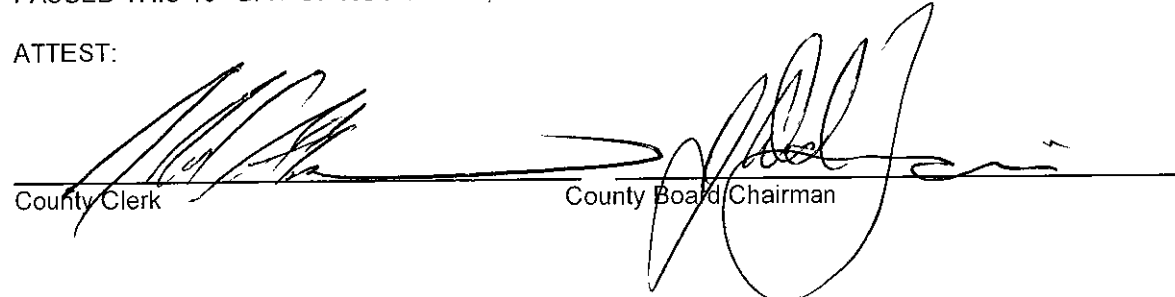
THEREFORE BE IT RESOLVED that the County Board would approve said recommendation of the Transportation Committee.

BE IT FURTHER RESOLVED that the County Board authorize the County Board Chairman to sign the necessary IDOT project funding agreements subject to current budgetary constraints.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman and the County Engineer of this action.

PASSED THIS 15th DAY OF NOVEMBER, 2023

ATTEST:



County Clerk _____ County Board Chairman _____

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, the County Engineer and Assistant County Engineer have requested approval to attend the following conference in FY2024:

- 1. National Association of County Engineers – Palm Springs, CA: April 15-18, 2024
- ; and

WHEREAS, these items are included in the FY 2024 budget and will be paid from County Highway Fund, Training & Education Line Items; and

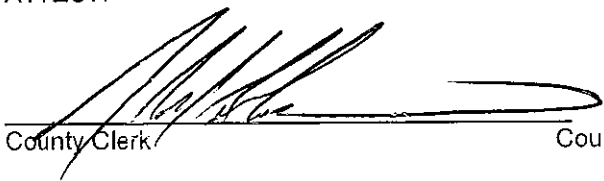
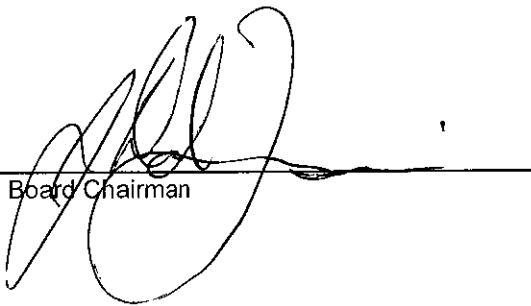
WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Engineer attend these conferences as requested;

THEREFORE BE IT RESOLVED that the County Board would approve said recommendation of the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, County Auditor and the County Engineer of this action.

PASSED THIS 15th DAY OF NOVEMBER, 2023

ATTEST:


 County Clerk
 
 County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, the County Engineer has requested approval to attend the following conference in FY2024:

Illinois Professional Land Surveyors Association 2024 Annual Conference
– Crowne Plaza; Springfield, Illinois; February 7-9, 2024; and

WHEREAS, these items are included in the FY 2024 budget and will be paid from County Highway Fund, Training & Education Line Items; and

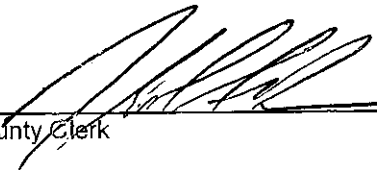
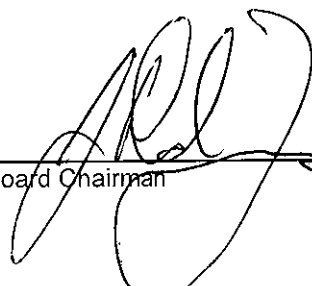
WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Engineer attend these conferences as requested;

THEREFORE BE IT RESOLVED that the County Board would approve said recommendation of the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, County Auditor and the County Engineer of this action.

PASSED THIS 15th DAY OF NOVEMBER, 2023

ATTEST:

 <hr style="border: 0.5px solid black;"/> County Clerk	 <hr style="border: 0.5px solid black;"/> County Board Chairman
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COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to authorize the Director of Animal Control to purchase a truck for Animal Control; and

WHEREAS, the purchase price of the 2023 Dodge 1500 SSV Crew Cab is \$38,467, prior to trade in of a 2016 Ford F150 with 170,000 miles; and

WHEREAS, this vehicle meets the State of Illinois vehicle bid price and will be purchased from FY24 Capital Outlay - Miscellaneous Equipment Line Item (231-530-5557); and


WHEREAS, the Animal Control Director is authorized to accept a reasonable trade-in value based on the Kelley Blue Book value.

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 Director of Animal Control, the Finance Office, and the Auditor of this action.

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

Thomas Dodge Chrysler Jeep of Highland, Inc.
 9604 Indianapolis Blvd
 Highland, IN 46322

Tazewell County Animal Control
 21314 IL RT-9
 Tremont, IL 61568

Quote

Date	Quote #
11/3/23	011RZ

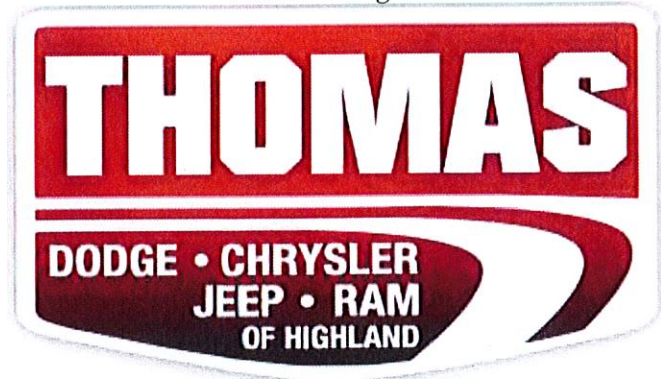
Make/Model	Year
Ram 1500 SSV Crew Cab 4x4	2023

Customer Phone	Customer Email		Attn:		
(309) 925-3370	laeschleman@tazewell-il.gov		Libby Aeschleman		
Item	Qty	Description	MSRP	Ext. Price	Total
DS6T98	1	Ram 1500 SSV 5.7L V8 HEMI	\$49,795.00	\$36,827.00	\$36,827.00
PW7	1	Bright White Clear Coat	N/C	N/C	\$0.00
D7X8	1	40/20/40 Front Bench Seat	\$50.00	\$47.00	\$47.00
DSA	1	Anti-Spin Rear Differential	\$495.00	\$456.00	\$456.00
AED	1	Chrome Appearance Group	\$695.00	\$640.00	\$640.00
TTB	1	LT265/70R17E BSW A/T Tires	\$250.00	\$231.00	\$231.00
ADB	1	Skid Plate Group w/Tow Hooks	\$395.00	\$364.00	\$364.00
XHC	1	Trailer Brake Control	\$295.00	\$272.00	\$272.00
GFA	1	Rear Window Defroster	\$195.00	\$180.00	\$180.00
R-EULWC1	1	Delete Standard Left LED Spotlight	(\$550.00)	(\$550.00)	(\$550.00)
			Total	\$38,467.00	
Phone	Contact Email		Contact		
(708) 403-8801	nicholasp@thomasautogroup.com		Nick Pash		

Dealer Signature



Customer Signature



COMMITTEE REPORT

P-23-15

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the Medical Office Space Lease with Proctor Health Systems for 1800 Broadway Street, Pekin, Illinois 61554; and

WHEREAS, on June 28, 2023 the County Board approved the purchase of 1800 Broadway Street, Pekin, with the sales contract including provisions of leasing back approximately 2,400 square feet; and

WHEREAS, the lease will begin on January 1, 2024 and will continue for five years, with the tenant having the option to extend for three (3) additional five (5) year terms; and

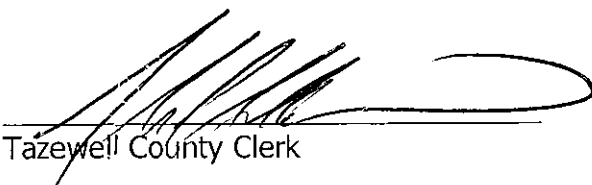
WHEREAS, the monthly rent amount will be \$3,400 for the initial term, \$3,700 for the first renewal option, \$4,000 for the second renewal option, and \$4,300 for the third renewal option.

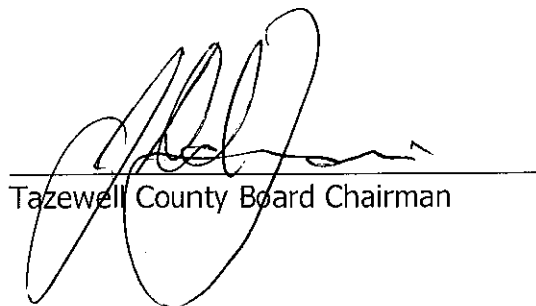
THEREFORE BE IT RESOLVED that the County Board authorizes the Board Chairman to execute a lease in substantially the form of the attached lease.

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 15th DAY OF NOVEMBER, 2023.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

MEDICAL OFFICE SPACE LEASE

THIS MEDICAL OFFICE SPACE LEASE (this “Lease”) is made and entered into, by and between COUNTY OF TAZEWELL, STATE OF ILLINOIS, an Illinois public body created and exercising its governmental authority under and pursuant to the 1970 Constitution of the State of Illinois, and the Illinois County Code (*55 ILCS 5/1* et seq.) (“Landlord”), and PROCTOR HEALTH SYSTEMS, an Illinois not for profit corporation (“Tenant”), effective as of the date set forth below by the parties (“Effective Date”).

BASIC LEASE PROVISIONS

1. Basic Lease Provisions. The following Basic Lease Provisions are intended to be in summary form and are addressed in greater detail in the Lease Terms and Conditions set forth below (the “Terms and Conditions”). In the event of any conflict, inconsistency or disagreement between the Basic Lease Provisions and the Terms and Conditions, the Terms and Conditions shall prevail.

- (a) Landlord address: 11 S. 4th Street, Pekin, Illinois 61554
- (b) Tenant address: Property Management Office, 120 NE Glen Oak Ave, Suite 101, Peoria, IL 61603
- (c) Building address: 1800 Broadway Street, Pekin, Illinois 61554
- (d) Commencement Date: January 1, 2024 at 12:01 a.m.
- (e) Lease term: Five (5) years beginning on the Commencement Date (January 1, 2024), plus Tenant options for extensions as detailed herein for three (3) additional five (5) year terms, subject to Tenant’s prior right to access the Building upon the Effective Date pursuant to Section 10 below for the build out of the Leased Premises)
- (f) Rent Per Usable Square Foot: Gross lease rent payment (including payment for taxes, insurance and utilities) at the annual rate of \$17.00 per square foot for the Initial Term (January 1, 2024 – December 31, 2028); \$18.50 for the first Renewal Term; \$20.00 for the second Renewal Term; and \$21.50 for the third Renewal Term. Gross Lease Rent for the Initial Term is calculated at the annual rate of \$17.00/square foot for Two Thousand Four Hundred (2,400) square feet in the Leased Premises and shall be payable monthly in the amount of Three Thousand Four Hundred Dollars (\$3,400.00). Monthly rent for the first Renewal Term shall be Three Thousand Seven Hundred Dollars (\$3,700.00); Monthly rent for the second Renewal Term shall be Four Thousand Dollars (\$4,000.00); and Monthly rent for the third Renewal Term shall be Four Thousand Three Hundred Dollars (\$4,300.00).
- (g) Right of First Refusal/Purchase: If Tenant is current in all of Tenant’s material obligations and duties hereunder, is not then in default under the terms of the Agreement, and this Agreement has not previously been terminated as herein provided, Tenant shall have a right of first refusal to purchase the “Property” (as referenced and defined in the Commercial Real Estate Sales Contract for the purchase and sale of 1800 Broadway Road, Pekin, Illinois between

Landlord and Carle Health dated on or around June 30, 2023, such real estate referenced therein hereinafter referred to as the “Property”) as detailed herein in the event that Landlord elects to sell the Property or any part thereof during the Initial Term or any Renewal Term hereunder.

(h) **Right of First Refusal/Lease:** If Tenant is current in all of Tenant’s material obligations and duties hereunder, is not then in default under the terms of the Agreement, and this Agreement has not previously been terminated as herein provided, Tenant shall have a right of first refusal to lease the balance of the Building as detailed herein in the event that Landlord elects to lease the Building or any part thereof during the Initial Term or any Renewal Term hereunder to any tenant other than Tazewell County or an agency of the County, or the Tazewell County Health Department.

(i) **Leasing Restrictions:** For a period of ten (10) years from and after October 1, 2023, Landlord shall be restricted as detailed herein from leasing any other portion of the Building to a competing health system without the express prior written consent of Tenant and/or Carle Health.

(j) **Permitted use:** Medical Office Building and related services and operations.

LEASE TERMS AND CONDITIONS

Section 1. **Demise of Building.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, certain medical office space in the medical office building located at 1800 Broadway Street, Pekin, IL 61554 (the “Building”), more specifically being Two Thousand Four Hundred (2,400) square feet of medical office space as designated on **Exhibit A** attached hereto (“Leased Premises”).

Section 2. **Term and Commencement.**

(a) **Term.** Subject to Tenant’s prior right to access the Building upon the Effective Date pursuant to Section 10 below for the build out of the Leased Premises, this Lease shall commence on the Commencement Date set forth in **Section 1(d)** of the Basic Lease Provisions (the “Commencement Date”) and shall remain in full force and effect for an initial term of five (5) years (the “Initial Term”). If Tenant is current in all of Tenant’s material obligations and duties hereunder, is not then in default under the terms of the Agreement, and this Agreement has not previously been terminated as herein provided, Tenant shall have the unilateral option for up to three (3) additional (5) year terms (the “Renewal Terms”) upon providing written notice of election thereof to Landlord at least ninety (90) days prior to the expiration of the then current Initial Term or Renewal Term. The Initial Term and any Renewal Terms shall be collectively referred to as the “Term.”

(b) **Commencement of Term and Obligation to Pay Rent.** Rent (as hereinafter defined) for the first month of the Term shall first be due and payable on or before the Commencement Date. The Term shall expire on the last day of the calendar month in which the Term is stated above to expire (the “Expiration Date”).

(c) Lease Year. The term "Lease Year," as used herein, shall mean twelve (12) consecutive calendar months commencing on the Commencement Date and each anniversary thereof.

(d) Holdover. If Tenant remains in possession of the Leased Premises after the expiration of the Term hereof, Tenant, at Landlord's option and within Landlord's sole discretion, may be deemed a tenant on a month-to-month basis and shall continue to pay rental in the amounts herein provided, except that the monthly rental amount shall be automatically increased to one hundred twenty-five percent (125%) of the last monthly rental payable under this Lease, and Tenant shall comply with all the terms of this lease; provided that nothing herein nor the acceptance of rental by Landlord shall be deemed a consent to such holding over. Tenant shall defend, indemnify, protect and hold Landlord harmless from and against any and all losses resulting from Tenant's failure to surrender possession upon the expiration of the Term, including, without limitation, any claims made by any succeeding tenant.

Section 3. Possession. Tenant shall be granted possession of the Leased Premises as of the Effective Date. Tenant acknowledges that it has inspected the Leased Premises and knows its condition, and agrees to accept the Leased Premises in "AS-IS, WHERE-IS" condition, without any representations or warranties on the part of Landlord as to the title, status or condition of the Leased Premises. Tenant's possession of the Leased Premises shall be deemed conclusive evidence that the Leased Premises are in good and satisfactory condition as of the Effective Date.

Section 4. Rent. For the Initial Term and Renewal Terms, Tenant covenants to pay to Landlord, as gross lease rent for the Leased Premises, inclusive of payment for taxes, insurance and utilities for the Leased Premises, the gross lease rent set forth in Section 1(f) of the Basic Lease Provisions, to be paid in the amounts and during the periods set forth therein either via ACH or other electronic transfer or at the address for Landlord set forth in Section 1(a) of the Basic Lease Provisions. Rent shall be payable monthly in advance on or before the first day of each calendar month during the Term, in lawful money of the United States of America. Rent for any partial month shall be prorated based on the number of days of Tenant's tenancy.

(a) Late Charges; Default Interest. If any payment is not paid within five (5) business days of the date such payment is due, such payment shall, in addition to any other remedy of Landlord, incur a late charge of five percent (5%) (which late charge is intended to compensate Lessor for the cost of handling and processing such delinquent payment and should not be considered interest) and bear interest at the Default Rate, such interest to be computed from and including the date such payment was due through and including the date of the payment; *provided, however*, in no event shall Lessee be obligated to pay a sum of late charge and interest higher than the maximum legal rate then in effect. "Default Rate" means 14% per annum or the highest rate permitted by Law, whichever is less.

Section 5. General Provisions Regarding Payments. Tenant covenants to pay and discharge, when the same shall become due, gross lease rent and all other amounts, liabilities and obligations that Tenant assumes or agrees to pay or discharge pursuant to this Lease, if any (collectively, the "Rent"). All payments due to Landlord hereunder shall be made payable to Landlord and sent to Landlord at the address of Landlord set forth in Section 1(a) of the Basic Lease Provisions, or to such other payee or address as Landlord shall from time to time designate by written notice to Tenant.

Section 6. Use of Leased Premises.

(a) Permitted Use. Tenant shall use and occupy the Leased Premises for the purpose specified in Section 1(j) of the Basic Lease Provisions (the "Permitted Use"). Tenant shall obtain and maintain, at Tenant's sole cost and expense, all licenses, approvals, and permits necessary or appropriate for Tenant's use and occupancy of the Leased Premises for the Permitted Use.

(b) Compliance with Laws and Insurance Requirements. Tenant, at its expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Tenant's use and occupancy of the Leased Premises, and with the recorded covenants, conditions and restrictions affecting the Leased Premises.

Section 7. Parking. Tenant and its employees, guests, and invitees shall have the non-exclusive right to use the parking and driveway facilities located next to the Building.

Section 8. Insurance, Indemnification and Waiver of Subrogation.

(a) Tenant's Obligations. Tenant hereby agrees:

(i) To indemnify and hold Landlord harmless from and against any and all injury, loss, claims or damage to or by any person or property while in the Leased Premises, if and to the extent caused by any act or omission of Tenant or anyone claiming by, through, or under Tenant, except to the extent caused, in whole or in part, by the negligent or intentional act or omission of Landlord;

(ii) to maintain Worker's Compensation Insurance in the amounts required by statute, and Employer Liability Insurance in reasonable amounts covering all persons employed by Tenant on the Leased Premises in connection with any work done on or about the Leased Premises for which claims for death or bodily injury could be asserted against Landlord, Tenant or the Leased Premises;

(iii) to maintain Professional Liability Insurance with coverage limits no less than \$1,000,000 per claim \$3,000,000 annual aggregate. If such coverage is a "claims made" policy, Tenant shall provide for tail insurance with similar coverage limits to cover the Term of the Lease;

(iv) to maintain comprehensive general public liability insurance, including Landlord and Tenant as their interests may appear, with a combined single limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence; and

(v) to provide to Landlord, prior to the Commencement Date and during the Term thereafter, certificates of insurance evidencing the above coverages, upon Landlord's request.

(vi) Insurance Provisions. All insurance policies shall:

(A) be primary and provide that any “other insurance” clause in the insurance policy shall exclude any policies of insurance maintained by Landlord and the insurance policy shall not be brought into contribution with insurance maintained by Landlord;

(B) provide that the policy of insurance shall not be terminated, cancelled or amended without at least thirty (30) days’ prior written notice to Landlord;

(C) except for workers’ compensation insurance referred to above, name Landlord as an “additional insured,” as appropriate and as its interests may appear;

(D) be issued by insurance companies licensed to do business in the State of Illinois and which are rated no less than A-X by Best’s Insurance Guide or are otherwise approved by Landlord, which approval shall not be unreasonably withheld.

(vii) Additional Obligations. It is expressly understood and agreed that (A) if any insurance required hereunder, or any part thereof, shall expire, be withdrawn, become void by breach of any condition thereof by Tenant, or become void or in jeopardy by reason of the failure or impairment of the capital of any insurer, Tenant shall immediately obtain new or additional insurance reasonably satisfactory to Landlord and any Lender designated by Landlord; (B) the minimum limits of insurance coverage set forth in this Section shall not limit the liability of Tenant for its acts or omissions as provided in this Lease; (C) Tenant shall procure policies for all insurance for periods of not less than one year and shall provide to Landlord and any servicer or Lender of Landlord certificates of insurance or, upon Landlord’s request, duplicate originals of insurance policies evidencing that insurance satisfying the requirements of this Lease is in effect at all times; (D) Tenant shall pay as they become due all premiums for the insurance required by this Section; and (E) in the event that Tenant fails to comply with any of the requirements set forth in this Section, within ten (10) days of the giving of written notice by Landlord to Tenant, (1) Landlord shall be entitled to procure such insurance; and (2) any sums expended by Landlord in procuring such insurance shall be additional rent and shall be repaid by Tenant, together with interest thereon at the Default Rate, from the time of payment by Landlord until fully paid by Tenant immediately upon written demand therefor by Landlord.

(b) Landlord’s Indemnification. Landlord hereby agrees to indemnify and hold Tenant harmless from and against any and all injury, loss, claims or damage to or by any person or property while on the Property, if and to the extent caused by any act or omission of Landlord or anyone claiming by, through, or under Landlord, except to the extent caused, in whole or in part, by the negligent or intentional act or omission of Tenant.

(e) Landlord’s Insurance. Landlord agrees to maintain during the Term, at Landlord’s sole cost and expense, property damage insurance on the Property covering such risks and in such amounts as Landlord shall reasonably determine from time to time.

(d) Waiver of Subrogation. Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may

be responsible. The insurance policies of Landlord and Tenant shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder.

Section 9. Trash Removal. Landlord shall, at its cost and expense, provide a dumpster for use by all tenants of the Building, including the Leased Premises. Tenant shall, at its sole cost and expense: (a) keep the Leased Premises clean, neat, and safe and maintain the same in good order and condition; and (b) procure janitor service for the Leased Premises, including the removal of all trash and garbage and the furnishing of washroom supplies. Tenant shall initiate, contract for, and obtain, in Tenant's name, garbage service to remove Tenant's trash and garbage from the Property at regular, weekly intervals for all garbage service other than routine trash and garbage. Tenant's obligation hereunder to provide separate garbage service shall include any construction waste or other non-routine or hazardous waste.

Section 10. Build Out and Alterations. Tenant shall construct all improvements to the Leased Premises necessary for Tenant's use or occupancy thereof, at Tenant's expense, and shall hereinafter be referred to as "Tenant Improvements." The Tenant Improvements shall be completed by Tenant in conformity with the specifications attached hereto as Exhibit B. Upon delivery of the Leased Premises to Tenant upon the Effective Date, Tenant shall proceed with construction of the Tenant Improvements. Tenant agrees that its entry onto and occupation of the Leased Premises prior to the Commencement Date shall be subject to all of the terms, covenants and conditions of this Lease as the same shall be applicable thereto, except the covenants to pay Rent. Tenant shall not conduct medical services and/or related services prior to the Commencement Date.

(a) Any work at any time commenced by Tenant on the Leased Premises shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply fully with all the terms of this Lease and all legal requirements. Upon completion of any alterations individually costing \$10,000 or more, Tenant shall promptly provide Landlord with evidence of full payment to all laborers and materialmen contributing to the alterations. Additionally, upon completion of any alterations, Tenant shall promptly provide Landlord with (i) an architect's certificate certifying the alterations to have been completed in conformity with the plans and specifications (if the alterations are of such a nature as would require the issuance of such a certificate from the architect); (ii) a certificate of occupancy (if the alterations are of such a nature as would require the issuance of a certificate of occupancy); and (iii) any other documents or information reasonably requested by Landlord. Tenant shall keep the Leased Premises free from any liens arising out of any work performed on, or materials furnished to, the Leased Premises. Tenant shall execute and file or record, as appropriate, a "Notice of Non-Responsibility," or any equivalent notice permitted under applicable law which provides that Landlord is not responsible for the payment of any costs or expenses relating to the additions or alterations. Any permanent or permanently affixed addition to or alteration of the Leased Premises shall be deemed a part of the Leased Premises and belong to Landlord, and Tenant shall execute and deliver to Landlord such instruments as Landlord may reasonably require to evidence the ownership by Landlord of such addition or alteration. Notwithstanding the foregoing, removable fixtures, X-ray machines, lab equipment, exam tables, and other medical equipment, furniture and fixtures (non-permanent or non-permanently affixed) of any kind shall not in any way be deemed a part of the Leased Premises and shall remain property owned by the Tenant.

(b) Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of “Landlord-Tenant” (thereby excluding a relationship of “owner-contractor,” “owner-agent” or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant or any other Tenant party for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Leased Premises at any time from the date hereof until the end of the Lease Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same.

Section 11. Assignment or Sublease.

(a) Generally. Tenant acknowledges that Landlord has relied both on the business experience and creditworthiness of Tenant and upon the particular purposes for which Tenant intends to use the Leased Premises in entering into this Lease. Tenant shall not, without the prior written consent of Landlord, which may not be unreasonably withheld: (i) assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, by operation of law or otherwise, (ii) sublet the Leased Premises or any part thereof, or (iii) permit the use of the Leased Premises by parties other than Tenant and its employees (all of the foregoing are referred to collectively as “Transfers” and any party to whom any Transfer is made or sought to be made is referred to as a “Transferee”). Notwithstanding the foregoing, Tenant may, without prior written consent of Landlord, assign and/or transfer this Lease to any entity affiliated with Tenant, including, without limitation, a parent, subsidiary, related or sister entity or any entity which controls or is controlled by Tenant. At the time of any assignment of this Lease that is approved by Landlord, the assignee shall assume all of the obligations of Tenant under this Lease pursuant to a written assumption agreement in form and substance reasonably acceptable to Landlord. Such assignment of this Lease pursuant to this Section shall not relieve Tenant of its obligations respecting this Lease unless otherwise agreed to by Landlord. Any assignment, transfer, conveyance, pledge, or mortgage in violation of this Section shall be voidable at the sole option of Landlord. Any consent to an assignment given by Landlord hereunder shall not be deemed a consent to any subsequent assignment.

Section 12. Indemnification. Each Party shall defend, indemnify and hold the other Party and the other Party’s officers, directors, agents, and employees harmless from and against any and all claims, demands, losses, penalties, fines, fees, charges, assessments, liabilities, damages, judgments, orders, decrees, actions, administrative or other proceedings, costs and expenses (including court costs, attorneys’ fees, and expert witness fees), which directly or indirectly relate to or result wholly or in part from, or are alleged to relate to or arise wholly or in part from: (i) any violation or breach of this Lease or any law by either Party or (ii) damage, loss or injury to persons, property or business occurring in, about or from the Leased Premises or the Property caused by the Party’s negligence or wilful misconduct. If any such proceeding is filed against the indemnified Party, the indemnifying Party agrees to defend such proceeding at the indemnifying Party’s sole cost, if requested by the indemnified Party, by attorneys reasonably acceptable to the indemnified Party.

Section 13. Casualty. If the Leased Premises, or any portion thereof, are destroyed or damaged by fire, explosion or any other casualty, then Landlord may, at its sole option (notice of which is to be given Tenant within sixty (60) days of such damage or destruction), repair, restore

and rebuild the Leased Premises to a condition equivalent to that existing prior to such casualty; all insurance proceeds relating to such casualty shall be paid to and shall belong to Landlord. Rent shall be abated on the basis of the square footage not capable of being used for the Permitted Use, and in fact is not being used thereafter, until such time as the Leased Premises are made fit for use by Tenant. If Landlord chooses not to affect such repair, restoration, or rebuilding, or if the same is prohibited by applicable law or if the casualty is extensive so as to render the Leased Premises unusable for Tenant's Permitted Use, then such casualty shall be deemed to be a Substantial Taking (as hereinafter defined), and the applicable provisions of Section 14 below shall apply. The insurance proceeds relating thereto shall be treated as Landlord award. Material damage or destruction of the Leased Premises and/or any of the fixtures or other property therein shall be grounds for the termination of this Lease by Tenant, unless said material damage or destruction was caused by Tenant or Tenant's agents. Notwithstanding anything to the contrary herein, if the Leased Premises or any portion thereof, is destroyed or damaged by fire, explosion or other casualty and the Leased Premises may not reasonably be repaired, restored and/or rebuilt to a condition substantially equivalent to that existing prior to such casualty within sixty (60) days of the damage, Tenant may terminate this Lease upon thirty (30) days prior written notice, unless such damage or destruction was caused by Tenant or Tenant's agent.

Section 14. Condemnation. In the event of a Total Taking (as hereinafter defined) or a Substantial Taking, the Term hereof shall terminate as of the date of the Taking (as hereinafter defined); Tenant shall pay rent up to such date, with an appropriate refund by Landlord of such Rent as may have been paid in advance for any period subsequent to such date; and the entire award or other compensation, whether pursuant to judgment or by agreement or otherwise, with respect to such Taking, shall be paid directly to and be the property of Landlord. In the event of a Partial Taking (as hereinafter defined), Landlord shall within sixty (60) days (subject to any extension in this Agreement) restore the Leased Premises to a condition equivalent to that existing prior to such Taking; the award or other compensation, whether pursuant to judgment or by agreement or otherwise, with respect to such Taking, shall be Landlord's sole property; the Rent due hereunder attributable to the Leased Premises shall thereafter be reduced in the same proportion which the number of square feet of area in the Leased Premises, if any, taken bears to the total number of square feet of area originally in the Leased Premises; and the Term hereof and the other provisions hereof shall continue without modification. As used herein, the term "Taking" shall mean the taking or damaging of the Leased Premises, or any part or parts thereof, including severance damage, by eminent domain, by inverse condemnation, or for any public or quasi-public use under any statute. The transfer of title with respect thereto may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation, in avoidance of an exercise of eminent domain or while condemnation proceedings are pending. The Taking shall be considered to take place as of the earlier of: (i) the date actual physical possession is taken by the condemnor, or (ii) the date on which the right to compensation and damages accrues under applicable law. "Total Taking" shall mean the taking of fee title to the entire Leased Premises; "Substantial Taking" shall mean the Taking of so much of the Leased Premises that the portion thereof not taken cannot reasonably be used by Tenant for the efficient operation of its business; and "Partial Taking" shall mean any Taking of the Leased Premises that is not either a Total Taking or a Substantial Taking. Notwithstanding anything to the contrary herein, in the event of a Total Taking, a Substantial Taking or a Partial Taking, Tenant may terminate this Lease upon thirty (30) days prior written notice.

Section 15. Default and Remedies.

(a) Events of Default by Tenant. The occurrence of any one or more of the following events shall constitute an “Event of Default” by Tenant and shall give rise to Landlord’s remedies set forth in Section (b) below: (i) failure to make within ten (10) days of when due, any payment of Rent or other sum payable by Tenant hereunder two times or more in any Lease Year or failure to make , within thirty (30) days of when due, any payment of Rent or other sum payable by Tenant hereunder, unless any such failure is cured within three (3) business days following written notice thereof from Landlord; (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent (or the other sums expressly provided for herein), unless such failure is cured within thirty (30) days following written notice thereof (provided, if the nature of Tenant’s failure is such that more time is reasonably required in order to cure, it shall not be an Event of Default if Tenant commences to cure promptly within such period, diligently seeks and keeps Landlord reasonably advised of efforts to cure such failure to completion); and (iii) failure to cure within three (3) business days of written notice thereof any condition which is hazardous, involves the violation by Tenant of any provision of Section 8 with regard to insurance. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by law; provided, Landlord may elect to comply with such notice and cure periods provided by law in lieu of the notice and cure periods provided herein.

(b) Landlord’s Remedies. If an Event of Default occurs by Tenant, Landlord shall have all rights and remedies as allowed under Illinois law, provided that Tenant does not cure the Event of Default as set forth above.

(c) Landlord Default. The failure of Landlord to observe or perform any term or condition of this Lease, unless such failure is cured within thirty (30) days following written notice thereof (provided, if the nature of Landlord’s failure is such that more time is reasonably required in order to cure, it shall not be an Event of Default if Landlord commences to cure promptly within such period, diligently seeks and keeps Tenant reasonably advised of efforts to cure such failure to completion), shall constitute an “Event of Default” by Landlord and shall give rise to Tenant’s remedies set forth in Section (d) below.

(d) Tenant’s Remedies. If an Event of Default occurs by Landlord, Tenant shall have all rights and remedies as allowed under Illinois law, provided that Landlord does not cure the Event of Default as set forth above.

Section 16. Surrender of Building. Upon the expiration or earlier termination of this Lease, or termination of Tenant’s right to possession of the Leased Premises, Tenant shall surrender and vacate the Leased Premises immediately and deliver possession of the Leased Premises to Landlord in a clean and good and tenantable condition, ordinary wear and tear excepted, and shall surrender all keys and key cards, and any parking transmitters, stickers, or cards, to Landlord. Tenant shall remove from the Leased Premises all movable trade fixtures and personal property of Tenant and shall immediately repair all damage to the Leased Premises resulting from such removal. Any property of Tenant left in the Leased Premises on the thirtieth (30th) day following the expiration or earlier termination of this Lease shall, at Landlord’s option, automatically and immediately become the property of Landlord.

Section 17. Landlord Right to Cure. If Tenant shall fail to perform any repairs or restoration, or fail to remove any items from the Building required hereunder, Landlord may do so and Tenant shall pay all costs incurred by Landlord therefor upon demand.

Section 18. Right of First Refusal/Purchase. If Tenant is current in all of Tenant's material obligations and duties hereunder, is not then in default under the terms of the Agreement, and this Agreement has not previously been terminated as herein provided, Landlord grants Tenant the right of first refusal option to purchase the Property, upon the following terms and conditions:

- (a) During the Term of this Agreement, should Landlord receive an offer to purchase all or part of the Property or should Landlord enter into a contract to sell all or any part of the Property, Landlord shall first, within thirty (30) days after receiving the third party offeror after entering into such contract, offer the Property to Tenant, in writing, and on the same terms and conditions to those proposed for the sale of the Property to a third party. Landlord's offer to Tenant shall contain, at a minimum, a copy of the third party offer with the following information: (i) the purchase price proposed for the sale to the third party; (ii) the method of purchase price payment; (iii) the amount of any earnest money deposit; (iv) the time and location for the close of escrow; (v) the name of the proposed purchaser; and (vi) the other material terms and conditions of the proposed sale of the Property (the "Purchase Offer");
- (b) Tenant shall have thirty (30) days from the date of the receipt of Purchase Offer to accept the Purchase Offer (the "Purchase Offer Acceptance Period") by delivering to Landlord a written acceptance on or before 5:00 p.m. on or before the last day of the Purchase Offer Acceptance Period, and the parties shall enter into a formal contract to purchase and sell the Property which contract will contain substantially the same provisions as the third party offer. If Tenant fails to accept the Purchase Offer on or before the last day of the Purchase Offer Acceptance Period, then the Purchase Offer shall be deemed to be rejected by Tenant, and Landlord shall be relieved of all liability to Tenant hereunder and may dispose of the Property to the third party making the original offer to Landlord;
- (c) If Tenant accepts the Purchase Offer, Landlord shall close with Tenant on the same terms and conditions as provided in the Purchase Offer, provided that the closing shall occur no later than sixty (60) days after Tenant delivers its written acceptance of the Landlord offer to Landlord; and
- (d) In the event that Tenant rejects or is deemed to reject the Purchase Offer and, for whatever reason, and the sale to the third party is not consummated within the terms and conditions of the third-party offer or ninety (90) days of Tenant's rejection of the Purchase Offer, then this right of first refusal shall continue in full force and effect as otherwise provided hereunder.

- (e) This right of first refusal shall automatically expire and Tenant shall have no rights in the Property upon the termination of this Lease Agreement in any manner provided herein.

Section 19. Right of First Refusal/Leasing. If Tenant is current in all of Tenant's material obligations and duties hereunder, is not then in default under the terms of the Agreement, and this Agreement has not previously been terminated as herein provided, Landlord grants Tenant the right of first refusal option to lease the Building, upon the following terms and conditions:

- (a) During the Term of this Agreement, should Landlord receive an offer to lease all or any part of the Building, to any person or entity other than the Tazewell County Health Department, or agrees to contract to lease all or any part of the Building to any person or entity other than the Tazewell County Health Department, Landlord shall, within thirty (30) days after receiving said third party offer, offer to lease the Building to Tenant, in writing, and on the same terms and conditions to those proposed for the lease of the Building to a third party. The Landlord offer to Tenant shall, at a minimum, include a copy of the third party offer with the following information: (i) the rent proposed for the lease to the third party; (ii) the term of the lease; (iii) the name of the proposed lessee; and (iv) the other material terms and conditions of the proposed lease of the Building (the "Lease Offer");
- (b) Tenant shall have thirty (30) days from the date of the receipt of the Lease Offer (the "Lease Offer Acceptance Period") by delivering to Landlord a written acceptance on or before 5:00 p.m. on or before the last day of the Lease Offer Acceptance Period and the parties shall enter into a formal lease agreement for the Building which lease will contain substantially the same provisions as the third-party offer. If Tenant and its assigns fail to accept the Lease Offer on or before the last day of the Lease Offer Acceptance Period, then the Lease Offer shall be deemed to be rejected by Tenant and Landlord shall be relieved of all liability to Tenant hereunder and may lease the Building or any part thereof to the third party making the original offer to Landlord;
- (c) If Tenant and/or its assigns accept the Lease Offer, Landlord shall close and execute a lease with Tenant and/or its assigns on the same terms and conditions as provided in the Lease Offer; and
- (d) In the event that Tenant and its assigns reject or are deemed to reject the Lease Offer and, for whatever reason, the sale to the third party is not consummated within the terms and conditions of the third-party offer or within ninety (90) days of Tenant's rejection of the Lease Offer, then this right of first refusal shall continue in full force and effect as otherwise provided hereunder.

Section 20. Leasing Restrictions. For a period of ten (10) years from and after October 1, 2023, Landlord shall not lease any portion of the Building to a "Competing Health System" without the express prior written consent of Tenant. For purposes hereof, a "Competing Health

System” shall mean a parent corporation of one or more hospitals and any individual, partnership, corporation, or other entity which is a hospital, or which is affiliated with such parent corporation, directly or indirectly, through ownership, governance, affiliation, membership, contract, or other means. Notwithstanding the foregoing, Landlord may lease any and all of the Building to the Tazewell County Health Department, which shall conclusively be deemed to not be a “Competing Health System” for purposes hereof.

Section 21. Quiet Enjoyment. Landlord hereby covenants that, so long as Tenant shall duly and punctually perform and observe all of its obligations under this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, subject to the terms, covenants and conditions of this Lease and matters of record or otherwise affecting title, free from hindrance by Landlord.

Section 22. Force Majeure. Neither party shall be considered in default of any of the terms, covenants or conditions of this Lease if either party fails to timely perform the same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations including without limitation The Americans with Disabilities Act, riots, insurrections, war, pandemics, fuel shortages, accidents, casualties, acts of God, acts caused directly by the other party (or the other party's agents, employees or invitees) or any other causes beyond the reasonable control of such performing party; provided, however, this Section 22 shall not be applicable to Tenant's obligation to pay Rent or any other amount hereunder, unless the Leased Premises, or part thereof, is rendered unusable for Tenant's business, during which time all rent shall be abated. If the Building, or part thereof, is rendered unusable for Tenant's business for at least sixty (60) days, Tenant may terminate this Lease upon thirty (30) days prior written notice.

Section 23. Real Estate Broker. Tenant represents that Tenant has not dealt with any broker or finder in connection with this Lease, and to the knowledge of Tenant no broker negotiated this Lease or is entitled to any commission in connection therewith. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims made by any broker or finder with whom Tenant has dealt for any commission or fee alleged to be due in connection with its participation in the procurement of Tenant or the negotiation with Tenant of this Lease.

Section 24. Dispute Resolution. Landlord and Tenant hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury with respect to any and all issues presented in any action, proceeding, claim or counterclaim brought by either of the parties hereto against the other or its successors with respect to any matter arising out of or in connection with this lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and/or any claim for injury or damage, or any emergency or statutory remedy. This waiver by the parties hereto of any right either may have to a trial by jury has been negotiated and is an essential aspect of their bargain. Furthermore, each Party hereby knowingly, voluntarily and intentionally waives the right it may have to seek punitive, consequential, special and indirect damages from the other Party and any of the affiliates, officers, directors, members, managers or employees of such other Party or any of their successors with respect to any and all issues presented in any action, proceeding, claim or counterclaim brought with respect to any matter arising out of or in connection with this lease or any document contemplated herein or related hereto. The waiver by each Party of any right it may have to seek punitive, consequential, special, and indirect

damages has been negotiated by the parties hereto and is an essential aspect of their bargain. For purposes of any action or proceeding arising out of this lease, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in Tazewell County, Illinois or Peoria, Illinois. The parties hereto consent that the parties may be served with any process or paper by registered mail or by personal service within or without the State of Illinois in accordance with applicable law. Furthermore, the parties hereto waive and agree not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit, or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper.

Section 25. Miscellaneous.

(a) Notices. All notices, approvals or other communication to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered as follows to the address(es) set forth in Section 1 of the Basic Lease Provisions. Notices shall be delivered by (a) personal delivery, (b) nationally recognized air courier service (including Federal Express or similar service), or (c) United States certified or registered mail, postage prepaid, return receipt requested. In the event notice is delivered personally or by nationally recognized air courier service, notices shall be considered to have been given upon the date of such personal delivery or the date evidenced on the courier service's delivery notice. In the event notice was sent registered or certified mail, return receipt requested, the notice shall be considered to have been given or received, as the case may be, upon the earlier to occur of the return date shown on the return receipt, or two (2) business days after depositing same in the United States mail. In the event delivery of a notice is refused, the notice shall be considered to have been given or received, as the case may be, upon the date of such refusal as indicated by the courier service or return receipt.

(b) Waivers. No provision of this Lease will be deemed waived by either party unless expressly waived in writing and signed by the waiving party. No waiver shall be implied by delay or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and Landlord's consent or approval respecting any action by Tenant shall not constitute a waiver of the requirement for obtaining Landlord's consent or approval respecting any subsequent action. Acceptance of Rent by Landlord shall not constitute a waiver of any breach by Tenant of any term or provision of this Lease (and Landlord reserves the right to return or refund any untimely payments if necessary to preserve Landlord's remedies).

(c) Successors and Assigns. Each of the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, guardians, custodians, successors and assigns.

(d) Amendments. All of the covenants, agreements, representations and obligations of the parties with respect to the Leased Premises are contained herein and in the riders and exhibits attached hereto, and no modification, waiver, or amendment of this Lease or any rider or exhibit hereto shall be binding upon either party unless the same shall be in writing and signed by both parties or by their duly authorized agents. This Lease supersedes, replaces and revokes all previous negotiations, arrangements, proposals and other information conveyed, whether oral or

in writing, between the parties and their respective representatives with respect to the Leased Premises.

(e) Costs, Expenses and Attorneys' Fees. The prevailing party in any proceeding to enforce the parties' rights and obligations under this Lease is entitled to recover costs, expenses and reasonable attorneys' fees that may be incurred or paid by therefor. For purposes hereof, the term "attorneys' fees" shall mean and include, but not necessarily be limited to, attorney and paralegal fees whether incurred for the purpose of preparation, research, negotiation, trial, appellate, collection or otherwise.

(f) Severability. If any term or provision of this Lease or portion thereof shall be found invalid, void, illegal, or unenforceable generally or with respect to any particular party, by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions or the remaining portion thereof, or its enforceability with respect to any other party.

(g) Terminology and Headings. Whenever used in this Lease, words imparting a particular number or gender shall mean or include any applicable number or gender. All paragraph headings are for convenience of reference only and are not intended to qualify the meaning of any paragraph.

(h) Governing Law. This Lease shall be construed, and its provisions enforced, in accordance with the laws of the State of Illinois.

(i) Authority. The individuals signing this Lease are doing so as the actual and apparent duly authorized agents of the entities for which they are acting. The undersigned, on behalf of Landlord, certifies Landlord is an Illinois public body, having its principal place of business in the State of Illinois, is in good standing in the State of Illinois, and has full authority to lease the Leased Premises. The undersigned, on behalf of Landlord, further certifies that the undersigned has the authority, both actual and apparent, to enter into and execute this Lease. The undersigned, on behalf of Tenant, certifies Tenant is an Illinois not for profit corporation, having its principal place of business in the State of Illinois, is in good standing in the State of Illinois, and has full authority to lease the Leased Premises. The undersigned, on behalf of Tenant, further certifies that the undersigned has the authority, both actual and apparent, to enter into and execute this Lease.

Landlord and Tenant have executed this Lease as of the date set forth below.

(signatures are provided on the following page)

LANDLORD:

COUNTY OF TAZEWELL, STATE OF ILLINOIS, an Illinois public body

By: _____

Name:

Title: _____

Date: _____

TENANT:

PROCTOR HEALTH SYSTEMS, an Illinois not for profit corporation

By: _____

Name:

Title: _____

Date: _____

EXHIBIT A
Leased Premises

EXHIBIT B

Specifications for Build Out and Alterations

COMMITTEE REPORT

F-23-41

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:

AMENDED **RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the County Recorder fees; and

WHEREAS, ~~55 ILCS 5/3-5018~~ the Counties Code Division 3-5 provides that the statutory county recorder fees may be increased by the County Board if an increase is "justified by an acceptable cost study showing that the fees allowed by ~~this Section (55 ILCS 5/3-5018) the Code~~ are not sufficient to cover the costs of providing the services"; and

WHEREAS, ~~55 ILCS 5/3-5018~~ the Counties Code Division 3-5 requires a statement of the costs of providing each service, program and activity be prepared and be part of the public record; and

WHEREAS, a statement of cost (attached hereto and made a part hereof) and cost analysis by Bellwether, LLC. has been prepared; and

WHEREAS, the below county-initiated fees have been justified by the Bellwether, LLC cost study and the County Board agrees that the fees should be amended to change and establish the fees charged by the Tazewell County Recorder; and

WHEREAS, the General Fund recording fee for standard land documents and non-land documents required in ~~55 ILCS 5/3-5018~~ the Counties Code Division 3-5 is set at \$33.01, which includes a predictable fee of \$3. These categories include the following document classes:

- Deeds
- Leases, lease amendments, and similar transfer of interest documents
- Mortgages
- Easements not otherwise part of another classification
- Miscellaneous documents; and

WHEREAS, the General Fund non-standard document recording fee required in ~~55 ILCS 5/3-5018~~ the Counties Code Division 3-5 is set at \$60.01. This category includes the following document classes:

- Irregular documents
- Blanket documents; and

Option D – Bellwether Full Fees

WHEREAS, the General Fund plat/subdivision document recording fee required in ~~55 ILCS 5/3-5018~~ the Counties Code Division 3-5 is set at \$91.01; and

WHEREAS, ~~55 ILCS 5/3-5018~~ the Counties Code Division 3-5 provides authority to the County Board to establish a County Recorder's Automation Fund, and the fee for each recorded document shall be set at \$7.79; and

WHEREAS, ~~55 ILCS 5/3-5018~~ the Counties Code Division 3-5 provides authority to the County Board to establish County Recorder's Document Storage Fund, and the fee for each recorded document shall be set at \$9.75; and

WHEREAS, ~~55 ILCS 5/3-5018~~ the Counties Code Division 3-5 provides authority to the County Board to establish a County GIS Fee, and the fee for each recorded document shall be set at \$18.45, with \$1.00 retained in the County Recorder Automation/Document Storage Fund; and

WHEREAS, ~~55 ILCS 5/3-5018~~ the Counties Code Division 3-5 directs the County Board to collect a Rental Housing Support Program Fee of \$18.00 for each document recording related to real estate, except where statutory exemptions apply, along with an additional \$1.00 processing fee which shall have \$0.50 deposited in both the Recorder's Automation/Document Storage Fund and General Fund; and

WHEREAS, a summary of the recording fees, with the total cost for each document type, is provided in Attachment A; and

WHEREAS, ~~55 ILCS 5/3-5018~~ the Counties Code Division 3-5 states that certified copies of records shall be the same fee as the General Fund recording fees, which shall be:

Certified Copies of Land Records	\$30.01
Certified Copies of Non-Standard Records	\$60.01
Certified Copies of Non-Land Records	\$30.01
Certified Copies of Plat / Subdivision	\$91.01; and

WHEREAS, ~~55 ILCS 5/3-5018~~ the Counties Code Division 3-5 requires the County Clerk to post a notice in the office at least two weeks prior, but not more than four weeks prior, to the public meeting at which the resolution is to be adopted; and

~~WHEREAS, adoption of the resolution is scheduled for the November 15, 2023 County Board meeting in order to comply with the notification requirements; and~~

~~WHEREAS, the above fees shall go into effect on January 15, 2023, allowing 60 days after the date of approval.~~

WHEREAS, the County Board intends to approve the above fees at the January 31, 2023 County Board meeting.

Option D – Bellwether Full Fees

~~THEREFORE BE IT RESOLVED that the County Board approve the County Recorder fees listed above with an effective date of January 15, 2023.~~

THEREFORE BE IT RESOLVED that the County Board directs the County Clerk to post the above total fees in the County Clerk's Office at least two weeks prior, but not more than four weeks prior, to January 31, 2023.

BE IT FURTHER RESOLVED that final action on the fees shall be deferred to the January 31, 2023 County Board meeting.

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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk

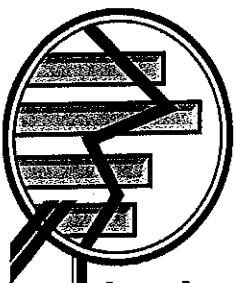


Tazewell County Board Chairman

Attachment A
Recording Fees Summary - Bellwether Full Fees (rounded down)

Fee	Fund	Land Documents	Non-Land Documents	Non- Standard Documents	Plats/ Subdivisions
Recording Fee (with predictable fee where applicable)	General Fund	\$ 33.01	\$ 33.01	\$ 60.01	\$ 91.01
GIS Fee - GIS Portion	GIS Fund	17.45	17.45	17.45	17.45
GIS Fee - Doc Storage/Automation	Doc Storage/Automation	1.00	1.00	1.00	1.00
Rental Housing State Fee*	State of IL	18.00		18.00	18.00
Rental Housing Processing Fee - GF	General Fund	0.50		0.50	0.50
Rental Housing Processing Fee - D.S./Auto	Doc Storage/Automation	0.50		0.50	0.50
Automation Fee	Doc Storage/Automation	7.79	7.79	7.79	7.79
Document Storage Fee	Doc Storage/Automation	9.75	9.75	9.75	9.75
Total Fee		\$ 88.00	\$ 69.00	\$ 115.00	\$ 146.00

*State law increased the rental housing fee from \$9 to \$18 effective 7/1/23, which is remitted to the State



Bellwether, LLC
Management Services & Consulting

Government Performance Services

East of Services

Tazewell County, Illinois

County Clerk / Recorder's Office

September 2023

(Revised 10012023 to correct a display error)

Background

Tazewell County Clerk/Recorder and County Board engaged **Bellwether, LLC** (Bellwether) to provide a review of the actual cost of providing services within the County Clerk /Recorder Department which currently charges fees to residents and non-residents of Tazewell County as services are requested.

This report is intended to define the current state of expense for the Tazewell County Clerk / Recorder office regarding Vital Recorders, Recording, Tax Redemption, and any other services for which a fee is collected.

Bellwether collected current state expenses and labor costs without regard to any prior data used in previous reviews. Transaction volume data from prior data collection sheets were used to establish a conservative estimate for future transaction volumes.

Bellwether does not propose specific recommendations for establishing or changing fees. Our observations suggest an increase in some fees may be warranted under current state law. The decision to change or add fees is the sole responsibility of Tazewell County government.

Methods

The Cost of Services Study or Fee Review is a detailed analysis of the data related to the operations and expenses of the department. Central to the analysis is:

- Annual budgeted expenses.
- Inclusion (or exclusion) of expense categories or lines within the department budget(s)
- Actual staff-related expenses.
- Current revenues derived from fees.
- Service requests - Volumes and trends.
- Changes in State Law or Regulations.
- Onsite observation of core processes related to each service.

Bellwether engaged County staff directly to collect and clarify the data. We appreciate the thorough nature of their record keeping, willingness to participate in the review process and the direct support of the elected or appointed official.

- Both direct and indirect expenses may be included for the purpose of establishing the cost of services under Illinois law. Direct expenses are expenses, including labor, that are directly incurred for the purpose of delivering a particular service. These expenses include pre-printed forms, dedicated equipment or software, or dedicated office facilities. Indirect expenses are expenses that include shared management services or administrative costs, portions of shared facility costs and equipment.

- Several processes have direct materials, equipment, and other relatable costs. To the extent possible these costs are determined on a "per transaction" basis. While it is not possible to attribute every moment of every transaction to an individual, it is possible to understand the flow of the work and develop a weighted value of labor.

Indirect costs were allocated to specific activities within the office whenever possible, when not possible the costs were allocated to general infrastructure.

According to federal rules (2 CFR 200), indirect expenses associated with central services provided to sub-units of local governments would be documented in a Central Services Cost Allocation Plan to ensure the consistent treatment of these expenses. This fee review used summary expenses for common services (taken from the County Budget), divided by the number of county departments and further divided by the number of involved transactions. This method may not match values found in a comprehensive, multi-step, Cost Allocation Plan.

This report contains estimates of revenue based on several assumptions on volume, labor and cost of goods and services. Values in differing tables may vary +/- 3% based on how these variables were used in the formula. Bellwether recommends a conservative budget development for the first year to demonstrate actual values.

Table 1: Examples of Allocations

Expense Item	Allocation Process
County Administration and Oversight	The budgeted costs of county administration including finance are distributed equally among the county departments and further allocated by transaction.
Human Resources and Benefits Administration	The budgeted costs for Human Resources and Benefits Administration are distributed equally among the total number of county employees, further allocated by the number of involved employees, and ultimately allocated by transaction.
Facilities	The costs associated with utilities and general services (janitorial, yard and snow, etc.) are distributed equally among all involved departments and further allocated by transaction.
IT and Tech Infrastructure	The budgeted costs for IT Services and Tech Infrastructure (web, email, server, etc.) are distributed among the total number of county devices, further allocated by the number of involved devices, and ultimately allocated by transaction. Department specific hardware and software are allocated by transaction and attributed to the Clerk/Recorder Automation Fund.
TAX Software	The County Tax Software cost used by the Supervisor of Assessment, Treasurer and County Clerk in the performance of their statutory duties are allocated equally among the three departments and further allocated by transaction. The results of this allocation are distributed to the General Fund to offset the Clerk's portion of this multi-department software.

General Management & Administrative Time	The cost of management time, training time, and other administrative time was allocated to the services under review based on the amount of time employees spend providing the services under review. Not all management and administrative time was allocated to the services under review as other work is conducted within the offices that are not subject to service fees.
General Equipment, Telephone and Supplies	The cost of equipment and supplies that are used to provide multiple services within an office were allocated based on the volume of transactions in the office, and the estimated consumption of the resource per transaction.

The County Clerk / Recorder's Office provides several services as a part of their role as an elected official. These services are funded differently based on the statute. Recording, Vital Records and Tax Redemption are intended to be fully funded through Fee Revenue. In some instances, local offices may offer convenience services such as notary and copies at nominal fees. These non-statutory services are not subject to cost allocation; however, Bellwether offers a recommended costing to recover actual expenses.

Fee prices are defined by state laws and county ordinances. County governments may charter cost studies to review the appropriateness of these fees and adjust to meet actual expenses. The process and authority to adjust these fees are addressed in laws of the State, as an example, - 55 ILCS 5/3-5018 (from CH. 34, Par. 305018) (County Recorder Fees), states:

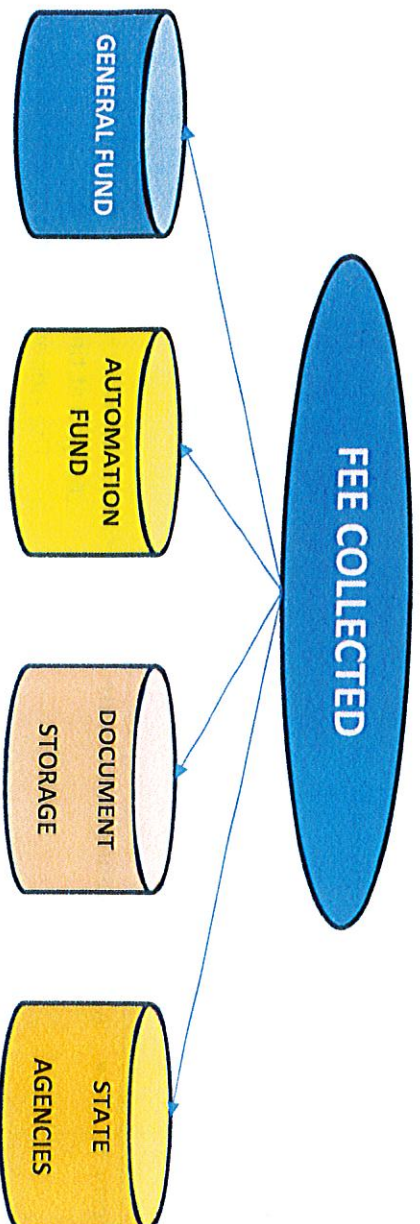
The foregoing fees allowed by this Section are the maximum fees that may be collected from any officer, agency, department, or other instrumentality of the State. The county board may, however, by ordinance or resolution, increase the fees allowed by this Section and collect such increased fees from all persons and entities other than officers, agencies, departments, and other instrumentalities of the State if the increase is justified by an acceptable cost study showing that the fees allowed by this Section are not sufficient to cover the cost of providing the service. Regardless of any other provision in this Section, the maximum fee that may be collected from the Department of Revenue for filing or indexing a lien, certificate of lien release or subordination, or any other type of notice or other documentation affecting or concerning a lien is \$1. Regardless of any other provision in this Section, the maximum fee that may be collected from the Department of Revenue for indexing each additional name in excess of one for any lien, certificate of lien release or subordination, or any other type of notice or other documentation affecting or concerning a lien is \$1.

A statement of the costs of providing each service, program and activity shall be prepared by the county board. All supporting documents shall be public record and subject to public examination and audit. All direct and indirect costs, as defined in the United States Office of Management and Budget Circular A-87, may be included in the determination of the costs of each service, program, and activity.

(Source: P.A. 102-1135, eff. 7-1-23.)

Revenues collected from service fees are distributed based on the nature of the service and the intent of the fund.

Figure 1: General Allocation of Fee Revenue



- Expenses related to labor, benefits, infrastructure, shared services, and other common County expenses are distributed to the **GENERAL FUND**.
 - Expenses related to technology (hardware and software), training including conference, contracting, operations consulting specific to the operations of the department are distributed to the **AUTOMATION FUND**.
 - Expenses related to the protection and preservation of documents including but not limited to scanning, digital and hard copy storage, fire / water damage mitigation, offsite storage, and FF&E related to the storage, retrieval and examination of documents are distributed to the **DOCUMENT STORAGE FUND**.
 - In some instances, the involved statute prescribes a portion of the fee be paid to **STATE AGENCIES**. (Marriage License, Death Certificates)
- *Automation and Document Storage are a combined fund within Tazewell County's financial system.

There has been considerable discussion regarding the alignment of funds received. The following table provides some context.

Table 2: Activity and Funding Relationship

Service	Statute Basis of Activity	Rationale
Recording of Deeds and Recorders and Vital Records	<ul style="list-style-type: none"> Activities defined by statute. 	<ul style="list-style-type: none"> All activities are financially self-sufficient through fees charged at time of service. <ul style="list-style-type: none"> The General Fund is reimbursed for labor and infrastructure costs. Involved technology, storage and training are funded.
Management of the Property Tax Redemption Process	<ul style="list-style-type: none"> Activities defined by statute 	<ul style="list-style-type: none"> All activities are financially self-sufficient through fees charged at time of service. <ul style="list-style-type: none"> The General Fund is reimbursed for labor and infrastructure costs including a portion of the tax software cost.
Elections	<ul style="list-style-type: none"> Activities defined by statute and modified by the State Board of Elections 	<ul style="list-style-type: none"> 100% General Fund and State Supported <ul style="list-style-type: none"> No fee revenue applied.
County Payroll	<ul style="list-style-type: none"> A County Shared Service administratively located within the County Clerk function. 	<ul style="list-style-type: none"> 100% General Fund Supported <ul style="list-style-type: none"> No fee revenue applied.
Printing	<ul style="list-style-type: none"> A County Shared Service administratively located within the County Clerk function. 	<ul style="list-style-type: none"> 100% General Fund Supported <ul style="list-style-type: none"> No fee revenue applied.

PAYROLL

There is some discussion in Counties regarding the placement of actual payroll services. (55 ILCS 5/3-2013) (from Ch. 34, par. 3-2013) states that the County Clerk shall maintain a record of payments and shall, with the Treasurer cause a countersignature to be made on all payments. The debate ensues on whether the Clerk's responsibility is based on the transaction of making payroll -OR- on the requirement to maintain records of such transactions.

This same question arises on management of Accounts Payable (AP) for the County.

For this reason, payroll and AP may be found in other departments or fully outsourced in some counties.

For the purposes of this report the labor associated with the payroll process was quantified to be excluded from the department fee calculations.

CLERK / RECORDER DISCRETIONARY SPENDING

The management of revenue collected for fees is clearly defined in (55 ILCS 5/3-2003.4) (from Ch. 34, par. 3-2003.4)

Sec. 3-2003.4. Deposit of fee income; special funds. The county clerk shall deposit in the office of the county treasurer monthly by the 10th day of the month following, all fee income. The county clerk may maintain the following special funds from which the county board shall authorize payments by voucher between board meetings:

(a) Overpayments.

(b) Reasonable amount needed during the succeeding accounting period to pay office expenses; postage, freight, express or similar charges.

(c) Excess earnings from the sale of revenue stamps to be maintained in a fund to be used for the purchase of additional stamps from the Illinois Department of Revenue.

(d) Fund to pay necessary travel, dues and other expenses incurred in attending workshops, educational seminars and organizational meetings established for the purpose of providing in-service training.

(e) Trust funds, for tax redemptions, or for such other purposes as may be provided for by law.

(f) Such other funds as may be authorized by the county board.

The county clerk shall make accounting monthly to the county board of all special funds maintained by the clerk in the discharge of the clerk's duties.

(Source: P.A. 101-253, eff. 8-9-19.)

FUND BALANCES

It is not unusual for the Clerk/Recorder Automation and Document Storage Funds to accumulate a significant unencumbered balance. This may be due to changes in the expense base since the last fee review or planned accumulation for projects. Best practices include the County Clerk / Recorder maintaining a rolling five-year plan for technology / storage projects with a rationale for accumulation.

55 ILCS 5/3-5018) (From Ch. 34, Par. 3-5018)

"Sec. 3-5018. Fees. The recorder elected as provided for in this Division shall receive such fees as are or may be provided for him or her by law, in case of provision therefore: otherwise he or she shall receive the same fees as are or may be provided in this Section, except when increased by county ordinance pursuant to the provisions of this Section, to be paid to the county clerk for his or her services in the office of recorder for like services."

"For recording any document that affects an interest in real property other than documents which solely affect or relate to an easement for water, sewer, electricity, gas, telephone or other public service, the recorder shall charge a fee of \$1 per document to all filers of documents not filed by any State agency, any unit of local government, or any school district. Fifty cents of the \$1 fee hereby established shall be deposited into the County General Revenue Fund. The remaining \$0.50 shall be deposited into the Recorder's Automation Fund and expenditure from the Recorder's Automation Fund shall not offset or reduce any other county appropriations or funding for the office of the recorder."

"The county board of any county may provide for an additional charge of \$3 for filing every instrument, paper, or notice for record, (1) in order to defray the cost of converting the county recorder's document storage system to computers or micrographics and (2) in order to defray the cost of providing access to records through the global information system known as the Internet."

In Tazewell County the Automation Fund and the Document Storage Fund are a combined fund in the financial management system. This is not unusual and since most training, services and contracts for automation serve document storage as well, combining the funds seems to be the preferred model for mid to small sized Counties.

Since transaction volume for recording can be unpredictable, we recommend that County Clerk / Recorders try to maintain an unencumbered balance equal to 50 – 75% of the projected annual receipts for that fund. In Tazewell we believe the minimum unencumbered balance should be between \$100,000 to \$150,000.

The Tazewell County Recorder Automation Fund has a current balance of \$397,075. There has been some information provided to suggest that some portion of that balance may have come from another source other than fees. That was not considered in this study and is irrelevant to the future accumulation on a transactional basis.

The Tazewell County Clerk / Recorder entered into a multi-year finance agreement with Fidlar Technologies to accomplish a multi-year back scanning project. While the provided document refers to the fund as a "loan", in reviewing the terms of the agreement, it seems to suggest it was a finance agreement with payments for service spread across multiple years.

The Fidlar agreement has a remaining balance of \$477,651 which includes roughly \$44,161 in interest. Bellwether views that debt as an encumbrance on the current Automation / Document Storage Fund balance resulting in a negative balance of (\$80,486). This negative balance may be improved with reduced interest payments for early payment of the debt.

To be able to project required accumulations in the future, Bellwether found it necessary to prepare a hypothetical cash flow strategy.

1. Cash flow obligations to the fund (Fidlar Payments) \$ 31,600
2. Minimum Bellwether Recommended Unencumbered \$100,000
3. Pay down existing debt \$265,475 potentially avoiding \$38,755 in interest.
4. **Projected into 2024 transaction count for Automation** \$159,186 which includes \$5,799 in interest.
 - a. **This would resolve the Fidlar Debt in one year with potential additional interest savings.** \$160,000 which would not include the \$25,000 for book binding.

At the completion of all payments for the scanning project the Document Storage portion of the fee could be reduced by \$8.40, or the fund could be allowed to accumulate to the full funds necessary to the planned book binding projects.

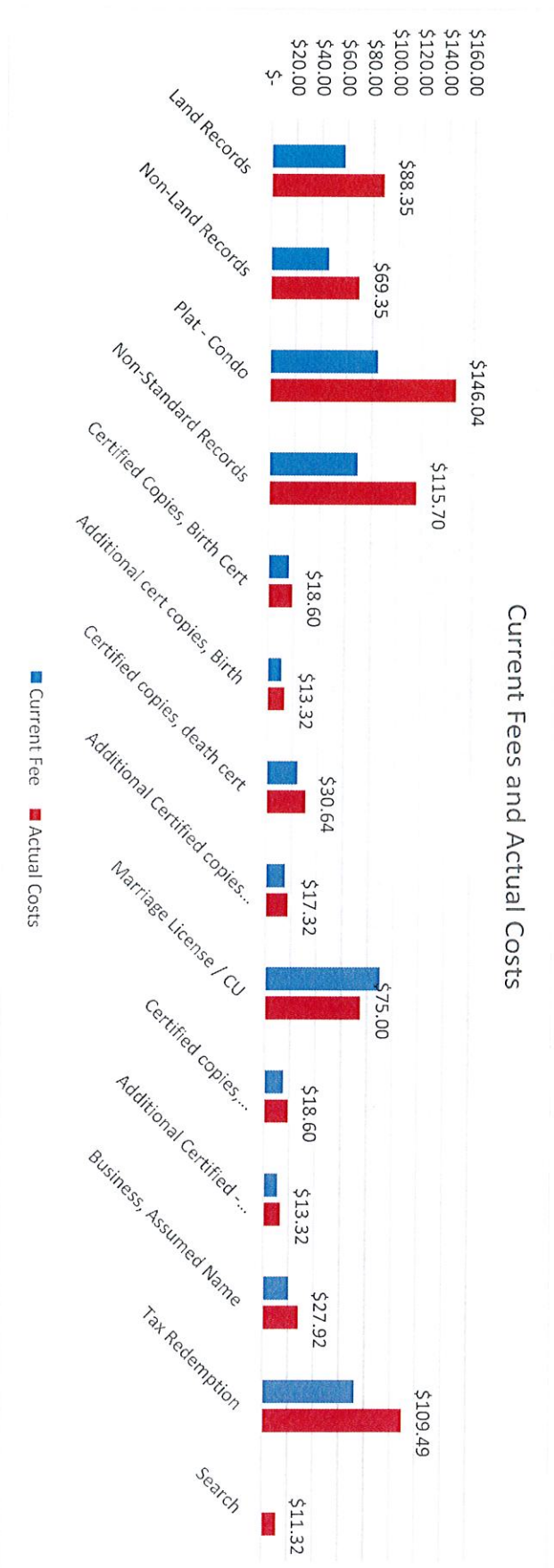
Tazewell County Clerk / Recorder Fee Review

The findings in this report reflect conservative calculations of the labor, equipment, consumables, facilities, and other department allocated costs of providing the services reviewed within this study and under the control of the Tazewell County Board.

Increased revenues are projected using estimated transaction volume extrapolated from prior years. Bellwether recommends a conservative approach to budgeting for the first year to demonstrate actual increases. Actual increased revenue may vary based on volume.

The potential to capture this new revenue depends on a constant volume of transactions and establishing fees at the cost threshold.

Table 3: Overview of gap between current fees (blue) and actual costs (red) to provide services.



- The volume of questions by phone, email and in person adds a significant effort. The total effort is allocated across all transactions.
- Marriage License fees may be increased to \$75 without further justification. Bellwether could not find a basis for the existing \$90 fee.
- The calculated fees for Marriage License and Civil Union include \$5.00 in fees distributed to the State of Illinois
- The calculated fees for Certified Copies of Death Certificates includes \$4.00 in fees distributed to the State of Illinois
- The calculated fee for all certified copies includes \$2.00 in fees distributed to the County Clerk Automation fund.
- The increase in Tax Redemption reflects the sum of all transactions from sale to redemption and includes 1/3 of the tax software divided among the annual volume of redemptions. The funds for the software are distributed to the General Fund.

Illinois law - 55 ILCS 5/4-4001 (from Ch. 34, par. 4-4001) (County Clerk Fees), prescribes:

"For issuing each civil union or marriage license, the certificate thereof, and for recording the same, including the recording of the parent's or guardian's consent where indicated, a fee to be determined by the county board of the county, not to exceed \$75, which shall be the same, whether for a civil union or marriage license. \$5 from all civil union and marriage license fees shall be remitted by the clerk to the State Treasurer for deposit into the Domestic Violence Fund."

- This report reflects the current technology costs for the County Clerk's Office and includes the allowed fee for technology.

Illinois law - 55 ILCS 5/4-4001 (from Ch. 34, par. 4-4001) (County Clerk Fees), prescribes:

"For each official copy of any process, file, record or other instrument of and pertaining to his office, 50¢ for each 100 words, and \$1 additional for certifying and sealing the same."

"The county board of any county of the first or second class may by ordinance authorize the county clerk to impose an additional \$2 charge for certified copies of vital records as defined in the Section 1 of the Vital Records Act, for the purpose of developing, maintaining, and improving technology in the office of the County Clerk."

- The calculated fees for Certified Copies of Death Certificates includes \$4.00 in fees distributed to the State of Illinois

Illinois law - 410 ILCS 535/25 (from Ch. 111 1/2, par. 73-25) Vital Records Act

"Any local registrar or county clerk shall search the files of birth, death and fetal death records, upon receipt of a written request from any applicant entitled to such search. If upon search the record requested is found, such local registrar or county clerk shall furnish the applicant one certification or certified copy of such record, under the seal of such office, upon payment of the applicable fees. If the requested record is not found, the local registrar or county clerk shall furnish the applicant a certification attesting to that fact, if so, requested by the applicant and upon payment of applicable fee. The local registrar or county clerk must charge a \$2 fee for each certified copy of a death certificate. The fee is in addition to any other fees that are charged by the local registrar or county clerk. The additional fees must be transmitted to the State Registrar monthly and deposited into the Death Certificate Surcharge Fund. The local registrar or county clerk may charge fees for providing other services for which the State Registrar may charge fees under this Section."

"Any custodian of vital records, whether it may be the Department of Public Health, a local registrar, or a county clerk shall charge an additional \$2 for each certified copy of a death certificate and that additional fee shall be collected on behalf of the Department of Financial and Professional Regulation for deposit into the Cemetery Oversight Licensing and Disciplinary Fund."

Illinois law - 55 ILCS 5/4-4001 (from Ch. 34, par. 4-4001) (County Clerk Fees), prescribes:

"The foregoing fees allowed by this Section are the maximum fees that may be collected from any officer, agency, department or other instrumentality of the State. The county board may, however, by ordinance, increase the fees allowed by this Section and collect such increased fees from all persons and entities other than officers, agencies, departments and other instrumentalities of the State if the increase is justified by an acceptable cost study showing that the fees allowed by this Section are not sufficient to cover the cost of providing the service."

COMMON PURPOSES OF THE AUTOMATION FUND AND DOCUMENT STORAGE FUND

The migration to digital storage of county documents has blurred the lines between the "automation fund" and the "document storage fund". In short, the purchase of a computer, scanner and monitor may address both a transactional need for automation and a digital means of document management. Some counties have combined these funds into a common "Automation and Document Storage" fund.

Ultimately it does not change how the funds are used but may simplify the consideration as to which fund an item or service is charged.

55 ILCS 5/3-5018) (From Ch. 34, par. 3-5018) (continued)

"The county board of any county that provides and maintains a countywide map through a Geographic Information System (GIS) may provide for an additional charge of \$3 for filing every instrument, paper, or notice for record (1) in order to defray the cost of implementing or maintaining the county's Geographic Information System and (2) in order to defray the cost of providing electronic access to the county's Geographic Information System records. Of that amount, \$2 must be deposited into a special fund set up by the treasurer of the county, and any moneys collected pursuant to this amendatory Act of the 91st General Assembly and deposited into that fund must be used solely for the equipment, materials, and necessary expenses incurred in implementing and maintaining a Geographic Information System and in order to defray the cost of providing electronic access to the county's Geographic Information System records. The remaining \$1 must be deposited into the recorder's special funds created under Section 3-5005.4. The recorder may, in his or her discretion, use moneys in the funds created under Section 3-5005.4 to defray the cost of implementing or maintaining the county's Geographic Information System and to defray the cost of providing electronic access to the county's Geographic Information System records. "

The recorder shall collect a \$18 Rental Housing Support Program State surcharge for the recordation of any real estate-related document. Payment of the Rental Housing Support Program State surcharge shall be evidenced by a receipt that shall be marked upon or otherwise affixed to the real estate-related document by the recorder. The form of this receipt shall be prescribed by the Department of Revenue and the receipts shall be issued by the Department of Revenue to each county recorder.

The recorder shall not collect the Rental Housing Support Program State surcharge from any State agency, any unit of local government or any school district.

(55 ILCS 5/3-5018.1) Sec. 3-5018.1. Predictable fee schedule.

(a) As used in this Section:

"Nonstandard document" means:

- (1) a document that creates a division of a then active existing tax parcel identification number;
- (2) a document recorded pursuant to the Uniform Commercial Code;
- (3) a document which is non-conforming, as described in paragraphs (1) through (5) of Section 3-5018;
- (4) a State Lien or a federal lien;
- (5) a document making specific reference to more than 5 tax parcel identification numbers in the county in which it is presented for recording; or
- (6) a document making specific reference to more than 5 other document numbers recorded in the county in which it is presented for recording.

"Standard document" means any document other than a nonstandard document.

(b) On or before January 1, 2019, a county shall adopt and implement, by ordinance or resolution, a predictable fee schedule that eliminates surcharges or fees based on the individual attributes of a standard document to be recorded. The initial predictable fee schedule approved by a county board shall be set only as allowed under subsections (c) and (d) and any subsequent predictable fee schedule approved by a county board shall be set only as allowed under subsection (e). Except as to the recording of standard documents, the fees imposed by Section 3-5018 shall remain in effect. Under a predictable fee schedule, no charge shall be based on: page count; number, length, or type of legal descriptions; number of references contained as to other recorded documents or document numbers; number of common addresses; number of references contained as to other recorded documents or document numbers; or any other individual attribute of the document except as expressly provided in this Section. The fee charged under this Section shall be inclusive of all county and State fees that the county may elect or is required to impose or adjust, including, but not limited to, GIS fees, automation fees, document storage fees, and the Rental Housing Support Program State surcharge.

Key information was provided by the Tazewell County Clerk. The statewide average page count of 7.5 pages per document type was identified as a proxy for individual fees charged. The potential revenue created by this additional page count was allocated across all documents within the Standard Document category. For distribution, these funds are added to the General Fund.

Estimates of Recovered Labor Costs

Total department labor costs were defined to include payroll, employer paid tax and benefit expenses, and a two-year projected impact of negotiated labor costs. These labor costs were then allocated across department functions.

Table 4: Department Labor Costs Allocated by Function

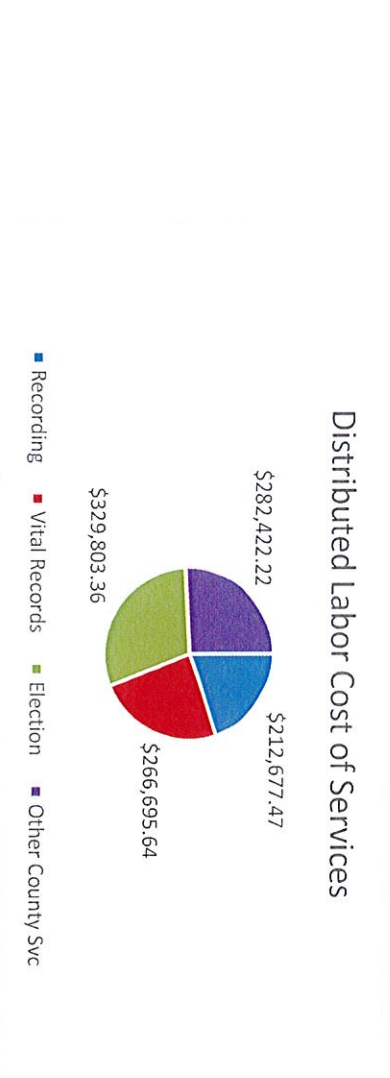
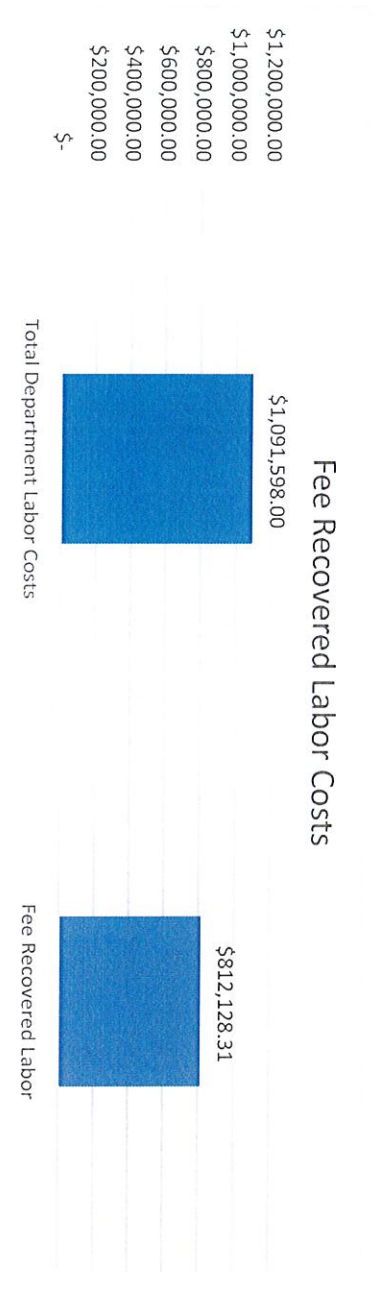


Table 5: Fee Recovered Labor Costs

Based on the calculations within this report, roughly 74% of department labor is recovered through fees.



Individual values include assumptions on factors that may change. Values stated above are directional and should not be the basis of a budget decision.

Table 6: Distribution by Fund

Recording Fee Distribution

The following tables outline the current fees and actual expenses. Illinois statute allows Tazewell County to recover up to the actual amount. The recommended distributions are based on Bellwether's understanding of Tazewell County's financial system use for funds distribution. Counties may either claim the full amount in their fees or round them down. Rounding up is not allowed as it would result in recovering more than the actual cost of service.

TOTAL VALUE PER FUND	
General Fund	\$ 649,363.91
Automation / Doc Storage	\$ 360,968.00
GIS	\$ 330,567.24

Estimated revenues are based on the projected volume and are subject to change. Bellwether recommends conservative budgeting for the first year.

55 ILCS 5/3-5018.2 Land Documents			
	Prior	Actual	Change
Summary	\$ 57.40	\$ 88.35	\$ 30.95
General Fund	\$ 24.28	\$ 30.35	\$ 6.07
Distributed to GIS	\$ 16.00	\$ 17.45	\$ 1.45
Retained GIS	\$ 1.00	\$ 1.00	\$ -
Total RHSP collected	\$ 9.00	\$ 18.00	\$ 9.00
Retained RHSP to Automation	\$ 0.50	\$ 0.50	\$ -
Retained RHSP to General Fund	\$ 0.50	\$ 0.50	\$ -
Automation Fund	\$ 6.12	\$ 7.79	\$ 1.67
Document Storage	\$ -	\$ 9.75	\$ 9.75
Prior Predictable	\$ -	\$ 3.00	\$ 3.00

Recommended Distribution		Est Volume	Est Value
To General Fund	\$ 33.85	18,397	\$ 622,734.06
To Special Fund	\$ 19.04	18,397	\$ 350,296.37
To GIS	\$ 17.45	18,397	\$ 321,112.68

55 ILCS 5/3-5018.2 Non-Standard			
	Prior	Actual	Change
Summary	\$ 69.35	\$ 115.70	\$ 46.35
General Fund	\$ 36.23	\$ 60.70	\$ 24.47
Distributed to GIS	\$ 16.00	\$ 17.45	\$ 1.45
Retained GIS	\$ 1.00	\$ 1.00	\$ -
Total RHSP collected	\$ 9.00	\$ 18.00	\$ 9.00
Retained RHSP to Automation	\$ 0.50	\$ 0.50	\$ -
Retained RHSP to General Fund	\$ 0.50	\$ 0.50	\$ -
Automation Fund	\$ 6.12	\$ 7.79	\$ 1.67
Document Storage	\$ -	\$ 9.75	\$ 9.75
Prior Predictable	\$ -	\$ -	\$ -

Recommended Distribution		Est Volume	Est Value
To General Fund	\$ 61.20	50	\$ 3,059.98
To Special Fund	\$ 19.04	50	\$ 952.05
To GIS	\$ 17.45	50	\$ 872.73

55 ILCS 5/3-5018.2 Non-Land Documents			
	Prior	Actual	Change
Summary	\$ 45.40	\$ 69.35	\$ 23.95
General Fund	\$ 21.78	\$ 30.35	\$ 8.57
Distributed to GIS	\$ 16.00	\$ 17.45	\$ 1.45
Retained GIS	\$ 1.00	\$ 1.00	\$ -
Total RHSP collected	\$ -	\$ -	\$ -
Retained RHSP to Automation	\$ -	\$ -	\$ -
Retained RHSP to General Fund	\$ -	\$ -	\$ -
Automation Fund	\$ 6.62	\$ 7.79	\$ 1.17
Document Storage	\$ -	\$ 9.75	\$ 9.75
Prior Predictable	\$ -	\$ 3.00	\$ 3.00

	Est Volume	Est Value
Recommended Distribution		
To General Fund	\$ 33.35	\$ 14,140.30
To Special Fund	\$ 18.54	\$ 7,861.36
To GIS	\$ 16.00	\$ 6,784.00

55 ILCS 5/3-5018.2 (d) Plat, Subdivisions			
	Prior	Actual	Change
Summary	\$ 84.35	\$ 146.04	\$ 61.69
General Fund	\$ 51.23	\$ 91.05	\$ 39.82
Distributed to GIS	\$ 16.00	\$ 17.45	\$ 1.45
Retained GIS	\$ 1.00	\$ 1.00	\$ -
Total RHSP collected	\$ 9.00	\$ 18.00	\$ 9.00
Retained RHSP to Automation	\$ 0.50	\$ 0.50	\$ -
Retained RHSP to General Fund	\$ 0.50	\$ 0.50	\$ -
Automation Fund	\$ 6.12	\$ 7.79	\$ 1.67
Document Storage	\$ -	\$ 9.75	\$ 9.75
Prior Predictable	\$ -	\$ -	\$ -

	Est Volume	Est Value
Recommended Distribution		
To General Fund	\$ 91.55	\$ 9,429.58
To Special Fund	\$ 18.04	\$ 1,858.22
To GIS	\$ 17.45	\$ 1,797.83

GIS FEE CALCULATIONS

REVENUE	
Number of recorded documents	18974
Current Fee per document	\$ 16.00
Total Fees recording in last fiscal year	\$ 303,584.00
Total Revenue	\$ 303,584.00
EXPENSE	
Total Expense	\$ 331,184.00
Results	
Current GIS Dept Revenue per unit	\$ 16.00
Reported Expense	\$ 331,184.00
Gap	\$ 27,600.00
Required Fee Increase	\$ 1.45
Plus fees paid by third party	\$ -
Portion distributed to GIS	\$ 17.45
Portion retained by Recorder	\$ 1.00
Total GIS Fee	\$ 18.45

Clerk Fee Distribution

The following tables outline the current fees and actual expenses. Illinois statute allows Tazewell County to recover up to the actual amount. The recommended distributions are based on Bellwether's understanding of Tazewell County's financial system use for funds distribution. Counties may either claim the full amount in their fees or round them down. Rounding up is not allowed as it would result in recovering more than the actual cost of service.

TOTAL VALUE PER FUND	
General Fund	\$ 189,673.42
Automation / Doc Storage	\$ 8,482.00

Estimated revenues are based on the projected volume and are subject to change. Bellwether recommends conservative budgeting for the first year.

Birth Certified	Current	Actual	Change	Extended
Summary	\$ 16.00	\$ 18.60	\$ 2.60	by Volume
General	\$ 14.00	\$ 16.60	\$ 2.60	\$ 4,565.50
Automation	\$ 2.00	\$ 2.00	\$ -	\$ 550.00
Other	\$ -	\$ -	\$ -	\$ -
Death Certified	Current	Actual	Change	Extended
Summary	\$ 24.00	\$ 30.64	\$ 6.64	by Volume
General	\$ 18.00	\$ 24.64	\$ 6.64	\$ 5,716.22
Automation	\$ 2.00	\$ 2.00	\$ -	\$ 464.00
Other	\$ 4.00	\$ 4.00	\$ -	\$ 928.00

Marriage	Current	Actual	Change	Extended
Summary	\$ 90.00	\$ 75.00	\$ (15.00)	by Volume
General	\$ 83.00	\$ 68.00	\$ (15.00)	\$ 39,372.00
Automation	\$ 2.00	\$ 2.00	\$ -	\$ 1,158.00
Other	\$ 5.00	\$ 5.00	\$ -	\$ 2,895.00

Add Cert Copies - Birth	Current	Actual	Change	Extended
Summary	\$ 11.00	\$ 13.32	\$ 2.32	by Volume
General	\$ 9.00	\$ 11.32	\$ 2.32	\$ 30,845.44
Automation	\$ 2.00	\$ 2.00	\$ -	\$ 5,450.00
Other	\$ -	\$ -	\$ -	\$ -

Add Cert Copies - Death	Current	Actual	Change	Extended
Summary	\$ 15.00	\$ 17.32	\$ 2.32	by Volume
General	\$ 9.00	\$ 11.32	\$ 2.32	\$ 3,395.83
Automation	\$ 2.00	\$ 2.00	\$ -	\$ 600.00
Other	\$ 4.00	\$ 4.00	\$ -	\$ 1,200.00

Marriage Cert Copy	Current	Actual	Change	Extended
Summary	\$ 15.00	\$ 13.32	\$ (1.68)	by Volume
General	\$ 13.00	\$ 11.32	\$ (1.68)	\$ 11.32
Automation	\$ 2.00	\$ 2.00	\$ -	\$ 2.00
Other	\$ -	\$ -	\$ -	\$ -

Add Cert Copies - Marriage	Current	Actual	Change	Extended by Volume
Summary	\$ 11.00	\$ 13.32	\$ 2.32	
General	\$ 9.00	\$ 11.32	\$ 2.32	\$ 11.32
Automation	\$ 2.00	\$ 2.00	\$ -	\$ 2.00
Other	\$ -	\$ -	\$ -	\$ -

Search Fee	Current	Actual	Change	Extended by Volume
Summary	\$ -	\$ 11.32	\$ 11.32	
General	\$ -	\$ 11.32	\$ 11.32	\$ 282.99
Automation	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -

Business Assumed Name	Current	Actual	Change	Extended by Volume	Tax Redemption	Current	Actual	Change	Extended by Volume
Summary	\$ 20.00	\$ 27.92	\$ 7.92		Summary	\$ 72.50	\$ 109.49	\$ 36.99	
General	\$ 18.00	\$ 25.92	\$ 7.92	\$ 3,317.92	General	\$ 72.50	\$ 90.56	\$ 18.06	\$ 84,488.22
Automation	\$ 2.00	\$ 2.00	\$ -	\$ 256.00	County Indirect for tax software	\$ -	\$ 18.94	\$ 18.94	\$ 17,666.67
Other	\$ -	\$ -	\$ -	\$ -	Other	\$ -	\$ -	\$ -	\$ -

Bellwether experience has shown that the processes for registering a New Business Name are indistinguishable from changing a Business Name. Our formula uses a standard time-on-task for both functions. Counties may consider having a single fee "Registration / Changes to Business Name".

Non-Statutory Fees

It is not unusual for the County Clerk to have accommodation services for the public including photocopy and notary services. While not defined in statute, these services are considered valuable by the public as they seek to conduct business with the County. In general, the associated fees are intended to recover the County's expenses. In some instances, the pricing of these services has been set to prevent routine use by businesses who regularly conduct business with the county.

Service	Cost Component	Estimated Actual Cost (rounded for ease of collection)	Basis for Distribution of Fees
Photocopy	Copy lease, paper, labor	\$1.00 per page	Copy leases, paper and labor are paid from the General Fund
Notary Public	Certification, materials, labor	\$5.00 per stamp*	Employee certification and labor are paid from the General Fund .

* Local Notary services in Pekin currently charge \$5.00 per stamp.

Attachment A – Sample County Board Action on Clerk Fees

WHEREAS, 55 ILCS 5/4-4001 provides that the statutory County Clerk fees may be increased by the County Board if an increase is “justified by an acceptable cost study showing that the fees allowed by this Section (55 ILCS 5/4-4001) are not sufficient to cover the costs of providing the services”; and

WHEREAS, both 55 ILCS 5/4-4001 require a statement of the costs of providing each service, program and activity be prepared and be part of the public record; and

WHEREAS, a statement of cost (attached hereto and made a part hereof) and cost analysis by Bellwether, LLC. has been prepared; and

WHEREAS, 410 ILCS 535/25 directs the County Clerk to collect \$2.00 for the Death Certificate Surcharge Fund and \$2.00 for the Cemetery Oversight Licensing and Disciplinary Fund added to each certified Death Certificate; and

WHEREAS, 55 ILCS 5/4-4001 directs the County Clerk to collect \$5.00 added to each Marriage and Civil Union License for the Domestic Violence Fund; and

WHEREAS, 55 ILCS 5/4-4001 provides authority to the County Board to establish a County Clerk’s Automation Fund and collect a \$3.00 fee for each copy of a certified document produced by the County Clerk; and

WHEREAS, based on the Bellwether, LLC study and the recommendation of the County Clerk, and the County Board agrees that the County Code should be amended to change and establish the fees charged by the Tazewell County Clerk.

NOW, THEREFORE, BE IT ORDAINED that the County Code is amended as follows:

INSERT NEW FEE SCHEDULE HERE

Attachment B – Sample County Board Action on Recorder Fees

WHEREAS, 55 ILCS 5/3-5018 provides that the statutory County Recorder fees may be increased by the County Board if an increase is “justified by an acceptable cost study showing that the fees allowed by this Section (55 ILCS 5/3-5018) are not sufficient to cover the costs of providing the services”; and

WHEREAS, 55 ILCS 5/3-5018 requires a statement of the costs of providing each service, program and activity be prepared and be part of the public record; and

WHEREAS, 55 ILCS 5/3-5018 provides authority to the County Board to establish a County Recorder’s Automation Fund to collect a \$x.xx fee for each document recorded by the Recorder; and

WHEREAS, 55 ILCS 5/3-5018 provides authority to the County Board to establish County Recorder’s Document Storage Fund collect a \$x.xx for document storage for each document recorded by the Recorder; and

WHEREAS, 55 ILCS 5/3-5018 provides authority to the County Board to establish a County GIS Fee of \$xx.xx County Recorders to collect with \$1.00 retained in the County Recorder Automation Fund; and

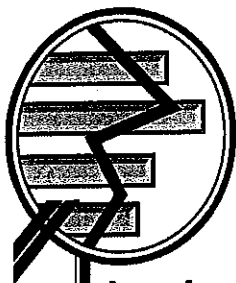
WHEREAS, 55 ILCS 5/3-5018 directs the County Board to collect a Rental Housing Support Program Fee of \$18.00 for each document recording reflecting financial value, \$.50 of which shall be deposited each in the Recorder’s Automation Fund and General Fund; and

WHEREAS, 55 ILCS 5/3-5018 requires an established predictable fee for standard documents and said fee is set at \$3.00; and

WHEREAS, a statement of cost (attached hereto and made a part hereof) and cost analysis by Bellwether, LLC. has been prepared; and
WHEREAS, based on the Bellwether, LLC study and the County Board agrees that the County Code should be amended to change and establish the fees charged by the Tazewell County Clerk.

NOW, THEREFORE, BE IT ORDAINED that the County Code is amended as follows:

INSERT NEW FEE SCHEDULE HERE



Bellwether, LLC
Management Services & Consulting

Government Performance Services

East of Services

Tazewell County, Illinois

County Clerk / Recorder's Office

September 2023

Addendum Addressing Certified and Digital Copies

Addendum

During our review a series of questions arose. This addendum provides Bellwether's opinion on each topic.

Certified Copy Fee

55 ILCS 5/3-5018 "For certified copies of records, the same fees as for recording, but in no case shall the fee for a certified copy of a map or plat of an addition, subdivision or otherwise exceed \$10."

The statute defines the "recording of deeds or other instruments" separately from all other portions of the fee structure. Therefore, the "same fees as recording" in this application is seen as representing the portion paid to the general fund. The statement of not exceeding \$10 is superseded by the demonstrated fee review.

55 ILCS 5/3-5018 "The foregoing fees allowed by this Section are the maximum fees that may be collected from any officer, agency, department or other instrumentality of the State. The county board may, however, by ordinance or resolution, increase the fees allowed by this Section and collect such increased fees from all persons and entities other than officers, agencies, departments and other instrumentalities of the State if the increase is justified by an acceptable cost study showing that the fees allowed by this Section are not sufficient to cover the cost of providing the service."

Therefore, the Certified Copy Fees may be set at

Certified Copies of Land Records	\$30.35
Certified Copies of Non-Standard Records	\$60.70
Certified Copies of Non-Land Records	\$30.35
Certified Copies of Plat / Subdivision	\$91.05

Digital Copies

55 ILCS 5/3-5018 "For non-certified copies of records, an amount not to exceed one-half of the amount provided in this Section for certified copies, according to a standard scale of fees, established by county ordinance or resolution and made public."

55 ILCS 5/5-1106.1 would not apply as these records are not otherwise made available to the public at no cost. The amount not to exceed is superseded as above and is further influenced by the contractual agreement with the indexing / hosting service provider. (Fidlar)

The question during our discussion centered on where revenues from this service should be captured. The two options would be either the General Fund or the Automation Fund. As the General Fund distribution is intended to recover labor, indirect and shared services expense this revenue would not seem to be relevant. Whereas the revenue has direct ties to the automation in use in the department operations it would seem this is a better fit.

The revenue described in our discussion seemed to vary broadly year by year. Bellwether's suggestion is to use these funds to further accelerate the pay-down on the imaging project and further fund the book recovering project. A future fee review may recommend these funds being used to offset the ongoing costs of the recording system.

Budgeting of Clerk / Recorder Special Funds

55 ILCS 5/6-1001 provides specific guidance on county budgeting.

(55 ILCS 5/6-1001) (from Ch. 34, par. 6-1001)

(c) Estimates of all probable income for the current fiscal year and for the ensuing fiscal year covered by the budget, specifying separately for each of said years the estimated income from taxes, from fees, and from all other sources. The estimated income from fees shall indicate both the estimated total receipts from fees by county fee officers and the estimated net receipts from fees to be paid into the county treasury.

(d) A detailed statement showing estimates of expenditures for the current fiscal year, revised to the date of such estimate, and, separately, the proposed expenditures for the ensuing fiscal year for which the budget is prepared. Said revised estimates and proposed expenditures shall show the amounts for current expenses and capital outlay, shall specify the several objects and purposes of each item of current expenses, and shall include for each of said years all floating indebtedness as of the beginning of the year, the amount of funded debt maturing during the year, the interest accruing on both floating and funded debt, and all charges fixed or imposed upon counties by law.

(55 ILCS 5/6-1005) (from Ch. 34, par. 6-1005)

Sec. 6-1005. Contract or obligation in excess of appropriation. Except as herein provided, neither the county board nor any one on its behalf shall have power, either directly or indirectly, to make any contract or do any act which adds to the county expenditures or liabilities in any year anything above the amount provided for in the annual budget for that fiscal year.

Given the parameters defined by statute, a prudent county official submits a generous budget for use of their special funds rather than the traditional minimalist approach. As there is no loss of funds unspent in the prior fiscal year, this approach avoids the pitfalls of expenses exceed appropriation.

COMMITTEE REPORT

F-23-43

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, Probation Upgrade received funds from the State of Illinois from a reimbursement for pretrial data integration totaling \$20,000; and

WHEREAS, during FY23, Administrative Office of the Illinois Courts required the department to make changes to the data management system that were not known at/before the budget was set for FY23; and

WHEREAS, the funds were unexpected as were the costs these funds covered; 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 Probation Upgrade’s fiscal year 2023 budget as follows:

Revenues:

251-132-4099 – Probation Upgrade: \$20,000

Expenditures:

251-132-5256 – Placement/Treatment: \$20,000

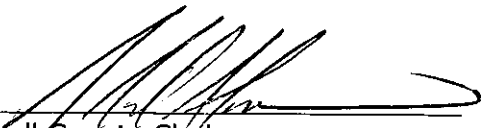
WHEREAS, this action does not represent an additional appropriation of funds by the Probation Department, it solely represents recognizing the increase of available expenditure funds within Probation Upgrade’s budget as a result of the reimbursement, as well as a corresponding increase in the revenue budget.

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

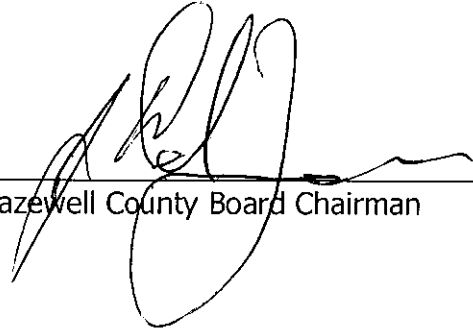
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Finance Office, the Treasurer, the Probation Office, and the Auditor of this action.

PASSED THIS 15TH DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

F-23-44

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, Veteran’s Assistance received donations totaling \$875.00; and

WHEREAS, Steve Saal, Veteran’s Assistance Director has requested these funds be moved for use for end of the year food provisions; and

WHEREAS, the funds were unexpected as were the costs these funds covered; 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 Veteran’s Assistances fiscal year 2023 budget as follows:

Revenues:

230-550-4711 – Donations: \$875.00

Expenditures:

230-550-5171 – Food: \$875.00

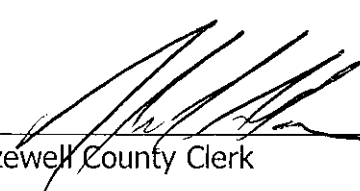
WHEREAS, this action does not represent an additional appropriation of funds by the Veteran’s Assistance department, it solely represents recognizing the increase of available expenditure funds within the Veteran’s Assistance budget as a result of the donations, as well as a corresponding increase in the revenue budget.

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

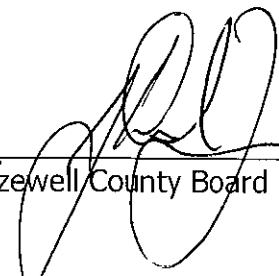
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Finance Office, the Treasurer, the VA Office, and the Auditor of this action.

PASSED THIS 15TH DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

F-23-45

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Transfers for Special Funds as outlined on the attachment to this Resolution; and

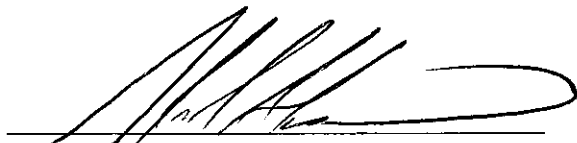
WHEREAS, the transfer of funds is to correctly allocate where expenses were incurred.

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


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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

Budget Transfers

Year End FY23

Requesting
Department:

From:

To:

SPECIAL REVENUE FUNDS:

Health Internal Service Fund	202-650-5262	Professional Fees	202-650-5282	Broker/TPA Fees	15,000.00
Health Internal Service Fund	202-650-5228	Health Ins Claims Paid	202-650-5282	Broker/TPA Fees	2,000.00
Health Internal Service Fund	202-650-5228	Health Ins Claims Paid	202-650-5233	Dependent Stop Loss	24,000.00
Health Internal Service Fund	202-650-5228	Health Ins Claims Paid	202-650-5232	Employee Stop Loss	3,000.00
Veterans' Assistance	230-550-5363	Sewer	230-550-5410	Travel	125.00
Veterans' Assistance	230-550-5363	Sewer	230-550-5434	Sponsorships	75.00
Veterans' Assistance	230-550-5082	Medical Insurance	230-550-5100	Office Supplies	6,500.00
Animal Control	231-530-5104	Postage & Shipping	231-530-5307	Fire Extinguishers	10.00
Animal Control	231-530-5104	Postage & Shipping	231-530-5205	Drinking Water	60.00
Animal Control	231-530-5104	Postage & Shipping	231-530-5400	Registration Fees	25.00
Animal Control	231-530-5104	Postage & Shipping	231-530-5210	Building Inspections	65.00
Animal Control	231-530-5104	Postage & Shipping	231-530-5168	Field Supplies	500.00
Animal Control	231-530-5104	Postage & Shipping	231-530-5362	Water	600.00
Animal Control	231-530-5104	Postage & Shipping	231-530-5367	Cleaning Services	800.00
Animal Control	231-530-5104	Postage & Shipping	231-530-5140	Uniform & Clothing	675.00
Animal Control	231-530-5269	Rabies Vaccines	231-530-5326	Mechanical Equip Maint	1,000.00
Animal Control	231-530-5300	Plumbing	231-530-5362	Animal Supplies	3,000.00
Animal Control	231-530-5082	Medical Insurance	231-530-5060	Overtime	2,000.00
Animal Control	231-530-5134	Maint Supplies	231-530-5060	Overtime	2,000.00
Animal Control	231-530-5271	Population Control	231-530-5060	Overtime	3,000.00
Animal Control	231-530-5550	Computers	231-530-5060	Overtime	2,500.00
Animal Control	231-530-5557	Misc. Equipment	231-530-5060	Overtime	3,500.00
Animal Control	231-530-5005	Part Time	231-530-5015	On Call	2,500.00
Animal Control	231-530-5340	Telephone	231-530-5015	On Call	2,000.00
Animal Control	231-530-5550	Computers	231-530-5015	On Call	1,500.00
Animal Control	231-530-5550	Computers	231-530-5080	IMRF	1,000.00
Animal Control	231-530-5361	Gas & Electric	231-530-5080	IMRF	1,700.00
Animal Control	231-530-5270	Refunds	231-530-5080	IMRF	100.00
Animal Control	231-530-5000	Department Head	231-530-5070	Social Security	3,000.00
Animal Control	231-530-5201	Dispatch Services	231-530-5070	Social Security	300.00
American Rescue Plan	234-530-5000	Dept Head	234-600-5000	Dept Head	65,243.00
Probation Upgrade	251-132-5557	Misc Equipment	251-132-5541	Office Equipment	1,356.00
Probation Upgrade	251-132-5256	Placement/Treatment	251-132-5120	Association Membership Dues	200.00
Risk Management & Liability	252-610-5073	Federal Unemployment	252-610-5072	State Unemployment	30,000.00
Risk Management & Liability	252-610-5241	Legal Services	252-610-5226	Auto Liability Insurance	6,000.00

185,334.00

COMMITTEE REPORT

F-23-46

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, Farm received funds for reimbursement of crop loss due to the Pearl Street Solar Farm totaling \$16,200; and

WHEREAS, \$16,200 was paid to the Future Farmers of America, who bore the crop loss; and

WHEREAS, the funds were unexpected as were the costs these funds covered; 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 Farm's fiscal year 2023 budget as follows:

Revenues:

100-615-4712 – Rental Income (Crop Profit/Solar Farm): \$16,200

Expenditures:

100-615-5163 – Field Repairs: \$16,200

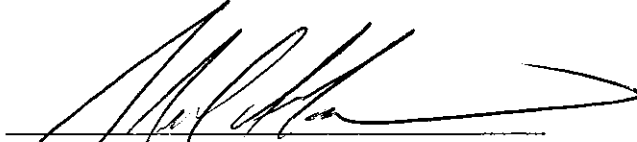
WHEREAS, this action does not represent an additional appropriation of funds by the Farm Department, it solely represents recognizing the increase of available expenditure funds within the Farm's budget as a result of the awarded grants, as well as a corresponding increase in the revenue budget.

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

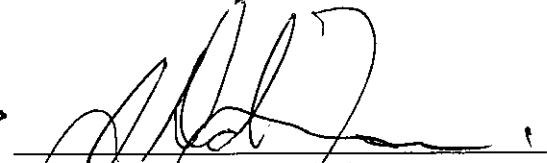
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Finance Office, the Treasurer, Community Development, and the Auditor of this action.

PASSED THIS 15TH DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

F-23-47

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Transfers for the General Fund as outlined on the attachment to this Resolution; and

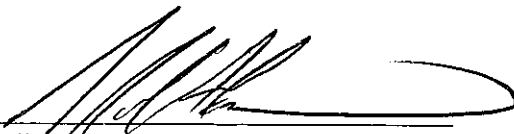
WHEREAS, the transfer of funds is to correctly allocate where expenses were incurred.

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


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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

Budget Transfers

Year End FY23

Requesting
Department:

From:

To:

GENERAL FUND:

Courts	100-130-5082	Medical Insurance	100-130-5272	Witness Fees	7,000.00
Courts	100-130-5001	Management/Supervisor	100-130-5272	Witness Fees	2,000.00
EMA	100-220-5326	Mechanical Equip Maint	100-220-5320	Vehicle Maintenance	3,000.00
EMA	100-220-5410	Travel	100-220-5400	Conference Registration	1,500.00
EMA	100-220-5410	Travel	100-220-5454	Mileage - Business Travel	575.00
Community Development	100-300-5410	Travel	100-300-5320	Vehicle Maintenance	1,600.00
Community Development	100-300-5120	Dues & Suscriptions	100-300-5130	Fuel	250.00
Community Development	100-300-5210	Building Code Inspections	100-300-5100	Office Supplies	1,000.00
Community Development	100-300-5210	Building Code Inspections	100-300-5208	Appeals Board	800.00
Community Development	100-300-5400	Conference Registration	100-300-5203	Publications	330.00
County Board	100-600-5082	Medical Insurance	100-600-5034	Co Board Per Diem	4,125.00
County Board	100-600-5082	Medical Insurance	100-600-5070	Social Security	1,000.00
County Board	100-600-5410	Travel	100-600-5405	Per Diem/Meals - Training	200.00
Treasurer	100-605-5541	Office Equipment	100-605-5323	Office Equipment Maintenance	1,500.00
Treasurer	100-605-5410	Travel	100-605-5120	Association Membership Dues	150.00
Co Administration	100-600-5087	Auto Allowance	100-610-5087	Auto Allowance	3,600.00
Co Administration	100-610-5070	Social Security	100-610-5060	OT Premium	20.00
Co Administration	100-610-5180	Program Supplies	100-610-5287	Admin Adjunicaton Srvs	4,600.00
Co Administration	100-610-5180	Program Supplies	100-610-5289	IRS Audit Adj/Affordable Care	200.00
Co Administration	100-610-5104	Postage & Shipping	100-610-5288	Tax Notice Handling	4,200.00
County Audit	100-614-5250	GASB Reports/Consulting	100-614-5247	External Audit	3,690.00
County Audit	100-614-5251	Accounting Consulting	100-614-5247	External Audit	6,000.00
County Audit	100-613-5002	Professional/Technical	100-614-5247	External Audit	29,000.00
Supervisor of Assessments	100-620-5005	Part Time	100-620-5080	IMRF	2,000.00
Building Admin	100-612-5530	Building Improvements	100-630-5133	Medical Supplies	800.00
Building Admin	100-630-5361	Gas and Electric	100-630-5209	NPDES	500.00
Building Admin	100-630-5361	Gas and Electric	100-630-5307	Fire Extinguishers	1,160.00
Building Admin	100-630-5361	Gas and Electric	100-630-5362	Water	1,000.00
Building Admin	100-630-5361	Gas and Electric	100-630-5364	Waste Removal	1,550.00
Building Admin	100-630-5361	Gas and Electric	100-630-5369	Property Taxes	6,201.00
Building Admin	100-630-5530	Building Improvements	100-630-5553	Security Equipment	32,542.00
Justice Center	100-631-5004	Maintenance	100-631-5060	Overtime	9,600.00
Justice Center	100-631-5361	Gas and Electric	100-631-5134	Maintenance Supplies	654.00
Justice Center	100-631-5361	Gas and Electric	100-631-5300	Plumbing	435.00
Justice Center	100-631-5361	Gas and Electric	100-631-5362	Water	22,870.00
Justice Center	100-631-5361	Gas and Electric	100-631-5364	Waste Removal	800.00
Justice Center	100-631-5530	Building Improvements	100-631-5553	Security Equipment	13,112.00

169,564.00

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to decline an adjustment to the tax levy for tax year 2024 for the County of Tazewell as authorized under Public Act 102-519 (35 ILCS 200/18-233) for the purpose of recouping funds lost due to refunds of a portion of property tax revenue distributed to the County of Tazewell in tax year 2023 resulting in underfunded collections and to decline the calculated revenue recapture amount obtained from said authorized levy increase; and

WHEREAS, Public Act 102-519 requires that a taxing district levy shall be increased by a prior year adjustment whenever an assessment decreases due to the issuance of a certificate of error, a court order issued pursuant to an assessment valuation complaint under Section 23-15 of the Property Tax Code, or a final administrative decision of the Property Tax Appeal Board results in a refund from the taxing district of a portion of the property tax revenue distributed to the taxing district; and

WHEREAS, certificates of error, court orders issued pursuant to an assessment valuation complaint under Section 23-15 of the Property Tax Code, or a final administrative decision of the Property Tax Appeal Board have resulted in refunds of a portion of property tax revenue distributed to Tazewell County in an amount determined by the Tazewell County Treasurer and County Collector; and

WHEREAS, the County of Tazewell desires to abate the funds that have been lost by these refunds.

THEREFORE BE IT RESOLVED that the County Board approves this recommendation to decline the revenue recapture amount.

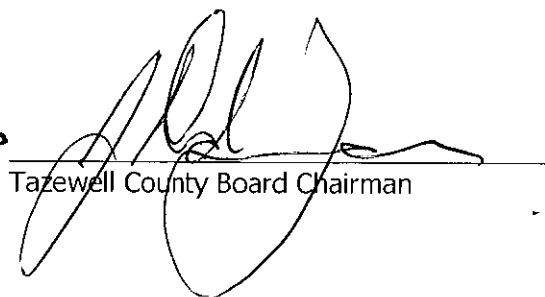
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, County Auditor, County Treasurer and County Collector, Supervisor of Assessments, and County Clerk of this action.

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

F-23-50

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Tazewell County, Illinois; and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE; and

WHEREAS, the Tazewell County Board has defined a strategy for the use of American Rescue Plan Act State And Local Fiscal Recovery Funds to support continued Tazewell County Sheriff's efforts of COVID mitigation in jail facilities; and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled as U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL REPORT; and

WHEREAS, page 20 of the U.S. TREASURY INTERIM FINAL REPORT states: "*Public Health and Safety Staff. Treasury recognizes that responding to the public health and negative economic impacts of the pandemic, including administering the services described above, requires a substantial commitment of State, local, and Tribal government human resources. As a result, the Fiscal Recovery Funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency. Accordingly, the Fiscal Recovery Funds may be used to support the payroll and covered benefits for the portion of the employee's time that is dedicated to responding to the COVID-19 public health emergency;*"; and

WHEREAS, the U.S. TREASURY INTERIM FINAL REPORT defines criteria as: *“For administrative convenience, the recipient may consider public health and safety employees to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated to responding to the COVID-19 public health emergency. Recipients may consider other presumptions for assessing the extent to which an employee, division, or operating unit is engaged in activities that respond to the COVID-19 public health emergency, provided that the recipient reassesses periodically and maintains records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on the COVID-19 response”*; and

WHEREAS, the Tazewell County Sheriff attests that the Sheriff’s Department jail facility operations are primarily engaged in activities that respond to the COVID-19 public health emergency; and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE; and

WHEREAS, Tazewell County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Tazewell County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *“a broad range of government services, programs, and projects outside of typical eligible used of recovery funds under the final rule”* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE; and

WHEREAS, improvements to ventilation systems are eligible expenses with 2.19 of the U.S. TREASURY FINAL RULE: FREQUENTLY ASKED QUESTIONS stating, in part, *“Under the SLFRF program, funds for installation and improvement of ventilation systems can be used for projects that respond to the pandemic’s public health impacts and provide longer-term benefits, including the inspection, testing, commissioning, maintenance, repair, replacement, and upgrading of HVAC systems to improve indoor air quality in facilities. Projects can include assessing current HVAC systems, updating HVAC systems, updating air filters, installing functional windows for improved ventilation, repairing windows and doors, installing in-room air cleaning devices, and other projects for improving indoor air quality.”*; and

WHEREAS, 2.20 of the U.S. TREASURY FINAL RULE: FREQUENTLY ASKED QUESTIONS further elaborates, in part, *“This includes commercial buildings, office buildings, dense worksites, schools, nursing homes and other long-term care facilities, multi-family residential buildings, restaurants, correctional facilities, transportation hubs, and public transit vehicles, among other locations. Recipients are encouraged to consider congregate settings and other key locations as priorities for installation and*

improvement of ventilation systems.”, and

WHEREAS, the Tazewell County Board has approved several projects to improve ventilation systems, including:

1. The purchase and installation of a roof top unit for the Justice Center in 2022 in the amount of \$206,700,
2. The purchase and installation of a roof top unit for the Justice Center in 2023 in the amount of \$ 167,955,
3. The purchase and installation of functional windows in the McKenzie building in 2023, with partial costs in the amount of \$205,607; and

WHEREAS, 10.1 of the U.S. TREASURY FINAL RULE: FREQUENTLY ASKED QUESTIONS states “*interest earned on SLFRF award funds is not subject to program restrictions*”, and “*SLFRF payments made by Treasury to local governments and Tribes are not subject to the requirements of 2 CFR 200.305(b)(8) and(9) to maintain SLFRF award funds in an interest-bearing account and remit interest earned above \$500 on such payments to Treasury*”; and

WHEREAS, American Rescue Plan Act, State And Local Fiscal Recovery funds have earned interest in the amount of \$146,624.25; and

WHEREAS, fencing was purchased in 2023 in the amount of \$5,408 to surround the Tobin Building to be paid out of the standard allowance.

NOW THEREFORE, BE IT RESOLVED that the Tazewell County Board hereby approves the following:

1. Authorizing the use of \$10,046,021.85 of the American Rescue Plan Act, State And Local Fiscal Recovery funds for salaries of personnel involved in activities related to COVID-19 and addressing the pandemic from the period of March 14, 2021 through October 7, 2023, as listed in Attachment A, and
2. Directing the Tazewell County Treasurer to recognize the transfer of funds from the American Rescue Plan Act, State and Local Fiscal Recovery account to the General Fund in the amount of \$10,046,021.85 for the purpose of reimbursing the salary expenses for the Tazewell County Sheriff department.

BE IT FURTHER RESOLVED by the Tazewell County Board hereby approves the following:

1. The Tazewell County Board authorizes the use of \$8,647,119 of the American Rescue Plan Act, State And Local Fiscal Recovery funds using the standard allowance method of calculating lost revenues as itemized in Attachment B for

salary expenses occurring from the period of March 14, 2021 through October 7, 2023; and

2. Directing the Tazewell County Treasurer to recognize the transfer of funds from the American Rescue Plan Act, State and Local Fiscal Recovery account to the General Fund in the amount of \$8,647,119 for the purpose of reimbursing salary expenses through the lost revenues standard allowance.

BE IT FURTHER RESOLVED that the Tazewell County Board hereby approves the following:

1. Authorizing the use of \$580,262 of the American Rescue Plan Act, State And Local Fiscal Recovery funds for the improvement of ventilation systems for expenses occurring in calendar years 2022 and 2023, and
2. Directing the Tazewell County Treasurer to recognize the transfer of funds from the American Rescue Plan Act, State and Local Fiscal Recovery account to the General Fund in the amount of \$580,262 for the purpose of reimbursing expenses related to the improvement of ventilation systems.

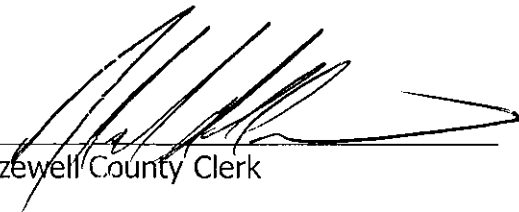
BE IT FURTHER RESOLVED that the Tazewell County Board directs the Tazewell County Treasurer to transfer the earned interest of \$146,624.25 in the American Rescue Plan Act, State and Local Fiscal Recovery account to the General Fund.

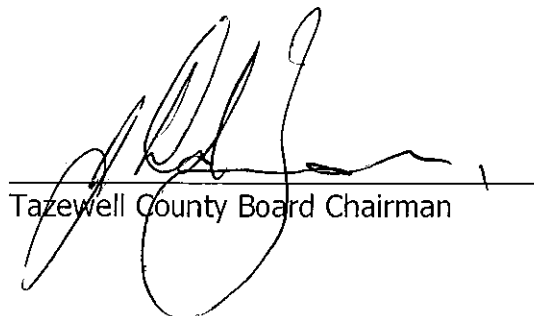
BE IT FURTHER RESOLVED that the Tazewell County Board authorizes the use of American Rescue Plan Act, State And Local Fiscal Recovery funds for the 2023 fencing cost from the standard allowance in the amount of \$5,408.

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

PASSED THIS 15TH DAY OF NOVEMBER, 2023.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Attachment A
ARPA Reimbursement Resolution

Jail Facilities Salary Costs Reimbursements

Jail Superintendent	\$ 234,300.63
Jail Command	1,413,976.27
Corrections Officers	7,632,897.02
Jail Control Room	764,847.93
Total	\$ 10,046,021.85

ARPA Reimbursements Resolution
Standard Allowance Reimbursements
Salaries - March 14, 2021 and October 7, 2023

Attachment B

<u>Department</u>	<u>Account</u>	<u>Fund</u>	<u>Dept.</u>	<u>G/L Code</u>	<u>Amount</u>
State's Attorney	Part-time	100	110	5005	13,639.27
State's Attorney	Asst. State's Attorneys	100	110	5007	3,018,999.59
State's Attorney	Investigators	100	110	5008	183,816.67
State's Attorney	Victim Witness Services	100	110	5009	448,474.69
State's Attorney	Legal Secretaries	100	110	5010	179,427.70
State's Attorney	Administrative Personnel	100	110	5011	243,921.47
Public Defender	Support Staff	100	120	5003	125,483.82
Public Defender	Part-time	100	120	5005	20,886.48
Public Defender	Assist. Public Defenders	100	120	5012	2,278,064.04
Courts	Management/Superisors	100	130	5001	120,676.25
Courts	Professional/Technical	100	130	5002	299,206.18
Courts	Part-time	100	130	5005	7,956.56
Community Development	Department Head	100	300	5000	183,755.41
Community Development	Support Staff	100	300	5003	153,537.33
Conty Board	Support Staff	100	600	5003	119,087.73
Conty Board	Board Chairman	100	600	5030	75,332.19
Conty Board	County Administrator	100	600	5032	7,317.97
Conty Board	County Board	100	600	5033	130,000.00
Auditor	Department Head	100	601	5000	142,229.07
County Administration	Professional/Technical	100	610	5002	125,133.95
County Administration	County Administrator	100	610	5032	117,422.56
Supervisor of Assessments	Management/Supervisor	100	620	5001	132,970.46
Supervisor of Assessments	Professional/Technical	100	620	5002	9,131.18
Supervisor of Assessments	Support Staff	100	620	5003	216,622.22
Supervisor of Assessments	Part-time	100	620	5005	70,010.12
Board of Review	Board of Review Members	100	621	5036	224,016.09
Total					\$ 8,647,119.00

COMMITTEE REPORT

HR-23-26

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a Stop Loss Carrier, prescription provider, and telemedicine services; and

WHEREAS, Illinois State Statutes at 55 ILCS 5/5-1022 provide that the general requirement to competitively bid purchases in excess of \$30,000 does not apply to contracts which by their nature are not suitable to competitive bids pursuant to an ordinance adopted by the County Board; and

WHEREAS, attempts to obtain pricing through the statutory competitive bidding process is not possible due to the disclosure of protected health information of members; and

WHEREAS, the Wyman Group serves as the County's Consultant for the County's health, dental and vision benefits plan; and

WHEREAS, the Wyman Group has gone out for bids for a Stop Loss Carrier for Tazewell County and are recommending the bidder, Pareto/HCC, retain the agreement for the County's group health insurance; and

WHEREAS, Pareto/HCC has partnerships with several providers and offers free or discounts services through these partnerships; and

WHEREAS, Pareto/HCC recommends the use of prescription provider SmithRx for the County's group health insurance prescription plan; and


WHEREAS, Pareto/HCC recommends the use of telemedicine provider HealthJoy for the County's group health insurance telemedicine services.

THEREFORE BE IT RESOLVED, the County Board approves these recommendations and authorizes the County Board Chairman to execute the agreements with Pareto/HCC, SmithRx, and HealthJoy as recommended by the Consultant.


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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



County Clerk



County Board Chairman

Tazewell County Reinsurance Quote 12/1/2023

		Current	Option 1	Option 1A	Option 3	Option 4
Carrier		BRM Specialty	Pareto/HCC	Pareto/HCC	Berkshire Hathaway	Sun Life
Carrier Rating			A++	A++	A++	A+
Specific Contract		24/12	25/13	22/10	24/12	24/12
Specific Deductible		\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
Aggregating Specific		N/A	N/A	N/A	N/A	N/A
Annual Max		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime Max		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
	Count					
Specific EE	176	\$129.76	\$156.41	\$151.33	\$147.69	\$147.86
Specific ES	8	\$258.48	\$311.56	\$301.44	\$294.21	\$285.15
Specific EC	16	\$228.77	\$275.74	\$266.78	\$260.38	\$244.41
Specific ESC	62	\$388.24	\$467.97	\$452.77	\$441.90	\$420.93
	262					
Aggregate Premium		\$7.57	\$7.72	\$8.10	\$7.88	\$9.48
Aggregate EE		\$985.10	\$1,192.21	\$1,192.21	\$1,112.75	\$1,107.11
Aggregate ES		\$1,962.31	\$2,374.88	\$2,374.88	\$2,216.59	\$2,324.93
Aggregate EC		\$1,736.72	\$2,101.87	\$2,101.87	\$1,961.77	\$1,992.79
Aggregate ESC		\$2,947.40	\$3,567.09	\$3,567.09	\$3,329.34	\$3,432.04
Specific Cost per Month		\$52,636.80	\$63,446.62	\$61,385.82	\$59,911.00	\$58,312.78
Aggregate Coverage per Month		\$1,983.34	\$2,022.64	\$2,122.20	\$2,064.56	\$2,483.76
Aggregate Funding Maximum per Month		\$399,602.40	\$483,617.50	\$483,617.50	\$451,384.12	\$458,121.92
Monthly Fixed Cost		\$54,620.14	\$65,469.26	\$63,508.02	\$61,975.56	\$60,796.54
% Increase Fixed Cost Over Current			19.86%	16.27%	13.47%	11.31%
Total Fixed Cost Increase Per Year			\$130,189.44	\$106,654.56	\$88,265.04	\$74,116.80
Aggregate Max Funding Per Year		\$4,795,228.80	\$5,803,410.00	\$5,803,410.00	\$5,416,609.44	\$5,497,463.04
Increase Funding Over Current			\$1,008,181.20	\$1,008,181.20	\$621,380.64	\$702,234.24
% Increase Over Current Agg Funding			21.02%	21.02%	12.96%	14.64%
Specific Advance		No	Yes	Yes	Yes	Yes
No New Laser		No	Yes	Yes	No	Yes
Rate Cap		No	30%	30%	No	50%
Lasers—Incoming			None	None	Pending	Pending
Extra Add-ons		N/A	SmithRx formulary, CancerCare, Phil Group, HealthJoy, BJC	SmithRx formulary, CancerCare, Phil Group, HealthJoy, BJC	N/A	N/A

PARADIGM RE



EMPLOYEE BENEFIT GROUP CAPTIVE CONCEPTUAL OVERVIEW

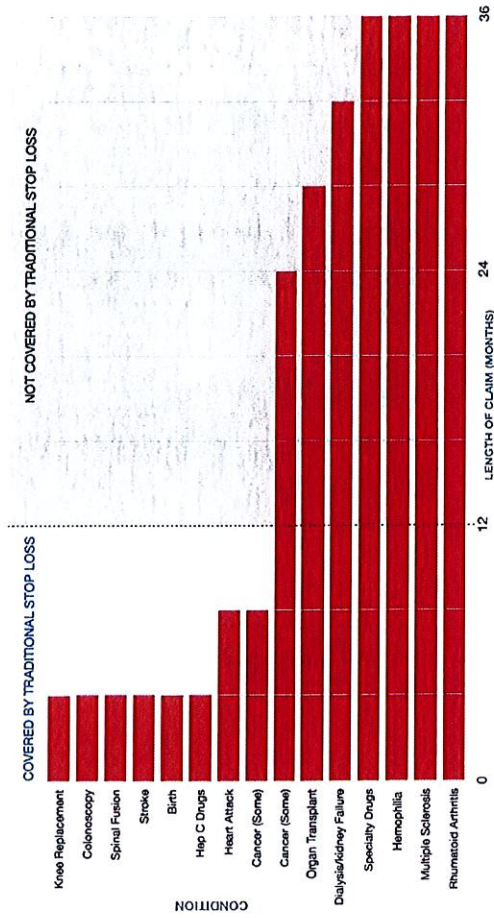
Thank you for your interest in Pareto Captive's Paradigm Re employee benefit group captive program. While this Indication is based on employer-specific numbers, it is not a formal offer to provide insurance or to join a specific captive. Rather, the purpose of the Indication is to explain the basic concepts of the program and its value proposition. If you believe the concept is a good fit for your organization, we are happy to discuss the program in more specificity and provide details regarding implementation.



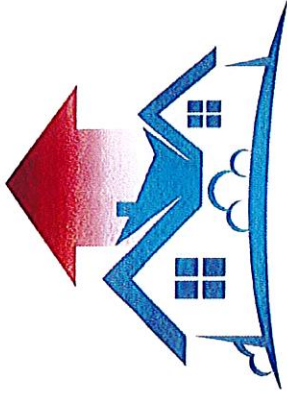
The Duration of Healthcare Claims

In healthcare, there are different types of risk. There are a lot of risks that are "single-year" risks – such as stroke, heart attack, premature births, Hip C, back surgeries, knee and hip replacements. When these events happen, your employee or dependent goes to the hospital or provider, has a procedure and usually don't involve ongoing costs. They typically are a very specific thing that happens and it's done....and you move on.

There are also, however, "multiyear" risks. These include things like cancer, or end stage renal disease, which leads to long-term treatment that can continue for years. For example, hemophilia can be a lifelong affliction. An organ transplant can take more than 12 months for all of the procedures (and, therefore, all of the costs) to occur. Increasingly, there are specialty drugs that are expensive and treatment can last indefinitely.



Traditional Stop Loss

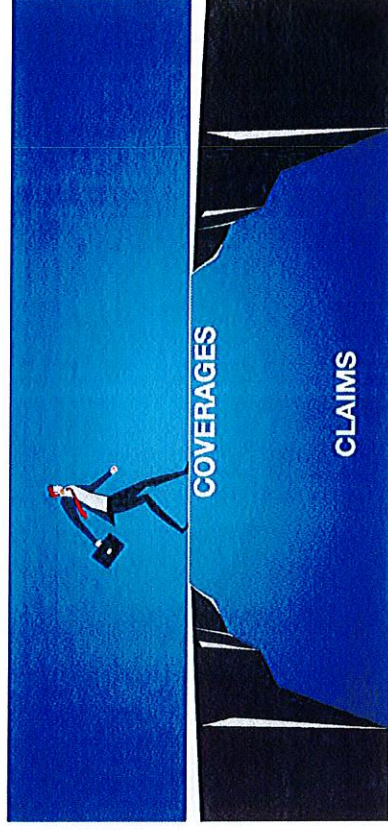


Traditional stop loss will sell you a "no laser" policy, but these policies still allow the stop loss carrier to increase your stop loss premium 40-50% the next year, and they can take away the no laser option after a year – meaning that its only valid for your first renewal. This won't help if you have a claim that is ongoing for more than a year.

Traditional stop loss is great at covering one-year risks. Traditional stop loss improved over the last ten years:

- Advanced funding is much more prevalent, meaning you usually aren't paying out of pocket for the portion of claims above the specific stop loss and later being reimbursed. Instead, the carrier pays their share simultaneously with you.
- The gaps in the policies from stop-loss carriers have decreased so the odds of a stop loss carrier not paying a claim paid by your plan have decreased.

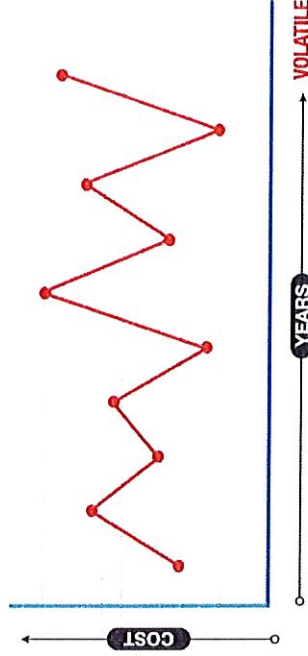
Traditional stop loss doesn't do as good a job at protecting you from the risk of multiyear claims. If there is a known, ongoing claim, the stop loss carrier will often put a donut hole on the claimant and exclude them from coverage (or require a much higher deductible). This donut hole is often called a "laser".



Multiyear Claims Increasing

Multiyear risks are increasing very rapidly. The elimination of the annual and lifetime maximums means that more and more claims are spilling over from one policy period to the next. Specialty Rx claims are absolutely exploding – the number of drugs that we see coming onto the market that are \$50,000, \$100,000 or \$250,000 dollars is astonishing.

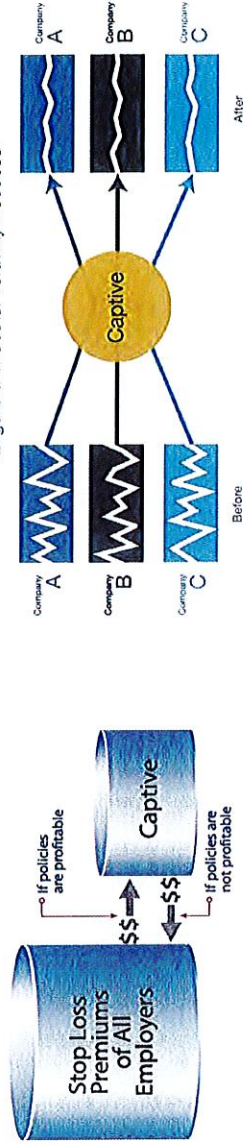
The increasing frequency of these large and ongoing claims means that employers are facing more and more volatility if they are self-insured with traditional stop loss.



The traditional stop loss market has not responded to this trend and does not have a product that protects you from this multiyear risk.

What a Captive Does

The captive reduces volatility by aggregating multiple employers. It does this in two key ways. First, the program does not issue lasers for claims or claimants that appear after you join the program. Second, renewal premium increases are 'banded' into a tighter grouping, meaning that you won't face a 50% renewal increase, as you might in a traditional stop loss program. The pool of employers resembles a group with 5,000 or more employees instead of an employer with 100 employees.

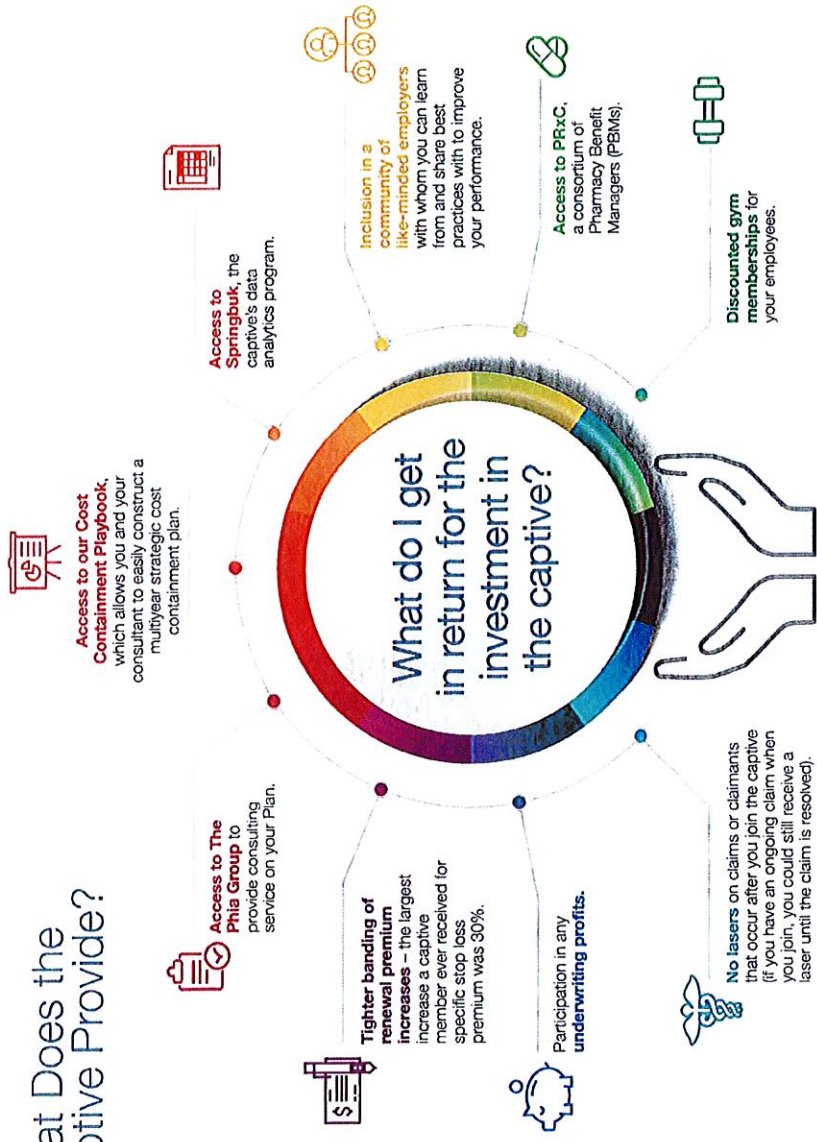


In both a traditional stop loss structure and a captive, you are paying your stop loss premium and paying your own smaller claims. The only economic difference between the traditional stop loss structure and the captive structure is the capital that you pay to join the captive. The capital is an equity investment and is also available to backstop claims, should they exceed premiums collected. It can be returned later if not used.

The capital is normally about 10% of your stop loss premium. You are required to make a contribution in at least the first two policy years. Contributions after the second year are tied to your performance and the captive's performance.

We do not consider the equity contribution to be an expense or part of the cost calculation unless the funds are later used to pay claims. The amounts invested in the captive for each program year are capped (unless your employee count grows and you are required to "top up" your capital).

What Does the Captive Provide?



Access to our Cost Containment Playbook, which allows you and your consultant to easily construct a multiyear strategic cost containment plan.

Access to The Phia Group to provide consulting service on your Plan.

Tighter banding of renewal premium increases – the largest member ever received for specific stop loss premium was 30%.

Participation in any underwriting profits.

No lasers on claims or claimants that occur after you join the captive (if you have an ongoing claim when you join, you could still receive a laser until the claim is resolved).

Access to Springbuk, the captive's data analytics program.

Inclusion in a community of like-minded employers with whom you can learn from and share best practices with to improve your performance.

Access to PRxC, a consortium of Pharmacy Benefit Managers (PBMs).

Discounted gym memberships for your employees.

This is an amazing set of benefits for such a low cost.



Adding a Captive to an Existing Self-Insured Program

Adding a captive to your existing self-insured structure is easy:

- ✓ You keep your TPA.
- ✓ You keep your network.
- ✓ You keep your plan design.
- ✓ You keep your policy type. If you want to change your policy type to something more akin to the 12/18 we typically use, you can, but you don't have to.
- ✓ You keep your specific stop loss deductible where it is – but you may also want to decrease it.

This product is available to really any employer that has over 50 enrolled employees. Implementation is not lengthy or difficult. It can be accomplished just days or weeks before your stop loss policy renews.



Our platform saves clients up to **50%** on their pharmacy spend

This is your customized proposal outlining what the SmithR..
Drug Acquisition Program can do for your organization

P 844.454.0123 | E sales@smithrx.com
A 300 Brannan St, San Francisco, CA 94107

smithrx.com

Group Name	Tazewell County	Total Drugs	470	Eligible Drugs	21
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SmithRx projects a savings of **\$71,530** or **22%** for **Tazewell County** through Connect 360™.

	Potential Savings	Expected Conversion	Projected Savings
Access Plus	\$57,311	60%	\$34,387
Access	\$58,880	SP 40% T 75%	\$34,725
International Sourcing	\$14,576	SP 0% T 75%	\$0
Humira Biosimilar	\$3,225	75%	\$2,419

Connect 360 Program Summaries

Savings could exceed the value above, if we convert more Connect 360 cases than estimated.

Access Plus

Many high-cost specialty medications can be accessed through advocacy foundations and grant programs when a medication is not covered under the pharmacy benefit. SmithRx assists members in navigating and applying to these different programs.

Access

Did you know it's possible to leverage additional savings on brand medications? Our team works with preferred pharmacy partners to capture coupon savings through our Access program. The program allows members to have a low or \$0 copay on prescriptions while also helping employers save on pharmacy benefit costs. In a case where a member does not qualify for Access Plus and the drug is eligible for Access, SmithRx will route the claim to apply the coupon.

International Sourcing

Upon a health plan's request, SmithRx offers the option to connect the plan's members with an independent, third party international sourcing company that can help members obtain select prescription drugs at a lower cost, by mail, from international pharmacies.

Mark Cuban Cost Plus Drugs

Like SmithRx, Mark Cuban Cost Plus Drugs is reinventing the industry by putting transparency and simplicity at the forefront of their business model to lower drug costs. This partnership expands access to more affordable prescription drugs for SmithRx members.

Low Cost Insulin

Say goodbye to pricey insulin. SmithRx transitions members to the lowest cost insulin products on the market. Often, the preferred product is a generic or biosimilar insulin, which offers upfront savings to the health plan instead of having to wait for rebate payments.

Assist

No more pre-shopping for the best price or printing coupons! Your member ID has all the information that your pharmacy needs to find the best deals for you for generic medications at the pharmacy. When the pharmacy submits your claim, the Assist decision engine will find the lowest cost option for members to pay at the pharmacy.

Assist Plus

Going beyond member savings through Assist, health plans also benefit from the Assist Plus savings for generic medications. The Assist Plus decision engine finds the lowest cost option for health plans.

Humira Biosimilars

SmithRx is bringing members with autoimmune diseases a much lower cost alternative. Yusimry, a biosimilar for Humira, is now available to SmithRx members at Mark Cuban Cost Plus drugs at no cost to the member and only \$635 for a box of 2 Yusimry 40mg autoinjector pens.

340B Referral (H2 2023)

In select geographic areas, SmithRx members can obtain expensive medications at a lower cost through the 340B Referral Program. This lowers costs for both health plans and members while generating valuable savings for 340B facilities in the local community.

Access Plus - Medical Pharmacy (H2 2023)

With the rising costs of outpatient infusion medications, SmithRx is partnering with TPAs to reduce drug spend on the medical benefit. SmithRx works with members to qualify for high cost infusion drugs through foundation and grant programs to get the drug shipped to the member's local infusion center or doctor's office for administration.

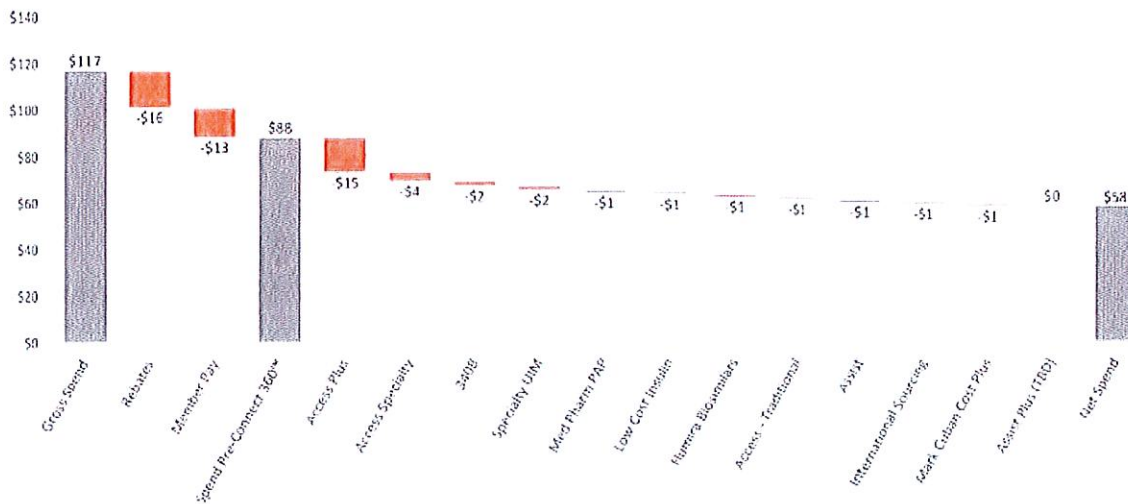
Simple Pricing

SmithRx has a **simple fee structure** for its programs unlike competitors who use complex, multiple page fee structures.

SmithRx Core	SmithRx Connect 360	SmithRx Connect Concierge
Full-Service PBM. Simple, transparent, pass-through. Your Data. No Games	SmithRx Core, with enhanced drug sourcing to minimize net costs.	SmithRx Connect 360 plus enhanced customizations, support, and disease management.
\$6 PMPM	\$6 Core + \$4 Connect 360	Launching 2024

6-7x ROI

A typical group saves \$25-30 PMPM with Connect 360™, equating to a 6-7x return on investment on the \$4 Connect 360™ PMPM program fee. These Savings come from all of our Connect 360™ programs working together to drive down total net cost.



SmithRx Connect Breakouts

Access Plus Savings

	Total Claims	Savings	Conversion
Dupixent	16	\$39,413	60%
Symtuza	7	\$17,898	60%
Grand Total	23	\$57,311	60%

Savings with Expected Conversion 60%: **\$34,387**

Access Savings

		Total Claims	Savings	Average Rebate	Conversion
Dupixent	Specialty	16	\$17,333	\$6,354	40%
Symtuza	Specialty	7	\$7,292	\$429	40%
Rybelsus	Traditional	18	\$5,400	\$7,799	75%
Eliquis DVT/PE Starter Pack	Traditional	9	\$4,797	\$0	75%
Ozempic (1 MG/DOSE)	Traditional	26	\$3,900	\$12,401	75%
Xarelto Starter Pack	Traditional	17	\$3,400	\$0	75%
Jardiance	Traditional	18	\$3,150	\$8,601	75%
Mounjaro	Traditional	17	\$2,550	\$6,804	75%
Trulicity	Traditional	13	\$1,755	\$6,582	75%
Humira	Specialty	5	\$1,667	\$25,492	25%
Ozempic (0.25 or 0.5 MG/DOSE)	Traditional	11	\$1,650	\$4,619	75%
Farxiga	Traditional	8	\$1,400	\$3,782	75%
Linzess	Traditional	9	\$1,080	\$3,196	75%
Trelegy Ellipta	Traditional	5	\$1,000	\$1,561	75%
Brilinta	Traditional	5	\$1,000	\$534	75%
Skyrizi Pen	Specialty	2	\$667	\$7,874	100%
Januvia	Traditional	2	\$300	\$938	75%
Glyxambi	Traditional	1	\$180	\$421	75%
Ozempic (2 MG/DOSE)	Traditional	1	\$150	\$406	75%
Trintellix	Traditional	1	\$110	\$0	75%
Dulera	Traditional	1	\$100	\$297	75%
Grand Total		192	\$58,880	\$98,090	

Savings with Expected Conversion: **\$10,783 Specialty** and **\$23,942 Traditional**

SmithRx Connect Breakouts

Mark Cuban's Cost Plus

Top 25 Drugs

	Total Claims	MCCP Conversion
Escitalopram Oxalate	45	50%
Lisinopril	40	50%
Citalopram Hydrobrom..	40	50%
Azithromycin	37	50%
Albuterol Sulfate	36	50%
Doxycycline Hyclate	27	50%
Montelukast Sodium	22	50%
Budesonide	21	50%
Triamcinolone Acetoni..	20	50%
Fluticasone Propionate	19	50%
Oxybutynin Chloride	14	50%
Benzonatate	14	50%
Simvastatin	13	50%
Folic Acid	12	50%
Diclofenac Sodium	12	50%
Ziprasidone HCl	11	50%
Topiramate	11	50%
Progesterone	11	50%
Benzotropine Mesylate	11	50%
Orphenadrine Citrate E..	10	50%
Furosemide	10	50%
Cyproheptadine HCl	10	50%
Cephalexin	10	50%
Carvedilol	10	50%
Liothyronine Sodium	9	50%
Icosapent Ethyl	9	50%
Grand Total	484	50%

International Sourcing

		Total Claims	Savings	INT Conversions
Humira	Specialty	5	\$3,837	0%
Symtuza	Specialty	7	\$10,739	0%
Grand Total		12	\$14,576	

Savings with Expected Conversion 75%: \$0 Specialty and \$0 Traditional

SmithRx Connect Breakouts

Low Cost Insulin

Drug Name	Total Claims	LCI Conversion
NovoLOG FlexPen	10	75%
Lantus SoloStar	8	75%
Toujeo SoloStar	5	75%
Basaglar KwikPen	5	75%
Toujeo Max SoloStar	4	75%
Grand Total	32	75%

Humira Biosimilar

Drug Name	Total Claims	Savings	Conversion
Humira	5	\$3,225	75%
Grand Total	5	\$3,225	75%

Savings with Expected Conversion 75%: \$2,419

Tip Sheet:

Getting to Know the HealthJoy App

Frequently Asked Questions



What is HealthJoy?

HealthJoy is an employee benefit and healthcare guidance app that helps you make better decisions. The app improves your healthcare experience while helping you save both time and money. HealthJoy is free for you to use and is provided to you by your company. You get on-demand access to online medical consultations (free or for a small fee, depending on your company plan), a team of healthcare concierges, prescription savings review, medical bill advocacy, an employee benefits wallet, help from an artificial intelligence-powered virtual assistant named JOY, and much more.

How do I get started with HealthJoy?

To get started, your company must provide you with access to a HealthJoy account. All you need to do is activate your account by clicking on a unique activation link within a welcome email or SMS text, create a password, download the HealthJoy app, and log in. You can invite family members at this time and send them their own unique activation link. The setup process takes less than 5 minutes.

If you would like for us to resend your activation link, visit:

[GO.HEALTHJOY.COM/ACTIVATENOW](https://go.healthjoy.com/activatenow)



How can I use HealthJoy?

HealthJoy can help you find a doctor or specialist, review your prescription medications to make sure you're not overpaying, and explain your medical bills. Our concierge team can explain your employee benefits and answer common questions. You and your family can also speak with online medical professionals through the app, 24/7. To learn more about what HealthJoy can do, just open the app and ask our AI assistant, JOY, a question. Or, tap "Menu" to explore for yourself.

Who can create a HealthJoy account?

For most company plans, your spouse and dependents under 26 and over 18 are eligible for their own HealthJoy account. You can send them an invite either during the sign-up process or later by chatting with a concierge. To add a family member, select "Chat" from the bottom menu. You'll need to supply their first and last name, email address, and birthday.

How much does it cost?

HealthJoy is a FREE benefit provided by your company. Some services you access through the app, such as online medical consultations, may include a small fee. You can see details in your benefits wallet.

Chat with us today by logging into the
HealthJoy app or call (877) 500-3212



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:

AMENDED **RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve ratification of the Collective Bargaining Agreement between Tazewell County, the Tazewell County Sheriff Co-Employers and Policemen's Benevolent Labor Committee on Behalf of the Control Room Operators; and

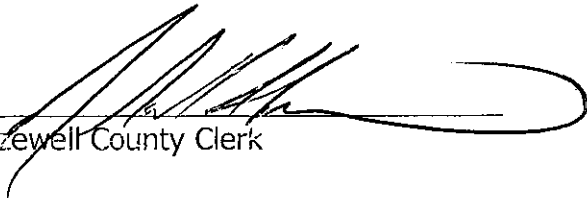
WHEREAS, this Agreement is effective December 1, 2022 to November 30, 2025.

THEREFORE BE IT RESOLVED that the County Board ratifies said agreement.

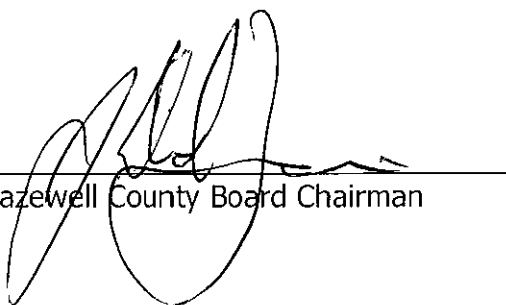
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Tazewell County Sheriff, the Labor Representative of Policemen's Benevolent Labor Committee, Payroll and the Auditor of this action.

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COLLECTIVE BARGAINING AGREEMENT

between

County of Tazewell, a Body Politic, and Tazewell County Sheriff Co-Employers

and

Policemen's Benevolent Labor Committee on

Behalf of the Control Room Operators

December 1, 2022 through November 30, 2025

Section 8 - Steps in Procedure	14
ARTICLE 10 - LABOR MANAGEMENT CONFERENCES	16
Section 1 - Meetings	16
Section 2 - Grievances Not Discussed	17
Section 3 - Notice	17
Section 4 - Employee Not To Be Paid	17
ARTICLE 11 - SENIORITY/ LAYOFFS/ RECALLS	17
Section 1 - Probation	17
Section 2 - Definition of Seniority	18
Section 3 - Loss of Seniority	18
Section 4 - Seniority List	18
Section 5 - Layoffs	18
Section 6 - Recalls	19
Section 7 - Personal Day Selection	19
Section 8 - Days Off and Shift Bidding	19
ARTICLE 12 - LABOR COMMITTEE REPRESENTATIVES	20
Section 1 - Attendance at Union Meetings	20
Section 2 - Union Negotiating Teams	20
ARTICLE 13 - HOURS OF WORK/OVERTIME	21
Section 1 - Workday and Workweek	21
Section 2 - Overtime Pay	21
Section 3 - Compensatory Time Maximum	21
Section 4 - Break Periods	21
Section 5 - Lunch Period	22
Section 6 - Court Appearances	22
Section 7 - Callback	22
Section 8 - Responsibility to Work Overtime	22
Section 9 - Power Shift	223
ARTICLE 14 - VACATIONS	24
Section 1 - Vacation Leave	24
Section 2 - Years of Service	25
Section 3 - Vacation Pay	25
Section 4 - Vacation Carry Over	25
Section 5 - Accrued Vacation Time	25
Section 6 - Vacation Scheduling	26
Section 7 - Vacation Time Use	26
Section 8 - Use of Unaccrued Vacation Time	26
ARTICLE 15 - HOLIDAYS	26
Section 1 - Recognized and Observed Paid Holidays	26
Section 2 - Compensation	27

ARTICLE 16 - PERSONAL DAYS..... 27

ARTICLE 17 - SICK LEAVE 277

 Section 1 - Purpose 27

 Section 2 -Accumulation 28

 Section 3 - Credit Upon Retirement 28

 Section 4 – Notification 28

 Section 5 - Return to Work 28

 Section 6 - Working on Sick Leave 29

 Section 7 - Sick Leave Abuse Sanctions 29

ARTICLE 18 - FUNERAL LEAVE..... 29

ARTICLE 19 - UNPAID LEAVES OF ABSENCE..... 30

 Section 1 - Criteria for Unpaid Leaves 30

 Section 2 - Prohibition Against Misuse of Leaves 31

ARTICLE 20 - INSURANCE 31

 Section 1 - County Contributions 31

 Section 2 - Insurance Committee..... 33

ARTICLE 21 - SAFETY ISSUES 34

 Section 1 - Safety Committee 34

 Section 2 - Safety Complaints 34

ARTICLE 22 - BULLETIN BOARDS..... 34

ARTICLE 23 WAGES 35

 Section 1 - Base Pay Rates 35

 Section 2 - Shift Differential..... 35

 Section 3 - Control Room Lead Operator..... 35

 Section 4 – Uniforms 37

 Section 5 – Field Training Officer..... 38

 Section 6 – Longevity 38

ARTICLE 24 - MISCELLANEOUS PROVISIONS 38

ARTICLE 25 - ENTIRE AGREEMENT/ SAVINGS CLAUSE 39

ARTICLE 26 - DURATION 39

 Section 1 - Term of Agreement 39

 Section 2 - Continuing Effect 39

SIGNATURES..... 400

PREAMBLE

This Agreement is entered into by and between the Tazewell County Board and the Sheriff of Tazewell County (herein referred to as the "Employer") and the Policemen's Benevolent Labor Committee (hereinafter referred to as the "Union").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours, and working conditions.

In consideration of mutual promises, covenants and agreement contained herein, the parties hereto, by their duly authorized representative and/ or agents, do mutually covenant and agree as follows:

ARTICLE 1 **RECOGNITION**

The Employer hereby recognizes the Union as the Sole and Exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other provisions of this Agreement of employment of all operators in the bargaining unit. The bargaining unit shall include:

All control room operators employed by the County of Tazewell and the Tazewell County Sheriff.

Exclusions: All other employees of the Tazewell County Sheriff's Department and any others excluded by the Illinois Public Labor Relations Act. 1984; P.A. 83-1012; 5 ILCS 315/1.

ARTICLE 2
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage all affairs of the Sheriff's Office, as well as those rights set forth in the Illinois Public Labor Relations Act. Such management rights shall include, but are not limited to, the following:

- A. To plan, direct, control and determine all operations and services of the County Sheriff's Office;
- B. To supervise and direct employees;
- C. To establish the qualifications for employment and to decide which applicants will be employed;
- D. To establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- E. To hire, promote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the County Sheriff's Office;
- F. To suspend, demote, discharge and take such other disciplinary action against employees for just cause (probationary employees without cause);
- G. To establish reasonable work and productivity standards and, from time to time, amend such standards;
- H. To lay off employees;
- I. To maintain efficiency of County Sheriff's Office operations and services;

- J. To determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- K. To take whatever action is necessary to comply with all applicable state and federal laws;
- L. To change or eliminate methods, equipment and facilities for the improvement of operations;
- M. To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- N. To contract out for goods and/or services, pursuant to Article IV;
- O. To take whatever action is necessary to carry out the functions of the Tazewell County Sheriff's Office in emergency situations.

As to the meaning of the term "Employer or Employers" in interpreting and/or applying the provisions of this collective bargaining agreement, the provisions of 315/3(0) of 5 ILCS and the Illinois Public Labor Relations Act that the Sheriff and the County Board are joint employers shall be applied.

However, nothing in this collective bargaining agreement shall negate the Illinois Constitutional provisions as to the Office of Sheriff and/or the terms of 5/3-6018 ILCS that the Sheriff is in charge of the internal operations of his office.

ARTICLE 3 **UNION SECURITY**

Section 1 - Membership Dues Checkoff

Upon receipt of written authorization by the employee, submitted on a form provided for by the Labor Committee, the Employer shall deduct from each employee's paycheck such Union membership dues.

Such deduction shall continue until the employee revokes his/her written authorization in the same manner as it was initially given or until the termination date of this Agreement.

The amount of deductions provided for herein shall be remitted to the Labor Committee on a monthly basis, accompanied by a listing of the employee and the specific deduction and amount for each.

Section 2 - Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE 4 **SUBCONTRACTING**

Section 1 - General Policy

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified and available to perform. The Employer reserves the right to contract out any work that it deems necessary in the interest of efficiency, safety, economy, improved work product or in the event of an emergency.

Section 2 - Notice and Discussion

Except in case of an emergency, when the Employer contemplates changing its policy involving the subcontracting of work in the bargaining unit area, and such change would result in the layoff of any bargaining unit employees, the Employer shall notify the Union of the layoff and give the Union the opportunity to discuss it.

ARTICLE 5
NON-DISCRIMINATION

Section 1 - Prohibition Against Discrimination

Both the Employer and the Union agree to refrain from any acts of discrimination in violation of any state or federal law on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/ or beliefs, or other non-merit factors.

Section 2 - Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or Non-membership activity or status.

Section 3 - Use of the Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 6
WORK STOPPAGE

Section 1 - No Strike Clause

The parties acknowledge that this bargaining unit is essential to the operations of the Tazewell County jail.

Section 2 - Strike and Lockout Prohibited

Neither the Union nor any of its operators, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this

Agreement. The Employer shall not lock out any employees in the bargaining unit during the term of this Agreement. Employees shall not refuse to cross any picket lines that may be present on work sites placed there by an organization.

Section 3 - Union Action

Upon notification by the Employer to the Union or its agents that certain of its members are engaged in activity that is in violation of Section 1, Article 6 of this Agreement, the Union shall immediately order such members in writing to return to work. The Union will also provide the Employer with a copy of such order and a responsible official of the Union shall publicly order such workers to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable effective and affirmative action to assure the members return to work as promptly as possible.

Section 4 - Penalties

Any or all employees who have been found to have violated any of the provisions of Article 6 may be discharged or otherwise disciplined by the Employer; such discipline may include loss of unearned compensation, holiday pay and other unearned benefits. In an arbitration proceeding involving a breach of this Article the sole question for the arbitrator to determine is whether the employee engaged in prohibited activity. In addition to the penalties provided herein, the Employer may enforce any other legal rights and remedies to which it may be entitled by law.

ARTICLE 7
PERSONNEL FILES

Section 1 - Inspection

Inspection and use of personnel files shall be in accordance with the Illinois Personal Records Act, 820 ILCS 4011 et seq. 1993.

Section 2 - Union Access

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his or her personnel file subject to the procedures contained in Section 1 of this Article. Personnel files shall not be accessed without the Sheriff or his designee in attendance.

Section 3 – Employee Rights

If an employee disagrees with any information contained in his or her personnel file, the employee may submit a written statement, which will be included in the file.

ARTICLE 8
DISCIPLINE AND DISCHARGE

Section 1 - Definition

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures under this Agreement shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Unpaid Suspension
- D. Demotion
- E. Termination

Other reasonable conditions of employment related to the offense may be imposed after discipline. Any disciplinary action or measure imposed pursuant to this Agreement upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2 - Just Cause

The Employer agrees that disciplinary action for all non-probationary employees shall only be imposed for just cause promptly after the Employer is aware of the event or action giving rise to the discipline and after a reasonable period of time to investigate the matter.

Section 3 - Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline, which is commensurate with the severity of the offense. Offenses, which will require severe discipline shall include but are not, limited to:

- A. Unlawful possession of a controlled substance or alcohol;
- B. Intentional destruction or theft of County property;
- C. Fighting on-the-job;
- D. Appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required.
- E. Commission of any criminal offense or serious traffic offense.

Section 4 - Use of Prior Warnings

Any written warning or suspension of less than two (2) days shall not be considered in imposing disciplinary penalty for a current offense when more than twenty-four (24) months have elapsed from the written warning or suspension of less than two (2) days. Provided however, that an arbitrator or judge reviewing the merits of a suspension, demotion or discharge case shall review the employee's entire personnel file.

Section 5 - Discipline Notification

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the Union of the meeting and

then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents.

ARTICLE 9
DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

A grievance is defined as any unresolved dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 2 - Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his or her immediate supervisor.

The employee shall make his or her complaint to his or her immediate supervisor. The supervisor, with the final approval of the settlement given by the Sheriff, will notify the employee in writing of the decision within ten (10) business days following the day when the complaint was made. A "business day" shall be defined as Monday through Friday, excluding weekends and holidays. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his/her assigned work task, and complain later.

Section 3 - Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article.

Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employed is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 4 - Subject Matter

A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signatures of the grieving employee(s) and a local PBLC representative, and the date.

Section 5 – Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 2; however, in no case shall the time between Step 2 and Step 3 exceed forty-five (45) days. Time limits may be extended by mutual agreement.

Section 6 - Investigation

Insofar as practicable, grievances shall be investigated during off-duty hours. In those instances where it is necessary for the Union representative or any other bargaining unit employee to participate in an investigation of a grievance during working hours, permission must be obtained from the Sheriff or a person designated by him; such permission shall not be unreasonably denied, and the investigation must be conducted in such a manner as to not interfere with the normal operation of the Sheriff's Department.

Section 7 - Grievance Meetings

Grievance meetings will be scheduled so as to minimize interference with the operation of the Sheriff's Department. With the permission of the Sheriff, one (1) employee (the grievant or the Union representative) may be excused from work with pay to participate in a Step 1, Step 2, or Step 3 grievance meeting. Employee(s) shall only be excused for the amount of time reasonably required to present the grievance. Employee(s) shall not be paid for any time during which a grievance meeting occurs outside the employee's work shift. In the event of a grievance, the employee(s) shall first perform his/her assigned work task and file his/her grievance later.

Section 8 - Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1. If no agreement is reached between the employee and the Supervisor, as provided for in Section 2 - Dispute Resolution, the grievant may prepare a written grievance on a form mutually agreed to (see Grievance Form Appendix) and present the same to the Jail Superintendent which shall not be more than fifteen (15) business days from the date the grievant knew or should have known of the event or occurrence giving rise to the grievance regardless of the limitation periods provided for in Section 2. The Jail Superintendent will respond to the Union rep or the employee in writing within five (5) business days.

Step 2. If no agreement is reached between the employee and the Jail Administrator, the grievant may forward the grievance to the Sheriff within fifteen (15) business days from the date of the receipt of the Step 2 response. The Sheriff will respond to the Labor Council Rep or the employee in

writing within five (5) business days and indicate whether the Sheriff or his designee will hear the grievance (all management rights issues), or the Tazewell County Administrator will hear the grievance (all financial issues.) A hearing will then be conducted within fifteen (15) business days after receipt of the Sheriffs directional decision. A written decision will be issued to the grievant and the Labor Council (and the Sheriff when heard by the County Administrator) within five (5) business days after the hearing date.

Step 3. If the dispute is not settled at Step 2, the matter may be submitted to arbitration by the Union. A panel of arbitrators shall be submitted by the Union to the Illinois State Labor Relations Board. Each party has the right to reject one list in its entirety and the striking order shall be determined by a toss of the coin.

The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Pekin, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and or documents. Each party shall bear the expense of its witness.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of the arbitrator and all costs associated with the arbitration, including the cost of the hearing room and transcript, shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE 10 **LABOR MANAGEMENT CONFERENCES**

Section 1 - Meetings

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings shall not be scheduled more frequently than one each quarter, except by mutual agreement. The party requesting a "Labor-Management Conference" shall make the request in writing to the other party and provide the agenda for such meeting. If the employee is assigned to attend any such "Labor-Management Conference" by the Sheriff, expenses associated with such assignment shall be paid in accordance with Tazewell County travel policy. Such meetings and locations shall be limited to:

- A. Discussion on the implementation and general administration of this Agreement;
- B. A sharing of general information of interest to the parties; and

- C. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer, which may affect employees.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement.

Section 2 - Grievances Not Discussed

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered as "Labor-Management Conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3 - Notice

When absence from work is required to attend "Labor-Management Conferences," Union members shall, before leaving their work station, give reasonable notice to and receive approval from, the Sheriff or his designee.

Section 4 - Employee Not To Be Paid

It is expressly understood and agreed that the employee shall not be paid for attending any "Labor-Management" meeting referred to in this Article, unless such pay is approved by the Sheriff.

ARTICLE 11 **SENIORITY/ LAYOFFS/ RECALLS**

Section 1 - Probation

All employees shall serve a probationary period of twelve (12) months from date of hire. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon the completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire.

Section 2 - Definition of Seniority

Seniority is defined as the employee's length of continuous full-time service with the Employer since the employee's last date of hire as a control room operator.

Section 3 - Loss of Seniority

Seniority and the employment relationship shall be terminated if an employee:

- A. Quits;
- B. Is discharged;
- C. Is absent from work three (3) consecutive days without notification to or approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- D. Is laid off for more than two (2) years or fails to report to work within fourteen (14) calendar days after having been recalled from layoff;
- E. Fails to report for work at the termination of a leave of absence;
- F. If an employee is on leave of absence for personal or health reasons and accepts other employment without permission, or if an employee is absent due to an off-the-job illness or injury and is absent for a period of eighteen (18) months or longer; or
- G. If he or she is retired.

Section 4 - Seniority List

The Employer shall post and supply to the Union an updated seniority list for bargaining unit employees every six (6) months.

Section 5 - Layoffs

When the Employer determines that layoffs are necessary, the Employer shall bargain the impact of the layoff with the Union. The Employer shall provide the Union with a thirty (30) day notice prior to any layoff.

Section 6 - Recalls

Employees shall retain recall rights for two (2) years. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights who have held the classification previously shall be recalled in reverse order of layoff by job classification.

Employees who are eligible for recall shall be given three (3) calendar days' notice of recall by registered or certified mail sent to the employee's last known address. It is the responsibility of the employee on layoff to provide the Employer with his latest mailing address. The employee must notify the Employer within three (3) days after receipt of the notice whether the employee will accept recall. Once accepted, the employee shall report within ten (10) working days after notification to the Sheriff or forfeit all rights to recall.

An employee's seniority shall be suspended while laid off from the department. All service earned prior to being laid off will be reinstated upon recall.

Section 7 - Personal Day Selection

Requests for personal days for the fiscal year may be submitted anytime after December 1st. Personal days will be awarded on a "first come first served" basis. Personal day requests submitted to the Sheriff or his designee at the same time will be resolved in favor of the senior employee.

Section 8 - Days Off and Shift Bidding

Control Room Operators shall be allowed to select regular days off and shifts by seniority. The Sheriff or his designee shall post a list of available days off and shifts no later than twenty (20) working days prior to the effective date. The effective dates for implementing shall be December 1st and June 1st of each year during the term of this Agreement. The bidding process shall be completed no less than five (5) days before the effective date for implementing same, and

the effected Operators will be assigned the requested days off. In the event of same day requests, seniority shall be the determining factor.

In the event of transfer as determined by the Sheriff from one shift to another, the affected Operator shall be required to take the days off of the Operator replaced until bidding occurs as provided for herein above. In the event of adding personnel to a shift, the days off will be determined by the Sheriff until the next bidding process occurs, as long as the assigned days off of those previously assigned shall not be disturbed.

ARTICLE 12 **LABOR COMMITTEE REPRESENTATIVES**

Section 1 - Attendance at Union Meetings

Subject to the need for orderly scheduling, manpower requirements and emergencies, the Sheriff may permit elected officials of the Board of Directors of the Union reasonable time off to attend general, board or special meetings of the Union, provided that at least seventy-two (72) hours' notice of such meetings shall be given in writing to the Sheriff, such notice may be less than seventy-two (72) hours by mutual agreement. The names of all such officials and operators shall be certified in writing to the Sheriff.

Section 2 - Union Negotiating Teams

Members designated as being on the Union Negotiating Team, who are scheduled to work on a day on which negotiations will occur, may, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay with the permission of the Sheriff; such permission shall not be unreasonably denied. If a designated Union Negotiating Team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 13
HOURS OF WORK/OVERTIME

Section 1 - Workday and Workweek

All time in excess of the hours worked in a regular work day, eight (8) hours, or the regular week, forty (40) hours (Sunday through Saturday), shall be compensated as provided for in Section 2 of this Article.

Section 2 - Overtime Pay

A regular shift consists of eight (8) hours. A regular workweek consists of forty (40) hours.

Employees shall be paid one and one-half (1½) times their rate for all hours actively worked in excess of eight (8) hours in a day and forty (40) hours in a week. Sick leave shall be considered time worked for overtime calculation purposes.

Pay for overtime work shall be rounded off to the nearest quarter (1/4) hour. Compensatory time to a cap of forty (40) hours per fiscal year may be taken by an employee in lieu of compensation for overtime hours worked, at the election of the employee; however, the Sheriff has discretion to allow more than forty (40) hours in a fiscal year. Compensatory time for overtime shall be calculated at the rate of one and one-half (1½) hours for each hour worked.

Section 3 - Compensatory Time Maximum

No employee shall carry over more than sixteen (16) hours of compensatory time into the next fiscal year change from November, 2011 to December, 2011 and will be compensated at the Operator's adjusted hourly rate.

Section 4 - Break Periods

Break or rest periods of fifteen (15) minutes may be taken near the middle of each half of the work shift unless unusual working situations prevent a break being taken.

Section 5 - Lunch Period

Paid lunch time shall be thirty (30) minutes taken at the middle of the work shift, except on those occasions when the supervisor requests an alteration of this time due to unusual working situations, but under no circumstances shall an employee work an entire shift without a lunch period.

Section 6 - Court Appearances

Employees covered by this Agreement required to attend court outside their regularly scheduled work hours for duty-related matters shall be compensated at the overtime rate with a minimum of two (2) hours, unless it immediately precedes or follows a regularly scheduled shift.

Section 7 - Callback

A callback is defined as an official assignment of work, which does not continuously precede or follow an operator's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for actual time worked, whichever is greater, at the overtime rate.

Section 8 - Responsibility to Work Overtime

The Union and its employee members acknowledge that bargaining unit work, by law, must be performed twenty-four (24) hours a day, three hundred sixty-five (365) days per year. The Union and its members recognize that overtime is a necessity because of the nature of bargaining unit work and the limited number of available personnel. Employees shall not be forced to work any more than twelve (12) hours in a twenty-four (24) hour period. Employees who are forced to continue performing his/her duties after his/her regularly scheduled eight hour shift shall be paid time and a half for all hours worked.

The Employer shall maintain a list of employees on a forceback list. Such list shall consist of all full-time employees and those part-time employees who choose to be on the list. Once an employee has been forced, he/ she shall move to the bottom of the forceback list.

Section 9 – Power Shift

A “Power Shift” is defined as any combination of the first (1st), second (2nd), and/or third (3rd) shifts worked by an employee, where the employee works for a period of eight (8) consecutive hours consisting of either:

- (i) the last four (4) hours of the shift immediately preceding the employee’s regularly assigned/scheduled shift and the first four (4) hours of the employee’s regularly assigned/scheduled shift, or;
- (ii) the last four (4) hours of the employee’s regularly assigned/scheduled shift and the first four (4) hours of the shift immediately following the employee’s regularly assigned/scheduled shift.

By way of example, an employee who is regularly assigned/scheduled to work Second (2nd) Shift, may at times be allowed to work a Power Shift consisting of the last four (4) hours of Second Shift and the first (4) hours of Third Shift, or the last four (4) hours of First Shift and the first four (4) hours of Second Shift. The employee shall be paid at his/her regular hourly rate for any eight (8) hour Power Shift worked by the employee.

Power Shifts may be utilized when there is a staffing shortage on any scheduled shift. For purposes of this Section, a staffing shortage is defined as the absence of one or more Control Room Operator employees who is/are regularly scheduled to work the first, second, or third shift on a particular date (regardless of the reason for the absence). To address any staffing shortages which may arise from time to time, the Jail Superintendent or Deputy Jail Superintendent may decide, on his/her own, to utilize a Power Shift, or, alternatively, any employee may make a request to the Jail Superintendent or Deputy Jail Superintendent for the utilization of a Power Shift. The decision

of whether or not to utilize and schedule a Power Shift on any particular date shall at all times be at the sole discretion of the Jail Superintendent or Deputy Jail Superintendent.

If the Jail Superintendent or Deputy Jail Superintendent decide to utilize a Power Shift, the Jail Command Staff shall post a calendar of available Power Shift dates. Employees must sign-up to work a designated Power Shift at least twenty-four (24) hours prior to the start of said Power Shift.

Once an employee has worked the eight (8) hour period of any scheduled and approved Power Shift, the employee may cease work, log-out and leave the Jail facility. During any period in which Power Shifts are being scheduled and used, the Control Room may be staffed and operated with only one (1) employee at a time, and the Employer shall not be required to call-out overtime or force any employees to work overtime during any periods of time when Power Shifts are being scheduled and used, provided that any employee working alone in the Control Room during such periods is allowed to take any contractual or statutorily required breaks.

In the event that an employee elects or is forced to work any unplanned overtime due to operational needs or requirements, whether of an emergency or non-emergency nature, after the employee has finished working an eight (8) hour Power shift, then the employee shall be paid at one and one-half (1-1/2) times his/her regular hourly rate of pay for all hours worked in excess of eight (8) hours per day as required by Section 8 of this Article 13.

ARTICLE 14 **VACATIONS**

Section 1 - Vacation Leave

All full-time employees in the bargaining unit shall earn paid vacation leave according to the following schedule:

- A. Five (5) working days after six (6) months of service.

- B. Ten (10) working days after one (1) year of service.
- C. Fifteen (15) working days after five (5) years of service.
- D. Twenty (20) working days after ten (10) years of service.
- E. Twenty-five (25) working days after eighteen (18) years of service.

All part-time employees in the bargaining unit shall receive ten (10) days of unpaid vacation each fiscal year.

Section 2 - Years of Service

For the purposes of Section 1 only, “years of service” shall mean the length of time an employee has been employed by Tazewell County in full-time position.

Section 3 - Vacation Pay

All vacation leave will be paid at the Operators regular hourly-adjusted base rate plus shift differential.

Section 4 - Vacation Carry Over

Employees may carry over from one fiscal year to another two (2) weeks of vacation time. If an employee fails to use vacation earned during the fiscal year in excess of the maximum permitted carry over, he/she shall lose the same.

Notwithstanding the foregoing, if the Employer unreasonably denies a vacation request, then the employee will be entitled to carry over the vacation requested into the following fiscal year for use. No employee may sell back unused vacation at the end of the year.

Section 5 - Accrued Vacation Time

Employees who quit, or resign from the department shall receive all accrued vacation time earned as of their date of resignation or retirement.

No employee shall be eligible to receive any benefits under this Section if he quits, resigns, or retires from the employment of the Employer without giving two (2) weeks’ notice in writing of his intention to resign or retire.

Section 6 - Vacation Scheduling

Vacation requests made between December 1st and January 31st will be approved on the basis of seniority. Only two (2) weeks of vacation time will be subject to seniority in the approval process for bumping purposes.

Any vacation time off requested after January 31st, will be subject to availability only and seniority will not apply.

Vacation schedules may be adjusted by the Sheriff to accommodate seasonal operations, emergencies, or work assignments.

Section 7 - Vacation Time Use

The employees shall be allowed to utilize vacation time in not less than one (1) day increments.

Section 8 - Use of Unaccrued Vacation Time

Employees may borrow (schedule and utilize) up to two (2) weeks of vacation time, but not more than they would accrue during a fiscal year, prior to accrual of the time. All vacation time used under this section must be borrowed within the fiscal year it will be accrued.

Employees borrowing vacation time under this section may not schedule additional vacation time until their vacation balance has accrued back to zero. Employees may borrow vacation time no more than two (2) times per fiscal year.

ARTICLE 15
HOLIDAYS

Section 1 - Recognized and Observed Paid Holidays

The following days shall be recognized and observed as paid holidays for all full-time employees:

New Year's Day
President's Day

Veteran's Day (Nov. 11)
Thanksgiving Day

Easter Sunday
Memorial Day
July 4th
Labor Day

Day after Thanksgiving
Christmas Eve
Christmas Day

Section 2 - Compensation

Full-time and part-time Operators who work on a holiday, as defined in Section 1, shall receive, in addition to their regular pay, double time (2 times) their hourly adjusted base rate of pay for each hour worked on the holiday.

Full-time Operators who do not work on a holiday, as defined in Section 1, shall receive eight (8) hours holiday pay at their hourly adjusted base rate of pay.

Part-time Operators who do not work on a holiday, as defined in Section 1, shall not receive any holiday pay.

ARTICLE 16
PERSONAL DAYS

Each year three (3) days with full pay may be used by non-probationary full-time employees for personal leave for the purpose of attending to personal, legal, household or family matters that require absence during working hours. During the first year of employment, newly hired employees shall have a pro rata share of personal days based on the date of hire. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the Sheriff, at least two (2) working days in advance of the day to be taken. Employees shall not be allowed to carry over personal days to the following fiscal year.

ARTICLE 17
SICK LEAVE

Section 1 - Purpose

For the purposes of this Article, "Sick Leave" may be used for illness, disability or injury of the employee or an employee's immediate family (immediate family defined in this section as

spouse or children); non-job-related injury for which the employee is under a doctor's care; or quarantined because of communicable disease in the family of the employee.

Section 2 -Accumulation

- A. All full-time employees covered under this Agreement will accrue sick days at the rate of one (1) day per month. Sick leave shall be taken in not less than two (2) hour increments.
- B. Sick leave may be accumulated to one hundred eight (180) days maximum.

Section 3 - Credit Upon Retirement

Upon retirement from the Sheriff's Department, an employee may apply all accrued sick leave toward retirement in accordance with Public Act 84-812. Also, the Employer will allow the employee to accrue up to two hundred and forty (240) days of sick leave to be used in accordance with this Section only.

Section 4 – Notification

Except in cases of emergencies, the employee will notify the supervisor or designee at least two (2) hours in advance of the start of the shift for which sick leave is being requested.

Section 5 - Return to Work

- A. If an employee is absent from work because of illness, or a non-job related accident for three (3) or more days, upon the employee's return to work such employee shall be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits if sick leave abuse is suspected. Such certificate shall be obtained at the expense of the employee. If it is necessary for the protection of public health and safety, the Employer may require the employee to be examined by a licensed physician before returning to work at the expense of the Employer.

- B. If an employee is absent from work because of illness and claims sick leave under this Article, either the day before or after his vacation, holiday or days off, on more than two (2) occasions annually, the employee may be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits. Such certificate shall be obtained at the expense of the employee. The Sheriff may require a physician of his choosing to examine the employee at the expense of the County of Tazewell for the sole purpose of determining if the employee was/is fit for duty.

Section 6 - Working on Sick Leave

Employees taking an authorized sick leave are prohibited from working any outside employment during those days absent from the department.

Section 7 - Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, “abuse” of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken.

“Abuse” of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

ARTICLE 18 **FUNERAL LEAVE**

If death occurs in the immediate family of a full-time employee, three (3) days leave will be allowed that employee at full pay. Such days will not be charged to vacation, sick leave or personal days.

For purposes of this Section, "immediate family" is defined as the spouse, son, daughter, (including step or adopted), brother, sister, mother, father, mother-in-law, father-in-law, and grandparents of the employee, or a person who is a party to a valid cohabitation agreement with the employee and their children.

In the event that there is a death to a family member other than enumerated above, the use of comp-time or vacation days will be permitted as provided for in this Agreement.

If the member of the immediate family as defined above resides out of state, the use of earned comp-time or vacation days may be used to supplement the provisions above as provided for in this Agreement.

Evidence satisfactory to the Sheriff may be requested as to the death and relationship to the employee, if abuse is suspected.

ARTICLE 19 **UNPAID LEAVES OF ABSENCE**

Section 1 - Criteria for Unpaid Leaves

Leaves of absence without pay may be granted for health, educational, personal, or military reserve purposes. Leaves of absence may only be granted by the Sheriff in his sole discretion, who must immediately notify the County Administrator and the Payroll Department. Leaves may be granted with the following understanding between the Sheriff and the employees:

- A. Whether the position is held open is a determination to be made by the Sheriff. In cases where the position is held open, the position may be filled with a temporary employee. In cases where the position is not held open, employees on leave wishing to return will be considered for the first position open of like pay and classification.
- B. During the leave of absence, an employee does not accrue credit for benefits.

Both evaluation dates and benefit dates are adjusted to reflect the time off during the leave of absence.

Section 2 - Prohibition Against Misuse of Leaves

Any leaves granted pursuant to the terms under Article 19 shall not be used for the purpose of securing other employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Sheriff. Violation of the provisions contained within this Agreement may subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

ARTICLE 20
INSURANCE

Section 1 - County Contributions

All bargaining unit employees will be offered the County's group insurance program at the time of employment. If the employee elects and qualifies, premium payments will be made through payroll deductions. Tazewell County's monthly insurance premiums effective fiscal year 2011 are as follows:

- A. Premiums for dependent coverage are in addition to any applicable single health premiums.
- B. Employee Health - Total monthly premium is \$646.00. County pays \$519.00 and employee pays \$126.50.
- C. Medical Reimbursement - Total monthly premium is \$392.00. County pays \$360.00 and employee pays \$32.00.
- D. Family Medical Reimbursement - Total monthly premium is \$232.00. County pays \$200.00 and employee pays \$32.00.

- E. Maxi Care - Total monthly premium is \$456.00. County pays \$407.50 and employee pays \$48.50.
- F. Maxi Care Dependent - Total monthly premium is \$459.00. County pays \$222.50 and employee pays \$263.50.
- G. Dependent Health No Spouse - Total monthly premium is \$449.00. County pays \$257.50 and employee pays \$191.50.
- H. Full Dependent Health - Total monthly premium is \$562.00. County pays \$311.00 and employee pays \$251.00
- I. Medicare - Total monthly premium is \$211.00. Employee pays this premium.
- J. Dependent Medicare - Total monthly premium is \$211.00. Employee pays this premium.
- K. Term life insurance with face value of \$25,000.00 - Total monthly premium is \$4.63. County pays this premium.
- L. Dental - Total monthly premium is \$20.00. County pays this premium.
- M. Dependent dental - Total monthly premium is \$47.00. County pays \$7.00 and employee pays \$40.00.
- N. Employee Optical - Total monthly premium is \$12.50. County pays this premium.
- O. All premium increases will be shared equally between the County and the employee.

In the event the Employer wishes to change carriers and maintain the same level of benefits, a representative of the local Union will be invited to participate in discussion.

Section 2 - Insurance Committee

A. Cost Review: The County and this bargaining unit agree to participate in an insurance committee established countywide to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the County Board for changes in health care coverage that will reduce or minimize increases in health care premiums. One representative from the P.B.L.C. Control Room bargaining unit, along with an equal number of management representatives and other County bargaining unit representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds majority of those representatives identified in this section. All changes are subject to approval of the County Board. Any savings generated by plan changes different than those that exist upon execution of this Agreement result in a decrease in premium costs shall be passed directly to the dependent premium increases in the first and second year of this Agreement and thereafter all reductions resulting from changes in health care coverage which result in a premium savings shall be passed along proportionately to the employee and dependent coverage premiums.

B. Benefit Denial Review: The Insurance Committee may also review disputed claims of employees prior to appealing to the Plan Administrator. The review shall be initiated and completed within the time limits prescribed for review under the Health Insurance Plan and this Committee shall only have the authority and power to recommend to the Plan Administrator the disposition of any disputed claim under the Plan benefits. The Plan Administrator's decision shall be final and non-grievable notwithstanding any other provisions contained herein.

ARTICLE 21
SAFETY ISSUES

Section 1 - Safety Committee

There shall be a Safety Committee comprised of not more than three (3) operators, one (1) on each shift; members of the Committee will be agreed to by the Union and the Sheriff. The Safety Committee and the Sheriff, or his designee, will meet to discuss safety issues at such times as is deemed necessary, provided that two (2) weeks' notice is given by the party asking for the meeting and the reasons for such meeting shall be given to the other party in writing.

Section 2 - Safety Complaints

Complaints regarding the safety of a piece of equipment shall be brought to the attention of the Jail Superintendent. If the defect in the equipment constitutes a hazard to the Operator required to operate or use such equipment and the complaining Operator is not satisfied with the action taken by the Jail Superintendent, he may take the complaint to the Sheriff; however, the complaining Operator shall abide by the Jail Superintendent's decision until such time as the dispute can reasonably be brought to the attention of the Sheriff. The Sheriff will resolve the dispute between the Jail Superintendent and the complaining Control Room Operator.

The Sheriff shall take all reasonable steps to assure that all equipment necessary to the on duty is in safe working condition.

ARTICLE 22
BULLETIN BOARDS

The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union.

ARTICLE 23
WAGES

Section 1 - Base Pay Rates

Effective as of 12-1-22, the Base Pay Rate for all current employees shall be increased to \$18.00 per hour, and thereafter all current employees shall receive a percentage wage increase to their Base Pay Rate as follows:

A.	Effective December 1, 2022	5.0%
B.	Effective December 1, 2023	4.0%
C.	Effective December 1, 2024	4.0%
D.	Effective December 1, 2025	3.5%

All full-time and part-time employees employed at the time of ratification of this Contract, and any employee who retired during the term of this Agreement, shall receive retro pay for all hours worked, at the appropriate hourly wage.

Section 2 - Shift Differential

Operators assigned to second (2nd) shift or a Power Shift shall receive an additional fifty cents (\$0.50) per hour to be added to their adjusted base pay. Operators assigned to the third (3rd) shift will receive sixty cents (\$0.60) per hour to be added to their adjusted base pay. Power Shift is defined in Article 13, Section 9, of this Agreement. When an operator is assigned to second (2nd), third (3rd), or a Power Shift, such operator shall receive the additional pay only for the hours worked on second (2nd) or third (3rd) shift.

Section 3 - Control Room Lead Operator

The Sheriff or his designee may appoint one member of the Bargaining Unit to the position of Control Room Lead Operator. Said appointment, when made, will be made solely at the discretion of the Sheriff or his designee and may be assigned or withdrawn at any time.

The Control Room Lead Operator will be responsible for the following:

- A. Recommending the work schedule and the distribution of overtime to the appropriate supervisor.
- B. Assist with coordinating training requirements of the bargaining unit members schedule all new employee orientation, other departmental training and schedules. The scheduling and training and filling of shifts necessary to accommodate such training shall be jointly agreed upon by the employee(s) and the Lead Operator and scheduled in such a manner as to bring minimal disruption to the Control Room. It is recognized that by the parties that the facilitation of scheduling and training is of a mutual benefit to both the employee and the Employer and that both parties bear responsibility for ensuring that such activities occur.

It is understood by the parties that the purpose of assigning a bargaining unit member as the Lead Control Room Operator is to facilitate the day to day activities and to ensure the safe and effective operation of the Control Room. To achieve this goal, the Lead Control Room Operator shall work with the Sheriff or his designee and may be assigned additional duties from time to time but shall not have the authority to issue any form of discipline.

A bargaining unit member assigned these duties will receive an additional \$1.00 (one dollar) per hour added to their adjusted base pay beginning the first pay period after ratification of this Agreement.

The Employee appointed to this position shall not receive preferential treatment concerning the scheduling of shifts as defined in Article 11, Section 8 of this Agreement and shall be subject to the overtime provisions consistent with the other bargaining unit employees. The employee will select their shift on the basis of seniority.

The Employer will not require the employee to bid on a particular shift.

Section 4 – Uniforms

The uniform required to be worn by all Control Room Operator employees in the Sheriff's Office while on-duty within the jail shall consist of the following:

- a) A grey polo shirt, long or short sleeve, embroidered with the Tazewell County Sheriff's badge emblem (which shirt shall be neatly tucked into the pants at all times);
- b) A pair of black pants, dress casual in style. Denim, fleece, flannel, pajama, spandex, yoga, elastic waistband, and/or drawstring waistband pants are prohibited at all times, as are any type of leggings or shorts.
- c) A black belt;
- d) Black socks;
- e) Black shoes (sandals, flip-flop, or open toe shoes of any kind are prohibited); and
- f) A grey or black quarter-zip fleece pullover, embroidered with the Tazewell County Sheriff's badge emblem, may be worn at the option of the Control Room Operator employee.

The uniform clothing items described above shall at all times be kept in a neat, clean, and professional appearance, and no torn, frayed, faded, worn-out, dirty, or soiled uniform clothing may be worn at any time.

Following the date on which this Agreement is ratified by the Union and bargaining unit, Employer shall provide one (1) short sleeve shirt and one (1) quarter-zip fleece pullover to all current full-time and part-time employees. Employer shall also provide one (1) short sleeve shirt and one (1) quarter-zip fleece pullover to all employees who are newly hired after the date this Agreement is ratified. Thereafter, all full-time employees shall receive an annual uniform allowance of \$400.00 (Four Hundred Dollars) and all part-time employees shall receive an annual

uniform allowance of \$200.00 (Two Hundred Dollars), said allowance to be paid in one installment in the first pay period in December of the fiscal year beginning in the fiscal year 202.

Section 5 – Field Training Officer

Control Room Operators designated as Field Training Officers shall receive an additional three dollars (\$3.00) per hour for all hours worked while engaged in training new Control Room Operators as requested and with prior approval by the Sheriff.

Section 6 – Longevity

Effective on 12-1-22, all full-time and part-time employees shall receive a two percent (2%) longevity increase added to the Base Pay Rate for each full year of service, beginning after the first (1st) full year of service and continuing for each full year of service thereafter up to and including twenty (20) years of service. Thereafter, Employees shall receive a two percent (2%) longevity increase added to the Base Pay Rate after the Employee has reached twenty-five (25) full years of service and thirty (30) full years of service. Employees who have exceeded thirty (30) full years of service shall no longer earn, and shall not receive, any additional longevity increases beyond thirty (30) years of service.

Attached hereto as Appendix A is a Wage Table showing the Base Wage Rates and Longevity as set forth in Sections 1 and 6 of this Article 23 of the 2022-2025 Collective Bargaining Agreement.

ARTICLE 24
MISCELLANEOUS PROVISIONS

The Employer shall be responsible for the printing of necessary copies of this Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The Employer shall distribute one (1) copy to each bargaining unit employee covered by this Agreement, and

shall also provide each new bargaining unit employee, regardless of Union membership or status, upon employment.

ARTICLE 25
ENTIRE AGREEMENT/ SAVINGS CLAUSE

If any Article or Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if any compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 26
DURATION

Section 1 Term of Agreement

This Agreement shall be effective from December 1, 2022 and shall remain in full force and effect until November 30, 2025. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

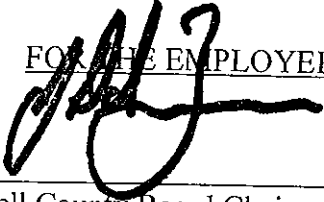
Section 2 - Continuing Effect

Notwithstanding any provision of this Article of Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between the parties.

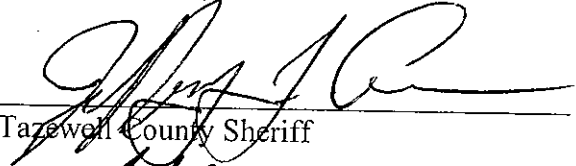
SIGNATURES

In witness whereof, the parties hereto have set their hands this 30th day of November, 2023.

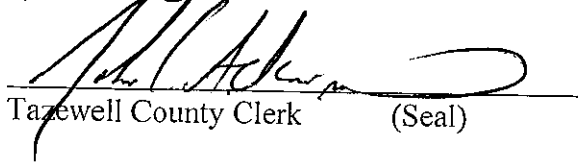
FOR THE EMPLOYER



Tazewell County Board Chairman

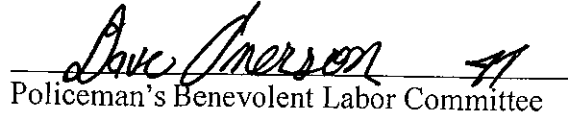


Tazewell County Sheriff



Tazewell County Clerk (Seal)

FOR THE UNION



Policeman's Benevolent Labor Committee



Tazewell County P.B.L.C.

Tazewell County P.B.L.C.

Tazewell County P.B.L.C.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Consolidated Omnibus Reconciliation Budget Act (COBRA) requires employers with twenty or more employees to offer continued coverage in their group health plans to certain former employees, retirees, spouses and dependent children; and

WHEREAS, the COBRA rates established and published for FY24 are as follows:

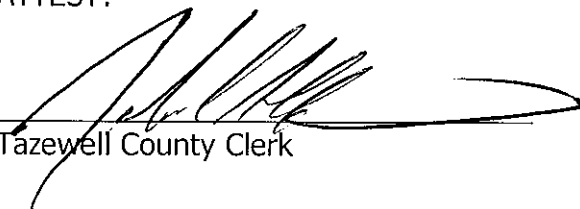
	<u>Medical/RX</u>	<u>Dental</u>	<u>Vision</u>
Employee Only	\$1,160.48	\$35.97	\$12.75
Employee and spouse	\$2,296.93	\$126.15	\$12.75 – employee only
Employee and children	\$2,068.27	\$126.15	\$12.75 – employee only
Employee and Family	\$2,296.93	\$126.15	\$12.75 – employee only

The effective date for premium change will be December 01, 2023.

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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the change in the amount of funds an employee may contribute to the Flexible Spending Arrangement for medical expenses; and


WHEREAS, the amount will be increased from \$3,050.00 to \$3,200.00.

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

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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

HR-23-24

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

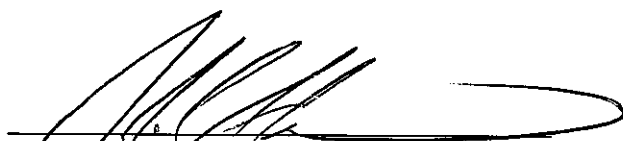
WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the amended service agreement with our current FSA provider, Employee Benefits Corporation, to administer the 2024 Health Savings Account (HSA) on the County's behalf.

THEREFORE BE IT RESOLVED the County Board approves the recommendation for Employee Benefits Corporation to administer the County's 2024 HSA Plan and authorizes the County Board Chairman to execute the amendment with Employee Benefits Corporation.


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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



County Clerk



County Board Chairman

Amendment of the Plan Adoption Agreement

Fax to: 608 831 4790
 Mail to: Employee Benefits Corporation, PO Box 44347, Madison WI 53744-4347
 Phone support: 800 346 2126 | 608 831 8445
 E-mail support: employerservices@ebcflex.com

Tazewell County (T1696)

Legal Name of Organization ("Employer")

3 7 - 6 0 0 2 1 7 1

Federal Employer ID Number (FEIN) (xx-xxxxxxx)

Validation

Please return ALL pages.

ALL Plan Design changes are subject to review and approval by Employee Benefits Corporation. A \$50 fee will be charged for Mid-Year changes. Plan Renewal changes will be processed at no additional charge until the start of your new plan year.

Authorization

The undersigned, as an authorized representative of the Employer hereby certifies that on

1 1 - 0 3 - 2 0 2 3

the governing body¹ of the Employer adopted the following resolutions:

Date (mm-dd-yyyy)

WHEREAS, the Employer maintains for the benefit of its employees and their beneficiaries a Section 125 cafeteria plan (the Plan) with the name of

Choose only one option:

[Employer Name] Flexible Compensation Plan

Previously established custom name:

Enter the custom Plan name

WHEREAS, the Employer wishes to amend the Plan pursuant to the Employer's amendment authority as set forth in the Plan Document.

NOW, THEREFORE, BE IT RESOLVED, that the Employer hereby amends the Plan with modifications to Plan language and procedures consistent with the following selected Plan options, effective as of the date shown above, or if later, the following effective date:

0 1 - 0 1 - 2 0 2 4

Effective date of the change (mm-dd-yyyy)

Plan Settings

INSTRUCTIONS: to change your plan settings, please **check the box** in the appropriate section(s).

EXAMPLE: Char

Then enter the information completely in the sections you have checked.

If you are not changing your plan settings in a section, do not check the box, and leave the section blank.

Change Collectively Bargained Benefit

Yes, this benefit is collectively bargained No, this benefit is not collectively bargained

Change Plan Year

If the new start date is before the current plan year's end date, the current plan will be shortened.

If the new start date is after the current plan year's end date, a short initial plan year will be created.

Use a calendar Plan Year (January 01 - December 31) beginning January 1, 20

Use an off-calendar Plan Year. The new plan year end date will be 12 months later.

New Plan Year Start Date (mm-dd-yyyy)

¹Board of directors, in the case of a corporation. Voting partners in the case of a partnership. Managers in the case of a limited liability organization.

Change Health Savings Account (HSA) Elections

Allow employees to make pre-tax HSA contributions Add Remove

Change Group Insurance Premiums

	Renewal Month (mm-dd)	Add	Remove		Renewal Month (mm-dd)	Add	Remove
<input type="checkbox"/> Medical Insurance (including SHOP)	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/> Accidental Death and Dismemberment Insurance	<input type="text"/>	<input type="radio"/>	<input type="radio"/>
<input type="checkbox"/> Dental Insurance	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/> Cancer Insurance	<input type="text"/>	<input type="radio"/>	<input type="radio"/>
<input type="checkbox"/> Vision Insurance	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/> Accident	<input type="text"/>	<input type="radio"/>	<input type="radio"/>
<input type="checkbox"/> Disability	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/> Hospital Indemnity	<input type="text"/>	<input type="radio"/>	<input type="radio"/>
<input type="checkbox"/> Group Term Life Insurance (up to \$50,000/Employee only)	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/> Individual Medical Insurance (Retiree-Only)	<input type="text"/>	<input type="radio"/>	<input type="radio"/>
<input type="checkbox"/> Other: <input type="text"/>	<input type="text"/>	<input type="radio"/>	<input type="radio"/>		<input type="text"/>	<input type="radio"/>	<input type="radio"/>

Change Flexible Spending Accounts

<input type="checkbox"/> Standard Health FSA	<input type="radio"/> Add <input type="radio"/> Remove	<input type="checkbox"/> Dependent Care FSA	<input type="radio"/> Add <input type="radio"/> Remove
<input type="checkbox"/> Limited Health FSA <i>(Dental and Vision Only; Add if you have an HSA)</i>	<input type="radio"/> Add <input type="radio"/> Remove	<input type="checkbox"/> Individual Premium FSA <i>(Retiree-Only, Dental, Vision)</i>	<input type="radio"/> Add <input type="radio"/> Remove

Change 2 1/2 Month Grace Period

	Add Grace Period	Remove Grace Period
<input type="checkbox"/> Standard Health FSA and Limited Health FSA	<input type="radio"/>	<input type="radio"/>
<input type="checkbox"/> Dependent Care FSA	<input type="radio"/>	<input type="radio"/>
<input type="checkbox"/> Individual Premium FSA	<input type="radio"/>	<input type="radio"/>

Change Health Care FSA Rollover (Standard Health FSA and/or Limited Health FSA)

- Remove Rollover *(if chosen, skip to Change Flexible Spending Accounts Annual Limits section)*
- Add Rollover in Health Care FSA *(cannot also allow 2 1/2 month grace period)*

Change Rollover Options

Maximum Rollover Amount: Statutory Maximum \$ Maximum Rollover Amount

Require New Election: Require participants to make a new plan year election in order to roll over Health Care FSA funds to the new plan year

- Yes *(if chosen, skip to Change Flexible Spending Accounts Annual Limits section)*
- No

Minimum Balance: *(applies only when there is no new plan year election)* No Minimum Set Minimum: \$ Minimum Rollover Amount

Change Year-to-Year Account Setting: Choose one.

- Same Plan Type:** Health Care FSA rollover funds retain their prior account type (limited or standard) for all participants who do not make an FSA election in the new plan year.
 - When a participant has rollover funds in a Health Care FSA, the funds will roll into the prior account type (limited or standard) in the new plan year.
 - If you have an HSA, this option will not preserve HSA eligibility for a participant in a standard health FSA who does not make a limited health FSA election for the new plan year.
- Auto-Convert for HSA Eligibility:** standard health FSA rollover funds automatically convert to a limited health FSA in the new plan year.
 - If you have SimplyHSA, auto-conversion takes place if the participant enrolls in SimplyHSA for the new plan year.
 - If you have a different HSA, auto-conversion takes place if the participant does not make a new Health Care FSA election of any kind for the new plan year.
 - If you choose Auto-Convert and do not have a limited health FSA, you must also add a limited health FSA to your plan in the *Change Flexible Spending Accounts* section.

Change Flexible Spending Accounts Annual Limits

Health Care FSA (Standard Health FSA and Limited Health FSA)

Set Minimum Election: No Minimum Election
 Set Maximum Election Amount: Set Maximum Election as Statutory Maximum Limit

\$ Minimum Election amount
 Maximum Election Amount

Dependent Care FSA

Set Minimum Election: No Minimum Election

\$ Minimum Election Amount

Individual Premium FSA

Set Minimum Election: No Minimum Election

\$ Minimum Election Amount

Change Employer Contributions

None Standard Health FSA Limited Health FSA Dependent Care FSA Individual Premium FSA

All

\$ Contribution Amount

Eligibility:

Frequency: Pay Period Annually-Plan Start

Health Savings Account (HSA) Contributions:

\$ Single
 \$ Family

\$ Other:

\$ Other:

Frequency: Pay Period Monthly Quarterly Annually-Plan Start Other:

Change Cash-in-lieu of Insurance Premiums

Health Insurance: No Yes

\$ Amount (0000)

Frequency: Pay Period Monthly Quarterly Annually-Plan End Annually-Plan Start Other:

Other Insurance Type: No Yes Type:

\$ Amount (0000)

Frequency: Pay Period Monthly Quarterly Annually-Plan End Annually-Plan Start Other:

Change Eligibility Requirements

Hourly Requirement: To maintain the excepted benefit status of your Health Care FSA, the hourly requirement should match or be higher than the hourly requirement for your group medical plan
 Hours per week Other:

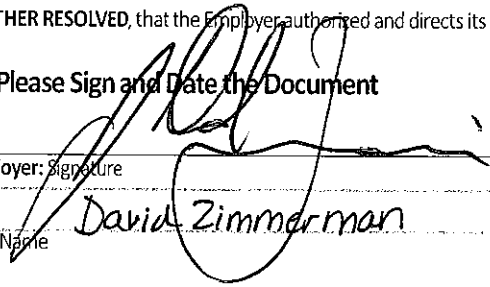
Waiting Period: To maintain the excepted benefit status of your Health Care FSA, the waiting period should match or be longer than the longest waiting period of your medical plan.
 First of the month after:
 30 days 60 days 90 days Date of hire *Note that an employee hired on the first of the month will not be added until the first of the following month.
 Other:
 From date of hire:
 30 days 60 days 90 days
 Other:
 On date of hire
 Other:
Other Requirement:

Change Runout Period for Claims Submission

Runout period for future Plan Years Standard 3-month Other Date:
 Runout period for mid-year Participant terminations: Standard 3 months from date of termination Same as Plan Year runout end date
 Days from date of termination (not to exceed Plan Year runout period)

FURTHER RESOLVED, that the Employer authorized and directs its officers to take all necessary or appropriate actions to carry about the above resolution.

Please Sign and Date the Document

X
Employer:  Date (mm-dd-yyyy)
Print Name Title

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve revisions to the Employees Personnel Policies Handbook; and

WHEREAS, Section 6.2, Employee Referral Program, on page 12 will be revised and added as follows:

9.4 ~~PERSONAL DAYS~~ 9.4 PAID TIME OFF (PTO) UNDER ILLINOIS PAID LEAVE FOR ALL WORKERS ACT (PLFAWA)

~~Tazewell County provides all full-time employees with three (3) personal days each fiscal year. Personal days are not cumulative, may not be carried over from one fiscal year to another, and must be approved in advance by the Elected Official of Appointed Department Head. Personal days may be taken in half-day increments if approved by the Department Head.~~

Personal days will now be replaced with Paid Time Off (PTO) to comply PLFAWA.

Effective on January 1, 2024, pursuant to and in accordance with the Illinois Paid Leave for All Workers Act ("the Act"), all County employees (including full-time, part-time, seasonal, and salaried) shall be provided with up to 40 hours of Paid Time Off (PTO) during the twelve (12) month period from January 1st to December 31st each calendar year. Full-time employees shall be provided with 40 hours of paid time off (PTO) at the start of the calendar year, and for those employees working part-time, the total number of PTO hours shall be determined on a pro rata basis based on the number of hours the employee works each week.

Employees may use the PTO hours for any reason or purpose the employee chooses, so long as the use of PTO is taken in accordance with the Paid Leave for All Workers Act and the notification requirements of this Policy.

*NOTE: Neither this Policy nor the Illinois Paid Leave for All Workers Act shall be applicable to employees covered by a collective bargaining agreement, which is in effect on January 1, 2024. Upon the expiration of any such collective bargaining agreement, the requirements of the Illinois Paid Leave for all Workers Act may be the subject of bargaining and waived by agreement of the employer and bargaining unit.

How PTO Works and Employee Notice Requirements:

1. All full-time, part-time, seasonal, and salaried County employees are entitled to PTO.
 - a. Except for those employees covered by a collective bargaining agreement in effect on January 1, 2024 or those employees who have thereafter

- waived paid leave under the Illinois Paid Leave for All Workers Act.
2. Commencing on January 1st, the County shall make available to the employee the total amount of PTO under the terms of the Act:
 - a. Example One: a full-time employee shall receive 40 hours of PTO annually.
 - b. Example Two: a part-time employee working 15 hours per week and 52 weeks per year will receive 19.5 hours of PTO annually ($15 \times 52 = 780$ hours per year / 40 = 19.5 paid hours)
 3. Current employees must wait 90 days from January 1, 2024 before PTO can be used.
 4. New hires must wait 90 days from their date of hire before PTO can be used.
 5. PTO may be used by an employee in two (2) hour increments at a minimum.
 6. While using PTO, employees shall be paid their regular hourly rate of pay (or the equivalent for salaried employees).
 7. If an employee requests paid time off from work, without specifying whether the employee desires to use PTO, vacation, or personal days, the Employer may request the employee to identify which form of paid leave the employee wishes to use.
 8. Employees may use PTO for any reason, and are not required to provide the elected official, department head or designee with the reason for taking paid time off. Likewise, subject to the notice requirements set forth in paragraph below, employees are not required to provide any documentation or certification as proof of the reason for using PTO.
 9. An employee wishing to use PTO shall provide notice to the County of the intention to take paid leave as follows:
 - a. For PTO that is foreseeable, the employee shall provide the elected official, department head or designee with notice of the intention to take paid leave at least seven (7) days before the time off is to begin.
 - b. Foreseeable PTO requests that are not received at least seven (7) days in advance may be denied.
 - c. If the use of PTO is not foreseeable, then the employee shall provide the elected official, department head or designee with notice of the employee's use of PTO at least four (4) hours before the beginning of said employees regularly scheduled shift or the start of the workday.
 - d. The elected official, department head or designee may ask the reason for the request or if the reason was foreseeable. If request was foreseeable, the PTO request may be denied.
 10. The elected official, department head or designee may deny an employee's request to use PTO based on operational needs, including:
 - a. Whether the employee's department provides a need or service critical to the health, safety, or welfare of the people of the State of Illinois;
 - b. Whether similarly situated employees are treated the same for the purposes of reviewing, approving, or denying the use of paid leave;
 - c. Whether granting paid leave at the particular time would significantly impact the business operations of the department in which the employee works, due to the size of the department; and
 - d. Whether the employee has the opportunity to use all of its available PTO during the twelve (12) month period.
 11. The elected official, department head or designee will provide written notice to the employee if the employee's request to use PTO is denied and the notice will include the reasons for the denial.
 12. Paid Time Off (PTO) must be used during the calendar year and any PTO unused by an employee at the end of the calendar year shall be forfeited.
 13. No unused PTO will be paid to an employee upon his/her termination of

employment for any reason.

14. If there is a separation from employment, and the employee is thereafter rehired by the same employer/department within 12 months from the date of separation, any previously accrued but unused PTO will be reinstated to the employee's PTO bank.
15. PTO along with any available vacation time and sick time must be used concurrently with FMLA leave or any other unpaid leave provided under federal, state or local laws.

THEREFORE BE IT RESOLVED the County Board approves recommendations.

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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



County Clerk



County Board Chairman

COMMITTEE REPORT

RM-23-08

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County’s insurance broker, Envision, recommends the following for property, casualty and worker’s compensation insurance:

Travelers	Property, liability, auto, inland marine, and umbrella	\$327,782
IPRF	Worker’s compensation	\$143,744
Victor	Cyber liability	\$4,370
CRC	Nurses professional liability	\$2,889
Pekin Insurance	Public officials bonds	\$428
Total		\$479,213

WHEREAS, Envision recommends that the mine subsidence coverage be removed due to the lack of need, which will result in a reduction of \$4,857; and

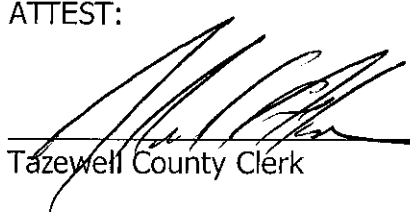
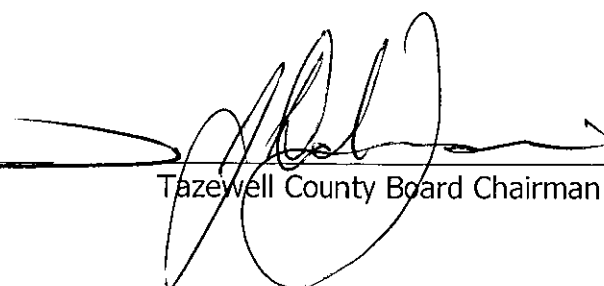
WHEREAS, the total cost (excluding the mine substance coverage) sets the total premium at \$474,356.

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

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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:


 Tazewell County Clerk
 
 Tazewell County Board Chairman

COMMITTEE REPORT

E-23-129

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

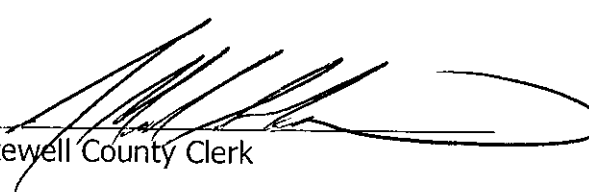
WHEREAS, the County's Executive Committee recommends to the County Board to approve the final payment to Farnsworth Group for the services provided for the CDBG RLF Closeout - Sidewalks - which is Grant #18-248592 in the amount of \$21,894.75.

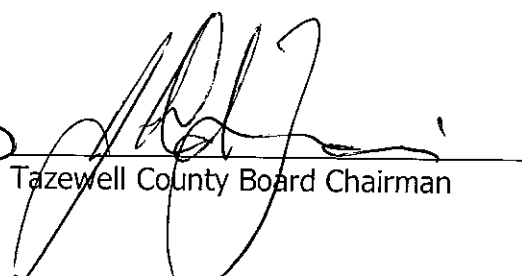
THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

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 15th DAY OF NOVEMBER, 2023.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman



SEP 11 2023
10:00 AM
245231

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

September 1, 2023
Project No: 0201574.02
Invoice No: 245231

Invoice Total \$21,911.25

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

Professional Services for Period Ending August 25, 2023

Phase	01	Design Phase	Current	Prior	To-Date
Billing Limits					
Total Billings			0.00	40,173.00	40,173.00
Limit					39,975.00
Subtotal this Phase					0.00

Phase	02	Bidding / Construction Phase	Hours	Rate	Amount
Professional Services					
Engineering Manager			.50	199.00	99.50
Designer			8.75	141.00	1,233.75
Senior Engineering Manager			1.00	233.00	233.00
Engineering Associate I			27.00	123.00	3,321.00
Administrative Support			2.25	80.00	180.00
Engineering Associate II			83.00	145.00	12,035.00
Engineering Associate I			19.00	131.00	2,489.00
Totals			141.50		19,591.25
Total Professional Services					19,591.25
Billing Limits					
Total Billings			19,591.25	9,380.25	28,971.50
Limit					28,975.00
Remaining					3.50
Subtotal this Phase					\$19,591.25

Phase	03	Rebidding / Administration	Current	Prior	To-Date
Billing Limits					
Total Billings			0.00	7,043.00	7,043.00
Limit					7,096.00
Remaining					53.00
Subtotal this Phase					0.00

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

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

Project	0201574.02	Tazewell County CDBG RLF Closeout - Proj	Invoice	245231
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Phase	04	Additional Design
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Professional Services

	Hours	Rate	Amount	
Engineering Associate II	16.00	145.00	2,320.00	
Totals	16.00		2,320.00	
Total Professional Services				2,320.00
		Subtotal this Phase		\$2,320.00
		Total this Invoice		\$21,911.25

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

Please include FGI invoice number on check.

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

1 1/2% Interest Monthly After 30 Days

www.f-w.com

FEIN#: 37-1123236

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

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 Tazewell County Board authorizes the Tazewell County Board Chairman to Certify any Ballot Questions for the March 19th Primary Election that result from the proper Petitions being filed with the Tazewell County Clerk between November 27th and December 4th as outlined by 55 ILCS 5/5-26, pending any successful objections received during the appropriate objection period.


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

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

PASSED THIS 15TH DAY OF NOVEMBER, 2023.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, on June 16, 2023, Wolf Carbon Solutions US LLC filed an application with the Illinois Commerce Commission to design, construct, and operate a pipeline used to capture and transport carbon dioxide; and

WHEREAS, the proposed pipeline would traverse Tazewell County; and

WHEREAS, no high-pressure carbon dioxide pipelines currently exist in Tazewell County; and

WHEREAS, a rupture of a carbon dioxide pipeline has the potential to release a large quantity of carbon dioxide at high concentration levels; and

WHEREAS, carbon dioxide gas is colorless and odorless, and may not be detected by humans, making exposure difficult to detect and avoid; and

WHEREAS, the U.S. Department of Transportation's Pipeline and Hazardous Materials Safety Administration announced it is taking steps to implement new safety measures to protect communities against carbon dioxide pipeline failures, which have not yet been implemented; and


WHEREAS, the County Board has concerns for the safety of the citizens based on the application submitted by Wolf Carbon Solutions US LLC.

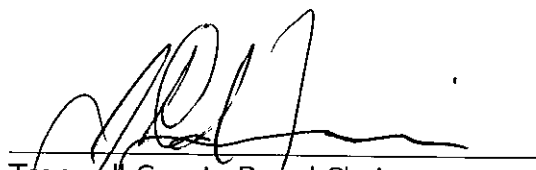
THEREFORE BE IT RESOLVED, the County Board urges the Illinois Commerce Commission to deny the application of Wolf Carbon Solutions US LLC until the Federal safety guidelines are released.

BE IT FURTHER RESOLVED that the County Clerk notify the Illinois Commerce Commission and County Board Office of this action.

PASSED THIS 15TH DAY OF NOVEMBER, 2023.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to ensure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Tazewell County Board, in regular session, this November day of 15th 2023 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney, prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this County by a court having jurisdiction, this County will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Tazewell County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2023, and ending November 30, 2024, by hereby appropriating the sum of \$37,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.


BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, State's Attorney, Auditor, and the Finance Department of this action.

PASSED THIS 15TH DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

E-23-151

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 fifth invoice to Knapp Concrete for the design and construction engineering for CDBG RLF Closeout – Sidewalks - which is Grant #18-248592 in the amount of \$49,685.91; and

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

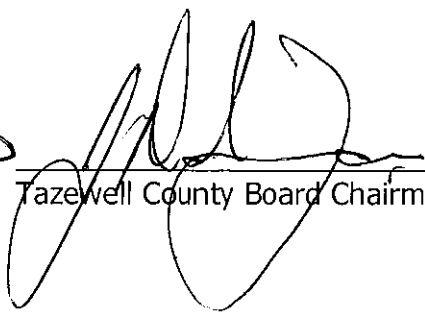
THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman



Contractor's Application for Payment No. 5

Application Period:	5/18/2023 - 6/14/2023	Application Date:	10/30/2023
To (Owner):	Tazewell County	From (Contractor):	Knapp Concrete Contractors
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
	2	\$7,255.00	
	3		\$4,474.00
	4	\$26,700.32	
TOTALS		\$33,955.32	\$16,744.00
NET CHANGE BY CHANGE ORDERS		\$17,211.32	

1. ORIGINAL CONTRACT PRICE.....	\$	\$481,686.00
2. Net change by Change Orders.....	\$	\$17,211.32
3. Current Contract Price (Line 1 ± 2).....	\$	\$498,897.32
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$498,897.32
5. RETAINAGE:		
a. 10% X Work Completed.....	\$	\$49,889.73
b. 10% X Stored Material.....	\$	\$49,889.73
c. Total Retainage (Line 5a + Line 5b).....	\$	\$49,889.73
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$449,007.59
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)...	\$	\$399,321.68
8. AMOUNT DUE THIS APPLICATION.....	\$	\$49,685.91
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$49,889.73

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 Hodal Date: 10/30/2023

Payment of: \$ 49,685.91
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Date)
(Engineer) - Farnsworth Group, Inc.

Payment of: \$ 49,685.91
(Line 8 or other - attach explanation of the other amount)

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

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

5/18/2023 - 6/14/2023

Application No. 5

Date: October 30, 2023

ITEM	SCHEDULE OF VALUES AMOUNT	PREVIOUS APPLICATION	CURRENT APPLICATION	%	AMOUNT COMPLETED AND STORED
1 East Peoria	\$ -				\$ -
2 Washington & Mall	\$ 18,757.67	\$ 18,757.67		100%	\$ 18,757.67
3 Washington & Anna	\$ 6,966.51	\$ 6,966.51		100%	\$ 6,966.51
4 Washington & Springfield N	\$ 22,164.58	\$ 22,164.58		100%	\$ 22,164.58
5 Washington & Springfield S	\$ 29,506.25		\$ 29,506.25	100%	\$ 29,506.25
6 Creve Coeur	\$ 87,091.20	\$ 87,091.20		100%	\$ 87,091.20
7 Mecknaw	\$ 17,257.05	\$ 17,257.05		100%	\$ 17,257.05
8 South Pekin					
9 Main & Birkett	\$ 2,490.84	\$ 2,490.84		100%	\$ 2,490.84
10 Main & Belsley	\$ 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	\$ 5,644.75		100%	\$ 5,644.75
13 Main & Alley West of 1st	\$ 5,698.19	\$ 5,698.19		100%	\$ 5,698.19
14 Main & 1st	\$ 13,363.75	\$ 13,363.75		100%	\$ 13,363.75
15 Miner					
16 Main & Central	\$ 64,077.07	\$ 64,077.07		100%	\$ 64,077.07
17 Central (Village Hall)	\$ 44,085.97	\$ 44,085.97		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	\$ 56,134.50		100%	\$ 56,134.50
21 Armington	\$ 38,051.88	\$ 38,051.88		100%	\$ 38,051.88
22 CO 1	\$ (12,270.00)	\$ (12,270.00)		100%	\$ (12,270.00)
23 CO 2	\$ 7,255.00	\$ 7,255.00		100%	\$ 7,255.00
24 CO 3	\$ (4,474.00)	\$ (4,474.00)		100%	\$ (4,474.00)
25 CO 4	\$ 26,700.32	\$ 1,000.00	\$ 25,700.32	100%	\$ 26,700.32
TOTAL	\$ 498,897.32	\$ 443,690.75	\$ 55,206.57		\$ 498,897.32

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

\$ 49,685.91

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:



AMENDED **RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Decommissioning Agreement for Bunker Solar, LLC; and

WHEREAS, the attached Agreement is in compliance with Chapter 156 of the Tazewell County Code - Solar Ordinance, and

WHEREAS, Bunker Solar, LLC is proposing to build a 38.7 megawatt (MW) AC solar array (solar facility) to include approximately 377 acres, located on three separate parcels, all located in Groveland Township, and

WHEREAS, Gretchen Schroeder, an Illinois License Professional Engineer of Westwood Professional Services, certified the attached Agreement on November 9th, 2023, and

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

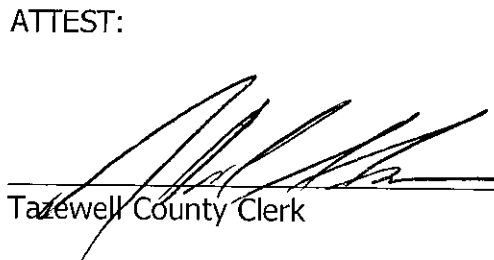
WHEREAS, financial assurance, in the form of surety bond or escrow and consistent with the Agreement, shall be approved by the County Board and in compliance with the State of Illinois.

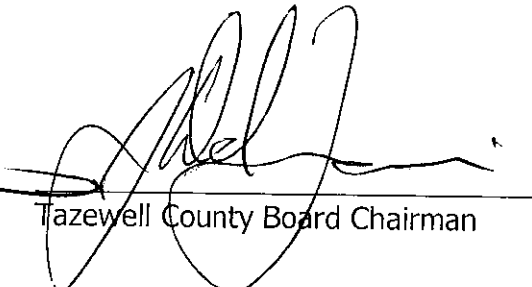
THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

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

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

A DECOMMISSIONING PLAN FOR

Bunker Solar Project

Tazewell County, Illinois

NOVEMBER 15, 2023

PREPARED FOR:



PREPARED BY:

Westwood

Decommissioning Plan

Bunker Solar Project
Tazewell County, Illinois

Prepared for:
Sol Systems
1101 Connecticut Ave NW
Washington, DC 20036

Prepared by:
Westwood Professional Services
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343
(952) 937-5150



Project Number: 0044045.00
Date: November 15, 2023

November 15, 2023
License Exp. 11/30/2023
Design Firm #184-005853

Table of Contents

- 1.0 Introduction / Project Description 1
- 2.0 Proposed Future Land Use..... 1
- 3.0 Decommissioning Activities 1
 - 3.1 Decommissioning of Project Components 2
 - 3.1.1 Modules..... 2
 - 3.1.2 Racking 2
 - 3.1.3 Steel Foundation Posts..... 2
 - 3.1.4 Underground Cables and Lines 2
 - 3.1.5 Inverters, Transformers, and Ancillary Equipment 2
 - 3.1.6 Equipment Foundations and Ancillary Foundations 3
 - 3.1.7 Fence 3
 - 3.1.8 Access Roads..... 3
 - 3.1.9 Substation..... 3
 - 3.1.10 Operations and Maintenance Building..... 3
 - 3.2 Reclamation..... 4
- 4.0 Best Management Practices (BMPs) 4
 - 4.1 Construction Stormwater Practices 4
 - 4.1.1 Erosion Control 4
 - 4.1.2 Sediment Control 5
 - 4.1.3 Controlling Stormwater Flowing onto and through the Project..... 5
 - 4.2 Permitting..... 5
 - 4.3 Health and Safety Standards 5
- 5.0 Timeline 5
- 6.0 Decommissioning Costs 6
- 7.0 Financial Assurance 7

Attachments

Attachment A: Decommissioning Cost Estimate

1.0 Introduction / Project Description

This Decommissioning Plan (“Plan”) has been prepared for the Bunker Solar Project in accordance with the Tazewell County Ordinance Chapter 156 and Illinois Agricultural Impact Mitigation Agreements (AIMA). The purpose of the Plan is to describe the means and methods that can be used to remove all structures, foundations, underground cables, and equipment and to reclaim and restore the land altered during the construction and operation of the solar project to its predevelopment condition to the extent feasible.

The Bunker Solar Project (Facility) is a 38.7-Megawatt (MW) alternating current (49.4-MW direct current) solar power generation project proposed by Sol Systems (Applicant) in Tazewell County, Illinois. Upon completion, the Facility will comprise a solar array consisting of ground-mounted photovoltaic panels and electrical support equipment, underground collection lines, a substation, an operations and maintenance (O&M) facility, access roads, and fencing. The Facility is located on approximately 377 acres.

The Facility is anticipated to have a design service life of 40 years. At that time, the project will either be decommissioned or repowered with newer technology. The Plan identifies components which may be removed and areas that may be restored once the Facility has been out of service or not producing electrical energy for a period of twelve months, or when the Facility has reached its life expectancy.

2.0 Proposed Future Land Use

Prior to the development of the Facility, the land use of the project area was primarily agricultural production. After all equipment and infrastructure is removed during decommissioning, any holes or voids created by poles, concrete pads, and other equipment will be filled in with native soil to the surrounding grade, and the site will be restored to pre-construction conditions to the extent practicable. All access roads and other areas compacted by equipment will be decompacted to a depth necessary to ensure drainage of the soil and root penetration prior to fine grading and tilling to a farmable condition to match preconstruction conditions. Please refer to Section 3.2 for a detailed description of reclamation activities.

3.0 Decommissioning Activities

Decommissioning of the solar facility will include removing the solar panels, solar panel racking, steel foundation posts and beams, inverters, transformers, overhead and underground cables and lines, equipment pads and foundations, equipment cabinets, and ancillary equipment. The civil facilities, access roads, security fence, and drainage structures and sedimentation basins are included in the scope. Standard decommissioning practices will be utilized, including dismantling and repurposing, recycling, or disposing of the solar energy improvements.

During decommissioning, the landowners will be consulted to identify the extent and type of work to be completed. Some Facility infrastructure, such as the access roads, may be left in place

at the landowners' requests. Underground utility lines, if deeper than five feet below ground surface elevation, may be left in place to minimize land disturbance and associated impacts to future land use.

Decommissioning will include the removal and transportation of all project components from the Facility site. All dismantling, removal, recycling, and disposal of materials generated during decommissioning will comply with rules, regulations, and prevailing Federal, State, and local laws at the time decommissioning is initiated and will use approved local or regional disposal or recycling sites as available. Recyclable materials will be recycled to the furthest extent practicable. Non-recyclable materials will be disposed of in accordance with State and Federal law.

3.1 Decommissioning of Project Components

3.1.1 Modules

Modules will be inspected for physical damage, tested for functionality, and disconnected and removed from racking. Functioning modules will be packed, palletized, and shipped to an offsite facility for reuse or resale. Non-functioning modules will be shipped to the manufacturer or a third party for recycling or disposal. The decommissioning estimate has been prepared to show the costs for the current year. At the end of life, the modules will have negligible resale value.

3.1.2 Racking

Racking and racking components will be disassembled and removed from the steel foundation posts, processed to appropriate size, and sent to a metal recycling facility.

3.1.3 Steel Foundation Posts

All structural foundation steel posts will be pulled out to full depth, removed, processed to appropriate size, and shipped to a recycling facility. The posts can be removed using back hoes or similar equipment. During decommissioning, the area around the foundation posts may be compacted by equipment and, if compacted, the area will be decompact in a manner to adequately restore the topsoil and sub-grade material to a density consistent for vegetation.

3.1.4 Underground Cables and Lines

All underground cables and conduits will be removed to a depth of five feet. For the purposes of this decommissioning cost estimate, it has been assumed that all cables will be installed deeper than five feet below ground and may therefore be abandoned in place, with the exception of those cables running to surface equipment. Topsoil will be segregated and stockpiled for later use prior to any excavation and the subsurface soils will be staged next to the excavation. The subgrade will be compacted per standards. Topsoil will be redistributed across the disturbed area.

3.1.5 Inverters, Transformers, and Ancillary Equipment

All electrical equipment will be disconnected and disassembled. All parts will be removed from the site and reconditioned and reused, recycled, or disposed of appropriately, at the Owner's sole discretion, consistent with applicable regulations and industry standards.

3.1.6 Equipment Foundations and Ancillary Foundations

The ancillary foundations are pile foundations for the equipment pads. As with the solar array steel foundation posts, the foundation piles will be pulled out completely. Duct banks will be excavated to a depth of at least five feet. All unexcavated areas compacted by equipment used in decommissioning will be decompacted in a manner to adequately restore the topsoil and sub-grade material to a density similar to the surrounding soils. All materials will be removed from the site and reconditioned and reused, recycled, or disposed of appropriately, at the owner's sole discretion, consistent with applicable regulations and industry standards.

3.1.7 Fence

All fence parts and foundations will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Owner's sole discretion, consistent with applicable regulations and industry standards. The surrounding areas will be restored to pre-solar farm conditions to the extent feasible.

3.1.8 Access Roads

Facility access roads will be used for decommissioning purposes, after which removal of roads will be discussed with the Landowner and one of the following options will be pursued:

1. After final clean-up, roads may be left intact through mutual agreement of the landowner and the owner unless otherwise restricted by federal, state, or local regulations. If a road is to be removed, aggregate will be removed and shipped from the site to be reused, sold, or disposed of appropriately, at the Owner's sole discretion, consistent with applicable regulations and industry standards. Clean aggregate can often be used as "daily cover" at landfills for no disposal cost. All internal service roads are constructed with geotextile fabric and eight inches of aggregate over compacted subgrade. Any ditch crossing connecting access roads to public roads will be removed unless the landowner requests it remains. The subgrade will be decompacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent for reintroduction of farming.
2. Topsoil that was stockpiled during the original construction will be distributed across the open area. Finally, the access road corridors will be tilled to an agricultural condition.

3.1.9 Substation

Decommissioning of the project substation will be performed with the rest of the Facility. All steel, conductors, switches, transformers, and other components of the substation will be disassembled and taken off site to be recycled or reused. Foundations and underground components will be removed to a depth of five feet. The rock base will be removed using bulldozers and backhoes or front loaders. The material will be hauled from the site using dump trucks to be recycled or disposed at an off-site facility. Additionally, any permanent stormwater treatment facilities (e.g., infiltration ponds and engineered drainage swales) will be removed. Topsoil will be reapplied to match surrounding grade to preserve existing drainage patterns. Topsoil and subsoil will be decompacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent for reintroduction of farming.

3.1.10 Operations and Maintenance Building

The O&M Building is a sturdy, general purpose steel building. If the building is not repurposed, decommissioning will include disconnection of the utilities and demolition of the building

structure, foundation, rock base parking lot, and associated vegetated/stormwater handling facilities. All associated materials will be removed from the site using wheeled loaders or backhoes and bulldozers and hauled off site in dump trucks. All recyclable materials will be brought to appropriate facilities and sold; the remaining materials will be disposed of at an approved landfill facility. Subgrade soils will be decompacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent for reintroduction of farming. Topsoil will be reapplied to match existing surrounding grade to preserve existing drainage patterns, and the site will be tilled either to a farmable condition or re-vegetated, depending upon location.

3.2 Reclamation

The Owner will restore and reclaim the site to the pre-solar farm condition consistent with the site lease agreement. The Owner assumes that most of the site will be returned to farmland and/or pasture after decommissioning through implementation of appropriate measures to facilitate such uses. If no specific use is identified, the Owner will vegetate the site with a seed mix approved by the local soil and water conservation district or similar agency. The goal of restoration will be to restore natural hydrology and plant communities to the greatest extent practicable while minimizing new disturbance and removal of native vegetation. In addition to the reclamation activities described above for each decommissioning activity, all unexcavated areas compacted by equipment and activity during the decommissioning will be decompacted as needed to ensure proper density of topsoil consistent and compatible with the surrounding area and associated land use. All materials and debris associated with the Facility decommissioning will be removed and properly recycled or disposed of at off-site facilities.

4.0 Best Management Practices (BMPs)

4.1 Construction Stormwater Practices

During decommissioning, erosion and sediment control BMPs will be implemented to minimize potential for erosion of site soils and sedimentation of surface waters and waters of the state. Because decommissioning will entail disturbance of more than one acre of soil, the Applicant will prepare a Stormwater Pollution Prevention Plan (SWPPP) and obtain coverage under the state-specific National Pollutant Discharge Elimination System (NPDES) permit prior to initiating soil disturbing activities. Potential BMPs to be implemented during decommissioning activities are described below and will be subject to refinement in the SWPPP. The decommissioning team will review the permitting requirements at the time of decommissioning and obtain any other necessary permits, which may include a US Army Corps of Engineers Section 404 Permit to Discharge Dredged or Fill Material.

4.1.1 Erosion Control

Erosion control measures will be refined based on the standard of practice current at the time the SWPPP is developed for decommissioning. All disturbed areas without permanent impermeable or gravel surfaces, or planned for use as crop land, will be vegetated for final stabilization. All slopes steeper than 4:1 should be protected with erosion control blankets. Restoration should include seed application prior to application of the blanket. All slopes 4:1 or flatter should be restored with seed and mulch, which will be disc anchored.

4.1.2 Sediment Control

Sediment controls, such as silt fence, fiber logs, dewatering practices, construction entrances, and sedimentation traps and/or basins will be implemented during construction to prevent the transport of sediment off-site during decommissioning activities. Street sweeping/scraping will also be implemented to mitigate potential tracking of sediment onto public roadways.

4.1.3 Controlling Stormwater Flowing onto and through the Project

Given the low gradient of the slopes in the project area, controlling stormwater flow that enters the project area will likely require minimal effort during decommissioning activities. Only newly disturbed areas may require new, temporary stormwater control. If necessary, water may be diverted around the project site using diversion berms.

4.2 Permitting

All decommissioning and reclamation activities will comply with Federal and State permit requirements. Decommissioning activities that will disturb more than one acre of soil will require coverage under the state-specific NPDES permit for construction stormwater. The permits will be applied for and received prior to decommissioning construction activities commencing. A SWPPP will be developed prior to filing for construction stormwater permit coverage.

If necessary for decommissioning activities, wetlands and waters permits will be obtained from the US Army Corps of Engineers (USACE) or Illinois Department of Natural Resources. A Spill Prevention, Control, and Countermeasure (SPCC) Plan for decommissioning will likely also be required for decommissioning work.

4.3 Health and Safety Standards

Work will be conducted in strict accordance with the Applicant's health and safety plan. The construction contractor hired to perform the decommissioning will also be required to prepare a site-specific health and safety plan. All site workers, including subcontractors, will be required to read, understand, and abide by the Plans. A site safety office will be designated by the construction contractor to ensure compliance. This official will have stop-work authority over all activities on the site should unsafe conditions or lapses in the safety plan be observed.

5.0 Timeline

Decommissioning of the solar farm will be initiated if the Facility has been out of service or not producing electrical energy for a period of twelve months, or when the Facility has reached its life expectancy. It is anticipated that the decommissioning activities for the project can be completed in a 6-month period. The estimated costs for decommissioning are tied to assumptions about the amount of equipment mobilized, the crew sizes, weather and climate conditions, and the productivity of the equipment and crews.

6.0 Decommissioning Costs

The decommissioning costs are calculated using current pricing. In keeping with the requirements of Tazewell County Solar Ordinance, the estimate of net costs should be updated every four years by reevaluating assumed inflation and deflation rates in the appropriate industries.

There are currently active markets for scrap steel, aluminum, and copper, used transformers and electrical equipment, and used solar panels. Scrap metal prices have been discounted from posted spot prices found on www.scrapmonster.com. Pricing for used panels has been discounted from prices received from We Recycle Solar for a similar project. The pricing of the used panels has incorporated the degradation from five years of use as warranted by the manufacturer (not more than 0.5% per year).

The total estimated cost of decommissioning the Bunker Solar Project is approximately \$3,083,884 (\$62,427 per MW). Estimated salvage/scrap value of the modules, racking, transformers, and other materials is approximately \$4,496,562. The net decommissioning costs after accounting for resale and salvage values is approximately \$1,412,700 in surplus, or \$28,597 in surplus per MW. Refer to Attachment A for the detailed Decommissioning Cost Estimate.

The future costs for the initial cost estimate were predicted per the current industry standards assuming 2.5% annual inflation in labor costs and 1% annual deflation in salvage values. Subsequent revisions to the cost estimate will be required every four years by reevaluating the assumed inflation and deflation rates in the appropriate industries.

Estimating Future Values - Costs and Metals Salvage	
Assumed Inflation Rate (Costs)	2.5%
Assumed Deflation Rate (Metals Salvage Values)	1%
Calendar "Start" Year (First Year of Operation)	2024

Inflation and deflation rates are assumed, unless otherwise specified by client/regulation.

Year (From Start)	Calendar Year	Decom Costs	Salvage Value (Metals)	Salvage Value (Modules)	Salvage Value (Total)	Net Costs
0	2024	\$ 3,083,884	\$ 906,279	\$ 3,590,283	\$ 4,496,562	\$ (1,412,678)
4	2028	\$ 3,404,030	\$ 870,568	\$ 2,800,186	\$ 3,670,754	\$ (266,723)
8	2032	\$ 3,757,413	\$ 836,264	\$ 2,226,521	\$ 3,062,785	\$ 694,627
12	2036	\$ 4,147,481	\$ 803,312	\$ 1,770,381	\$ 2,573,693	\$ 1,573,787
16	2040	\$ 4,578,042	\$ 771,658	\$ 1,133,920	\$ 1,905,578	\$ 2,672,464
20	2044	\$ 5,053,302	\$ 741,252	\$ 726,270	\$ 1,467,521	\$ 3,585,781
24	2048	\$ 5,577,900	\$ 712,043	\$ 465,172	\$ 1,177,215	\$ 4,400,685
28	2052	\$ 6,156,958	\$ 683,986	\$ 297,940	\$ 981,926	\$ 5,175,032
32	2056	\$ 6,796,130	\$ 657,034	\$ 190,829	\$ 847,863	\$ 5,948,266
36	2060	\$ 7,501,656	\$ 631,145	\$ 122,225	\$ 753,370	\$ 6,748,286
40	2064	\$ 8,280,424	\$ 606,275	\$ 78,285	\$ 684,559	\$ 7,595,865

7.0 Financial Assurance

In accordance with the Illinois Standard Solar AIMA V.8.19.19 Section 17.D, the Bunker Solar Project will provide financial assurance for 10% of the estimated decommissioning cost, net of salvage value, on or before the first anniversary of the Facility's commercial operation date (COD), 50% of net costs on or before the sixth anniversary of the Facility's COD, and 100% of net costs on or before the eleventh anniversary of the Facility's COD. 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 Community Development Administrator. A written escrow agreement will be prepared, establishing upon what conditions the funds will be disbursed.

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.

The county is granted the right of entry onto the site, pursuant to reasonable notice, to effect or complete decommissioning.

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.

The background of the page is a dark red topographic map. It features intricate, swirling contour lines in a lighter shade of red. A vertical dashed red line runs down the center of the page, with a small red dot and an 'x' mark on it. The text is centered over this background.

Attachment A

Decommissioning Cost Estimate

Bunker Solar Project

	Quantity	Unit	Unit Cost	Total Cost
Mobilization/Demobilization	1	Lump Sum	\$187,000.00	\$187,000
<i>Mobilization was estimated to be approximately 7% of total cost of other items.</i>				
Permitting				
County Permits	1	Lump Sum	\$10,000.00	\$10,000
State Permits	1	Lump Sum	\$20,000.00	\$20,000
Subtotal Permitting				\$30,000

Decommissioning will require SWPPP and SPCC Plans. Cost is an estimate of the permit preparation cost.

Civil Infrastructure

Remove Gravel Surfacing from Roads	7,164	Cubic Yards (BV)	\$2.59	\$18,538
Haul Gravel Removed from Road to Landfill (Hopedale, IL)	8,955	Cubic Yards (LV)	\$6.37	\$57,046
Dispose of Gravel Removed from Road (Landfill uses as Daily Cover)	11,606	Tons	\$0.00	\$0
Remove Geotextile Fabric from Beneath Access Roads	34,147	Square Yards	\$1.40	\$47,805
Haul Geotech Fabric to Landfill (Hopedale, IL)	9.4	Tons	\$8.02	\$75
Dispose of Geotech Fabric	9.4	Tons	\$81.00	\$761
Remove and Load Culvert from Beneath Access Roads	4	Each	\$420.00	\$1,680
Haul Culvert Removed from Access Roads to Landfill (Hopedale, IL)	1.2	Tons	\$8.02	\$10
Dispose of Culvert	1.2	Tons	\$81.00	\$97
Remove Low Water Crossing from Access Road	6.0	Each	\$3,400.00	\$20,400
Haul Low Water Crossing Materials to Landfill (Hopedale, IL)	240	Ton	\$8.02	\$1,925
Dispose of Low Water Crossing Materials	240	Ton	\$30.00	\$7,200
Grade Road Corridor (Re-spread Topsoil)	15,366	Linear Feet	\$1.57	\$24,107
Decompact Road Area	7.1	Acres	\$89.03	\$628
Remove Chainlink Fence (Substation, Switchyard, O&M, etc.)	1,670	Linear Feet	\$6.97	\$11,640
Haul Chainlink Fence to Metal Recycling (Peoria, IL)	9	Tons	\$6.02	\$54
Remove Agricultural Fence	30,046	Linear Feet	\$2.45	\$73,613
Haul Agricultural Fence to Metal Recycling (Peoria, IL)	47	Tons	\$6.02	\$280
Subtotal Civil Infrastructure				\$265,859

Civil removal costs are a combination of ILDOT unit costs where applicable, RSMean cost for Peoria, IL, and industry standards provided to Westwood.

Structural Infrastructure

Remove Steel Foundation Posts (Arrays, Equipment, Met Towers)	14,025	Each	\$15.31	\$214,735
Haul Array Steel Post to Metal Recycling (Peoria, IL)	1,010	Tons	\$5.34	\$5,397
Remove Tracker Racking per String	3,210	Each	\$213.52	\$685,384
Haul Tracker Racking to Metal Recycling (Peoria, IL)	2,594	Tons	\$5.34	\$13,864
Remove Drive Motor Posts	1,105	Each	\$15.31	\$16,919
Haul Drive Motor Posts to Metal Recycling (Peoria, IL)	80	Tons	\$5.34	\$425
Subtotal Structural Infrastructure				\$936,723

Steel removal costs were calculated by using RSMean information for demolition of steel members.

Hauling calculations are based on the locations of metal recycling.

Electrical Collection System

Remove PV Panels	86,670	Each	\$9.91	\$859,116
Haul PV 95% of Panels to Reseller (Louisville, KY)	2,950	Tons	\$66.13	\$195,078
Haul 5% of PV Panels to Landfill (Hopedale, IL)	155	Tons	\$8.02	\$1,245
Dispose of PV Panels	155	Tons	\$81.00	\$12,575
Remove Combiner Boxes	10	Each	\$60.00	\$600
Remove Equipment Skids	10	Each	\$1,107.22	\$11,072
Remove Equipment Pad Piles	80	Each	\$15.31	\$1,225
Haul Equipment Skid Steel Post to Metal Recycling (Peoria, IL)	6	Tons	\$5.34	\$31
Haul Equipment to Transformer Disposal (Tinley Park, IL)	10	Each	\$691.41	\$6,914
Remove SCADA Equipment	1	Each	\$2,000.00	\$2,000
Remove DC Collector System Cables (copper)	49.40	Per MW	\$2,000.00	\$98,800
Remove Underground (AC) Collector System Stub-Ups	10	Locations	\$400.00	\$4,000
Load and Haul Cables for Recycling	17.2	Tons	\$5.34	\$92
Subtotal Electrical Collection				\$1,192,749

Estimated total costs of \$1,192,749 include mobilization and demobilization, permitting, civil infrastructure, structural infrastructure, and electrical collection system. This estimate includes the cost of SCADA equipment removal, but does not include the cost of transformer disposal, which is estimated to be approximately \$1,000,000. The total project cost is estimated to be approximately \$2,192,749.

Substation				
Disassemble and Remove Main Power Transformer(s)	1	Each	\$4,500.00	\$4,500
Haul Transformer(s) Offsite	43	Tons	\$27.66	\$1,196
Haul Transformer Oil Offsite	6,470	Gallons	\$0.09	\$582
Dispose of Transformer (Including Oil) (Salvage Value)	1	Each	\$0.00	\$0
Excavate Around Transformer Foundation(s)	1	Each	\$962.50	\$963
Remove Complete Transformer Foundation(s)	70	Cubic Yards	\$150.43	\$10,530
Backfill Excavation Area from Transformer Foundation Removal	120	Cubic Yards	\$42.88	\$5,146
Haul Concrete (Foundations Transformer, Switch Gear, etc.)	142	Tons	\$8.02	\$1,140
Dispose of Concrete from Transformer Foundation	142	Tons	\$81.00	\$11,510
Demolish Substation Site Improvements (fences, etc)	1	LS	\$3,500.00	\$3,500
Demolish Control Building and Foundation	1	LS	\$12,000.00	\$12,000
Remove Medium/High Voltage Equipment	1	LS	\$3,500.00	\$3,500
Remove Structural Steel Substation Frame	1	LS	\$3,500.00	\$3,500
Remove Copper Ground Grid	1	LS	\$3,292.88	\$3,293
Load Copper Wire	20,000	Feet	\$0.67	\$13,300
Haul Copper Wire to Recycling	6.5	Tons	\$5.34	\$35
Haul - Demolition Materials, Removed Equipment & Structural Steel	10	Tons	\$5.34	\$53
Dispose of Demolition Materials & Removed Equipment	10	Tons	\$81.00	\$810
Remove and Load Gravel Surfacing from Substation & Switchyard Sites	2,128	Cubic Yards (BV)	\$2.59	\$5,506
Haul Gravel Removed from Substation & Switchyard Sites	2,660	Cubic Yards (LV)	\$10.94	\$29,096
Dispose of Gravel from Substation & Switchyard Sites (Use as Daily Cover)	3,447	Tons	\$0.00	\$0
Grade Substation & Switchyard Sites	1	LS	\$3,292.88	\$3,293
Erosion and Sediment Control at Substation Site	835	LF	\$3.56	\$2,973
Decompact Substation & Switchyard Sites (Subsoiling)	2.0	Acres	\$89.03	\$176
Permanent Seeding at Substation & Switchyard Sites	2.0	Acres	\$5,436.93	\$10,756
Subtotal Substation				\$127,357
O&M Building				
Demolish O&M Building	4,400	Cubic Feet	\$0.44	\$1,936
Demolish O&M Building Foundation	33	Cubic Yards	\$11.55	\$376
Haul Concrete (O&M Building Foundation)	33	Cubic Yards	\$10.94	\$357
Dispose of Concrete from O&M Building Foundation	66	Tons	\$81.00	\$5,346
Cap and Abandon Well	1	Lump Sum	\$1,000.00	\$1,000
Remove & Restore Septic and Drainfield area	1	Lump Sum	\$3,000.00	\$3,000
Dispose of O&M Building Demolition and Removed Site Improvements	1	Lump Sum	\$2,500.00	\$2,500
Remove and Load Gravel Surfacing of O&M Site	62	Cubic Yards (BV)	\$2.59	\$160
Haul Gravel Removed from O&M Site	77	Cubic Yards (LV)	\$6.37	\$492
Dispose of Gravel from O&M Site	100	Tons	\$0.00	\$0
Decompact O&M Building Site	0.1	Acres	\$350.00	\$20
Grade O&M Building Site	1	LS	\$1,213.70	\$1,214
Permanent Seeding O&M Building Site	0.1	Acres	\$5,436.93	\$312
Subtotal O&M Building				\$16,712
Site Restoration				
Stabilized Construction Entrance	3	Each	\$2,000.00	\$6,000
Perimeter Controls (Erosion and Sediment Control)	15,858	Linear Feet	\$3.56	\$56,454
Permanent Seeding on Roadway Areas	7.1	Acres	\$5,436.93	\$38,358
Till to Farmable Condition on Array Areas	196	Acres	\$158.78	\$31,124
Subtotal Site Restoration				\$131,937
Project Management				
Project Manager	26	Weeks	\$3,749.00	\$97,474
Superintendent (half-time)	26	Weeks	\$1,762.50	\$45,825
Field Engineer (half-time)	26	Weeks	\$1,634.50	\$42,497
Clerk (half-time)	26	Weeks	\$375.00	\$9,750
Subtotal Project Management				\$195,546
<i>Standard industry weekly rates from 1/2021 to 1/2022</i>				
Total Demolition/Removals Cost				\$3,083,884

Salvage				
Fencing (Wire/Agricultural)	47	Tons	\$214.32	\$9,981
Fencing (Chain Link)	9	Tons	\$214.32	\$1,906
Steel Posts	1,010	Tons	\$214.32	\$216,423
Module Racking	2,594	Tons	\$214.32	\$555,990
PV Modules	82,337	Each	\$43.61	\$3,590,283
Transformers and Inverters	77,884	Pounds	\$0.26	\$19,860
Substation Transformers (Core and Coils)	51,707	Pounds	\$0.26	\$13,185
Substation Transformers (Tanks and Fittings)	17	Tons	\$214.32	\$3,731
Transformers (Oil)	14,520	Gallons	\$0.70	\$10,164
Substation Ground Grid (Copper)	13,060	Pounds	\$3.65	\$47,669
DC Collection Line Stub-Ups (Copper)	9,669	Pounds	\$0.93	\$8,992
AC Collection Line Stub-Ups (Aluminum)	24,750	Pounds	\$0.74	\$18,377
Subtotal Salvage				\$4,496,562

Salvage values are a combination of the following factors; current market metal salvage prices, current secondary market for solar panel module recycling, discussions with national companies that specialize in recycling and reselling electrical transformers and inverters, and the assumption that care is taken to prevent any damage or breakage of equipment.

Total Demolition Minus Salvage	(\$1,412,700)
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Notes:

1. Prices used in analysis are estimated based on research of current average costs and salvage values.
2. Prices provided are estimates and may fluctuate over the life of the project.
3. Contractor means and methods may vary and price will be affected by these.

Cost Estimate Assumptions

To develop a cost estimate for the decommissioning of the Bunker Solar Project, Westwood engineers made the following assumptions and used the following pricing references. Costs were estimated based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet. When publicly available bid prices or Illinois Department of Transportation bid summaries were not available for particular work items, we developed time- and material-based estimates considering composition of work crews and equipment and material required. While materials may have a salvage value at the end of the project life, the construction activity costs and the hauling/freight costs are separated from the disposal costs or salvage value to make revisions to salvage values more transparent.

1. Project quantities are based on Bunker Solar Project Overall Preliminary PV Layout Revision B, dated 10/06/2023.
2. A project of this size and complexity requires a full-time project manager with half-time support staff.
3. Common labor will be used for the majority of tasks, supplemented by electricians, steel workers, and equipment operators where labor rules may require. The labor rates reflect union labor rates.
4. Mobilization was estimated at approximately 7% of total cost of other items.
5. Permit applications will require the preparation of a Stormwater Pollution Prevention Plan (SWPPP) and a Spill Prevention, Control, and Countermeasure (SPCC) Plan.
6. Road gravel removal was estimated on a time and material basis. Since the material will not remain on site, a hauling cost is added to the removal cost. Clean aggregate can typically be used as “daily cover” at landfills without incurring a disposal cost. The road gravel may also be used to fortify local driveways and roads, lowering hauling costs but incurring placing and

compaction costs. The hauling costs to a landfill represents an upper limit to costs for disposal of the road gravel.

7. The selected disposal facility (Indian Creek Landfill) is located in Hopedale, Illinois, approximately 19 miles from the project site. Hauling costs to the landfill are estimated to be \$8.02 per ton.
8. Erosion and sediment control along road reflects the cost of silt fence on the downgradient side of the proposed roads. As such, the length of controls has been estimated to be approximately 50% of the road length.
9. Topsoil is required to be stockpiled on site during construction, so no topsoil replacement is expected to replace the road aggregate. Subsoiling cost to decompact roadway areas is estimated as \$89.03 per acre, and tilling to an agriculture-ready condition is estimated as \$158.75 per acre.
10. The selected metal recycling facility (Alter Metal Recycling) is located in Peoria, Illinois, approximately 10 miles from the project site. Hauling costs to the recycling facility are approximately \$0.53 per ton mile, or \$5.34 per ton.
11. Tracker foundation posts are lightweight "I" beam sections installed with a specialized piece of equipment and can be removed with a standard backhoe with an attachment for gripping the piles. We estimate crew productivity at 240 posts per day, resulting in a per post cost of approximately \$15.31. The posts weigh approximately 150 pounds each.
12. It is assumed that the racking structures weigh approximately 15 pounds per linear foot of array. Each solar panel has a width of 44.6 inches. The facility will have approximately 86,670 modules and 345,717 feet of array. The arrays are made of steel pipes; a crew with hand tools can disassemble and cut the pieces to sizes for recycling at a rate of about 1800 pounds per person per hour, or about \$264.23 per ton.
13. The solar panels for this project measure approximately 7.45 feet by 3.72 feet and weigh 71.65 pounds. They can easily be disconnected, removed, and packed by a three-person crew at a rate we estimate at 18 panels per hour.
14. The equipment skids will consist of inverter(s), a transformer, and a panel on a metal frame approximately 30 feet long by 12 feet wide. The skids weigh approximately 37,030 pounds and can be disconnected by a crew of electricians. They must be lifted by a mobile crane for transport to the recycler. They contain copper or aluminum windings.
15. The transformers contain copper windings that have significant salvage value. They are typically oil filled, but most transformer recyclers will accept the transformers with oil. The estimated costs include removal of metal frame and conduits feeding the equipment.
16. Medium voltage (MV) equipment and SCADA equipment are mounted on the same equipment skids as the inverters and transformers, and they are enclosed in weatherproof cabinets. Their size requires light equipment to remove them. The costs for the removal of the pile foundations are included in the "Remove Steel Foundation Posts" estimate.
17. The underground collector system cables are placed in trenches with a minimum of 36 inches of cover in non-prime agricultural land and woody/brushy land, or 60 inches in prime cropland and pastureland. Several cables/circuits are placed side by side in each trench. The conduits and cables can be removed by trenching.
18. Perimeter control pricing is based on silt fence installation around downgradient sides of the project perimeter.
19. Metal salvage prices (steel, aluminum, copper) are based on September 2023 quotes from www.scrapmonster.com for the Midwest Region. Posted prices are three months old. These prices are based on delivery to the recycling facility with the material prepared to meet size, thickness, cleanliness, and other specifications.

20. A reduction of 25% has been taken from all pricing obtained from www.scrapmonster.com to reflect the processing by the contractor to meet the specifications.
21. The salvage value for steel uses pricing from the Midwest United States at \$315 per metric ton, or \$285.76 for U.S. ton.
22. Solar module salvage values are shown in current values, assuming near-new conditions for the first few years of operations. Solar modules are anticipated to degrade at approximately 0.50% per year, or 88% after 25 years. There is currently a robust market for used solar panels. We have assumed that as long as the modules are producing power, they will have economic value. To avoid overestimating the used modules' value, we used pricing of approximately \$0.07 per watt based on a We Recycle Solar quote prepared on October 22, 2020 with 22.5% depreciation after 5 years. Pricing is based on delivery to their facility. For interim decommissioning, resale of used modules will be most cost effective.
23. There is an active market for reselling and recycling electrical transformers and inverters with several national companies specializing in recycling. However, we have assumed that the electrical equipment will be obsolete at the time of decommissioning, so we have based the pricing on a percentage of the weight that reflects the copper windings that can be salvaged. Pricing was used for Copper Transformer Scrap for the Midwest United States, at \$0.34 per pound.
24. The collection lines are priced assuming copper conductor wire for the direct current circuits and aluminum wire for the alternating current circuits. The prices reflect a reduced yield of copper or aluminum resulting from the stripping of insulation and other materials from the wire prior to recycling. The estimate uses the Midwest prices of #2 insulated copper wire with a 50% recovery rate (\$1.24 /pound) and E.C. Aluminum Wire (\$0.99 /pound).
25. Care to prevent damage and breakage of equipment, PV modules, inverters, capacitors, and SCADA must be exercised, but removal assumes unskilled common labor under supervision.

COMMITTEE REPORT

E-23-153

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, the County's Executive Committee recommends to the County Board to approve the attached Intergovernmental Agreement with the City of East Peoria; and

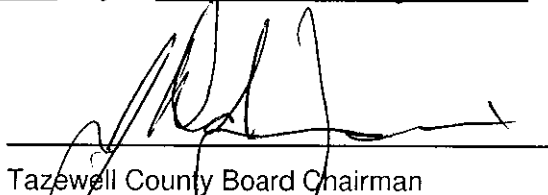
WHEREAS, the agreement is for the purpose of sharing updated digital orthophotography; and

WHEREAS, the City of East Peoria agrees to contribute to the County based on the terms of the attached agreement.

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


BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development and the Supervisor of Assessments of this action;'

Adopted this 15th day of November, 2023.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEVELL AND
THE CITY OF EAST PEORIA, ILLINOIS

WHEREAS, the County of Tazewell, hereafter "County", is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the City of East Peoria, Illinois, hereafter "City", is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the City and County mutually desire to upgrade digital orthophotography; and

WHEREAS, the County previously entered into a two project agreement with Pictometry, the second aerial flight to be completed in 2023 to include all previously received deliverables; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$176,241.00; and

WHEREAS, as result of partnering with other municipalities the County's share of the digital orthophotography project will be \$88,120.50; and

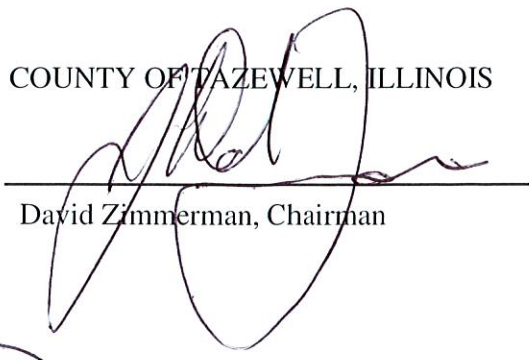
WHEREAS, the City has agreed to partner with the County in the orthophotography acquisition project and share in the reduced costs; and

WHEREAS, of the \$176,120.50 the City has agreed to contribute their share of the cost totaling \$22,155.00 to be paid to the County over a three year period in the amount of \$7,385.00 per year beginning upon project completion and at the time of delivery.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the City of East Peoria, Illinois, agrees as follows:


1. That the foregoing is true, accurate and factual
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect,
3. That the City shall reimburse the County for the City's pro-rata share of the digital orthophotography based upon 9,681 on improved parcels in the amount of \$22,155.00 to be paid over a three year period, beginning upon project completion and at the time of delivery.
4. THIS AGREEIONT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled board meeting on this 15th day of November, 2023, with

COUNTY OF TAZEWELL, ILLINOIS



David Zimmerman, Chairman

ATTEST:




County Clerk
Tazewell County

THIS AGREEMENT approved by the City Council of the City of East Peoria, Illinois at their regularly scheduled council meeting on this 17th day of October, 2023, with

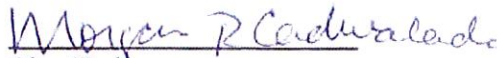
3 Ayes 0 Nays 0 Absent, 0 Abstain, 0 Present

CITY OF EAST PEORIA ILLINOIS



Mayor

ATTEST:



City Clerk
City of East Peoria

5.

RESOLUTION NO. 2324-081

East Peoria, Illinois

2023

RESOLUTION BY COMMISSIONER Hill

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY AND THE COUNTY OF TAZEWELL
FOR AERIAL PHOTOGRAPHY PROJECT

WHEREAS, Tazewell County, Illinois, has entered into a contract with Pictometry International Corp. ("Pictometry") for obtaining upgraded digital orthophotography (aerial photography) for all the area within Tazewell County (the "Aerial Photography Project"); and

WHEREAS, the City of East Peoria (the "City") also seeks to upgrade the digital orthophotography (aerial photography) for all the area within the City to assist with various City project and functions; and

WHEREAS, Tazewell County seeks to partner with the City, along with the other municipalities in Tazewell County, to share in the cost of the Aerial Photography Project, as a benefit to the County and to all of the municipalities located in Tazewell County, and whereby each municipality will contribute the municipality's proportionate share of the cost of the contract with Pictometry; and

WHEREAS, it is in the best interests of the City to work cooperatively with the regional effort coordinated by Tazewell County to acquire upgraded digital orthophotography for the Aerial Photography Project and to enter into an Intergovernmental Agreement with Tazewell County in substantially the form attached hereto as "Exhibit A" and incorporated by reference, to share in the costs of the Project (the "Agreement"), under which the City will contribute \$22,155.00 to the Aerial Photography Project;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT the City's contribution of \$22,155.00 toward the Aerial Photography Project as provided in the Agreement with Tazewell County in substantially the form attached hereto is approved, and the Mayor is hereby authorized and directed to execute the Agreement on behalf of the City together with such changes therein as the Mayor in his discretion deems appropriate; provided, however, that the Agreement shall not be binding upon the City until an executed original thereof has been delivered to Tazewell County.

APPROVED:

Mark E. Hill
Mayor Pro-Tem

ATTEST:

Morgan R. Cadwalader
City Clerk

**COMMITTEE REPORT
E-23-154**

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, the County's Executive Committee recommends to the County Board to approve the attached Intergovernmental Agreement with the City of Washington; and

WHEREAS, the agreement is for the purpose of sharing updated digital orthophotography; and

WHEREAS, the City of Washington agrees to contribute to the County based on the terms of the attached agreement.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development and the Supervisor of Assessments of this action;

Adopted this 15th day of November, 2023.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEWELL
AND THE CITY OF WASHINGTON, ILLINOIS**

WHEREAS, the County of Tazewell, hereafter "County", is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the City of Washington, Illinois, hereafter "City", is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the City and County mutually desire to upgrade digital orthophotography; and

WHEREAS, the County previously entered into a two project agreement with Pictometry, the second aerial flight to be completed in 2023 to include all previously received deliverables; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$176,241.00; and

WHEREAS, as result of partnering with other municipalities the County's share of the digital orthophotography project will be \$88,120.50; and

WHEREAS, the City has agreed to partner with the County in the orthophotography acquisition project and share in the reduced costs; and

WHEREAS, of the \$176,241.00 the City has agreed to contribute their share of the cost totaling \$13,835.00 to be paid to the County upon project completion and at the time of delivery.

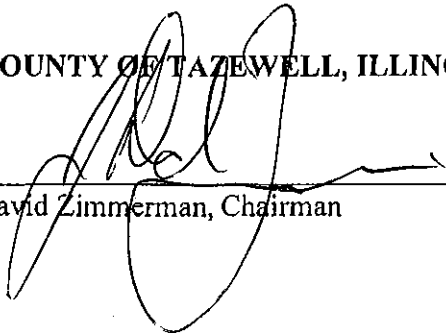
NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the City of Washington, Illinois, agrees as follows:

1. That the foregoing is true, accurate and factual.
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the City shall reimburse the County for the City's pro-rata share of the digital orthophotography based upon 6,044 improved parcels in the amount of \$13,835.00 to be paid upon project completion and at the time of delivery.

THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled Board meeting on this 15th day of November, 2023, with

Ayes, 20 Nays, 1 Absent, Abstain, Present

COUNTY OF TAZEWELL, ILLINOIS



David Zimmerman, Chairman

ATTEST:

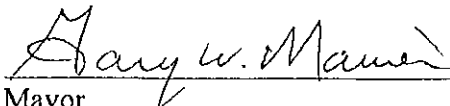


County Clerk
Tazewell County

THIS AGREEMENT, approved by the City Council of the City of Washington, Illinois at their regularly scheduled Council meeting on this 20th day of March, 2023, with

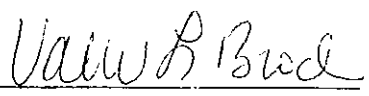
 8 Ayes, 0 Nays, 0 Absent, 0 Abstain, 8 Present

CITY OF WASHINGTON, ILLINOIS



Mayor

ATTEST:



City Clerk
City of Washington

ORDINANCE NO. 3493

(Adoption of this ordinance would approve an Intergovernmental Agreement between the City of Washington and Tazewell County to participate in a countywide orthophotography project)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WASHINGTON AND COUNTY OF TAZEWELL FOR A DIGITAL ORTHOPHOTOGRAPHY PROJECT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. That the Intergovernmental Agreement between the City of Washington and the County of Tazewell for upgraded digital orthophotography, a copy of which is attached hereto as Exhibit A, and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 2. That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Intergovernmental Agreement on behalf of the City of Washington in substantially the form of the document attached hereto as Exhibit A, and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

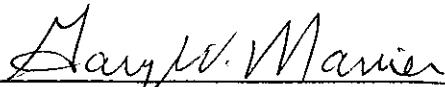
Section 3. That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 4. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this 20th day of March, 2023.

AYES: (8) Adams, Blundy, Brownfield, Butler, Schone, Stevens, Yoder, Dingledine

NAYS: (0)



Mayor

ATTEST:



City Clerk

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEVELL
AND THE CITY OF WASHINGTON, ILLINOIS**

WHEREAS, the County of Tazewell, hereafter “County”, is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the City of Washington, Illinois, hereafter “City”, is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the City and County mutually desire to upgrade digital orthophotography; and

WHEREAS, the County previously entered into a two project agreement with Pictometry, the second aerial flight to be completed in 2023 to include all previously received deliverables; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$176,241.00; and

WHEREAS, as result of partnering with other municipalities the County's share of the digital orthophotography project will be \$88,120.50; and

WHEREAS, the City has agreed to partner with the County in the orthophotography acquisition project and share in the reduced costs; and

WHEREAS, of the \$176,241.00 the City has agreed to contribute their share of the cost totaling \$13,835.00 to be paid to the County upon project completion and at the time of delivery.

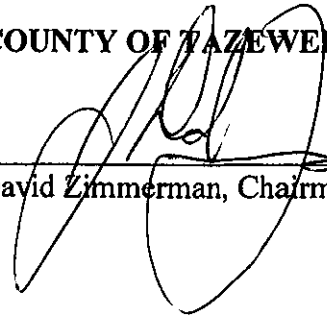
NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the City of Washington, Illinois, agrees as follows:

1. That the foregoing is true, accurate and factual.
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the City shall reimburse the County for the City's pro-rata share of the digital orthophotography based upon 6,044 improved parcels in the amount of \$13,835.00 to be paid upon project completion and at the time of delivery.

THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled Board meeting on this 15th day of November, 2023, with

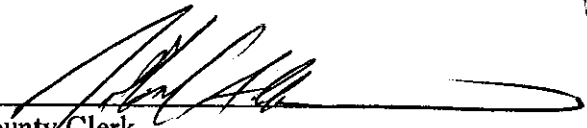
Ayes, 20 Nays, 1 Absent, Abstain, Present

COUNTY OF TAZEWELL, ILLINOIS



David Zimmerman, Chairman

ATTEST:

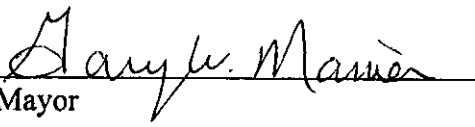


County Clerk
Tazewell County

THIS AGREEMENT, approved by the City Council of the City of Washington, Illinois at their regularly scheduled Council meeting on this 20th day of March, 2023, with

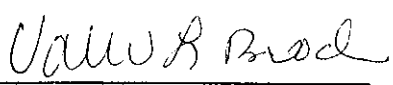
8 Ayes, 0 Nays, 0 Absent, 0 Abstain, 8 Present

CITY OF WASHINGTON, ILLINOIS



Mayor

ATTEST:



City Clerk
City of Washington

(Adoption of this ordinance would approve an Intergovernmental Agreement between the City of Washington and Tazewell County to participate in a countywide orthophotography project)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WASHINGTON AND COUNTY OF TAZEWELL FOR A DIGITAL ORTHOPHOTOGRAPHY PROJECT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. That the Intergovernmental Agreement between the City of Washington and the County of Tazewell for upgraded digital orthophotography, a copy of which is attached hereto as Exhibit A, and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 2. That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Intergovernmental Agreement on behalf of the City of Washington in substantially the form of the document attached hereto as Exhibit A, and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

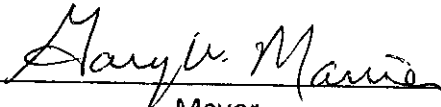
Section 3. That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 4. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this 20th day of March, 2023.

AYES: (8) Adams, Blundy, Brownfield, Butler, Schone, Stevens, Yoder, Dingleline

NAYS: (0)



Mayor

ATTEST:



City Clerk

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEWELL
AND THE CITY OF WASHINGTON, ILLINOIS**

WHEREAS, the County of Tazewell, hereafter “County”, is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the City of Washington, Illinois, hereafter “City”, is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the City and County mutually desire to upgrade digital orthophotography; and

WHEREAS, the County previously entered into a two project agreement with Pictometry, the second aerial flight to be completed in 2023 to include all previously received deliverables; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$176,241.00; and

WHEREAS, as result of partnering with other municipalities the County’s share of the digital orthophotography project will be \$88,120.50; and

WHEREAS, the City has agreed to partner with the County in the orthophotography acquisition project and share in the reduced costs; and

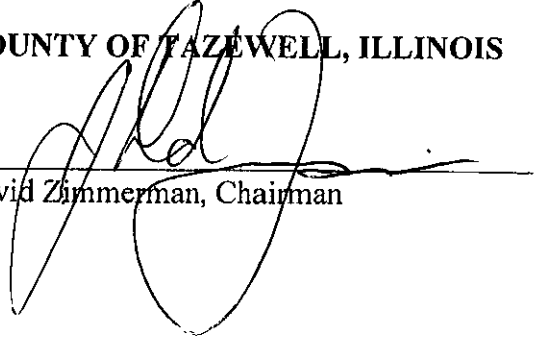
WHEREAS, of the \$176,241.00 the City has agreed to contribute their share of the cost totaling \$13,835.00 to be paid to the County upon project completion and at the time of delivery.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the City of Washington, Illinois, agrees as follows:

1. That the foregoing is true, accurate and factual.
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the City shall reimburse the County for the City’s pro-rata share of the digital orthophotography based upon 6,044 improved parcels in the amount of \$13,835.00 to be paid upon project completion and at the time of delivery.

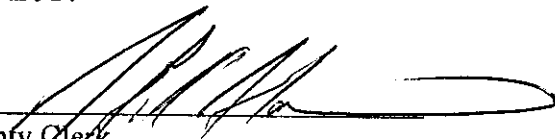
THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled Board meeting on this _____ day of _____, 2023, with

Ayes, _____ Nays, _____ Absent, _____ Abstain, _____ Present _____

COUNTY OF TAZEWEILL, ILLINOIS


David Zimmerman, Chairman

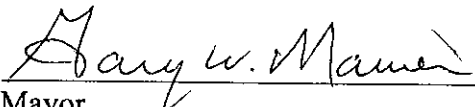
ATTEST:



County Clerk
Tazewell County

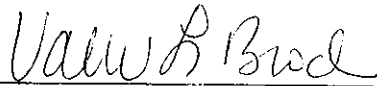
THIS AGREEMENT, approved by the City Council of the City of Washington, Illinois at their regularly scheduled Council meeting on this 20th day of March, 2023, with

8 Ayes, 0 Nays, 0 Absent, 0 Abstain, 8 Present

CITY OF WASHINGTON, ILLINOIS


Mayor

ATTEST:



City Clerk
City of Washington

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Amy McClanahan of 2970 Sheridan Road, Pekin, IL to the Zoning Board of Appeals for a term commencing December 1, 2023 and expiring November 30, 2028.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Amy McClanahan to the Zoning Board of Appeals and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Amy McClanahan to the Zoning Board of Appeals.


The County Clerk shall notify the County Board Office and Community Development.

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Don Vaughn of PO Box 298, Delavan, IL to the Zoning Board of Appeals for a term commencing December 1, 2023 and expiring November 30, 2028.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Don Vaughn to the Zoning Board of Appeals and we recommend said reappointment be approved.

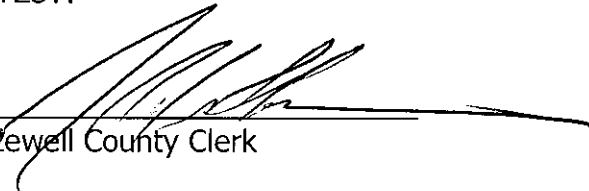
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Don Vaughn to the Zoning Board of Appeals.

The County Clerk shall notify the County Board Office and Community Development.

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Duane Lessen of 2346 Delavan Rd, Road, Delavan, IL 61734 to the Zoning Board of Appeals for a term commencing December 1, 2023 and expiring November 30, 2028.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Duane Lessen to the Zoning Board of Appeals and we recommend said reappointment be approved.

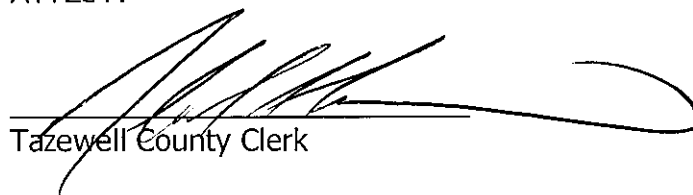
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Duane Lessen to the Zoning Board of Appeals.

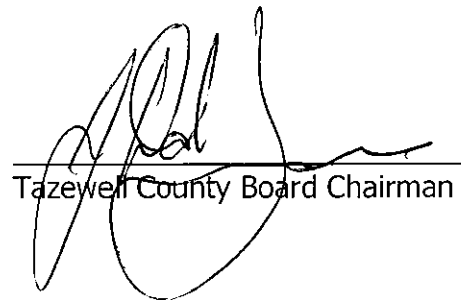
The County Clerk shall notify the County Board Office and Community Development.

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Todd Bong of 317 N Sampson Street, Tremont, IL to the Zoning Board of Appeals for a term commencing December 1, 2023 and expiring November 30, 2028.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Todd Bong to the Zoning Board of Appeals and we recommend said reappointment be approved.


RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Todd Bong to the Zoning Board of Appeals.


The County Clerk shall notify the County Board Office and Community Development.

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Samuel Miller of 26102 Schuck Rd. Washington, IL 61571 to the Zoning Board of Appeals for a term commencing December 1, 2023 and expiring November 30, 2028.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Samuel Miller to the Zoning Board of Appeals and we recommend said reappointment be approved.

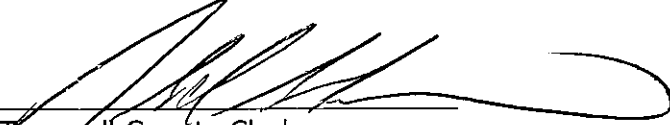
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Samuel Miller to the Zoning Board of Appeals.

The County Clerk shall notify the County Board Office and Community Development..

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Lori Prater of 2229 Mar Vista Drive, Washington, Illinois 61571 to the Northern Tazewell Fire Department board for a term commencing November 15, 2023 and expiring April 30, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Lori Prater to the Northern Tazewell Fire Department board and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Lori Prater to the Northern Tazewell Fire Department board.

The County Clerk shall notify the County Board Office and Mark F. Rossi Law Office.

PASSED THIS 15th DAY OF NOVEMBER, 2023.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

October 8, 2023

Dear Tazewell County Board,

My name is Lori (Black) Prater. I would like to serve on the Northern Tazewell Fire Department (N.T.F.D.) Board. I have lived in the Sunnyland area all but two months of my 64 years. I have two children. Tanya is 43 and Justin is 37. I was married for 35 years until my husband passed away ten years ago.

I attended Saint Patrick's Grade School 1st-8th and WCHS 9th-12th. I also attended ICC for 2 years. I am currently working at District 50 Schools and Country Financial. I have worked at the school in different capacities for over 32 years. I am currently a part-time para and a part-time RTI instructor. I am serving as the treasurer for our school union and have for over 20 years, which includes negotiating contracts. I also work at Country Financial for Pat Sams. I have been with Country for over nine years. I work as an assistant to Pat.

I served on the Northern Tazewell Recreation Board for over 35 years serving in many capacities. The last 26 years I served as the adult coed and women's softball director. I retired from the board in 2021, although I still help out whenever and wherever I'm needed. I served as a Girl Scout Leader for 9 years. I also handled cookie sales for our Local and for two of those years served as the district cookie representative. (Fun fact-I used the Firehouse for the delivery of ALL the cookies for the area. It took an entire bay to get all the cookies in.)

I would like to serve on the NTFD Board so that I may be a part of the great group of people who will make decisions concerning the services they provide to Sunnyland. I grew up in that firehouse. My dad was on the fire department for over 20 years and was one of the first EMT's. He taught first aid classes and also taught arson classes. Later in his life he served on the Board as well.

I would love to follow in his footsteps and continue to support our community. I was taught the value of volunteering from my dad and mom, and I strongly believe I would be a valuable asset to the NTFD board. Thank you for considering me.

Sincerely,

A handwritten signature in black ink that reads "Lori Prater". The signature is written in a cursive style with a horizontal line extending from the end of the name.

Lori Prater

PRATER, LORI LYNNE
2229 MAR VISTA DR
WASHINGTON IL 61571

COMMITTEE REPORT
LU-23-21
(ZBA Case No. 23-57-S)

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 following review of the ZBA report and a findings of fact thereon as provided by law, your said Committee recommends that the petition for said Special Use be DENIED by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board APPROVE this petition;

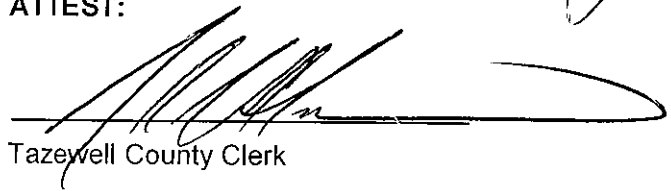
NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notify Jaclynn Workman, the Tazewell County Community Development Administrator of this action.

Adopted this 15th day of November, 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 TAZEWell COUNTY
ON PETITION OF EDPR NA DG ILLINOIS DEVELOPMENT, LLC**

(Zoning Board Case No. 23-57-S)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, by EDPR NA DG Illinois Development, LLC for a Special Use to allow the construction of a 4.95 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- 57-S was held by the Tazewell County Zoning Board of Appeals on November 1, 2023, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval with the following conditions:

1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).
2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease 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.
3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
4. Vegetative screening, such as a species of pine tree, shall be 3-5' at planting as proposed in the application and in any other location as determined desirable by the Community Development Administrator; 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 approval for the construction of a 4.95 megawatt solar farm facility. This proposed special use is a permitted special use with an A1 district according to Tazewell County Zoning Code and according to the project site plan, incorporates all necessary setbacks. Therefore, the proposed special use conforms to Tazewell County's 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.* (POSITIVE) The Tazewell County Comprehensive Plan identifies a need to support nontraditional agricultural activities to provide supplementary income to farmers to support the financial viability of farms. The plan specifically identifies wind farms but solar farms can also provide a supplementary income, therefore the proposed special use is consistent with the comprehensive plan. The proposed site is located within 1.5 miles of the City of Washington's planning jurisdiction and does not conflict with the goals of their comprehensive plan.

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.*

(POSITIVE) To minimize any visual impacts to the adjacent properties, the project will only develop 30 acres of the 78-acre parcel. The 30 acres that will be developed is located to the northern side of the parcel which is surrounded by farmland. The project area will also have landscape screening at the perimeter further limiting any visual impacts to the residential properties adjacent to the southern side of the parcel.

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.*

(POSITIVE) The proposed special use will not create off-site odors, vibrations, noise, smoke, or debris. The landscape screening, location, and size of the project area on the parcel, further ensures that the proposed special use will not be detrimental to the public health and general welfare of the neighboring vicinity.

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.*

(POSITIVE) Both the Tazewell County Zoning Code and the State of Illinois identify solar farms as a permitted special use within agricultural districts. Alignment with the code and the added design features such as the landscape screening and 73 ft setback from the parcel boundary minimize any adverse effects to the enjoyment of the properties in the immediate vicinity.

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

(POSITIVE) There is no evidence that consistently guarantees that the development of a solar farm will diminish property values for there are studies that support and refute this claim. But efforts to mitigate impacts to property values are being made such as following the Tazewell County Code, State of Illinois regulations, adding landscape screening, and situating the project area to have approximately 1000 ft separation from the nearest dwelling.

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

(POSITIVE) Per the applicant the project site plans include all necessary access roads, drainage, and necessary facilities for the project. The applicant is also in the process of

obtaining an Interconnection Agreement to establish a connection to Ameren's Illinois Jefferson Substation.

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) Per the applicant the project site plan has a proposed access point. The applicant is also in communication with Washington Township Road Commissioner to ensure the design of the access road is optimally located, with ease of traffic congestion, safety, and drainage patterns are in mind. The applicant will also coordinate with the Washington Township Road Commissioner on potential traffic plans or mitigation during the construction phase.

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 property in question does contain soil that is prime for agriculture, but the project area will only develop 30 acres of the 78-acre parcel. The remaining 48 acres could still be used for agricultural purposes. The life expectancy of the project is a between 25 to 35 years, after which the 30 acres of the project site can be reverted to farmland.

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

(POSITIVE) The general area surrounding the property in question is agricultural land. According to Tazewell County Zoning Code, the construction of a solar farm is a permitted special use within an agricultural district therefore the proposed special use is consistent with the existing uses in the general area.

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

(Positive) The property in question is zoned A-1 which permits the construction of a solar farm as a special use. According to the site plans the proposed special use conforms to the regulations set by Tazewell County and the State of Illinois. Therefore, the property in question is suitable for the proposed special use.

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

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

SECTION I. The petition of EDPR NA DG Illinois Development, LLC for a Special Use to allow the construction of a 4.95 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District on the following described property:

Current Owner of Property: Vann S. & Suzanne E. Parkin, Co-Trustees of the David E. & Bessie Etoy Hager Trust, 7655 Brickyard Hill Rd., Worden, IL 62097

Currently a part of P.I.N. 02-02-25-300-003; an approximate 30+/- acres to be utilized of a 78 acre parcel located in part of E ½ of the SW ¼ of Sec 25, T26N, R3W of the 3rd P.M., Washington Twp., Tazewell Co., IL;

located in a field along the N side of Irish Ln. approximately ½ mile E of the intersection of Irish Ln. and Washington Rd. (Co. Hwy 3), Washington, IL is hereby granted with the following conditions:


1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).

- 2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease 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.
- 3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
- 4. Vegetative screening, such as a species of pine tree, shall be 3-5' at planting as proposed in the application and in any other location as determined desirable by the Community Development Administrator.

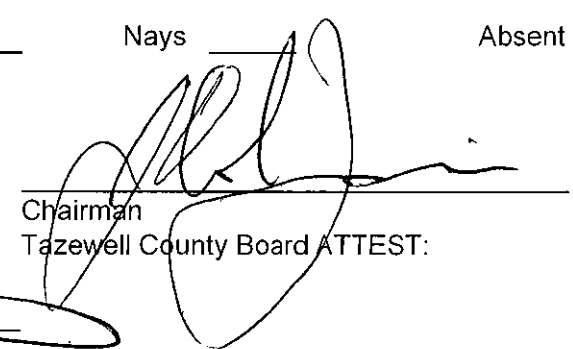
SECTION II. The Community Development Administrator of Tazewell County is hereby authorized and directed to issue any permit for said Special Use.

PASSED AND ADOPTED this 15th day of November, 2023.

Ayes 12 9 Nays _____ Absent _____










 County Clerk
 Tazewell County, Illinois



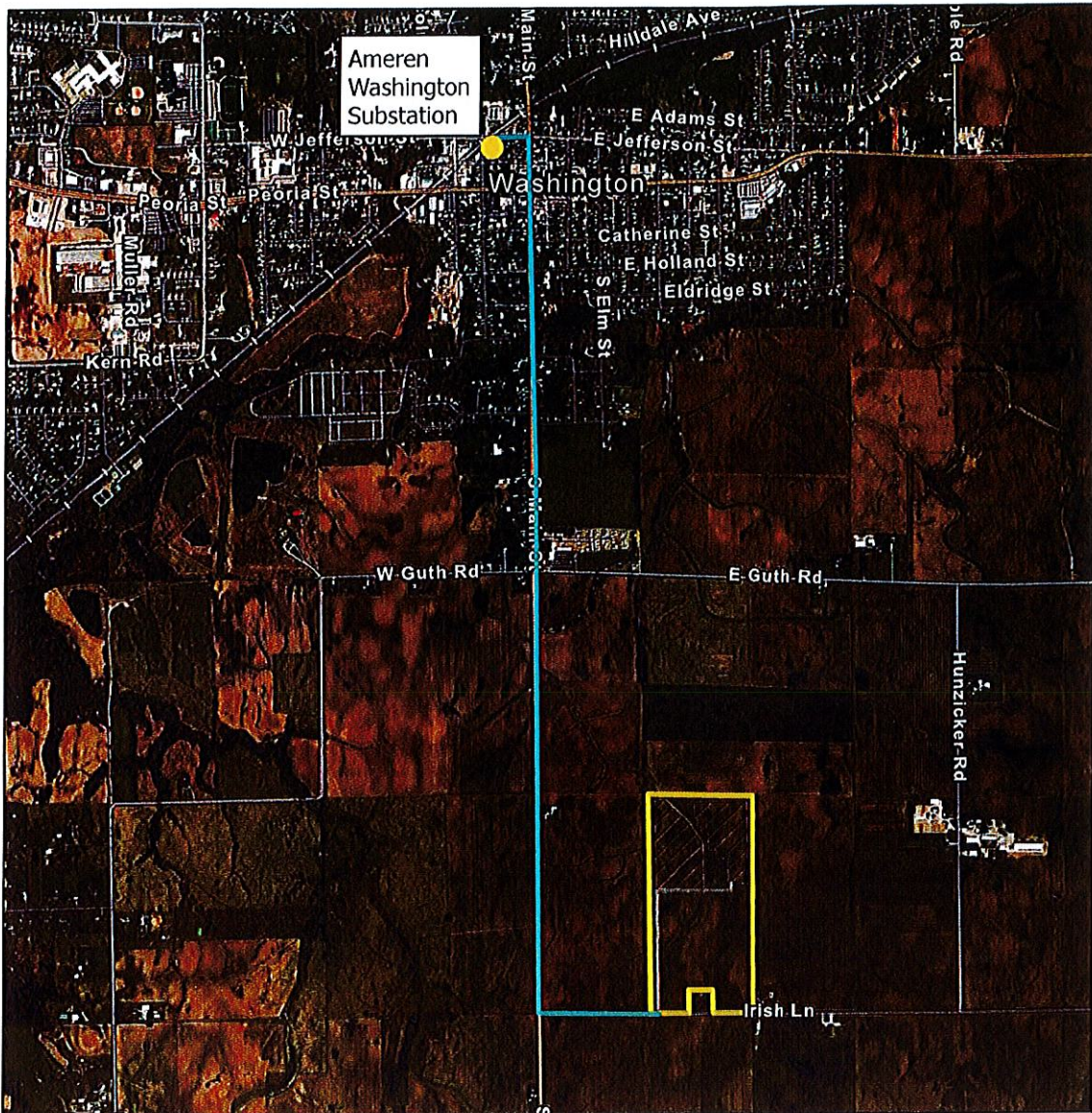
 Chairman
 Tazewell County Board ATTEST:







SITE PLAN

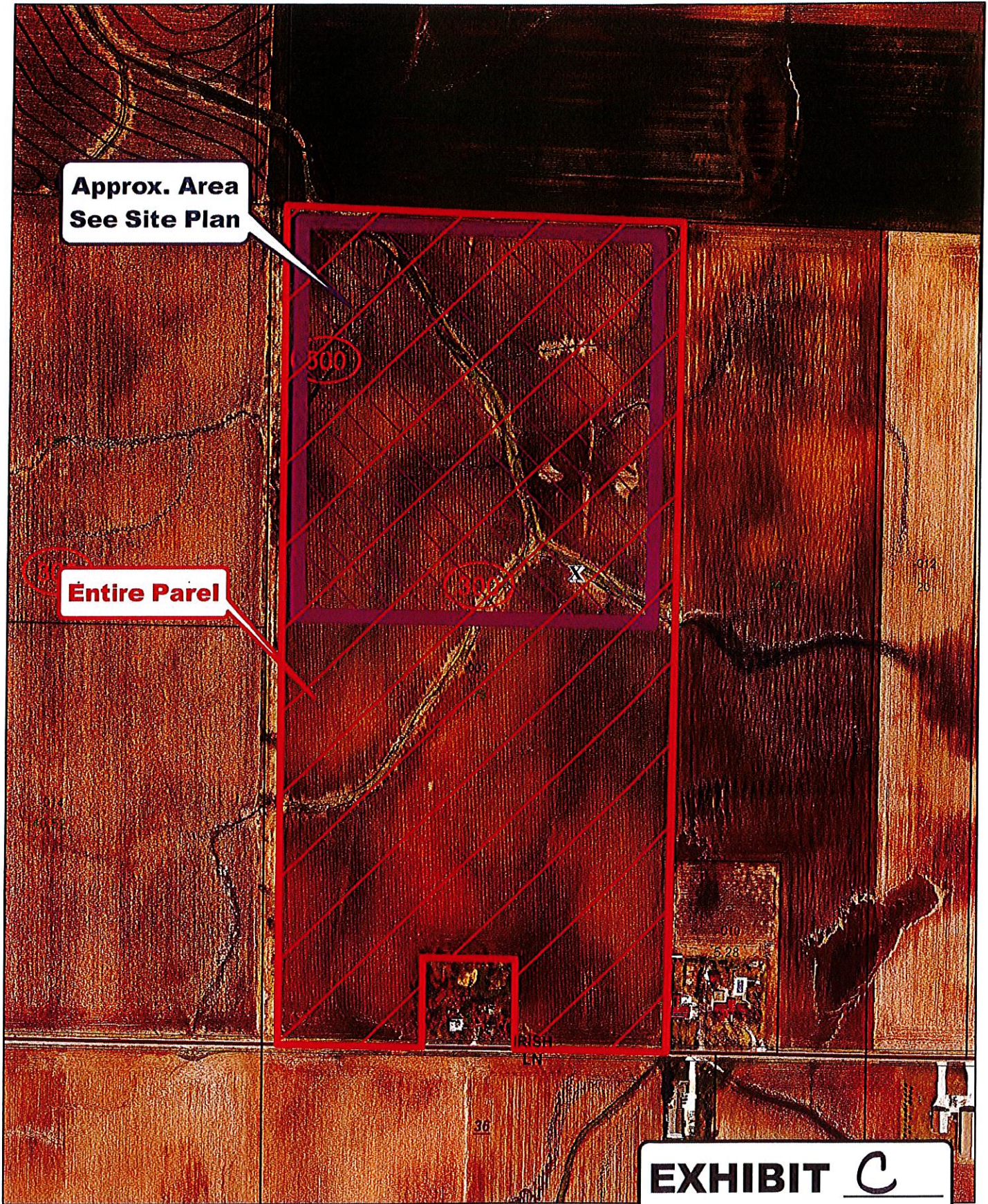


<p>LEGEND</p> <ul style="list-style-type: none">  7FT AG FENCE  SOLAR FACILITY AREA  ACCESS ROAD  PROPERTY BOUNDARY  TAZEWELL COUNTY PROPERTY LINES 	<p>N</p>  <p>0 200 400 800</p> <p>Feet</p> 	<p>VANN PARKIN 1</p> <p>-----</p> <p>TAZEWELL COUNTY, ILLINOIS</p>
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SITE PLAN



<p>LEGEND</p> <ul style="list-style-type: none">  SOLAR FACILITY AREA  ACCESS ROAD  PROPERTY BOUNDARY  POLYLINES 	<p>N</p>  <p>0 500 1,000 2,000 Feet</p> 	<p>VANN PARKIN 1</p> <p>-----</p> <p>TAZEWELL COUNTY, ILLINOIS</p>
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**Approx. Area
See Site Plan**

Entire Parcel

EXHIBIT C



0 112.5 225 450 675 900 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

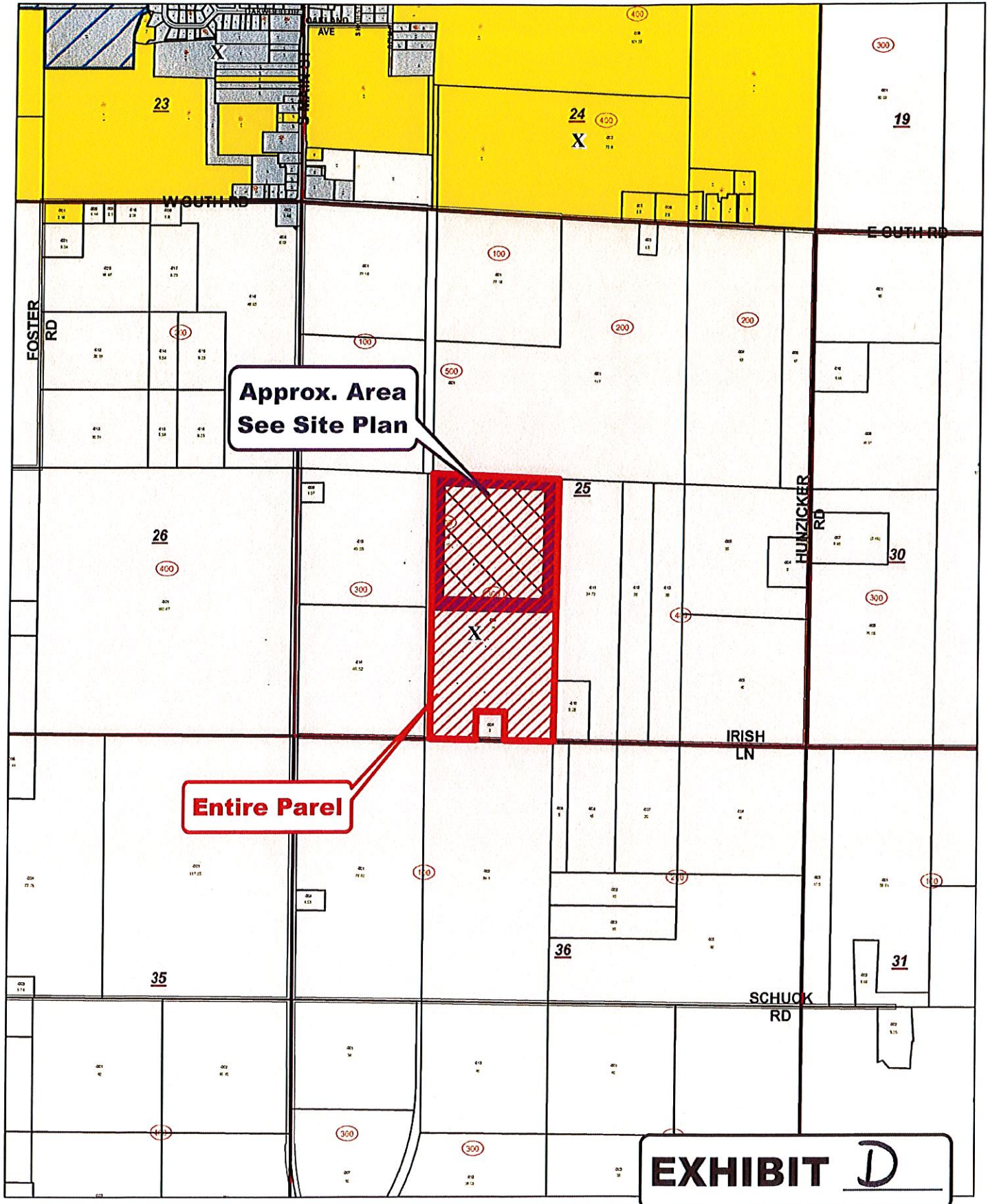


EXHIBIT D



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

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

Woodford County

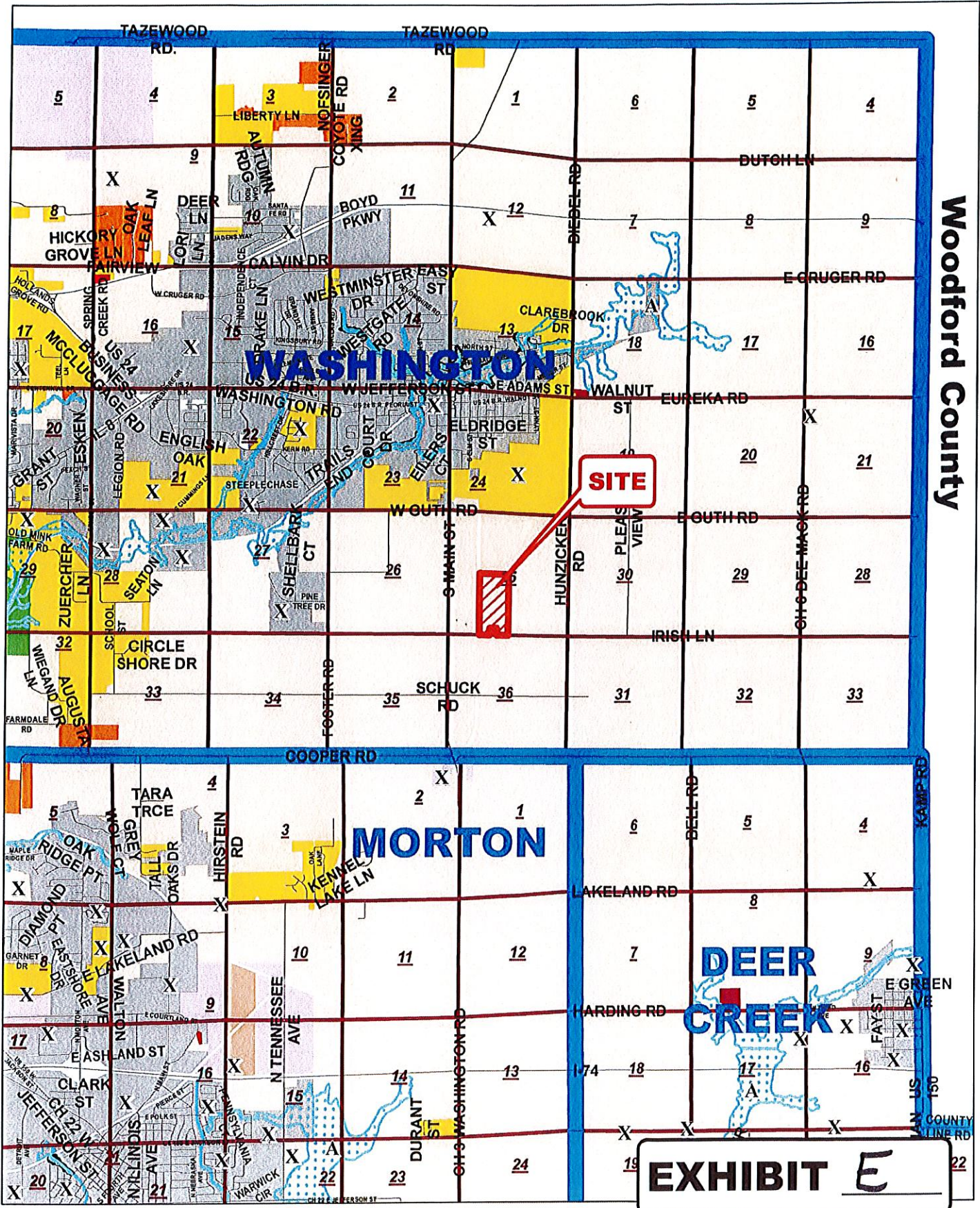
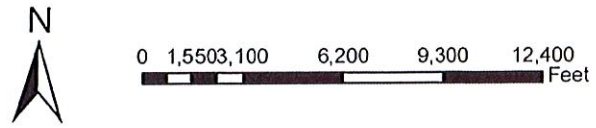


EXHIBIT E



Zoning District

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

**COMMITTEE REPORT
LU-23-22
(ZBA Case No. 23-58-S)**

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 following review of the ZBA report and a findings of fact thereon as provided by law, your said Committee recommends that the petition for said Special Use be DENIED by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board APPROVE this petition;

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

Adopted this 15th day of November, 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 TAZEWEILL COUNTY
ON PETITION OF EDPR NA DG ILLINOIS DEVELOPMENT, LLC**

(Zoning Board Case No. 23-58-S)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, by EDPR NA DG Illinois Development, LLC for a Special Use to allow the construction of a 4.95 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- 58-S was held by the Tazewell County Zoning Board of Appeals on November 1, 2023, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval with the following conditions:

1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).
2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease 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.
3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
4. Vegetative screening, such as a species of pine tree, shall be 3-5' at planting as proposed in the application and in any other location as determined desirable by the Community Development Administrator; 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 approval for the construction of a 4.95 megawatt solar farm facility. This proposed special use is a permitted special use with an A1 district according to Tazewell County Zoning Code and according to the project site plan, incorporates all necessary setbacks. Therefore, the proposed special use conforms to Tazewell County's 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.*

(POSITIVE) The Tazewell County Comprehensive Plan identifies a need to support nontraditional agricultural activities to provide supplementary income to farmers to support the financial viability of farms. The plan specifically identifies wind farms but solar farms can also provide a supplementary income, therefore the proposed special use is consistent with the comprehensive plan. The proposed site is located within 1.5 miles of the Village of Morton's planning jurisdiction and does not conflict with the goals of their comprehensive plan.

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.*

(POSITIVE) To minimize any visual impacts to the adjacent properties, the project will only develop 30 acres of the 175-acre parcel. The 30 acres that will be developed is located to the southern side of the parcel which is surrounded mostly by farmland. The project area

will also have landscape screening at the perimeter further limiting any visual impacts to the nearby residential property adjacent to the southern side of the parcel.

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.*

(POSITIVE) The proposed special use will not create off-site odors, vibrations, noise, smoke, or debris. The landscape screening, location, and size of the project area on the parcel, further ensures that the proposed special use will not be detrimental to the public health and general welfare of the neighboring vicinity.

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.*

(POSITIVE) Both the Tazewell County Zoning Code and the State of Illinois identify solar farms as a permitted special use within agricultural districts. Alignment with the code by following the required setbacks and the added design feature such as the landscape screening minimize any adverse effects to the enjoyment of the properties in the immediate vicinity.

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

(POSITIVE) There is no evidence that consistently guarantees that the development of a solar farm will diminish property values for there are studies that support and refute this claim. But efforts are being made to mitigate impacts to property values such as following the Tazewell County Zoning Code, State of Illinois regulations, adding a landscape buffer, and locating the project area to the southern side of the parcel providing the maximum separation from nearby properties.

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

(POSITIVE) Per the applicant the project site plans include all necessary access roads, drainage, and necessary facilities for the project. The applicant is also in the process of obtaining an Interconnection Agreement to establish a connection to Ameren's Illinois Southwood Substation.

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) Per the applicant the project site plan has a proposed access point. The applicant is also in communication with Morton Township Road Commissioner to ensure the design of the access road is optimally located, with ease of traffic congestion, safety, and drainage patterns in mind. The applicant will also coordinate with the Washington Township Road Commissioner on potential traffic plans or mitigation during the construction phase.

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 property in question does contain soil that is prime for agriculture, but the project area will only develop 30 acres of the 175-acre parcel. The remaining 145 acres could still be used for agricultural purposes. The life expectancy of the project is a between 25 to 35 years, after which the 30 acres of the project site can be reverted to farmland.

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

(POSITIVE) The general area surrounding the property in question is agricultural land. According to Tazewell County Zoning Code, the construction of a solar farm is a permitted special use within an agricultural district therefore the proposed special use is consistent with the existing uses in the general area.

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

(Positive) The property in question is zoned A-1 which permits the construction of a solar farm as a special use. According to the site plans the proposed special use conforms to the regulations set by Tazewell County and the State of Illinois. Therefore, the property in question is suitable for the proposed special use.

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

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

SECTION I. The petition of EDPR NA DG Illinois Development, LLC for a Special Use to allow the construction of a 4.95 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District on the following described property:

Current Owner of Property: Vann S. & Suzanne E. Parkin, Co-Trustees of the David E. & Bessie Etoy Hager Trust, 7655 Brickyard Hill Rd., Worden, IL 62097

Currently a part of P.I.N. 02-02-25-300-003; an approximate 30+/- acres to be utilized of a 78 acre parcel located in part of E ½ of the SW ¼ of Sec 25, T26N, R3W of the 3rd P.M., Washington Twp., Tazewell Co., IL;

located in a field along the N side of Irish Ln. approximately ½ mile E of the intersection of Irish Ln. and Washington Rd. (Co. Hwy 3), Washington, IL is


hereby granted with the following conditions:

1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).
2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease 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.
3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
4. Vegetative screening, such as a species of pine tree, shall be 3-5' at planting as proposed in the application and in any other location as determined desirable by the Community Development Administrator.

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 15th day of November, 2023.

12 Ayes 9 Nays _____ Absent



 Chairman
 Tazewell County Board

ATTEST:



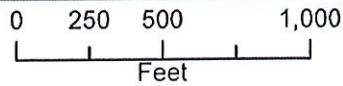
 County Clerk
 Tazewell County, Illinois

SITE PLAN



LEGEND

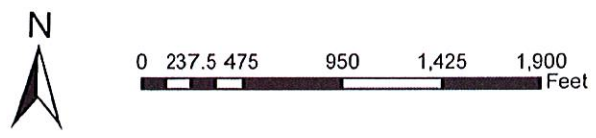
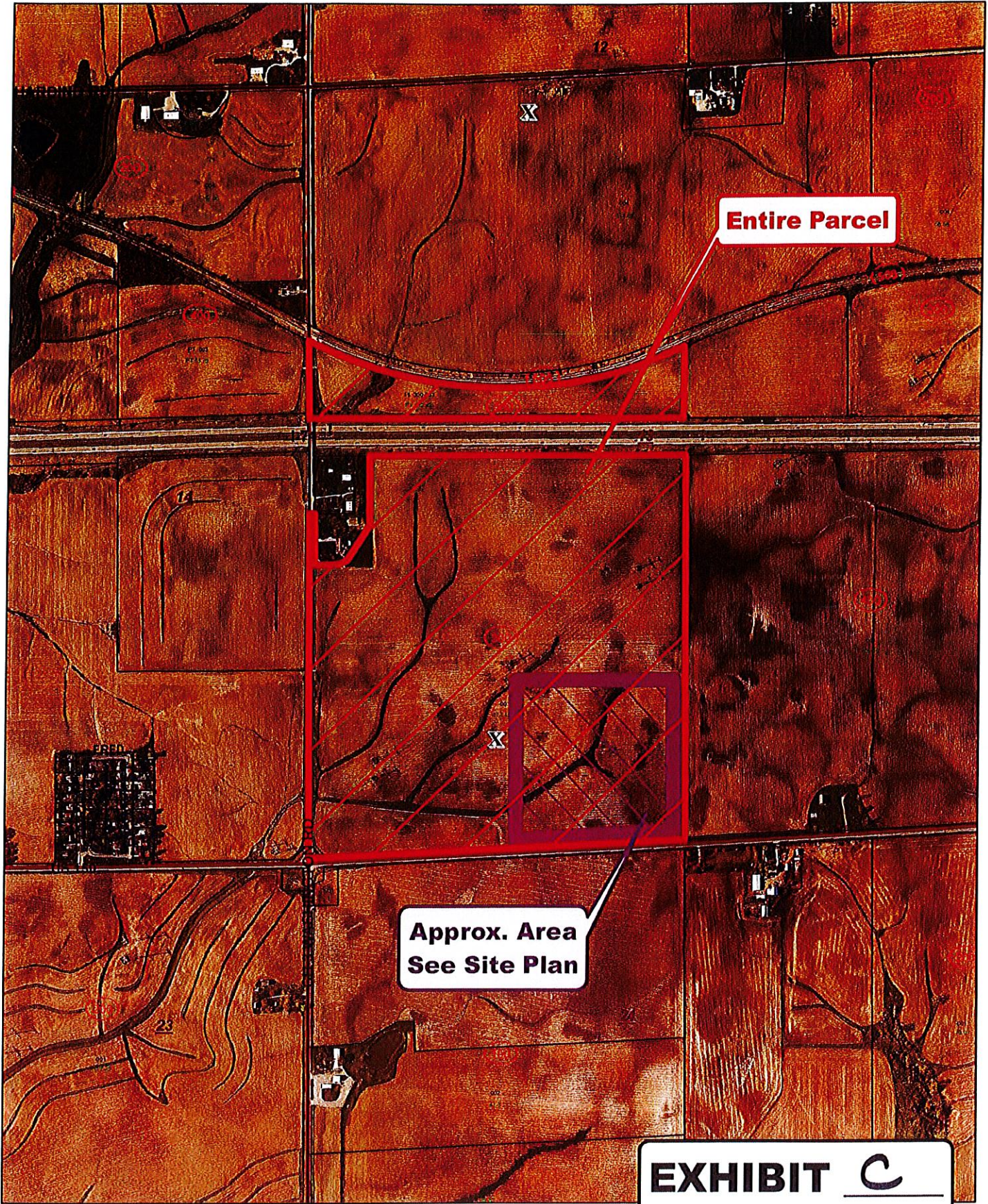
- PROPERTY BOUNDARY
- 7FT HIGH AG FENCE
- SOLAR FACILITY AREA
- ACCESS ROAD
- TAZEWELL COUNTY PARCELS

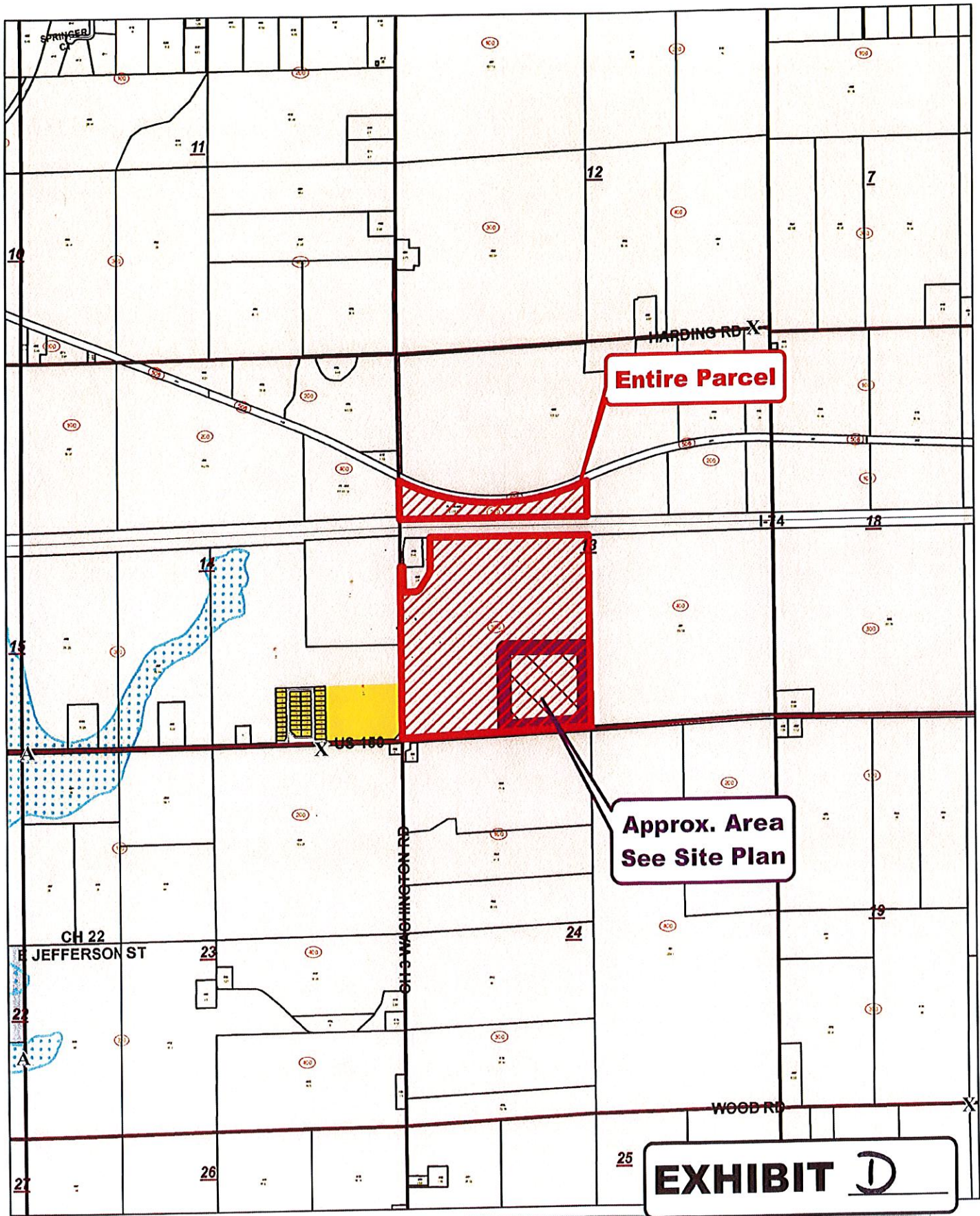


VANN PARKIN 2
SOLAR PROJECT

TAZEWELL
COUNTY, ILLINOIS

EXHIBIT A
Revised !!





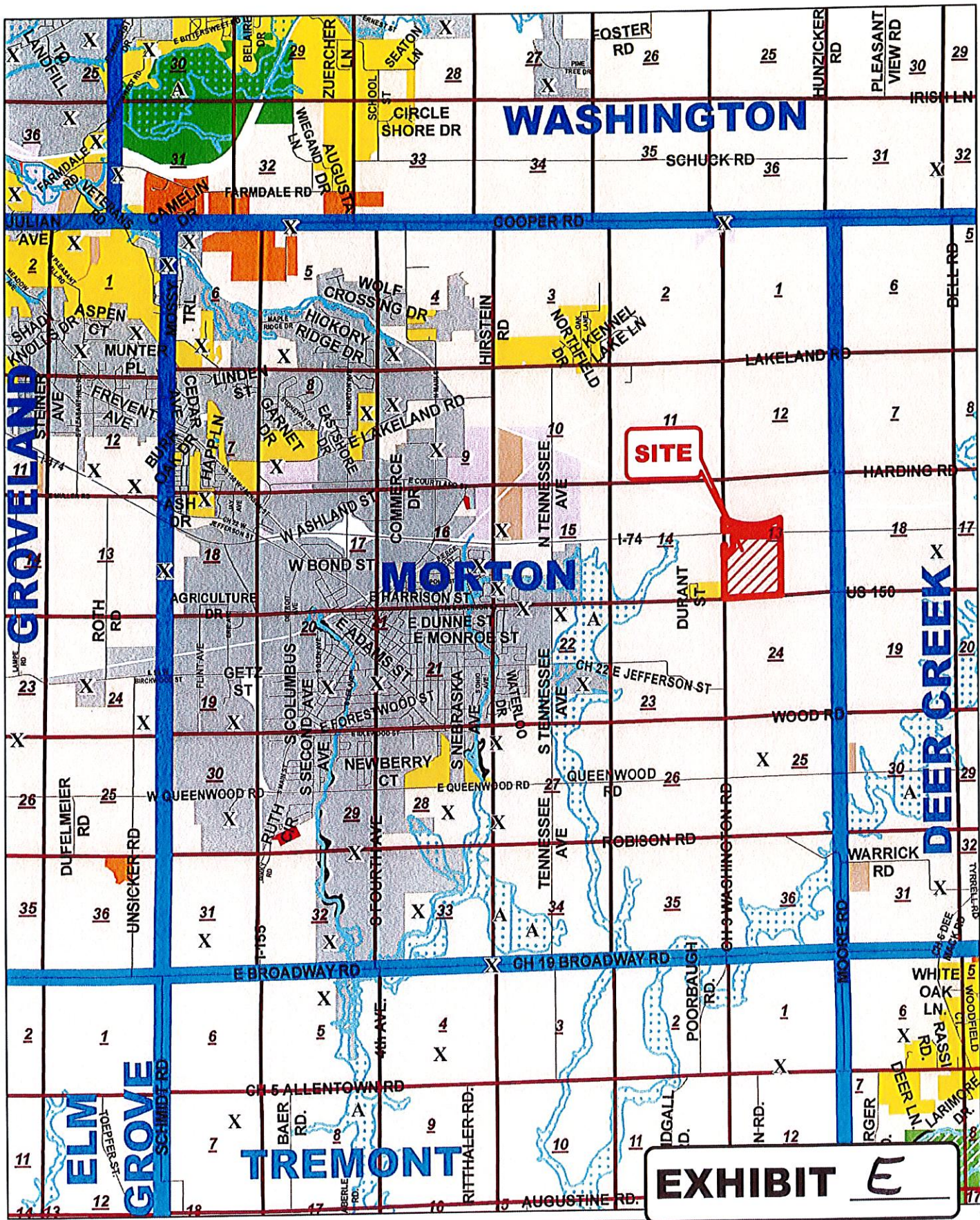
Entire Parcel

Approx. Area See Site Plan

EXHIBIT D



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



SITE

EXHIBIT E



0 1,500, 3,000 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