

# Tazewell County Board

Wednesday, January 31, 2024

David Zimmerman, Chairman of the Board

Michael Harris, Vice-Chairman of the Board



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# TAZEWELL COUNTY BOARD

James Carius Community Room  
101 S. Capitol Street  
Pekin, Illinois 61554

Wednesday, January 31, 2024 - 6:00 p.m.

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

- A. Roll Call
- B. Invocation and Pledge of Allegiance
- C. Communications from members of the public and county employees
- D. Communications from elected and appointed county officials
- E. Presentation: Tazewell County Resource Center – Jamie Durdel, President & CEO
- F. Approve the minutes of the November 15, 2023 and December 21, 2023 County Board Proceedings
- G. Consent Agenda:

## **Health Services**

- HS-24-01            1.     Approve agreement with City of Washington for Animal Control Services
- HS-24-02            2.     Approve agreement with City of Delavan for Animal Control Services
- HS-24-03            3.     Approve agreement with Village of South Pekin for Animal Control Services
- HS-24-04            4.     Approve agreement with Village of Mackinaw for Animal Control Services
- HS-24-05            5.     Approve agreement with City of East Peoria for Animal Control Services
- HS-24-06            6.     Approve agreement with City of Pekin for Animal Control Services

## **Land Use**

- LU-24-01            7.     Approve Case No. 22-37-S – Nexamp Solar – Class A – SU – Sand Prairie Twp.

## **Transportation**

- T-24-01 8. Approve Resolution for Tandem Axle Dump Body
- T-24-02 9. Approve Resolution for 21-00000-06-MG – Shop – BLR 09110
- T-24-03 10. Approve Resolution for 23-08126-00-BR – Country Club Drive – BLR 05530

## **Property**

- P-24-01 11. Approve amendment to Lease Agreement with Proctor Health Systems to Amend Commencement Date

## **Finance**

- F-24-01 12. Approve the proposal from Zobrio for Abila MIP and Zobrio Cash Management renewal
- F-24-02 13. Approve replacement purchase of a squad car funded by Risk Management
- F-24-03 14. Approve budget transfers for Health Department for FY23
- F-24-04 15. Approve FY24 budget transfer for National Opioid Settlement Fund
- F-23-41-2 16. Approve County Recorder fees

## **Human Resources**

- HR-24-01 17. Approve the salary for the Chief Public Defender
- HR-24-02 18. Approve the salary for the Sheriff
- HR-24-04 19. Approve health plan changes and additions
- HR-24-05 20. Approve creation of position of Substance Use Disorder Counselor
- HR-24-06 21. Approve Service Award Certificates for FY23

## **Risk**

- RM-24-01 22. Approve First Amendment to Broker Services Agreement with Envision Insurance Group

## **Executive**

- E-24-07 23. Approve County Delinquent Tax Sale resolution
- E-24-08 24. Approve the updated Tri-County Multi-Jurisdictional Natural Hazards Mitigation Plan

- E-24-09            25.    Approve Construction Change Order for CDBG RLF Closeout Grant 18-248591 from Bishop Bros.
- E-24-10            26.    Approve per diems for Member Russ Crawford
- E-24-12            27.    Approve emergency declaration for cyber insurance and insurance premiums
- E-24-13            28.    Approve payment for contractual services for the Community Development Block Grant Revolving Loan Closeout – Buildings, Grant #18-248591 per contractual agreement with Bishop Bros.
- E-24-14            29.    Approve agreement with Greater Peoria Economic Development Council
- E-24-18            30.    Approve Intergovernmental Agreement with the Village of Morton to share updated digital orthophotography
- E-24-19            31.    Approve the sixteenth invoice from Kenyon & Associates for Community Development Block Grant Revolving Loan Closeout – Buildings, Grant #18-248591
- E-24-20            32.    Approve Catmint Solar, LLC’s Decommissioning Plan
- E-24-21            33.    Approve 1st quarter 2024 payment to Greater Peoria Economic Development Council
- E-24-22            34.    Approve payment for contractual services for the Community Development Block Grant Revolving Loan Closeout – Accessibility Improvements, Grant #18-248592 per contractual agreement with Knapp Concrete Contractors, Inc.
- E-24-25            35.    Approve invoice from Greater Peoria Economic Development Council for CDBG RLF Closeout – Sidewalks
- E-24-26            36.    Approve invoice from Greater Peoria Economic Development Council for CDBG RLF Closeout – Buildings
- E-24-27            37.    Approve support of Village of Tremont TIF Extension
- E-24-28            38.    Approve acceptance of resignation of District 2 County Board member
- E-24-30            39.    Approve emergency declaration for statement of work from CFC Response, Inc., for cyber incident

**Appointments and Reappointments**

- E-24-01            40.    Appointment of Nicole Jones as the Supervisor of Assessments
- E-24-02            41.    Reappointment of Steve Leitch to the Emergency Telephone Systems Board

- E-24-03            42.    Reappointment of Michael Kemp to the Emergency Telephone Systems Board
- E-24-04            43.    Reappointment of John Dossey to the Emergency Telephone Systems Board
- E-24-05            44.    Reappointment of Kim Joesting to the Veterans Assistance Commission
- E-24-06            45.    Reappointment of Frank Sciortino to the Pekin Main Street
- E-24-11            46.    Appointment of Jay Hall to the Tazewell County Board of Health
- E-24-15            47.    Reappointment of Dr. Craig Koch to the Tremont Rescue Squad Board
- E-24-16            48.    Appointment of Jeff Leber to the Tremont Rescue Squad Board
- E-24-17            49.    Reappointment of Rich Kriegsman to the Heart of Illinois Regional Port District
- E-24-23            50.    Reappointment of Russ Crawford to the Tri-County Regional Planning Commission Board
- E-24-24            51.    Reappointment of Greg Menold to the Tri-County Regional Planning Commission Board
- E-24-29            52.    Appointment of Abbigail Hobbs to Emergency Telephone Systems Board

H. Unfinished Business

I. New Business

J. Review of approved bills

K. Approve the February 2024 Calendar of Meetings

L. Recess to February 28, 2024

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



John C. Ackerman  
County Clerk

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

**TAZEWELL COUNTY BOARD  
MEETING MINUTES  
WEDNESDAY NOVEMBER 15, 2023  
6:00 PM**

**James Carius Community Room, Tazewell Law & Justice Center,  
101 S. Capitol Street, Pekin, Illinois 61554**

**ROLL CALL BY COUNTY CLERK**

Attendance was taken by Roll Call and the following members of the board were present: Chairman Zimmerman, Vice Chairman Michael Harris, Members Atkins, Crawford, Deppert, Mark Goddard, Sam Goddard, Graff, Hagaman, Hall, Joesting, Krehbiel, Longfellow, Menold, Mingus, Nelms, Paget, Proehl, Rich-Stimson, Schneider, Sinn, Smith - 22. Absent: None.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Chairman Zimmerman led the invocation followed by the Pledge of Allegiance.

**COMMUNICATION FROM MEMBERS OF THE PUBLIC AND COUNTY EMPLOYEES**

David Froelich, CVE North America Representative, spoke about the proposed solar project in Tazewell County.

Robin Miller, a Green Valley resident, spoke on Wolf Carbon Solutions proposed CO2 pipeline in Tazewell County.

Seth Uphoff, SOL Systems Representative, addressed the decommissioning plans for Resolution E-23-152.

Brent Heider, a concerned citizen, spoke about the Dream Center of Peoria proposed zoning case within Tazewell County. He encouraged the Tazewell County Board to oppose this project.



Denise Bailey, Dream Center Representative, spoke on the need for this proposed project and encouraged the board to approve the rezoning application for 1788 Nofsinger Road, Washington.

Andy King, Dream Center Peoria Executive Director, addressed the board on the need for a home for young mothers.

### **COMMUNICATIONS FROM ELECTED & APPOINTED COUNTY OFFICIALS**

No communications from elected & appointed county officials.

### **APPROVE THE MINUTES OF THE OCTOBER 2, 2023, TENTATIVE BUDGET, OCTOBER 25, 2023 FINAL BUDGET AND OCTOBER 25, 2023 COUNTY BOARD MINUTES**

Member Nelms moved to approve the minutes of the Tentative Budget Meeting held on October 2, 2023, Final Budget Meeting held on October 25th and the Board Meeting held on October 25, 2023, as printed; seconded by Member Mingus. Motion to approve the minutes as printed were approved by voice vote of 21 Yeas, 0 Nays.

### **CONSENT AGENDA**

- 1. Health Services: Approve agreement with Creve Coeur for Animal Control Services, RESOLUTION HS-23-24.**
- 2. Health Services: Approve agreement with Marquette Heights for Animal Control Services, RESOLUTION HS-23-25.**
- 3. Health Services: Approve agreement with Hopedale for Animal Control Services, RESOLUTION HS-23-26.**
- 4. Health Services: Approve agreement with Tremont for Animal Control Services, RESOLUTION HS-23-27.**
- 5. Health Services: Approve agreement with North Pekin for Animal Control Services, RESOLUTION HS-23-28.**
- 6. Health Services: Approve agreement with Deer Creek for Animal Control Services, RESOLUTION HS-23-29.**
- 7. Health Services: Approve agreement with Green Valley for Animal Control Services, RESOLUTION HS-23-30.**
- 8. Health Services: Approve agreement with Armington for Animal Control Services, RESOLUTION HS-23-31.**

**9. Health Services: Approve agreement with Morton for Animal Control Services, RESOLUTION HS-23-32.**

**10. Land Use: Approve Case No. 23-63-S – Dragon’s Breath Solar – Title XV, Chapter 157, for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District, RESOLUTION LU-23-23.**

**11. Land Use: Approve Case No. 23-64-S – CVE US IL Washington 323 – Title XV, Chapter 157, for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District, RESOLUTION LU-23-24.**

**12. Land Use: Approve Case NO. 23-67-Z Keith & Pamela Fiedler – Title XV, Chapter 157, 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, RESOLUTION LU-23-30.**

**13. Land Use: Approve Case No. 23-68-Z Dream Center of Peoria – Title XV, Chapter 157, for a Map Amendment to the Official Washington 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, RESOLUTION LU-23-31.**

**14. Land Use: Approve renewal of Contractual Agreement with Tucker Plumbing for plumbing inspections, RESOLUTION LU-23-25.**

**15. Land Use: Approve renewal of Contractual Agreement with Dick Young for electrical inspections, RESOLUTION LU-23-13616.**

**16. Land Use: Approve renewal of Contractual Agreement with Central Illinois Fire Inspection Services, LLC for commercial plan review of fire and life safety, RESOLUTION LU-23-28.**

**17. Land Use: Approve renewal of Contractual Agreement with Tri-County Regional Planning Commission for zoning and planning services, RESOLUTION LU-23-28.**

**18. Land Use: Approve renewal of Contractual Agreement with Municipal Addressing Services for addressing services, RESOLUTION LU-23-29.**

**19. Transportation: Approve Resolution appropriating funds for the payment of the county engineer’s salary, RESOLUTION T-23-21.**

20. **Transportation: Approve to receive bids for new equipment to replace old equipment, lease, sell, or acquire new equipment, RESOLUTION T-23-22.**
21. **Transportation: Approve Resolution for maintenance under the Illinois Highway Code, RESOLUTION T-23-23.**
22. **Transportation: Approve to receive bids for new bridge and road contracts, RESOLUTION T-23-24.**
23. **Transportation: Approve to attend NACE Conference, RESOLUTION T-23-25.**
24. **Transportation: Approve to attend IPLSA Conference, RESOLUTION T-23-26.**
25. **Property: Approve purchase of a truck for Animal Control, RESOLUTION P-23-14.**
26. **Property: Approve Medical Office Space Lease, RESOLUITON P-23-15.**
27. **Finance: Approve County Recorder fees, RESOLUTION F-23-41.**
28. **Finance: Approve budget transfer for Probation Fund, RESOLUTION F-23-43.**
29. **Finance: Approve budget transfer for VA, RESOLUTION F-23-44.**
30. **Finance: Approve budget transfer for Special Funds, RESOLUTION F-23-45.**
31. **Finance: Approve budget transfer for Farm, RESOLUTION F-23-46.**
32. **Finance: Approve budget transfer for General Fund, RESOLUTION F-23-47.**
33. **Finance: Decline Property Tax Recapture, RESOLUTION F-23-49.**
34. **Finance: Approve reimbursements from the American Rescue Plan Act's State and Local Fiscal Recovery funds, RESOLUTION F-23-50.**
35. **Human Resources: Approve agreement with Pareto/HCC as stop loss carrier, SmithRx as prescription provider, and HealthJoy as telemedicine provider, RESOLUTION HR-23-26.**
36. **Human Resources: Approve the Collective Bargaining Agreement with the Control Room Operators, RESOLUTION HR-23-11.**
37. **Human Resources: Approve the FY24 Cobra rates, RESOLUTION HR-23-22.**
38. **Human Resources: Approve a change in contribution amount for flexible spending, RESOLUTION HR-23-23.**

39. **Human Resources: Approve amended service agreement with Employee Benefits Corporation (EBC), RESOLUTION HR-23-24.**
40. **Human Resources: Approve Employee Handbook Revisions, RESOLUTION HR-23-25.**
41. **Risk: Approve property, casualty, and worker's compensation insurance providers and premiums, RESOLUTION RM-23-08.**
42. **Executive: Recommend to approve invoice from Farnsworth Group for CDBG RLF Closeout-Sidewalks, RESOLUTION E-23-129.**
43. **Executive: Recommend to approve Chairman to certify ballot question for March 19<sup>th</sup> primary election, RESOLUTION E-23-148.**
44. **Executive: Recommend to approve resolution urging the Illinois Commerce Commission to deny the Wolf Carbon Solutions US LLC application, RESOLUTION E-23-149.**
45. **Executive: Recommend to approve the Annual Appellate Prosecutor resolution, RESOLUTION E-23-150.**
46. **Executive: Recommend to approve payment for contractual services for the Community Development Block Grant Revolving Loan Closeout – Accessibility Improvements, Grant # 18-248592 per contractual agreement with Knapp Concrete Contractors, Inc., RESOLUTION E-23-151.**
47. **Executive: Recommend to approve Decommissioning Agreement for Bunker Solar, LLC, RESOLUTION E-23-152.**
48. **Executive: Recommend to approve Intergovernmental Agreement with the City of East Peoria, RESOLUTION E-23-153.**
49. **Executive: Recommend to approve Intergovernmental Agreement with the City of Washington, RESOLUTION E-23-154.**

Member Crawford moved to approve the Consent Agenda items as outlined in the agenda packet; seconded by Member Deppert. The Consent Agenda was approved by voice vote of 20 Yeas; 1 Nays – Graff.

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

**Item 10 Land Use:** Discussion from board members regarding Case No. 23-63-S-Dragon's Breath Solar. Chairman Zimmerman requested the board enter into Executive Session citing Section 2 (c) (11) Litigation, when an action against, affecting or on

behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member Rich-Stimson motioned to enter into Executive Session; seconded by Member Paget. Tazewell County Board entered into Executive Session at 6:33 PM.

Tazewell County Board returned to Open Session at 6:56 PM.

Resolution LU-23-23, Case No. 23-63-S-Dragon's Breath Solar – Title XV, Chapter 157, for Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District was approved by roll call vote of 15 Yeas; 5 Nays – Harris, Longfellow, Menold, Paget, Rich-Stimson. 1 Absent – Schneider.

**Item 11 Land Use:** Member Crawford motioned to approve Resolution LU-23-24, Case No. 23-64-S – CVE US IL Washington 323 – Title XV, Chapter 157, for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in a A-1 Agriculture Preservation District; seconded by Member Hall. Motion was approved by voice vote of 16 Yeas; 5 Nays – Harris, Longfellow, Menold, Paget, Rich-Stimson.

**Item 12 Land Use:** Member Crawford motioned to approve Resolution LU-23-30, Case No. 23-67-Z – Keith & Pamela Fiedler – Title XV, Chapter 157, 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 District; seconded by Member Sam Goddard. Motion was approved by voice vote of 21 Yeas; 0 Nays

**Item 13 Land Use:** Member Proehl motioned to approve Case No. 23-68-Z Dream Center of Peoria – Title XV, Chapter 157, for a Map Amendment to the Official Washington Township Zoning Map of Tazewell County to change the zoning classification of property from an A-1 Agriculture Preservation District to an R-1 Low Density Residential Zoning District; seconded by Member Nelms. Resolution LU-23-31 was approved by voice vote of 20 Yeas; 1 Nays – Longfellow.

**Item 17 Land Use:** Member Sam Goddard motioned to approve renewal of Contractual Agreement with Tri-County Regional Planning Commission for zoning and planning services; seconded by Member Smith. Member Sinn voiced dissatisfaction with Tri-County Regional Planning Commission and stated he would not support this resolution. Member Proehl stated the issues involving the Tri-County Planning Commission needs to be discussed with the entire board because of the amount of money spent.

Resolution LU-23-28 was approved by voice vote of 20 Yeas; 1 Nays – Sinn.

**Item 19 Transportation:** Member Menold motioned to amend Resolution T-23-21 regarding the salary of County Engineer Parr; seconded by Member Crawford. Motion to amend Resolution T-23-21 passed by voice vote of 20 Yeas; 1 Nays – Mark Goddard. Motion to approve Resolution T-23-21 as amended was approved by voice vote of 20 Yeas; 1 Nays – Mark Goddard.

**Item 27 Finance:** Discussion took place of the four options for the recorder fees: Option A would be fees set at the 2018 level, Option B would be no salaries in fee fund, Option C would accommodate salaries in the document storage fund, and Option D would be the Bellwether Study proposal. Member Graff motioned to approve Option D; seconded by Member Crawford. Motion to approve Option D of Resolution F-23-41 was approved by voice vote of 17 Yeas; 4 Nays – Mark Goddard, Sam Goddard, Harris, Schneider. Motion as amended was passed by voice vote of 19 Yeas; 2 Nays – Mark Goddard, Sam Goddard.

**Item 36 Human Resources:** Member Proehl motioned to amend Resolution HR-23-11; seconded by Member Rich-Stimson. Motion to amend was approved by voice vote of 21 Yeas; 0 Nays. Motion to approve as amended was approved by voice vote of 21 Yeas; 0 Nays.

**Item 44 Executive:** Member Nelms motioned to approve Resolution E-23-149; seconded by Member Harris. Motion to approve Resolution E-23-149 passed by voice vote of 21 Yeas; 0 Nays.

**Item 47 Executive:** Member Atkins motioned to amend Resolution E-23-152; seconded by Member Longfellow. Mr. Uphoff spoke on the Decommissioning Agreement for Bunker Solar, LLC. Motion to amend Resolution E-23-152 was passed by voice vote of 21 Yeas; 0 Nays. Motion as amended was passed by voice vote of 21 Yeas; 0 Nays.

## **APPOINTMENTS/REAPPOINTMENTS**

E-23-142: Member Atkins moved to Reappoint Amy McClanahan to the Zoning Board of Appeals; seconded by Member Crawford. Resolution E-23-142 was approved by voice vote of 21 Yeas; 0 Nays.

E-23-143: Member Atkins moved to Reappoint Don Vaughn to the Zoning Board of Appeals; seconded by Member Crawford. Resolution E-23-143 was approved by voice vote of 21 Yeas; 0 Nays.

E-23-144: Member Atkins moved to Reappoint Duane Lessen to the Zoning Board of Appeals; seconded by Member Crawford. Resolution E-23-144 was approved by voice vote of 21 Yeas; 0 Nays.

E-23-145: Member Atkins moved to Reappoint Todd Bong to the Zoning Board of Appeals; seconded by Member Crawford. Resolution E-23-145 was approved by voice vote of 21 Yeas; 0 Nays.

E-23-146: Member Atkins moved to Reappoint Samuel Miller to the Zoning Board of Appeals; seconded by Member Crawford. Resolution E-23-146 was approved by voice vote of 21 Yeas; 0 Nays.

E-23-147: Member Atkins moved to Appoint Lori Prater to the Northern Tazewell Fire Department; seconded by Member Crawford. Resolution E-23-147 was approved by voice vote of 21 Yeas; 0 Nays.

**LU-23-21 Land Use: Approve Case No. 23-57-S-EDPR NA DG, LLC – Title XV, Chapter 157, for a Special Use to allow the construction of a 4.95 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District**

Discussion took place regarding the Zoning Board of Appeals approval and the Land Use Committee's denial for the petition of a special use. Assistant State's Attorney Mike Holly stated the States Attorney's office does not agree with the denial recommendation from Land Use. Member Atkins reminded the board a Yes vote would be approval of the petition and a No vote would be a denial. Community Development Director Workman stated the petition had significant changes from its original request.

Motion to approve Special Use to allow construction of a 4.95 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District was approved by roll call vote of 11 Yeas; 10 Nays – Crawford, Hagaman, Hall, Harris, Longfellow, Mingus, Paget, Proehl, Rich-Stimson, Smith.

**LU-23-22 Land Use: Approve Case No. 23-58-S – EDPR NA DG, LLC – Title XV, Chapter 157, for a Special Use to allow the construction of a 4.95 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District**

Community Development Director Workman indicated some adjustments from previous application was completed.

Member Sam Goddard motioned to approve Special Use to allow Construction of a 4.95 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District; seconded by Rich Stimson. Motion was approved by roll call vote of 12 Yeas; 9 Nays – Crawford, Hagaman, Hall, Harris, Longfellow, Mingus, Paget, Rich Stimson, Smith.

**UNFINISHED BUSINESS**

Member Menold thanked County Engineer Dan Parr for his dedication and loyalty to the county. He indicated Mr. Parr received an excellent evaluation.

## **NEW BUSINESS**

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

### **Review of approved bills.**

Board Members reviewed the approved bills as presented.

### **APPROVE THE DECEMBER AND JANUARY 2023-2024 CALENDAR**

Member Joesting moved to approve the December 2023 and January 2024 calendar; seconded by Member Hall. Motion to approve the December 2023 and January 2024 calendar was approved by voice vote of 21 Yeas; 0 Nays.

### **ADJOURNMENT**

Chairman Zimmerman thanked County Administrator Mike Deluhery and Finance Director Mindy Darcy for their hard work on the 2024 Budget. He also thanked Member Longfellow and Facilities Director Mike Schone on the work regarding the new employee parking lot.

There being no further business before the Board, Chairman Zimmerman announced the meeting adjourned. The Tazewell County Board Meeting adjourned at 7:58 PM. The next scheduled County Board meeting will be January 31, 2024.



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



John C. Ackerman  
County Clerk

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

**TAZEWELL COUNTY BOARD  
SPECIAL MEETING MINUTES  
THURSDAY DECEMBER 21, 2023  
5:00 PM**

**James Carius Community Room, Tazewell Law & Justice Center,  
101 S. Capitol Street, Pekin, Illinois 61554**

**ROLL CALL BY COUNTY CLERK**

Attendance was taken by Roll Call and the following members of the board were present: Chairman Zimmerman, Members Atkins, Deppert, Graff, Hagaman, Hall, Joesting, Krehbiel, Longfellow, Menold, Nelms, Paget, Proehl, Rich-Stimson, Schneider, Sinn, - 16. Absent: Vice Chairman Harris, Members Crawford, Mark Goddard, Sam Goddard, Mingus, Smith

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Chairman Zimmerman led the invocation followed by the Pledge of Allegiance.

**COMMUNICATION FROM MEMBERS OF THE PUBLIC AND/OR COUNTY EMPLOYEES**

No communications from members of the public or county employees

**COMMUNICATIONS FROM ELECTED & APPOINTED COUNTY OFFICIALS**

Tazewell County Clerk John C. Ackerman thanked the W.D Boyce Council for visiting Tazewell County offices today to recognize the Hero and Helper Program.

Member Menold questioned if the alleged election fraud by two county board members in Tazewell County was being investigated.

Chairman Zimmerman stated a report was completed and sent to the Illinois State Police for further investigation.

Member Paget spoke on his concern with the relationship between the County and City of Pekin.

Member Graff voiced concern regarding the lack of transparency from a fellow board member.

### **IN-PLACE EXECUTIVE COMMITTEE MEETING**

Meeting started at 5:09 PM and ended at 5:45 PM.

Executive Committee went into executive session under Section 2 (c) (8) Security procedures and the use of personnel and equipment to respond to actual, a threatened, or a reasonable potential danger to the safety of employees, students, staff, the public or public property. Executive Session started at 5:10 PM and ended at 5:42 PM.

#### **Executive: Recommend to approve internet service agreement with Stratus Networks, RESOLUTION E-23-155. Upon approval of In-Place meeting.**

Member Nelms motioned to approve internet service agreement with Stratus Networks; seconded by Member Krehbiel. Motion passed by voice vote of 15 Yeas; 0 Nays.

#### **Executive: Recommend to approve managed IT services and technology updates agreement with Heart Technologies, RESOLUTION E-23-156. Upon approval of In-Place meeting.**

Member Atkins motioned to approve managed IT services and technology updates agreement with Heart Technologies; seconded by Member Joesting. Motion passed by voice vote of 15 Yeas; 0 Nays.

#### **Executive: Recommend to approve 4<sup>th</sup> quarter 2023 payment to Greater Peoria Economic Development Council, RESOLUTION E-23-157. Upon approval of In-Place meeting.**

Member Schneider motioned to approve the 4<sup>th</sup> quarter payment to Greater Peoria Economic Development Council; seconded by Member Rich-Stimson. Motion passed by voice vote of 15 Yeas; 0 Nays.

### **Building Updates**

Chairman Zimmerman led the discussion on the building updates explaining the demolition was coming along and he spoke on the surveys completed by the county board members. Discussions on moving forward with the building process were held. Questions arose regarding creation of a standing committee and allowing input from departments utilizing the new building.

Chief Judge Gorman spoke on the need of a new building citing security and technology needs that the current courthouse lacks. She stated the judiciary would work with the county board to accomplish these needs. Judge Gorman reflected on the rise in felony, misdemeanor and traffic cases in Tazewell County, emphasizing the need for a newer facility.

### **UNFINISHED BUSINESS**

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

### **NEW BUSINESS**

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

### **ADJOURNMENT**

There being no further business before the Board, Chairman Zimmerman announced the meeting adjourned. The Tazewell County Board Meeting adjourned at 6:19 PM. The next scheduled County Board meeting will be January 31, 2024.

**COMMITTEE REPORT**

HS-24-01

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:

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**RESOLUTION**

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

WHEREAS, The County 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 Washington shall pay the County in the sum of \$16,482.76 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 Washington, and the Auditor of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

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 WASHINGTON, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$16,482.76, 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 \_\_\_\_ day of \_\_\_\_\_.

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

ATTEST:

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

MUNICIPALITY:

*Gary W. Masier*  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

*Sibby Aeschleman*  
Director

Annual Amount: \$16,482.76

Monthly Amount: \$1,373.56

**COMMITTEE REPORT**

HS-24-02

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:

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**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Delavan 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 Delavan shall pay the County in the sum of \$2,842.92 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 Delavan, and the Auditor of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

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 DELAVAN, 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 \$2,842.92, 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. 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 City, along with any relevant information about the animal, as soon as practicable. The City 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 one (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 \_\_\_\_ day of \_\_\_\_\_.

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

ATTEST:

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

MUNICIPALITY:

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

TAZEWELL COUNTY ANIMAL CONTROL:

  
\_\_\_\_\_  
Director

Annual Amount:            \$2,842.92      
Monthly Amount:           \$236.91

**COMMITTEE REPORT**

HS-24-03

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 South 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 South Pekin shall pay the County in the sum of \$1,845.73 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 South Pekin President and the Auditor of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

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 SOUTH 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 \$1,845.73, 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 \_\_\_\_ day of \_\_\_\_\_.

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

ATTEST:

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

MUNICIPALITY:

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

TAZEWELL COUNTY ANIMAL CONTROL:

  
\_\_\_\_\_  
Director

Annual Amount:            \$1,845.73    

Monthly Amount:            \$153.81

**COMMITTEE REPORT**

HS-24-04

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 Mackinaw 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 Mackinaw shall pay the County in the sum of \$2,189.56 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 Mackinaw President and the Auditor of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

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 MACKINAW, 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 \$2,189.56, 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.

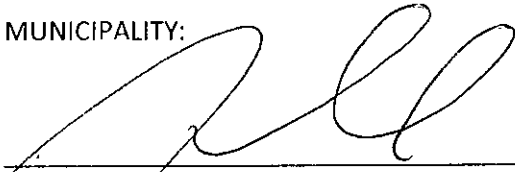
PASSED this \_\_\_\_\_ day of \_\_\_\_\_.

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

ATTEST:

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

MUNICIPALITY:

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

TAZEWELL COUNTY ANIMAL CONTROL:

  
\_\_\_\_\_  
Director

Annual Amount:            \$2,189.56    

Monthly Amount:            \$182.46

**COMMITTEE REPORT**

HS-24-05

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 East Peoria 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 East Peoria shall pay the County in the sum of \$32,748.08 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 East Peoria, and the Auditor of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

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 EAST PEORIA, 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 \$32,748.08, 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 \_\_\_\_ day of \_\_\_\_\_.

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

ATTEST:

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

MUNICIPALITY:

John P. Kohl  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

Lilly Ascherman  
Director

Annual Amount: \$32,748.08

Monthly Amount: \$2,729.01

**COMMITTEE REPORT**

HS-24-06

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:

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**RESOLUTION**

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

WHEREAS, The County 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 Pekin shall pay the County in the sum of \$55,686.01 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 Pekin, and the Auditor of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

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 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 \$55,686.01, 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 \_\_\_\_\_ day of \_\_\_\_\_.

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

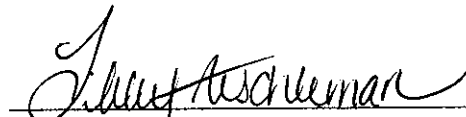
ATTEST:

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

MUNICIPALITY:

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

TAZEWELL COUNTY ANIMAL CONTROL:

  
\_\_\_\_\_  
Director

Annual Amount:           \$55,686.01          

Monthly Amount:           \$4,640.50

**TAZEWELL COUNTY LAND USE COMMITTEE**  
**SUMMARY OF COMMITTEE AGENDA**  
**JANUARY 9, 2024 Meeting**  
**TO BE PRESENTED TO THE TAZEWELL COUNTY BOARD ON**  
**JANUARY 31, 2024**

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**LU-24-01**

**CASE NO. 22-37-S** The petition of Nexamp Solar, LLC for an Extension of a Special Use (as approved 10/4/2022) to allow the construction of a 5 Mega Watt Commercial Solar Farm in an Conservation District.

**ZBA** recommended approval with conditions. **Land Use** recommended approval with conditions.

**COMMITTEE REPORT**  
**LU-24-01**  
**(ZBA Case No. 22-37-S)**  
**(Petitioner’s Request for Extension)**

Chairman and Members of the Tazewell County Board:

Your Land Use Committee does hereby recommend approval of the following resolution:

RE: Approval of Special Use Extension, Petition of Nexamp Solar, LLC.

---

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

**WHEREAS**, the County of Tazewell has enacted Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code; and

**WHEREAS**, said ordinance requires a Special Use for a Commercial Solar Energy Facility in the “CONS” Conservation Preservation District; and

**WHEREAS**, a public hearing on said Special Use Extension was held before the Zoning Board of Appeals (ZBA) on January 3, 2024 in Case No. 22-37-S; and

**WHEREAS**, the ZBA deliberated its decision on January 3, 2024 and voted to recommend approval of the Special Use Extension with condition(s). A copy of the Report, which include said conditions, a finding of fact, accompanied by maps of the subject property, are attached; and

**WHEREAS**, your Land Use Committee met on January 9, 2024 to consider: the application, report of the ZBA, the recommendation of the Community Development Administrator and Land Use Planner.

**WHEREAS**, your Land Use Committee voted to recommend approval of the Special Use Extension with condition(s) and adopting the findings of fact of the ZBA; and

**WHEREAS**, the County Board has reviewed; the report of the ZBA, the recommendation of the Land Use Committee, and the recommendation of Community Development Administrator and Land Use planner; and

**NOW THEREFORE BE IT RESOLVED**, that the County Board **APPROVE** this resolution and the petitioner’s request for an extension of Special Use Case. No. 22-37-S with the finding of fact as provided by the ZBA/Land Use Committee with conditions.

**BE IT FURTHER RESOLVED** that the County Clerk notify Jaclynn Workman, Community Development Administrator of this action;

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

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

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

**DECISION AND FINDINGS OF FACT  
OF THE ZONING BOARD OF APPEALS  
ON PROPOSED SPECIAL USE**

(Petitioner's Request for an Extension)  
(Zoning Board Case No. 22-37-S)

The Zoning Board of Appeals of Tazewell County, Illinois makes the following report of its action on the case indicated herein, after a public hearing on January 3, 2024, and pursuant to notice given in accordance with law:

**A. DESCRIPTION OF CASE**

**SUBJECT MATTER:** Special Use

**LOCATION AND/OR PROPERTY INVOLVED:**

Current Owner of Property: Robert M. Cupi, 13385 Townline Rd., Green Valley, IL

Currently a part of P.I.N. 16-16-17-400-002; an approximate 26.67 acres to be utilized of a 40 acre parcel located in part of the SW ¼ of the SE ¼ of Sec 17, T23N, R5W of the 3<sup>rd</sup> P.M., Sand Prairie Twp., Tazewell Co., IL;

located at the NE corner of the intersection of Wagonseller Rd. (Co. Hwy.10) and Hickory Grove Rd. (Co. Hwy 15), Green Valley, IL.

**REQUESTED BY:** Nexamp Solar, LLC

**PROPOSAL:** The petition of Nexamp Solar, LLC for an Extension of a Special Use (as approved 10/4/2022) to allow the construction of a 5 Mega Watt Commercial Solar Farm in an Conservation District

**PARTIES OF RECORD:** Matt Walsh, Nexamp, Petitioner  
Curtis Meyer, Objector

**B. JURISDICTION**

**NOTICE OF HEARING:** A notice of the proposed Special Use thereon was published in the Tazewell Chronicle on November 29, 2023 and a copy of the publication was mailed to the petitioner within five working days after publication.

**AGENCY COMMENTS:** The Tazewell County Land Use Planner submitted a report recommending approval of the proposed Special Use request.

Tazewell County Health Department submitted a report regarding the proposed Special Use request stating portable sanitation facilities, including portable handwashing stations must be provided during construction.

Tazewell County Soil & Water Conservation District submitted a report regarding the proposed Special Use request recommending denial.

Tazewell County Farm Bureau made no comment regarding the proposed Special Use request.

Dan Parr, Tazewell County Highway Engineer made no comment regarding the proposed Special Use request.

School Districts 191 made no comment regarding the proposed Special Use request.

### C. FINDINGS OF FACTS

The Zoning Board of Appeals adopted the following findings of fact relating to the action proposed:

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 special use conforms to the Tazewell County Zoning code because commercial solar is a permitted special use in conservation districts. According to site plans the solar follows the necessary setbacks of the zoning code.

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

(POSITIVE) The area identified for special use is within the Sand Prairie Township. The proposed special use does not contradict any of the purposes, goals, objectives, or standards of the Tazewell County Comprehensive Plan. Therefore, this finding is judged to be positive.

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) Per the applicant the site is located 300 feet away from the nearest residential structure. There is also existing mature tree line that buffers any visual impacts from the residential impacts from the residential property to the south.

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 site will be secured with a 7-foot to 8-foot tall fence to provide safety and prevent unintended access to the project area. The solar array has a setback that positions the project the furthest away from the shared property boundaries with residential uses and is screened by existing vegetation between the only residential use near the property. There will be no lighting, odors, fumes, dust, or vibration generated from the operation of the solar facility.

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) According to the site plan the proposed special use follows the mandated

setbacks of the Tazewell County zoning code. The proposed special use also constructed a 7-foot to 8-foot fence to provide additional safety.

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. Best efforts are being made to mitigate any impacts to property values such as following Tazewell County Zoning Code, building a fence and utilizing the screening of existing vegetation.

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

(POSITIVE) Per the applicant the necessary utilities and facilities 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) The project will install a new access driveway to ingress and egress from the site. The access point will be improved as required by the Roadway Authority. During construction impacts to roads will be minimal as oversize trucks loads will be not necessary. During operation, the facility will generate very little traffic as there will only be several scheduled on-site maintenance related visits per year.

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.*

(POSITIVE) The proposed special use will not increase population density near livestock feeding operation within 1.5 miles from the proposed solar garden. There will be no permanent employees located on site.

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.*

(POSITIVE) The proposed special use will not hinder the operation or expansion of livestock feeding operations more than 1.5 miles from the proposed solar garden. There will be no permanent employees located on site.

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

(POSITIVE) The site of the proposed site has soil that is prime for agriculture, but after the life cycle of the project the soil can be reverted to farmland. The applicant plans to develop 26.6 acres of the property, leaving the remaining acreage for agricultural purposes.

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 is zoned either conservation district or A-1. The construction of a commercial solar farm is a permitted special use within A-1 and conservation districts therefore the proposed special use is consistent with the existing use of property in the general area.



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

(POSITIVE) This property in question is zoned as a conservation district and is suitable for the proposed special use because commercial solar farms are permitted special use within conservation districts.

#### **D. DECISION**

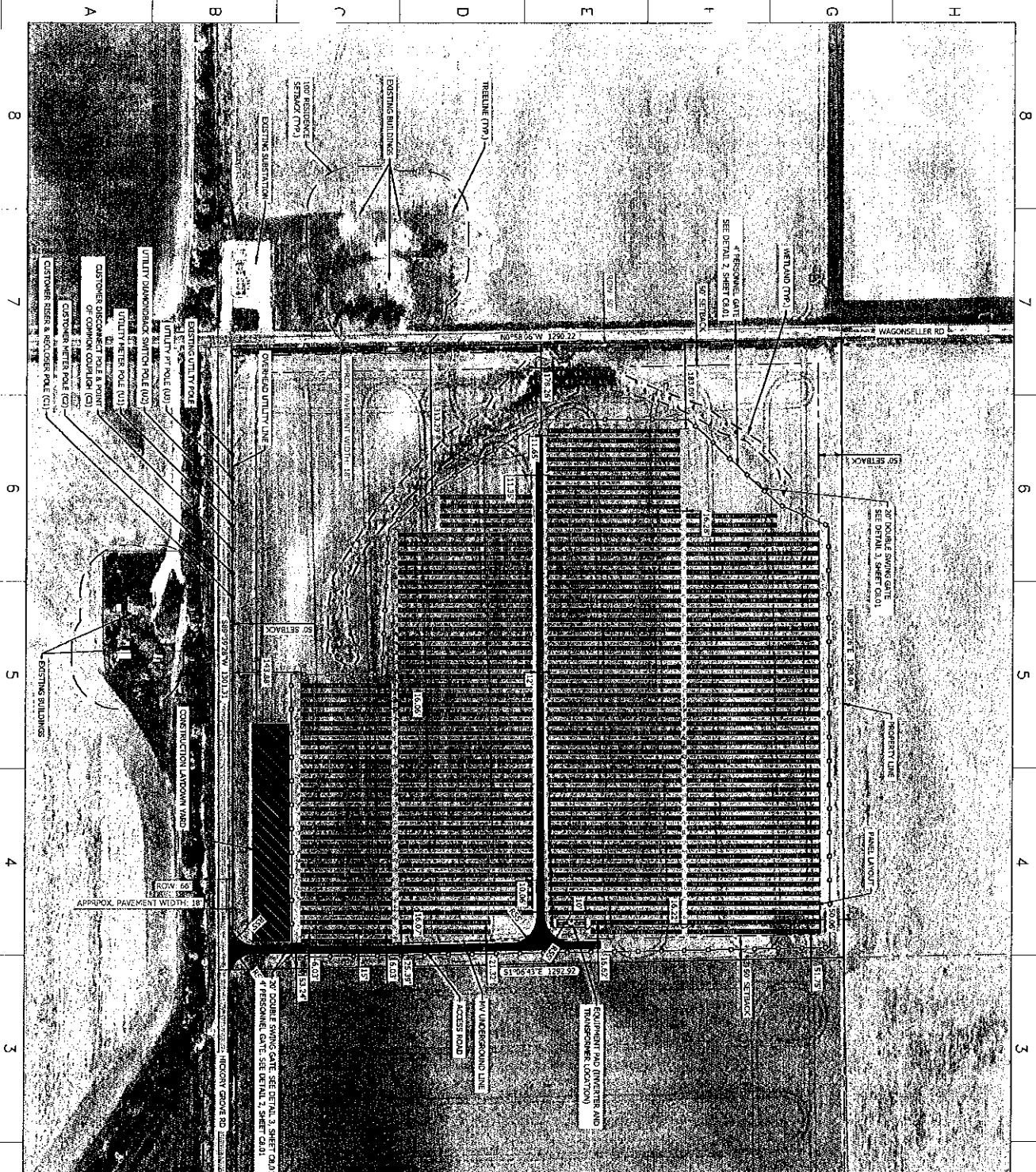
Having considered the information contained in the petition herein, and the testimony given and statements made at the public hearing on said proposal, the Zoning Board of Appeals hereby, based on the findings of fact set forth above, approves the proposed Special Use request with the following conditions:

1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f), subject to IDNR approval.
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 for a distance of no less than 200', beginning at the center point of the Meyer dwelling, extending 100' East and 100' West along the South property line at edge of the right of way and in any other location as determined desirable by the Community Development Administrator.
5. The located of the facilities inverter shall be no closer to the southern boundary and the Meyer residence than what was indicated on the Site Plan submitted at the January 3, 2024 Public Hearing.

Ayes: 6 – Fehr, Lapsley, McClanahan, Alt. Miller and Chairman Lessen  
Nays: 1 - Vaughn  
Absent: 2 – Bong & Cupi

Dated this 3<sup>rd</sup> day of January, 2024.

**/s/ DUANE LESSEN**  
Chairman, Zoning Board of Appeals  
Tazewell County, Illinois



**LEGEND**

- PROPERTY LINE
- QUARTER SECTION LINE
- SECTION LINE
- UTILITY LINES
- WETLAND BOUNDARY
- FENCE LINE
- 50' PROPERTY LINE SETBACK
- 100' RESIDENTIAL SETBACK
- ACCESS ROAD
- CONSTRUCTION LAWNOWN YARD
- WETLAND

**EXISTING ZONING AND LAND USE**

PROPOSED BUILDING	EXISTING ZONING	LAND USE
ALUMINUM PANELS	CONSERVATION	CONSERVATION
NORTH	CONSERVATION	CONSERVATION
SOUTH	AGRICULTURE/RECREATION	AGRICULTURE/RECREATION
WEST	CONSERVATION	CONSERVATION
EAST	AGRICULTURE/RECREATION	AGRICULTURE/RECREATION

**NOTES**

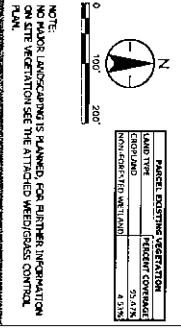
NO MAJOR LANDSCAPING IS PLANNED. FOR FURTHER INFORMATION ON SITE VEGETATION SEE THE ATTACHED WEED/GRASS CONTROL PLAN.

**STAKEOUT**

PRINCIPAL STRUCTURE (ROW)	100 FT FROM CENTERLINE OF ROW
ROADS	50 FT FROM PROPERTY LINE
SIDE ROAD	50 FT FROM PROPERTY LINE
ROAD FRONT	50 FT FROM PROPERTY LINE
ROAD CORNER	50 FT FROM PROPERTY LINE
STAKE CORNER	50 FT FROM PROPERTY LINE

**PERMIT EXEMPT OPERATION**

LAND USE	RESIDENTIAL
STRUCTURE	RESIDENTIAL
HEIGHT	10 FT
AREA	10,000 SQ FT



Project: **C2.01**

Phase: **A**

**SITE PLAN**

**GREEN VALLEY SOLAR**

TAZEWELL COUNTY, ILLINOIS

Drawn by: **ESG**

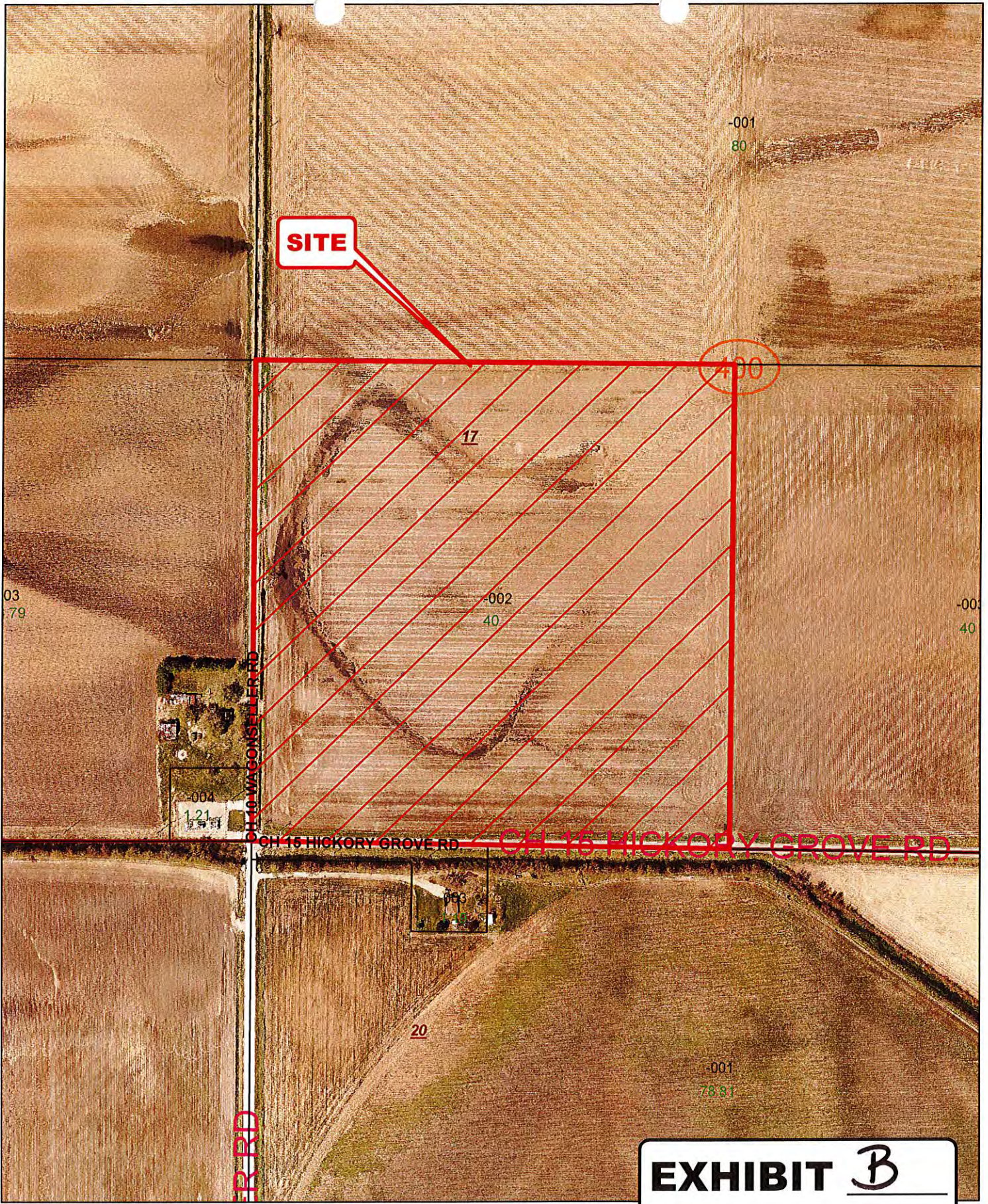
Approved by: \_\_\_\_\_

REGISTERED PROFESSIONAL ENGINEER

101 S. Ames Street, Boston, MA 02110  
Tel: (617) 431-1440 Fax: (617) 416-2925 Web: nexamp.com

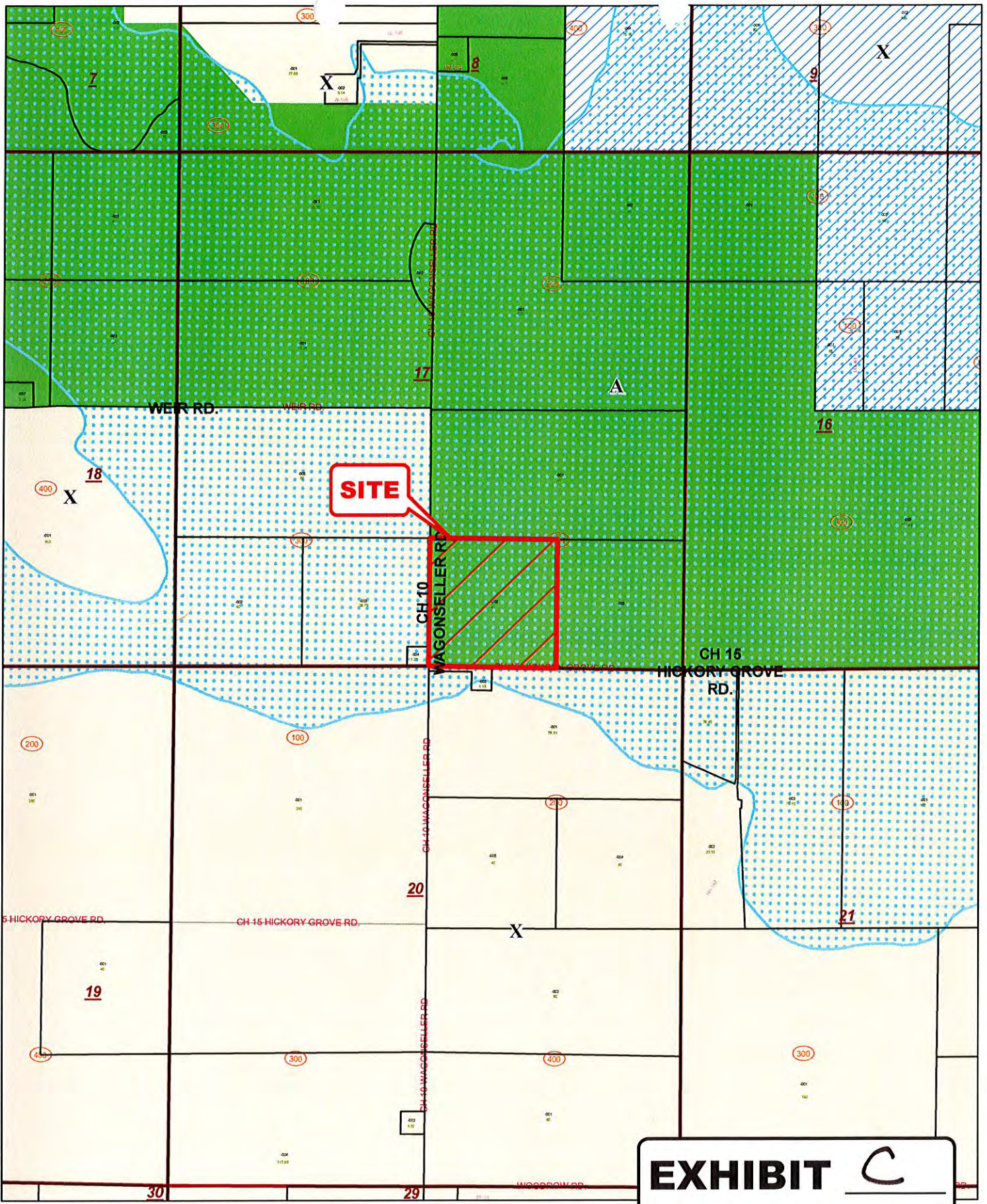
**EXHIBIT A**

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is to be returned upon request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are subject to confidentiality. They are not transferable and may be used only for the purposes for which the design engineer's services are expressly ordered. They may not be disclosed, reproduced, or otherwise used without the express written consent of Nexamp, Inc. All patent rights are reserved, unless they are expressly assigned in writing by a duly authorized representative of Nexamp, Inc.

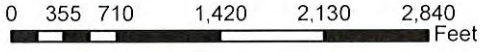


**EXHIBIT B**

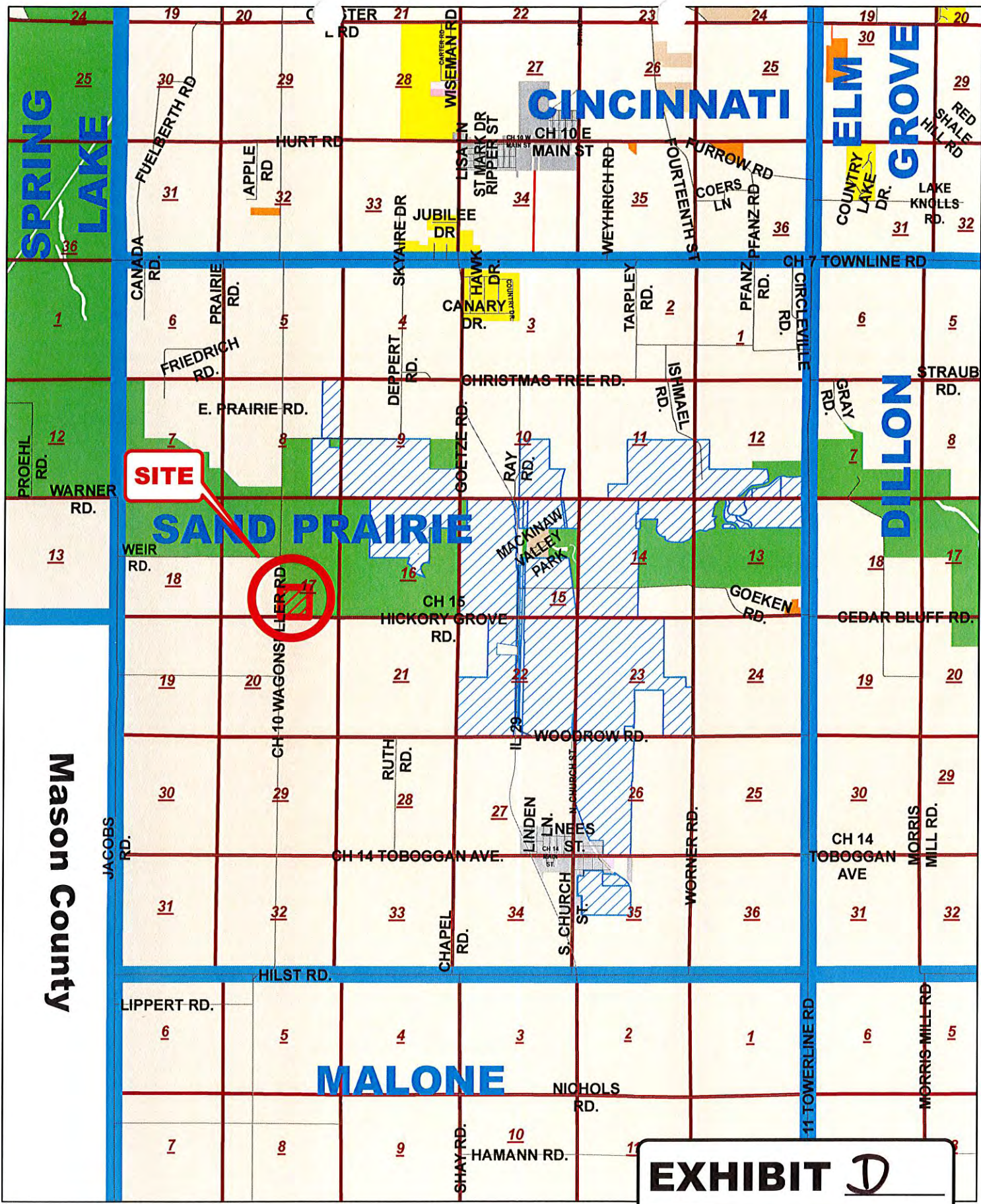




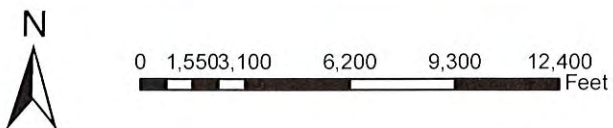
**EXHIBIT C**



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



# EXHIBIT D



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

AG Area

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

-----

**RESOLUTION**

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

**WHEREAS**, subject to the approval of the County Board and review by the County Engineer, accepted the low bid of Truck Centers, Inc., in the amount of \$242,472.00 for a new 2025 Western Star 49X tandem axle truck with equipment as specified, to be paid from County Highway Tax Funds, Highway Equipment, Account Number 211-400-5559.

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

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

ADOPTED THIS 31st DAY OF JANUARY, 2024

ATTEST:

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

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



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

[X] Yes [ ] No

Table with Resolution Type (Amended), Resolution Number (T-24-02), and Section Number (21-00000-06-MG)

BE IT RESOLVED, by the Board of the County of Tazewell County, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements: Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Content: N/A

Table for Roadway/Street Improvements with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Content: N/A

Table for Structures with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed. Content: N/A

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of

The engineering design and construction for the renovation of the Tazewell County Highway Department's existing Shop building, a county garage for the service, maintenance, and storage of vehicles and equipment used in the construction and maintenance of county highways, as provided by 605 ILCS 5/5-701.9.

2. That there is hereby appropriated the sum of Four Hundred Twenty Five Thousand and 00/100 Dollars (\$425,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

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

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

Board of Tazewell County at a meeting held on January 31, 2024.

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

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved Regional Engineer Signature & Date Department of Transportation

**COMMITTEE REPORT**

T-24-02  
(page 2 of 2)

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.

---

**RESOLUTION**

**THEREFORE BE IT RESOLVED**, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and County Engineer of this action as well as submit three (3) certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

ADOPTED THIS 31st DAY OF JANUARY, 2024

ATTEST:

---

TAZEWELL COUNTY CLERK

---

TAZEWELL COUNTY BOARD CHAIRMAN



**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

-----  
**RESOLUTION**

**WHEREAS**, bridge replacement has become necessary under Section 23-08126-00-BR for the bridge on Country Club Drive (FAU 6703) over Lick Creek (Existing Structure No. 090-3090) necessitating an agreement for engineering services; and

**WHEREAS**, an agreement titled *Local Public Agency Engineering Services Agreement* has been developed to provide funding for said preliminary engineering services; and

**WHEREAS**, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and WHKS & Co.; and

**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said *Local Public Agency Engineering Services Agreement* and authorize the County Board Chairman to sign said agreement; and

**WHEREAS**, said agreement shall be subject to approval by the Illinois Department of Transportation, and

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

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

ADOPTED THIS 31st DAY OF JANUARY, 2024

ATTEST:

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

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



# Local Public Agency Engineering Services Agreement

Agreement For  Agreement Type

Using Federal Funds?  Yes  No

### LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Tazewell County	Tazewell	23-08126-00-BR	
Project Number	Contact Name	Phone Number	Email
	Dan Parr	(309) 925-5532	dparr@tazewell-il.gov

### SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Country Club Drive	FAU 6703	±500'	090-3090
Location Termini			Add Location
Approximately from Indian Creek Dr. to Pine Valley Dr.			Remove Location

Project Description

Replacement of Str. No. 090-3090 with approach work to tie into existing roadway

Engineering Funding  MFT/TBP  State  Other

Anticipated Construction Funding  Federal  MFT/TBP  State  Other

### AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

### CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
WHKS & Co.	Craig Fink	(217) 483-9457	cfink@whks.com
Address	City	State	Zip Code
3501 Constitution Drive, Suite B	Springfield	IL	62711

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- EXHIBIT D : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- EXHIBIT E: Consultant Engineering Est-Specific Rate
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate \$111,511.84 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = ( 0.33 + R ) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS & Co.	42-0943938	\$90,501.84
Subconsultants		
Precision Engineering Group, Inc.	81-5481872	\$14,410.00
Midwest Engineering and Testing, Inc.	27-0764228	\$6,600.00
Subconsultant Total		\$21,010.00
Prime Consultant Total		\$90,501.84
Total for all work		\$111,511.84

**AGREEMENT SIGNATURES**

Executed by the LPA:

Local Public Agency Type      Local Public Agency

Attest:

The

County

of

Tazewell County

By (Signature & Date)

[Empty signature box for LPA representative]

By (Signature & Date)

[Empty signature box for Engineer]

Local Public Agency

Tazewell County

Local Public Agency Type

County

Clerk

Title

[Empty title box for Engineer]

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

WHKS & Co.

By (Signature & Date)

Digitally signed by Cory Chamberlain  
Date: 2023.11.20 14:05:22 -06'00'

Title

Vice-President

By (Signature & Date)

Digitally signed by Scott D. Sanford  
Date: 2023.11.20 13:52:38 -06'00'

Title

Vice-President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Empty signature box for Regional Engineer]

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County	WHKS & Co.	Tazewell	23-08126-00-BR

**EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- a. Perform detailed surveys as necessary for the preparation of detailed roadway plans.
- b. Perform stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
- c. Perform soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the Illinois Department of Transportation (IDOT).
- d. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch.
- e. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- f. Prepare Scour Critical Coding report.
- g. Provide environmental documents in accordance with the procedures adopted by IDOT's Bureau of Local Roads and Streets. These documents are limited to the Environmental Survey Request, Storm Water Pollution Prevention Plan and Asbestos Determination form.
- h. Complete general and detailed plans, special provisions and estimates of cost and furnish the CLIENT with five (5) copies of the plans, special provisions, and estimates. Additional copies of any or all documents, if required, shall be furnished to the CLIENT by WHKS at actual cost for reproduction.
- i. Prepare and furnish the CLIENT with survey and drafts in quadruplicate of all necessary right-of-way dedications and construction easements including prints of the corresponding plats as required. For cost estimate assume 3 Plats with Temp Easements.
- j. Coordinate with the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge to collect load rating data and IDOT SLRS form and deliver information to IDOT.
- k. Coordinate and incorporate into the final construction plan documents the superstructure design drawings and details as received from the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge.
- l. Coordinate and assist the Illinois Licensed Structural Engineer superstructure design consultant determined by the manufacturer or supplier of the SPBFTG (Steel Press-Brake-Formed Tub Girder) bridge with the review of shop drawings applicable to the superstructure for general conformance.
- m. Assist the CLIENT in the tabulation and interpretation of the Contractor's proposals.



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County	WHKS & Co.	Tazewell	23-08126-00-BR

**EXHIBIT B  
PROJECT SCHEDULE**

Schedule to be coordinated with client for planned 2026 construction.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County	WHKS & Co.	Tazewell	23-08126-00-BR

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Exhibit D

Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
WHKS & Co.	NA	NA
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement    Date _____		

Consultant  
 WHKS & Co.

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>	410	\$0.62	\$254.20
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>	2	\$40.00	\$80.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>	458	\$0.10	\$45.80
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>	3	\$40.00	\$120.00
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			





EXHIBIT E

Engineering Estimate Summary		
WHKS Labor Fee (Est)	\$ 84,691.75	79.7%
WHKS Direct Cost (Est)	\$ 500.00	0.5%
Survey/ROW Plats (Precision Eng)	\$ 14,410.00	13.6%
Soil Borings (MET)	\$ 6,600.00	6.2%
Contingency 5%	\$ 5,310.09	
<b>Total Engineering Estimate</b>	<b>\$ 111,511.84</b>	

% of Estimated Construction Cost	
Est. Construction Cost \$	547,400.00 (Est'd 46' L x 34' W)
% Const w/o contingency	19.4%
% Const w contingency	20.4%

3695 S. 6th Street, Suite A  
 Springfield, IL 62703  
 Phone: (217) 483-WHKS  
 Fax: (217) 483-9458

Project Data

Client: Tazewell Co  
 Route: Country Club Drive (FAU 6703)  
 Section No.: 23-08126-00-BR  
 Structure #'s: 090-3090 (Exist) 090-3259 (Prop)

**Scope:** Remove and replace single-span, steel multi-beam on open, spill-through abut on timber piles with a single-span SPBFTG (Steel Press-Brake-Formed Tub Girder) open spill-through abutment bridge with span of approx. 46' and clear width of approx. 34'. No appreciable roadway raise. Resurface roadway/auxiliary lanes as needed. Install guardrail as needed. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structure and prepare reports and permits as needed to gain design approval from IDOT. Prepare final plans, special provisions and estimates for a local letting using TBP funding. Perform ROW survey, research and prepare all necessary plats (assume 3) and legal descriptions for land acquisition. Assist the County with minor bidding and construction questions as necessary. Plan for January 2026 Local letting.

Item Description	Total Hours	Project Manager	Transportation Eng III	Transportation Eng II	Transportation Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin.
<b>001 Project Administration</b>																
01 Project Admin and Management	12	8	2			2										
02 Billing/Invoicing (1 hours/invoice x 8 invoices)	8	8														
03 Sub-Consultant Coordination	2	2														
04 Project Kickoff and Closeout	16	8	4			4										
Labor Hours Subtotal	38	26	6	0	0	6	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 7,832.50	\$ 5,492.50	\$ 1,170.00	\$ -	\$ -	\$ 1,170.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	7.4%															
<b>002 Reports and Coordination</b>																
01 Structure Type Options w/ Cost Est (No BCRs)	14	2				12										
02 Preliminary Bridge Design and Hydraulic Reports (no TSL)	16	2				2			2			10				
03 Clearinghouse Coordination (not needed)	0															
04 Project Development Report (not needed)	0															
Labor Hours Subtotal	30	4	0	0	0	14	0	0	2	0	0	10	0	0	0	0
Labor Costs Subtotal	\$ 4,972.50	\$ 845.00	\$ -	\$ -	\$ -	\$ 2,730.00	\$ -	\$ -	\$ 292.50	\$ -	\$ -	\$ 1,105.00	\$ -	\$ -	\$ -	\$ -
	4.7%															
<b>003 Permits and Coordination</b>																
01 ESR (Cultural, Biological, Wetlands) - (EcoCAT by County)	18		2				4					12				
02 404 Permit (Joint Application Form)	8						4					4				
03 SWPPP (If Needed)	8		2	4								2				
04 IDNR Coord (Not Needed)	0															
05 Asbestos Determination and Coordination (by County)	0						0									
06 Utility Coordination (Julie Request) - (Relocation by County)	10	2			2			2				4				
Labor Hours Subtotal	44	2	4	4	2	0	8	2	0	0	0	22	0	0	0	0
Labor Costs Subtotal	\$ 5,720.00	\$ 422.50	\$ 780.00	\$ 494.00	\$ 227.50	\$ -	\$ 1,170.00	\$ 195.00	\$ -	\$ -	\$ -	\$ 2,431.00	\$ -	\$ -	\$ -	\$ -
	5.4%															
<b>004 Hydraulics and Drainage</b>																
01 Drainage Area/Flows (StreamStats)/Modify basin	2									2						
02 Prepare Base HECRAS Model (Calibrate with FEMA Map)	22			2					4	16						
03 Analyze Natural and Existing Conditions	18			2					4	12						
04 Analyze Proposed Conditions with Scour Analysis	28			2		4			2	20						
05 Ditch Hydraulics and Special Ditches	10		4	6												
06 Gutters/Outlets (4 Corners)	13		3	10												
Labor Hours Subtotal	93	0	7	22	0	0	4	0	10	50	0	0	0	0	0	0
Labor Costs Subtotal	\$ 12,304.50	\$ -	\$ 1,365.00	\$ 2,717.00	\$ -	\$ -	\$ 585.00	\$ -	\$ 1,462.50	\$ 6,175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	11.6%															



EXHIBIT E

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Contingency 5%	\$ 5,310.09	
<b>Total Engineering Estimate</b>	<b>\$ 111,511.84</b>	

% of Estimated Construction Cost	
Est. Construction Cost \$	547,400.00 (Est'd 46' L x 34' W)
% Const w/o contingency	19.4%
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Project Data

**Client:** Tazewell Co  
**Route:** Country Club Drive (FAU 6703)  
**Section No.:** 23-08126-00-BR  
**Structure #'s:** 090-3090 (Exist) 090-3259 (Prop)

**Scope:** Remove and replace single-span, steel multi-beam on open, spill-through abut on timber piles with a single-span SPBFTG (Steel Press-Brake-Formed Tub Girder) open spill-through abutment bridge with span of approx. 46' and clear width of approx. 34'. No appreciable roadway raise. Resurface roadway/auxiliary lanes as needed. Install guardrail as needed. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structure and prepare reports and permits as needed to gain design approval from IDOT. Prepare final plans, special provisions and estimates for a local letting using TBP funding. Perform ROW survey, research and prepare all necessary plats (assume 3) and legal descriptions for land acquisition. Assist the County with minor bidding and construction questions as necessary. Plan for January 2026 Local letting.

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<b>005 Roadway Design and Plan Preparation</b>																
01 Process Survey Data and Create DTM	14		2									12				
02 Roadway Design, Roadside Safety	26	2		8								16				
03 Cover, General Notes, SOQ, Schedules	10			4								6				
04 Typical Sections, Entrance Details	8		2									6				
05 Erosion Control and Drainage Details	8			2								6				
06 Alignment, Ties, Benchmarks, Coordinates	6			2								4				
07 Plan and Profile Sheets	18		2									16				
08 Cross-Sections	18		2									16				
09 Miscellaneous Details	12	2	2									8				
10 Roadway Quantities/Schedules	20		2		6							12				
Labor Hours Subtotal	140	4	12	16	6	0	0	0	0	0	0	102	0	0	0	0
Labor Costs Subtotal	\$ 17,114.50	\$ 845.00	\$ 2,340.00	\$ 1,976.00	\$ 682.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,271.00	\$ -	\$ -	\$ -	\$ -
	16.1%															
<b>006 Bridge Design and Plan Preparation</b>																
<b>Tub Girder Superstructure Design by Others</b>																
01 Tub Girder Analysis and Design (By Others)	0															
02 Pier and Pile Design (Single Span)	0															
03 Abut and Pile Design	34	4				10	20									
<b>Plan Detailing and Preparation</b>																
04 General Plan and Elevation	6	1				3						2				
05 General Notes and Data (SOQ, Bill of Materials, etc.)	6	1				3						2				
06 Beam Details	14					6	8									
07 Railing Details	4					2	1					1				
08 Abutment Details	22						6					16				
09 Pier Details (Single Span)	0															
10 Pile Details	5			2			1					2				
11 Miscellaneous Details	16				2		2					12				
12 Bridge Quantities	12						4	8								
Labor Hours Subtotal	119	6	0	2	2	24	42	8	0	0	0	35	0	0	0	0
Labor Costs Subtotal	\$ 17,212.00	\$ 1,267.50	\$ -	\$ 247.00	\$ 227.50	\$ 4,680.00	\$ 6,142.50	\$ 780.00	\$ -	\$ -	\$ -	\$ 3,867.50	\$ -	\$ -	\$ -	\$ -
	16.2%															
<b>007 Final Plans, Specification and Estimates</b>																
01 Special Provisions	22	6		4		8	4									
02 Estimate of Cost	6	1		1			4									
02 Estimate of Time	6	1		1			4									
03 Bid Documents (Local Let - Check Sheets)	11	1		4			6									
04 Pre-Final Plan Revisions (Address IDOT comments)	5	1		2								2				
Labor Hours Subtotal	50	10	0	12	0	8	18	0	0	0	0	2	0	0	0	0
Labor Costs Subtotal	\$ 8,008.00	\$ 2,112.50	\$ -	\$ 1,482.00	\$ -	\$ 1,560.00	\$ 2,632.50	\$ -	\$ -	\$ -	\$ -	\$ 221.00	\$ -	\$ -	\$ -	\$ -
	7.5%															



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<b>008 Miscellaneous/Bidding/Other</b>																
01 Field Check of Project	8			4			4									
02 AASHTOWare Bridge Model/SLRS Form (By Others)	0															
03 Evaluate Bids, Recommend Award (Local Letting)	1	1														
04 Shop Drawing Review (Steel Press-Brake-Formed Tub Girder)	24						24									
05 Phase 3 Involvement (address minor questions)	10	8				2										
Labor Hours Subtotal	43	9	0	4	0	2	28	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 6,880.25	\$ 1,901.25	\$ -	\$ 494.00	\$ -	\$ 390.00	\$ 4,095.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	6.5%															
<b>009 QC/QA</b>																
01 Hydraulic QC/QA	8	8														
02 Roadway QC/QA	8	8														
03 Bridge QC/QA	6	6														
Labor Hours Subtotal	22	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 4,647.50	\$ 4,647.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	4.4%															
<b>Total Labor Hours</b>	<b>579</b>	<b>83</b>	<b>29</b>	<b>60</b>	<b>10</b>	<b>54</b>	<b>100</b>	<b>10</b>	<b>12</b>	<b>50</b>	<b>0</b>	<b>171</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Labor Cost</b>	<b>\$ 84,691.75</b>	<b>\$ 17,533.75</b>	<b>\$ 5,655.00</b>	<b>\$ 7,410.00</b>	<b>\$ 1,137.50</b>	<b>\$ 10,530.00</b>	<b>\$ 14,625.00</b>	<b>\$ 975.00</b>	<b>\$ 1,755.00</b>	<b>\$ 6,175.00</b>	<b>\$ -</b>	<b>\$ 18,895.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



**Proposal for Surveying Services**  
**WHKS – Tazewell County – Country Club Dr Bridge**

October 3, 2023

Prepared for:

WHKS

Attn: Craig Fink

**Proposed Scope of work:**

Site Control: Set control, and provide ties, near Project Bridge for construction purposes. Will return to set baseline control when the baseline has been finalized.

Road Topo:

Full topo of project bridge and features for 300 feet to the Northeast and 300 feet to the Southwest of the project bridge on 50 foot stations, and 100 feet each way of the road.

Hydraulic Topo: Locate, Upstream and Downstream, the 50 to 100 foot cross sections as necessary to gather sufficient information on stream movement to a total of 1000 feet from the Project Bridge; cross sections to include data from Top of Bank to Top of Bank. Provide bridge openings at the Project Bridge, and Adjacent Upstream and Downstream Bridges.

Road and Hydraulic Topo also in accordance with Project Scope as provided by WHKS.

Lump Sum fee for Road and Hydraulic Topo: \$9,500.00

ROW Survey:

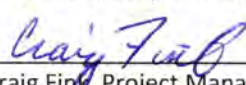
Gather enough data to locate existing ROW and plot on Topo drawings. Prepare three Plats for ROW or Temporary Easements as determined by WHKS.

Lump Sum fee for ROW Survey: \$3,600.00

The above lump sum fees include recovery and checking of site control, pulling of data from CAD files, all labor, materials, supplies, travel, travel costs and insurance.

Respectively submitted by:

  
Kyle Schultze, PLS  
Project Manager

Accepted subject to Tazewell County and IDOT approval of WHKS & Co. prime Engineering Services Agreement.	
 Craig Fink, Project Manager WHKS & Co.	01-24-2024 Date



September 20, 2023

Mr. Craig Fink  
WHKS  
3695 6<sup>th</sup> Street Frontage Road W, Suite A  
Springfield, IL 62703  
[cfink@whks.com](mailto:cfink@whks.com)

Re: Proposal for Geotechnical Services  
Country Club Drive over Lick Creek  
Tazewell County, Illinois  
MET Proposal No. B23175

Dear Mr. Fink:

In accordance with your September 20, 2023 email transmittal, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide Geotechnical Services for the captioned project. A description of the project, our proposed scope of services and fee estimate to provide these services follows.

**Proposed Project:**

We understand that replacement of the bridge which carries Country Club Drive over Lick Creek in Tazewell County, Illinois is planned. The scope of services outlined in this proposal is intended to provide information regarding the subsurface soil and groundwater conditions to allow for design of the foundations of the new structure. The scope of the exploration is based upon construction of a new bridge.

**Boring Program:**

We propose completing two (2) soil borings, near each end of the existing structure. The depth of the borings will be dependent upon the strength of the subsurface materials encountered in the borings. Criteria established by the Illinois Department of Transportation (IDOT) regarding the boring depths will be followed. Based upon typical subsurface conditions encountered in the area of the bridge, our proposal is based upon drilling each boring to a depth of 60 feet.

In accordance with IDOT criteria, soil samples will be obtained by split spoon methods. Sampling will be performed at 2½-foot intervals to a depth of 30 feet and will not exceed 5-foot intervals below this level. Representative portions of samples will be sealed, packaged, and transported to our laboratory. Groundwater observations will also be made during drilling.

Utility clearance for the borings to be made will be obtained by MET beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and on-site personnel. MET will utilize a crew trained in layout procedures to locate the borings in the field and will provide ground surface elevations for the bore holes by level survey methods. We understand that the average daily traffic is 900 vehicles. Therefore, our proposal assumes that traffic control signs and flaggers will be required when completing the borings.

**Laboratory Testing:**

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the soil classification system used by IDOT. Laboratory testing will include moisture content determinations and measurements of unconfined compressive strength, by direct or indirect methods, as appropriate.

**Report of Data Obtained:**

The results of the field measurements, sampling and laboratory testing will be provided on a boring location plan and computer-generated boring logs. We understand that an engineering analysis and preparation of a report with design recommendations will not be included in our scope of services.

**Fee Estimate:**

MET proposes to perform the soil borings and provide the boring logs as outlined in this proposal on a unit price basis in accordance with the attached Estimate Worksheet. In addition, our general conditions for geotechnical services have been included as part of this proposal.

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our office. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Sincerely,

**Midwest Engineering and Testing, Inc.**

**Kelsey R. Mueller**

Digitally signed by Kelsey R. Mueller  
DN: cn=Kelsey R. Mueller, o=MET,  
email=kmueller@metgeotech.com, c=US  
Date: 2023.09.20 15:59:08 -05'00'

Kelsey R. Mueller  
Ramsey Division Manager

Enclosures: Estimate Worksheet  
Location Map  
General Conditions

Accepted subject to Tazewell County and IDOT approval of WHKS & Co. prime Engineering Services Agreement.

Name: Craig Fink  
Signature: *Craig Fink*  
Title: Project Manager, WHKS & Co.  
Date: 01-24-2024



**Midwest Engineering and Testing, Inc.**

geotechnical - environmental - materials engineers  
 1701 W. Market St., Suite B  
 Bloomington, IL 61701  
 309-821-0430  
 FAX 309-821-1242  
 www.metgeotech.com

Mr. Craig Fink  
 WHKS  
 3695 6th Street Frontage Road W., Suite A  
 Springfield, IL 62703  
[cfink@whks.com](mailto:cfink@whks.com)

Proposal for Geotechnical Services  
 Country Club Drive over Lick Creek  
 Tazewell County, Illinois  
 MET Proposal No. B23175  
 September 20, 2023

**ESTIMATE WORKSHEET**

	<b><u>Quantity</u></b>		<b><u>Unit Fee</u></b>	<b><u>Total</u></b>
<b><i>Field Exploration Services</i></b>				
Mobilization of drilling equipment and personnel	1	Lump Sum	\$300.00	\$300.00
Drilling support vehicle	1	Days	\$125.00	\$125.00
Soil drilling with split-spoon sampling from depths of:				
- 0 to 25 feet	50	Feet	\$15.00	\$750.00
-25 to 50 feet	50	Feet	\$18.00	\$900.00
-50 to 75 feet	20	Feet	\$21.00	\$420.00
Two Traffic Control Flaggers and Signs	1	Day	\$2,400.00	<u>\$2,400.00</u>
<b>Subtotal for Field Services:</b>				<u>\$4,895.00</u>
<b><i>Laboratory Soil Testing Services</i></b>				
Dry Density tests	21	Tests	\$5.00	\$105.00
Rimac unconfined compressive strength tests	21	Tests	\$5.00	\$105.00
Moisture content tests	36	Tests	\$5.00	<u>\$180.00</u>
<b>Subtotal for Lab Services:</b>				<u>\$390.00</u>
<b><i>Engineering Services</i></b>				
Project Engineer - Coordination & Boring Logs	4	Hours	\$135.00	\$540.00
Principal Engineer - Admin.	1	Hour	\$175.00	<u>\$175.00</u>
<b>Subtotal for Engineering Services:</b>				<u>\$715.00</u>
<b>TOTAL ESTIMATED FEE:</b>				<b><u><u>\$6,000.00</u></u></b>

**COMMITTEE REPORT**

P-24-01

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 Medical Office Space Lease with Proctor Health Systems for the Broadway building was approved by the board on November 15, 2023 with a commencement date of January 1, 2024; and

WHEREAS, Proctor Health Systems does not anticipate using the space during fiscal year 2024; and

WHEREAS, Proctor Health Systems has requested that the contract be amended to change the commencement date to the sooner of January 1, 2025 or the month that occupancy occurs, with occupancy including, but not limited to, performing any construction renovations; and

WHEREAS, the lease term would remain five (5) years as of the revised commencement date with the tenant having the option for three (3) extensions of five (5) year terms.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and authorizes the Board Chairman to sign an agreement executing this recommendation.

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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



January 18, 2024

Mr. Mike Deluhery  
County Administrator  
Tazewell County  
11 South 4th Street Suite  
Pekin, IL 61554

Dear Mike:

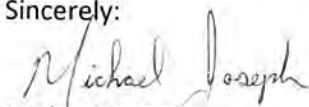
Thank you for your time on Tuesday, January 16<sup>th</sup> to revisit the Carle Health request to defer the lease commencement date for space in the building at 1800 Broadway Street in Pekin.

On its terms, the lease did commence on January 1, 2024, which was the agreed start date during the purchase/sale negotiations that began in May 2023. During the summer of 2023, it was our intent to renovate the 2,400 square feet leased from Tazewell County to open a clinic to serve the Pekin Area. Since that time and following the closing of the property in August 2023, Carle Health has had to re-evaluate the start date of a significant number of capital projects. In fact, financial restrictions have not only delayed capital projects in the Peoria Region, but throughout the Carle Health system. Please be assured, a clinic alongside the Tazewell County Health Department at the 1800 Broadway Street building remains a priority within our strategic plan. But because we wish to avoid paying rent for space we will not likely be able remodel and furnish until next year, we seek to defer the commencement of this lease until January 1, 2025.

Enclosed please find a proposed First Amendment to the Medical Office Lease we negotiated over several months and executed on December 18, 2023. This proposed draft amendment seeks only to defer the commencement date – no other changes to the original lease are requested. Therefore, the initial term will remain a 5-year term as will any subsequent renewal option terms. Furthermore, the proposed amendment also allows the option of a commencement date prior to January 1, 2025, if it were to happen that Carle Health would be able to allocate the needed capital before the January 1, 2025 commencement date.

Once again, we thank you for your offer to revisit our request and we are excited about the opportunity to partner with Tazewell County to provide a variety of healthcare services across the community. We welcome the opportunity to answer any questions or discuss any concerns you or the Tazewell County Board might have as you consider this request. During business hours I can be reached at 309-672-3196, my cellular phone is 309-370-1301 and my email address is [michael.joseph@carle.com](mailto:michael.joseph@carle.com).

Sincerely:

  
Michael Joseph  
Property Manager, Carle Health

## FIRST AMENDMENT TO MEDICAL OFFICE LEASE

This First Amendment to the Medical Office Lease (the “**Amendment**”) is by and between **County of Tazewell, State of Illinois** (“**Landlord**”) and **Proctor Health Systems**, an Illinois not-for-profit corporation (“**Tenant**”), and is effective as of the date of the last signature below (the “**Effective Date**”).

### Recitals

WHEREAS, Landlord and Tenant entered into a Medical Office Lease (the “**Lease**”) for space in the building known as 1800 Broadway St. Pekin, Illinois which was effective on January 1, 2024;

WHEREAS, due to temporary capital financing restrictions, Tenant desires to commence the lease on January 1, 2025, or sooner if appropriate financing for remodeling the leased space can be obtained; and

WHEREAS, Landlord and Tenant wish to amend the Lease by changing the commencement date and both parties are willing to so amend the Lease.

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. This Amendment and the Lease shall for all purposes be deemed to be one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, this Amendment shall control. Except as expressly defined herein, all words and phrases defined in the Lease shall have the same meaning in this Amendment as was ascribed to the words and phrases in the Lease.
2. Section 1(d) of the Lease regarding the Commencement Date shall be amended to read as follows:

(d) Commencement Date: January 1, 2025 at 12:01 a.m. If Tenant gives thirty (30) days’ advance notice in writing to Landlord that Tenant intends to occupy the space beginning on a date before January 1, 2025, the Lease shall commence on that earlier date.
3. Section 1(e) of the Lease regarding the Lease Term shall have the parentheses reference to January 1, 2024 stricken and removed.
4. Section 1(f) of the Lease regarding Rent Per Useable Square Foot shall have the parentheses reference to the initial term dates of January 1, 2024 - December 31, 2028 stricken and removed.

- 5. Except as modified by this Amendment, the Lease shall remain unmodified and in full force and effect.

IN WITNESS HEREOF, the undersigned have executed this Amendment as of the date of the last signature below.

**LANDLORD:**  
**County of Tazewell**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**  
**Proctor Health Systems**

DocuSigned by:  
By: *Nicholas Crompton*  
\_\_\_\_\_

0C1C38C9F8D7498...  
Title: VP of Facilities and Constr.  
\_\_\_\_\_

Date: 1/26/2024  
\_\_\_\_\_

**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 County's Finance Committee recommends to the County Board to accept the proposal from Zobrio for Abila MIP and Zobrio Cash Management renewal; and

WHEREAS, the total cost for the service period January 01, 2024 through December 31, 2024 is \$49,765.00.

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

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

PASSED THIS 31<sup>ST</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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





**Tazewell County, IL**

**Abila MIP & Zobrio Cash Management Renewal**

**November 15, 2023**

## INVESTMENT OVERVIEW

Description	Quantity	Sales Price	Total
Abila MIP & Zobrio Cash Management Renewal 2023-2024			
Annual Subscription for Abila MIP Fund Accounting Modules and Users *Please note this is a 1 year agreement	1	37,842.00	37,842.00
General Ledger Accounts Payable Budget Management Data Import/Export Purchase Orders with Encumbrances Payroll w/ Direct Deposit Accounts Receivable Billing and Reporting Bank Reconciliation Forms Designer eRequisitions Fixed Assets Human Resources (up to 500 active employees) Employee Web Services (up to 500 active employees) eRequisitions Users - 15 Named HR Users - 2 Additional Concurrent Users MIP Users - 12 Additional Concurrent Users			
15 User Zobrio Cash Management Annual Subscription (\$900 monthly) Zobrio Cash Management	1	11,923.00	11,923.00
Includes 1. Cash Balance Views 2. Bank Reconciliation for All Banks 3. Receipt Entry for All Remote Departments 4. Integration with MIP 5. Cash Balance of Remote Departments 6. Audit Trail 7. Credit Card Reconciliation			
Payment Terms: \$49,765 - Due at Renewal Signing			
Tazewell County, IL will pay all related: Time and Material Labor as they are incurred. All software subscriptions to be billed monthly.			
Service Period: January 1, 2024 through December 31, 2024			

Estimated Time and Materials - if required, professional services are billed as incurred based upon the actual hours. Actual hours may exceed the estimate.

**Total** \$49,765.00

Unless otherwise stated above, all Shipping and Handling charges will be invoiced in addition to the quoted amount.

All Reimbursable charges including but not limited to mileage, hotel, airfare, toll booths, meals, and other miscellaneous expenses will be invoiced in addition to the quoted amount.

Your signature indicates your acceptance of Zobrio, Inc. Standard Terms & Conditions dated April 1, 2021 located at <https://www.zobrio.com/tc> all of which are fully incorporated herein as if a part of this Agreement.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date



## ACCEPTANCE

Zobrio, Inc. and Tazewell County, IL hereby accept the terms of the contract tendered by Zobrio, Inc.

Accepted by: **Tazewell County, IL**

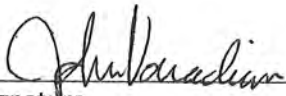
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Accepted by: **Zobrio, Inc.**

  
\_\_\_\_\_  
Signature

1/26/24  
\_\_\_\_\_  
Date

JOHN C VARADIAN  
\_\_\_\_\_  
Printed Name

CEO  
\_\_\_\_\_  
Title

**COMMITTEE REPORT**

F-24-02

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 the purchase of a squad car for the Sheriff's Department; and

WHEREAS, the purchase will be funded by the Risk Management Fund as it is a replacement of a squad car totaled in an accident; and

WHEREAS, the purchase price of the vehicle is \$43,395; and

WHEREAS the pricing is from the state Cooperative Purchasing Agreement; and

WHEREAS, additional replacement equipment which was damaged in the accident is to be purchased from Ray O'Herron using Risk Management funds for a total of \$658.00 as outlined in the attached quote; and

WHEREAS, the totaled vehicle (2021 Dodge Durango, VIN 1C4RDJFG5MC642661) is to be picked up by Travelers from Rod's Autobody in Pekin in order for Tazewell County to receive a check for \$7,629 (fair market value of \$32,439 - \$25,000 deductible).

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

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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



December 20, 2023

Captain Gerald C. Kempf  
Tazewell County Sheriff's Office  
Direct: 1-309-478-5628  
[gkempf@tazewell-il.gov](mailto:gkempf@tazewell-il.gov)


We propose the following for your consideration.

**1-New 2023 Ford Police Interceptor Utility AWD**

- UM Black Exterior Color
  - 96 Cloth Front/Vinyl Rear Seats
  - 17A Auxiliary Air Conditioning
  - 18D Hatch Timer Delete
  - 60A Grill/Lamp/Speaker Wiring
  - 51R Driver's Side LED Spotlight
  - 549 Power Heated Mirrors
  - 47A Factory Police Engine Idle
  - 55F Remote Keyless Entry
  - 68G Rear Lock/Windows DC
  - Sheriff License/Title
  - All other standard equipment
- Illinois Government Price \$43,395.00

Unit is in stock\* and available, first come first serve. Stock units are subject to sale at any time. Additional options can be added as required. All trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

  
Richie Morrow Wellenkamp  
Government Sales Manager  
Morrow Brothers Ford, Inc.

Customer Acceptance: 

Date of Acceptance: DECEMBER 21, 2023

Please submit this form along with your purchase order and a copy of your Illinois Tax Exempt Letter.

## REPORT SUMMARY

### CLAIM INFORMATION

Owner	Tazewell County Pekin, IL 61554
Loss Unit	Police 2021 Dodge DURANGO PURSUIT AWD 6cyl. 3.6l Sport Utility Vehicle
Loss Unit Type	SPECIALTY VEHICLES
Loss Incident Date	12/07/2023
Claim Reported	12/22/2023

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss unit, based on information provided to CCC by TRAVELERS - THE TRAVELERS INDEMNITY COMPANY.

### INSURANCE INFORMATION

Report Reference Number	116624669
Claim Reference	F0F7562001
Adjuster	Gja
Appraiser	Belvis, Mark
Odometer	44,389
Last Updated	12/22/2023 12:08 PM

### VALUATION SUMMARY

<b>Base Value</b>	<b>\$ 32,439.00</b>
<b>Adjusted Value</b>	<b>\$ 32,439.00</b>
DMV	+ \$ 190.00
Deductible	- \$ 25,000.00

**Total** **\$ 7,629.00**

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

#### BASE VALUE

This is derived from comparable unit(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

#### Inside the Report

Valuation Methodology.....	2
Loss Unit Information.....	3
Comparable Units.....	6
Valuation Notes.....	9
Supplemental Information.....	10

## VALUATION METHODOLOGY

### How was the valuation determined?



#### CLAIM INSPECTION

TRAVELERS - THE TRAVELERS INDEMNITY COMPANY has provided CCC with the zip code where the loss unit is garaged, loss unit VIN, mileage/hours, options and additional equipment, as well as loss unit condition, which is used to assist in determining the value of the loss unit.

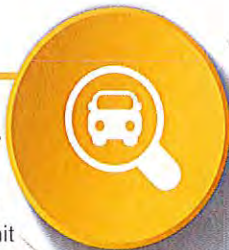


#### DATABASE REVIEW

CCC maintains an extensive database of units that currently are or recently were available for sale in the U.S. This database includes units advertised for sale by dealerships or private parties. All of these sources are updated regularly.

#### SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable units are selected. On current year units, new units for sale at the time of the valuation may have been used. The zip code where the loss unit is garaged determines the starting point for the search. Comparable units are similar to the loss unit based on relevant factors. If a sufficient number of comparable units cannot be located, CCC may also obtain dealer quotations for a unit with attributes as reported by the insurer.



#### CALCULATE VALUATION

Adjustments to the price of the selected comparable units are made to reflect differences in attributes, including mileage/hours, options, additional equipment, refurbishments, after factory equipment, and condition. Dollar adjustments are based upon market research. Finally, the Base Value is the straight average of the adjusted values of the comparable units. Due to the unique nature of the loss units valued in the Commercial and Recreational Vehicle division, a valuation specialist handles each request individually.



 **LOSS UNIT INFORMATION**

**LOSS UNIT DETAILS**

---

Location	Pekin , IL 61554
VIN	1C4RDJFG5MC642661
Year	2021
Make	Dodge
Model	DURANGO PURSUIT AWD
Drivetrain	4X4

**LOSS UNIT CONDITION**

---

	<b>Condition</b>
Overall Rating	Average

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicles .

Please review the information in the Loss Unit Information Section to confirm the reported mileage and condition, and to verify that the information accurately reflects the options, additional equipment, refurbishments or other aspects of the loss unit that may impact the value.

TRAVELERS - THE TRAVELERS INDEMNITY COMPANY uses condition inspection guidelines to determine the condition of the loss unit prior to the loss. The guidelines describe physical characteristics for the loss unit, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss unit's condition.



**LOSS UNIT EQUIPMENT**

CT - Transmission	AUTOMATIC TRANSMISSION	✓
	4 WHEEL DRIVE	✓
PO - Power	POWER STEERING	✓
	POWER BRAKES	✓
	POWER WINDOWS	✓
	POWER LOCKS	✓
	POWER MIRRORS	✓
	POWER DRIVER SEAT	✓
IS - Seats/Interior	BUCKET SEATS	✓
	CLOTH SEATS	✓
	RECLINING/LOUNGE SEATS	✓
CS - Convenience	AIR CONDITIONING	✓
	DUAL MIRRORS	✓
	INTERMITTENT WIPERS	✓
	TILT WHEEL	✓
	CRUISE CONTROL	✓
	REAR DEFOGGER	✓
	CONSOLE/STORAGE	✓
	KEYLESS ENTRY	✓
	HEATED MIRRORS	✓
	MESSAGE CENTER	✓
	STEERING WHEEL TOUCH CONTROLS	✓
	REAR WINDOW WIPER	✓
	TELESCOPIC WHEEL	✓
	CLIMATE CONTROL	✓
	OVERHEAD CONSOLE	✓
	DUAL AIR CONDITIONING	✓
CR - Radio	AM RADIO	✓
	FM RADIO	✓
	STEREO	✓
	SEARCH/SEEK	✓
	AUXILIARY AUDIO CONNECTION	✓
	SATELLITE RADIO	✓
	EQUALIZER	✓

To the left is the equipment of the loss unit that TRAVELERS - THE TRAVELERS INDEMNITY COMPANY provided to CCC.

**LOSS UNIT EQUIPMENT**

---

CW - Wheels	STYLED STEEL WHEELS	✓
SS - Safety	AIR BAG (DRIVER ONLY)	✓
	PASSENGER AIR BAG	✓
	ANTI-LOCK BRAKES (4)	✓
	4-WHEEL DISC BRAKES	✓
	TRACTION CONTROL	✓
	STABILITY CONTROL	✓
	FRONT SIDE IMPACT AIR BAGS	✓
	HEAD/CURTAIN AIR BAGS	✓
	HANDS FREE	✓
	BACKUP CAMERA	✓
	XENON OR L.E.D. HEADLAMPS	✓
	PARKING SENSORS	✓
	OP - Other	PRIVACY GLASS
REAR SPOILER		✓
CLEARCOAT PAINT		✓
REAR STEP BUMPER		✓
CALIFORNIA EMISSIONS		✓

 COMPARABLE UNITS

	Loss Unit	Comp 1	Comp 2
Price		\$38,980	\$37,900
<b>Year/Make/Model</b>	2021 Dodge DURANGO PURSUIT AWD	2022 Dodge DURANGO PURSUIT AWD	2022 Dodge DURANGO PURSUIT AWD
Odometer	44,389	22,347	1,600
<b>Configuration</b>			
Model Description	3.6L	3.6L	3.6L
Body Type	SPORT UTILITY VEHICLE	SPORT UTILITY VEHICLE	SPORT UTILITY VEHICLE
Drivetrain	4X4	4X4	4X4
Engine Cylinder	6	6	6
<b>Options</b>			
PS - Power Steering	✓	✓	✓
DG - Head/Curtain Air Bags	✓	✓	✓
TW - Tilt Wheel	✓	✓	✓
TX - Traction Control	✓	✓	✓
HM - Heated Mirrors	✓	✓	✓
M3 - Auxiliary Audio Connection	✓	✓	✓
PW - Power Windows	✓	✓	✓
PX - Backup Camera	✓	✓	✓
DM - Dual Mirrors	✓	✓	✓
DT - Privacy Glass	✓	✓	✓
DV - Blind Spot Detection	✗	✓	✓
MC - Message Center	✓	✓	✓
AB - Anti-Lock Brakes (4)	✓	✓	✓
AC - Air Conditioning	✓	✓	✓
4W - 4 Wheel Drive	✓	✓	✓
AG - Drivers Side Air Bag	✓	✓	✓
IP - Clearcoat Paint	✓	✓	✓
EM - California Emissions	✓	✓	✓
AM - AM Radio	✓	✓	✓
EQ - Equalizer	✓	✗	✗
IW - Intermittent Wipers	✓	✓	✓
RD - Rear Defogger	✓	✓	✓
AT - Automatic Transmission	✓	✓	✓

**Comp 1** Updated Date: 11/21/2023

2022 Dodge DURANGO PURSUIT  
AWD

VIN 1C4RDJFG0NC184772

Dealership JIM HAYES FORD

Location Harrisburg, IL

Telephone (844) 785-8294

Source Dealer Ad

Stock # C23144A

**Comp 2** Updated Date: 11/21/2023

2022 Dodge DURANGO PURSUIT  
AWD

VIN 1C4RDJFG6NC184176

Dealership Noel Daniels Motor C

Location Brandon, MS

Telephone (769) 241-1400

Source Dealer Ad

Stock # NC184176

**Comparables** used in the determination of the Base Value are not intended to be replacement units but are reflective of the market value, and may no longer be available for sale.

**Price** is the amount that the dealership will accept to sell the unit, though a lower price may be obtainable through negotiation.

 **COMPARABLE UNITS**

	Loss Unit	Comp 1	Comp 2
RG - Passenger Air Bag	✓	✓	✓
RL - Reclining/Lounge Seats	✓	✓	✓
FM - FM Radio	✓	✓	✓
SB - Rear Step Bumper	✓	✓	✓
BS - Bucket Seats	✓	✓	✓
SE - Search/Seek	✓	✓	✓
WP - Rear Window Wiper	✓	✓	✓
SL - Rear Spoiler	✓	✓	✓
KE - Keyless Entry	✓	✓	✓
T1 - Stability Control	✓	✓	✓
SP - Power Driver Seat	✓	✓	✓
CC - Cruise Control	✓	✓	✓
ST - Stereo	✓	✓	✓
SY - Styled Steel Wheels	✓	✓	✓
CL - Climate Control	✓	✓	✓
CN - Console/Storage	✓	✓	✓
CO - Overhead Console	✓	✓	✓
XE - Xenon Or L.e.d. Headlamps	✓	✓	✓
XG - Front Side Impact Air Bags	✓	✓	✓
CS - Cloth Seats	✓	✓	✓
PB - Power Brakes	✓	✓	✓
TH - Trailer Hitch	✗	✓	✓
XM - Satellite Radio	✓	✓	✓
TL - Telescopic Wheel	✓	✓	✓
PJ - Parking Sensors	✓	✓	✓
PL - Power Locks	✓	✓	✓
TQ - Steering Wheel Touch Controls	✓	✓	✓
PM - Power Mirrors	✓	✓	✓
DA - Dual Air Conditioning	✓	✓	✓
DB - 4-Wheel Disc Brakes	✓	✓	✓
HF - Hands Free	✓	✓	✓

Condition	Average	Average	Average
-----------	---------	---------	---------

**Adjustments:**

<b>Make/Model/Trim</b>	- \$ 3,375	- \$ 3,375
------------------------	------------	------------

**Options**

DV - Blind Spot Detection	- \$ 200	- \$ 200
TH - Trailer Hitch	- \$ 100	- \$ 100
<b>Odometer</b>	- \$ 1,282	- \$ 3,370

 **COMPARABLE UNITS**

**Condition**

Adjusted Comparable Value	\$34,023	\$30,855
---------------------------	----------	----------

## VALUATION NOTES

12/18/2023 10:51 - Loss Vehicle Standard Equipment: 4W, AB, AC, AG, AM, AT, BS, CC, CL, CN, CO, CS, DA, DB, DG, DM, DT, EM, FC, FM, HF, HM, IP, IW, KE, M3, MC, PB, PJ, PL, PM, PS, PW, PX, RD, RG, RL, SB, SE, SL, SP, ST, SY, T1, TL, TQ, TW, TX, WP, XE, XG, XM

12/18/2023 10:37 - LOSS VEHICLE AVERAGE MILEAGE: 27070

The following information was provided after the valuation was completed

12/22/2023 12:08 - Pre/Post Tax data modified after Valuation

12/22/2023 12:08 - Sales Tax data modified after Valuation

12/22/2023 12:08 - PVADJ CHANGE REQUESTED BY: DIETZ, COREY

This Market Valuation Report has been prepared exclusively for use by TRAVELERS - THE TRAVELERS INDEMNITY COMPANY, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of valuations, and there are other valuation sources available.

## SUPPLEMENTAL INFORMATION



### LOSS UNIT HISTORY INFORMATION

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#### VINGuard®

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VINGuard® Message: VINGuard has decoded this VIN without any errors

## SUPPLEMENTAL INFORMATION



### EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK	RESULTS FOUND
Abandoned	✓ No Abandoned Record Found
Damaged	✓ No Damaged Record Found
Fire Damage	✓ No Fire Damage Record Found
Grey Market	✓ No Grey Market Record Found
Hail Damage	✓ No Hail Damage Record Found
Insurance Loss	✓ No Insurance Loss Record Found
Junk	✓ No Junk Record Found
Rebuilt	✓ No Rebuilt Record Found
Salvage	✓ No Salvage Record Found
EVENT CHECK	RESULTS FOUND
NHTSA Crash Test Vehicle	✓ No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓ No Frame Damage Record Found
Major Damage Incident	✓ No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓ No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓ No Odometer Problem Record Found
Recycled	✓ No Recycled Record Found
Branded Title Auction	✓ No Branded Title Auction Record Found
Water Damage	✓ No Water Damage Record Found
VEHICLE INFORMATION	RESULTS FOUND
Accident	✓ No Accident Record Found
Corrected Title	✓ No Corrected Title Record Found
Driver Education	✓ No Driver Education Record Found
Duplicate Title	✓ No Duplicate Title Record Found
Emissions Safety Inspection	✓ No Emissions Safety Inspection Record Found
Fire Damage Incident	✓ No Fire Damage Incident Record Found
Lease	✓ No Lease Record Found
Lien	✓ No Lien Record Found
Livery Use	✓ No Livery Use Record Found
Government Use	✓ No Government Use Record Found
Police Use	✓ No Police Use Record Found
Fleet	✓ No Fleet Record Found
Rental	✓ No Rental Record Found
Fleet and/or Lease	✓ No Fleet and/or Lease Record Found
Fleet and/or Rental	✓ No Fleet and/or Rental Record Found
Repossessed	✓ No Repossessed Record Found
Taxi use	✓ No Taxi use Record Found
Theft	✓ No Theft Record Found

CCC provides TRAVELERS - THE TRAVELERS INDEMNITY COMPANY information reported by Experian® regarding the 2021 Dodge DURANGO PURSUIT AWD 6cyl. 3.6l ( 1C4RDJFG5MC642661 ). This data is provided for informational purposes. Unless otherwise noted in this Market Valuation Report, CCC does not adjust the value of the loss unit based upon this information.

**LEGEND :**

- ✓ No Event Found
- ⊖ Event Found
- 📄 Information Needed

**TITLE CHECK**

**THIS VEHICLE CHECKS OUT**

AutoCheck's result for this loss unit show no significant title events. When found, events often indicate automotive damage or warnings associated with the unit.

**EVENT CHECK**

**THIS VEHICLE CHECKS OUT**

AutoCheck's result for this loss unit show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

**VEHICLE INFORMATION**

**THIS VEHICLE CHECKS OUT**

AutoCheck's result for this loss unit show no vehicle information that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

**ODOMETER CHECK**

**THIS VEHICLE CHECKS OUT**

AutoCheck's result for this loss unit show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.



## SUPPLEMENTAL INFORMATION



**FULL HISTORY REPORT RUN DATE: 12/22/2023**

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	EVENT LOCATION	ODOMETER READING	DATA SOURCE	EVENT DETAIL
06/21/2021	PEKIN, IL	30	Motor Vehicle Dept.	Title
07/13/2021	PEKIN, IL		Motor Vehicle Dept.	Title

**AUTOCHECK TERMS AND CONDITIONS:**

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.



3549 N Vermilion St  
 Danville, IL 61832  
 www.oherron.com  
 rayoherron@oherron.com  
 1-800-223-2097

# Quote

**Quote # 3184056**  
 Customer No: 00-61554SH  
 Date: 1/2/2024

**BILL TO:**  
 TAZEWELL COUNTY SHERIFF  
 101 S. CAPITOL ST  
 PEKIN, IL 61554

**SHIP TO:**  
 TAZEWELL COUNTY SHERIFF'S DEPT  
 101 S CAPITOL  
 PEKIN, IL 61554

<b>BADGE NO:</b>	<b>PAYMENT TERMS:</b> NET 30 DAYS	<b>ORDERED BY:</b> CAPT GERALD KEMPF	<b>ORDER COMMENT:</b> EMAILED
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ITEM NO	DESCRIPTION	QUANTITY	PRICE	EXT PRICE
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SRO

\*\*\*\*\*ADD ACTUAL FREIGHT CHARGES\*\*\*\*\*

VTX609C	VERTEX LED LIGHT, WHITE	2.00	83.00	166.00
EGHST1W	GHOST LED LIGHT, WHITE	2.00	123.00	246.00
SA315P	SPEAKER, 100 WT	1.00	209.00	209.00
SAK54CM	SA 315 SPEAKER BRKT,15+ DUR	1.00	37.00	37.00

Sales Tax: 0.00

**Quote Total: 658.00**

**COMMITTEE REPORT**

F-24-03

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 Fiscal Year 2023 Budget Transfers for the Health Department as outlined in 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 Health Department, the Finance Office, the Treasurer, and the Auditor of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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

## Tazewell County Health Department Line Item Transfers -500 Fund FY2023

<u>Transfer from</u>	<u>Description</u>	<u>Transfer to</u>	<u>Description</u>	<u>Amount</u>
220-500-5014	Officers Merrit	220-500-5015	OnCall	21,850.00
220-500-5002	Prof/Tech Salaries	220-500-5001	Mgmt./Supr. Salaries	11,900.00
220-500-5002	Prof/Tech Salaries	220-500-5082	Medical Insurance	9,500.00
220-500-5120	Assoc. Membership Dues	220-500-5100	Office Supplies	300.00
220-500-5102	Paper	220-500-5100	Office Supplies	600.00
220-500-5101	Small Office Equip	220-500-5123	Newspaper Subscription	50.00
220-500-5120	Assoc. Membership Dues	220-500-5104	Postage & Shipping	1,000.00
220-500-5120	Assoc. Membership Dues	220-500-5121	Professional Cert Fees	1,100.00
220-500-5120	Assoc. Membership Dues	220-500-5130	Fuel & Oil	200.00
220-500-5120	Assoc. Membership Dues	220-500-5131	Computer Supply	75.00
220-500-5120	Assoc. Membership Dues	220-500-5134	Maint. Supply	1,300.00
220-500-5120	Assoc. Membership Dues	220-500-5135	Tech Supplies	1,000.00
220-500-5124	Data Subscriptions	220-500-5133	Medical Supply	9,500.00
220-500-5137	Cleaning Supply	220-500-5180	Prog Supplies	1,500.00
220-500-5171	Food	220-500-5180	Prog Supplies	2,200.00
220-500-5177	Educ. Supplies	220-500-5180	Prog Supplies	380.00
220-500-5203	Pub/Adv Services	220-500-5200	Software Maint	950.00
220-500-5280	Emergency Assist	220-500-5200	Software Maint	2,300.00
220-500-5320	Vehicle Maint	220-500-5221	Alarm system Monitoring	75.00
220-500-5321	Groundskeeping Equip	220-500-5341	Cell Phone	100.00
220-500-5321	Groundskeeping Equip	220-500-5215	Healthcare Services	200.00
220-500-5290	Board of Health	220-500-5215	Healthcare Services	850.00
220-500-5300	Plumbing	220-500-5215	Healthcare Services	1,300.00
220-500-5301	Electrical	220-500-5215	Healthcare Services	600.00
220-500-5302	HVAC	220-500-5215	Healthcare Services	800.00
220-500-5303	Carpentry	220-500-5215	Healthcare Services	1,000.00
220-500-5361	Gas & Electric	220-500-5215	Healthcare Services	3,100.00
220-500-5362	Water	220-500-5215	Healthcare Services	300.00
220-500-5361	Gas & Electric	220-500-5342	Internet	3,000.00
220-500-5364	Waste Removal	220-500-5454	Mileage-Busn	500.00
220-500-5365	Grounds Maint	220-500-5454	Mileage-Busn	400.00
220-500-5366	Pest Control	220-500-5454	Mileage-Busn	200.00
220-500-5401	Hotel	220-500-5454	Mileage-Busn	450.00
220-500-5404	Mileage	220-500-5454	Mileage-Busn	430.00
220-500-5405	PerDiem/Meals	220-500-5454	Mileage-Busn	800.00
220-500-5530	Building Improve	220-500-5600	Repay of Dept	1,600.00

## Tazewell County Health Department Line Item Transfers -500 Fund FY2023

<u>Transfer from</u>	<u>Description</u>	<u>Transfer to</u>	<u>Description</u>	<u>Amount</u>
220-500-5540	Office Furniture	220-500-5600	Repay of Dept	300.00
220-500-5541	Office Equipment	220-500-5600	Repay of Dept	1,400.00
220-500-5550	Computers	220-500-5600	Repay of Dept	4,700.00
220-500-5550	Computers	220-500-5262	Professional Fees	2,100.00
220-500-5280	Emergency Assist	220-500-5262	Professional Fees	700.00
220-500-5321	Groundskeeping Equip	220-500-5262	Professional Fees	500.00
220-500-5167	Recognition/Awards	220-500-5262	Professional Fees	400.00
220-500-5649	Adjustments	220-500-5262	Professional Fees	7,200.00
220-500-5649	Adjustments	220-500-5133	Medical Supply	78,300.00
				<b>177,010.00</b>

**COMMITTEE REPORT**

F-24-04

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 a Budget Transfer for the National Opioid Settlement Fund:

- Transfer \$63,352 from – Professional Services (235-699-5262) to:
  - Professional/Technical (235-699-5002) \$55,000;
  - Social Security (235-699-5070) \$4,208; and
  - IMRF (235-699-5080) \$4,144

WHEREAS, the transfer of funds is to cover the cost of a Substance Use Disorder Counselor.

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, Human Resources, the Finance Office, the Treasurer, and the Auditor of this action.

PASSED THIS 31<sup>st</sup> DAY OF January, 2024.

ATTEST:

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

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

## RESOLUTION

F-23-41-2

WHEREAS, at the November 15, 2023 County Board meeting resolution F-23-41 was approved, which directed the County Clerk to post the fees listed below and deferred final action on a fees resolution to the January 31, 2024 meeting, and

WHEREAS, 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 the Code are not sufficient to cover the costs of providing the services; and

WHEREAS, 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 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 the Counties Code Division 3-5 is set at \$60.01. This category includes the following document classes:

- Irregular documents
- Blanket documents; and

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

WHEREAS, 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, 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, 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, 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, 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, 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, the County Clerk has posted the required notice; and

WHEREAS, Public Act 103-400 effective January 1, 2024 requires in 55 ILCS 5/3-5018.2(b):

“If a county has previously adopted an ordinance or resolution adopting a predictable fee schedule, the county must adopt an ordinance or resolution revising that predictable fee schedule to be consistent with this Section”; and

WHEREAS, the above fees shall go into effect on April 1, 2024, allowing 60 days after the date of approval.

THEREFORE BE IT RESOLVED that the County Board approve the County Recorder fees listed above with an effective date of April 1, 2024.

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 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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Tazewell County Clerk

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Tazewell County Board Chairman

### Recording Fees Summary (Attachment A)

Fee	Fund	Land Documents	Non- Standard Documents	Non-Land Documents	Plats/ Subdivisions
Recording Fee (with predictable fee where applicable)	General Fund	\$ 33.01	\$ 60.01	\$ 33.01	\$ 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
<b>Total Fee</b>		<b>\$ 88.00</b>	<b>\$ 115.00</b>	<b>\$ 69.00</b>	<b>\$ 146.00</b>



**Bellwether, LLC**

Management Services & Consulting

# **Government Performance Services**

*Cost 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.



**Bellwether, LLC**

Management Services & Consulting

# **Government Performance Services**

*Cost 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 there 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:

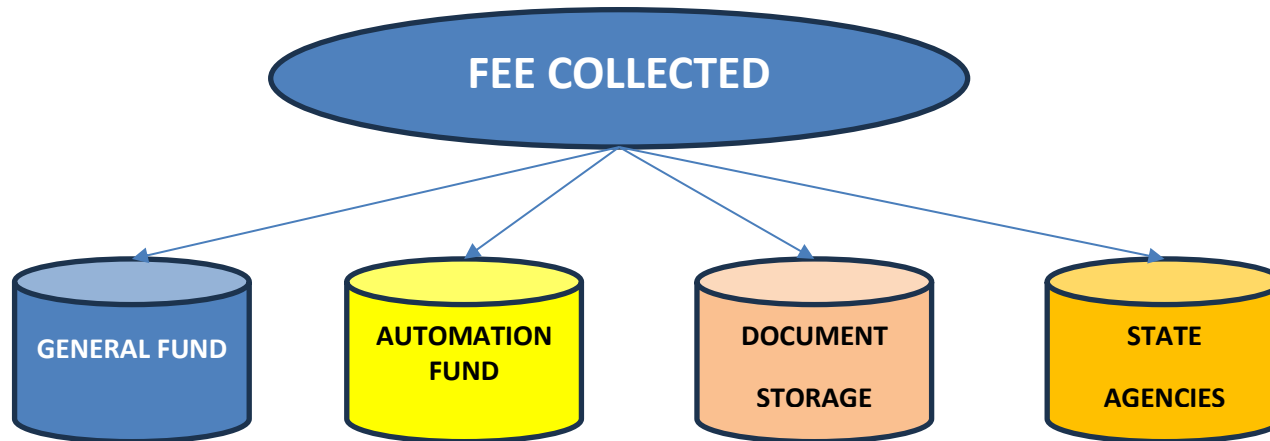
*The foregoing fees allowed by this Section are the maximum fees that may be collected from any officer, agency, department, or other instrumentality of the State. The county board may, however, by ordinance or resolution, increase the fees allowed by this Section and collect such increased fees from 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 \$5. 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"> <li>• Activities defined by statute.</li> </ul>	<ul style="list-style-type: none"> <li>• All activities are financially self-sufficient through fees charged at time of service.               <ul style="list-style-type: none"> <li>○ The General Fund is reimbursed for labor and infrastructure costs.</li> <li>○ Involved technology, storage and training are funded.</li> </ul> </li> </ul>
Management of the Property Tax Redemption Process	<ul style="list-style-type: none"> <li>• Activities defined by statute</li> </ul>	<ul style="list-style-type: none"> <li>• All activities are financially self-sufficient through fees charged at time of service.               <ul style="list-style-type: none"> <li>○ The General Fund is reimbursed for labor and infrastructure costs including a portion of the tax software cost.</li> </ul> </li> </ul>
Elections	<ul style="list-style-type: none"> <li>• Activities defined by statute and modified by the State Board of Elections</li> </ul>	<ul style="list-style-type: none"> <li>• 100% General Fund and State Supported               <ul style="list-style-type: none"> <li>○ No fee revenue applied.</li> </ul> </li> </ul>
County Payroll	<ul style="list-style-type: none"> <li>• A County Shared Service administratively located within the County Clerk function.</li> </ul>	<ul style="list-style-type: none"> <li>• 100% General Fund Supported               <ul style="list-style-type: none"> <li>○ No fee revenue applied.</li> </ul> </li> </ul>
Printing	<ul style="list-style-type: none"> <li>• A County Shared Service administratively located within the County Clerk function.</li> </ul>	<ul style="list-style-type: none"> <li>• 100% General Fund Supported               <ul style="list-style-type: none"> <li>○ No fee revenue applied.</li> </ul> </li> </ul>

## 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 may not be appropriated or expended for any other purpose. The additional amounts available to the recorder for 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 Fidar 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 Fidar 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 (Fidar Payments)   | \$ 31,600   |
| 2. Minimum Bellwether Recommended Unencumbered  | \$100,000   |
| 3. Pay down existing debt   | \$265,475 potentially avoiding \$38,755 in interest.                    |
| a. Remaining Principle plus Interest  | \$159,186 which includes \$5,799 in interest.                           |
| <b>4. Projected into 2024 transaction count for Automation</b>                                      | <b>\$160,000</b> which would not include the \$25,000 for book binding. |
| <b>a. This would resolve the Fidar Debt in one year with potential additional interest savings.</b> |   |

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.

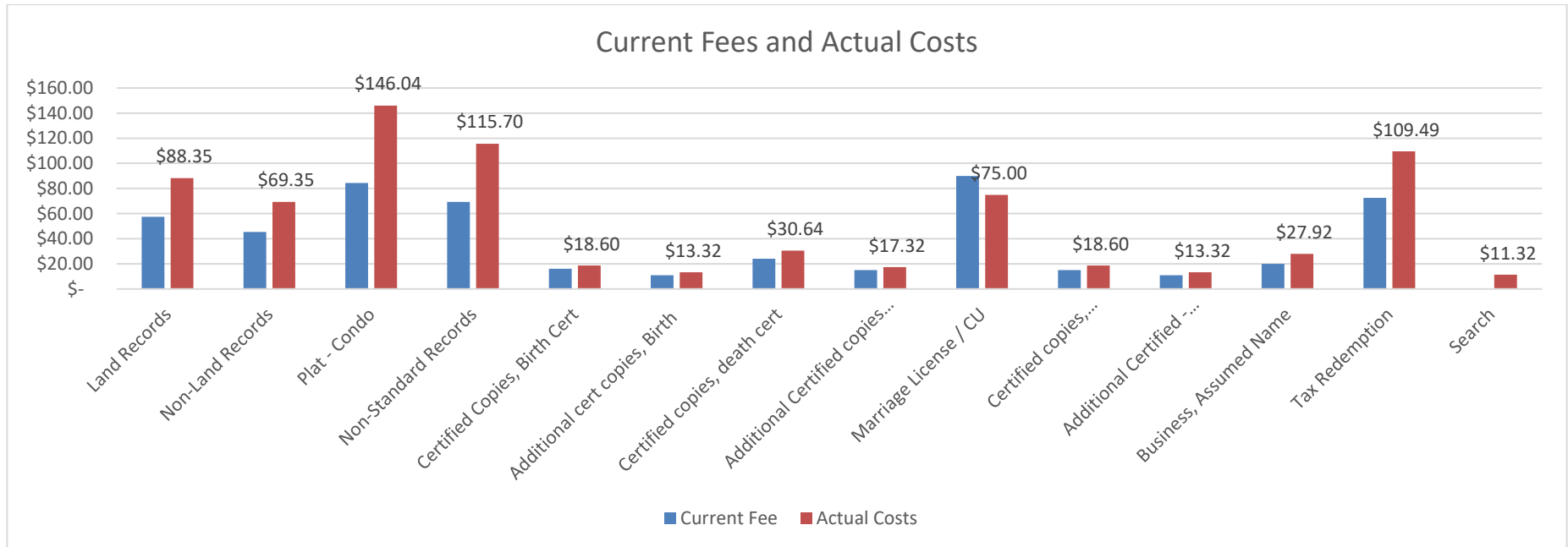
## Tazewell County Clerk / Recorder Fee Review

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.

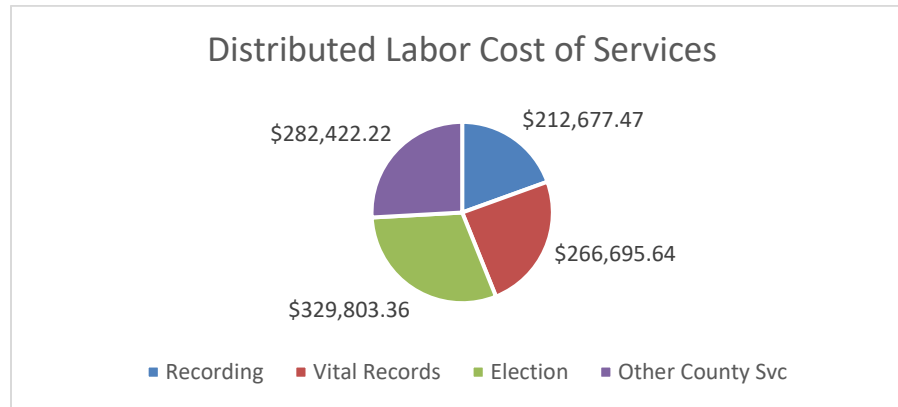
(b) On or before January 1, 2019, a county shall adopt and implement, by ordinance or resolution, a predictable fee schedule that eliminates surcharges or fees based on the individual attributes of a standard document to be recorded. The initial predictable fee schedule approved by a county board shall 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 tax identification or other parcel identifying code 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**

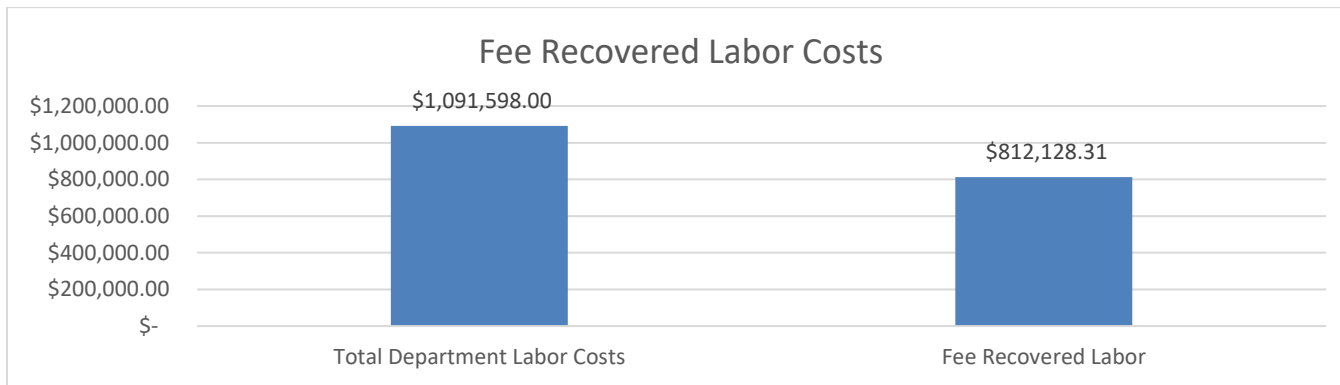
Total department labor costs were defined to include payroll, employer paid tax and benefit expenses, and a two-year projected impact of negotiated labor costs. These labor costs were then allocated across department functions.

**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.

<b>TOTAL VALUE PER FUND</b>	
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.

<b>55 ILCS 5/3-5018.2 Land Documents</b>				<b>55 ILCS 5/3-5018.2 Non-Standard</b>			
	<b>Prior</b>	<b>Actual</b>	<b>Change</b>		<b>Prior</b>	<b>Actual</b>	<b>Change</b>
<b>Summary</b>	<b>\$ 57.40</b>	<b>\$ 88.35</b>	<b>\$ 30.95</b>	<b>Summary</b>	<b>\$ 69.35</b>	<b>\$ 115.70</b>	<b>\$ 46.35</b>
General Fund	\$ 24.28	\$ 30.35	\$ 6.07	General Fund	\$ 36.23	\$ 60.70	\$ 24.47
Distributed to GIS	\$ 16.00	\$ 17.45	\$ 1.45	Distributed to GIS	\$ 16.00	\$ 17.45	\$ 1.45
Retained GIS	\$ 1.00	\$ 1.00	\$ -	Retained GIS	\$ 1.00	\$ 1.00	\$ -
Total RHSP collected	\$ 9.00	\$ 18.00	\$ 9.00	Total RHSP collected	\$ 9.00	\$ 18.00	\$ 9.00
Retained RHSP to Automation	\$ 0.50	\$ 0.50	\$ -	Retained RHSP to Automation	\$ 0.50	\$ 0.50	\$ -
Retained RHSP to General Fund	\$ 0.50	\$ 0.50	\$ -	Retained RHSP to General Fund	\$ 0.50	\$ 0.50	\$ -
Automation Fund	\$ 6.12	\$ 7.79	\$ 1.67	Automation Fund	\$ 6.12	\$ 7.79	\$ 1.67
Document Storage	\$ -	\$ 9.75	\$ 9.75	Document Storage	\$ -	\$ 9.75	\$ 9.75
Prior Predictable	\$ -	\$ 3.00	\$ 3.00	Prior Predictable	\$ -	\$ -	\$ -
<b>Recommended Distribution</b>				<b>Recommended Distribution</b>			
		Est Volume	Est Value			Est Volume	Est Value
To General Fund	\$ 33.85	18,397	\$ 622,734.06	To General Fund	\$ 61.20	50	\$ 3,059.98
To Special Fund	\$ 19.04	18,397	\$ 350,296.37	To Special Fund	\$ 19.04	50	\$ 952.05
To GIS	\$ 17.45	18,397	\$ 321,112.68	To GIS	\$ 17.45	50	\$ 872.73

55 ILCS 5/3-5018.2 Non-Land Documents			
	Prior	Actual	Change
<b>Summary</b>	<b>\$ 45.40</b>	<b>\$ 69.35</b>	<b>\$ 23.95</b>
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 Automatio	\$ -	\$ -	\$ -
Retained RHSP to General Fu	\$ -	\$ -	\$ -
Automation Fund	\$ 6.62	\$ 7.79	\$ 1.17
Document Storage	\$ -	\$ 9.75	\$ 9.75
Prior Predictable	\$ -	\$ 3.00	\$ 3.00
<b>Recommended Distribution</b>		Est Volume	Est Value
To General Fund	\$ 33.35	424	\$ 14,140.30
To Special Fund	\$ 18.54	424	\$ 7,861.36
To GIS	\$ 16.00	424	\$ 6,784.00

55 ILCS 5/3-5018.2 (d) Plat, Subdivisions			
	Prior	Actual	Change
<b>Summary</b>	<b>\$ 84.35</b>	<b>\$ 146.04</b>	<b>\$ 61.69</b>
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 Automata	\$ 0.50	\$ 0.50	\$ -
Retained RHSP to General	\$ 0.50	\$ 0.50	\$ -
Automation Fund	\$ 6.12	\$ 7.79	\$ 1.67
Document Storage	\$ -	\$ 9.75	\$ 9.75
Prior Predictable		\$ -	
<b>Recommended Distribution</b>		Est Volume	Est Value
To General Fund	\$ 91.55	103	\$ 9,429.58
To Special Fund	\$ 18.04	103	\$ 1,858.22
To GIS	\$ 17.45	103	\$ 1,797.83

## GIS FEE CALCULATIONS

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

## 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.

<b>Birth Certified</b>	<b>Current</b>	<b>Actual</b>	<b>Change</b>	<b>Extended</b>		<b>Add Cert Copies - Birth</b>	<b>Current</b>	<b>Actual</b>	<b>Change</b>	<b>Extended</b>
<b>Summary</b>	\$ 16.00	\$ 18.60	\$ 2.60	by Volume		<b>Summary</b>	\$ 11.00	\$ 13.32	\$ 2.32	by Volume
General	\$ 14.00	\$ 16.60	\$ 2.60	\$ 4,565.50		General	\$ 9.00	\$ 11.32	\$ 2.32	\$ 30,845.44
Automation	\$ 2.00	\$ 2.00	\$ -	\$ 550.00		Automation	\$ 2.00	\$ 2.00	\$ -	\$ 5,450.00
Other	\$ -	\$ -	\$ -	\$ -		Other	\$ -	\$ -	\$ -	\$ -
<b>Death Certified</b>	<b>Current</b>	<b>Actual</b>	<b>Change</b>	<b>Extended</b>		<b>Add Cert Copies - Death</b>	<b>Current</b>	<b>Actual</b>	<b>Change</b>	<b>Extended</b>
<b>Summary</b>	\$ 24.00	\$ 30.64	\$ 6.64	by Volume		<b>Summary</b>	\$ 15.00	\$ 17.32	\$ 2.32	by Volume
General	\$ 18.00	\$ 24.64	\$ 6.64	\$ 5,716.22		General	\$ 9.00	\$ 11.32	\$ 2.32	\$ 3,395.83
Automation	\$ 2.00	\$ 2.00	\$ -	\$ 464.00		Automation	\$ 2.00	\$ 2.00	\$ -	\$ 600.00
Other	\$ 4.00	\$ 4.00	\$ -	\$ 928.00		Other	\$ 4.00	\$ 4.00	\$ -	\$ 1,200.00
<b>Marriage</b>	<b>Current</b>	<b>Actual</b>	<b>Change</b>	<b>Extended</b>		<b>Marriage Cert Copy</b>	<b>Current</b>	<b>Actual</b>	<b>Change</b>	<b>Extended</b>
<b>Summary</b>	\$ 90.00	\$ 75.00	\$ (15.00)	by Volume		<b>Summary</b>	\$ 15.00	\$ 13.32	\$ (1.68)	by Volume
General	\$ 83.00	\$ 68.00	\$ (15.00)	\$ 39,372.00		General	\$ 13.00	\$ 11.32	\$ (1.68)	\$ 11.32
Automation	\$ 2.00	\$ 2.00	\$ -	\$ 1,158.00		Automation	\$ 2.00	\$ 2.00	\$ -	\$ 2.00
Other	\$ 5.00	\$ 5.00	\$ -	\$ 2,895.00		Other	\$ -	\$ -	\$ -	\$ -

<b>Add Cert Copies - Marriage</b>	<b>Current</b>	<b>Actual</b>	<b>Change</b>	<b>Extended</b>		<b>Search Fee</b>	<b>Current</b>	<b>Actual</b>	<b>Change</b>	<b>Extended</b>
<b>Summary</b>	\$ 11.00	\$ 13.32	\$ 2.32	by Volume		<b>Summary</b>	\$ -	\$ 11.32	\$ 11.32	by Volume
General	\$ 9.00	\$ 11.32	\$ 2.32	\$ 11.32		General	\$ -	\$ 11.32	\$ 11.32	\$ 282.99
Automation	\$ 2.00	\$ 2.00	\$ -	\$ 2.00		Automation	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -		Other	\$ -	\$ -	\$ -	\$ -
<b>Business, Assumed Name</b>	<b>Current</b>	<b>Actual</b>	<b>Change</b>	<b>Extended</b>		<b>Tax Redemption</b>	<b>Current</b>	<b>Actual</b>	<b>Change</b>	<b>Extended</b>
<b>Summary</b>	\$ 20.00	\$ 27.92	\$ 7.92	by Volume		<b>Summary</b>	\$ 72.50	\$ 109.49	\$ 36.99	by Volume
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 <b>General Fund</b>
Notary Public	Certification, materials, labor	\$5.00 per stamp*	Employee certification and labor are paid from the <b>General Fund.</b>

\*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**

**COMMITTEE REPORT**

HR-24-01

Mr. Chairman and Members of the Tazewell County Board:

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

-----  
**RESOLUTION**

WHEREAS, the County’s Human Resources Committee recommends to the County Board to approve the salary for the office of the County full-time Chief Public Defender; and

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

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

WHEREAS, the compensation for the office of State’s Attorney received a cost of living increase effective July 01, 2023.

THEREFORE BE IT RESOLVED, effective July 01, 2023, the annual compensation of the County’s full-time Public Defender position shall be set at \$177,692.80, an amount 90% of the annual compensation set for the State’s Attorney as of July 01, 2023.

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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

# Notice of Annual Salary Reimbursement COLA for State's Attorneys and Public Defenders



June 15, 2023



Letter ID: L2107036488

Fiscal Year: 2024

Effective Date: 7/1/2023

TAZEWELL COUNTY TREASURER  
ATTN: ANGIE GANDY  
11 S 4TH ST STE 203  
PEKIN IL 61554-4281

A Cost of Living Adjustment (COLA) increase has been granted for fiscal year 2024 for the position of state's attorney and assistant state's attorney. Below is a summary of the base salary and reimbursement amounts.

Base Salary	4.6% COLA	Salary
\$188,753.77	\$8,682.67	\$197,436.44

A summary of the reimbursable amount is below. Per 55 ILCS 5/4-2001, the State of Illinois shall furnish 66 2/3% of the total annual compensation to be paid to each state's attorney in Illinois based on the salary in effect on December 31, 1988, and 100% of the increases in salary taking effect after December 31, 1988. For this reason the reimbursable amounts below may be less than the actual salary paid as provided above.

### State's Attorney Salary Reimbursement

	Total Reimbursement	Monthly Reimbursement
1. State's Attorney Salary:	\$175,605.44	\$13,910.23
2. ASA - Mental Health Institution:	\$0.00	\$0.00
3. ASA - Higher Education Facility:	\$7,200.00	\$600.00
<b>Total</b>	<b>\$182,805.44</b>	<b>\$14,510.23</b>

### Public Defender Salary Reimbursement

Our records indicate that your county has a full-time public defender. Per Illinois State statute (55 ILCS 5/3-4007), you are required to maintain a salary of at least 90% of the county's state's attorney annual salary. Your new public defender's salary should be \$177,692.80. Your new monthly public defender's reimbursement amount will be \$9,870.83. We will require a Form PTAX-451, Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff, to be completed and filled with us for the public defender's salary increase, along with the authorizing documentation as outlined on the form.

Please provide a copy of this letter to your state's attorney. You may contact us with any questions you may have using the contact information below.

PROPERTY TAX DIVISION  
ILLINOIS DEPARTMENT OF REVENUE  
PO BOX 19033  
SPRINGFIELD, IL 62784-9033

217 785-1356

rev.propertytax@illinois.gov

**COMMITTEE REPORT**

HR-24-02

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:

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**RESOLUTION**

WHEREAS, the County’s Human Resources Committee recommends to the County Board to approve the salary for the Tazewell County Sheriff; and

WHEREAS, 55 ILCS 5/3-6007.5 requires that counties employing a full-time Sheriff set the annual compensation of said full-time Sheriff in an amount at least 80% of the annual compensation set for the County’s State’s Attorney; and

WHEREAS, the State shall furnish 66 2/3% of the total annual salary to be paid to a sheriff and said amounts furnished by the State shall be payable monthly by the Department of Revenue out of the Personal Property Tax Replacement Fund or the General Revenue Fund to the county in which the sheriff is elected or appointed; and

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

WHEREAS, the compensation for the office of State’s Attorney received a cost of living increase effective July 01, 2023; and

WHEREAS, receipt of any stipend from the State of Illinois under 55 ILCS 5/4-6003, currently \$6,500.00 will not be included in the calculations of salary paid from Tazewell County.

THEREFORE BE IT RESOLVED, effective July 01, 2023, the annual compensation of the County’s full-time Sheriff position shall be set at \$157,949.15, an amount 80% of the annual compensation set for the State’s Attorney as of July 01, 2023.

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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

Mr. Chairman and Members of the Tazewell County Board:

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

-----  
**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to make changes and additions to the County's Health Insurance Plan document; and

WHEREAS, there have been no changes to the calendar year dental maximum benefit and the orthodontia lifetime maximum benefit since 2009; and

WHEREAS, as outlined in the attached dental summary of benefits, the recommended changes to the current plan are as follows effective December 1, 2023:

1. The calendar year maximum benefit for Class 1, Class 2, and Class 3 services will be increased from \$1,000 to \$2,000.
2. Class 4 Services (Orthodontics) will change from a \$1,000 lifetime maximum benefit per family to a \$2,000 calendar year maximum benefit for each dependent under the age of 23.

WHEREAS, additions to the current medical plan are as follows effective December 1, 2023:

1. Over-the-Counter (OTC) breast pumps will be covered by the medical plan up to \$400 per pregnancy in addition to the current coverage of medical grade breast pumps.
2. Add coverage for the initial purchase of a wig to include alopecia patients and burn victims in addition to coverage of a wig after chemotherapy or radiation therapy.

WHEREAS, as outlined in the attached dental summary of benefits, the recommended changes to the current plan are as follows effective December 1, 2024:

1. Class 4 Services (Orthodontics) will change from dependents under the age of 23 to dependents under the age of 21.

THEREFORE BE IT RESOLVED that the County Board approves the recommendations and directs Consociate to incorporate the changes into the health and dental plans.

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

PASSED THIS 31<sup>st</sup> DAY OF January, 2024.

ATTEST:

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

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

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

BY THIS AGREEMENT, the Plan Document and Summary Plan Description is hereby amended in the following particulars, effective **December 1, 2023**.

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

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

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

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

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

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

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

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

BY THIS AGREEMENT, the Plan Document and Summary Plan Description is hereby amended in the following particulars, effective **December 1, 2024**.

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

Covered Dental Expenses:	Member Pays	Limits
Class 4 Services (Orthodontics)* *Limited to Dependents under age 21	50%	See Dental Benefits section

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

Covered Dental Expenses:	Member Pays
Class 4 Services (Orthodontics)* *Limited to Dependents under age 21	50%

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Tazewell County Health Care Plan Amendment



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

-----  
**RESOLUTION**

WHEREAS, the County’s Human Resources Committee recommends to the County Board to create a position to serve as a Substance Use Disorder Counselor; and

WHEREAS, Korn Ferry has not provided a grade for the position; and

WHEREAS, based on internal review, it is recommended to be a Grade 14; and

WHEREAS, if Korn Ferry grades the position differently, the job description will be returned to the Human Resources Committee; and

WHEREAS, the position will be paid out of the National Opioid Settlement Fund; and

WHEREAS, sufficient funds are available in the FY24 budget for the position.

THEREFORE BE IT RESOLVED by the County Board that the job description is approved and the Circuit Court is authorized to hire a Substance Use Disorder Counselor.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Facilities Director, Human Resources, Sheriff, Circuit Court, and the Payroll Division of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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



## Tazewell County Job Description

**Job Title:** Substance Use Disorder Counselor  
**Department:** Tazewell County Courts  
**Reports to:** Tazewell County Drug Court Judge  
**FLSA Status:** Exempt, Full-Time  
**Affiliation:** Non-Union  
**Grade:** ?  
**Prepared Date:** January 15, 2024

**SUMMARY:** The Substance Use Disorder Counselor is responsible for the client's treatment process as well as serving the client with consultation and guidance throughout treatment through the Tazewell County Substance Use Education Program.

**JOB RELATIONSHIP:** Appointed by the Tazewell County Circuit Court Judge and Tazewell County Sheriff and under the direct supervision and direction of Tazewell County Courts and Probation.

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

- Serve as the primary counselor for the Tazewell County Substance Use Education Program.
- Review assessments in order to fully understand the client and define those problems particular to the client.
- Meet with the client's family and/or significant others as appropriate.
- Educate and offer suggestions for how they best can support the client's recovery program.
- Make referrals to community resources as needs are assessed.
- Coordinate the development of Individualized Treatment Plans including identification of problems, objectives and treatment methods with the client.
- Documentation of regular Progress Notes to reflect progress in achieving treatment objectives.
- Update treatment plan according to client's treatment progress and needs throughout the treatment process and document in treatment plan section in client's chart.
- Coordinate, facilitate communication for the client with attorneys, probation officers, mental health providers, etc. and document all communication in client file.
- Refer client to appropriate resources for support after discharge from the program.

- Facilitate development of a comprehensive Discharge Plan for the client and the family.
- Maintain current knowledge of behavioral managed care and the precertification and utilization review activities necessary to obtain treatment approval.
- Provides statistical data or special reports as required.
- Continue professional development and involvement in professional activities that enhance clinical practice by sharing knowledge through networking and research.
- Demonstrate knowledge that patient and workplace safety is a priority by preventing errors, accidents and infections and reporting potential or actual concerns immediately.
- Develop, promote and maintain a good relationship with self-help programs such as AA, NA and Al-Anon.
- Perform other duties as assigned.

**SUPERVISORY RESPONSIBILITIES:** No supervisory duties.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Must have effective public relations skills.
- Ability to complete tasks with little supervision.
- Ability to maintain confidentiality with sensitive information.
- Must have excellent organization and record keeping skills.

**EDUCATION and /or EXPERIENCE:**

- Bachelor's degree in psychology, social work, counseling or a related field required; Master's degree in psychology, social work, counseling or a related field preferred
- A minimum of at least two (2) years of prior experience in the addictions field, counseling field and/or related field

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

**CERTIFICATES, LICENSES, REGISTRATIONS:** CADC or LPC, or Licensed Professional Counselor required upon hire OR Licensed Professional Counselor (LCPC) or Licensed Clinical Social Worker (LCSW) within two (2) years of hire.

**REASONING ABILITY:** Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret industry-driven data. Must have the ability to manage multiple projects paying strong attention to detail, and to liaison/network with other departments and agencies.

**LANGUAGE SKILLS:** Ability to read and interpret industry periodicals, professional journals as well as state and federal regulations. Ability to write reports, correspondence, and clinical notes. Ability to effectively present information and respond to questions. Must possess excellent communication skills.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The employee is frequently required to stand, walk, sit, use hands as well as reach with hands and arms.
- The employee may infrequently lift and/or move more than 20 pounds.
- Ability to operate standard office equipment.
- Talk and hear in person as well as on telephone.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

- The employee may be exposed to angry and/or hostile individuals involved in the criminal judicial system.
- Employees may be exposed to stressful situations while working with management, officials, law enforcements, first responders, medical professionals, jail detainees, and the general public.
- Must be able to maintain a calm and professional demeanor.

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

**COMMITTEE REPORT**

HR-24-06

Mr. Chairman and Members of the Tazewell County Board:

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

-----  
**RESOLUTION**

WHEREAS, the Tazewell County Board recognizes County employee indicated herein for their years of loyal service to Tazewell County Government and is proud to present each employee with a Certificate of Appreciation; and

**FY 2023 Service Recognition by Department**

Jim D Garls	Buildings & Grounds	5 Years
Walter W Loberg	Buildings & Grounds	10 Years
Julie A Young	Circuit Clerk	25 Years
Kevin M Bresnahan	Community Development (ZBA)	5 Years
Charles R Hanley	Coroner	5 Years
Jeffrey J Young	County Administration	10 Years
William W Atkins	County Board	5 Years
Gregory Longfellow	County Board	5 Years
Michael L Harris	County Board	25 Years
Greg Sinn	County Board	35 Years
Daniel Sullivan	County Clerk/Recorder	5 Years
Dayna M Buck	County Clerk Reorder	5 Years
Deanne L Underwood	County Clerk/Recorder	5 Years
Teresa A Melvin	County Clerk/Recorder	15 Years
Patricia K Shields	Court Services	20 Years
Michelle L Stealy	Court Services	20 Years
Daymon L Aeilts	Court Services	25 Years
Eric M Quiram	Court Services	25 Years
Dawn M Cook	EMA	30 Years

Richard E Mendenhall	ETSB	20 Years
Sherri R Dierker	Finance Department	20 Years
Glen A Evans	Health Department	5 Years
Carline L Ehrett	Health Department	5 Years
Jamie J Webb	Health Department	5 Years
Megan S Leeper	Health Department	5 Years
Elizabeth A Scheuermann	Health Department	5 Years
Rhonda R Stoops	Health Department	5 Years
Diane S Harms	Health Department	10 Years
Amanda R Hunt	Health Department	10 Years
Andrew R Johnson	Health Department	15 Years
Elizabeth D Beachy	Health Department	20 Years
Ashley D Purdy	Health Department	20 Years
Kerri Viets	Health Department	25 Years
Janet S Johnson	Health Department	30 Years
Michele D Scharping	Health Department	30 Years
Dirk S Zimmerman	Highway	5 Years
Michael P Hagerty	Highway	45 Years
Debbie A Harper	Public Defender	5 Years
Joseph J Bembenek	Public Defender	10 Years
Julie A Keller	Public Defender	10 Years
Peter J Lynch	Public Defender	10 Years
Matthew Hoppock	Public Defender	15 Years
Aimee E Dluski	Public Defender	20 Years
Tyler L Clark	Sheriff's Office	5 Years
Austin D Gillespie	Sheriff's Office	5 Years
Randy W Vest	Sheriff's Office	5 Years
Michael E Brenkman	Sheriff's Office	5 Years
Bradley P Everett	Sheriff's Office	5 Years
Brodie D Oberle	Sheriff's Office	5 Years
James T Arrowood	Sheriff's Office	5 Years

Theresa L Fardel	Sheriff's Office	10 Years
Michael J Kirk	Sheriff's Office	10 Years
Chris P Petsas	Sheriff's Office	10 Years
Tyler J Hoog	Sheriff's Office	15 Years
Michael A Taylor	Sheriff's Office	15 Years
David E Harper	Sheriff's Office	20 Years
Angela D Kolesar	Sheriff's Office	20 Years
Lisa M Linton	Sheriff's Office	20 Years
Jennifer J Stanton	Sheriff's Office	20 Years
Jacob M Tucker	Sheriff's Office	20 Years
James A Brown	Sheriff's Office	25 Years
George D Glover	Sheriff's Office	25 Years
Marc C Rabb	Sheriff's Office	25 Years
Jozef R Szadkowski Jr	Sheriff's Office	25 Years
Ryan D Tarby	Sheriff's Office	25 Years
Aliesha N Graves	State's Attorney's Office	5 Years
Sarah R Lavin	State's Attorney's Office (CAC)	5 Years
Christina S Payne	State's Attorney's Office	5 Years
Cassandra E Mullikin	State's Attorney's Office	10 Years
Michael P Holly	State's Attorney's Office	20 Years
Todd A Mutchler	State's Attorney's Office	30 Years
Sherlyn R Cleaver	State's Attorney's Office	25 Years
Kimberly A Hoyland	Supervisor of Assessments	10 Years

THEREFORE BE IT RESOLVED that the County Board extends its appreciation to these employees of Tazewell County Government.

PASSED THIS 31<sup>st</sup> DAY OF January, 2024.

ATTEST:

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County Clerk

---

County Board Chairman



**COMMITTEE REPORT**

RM-24-01

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 Risk Committee recommends to the County Board to approve the First Amendment to the Insurance Broker Services Agreement with Envision Insurance Group; and

WHEREAS, the County entered into a two-year Insurance Broker Services Agreement with Envision Insurance Group to secure professional insurance brokerage services relating to the placement of Tazewell County's commercial property and casualty insurance programs with a commencement date of December 1, 2023; and

WHEREAS, Envision Insurance Group has offered to reduce the fee owed by the County for the 2023/2024 annual coverage term to \$100, given the extra costs associated with the cyber incident settlement with CFC, USA, and

WHEREAS, the County and Envision Insurance Group agree to extend the agreement to add a third coverage year term for 2025/2026.

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 HR Director, Envision Insurance Group, and the Auditor of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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

**FIRST AMENDMENT TO INSURANCE BROKER SERVICES AGREEMENT BETWEEN TAZEWELL COUNTY, ILLINOIS AND ENVISION INSURANCE GROUP**

This First Amendment to the Insurance Broker Service Agreement (the "Amendment") is by and between the County of Tazewell, State of Illinois ("County") and Envision Insurance Group ("Broker"), an Illinois Corporation whose principal office is located at 150 South Main Street, Suite B, Morton, IL 61550.

**RECITALS**

WHEREAS, the County and Broker entered into an Insurance Broker Service Agreement ("Agreement") to secure professional insurance brokerage services relating to the placement of Tazewell County's commercial property and casualty insurance programs with a commencement date of December 1, 2023; and

WHEREAS, the County entered into a settlement with CFC, USA in response to a cyber event; and

WHEREAS, the Broker has offered to reduce the fee owed by the County for the 2023/2024 annual coverage term given the extra costs associated with the settlement with CFC, USA; and

WHEREAS, the County and Broker agree to add an additional coverage year to the agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. This Amendment and the Agreement shall for all purposes be deemed to be one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall control. Except as expressly defined herein, all words and phrases defined in the Agreement shall have the same meaning in this Amendment as was ascribed to the words and phrases in the Agreement.
2. Section I, Scope of Services, of the Agreement shall be amended as follows:

Broker agrees to provide the services outlined below with respect to the Tazewell County's 2023/2024, 2024/2025, and 2025/2026 annual coverage term of commercial property and casualty insurance program. Certain services may be provided directly by the insurance carrier, in which case the Broker will provide oversight.

3. Section III of the Agreement regarding the term shall be amended as follows:

This Agreement shall commence and be effective December 1, 2023, and end November 30, 2026, unless extended or terminated as otherwise agreed by the parties.

4. Section III of the Agreement regarding fees shall be amended as follows:

For the services provided by the Broker pursuant to the Agreement, the County agrees to pay Broker a fee of ONE HUNDRED DOLLARS (\$100.00) for the 2023/2024 annual coverage term, and TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$28,000.00) for the 2024/2025 and 2025/2026 annual coverage terms. Each payment shall be as follows:

1. \$100.00 not later than March 1, 2024,
2. \$14,000.00 not later than December 1, 2024,
3. \$14,000.00 not later than May 1, 2025,
4. \$14,000.00 not later than December 1, 2025, and
5. \$14,000.00 not later than May 1, 2026.

The payments for the 2024/2025 and 2025/2026 annual coverage term represent prepayment of services to be provided during the six months following the payment due date.

These fees include the cost of continuing to assist with claims beyond the annual coverage term when the incident occurred during the term of this Agreement.

The Broker shall not receive a commission from insurance carriers on policies entered into by Tazewell County.

5. Section V. subsection E. of the Agreement regarding seeking proposals shall be amended as follows:

Nothing in this Agreement shall preclude Tazewell County from seeking proposals, issuing bids, or contracting with another party related to services to be provided for the annual coverage term beginning on December 1, 2026 or when written notice of termination has been provided. The Broker shall provide the reports and documentation related to claims that are necessary to seek proposals.


6. Except as modified by this Amendment, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS HEREOF, the undersigned have executed this Amendment as of the date of the last signature below.

**County of Tazewell**

**Envision Insurance Group**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: *Senior Account Executive* \_\_\_\_\_

Date: \_\_\_\_\_

Date: *1-26-2024* \_\_\_\_\_





WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

MACKINAW TOWNSHIP

PERMANENT PARCEL NUMBER: 13-13-15-103-001

As described in certificate(s) : 001174 sold October 2008

and it appearing to the Executive Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, AMBER HARPER, KRISTI GIBBS, has bid \$817.40 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$274.41 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$67.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$817.40.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWell COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$274.41 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

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

TAZEWELL COUNTY, Illinois

Resolution No. E-24-08

A Resolution of TAZEWELL COUNTY adopting the  
2023 Tazewell County Multi-Jurisdictional Multi-Hazard Mitigation Plan

WHEREAS the TAZEWELL COUNTY EXECUTIVE COMMITTEE recognizes the threat that natural and man-made hazards, including severe thunderstorms, severe winter storms, floods, and tornadoes among others, pose to people and property within TAZEWELL COUNTY; and

WHEREAS a multi-hazard mitigation plan has been prepared, hereby known as the 2023 Tazewell County Multi-Jurisdictional Multi-Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, and the National Dam Safety Program Act, as amended; and

WHEREAS the 2023 Tazewell County Multi-Jurisdictional Multi-Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in TAZEWELL COUNTY from the impacts of future hazards and disasters; and

WHEREAS adoption by TAZEWELL COUNTY demonstrates its commitment to hazard mitigation and achieving the goals outlines in the 2023 Tazewell County Multi-Jurisdictional Multi-Hazard Mitigation Plan.

TAZEWELL COUNTY adopts the 2023 Tazewell County Multi-Jurisdictional Multi-Hazard Mitigation Plan and agrees to participate in the annual maintenance and evaluation of the Plan.

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 EMA Director of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

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 County's Executive Committee recommends to the County Board to approve the Construction Change Request of Bishop Bros., Inc., for the access controls to the door operators at Doors 124 and 208 at the McKenzie Building; and

WHEREAS, the Construction Change Request will deduct \$2,785.00 from the project total; and

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

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

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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



CHANGE ORDER NO: 4

INITIATION DATE: December 18, 2023

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

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

ARCHITECT'S  
PROJECT NO.: 2712-20

CONTRACT FOR: General Work

CONTRACT DATE: December 1, 2022

\*\*\*\*\*

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

- 1. Contractor shall deduct the amount for access controls to the door operators at Doors 124 and 308 at the McKenzie Building. This was previously approved under Change Order #2 and has now been removed from the Project.

DEDUCT \$2,785.00

ATTACHMENTS: Contractor Breakdown

Total Deduct to Contract Sum for this Change Order \$2,785.00

\*\*\*\*\*

Not valid until signed by both the Owner and Architect.

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

\*\*\*\*\*

The original Contract Sum was.....\$303,662.00  
 Net change by previously authorized Change Orders.....\$ 4,514.60  
 The Contract Sum prior to this Change Order was.....\$308,176.60  
 The Contract Sum will be decreased by this Change Order....\$ (2,785.00)  
 The new Contract Sum including this Change Order will be...\$305,391.60  
 The Contract Time will be (increased decreased unchanged) by ( ) Days  
 The Date of Substantial Completion as of the date of this Change Order therefore is

ARCHITECT----- CONTRACTOR-----  
 Kenyon & Associates Bishop Brothers, Inc.  
 6824 N. Frostwood Prkwy. P. O. Box 3854  
 Peoria, IL 61615 Peoria, IL 61612

AUTHORIZED:  
 OWNER-----  
 Tazewell County  
 11 S. 4th Street, Suite 432  
 Pekin, IL 61554

By Tom Jordan

By [Signature]

By \_\_\_\_\_

Date 12/20/23

Date 12/26/23

Date \_\_\_\_\_

**CONSTRUCTION CHANGE REQUEST**

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

004

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

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

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

**SUB TOTAL** \$ 3,227.00

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

**SUB TOTAL** \$ 3,267.00

**BBI OVERHEAD & PROFIT** \$ 326.70

**TOTAL CONSTRUCTION CHANGE AMOUNT** \$ 3,593.70

This Change is submitted by:  
 See attached breakdowns

Stephen R. Bishop

**BBI BISHOP BROS. INC.**  
 DESIGNERS AND CONSTRUCTORS  
 PO Box 3854  
 Peoria, Illinois 61602

[sbishopbbi@comcast.net](mailto:sbishopbbi@comcast.net)  
 309-243-5599  
 FAX-243-5632

# PROJECT PROPOSAL

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



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

## SCOPE

### THE will install:

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

### will be responsible for:

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

Thank you for the opportunity to provide this quote.

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

Parts availability may exceed 90 days.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

**COMMITTEE REPORT**

E-24-10

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 Policy Statement from E-09-02 states: Reimbursement requests of mileage, per diem or miscellaneous expenses reimbursement requests submitted after 60 days following the last day of the month during which the meeting/travel occurred shall not be paid except those approved separately by the County Board; and

WHEREAS, County Board Member Russ Crawford attended the below meetings which would entitle him to the following per diems:

- Land Use on 1/10/23 - \$75.00 (per diem)
- Transportation on 1/17/23 - \$75.00 (per diem)
- Land Use on 2/13/23 - \$75.00 (per diem)
- Transportation on 2/14/23 - \$75.00 (per diem)
- Land Use on 3/14/23 - \$75.00 (per diem)
- Transportation on 3/21/23 - \$75.00 (per diem)
- Land Use on 4/11/23 - \$75.00 (per diem)
- Land Use on 5/9/23 - \$75.00 (per diem)

WHEREAS, County Board Member Russ Crawford requests the County Board approve the aforementioned per diems and mileage reimbursements in the amount of \$600.00.

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, and the Auditor of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

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 County's Executive Committee recommends to the County Board to approve:

1. A settlement with CFC USA, Inc., on behalf of State National Insurance Company, for the cyber insurance policy obtained for the County by Victor Insurance; and
2. The revised fiscal year 2024 cyber insurance premiums.

WHEREAS, the emergency need is the ability of the County to receive coverage from the policy and to ensure the County has adequate cyber insurance coverage for fiscal year 2024; and

WHEREAS, the County's Executive Committee recommends to the County Board to approve the emergency declaration under § 33.13 Miscellaneous Provisions of the Tazewell County Code.

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 Finance Office, and the Auditor of this action.

PASSED THIS 31<sup>st</sup> OF JANUARY, 2024.

ATTEST:

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

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

# Tazewell County Board



David Zimmerman, Chairman of the Board  
Mike Deluhery, County Administrator

December 6, 2023

Mr. John Ackerman  
Tazewell County Clerk  
Via hand delivery

Dear John:

I wish to declare an emergency under § 33.13 Miscellaneous Provisions of the Tazewell County Code to approve:

- 1) A settlement with CFC USA, Inc. on behalf of State National Insurance Company, for the cyber insurance policy obtained for the County by Victor Insurance, and
- 2) The revised fiscal year 2024 cyber insurance premiums.

The emergency need is the ability of the County to receive coverage from the policy and to ensure the County has adequate cyber insurance coverage for fiscal year 2024.

Per the requirement in § 33.13, the Board will consider a resolution approving this action at the January 31, 2024 meeting.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Zimmerman", with a long, sweeping horizontal stroke at the end.

David Zimmerman  
County Board Chairman

copy to: County Board Members  
Brett Grimm, Auditor  
Hannah Clark, Treasurer

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

-----

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the fifth and final invoice of Bishop Bros., Inc., for the ADA compliant improvements for Contract 1 – Buildings, CDBG RLF Closeout Grant 18-248591 in the amount of \$22,445.50; and

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

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

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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

CERTIFICATE OF APPROVAL OF PAYMENT

DATE: January 2, 2024

AMOUNT OF THIS CERTIFICATE:

\$ 22,445.50

Certificate No. Five

Contract Price \$ 303,662.00

Extra Work \$ 11,327.60

Total \$ 314,989.60

Deductions \$ 9,598.00

Balance \$ 305,391.60

Total Former  
Certificates \$ 282,946.10

Present  
Certificate \$ 22,445.50

Total \$ 305,391.60

Balance  
Including 10%  
Retainage \$ none

10% Retainage  
Withheld to Date \$ none

Remarks:

Job #: 2712-20

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

CONTRACTOR:

Bishop Brothers, Inc.

FOR: Tazewell County Accessibility Improvements  
at Various Locations

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

Amount: Twenty-two thousand four hundred forty-five and 50/100ths DOLLARS

BY: Tom Gordon  
KENYON AND ASSOCIATES ARCHITECTS, INC.

\*\*\*\*\*  
To be signed by the Contractor:

I have received the within amount of this Certificate.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date



# Application and Certificate for Payment

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

**PROJECT:**  
Tazewell County ADA

**APPLICATION NO:** 5  
**PERIOD TO:** 12/26/23  
**CONTRACT FOR:** General  
**CONTRACT DATE:**  
**PROJECT NOS:**

**Distribution to:**  
OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

**FROM CONTRACTOR:**  
Bishop Bros., Inc.  
PO BOX 3854  
PEORIA, IL 61612-2854

**VIA ARCHITECT:**

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM .....	\$	303,662.00
2. Net change by Change Orders .....	\$	1,729.60
3. CONTRACT SUM TO DATE (Line 1 +/- 2) .....	\$	305,391.60
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$	305,391.60
<b>5. RETAINAGE:</b>		
a. 0.0 % of Completed Work (Column D + E) on G703	\$	0.00
b. 0.0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE .....	\$	305,391.60
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$	282,946.10
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE .....	\$	22,445.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 11,327.60	\$ 6,813.00
Total approved this Month	\$ 0.00	\$ 2,785.00
TOTALS	\$ 11,327.60	\$ 9,598.00
NET CHANGES by Change Order	\$	1,729.60

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

### CONTRACTOR:

By: Bishop Bros., Inc.

Date: 12/26/23

State of: Illinois

County of: Peoria

Subscribed and sworn to before

me this 26 day of December 2023

Notary Public:

My Commission expires: 11.12.24



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 22,445.50

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

### ARCHITECT:

By:

Tom London

Date: 1/2/2024

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

AIA Continuation G703

JobId: 22025  
Tazewell County ADA

Application no.: 5  
Application date: 12/13/23  
Period to: 12/13/23  
Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
1	GENERAL (BBI)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
2	Bonds & Insurance	4,810.00	4,810.00	0.00	0.00	4,810.00	100	0.00	0.00
3	Office Maintenance	4,000.00	4,000.00	0.00	0.00	4,000.00	100	0.00	0.00
4	Overhead & Profit	30,366.00	30,366.00	0.00	0.00	30,366.00	100	0.00	0.00
5	SUPERVISION	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
6	Marguette Heigh City Hall	1,200.00	1,200.00	0.00	0.00	1,200.00	100	0.00	0.00
7	Creve Coe Vill Hall	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
8	Minier Vill Hall	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
9	Taze Count Court Hous	600.00	600.00	0.00	0.00	600.00	100	0.00	0.00
10	Taze Count Res. Center	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	0.00
11	Taze Count Healt Dep	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	0.00
12	Armington Vill Hall	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	0.00
13	Hittle Township	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
14	Delavan City Hall	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
15	MeKenzie Building	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	0.00
16	Mackinaw Township	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
17	Mackinaw Community Center	1,500.00	1,500.00	0.00	0.00	1,500.00	100	0.00	0.00
18	DUMPSTERS	800.00	800.00	0.00	0.00	800.00	100	0.00	0.00
19	HANDRIAL (H3) Armington	2,279.00	2,279.00	0.00	0.00	2,279.00	100	0.00	0.00
20	GENERAL TRADE	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
<b>Page Totals</b>		54,055.00	54,055.00	0.00	0.00	54,055.00	100	0.00	0.00

AIA Continuation G703

JobId: 22025  
Tazewell County ADA

Application no.: 5  
Application date: 12/13/23  
Period to: 12/13/23  
Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
21	Marquette Height City Hall Mat	540.00	540.00	0.00	0.00	540.00	100	0.00	0.00
22	Marquette Height City Hall Lab	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
23	Creve Coeur Vill Hall Mat	140.00	140.00	0.00	0.00	140.00	100	0.00	0.00
24	Creve Coeur Vill Hall Lab	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	0.00
25	Minier Vill Hall Lab	640.00	640.00	0.00	0.00	640.00	100	0.00	0.00
26	Taze Cou Court Hous Mat	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
27	Taze Cou Court Hous Lab	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
28	Taze Cou Resou Cen Mat	200.00	200.00	0.00	0.00	200.00	100	0.00	0.00
29	Taze Cou Resou Cent Lab	1,200.00	1,200.00	0.00	0.00	1,200.00	100	0.00	0.00
30	Taze Cou Healt Dep Mat	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	0.00
31	Taze Cou Healt Dep Lab	13,630.00	13,630.00	0.00	0.00	13,630.00	100	0.00	0.00
32	Armington Vill Hall Mat	3,720.00	3,720.00	0.00	0.00	3,720.00	100	0.00	0.00
33	Armington Vill Hall Lab	9,024.00	9,024.00	0.00	0.00	9,024.00	100	0.00	0.00
34	McKenzie Building Mat	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	0.00
35	McKenzie Building Lab	7,280.00	7,280.00	0.00	0.00	7,280.00	100	0.00	0.00
36	Mackinaw Township Mat	220.00	220.00	0.00	0.00	220.00	100	0.00	0.00
37	Mackinaw Township Lab	720.00	720.00	0.00	0.00	720.00	100	0.00	0.00
38	Mackinaw Comm Cent Mat	3,300.00	3,300.00	0.00	0.00	3,300.00	100	0.00	0.00
39	Mackinaw Comm Cent Lab	7,050.00	7,050.00	0.00	0.00	7,050.00	100	0.00	0.00
40	Hittle Township Mat	1,440.00	1,440.00	0.00	0.00	1,440.00	100	0.00	0.00
<b>Page Totals</b>		62,104.00	62,104.00	0.00	0.00	62,104.00	100	0.00	0.00

AIA Continuation G703

JobId: 22025  
Tazewell County ADA

Application no.: 5  
Application date: 12/13/23  
Period to: 12/13/23  
Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (not in D)	G		H Balance To Finish (Prev.)	I Retainage (Prev.)
			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
41	Hittle Township Lab	8,648.00	8,648.00	0.00	0.00	8,648.00	100	0.00	0.00
42	Delavan City Hall Mat	220.00	220.00	0.00	0.00	220.00	100	0.00	0.00
43	Delavan City Hall Lab	720.00	720.00	0.00	0.00	720.00	100	0.00	0.00
44	DOORS & HARDWARE (S&S)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
45	Creve Coer Vill Hall	1,875.00	1,875.00	0.00	0.00	1,875.00	100	0.00	0.00
46	Minier Vill Hall	1,864.00	1,864.00	0.00	0.00	1,864.00	100	0.00	0.00
47	McKenzie Building	2,750.00	2,750.00	0.00	0.00	2,750.00	100	0.00	0.00
48	Mackinaw Township	1,893.00	1,893.00	0.00	0.00	1,893.00	100	0.00	0.00
49	Armington Vill Hall	516.00	516.00	0.00	0.00	516.00	100	0.00	0.00
50	Mackinaw Comm Center	1,424.00	1,424.00	0.00	0.00	1,424.00	100	0.00	0.00
51	Taze County Health	2,353.00	2,353.00	0.00	0.00	2,353.00	100	0.00	0.00
52	Hittle Township	1,424.00	1,424.00	0.00	0.00	1,424.00	100	0.00	0.00
53	Delavan City Hall	1,879.00	1,879.00	0.00	0.00	1,879.00	100	0.00	0.00
54	OPERATORS (S&S)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
55	Creve Coeur Vill Hall	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
56	Minier Vill Hall	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
57	Mckenzie Building	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	0.00
58	Mackinaw Township	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
59	Delavan City Hall	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
60	PARTITIONS (S&S)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
<b>Page Totals</b>		45,566.00	45,566.00	0.00	0.00	45,566.00	100	0.00	0.00

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JobId: 22025  
Tazewell County ADA

Application no.: 5  
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Architect's project no.:

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (not in D)	G Total Compl. and Stored To Date (D+F)	H % Compl. (Prev.)	I Balance To Finish (Prev.)	J Retainage (Prev.)
			From Prev. Application	Amount This Period					
61	Marquette Heights City Hall	4,312.00	4,312.00	0.00	0.00	4,312.00	100	0.00	0.00
62	Taze County Courthouse	175.00	175.00	0.00	0.00	175.00	100	0.00	0.00
63	McKenzie Building	2,112.00	2,112.00	0.00	0.00	2,112.00	100	0.00	0.00
64	Taze County Health	6,733.00	6,733.00	0.00	0.00	6,733.00	100	0.00	0.00
65	ACCESSORIES (S&S)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
66	Marquette Heights City Hall	1,143.00	1,143.00	0.00	0.00	1,143.00	100	0.00	0.00
67	Mackinaw Comm Center	1,048.00	1,048.00	0.00	0.00	1,048.00	100	0.00	0.00
68	Taze County Resource	340.00	340.00	0.00	0.00	340.00	100	0.00	0.00
69	Taze County Health	1,504.00	1,504.00	0.00	0.00	1,504.00	100	0.00	0.00
70	Hittle Township	1,132.00	1,132.00	0.00	0.00	1,132.00	100	0.00	0.00
71	FLOORCOVERING (CICF)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
72	Mackinaw Com Cent Mat	600.00	600.00	0.00	0.00	600.00	100	0.00	0.00
73	Mackinaw Com Cent Lab	770.00	770.00	0.00	0.00	770.00	100	0.00	0.00
74	Taze Resource Mat	1,375.00	1,375.00	0.00	0.00	1,375.00	100	0.00	0.00
75	Taze Resource Lab	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	0.00
76	Armington Vill Hall Mat	650.00	650.00	0.00	0.00	650.00	100	0.00	0.00
77	Armington Vill Hall Lab	775.00	775.00	0.00	0.00	775.00	100	0.00	0.00
78	Hittle Township Mat	650.00	650.00	0.00	0.00	650.00	100	0.00	0.00
79	Hittle Township Lab	805.00	805.00	0.00	0.00	805.00	100	0.00	0.00
80	Marquette Heights City Hall Mat	3,279.00	3,279.00	0.00	0.00	3,279.00	100	0.00	0.00
<b>Page Totals</b>		30,403.00	30,403.00	0.00	0.00	30,403.00	100	0.00	0.00

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JobId: 22025  
Tazewell County ADA

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Application date: 12/13/23  
Period to: 12/13/23  
Architect's project no.:

A	B	C	D		E	F	G		H	I			
			WORK COMPLETED				Materials Presently Stored (not in D)	Total Compl. and Stored To Date (D+F)			% Compl. (Prev.)	Balance To Finish (Prev.)	Retainage (Prev.)
			From Prev. Application	Amount This Period									
Item No.	Description of Work	Scheduled Value											
81	Marquette Heights City Hall Lab	2,200.00	2,200.00	0.00	0.00	2,200.00	100	0.00	0.00				
82	Taze County Health Mat	1,200.00	1,200.00	0.00	0.00	1,200.00	100	0.00	0.00				
83	Taze County Health Lab	2,725.00	2,725.00	0.00	0.00	2,725.00	100	0.00	0.00				
84	CONCRETE (Knapp)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00				
85	Marguette Heights Mat	450.00	450.00	0.00	0.00	450.00	100	0.00	0.00				
86	Marguette Heights Lab	4,350.00	4,350.00	0.00	0.00	4,350.00	100	0.00	0.00				
87	Mackinaw Mat	450.00	450.00	0.00	0.00	450.00	100	0.00	0.00				
88	Mackinaw Lab	4,350.00	4,350.00	0.00	0.00	4,350.00	100	0.00	0.00				
89	Tremont Health Mat	800.00	800.00	0.00	0.00	800.00	100	0.00	0.00				
90	Tremont Health Lab	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00				
91	Resource Cent Mat	400.00	400.00	0.00	0.00	400.00	100	0.00	0.00				
92	Resource Cent Lab	3,400.00	3,400.00	0.00	0.00	3,400.00	100	0.00	0.00				
93	PLUMBING (JC Dillon)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00				
94	Hittle Township Mat.	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00				
95	Hittle Township Lab	4,800.00	4,800.00	0.00	0.00	4,800.00	100	0.00	0.00				
96	Taz City Health Mat	1,600.00	1,600.00	0.00	0.00	1,600.00	100	0.00	0.00				
97	Taz City Health Lab	5,900.00	5,900.00	0.00	0.00	5,900.00	100	0.00	0.00				
98	Mackinaw Com Ctr Mat	1,100.00	1,100.00	0.00	0.00	1,100.00	100	0.00	0.00				
99	Mackinaw Com Ctr Lab	6,000.00	6,000.00	0.00	0.00	6,000.00	100	0.00	0.00				
100	Taz City Court Mat	400.00	400.00	0.00	0.00	400.00	100	0.00	0.00				
<b>Page Totals</b>		45,625.00	45,625.00	0.00	0.00	45,625.00	100	0.00	0.00				

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

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			From Prev. Application	Amount This Period					
			121	Taze Resource Cen Mat					
122	Taze Resource Cen Lab	810.00	810.00	0.00	0.00	810.00	100	0.00	0.00
123	Taz Healt Dep Mat	560.00	560.00	0.00	0.00	560.00	100	0.00	0.00
124	Taz Healt Dep Lab	5,040.00	5,040.00	0.00	0.00	5,040.00	100	0.00	0.00
125	Armington Vil Hall Mat	190.00	190.00	0.00	0.00	190.00	100	0.00	0.00
126	Armington Vil Hall Lab	1,710.00	1,710.00	0.00	0.00	1,710.00	100	0.00	0.00
127	Hittle Town Hall Mat	340.00	340.00	0.00	0.00	340.00	100	0.00	0.00
128	Hittle Town Hall Lab	3,060.00	3,060.00	0.00	0.00	3,060.00	100	0.00	0.00
129	Delavan City Hall Mat	70.00	70.00	0.00	0.00	70.00	100	0.00	0.00
130	Delavan City Hall Lab	630.00	630.00	0.00	0.00	630.00	100	0.00	0.00
131	ELECTRIAL (Porter)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
132	Creve Coeur Vill Hall Mat	609.00	609.00	0.00	0.00	609.00	100	0.00	0.00
133	Creve Coeur Vill Hall Lab	1,421.00	1,421.00	0.00	0.00	1,421.00	100	0.00	0.00
134	Minier Vill Hall Mat	630.00	630.00	0.00	0.00	630.00	100	0.00	0.00
135	Minier Vill Hall Lab	1,473.00	1,473.00	0.00	0.00	1,473.00	100	0.00	0.00
136	Mackenzie Building Mat	1,942.00	1,942.00	0.00	0.00	1,942.00	100	0.00	0.00
137	Mackenzie Building Lab	4,533.00	4,533.00	0.00	0.00	4,533.00	100	0.00	0.00
138	Mackinaw Township Mat	729.00	729.00	0.00	0.00	729.00	100	0.00	0.00
139	Mackinaw Township Lab	1,702.00	1,702.00	0.00	0.00	1,702.00	100	0.00	0.00
140	Mackinaw Comm Cent Mat	995.00	995.00	0.00	0.00	995.00	100	0.00	0.00
<b>Page Totals</b>		26,534.00	26,534.00	0.00	0.00	26,534.00	100	0.00	0.00



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Tazewell County ADA

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			From Prev. Application	Amount This Period		Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)		
141	Mackinaw Comm Cent Lab	2,323.00	2,323.00	0.00	0.00	2,323.00	100	0.00	0.00
142	Taze Healt Dep Mat	1,754.00	1,754.00	0.00	0.00	1,754.00	100	0.00	0.00
143	Taze Healt Dep Lab	4,093.00	4,093.00	0.00	0.00	4,093.00	100	0.00	0.00
144	Hittle Town Hall Mat	786.00	786.00	0.00	0.00	786.00	100	0.00	0.00
145	Hittle Town Hall Lab	1,834.00	1,834.00	0.00	0.00	1,834.00	100	0.00	0.00
146	Delavan City Hall Mat	865.00	865.00	0.00	0.00	865.00	100	0.00	0.00
147	Delavan City Hall Lab	2,020.00	2,020.00	0.00	0.00	2,020.00	100	0.00	0.00
148	Change Order One	-6,813.00	-6,813.00	0.00	0.00	-6,813.00	100	0.00	0.00
149	Change Order 2 CO 2 Mackinaw & McKenzie	4,332.70	989.00	3,343.70	0.00	4,332.70	100	0.00	0.00
150	Change Order 3 CO 3 Walk Up Window	6,994.90	0.00	6,994.90	0.00	6,994.90	100	0.00	0.00
151	Change Order 4 CO 4 Access Control	-2,785.00	0.00	-2,785.00	0.00	-2,785.00	100	0.00	0.00
		305,391.60	297,838.00	7,553.60	0.00	305,391.60	100	0.00	0.00

# Final Release of Lien

TO WHOM IT MAY CONERN:

That the undersigned, for and in consideration of the payment of the sum of \$ 305,391.60 , paid by the Tazewell County , receipt of which is hereby acknowledged, hereby releases and quit claims to the said party its successors and assigns, and Tazewell County the owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as:

Tazewell County ADA

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

IN WITNESS WHEREOF,

I have hereunto set my hand seal this twenty sixth day of December in the year two thousand and twenty th .

WITNESSES:

Bishop Bros, Inc.

By: 

Good upon receipt

State of Illinois

County of Peoria

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

By: 

Sworn to and subscribed before me this 26 day of December , 2023 .

My Commission expires:

11-12-24



**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:

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**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to authorize the attached agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, the term of the agreement is for twelve months from January 01, 2024 through December 31, 2024 and the Requirements and Accountabilities are addressed in the Agreement; and

WHEREAS, Tazewell County agrees to pay the Greater Peoria Economic Development Council quarterly installments for a total of \$75,000 for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance or the termination clause will be followed if not satisfied.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council, 100 SW Water Street, Peoria, IL 61602 and the Auditor of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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

**AGREEMENT FOR SERVICES BETWEEN  
TAZEWELL COUNTY AND  
THE GREATER PEORIA ECONOMIC DEVELOPMENT COUNCIL**

THIS AGREEMENT entered into this \_\_\_\_\_ (Date) by and between the Greater Peoria Economic Development Council (EDC) and Tazewell County, a Body Politic and Corporate (County) is entered into for the expressed purpose that EDC will provide regional economic development services that support the positive development of Tazewell County.

WHEREAS, Tazewell County and the individual communities and businesses therein will directly benefit from active and targeted regional economic development strategies focused on business development, startup support, workforce development, and regional marketing; and

WHEREAS, EDC is capable of developing, implementing, and measuring the success of regional economic development strategies;

NOW IN CONSIDERATION OF MUTUAL AGREEMENT by EDC and the County to each other, the parties agree as follows:

**I. REQUIREMENTS & ACCOUNTABILITIES OF EDC**

1. EDC shall develop and implement regional economic development strategies that target business retention and expansion, business attraction, the support of startup businesses, workforce development, workforce retention and attraction, and regional marketing.

A retention visit is defined as a face-to-face or virtual meeting with a business owner, CEO and/or top management strategically guided by a national questionnaire and software platform called Synchronist (or compatible). Questionnaire sections include products and services; markets and industry trends; ownership and management changes; community strengths and weaknesses; workforce; technology; and utilities. The results of each visit are captured by the software platform for tracking and reporting purposes. An expeditious follow-up is to be provided to each client based on the visit.

The number of business retention visits with Tazewell County businesses will be proportionate to the County's investment.

The results of these strategies will be measured and shared with Tazewell County elected officials, staff members, and the general public.

2. EDC will provide the Tazewell County Administrator or their designee with a list of upcoming business retention visits.
3. EDC shall develop and maintain a centralized website and database that includes Tazewell County site-specific and demographic information for developers.
4. At the County's request, a Tazewell County Business Expansion and Retention Report will be presented to county officials. Challenges identified during business visits will be shared with Tazewell County staff members, cities, and local economic developers to resolve barriers to growth immediately.

5. At the County's request, EDC will make at least two in-person reports to the County's Executive Committee highlighting recent accomplishments.
6. Tazewell County will have one (1) seat on the EDC Board of Directors and Executive Board.
7. Tazewell County's local economic development professionals will be invited to serve on the EDC Technical Working Group, Business Attraction Team and other committees/teams, providing input and sharing information with the EDC and their regional colleagues.
8. EDC shall include Tazewell County in the Comprehensive Economic Development Strategy (CEDS) document that is a requirement to qualify for federal Economic Development Administration funds with no separate matching funds required beyond this Agreement.
9. EDC shall provide assistance to the County in the submission of one EDA grant submission annually, if applicable
10. EDC will perform the duties associated with management of the Revolving Loan Program (RLP) and associated RLP fund and all associated administration and reporting until that program's completion.
11. EDC shall provide assistance to the County in administering any Enterprise Zones within Tazewell County.
12. EDC shall organize and manage an annual career exploration event for 8<sup>th</sup> grade students. All middle schools in Tazewell County will be invited to participate in the event.

## **II. REQUIREMENTS & ACCOUNTABILITIES OF TAZEVELL COUNTY**

1. The County shall be available to confer with EDC staff.
2. The County shall advise EDC of any action by the County that reasonably may affect efforts by EDC under this Agreement.
3. The County shall appoint one (1) representative to the EDC Board of Directors who will also serve on the EDC Executive Board.
4. The County shall designate a contact person to work with the EDC staff

## **III. CONSIDERATION**

In consideration of the rendering of services by EDC under this Agreement, Tazewell County agrees to pay EDC quarterly installments of \$18,750, for a total of \$75,000 for the period including January 1, 2024- December 31, 2024.

## **IV. TERM OF AGREEMENT**

The terms of this Agreement shall be twelve (12) months from January 1, 2024 through December 31, 2024. The County may cancel this agreement, without cause, upon 90 days notice.

**V. AFFIRMATIVE ACTION**

EDC agrees not to discriminate against an employee or applicant for employment because of race, color, religion, sex, ancestry, natural origin, place of birth, age or handicap unrelated to bona fide occupational qualifications. EDC will take affirmative action to comply with the provision of the "Illinois Human Rights Act" (Ill. Rev. Stat. 1987, Ch. 68 S1-101 et seq.) as hereinafter amended, are incorporated into this contract by reference and made a part thereof.

In addition to the above remedies and notwithstanding any other remedies the parties may have under this contract or at law, the County may recover from EDC by setoff against the unpaid portion of the contract price the sum of Fifty Dollars (\$50.00) per day if EDC fails to comply with the Affirmative Action provision of this Agreement as determined by the County. The said sum being fixed and agreed upon by and between EDC and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain in the event of such a breach of contract, in said amount as agreed to be the amount of damages which the County would sustain. This amount potentially due Tazewell County is separate and in addition to any funds due Tazewell County per terminated Agreement set forth in Article IV.

**VI. NOTICES**

Notices shall be served as follows:


Greater Peoria EDC, 401 NE Jefferson Street Peoria, IL 61603  
Tazewell County Administrator, 11 South. Fourth Street, Suite 432 Pekin, IL 61554

In Witness whereof, Tazewell County and EDC by and through their authorized representatives have executed this Agreement as of the date first written above.

The County of Tazewell,

Greater Peoria Economic Development Council,

By: \_\_\_\_\_

By:  \_\_\_\_\_

Its: County Board Chairman

Its: EDC Chief Operating Officer

ATTEST: \_\_\_\_\_

Witness

**COMMITTEE REPORT**

Chairman and Members of the Tazewell County Board:

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

-----

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

WHEREAS, the County’s Executive Committee recommends to the County Board to approve an Intergovernmental Agreement with the Village of Morton to share updated digital orthophotography (aerial photography); and

WHEREAS, Tazewell County, entered into a contract with Pictometry International Corp. (“Pictometry”) for the purpose of obtaining updated digital orthophotography (aerial photography) for all the area within Tazewell County; and

WHEREAS, Tazewell 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, the Village of Morton agrees to share in the cost of the digital orthophotography with a total contribution of \$14,000 to be paid upon project completion and at the time of delivery; and

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development and the Supervisor of Assessments of this action;

PASSED THIS 31st DAY OF JANUARY, 2024.

ATTEST:

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

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE COUNTY OF TAZEWELL  
AND THE VILLAGE OF MORTON, 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 Village of Morton, Illinois, hereafter “Village”, is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the Village 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 Village 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, the Village 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 Village has agreed to contribute their share of the cost totaling \$14,000.00 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 Village of Morton, 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 Village shall reimburse the County for the Village’s pro-rata share of the digital orthophotography based upon 6,044 on improved parcels in the amount of \$14,000.00 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 \_\_\_\_\_, 2019, with Ayes, \_\_\_\_\_ Nays, \_\_\_\_\_ Absent, \_\_\_\_\_ Abstain, \_\_\_\_\_ Present \_\_\_\_\_

**COUNTY OF TAZEWELL, ILLINOIS**

\_\_\_\_\_  
David Zimmerman, Chairman

**ATTEST:**

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

THIS AGREEMENT approved by the Council of the Village of Morton, Illinois at their regularly scheduled council meeting on this 18<sup>th</sup> day of December, 2023, with

Ayes, 5 Nays, Ø Absent, 1 Abstain, Ø Present Ø

**VILLAGE OF MORTON ILLINOIS**

Jeffrey L. Kaufman  
Village President

**ATTEST:**

[Signature]  
Village Clerk  
Village of Morton

**COMMITTEE REPORT**

E-24-19

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 sixteenth and final invoice to Kenyon & Associates for the design and construction engineering for Contract 1 – Buildings, CDBG RLF Closeout Grant 18-248591 in the amount of \$592.12; and

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

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

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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

**TO:**

**DATE:**

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

January 5, 2024

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

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

BASIC SERVICES FEE BREAKDOWN

Construction Documents	\$23,100.00
Construction Administration	<u>9,900.00</u>
	\$33,000.00

WORK COMPLETED TO DATE

Construction Documents - 100%	\$23,100.00
Construction Administration - 100%	<u>9,900.00</u>
	\$33,000.00

Less Previous Invoices	<u>32,505.00</u>
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Balance Due	\$495.00
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REIMBURSABLES

Mileage	<u>97.12</u>
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TOTAL DUE	\$592.12
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**TAZEWELL COUNTY ACCESSIBILITY UPGRADES  
AT VARIOUS BUILDINGS GRANT #18-248591**

**SCOPE OF SERVICES TO DATE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Invoice #13449 - July 12, 2023 - 3,465.00

Contractor has been in continuous communication with Architect as the construction has progressed. Architect is preparing to begin punch list walk-through at all sites.

Invoice #13472 - September 7, 2023 - \$990.00

Kenyon Associates has completed the Punch List walk-through at all project locations. The Punch List and Substantial Completion Form have been sent to the Contractor. There are currently only two site locations that have items to be completed.

Invoice #13514 - January 5, 2024 - \$495.00

Kenyon and Associates has completed all punch list walk-throughs at all sites. The Contractor has completed the punch list. Final invoicing from the Contractor has been reviewed and approved. Record drawings have been completed and sent to the Grant Coordinator.

Basic Services Fee	\$33,000.00	PD
Invoice #13194	<u>2,079.00</u> \$30,921.00	8/4/21
Invoice #13200	<u>4,851.00</u> \$26,070.00	8/23/21
Invoice #13207	<u>6,930.00</u> \$19,140.00	9/23/21
Invoice #13216	<u>2,310.00</u> \$16,830.00	10/20/21
Invoice #13227	<u>1,155.00</u> \$15,675.00	11/15/21
Invoice #13232	<u>1,155.00</u> \$14,520.00	12/2/21
Invoice #13238	<u>2,310.00</u> \$12,210.00	1/6/22
Invoice #13258	<u>2,310.00</u> \$ 9,900.00	3/10/22
Invoice #13357	<u>1,485.00</u> \$ 8,415.00	2/13/23
Invoice #13365	<u>495.00</u> \$ 7,920.00	2/13/23
Invoice #13395	<u>990.00</u> \$ 6,930.00	4/20/23
Invoice #13411	<u>990.00</u> \$ 5,940.00	5/16/23

Page 4  
Scope of Services to Date

		PD
Invoice #13425	<u>990.00</u>	6/28/23
	\$ 4,950.00	
Invoice #13449	<u>3,465.00</u>	9/25/23
	\$ 1,485.00	
Invoice #13472	<u>990.00</u>	10/30/23
	\$ 495.00	
Invoice #13514	<u>495.00</u>	
	\$ -0-	

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

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

-----

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Decommissioning Agreement for Catmint Solar, LLC; and

WHEREAS, the 5MW solar farm was approved by the County Board for Special Use on May 31st, 2023, to be located on approximately 32 acres to the north of Eisele Rd and West of Springfield Rd. in Groveland Township; and

WHEREAS, the plan is in accordance with the Illinois Department of Agriculture's – Agricultural Impact Mitigation Agreement, in accordance with 20 ILCS 5/5-222, and including the 2.5% inflation rate for the life of the project, with four year review for economic relevance.

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

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

PASSED THIS 31<sup>ST</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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





**COUNTY OF TAZEWELL  
COMMUNITY DEVELOPMENT DEPARTMENT**

**Jaclynn Workman, Administrator**

**11 South 4<sup>th</sup> Street, Room 400, Pekin, Illinois 61554**

**Phone: (309) 477-2235 / Email: [zoning@tazewell-il.gov](mailto:zoning@tazewell-il.gov)**

**TO: Chairman Zimmerman and Executive Committee**

**FROM: Jaclynn Workman, Administrator**

**DATE: January 8<sup>th</sup>, 2023**

**SUBJECT: Decommissioning Plan – Catmint Solar, LLC**

Please find attached the Decommissioning Plan for Catmint Solar, LLC, the 5MW solar farm approved by the County Board for Special Use May 31<sup>st</sup>, 2023, to be located on approximately 32 acres to the north of Eisele Rd and West of Springfield Rd. in Groveland Township.

The attached “plan” contains; a detailed decommissioning overview with cost estimate breakdown. The plan is in accordance with the Illinois Department of Agriculture’s – Agricultural Impact Mitigation Agreement, per (20 ILCS 5/5-222) and includes the 2.5% inflation rate for the life of the project, with four year review for economic relevance.

In addition to Community Development staff, these documents have also been reviewed by Mike Holly, Assistant State’s Attorney.

Please feel free to contact me at your convenience if you have further questions.

**JW**

**11 South Fourth Street ~ McKenzie Building ~ Suite 400 ~ Pekin, Illinois 61554**  
**Phone: (309) 477-2235 ~ Fax: (309) 477-2358 ~ E-Mail: [jworkman@tazewell-il.gov](mailto:jworkman@tazewell-il.gov)**



## **DECOMMISSIONING PLAN**

CATMINT SOLAR, LLC  
TAZEWELL COUNTY, IL

*Prepared for:*

**Catmint Solar, LLC**

30 West Hubbard St, Suite 400

Chicago, IL 60654

Contact: Dewey Klurfield

*Prepared By:*

**Kimley»»Horn**

Kimley-Horn & Associates, Inc.

570 Lake Cook Rd, Suite 200

Deerfield, IL 60015

Contact: Calvin Carlson, P.E.

*Prepared on: October 26, 2023*

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**Exhibits**

- A. Opinion of Probable Construction Cost with Salvage
- B. Opinion of Probable Construction Cost without Salvage

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## 1.0 INTRODUCTION

### Background

Catmint Solar, LLC (Applicant), a subsidiary of Cultivate Power is developing the Catmint Solar, LLC commercial solar energy facility (Project) on approximately 31.8 acres of land that will be leased by the Applicant. The Project will be 5 MW<sub>AC</sub> and located in Tazewell County, IL on parcel 05-05-22-200-001. The site is accessible off Springfield Road and the geographical coordinates are 40° 36' 42.67" N, 89° 32' 17.33" W.

The Project is to occupy approximately 23.4 acres of agricultural farmland for the commercial solar energy facility. This site is bound to the east by Springfield Road and to the south by Eisele Road. In existing conditions, the site has a ridge going east to west through the center of the site and water flows off the ridge to the north and south.

This Decommissioning Plan (Plan) is developed in compliance with Agricultural Impact Mitigation Agreement (AIMA) and the Tazewell County Zoning Ordinance.

This Plan covers and addresses the following elements outlined in the conditions of the AIMA:

- Underground Cabling;
- Repair of compaction and rutting;
- Prevention of soil erosion;
- Access roads;
- Weed/vegetation control;
- Decommissioning plans and financial assurance of commercial solar energy facilities.

In addition, if the project ceases to perform its intended function for more than twelve (12) consecutive months, the project shall be removed, and the site restored in accordance with the decommissioning plan.

---

## 2.0 PROJECT COMPONENTS

The Project Components that are subject to decommission include the equipment summarized below. The decommission activities associated with these components are discussed in Section 3.0 of this Plan.

### Solar Photovoltaic (PV) Equipment

The project will use Solar Photovoltaic (PV) modules mounted on single axis tracker steel pile foundations.

### Internal Power Collection System

The PV-generated DC power will be collected from each of the multiple rows of PV modules through one or more combiner boxes and conveyed to inverters. The inverters will convert the DC power to AC power, which will be interconnected into the existing power line along Springfield Road.

Transformers and PV combining switchgear will be mounted on concrete foundations.

### Earthwork

It is anticipated that the site will require minimal grading for the Project. Site grading and drainage will be conducted in accordance with Final Civil Construction plans.

### Roads

Access to the Project will be via Springfield Road. The site access will be constructed in accordance with County and/or Township requirements and the Final Civil Construction Plans. The on-site site access road is anticipated to be gravel.

### Fencing

The Project site will be fenced with a 7' fence. An entry gate will be provided along the access road approximately 336' from Springfield Road and 1690' from the intersection of Springfield Road and Eisele Road.

### 3.0 PROJECT DECOMMISSION AND RECYCLING

Decommission includes removal of above-ground and below-ground structures. Only minor grading is anticipated during construction; and therefore, will require limited or no grading following decommission. Temporary erosion and sedimentation control Best Management Practices should be implemented during the decommission phase of the Project.

#### Decommission Preparation

Prior to commencement of the decommission process, assess existing site conditions and prepare the site for demolition. Demolition debris shall be placed in temporary onsite storage area(s) pending final transportation and disposal and/or recycling according to the procedures listed below.

#### Permits and Approvals

It is anticipated that an NPDES Permit from the Illinois Environmental Protection Agency (IEPA) and a SWPPP will be required. The proposed development area of the site does not contain waters of the United States or Threatened or Endangered species; thus, no federal approvals are expected. applications for permits from the state and/or local authorities having jurisdiction (AHJs) shall be submitted and approved prior to decommission activities.

#### PV Equipment Removal and Recycling

During decommissioning, Project components shall be removed from the site and recycled or disposed of at an appropriately licensed disposal facility. Above ground portions of the PV module supports shall be removed. Below ground portions of the PV module supports shall be removed entirely where practical, but to a depth of 5 feet at a minimum. Those supports that are more firmly anchored (e.g., such as embedded in bedrock) may be cut off at least five feet below ground or to the depth of bedrock, and the remaining support left in place. This depth will avoid impact of underground equipment on future farming or other construction activities. The demolition debris and removed equipment may be cut or dismantled into pieces that can be safely lifted or carried with the onsite equipment being used. The debris and equipment shall be processed for transportation and delivery to an appropriately licensed disposal facility or recycling center. Modules shall be recycled in accordance with the solar module manufacturer's (or equivalent) recycling program. No hazardous materials or waste will be used during operation of the solar facility, and disposal of hazardous material or waste will not be required during decommission.

#### Internal Power Collection System

The cables, inverters, and transformers shall be dismantled. The concrete foundations shall be broken up, removed and recycled. If ground-screw foundations are used, they shall be removed and recycled. The underground cable shall be removed. Overhead conductors shall be removed from the poles, and the poles and pole foundations shall be removed. Aluminum from the conductors shall be recycled or removed from the site to an appropriately licensed disposal facility.

## **Roads**

Gravel from on-site access roads shall be removed and recycled. Once the gravel is removed, the soil below the access roads shall be scarified a depth of 18-inches and blended as noted in the Site Restoration section below.

## **Fencing**

Project site perimeter fence shall be removed at the end of the decommission project. Since the project site is not currently fenced, this includes removal of all posts, footings, fencing material, gates, etc. to return the site to pre-project condition.

## **Landscaping**

Unless requested in writing to remain in place by the land Owner, all vegetative landscaping and screening installed as part of the Project will be removed. Any weed control equipment used during the project, including weed-control fabrics or other ground covers shall be removed. Landscape areas will be restored as noted in the Site Restoration section below.

## **Site Restoration**

Once removal of all project equipment and landscaping is complete, all areas of the project site that are unvegetated or where vegetation was disturbed/removed as part of decommissioning shall be restored by the applicant. Restoration shall consist of applying additional topsoil, seed, and necessary fertilizer to ensure that adequate vegetation is established throughout the project site. Areas that exhibit compaction and/or rutting shall be scarified a depth of 18-inches prior to placement of topsoil and seed. The existence of drainage tile lines or underground utilities may necessitate less scarification depth. The applicant is responsible for promptly repairing damage to drain tiles and other drainage systems that result from decommissioning of the commercial solar energy facility.

## **4.0 FUTURE LAND USE**

Per the requirements of the Illinois Department of Agriculture (IDOA), an Agricultural Impact Mitigation Agreement (AIMA) must be signed by the Facility owner and filed with the County Board prior to the Commencement of Construction. The IDOA prepared the AIMA to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Decommission of a Commercial Solar Energy Facility. Per the AIMA, all solar panels shall be removed from the property and the land must be restored to its pre-existing condition for agricultural use at the end of the project life cycle. This Decommissioning Plan is consistent with the AIMA requirements to return the land to its pre-project conditions as an agricultural field. The signed Agricultural Impact Mitigation Agreement reflects these requirements.



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## 5.0 PROJECT DECOMMISSION COSTS AND FINANCIAL ASSURANCE

The AIMA requires the Owner and/or Operator to provide a present-day decommission cost estimate, and provide the County with Financial Assurance to cover the estimated costs of Decommission of the Facility. Provisions of this Financial Assurance shall be phased in over the first 11 years of the Project's operations. Financial assurance shall be revaluated every four years for economic relevance. Additional detail can be found in the signed AIMA. See **Exhibit A: Opinion of Probable Construction Cost with Salvage** and **Exhibit B: Opinion of Probable Construction Cost without Salvage**. Industry standard prices in 2023 for removal costs were determined using RS Means cost data. Removal cost includes materials, contractor installation/demolition, mobilization and demobilization, overhead and profit, and performance bonding.

**EXHIBIT A**

**Opinion of Probable Construction Cost With Salvage**

**Project Name: Catmint Solar**  
**Project Locality: Tazewell County, IL**  
**Decommissioning Estimate Pro Forma with Salvage**



The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. LS = Lump Sum, HR = Hours, EA = Each, LF = Linear Feet.

Item	Quantity	Unit	Unit Price	Total Salvage	Total Price (incl. markups)	Total Price
Mobilization	1	LS		\$ -	\$12,790.00	\$ (12,790.00)
Contractor's G&A	1	LS		\$ -	\$2,180.00	\$ (2,180.00)
SWPPP, Erosion Control Measures	24	AC	\$670.00	\$ -	\$16,080.00	\$ (16,080.00)
Seeding	2.0	AC	\$2,483.56	\$ -	\$4,967.12	\$ (4,967.12)
Tilling 6" topsoil/scarifying access road and rough grading existing soil	2	AC	\$8,933.57	\$ -	\$17,867.14	\$ (17,867.14)
Remove and Recycle Chainlink Fence, 7' High	4,158	LF	\$5.60	\$ 1,833.68	\$23,284.80	\$ (21,451.12)
Remove Power Pole	5	EA	\$903.35	\$ -	\$4,516.75	\$ 4,516.75
Remove and Recycle AC Cables	487	LF	\$12.59	\$ 71.10	\$6,131.33	\$ (6,060.23)
Remove and Recycle DC Cables	106,120	LF	\$0.31	\$ 15,493.53	\$32,897.23	\$ (17,403.70)
Backfill AC and DC trenches	51,792	LF	\$0.33	\$ -	\$17,091.43	\$ (17,091.43)
Remove and Recycle Inverters	2	EA	\$4,291.88	\$ 10,800.00	\$8,583.76	\$ 2,216.24
Remove and Recycle Photovoltaic Modules	12,650	EA	\$6.12	\$ 38,847.43	\$77,418.00	\$ (38,570.57)
Remove and Recycle Piles	1,725	EA	\$18.22	\$ 22,356.00	\$31,429.50	\$ (9,073.50)
Remove and Recycle Support Assemblies	385,809	LB	\$0.04	\$ 34,722.81	\$15,432.36	\$ 19,290.45
<b>Subtotal:</b>				<b>\$ 124,124.56</b>	<b>\$270,669.42</b>	<b>\$ (137,511.36)</b>
				<b>40-Year Inflation (2.5%/Year):</b>	<b>\$</b>	<b>(231,715.42)</b>
					<b>Total:</b>	<b>\$ (369,226.77)</b>

**Notes:**  
1. Quantities were recorded on 10/26/2023.  
2. Equipment rental rates and labor productivity and unit rates were derived from RSMeans Online (Heavy Construction, 2023 data).  
3. Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for Peoria, IL.  
4. PV Module Removal/Recycle labor and equipment costs are computed at present values.  
5. The age at decommissioning of this estimate is 40 years.  
6. This estimate assumes 88 modules/tracker  
7. This estimate assumes 12 piles/tracker  
8. This estimate assumes 77,162 LB of support assemblies per 1 MW output.  
9. Material salvage values were based off of current US salvage exchange rates.  
10. Photovoltaic Module material salvage rate is based on straight-line depreciation of modules (-0.5% per year).  
11. Material salvage values were determined using the most prevalent salvageable metal in each component. Copper Wire @\$2.92/LF (AC and DC Cables) and Steel @0.09/LF of fence, @\$0.09/pile, and @0.09/LB.  
12. Inverter resale value is dependent on the assumption that all inverters will be decommissioned and resold half way through their useful life (every 5 years).

**EXHIBIT B**

**Opinion of Probable Construction Cost Without Salvage**

**Project Name: Catmint Solar**  
**Project Locality: Tazewell County, IL**  
**Decommissioning Estimate Pro Forma without Salvage**



The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. LS = Lump Sum, HR = Hours, EA = Each, LF = Linear Feet.

Item	Quantity	Unit	Unit Price	Total Price
Mobilization	1	LS		\$12,790
Contractor's G&A	1	LS		\$2,180
SWPPP, Erosion Control Measures	24	AC	\$670.00	\$16,080
Seeding	2.0	AC	\$2,483.56	\$4,967
Tilling 6" topsoil/scarifying access road and rough grading existing soil	2	AC	\$8,933.57	\$17,867
Remove Chainlink Fence, 7' High	4,158	LF	\$5.60	\$23,285
Remove Power Pole	5	EA	\$903.35	\$4,517
Remove AC Cables	487	LF	\$12.59	\$6,131
Remove DC Cables	106,120	LF	\$0.31	\$32,897
Backfill AC and DC trenches	51,792	LF	\$0.33	\$17,091
Remove Inverters	2	EA	\$4,291.88	\$8,584
Remove Photovoltaic Modules	12,650	EA	\$6.12	\$77,418
Remove Piles	1,725	EA	\$18.22	\$31,430
Remove Support Assemblies	385,809	LB	\$0.04	\$15,432
<b>Subtotal:</b>				<b>\$270,669</b>
<b>40-Year Inflation (2.5%/Year):</b>				<b>\$456,095</b>
<b>Total:</b>				<b>\$726,765</b>

**Notes:**

1. Quantities were recorded on 10/26/2023.
2. Equipment rental rates and labor productivity and unit rates were derived from RSMeans Online (Heavy Construction, 2023 data).
3. Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for Peoria, IL.
4. PV Module Removal/Recycle labor and equipment costs are computed at present values.
5. The age at decommissioning of this estimate is 40 years.
6. This estimate assumes 88 modules/tracker
7. This estimate assumes 12 piles/tracker
8. This estimate assumes 77,162 LB of support assemblies per 1 MW output.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

-----  
**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to authorize the 1<sup>st</sup> quarterly payment for 2024 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, Resolution E-24-14 approved an agreement with GPEDC for twelve months from January 1, 2024 through December 31, 2024; and

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

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 1<sup>st</sup> quarter investment for 2024.

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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



# Invoice

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

Date	Invoice #
1/1/2024	2024_01-8.1

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

Due Date
2/29/2024

Description	Amount
2024 Investment - 1 of 4	18,750.00
<b>Total</b>	<b>\$18,750.00</b>

**COMMITTEE REPORT**

E-24-22

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 third invoice to Knapp Concrete for the design and construction engineering for CDBG RLF Closeout – Sidewalks - which is Grant #18-248592 in the amount of \$42,249.63; 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 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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



Application Period:		Application Date: 1/8/2024
To (Owner): Tazewell County	From (Contractor): Knapp Concrete Contractors	Via (Engineer): Farnsworth Group, Inc.
Project: Architectural Barriers Removal Sidewalks Project CDBG Grant No. 18-248592	Contract: Architectural Barriers Removal Sidewalks Project in Tazewell County	
Owner's Contract No.:	Contractor's Project No.: CDBG Grant No. 18-248592	Engineer's Project No.: 201574.02

**Application For Payment  
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
1		\$12,270.00	1. ORIGINAL CONTRACT PRICE.....	\$ 481,686.00
2	\$7,255.00		2. Net change by Change Orders.....	\$ 17,211.32
3		\$4,474.00	3. Current Contract Price (Line 1 ± 2).....	\$ 498,897.32
4	\$26,700.32		4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 498,897.32
			5. RETAINAGE:	
			a. X \$498,897.32 Work Completed.....	\$
			b. 10% X Stored Material.....	\$
			c. Total Retainage (Line 5a + Line 5b).....	\$
TOTALS	\$33,955.32	\$16,744.00	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 498,897.32
NET CHANGE BY CHANGE ORDERS	\$17,211.32		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)...	\$ 456,647.69
			8. AMOUNT DUE THIS APPLICATION.....	\$ 42,249.63
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 0.00

**Contractor's Certification**

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

By: *Rachel Hodel*

Date: 1/8/2024

Payment of: \$ 42,249.63  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_  
(Engineer) - Farnsworth Group, Inc. (Date)

Payment of: \$ 42,249.63  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) - Tazewell County (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

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 Mackinaw	\$ 17,257.05	\$ 17,257.05		100%	\$ 17,257.05
8 South Pekin					\$ -
9 Main & Brikett	\$ 2,490.84	\$ 2,490.84		100%	\$ 2,490.84
10 Main & 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 Minier					\$ -
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	\$ 26,700.32		100%	\$ 26,700.32
<b>TOTAL</b>	<b>\$ 498,897.32</b>	<b>\$ 498,897.32</b>	<b>\$ -</b>		<b>\$ 498,897.32</b>

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

EJCDC C-620 Contractor's Application for Payment

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**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

-----  
**RESOLUTION**

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

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

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

WHEREAS, this request for payment is for the activity delivery services for the CDBG RLF Closeout – Sidewalks - which is Grant #18-248592.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation for payment to the Greater Peoria Economic Development Council for services rendered per contractual agreement for 05-18-23 through 01-31-24 from budget line 381-600-5252-8602 for invoice number CDBG#4-S in the amount of \$10,500.00.

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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



# Invoice

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

Date	Invoice #
1/10/2024	CDBG #4-S

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

Due Date
1/31/2024

Description	Amount
Invoice for services rendered to activity delivery services CDBG RLF Closeout - Sidewalks, Grant # 18-248592, per contractual agreement, effective September 30, 2020  Date(s) 05/18/2023-01/31/2024	10,500.00

	<b>Total</b>	\$10,500.00
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# DETAIL SUMMARY

Greater Peoria Economic Development Council



January 10, 2024

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

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

Total Contract Value:	\$30,000	
Invoice this date:	\$10,500	(35% of total fee)
Due from previous invoices:	\$0	
Amount invoiced to date:	\$24,000	
Balance:	\$0	

Project Activity	Date(s)	Amount
<p><i>1. Continued technical assistance and guidance to the general contractor regarding reporting on all aspects of contract performance and requirements;</i></p> <p><i>2. Conducted many more onsite employee interviews at the various locations of the work by both the general and both subcontractors that included multiples of the trades of cement mason, laborer and power equipment operator, returning to the sites multiple times;</i></p> <p><i>3. Reviewed certified payroll reports (CPRs) for general and a second of the subcontractors on the job, and providing feedback on errors and omissions and how to address each of them and necessary corrections necessary to make them compliant;</i></p> <p><i>4. Visited all sites for reasons besides labor standards -- consulting with engineer and contractor on work being done, including those related to modifying, deleting and adding (one) place to the scope of work,;</i></p> <p><i>5. Reviewed CPR supporting documentation such as appointment forms and fringe benefit statements plus apprenticeship certifications, bargaining agreements re apprentice ratios and pay scales;</i></p> <p><i>6. Submitted initial CPRs and associated documents for general and all subcontractors to state LSO as required;</i></p> <p><i>7. Discussed with contractor, engineer and appropriate municipal stakeholders the potential need for change orders;</i></p> <p><i>8. Continued financial management oversight and technical assistance, including contractor pay estimates and coordinating of claim approval by grantee, including work completion verification by the engineer;</i></p> <p><i>9. Prepared quarterly reports and one annual report and submitted same to state agency;</i></p> <p><i>10. Miscellaneous other duties not enumerated, including multiple meetings attendance;</i></p> <p><i>11. Prepared and assembled for grantee signatures thereby enabling submission of modification request to move funds from 18-248591 to this grant to grantor agency.</i></p>	5/18/23 to 1/31/24	\$10,500.00
<p><sup>2</sup>Services yet to be performed include grant closeout and potential monitoring by state agency.</p>		
<b>Amount Due</b>	205	<b>\$10,500.00</b>

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

-----  
**RESOLUTION**

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

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

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

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

THEREFORE BE IT RESOLVED that the County Board approve this recommendation for payment to the Greater Peoria Economic Development Council for services rendered per contractual agreement for 09-12-23 through 01-31-24 for invoice number CDBG#6-B in the amount of \$6,025.

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

PASSED THIS 31<sup>ST</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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



# Invoice

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

Date	Invoice #
1/10/2024	CDBG #6-B

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

Due Date
1/31/2024

Description	Amount
Invoice for services rendered to activity delivery services CDBG RLF Closeout - Buildings, Grant # 18-248591, per contractual agreement, effective September 30, 2020  Date(s) 09/12/2023-01/31/2024	6,025.00
<b>Total</b>	<b>\$6,025.00</b>

# DETAIL SUMMARY

Greater Peoria Economic Development Council



January 10, 2024

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

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

Total Contract Value:	\$24,100	
Invoice this date:	\$6,025	(25% of total fee)
Due from previous invoices:	\$0	
Amount invoiced to date:	\$24,100	
Balance:	\$0	

Project Activity <sup>2</sup>	Date(s)	Amount
<p>1. Discussed with contractor and architect current and anticipated project status, including the funding process, when things are due, etc.;</p> <p>2. Continued review of certified payroll reports (CPRs) for general and some subcontractors on the job, notifying each of any deficiencies and necessary corrections necessary to make them compliant, some required additional submissions; The prime contractor was reminded that his and all subcontractors who had completed work to submit their last reports to be submitted marked as final. All but one subcontractor submitted its original as well as marked their last one as final as required. The prime's most recent reports were not numbered or marked final. He was advised again. Corresponded with LSO about report statuses. Appropriate reports will be submitted to LSO when they are received.</p> <p>3. Prepared and submitted, after local officials signed them, all documents necessary to request the third modification for the grant that moved unobligated funds to the other grant.</p> <p>4. Discussed with contractor, architect and grantee fourth change order that reduces the contract total to transfer funds to other grant and submitted signed document to grantee for approval.</p> <p>5. Prepared and submitted to grant agency modification request to move funds to 18-248592.</p> <p>6. Continued financial management oversight and technical assistance, including review of invoices, pay requests and coordinating of claim approvals by grantee; discussed with architect issues with contractor's lien waiver and affidavit;</p> <p>7. Prepared quarterly reports and annual Section 3 report, submitted to state agency;</p> <p>8. Miscellaneous other duties not enumerated, including correspondence and communications with grantee, meeting attendance.</p>	9/12/23 to 1/31/24	\$6,025.00
<sup>2</sup> Services yet to be performed include potntial monitoring by state agency & grant closeout.		
<b>Amount Due</b>		<b>\$6,025.00</b>



Mr. Chairman and Members of the Tazewell County Board:

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

---

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve a letter of support for the Village of Tremont as they work to extend the life of the Village of Tremont TIF; and

WHEREAS, the Village of Tremont plans to pursue legislative action that would extend the life of TIF by nine years; and

WHEREAS, the TIF funds have helped attract six new businesses; and

WHEREAS, the extension is necessary to continue to stimulate economic development within the Village of Tremont TIF District.

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 Village of Tremont, and the Auditor of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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Tazewell County Clerk

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Tazewell County Board Chairman



# VILLAGE OF TREMONT

211 S. Sampson St. • P.O. Box 144 • Tremont, IL 61568  
Phone: (309) 925-5711 • Fax: (309) 925-3635

Received  
DEC 23 2023  
Tazewell County  
Board Office

December 21, 2023

Dear Tremont Area Taxing Body,

The Village of Tremont is preparing to ask the State Legislature to extend the life of the Tremont TIF (Tax Increment Financing) District. Senator Sally Turner will be sponsoring the bill extension.

In the early 2000's the Village of Tremont began the process of improving the area East of Interstate I-155. The construction of Interstate 155 left this area blighted and underserved as new traffic patterns forced most businesses to close by 1999. In 2002 the Village began working with property owners to annex and bring city services East of I-155. The infrastructure improvements cost \$1.92 million. The Village, with support of all taxing bodies, established a Tax Increment Financing District (TIF) on Baer Road to encourage business growth and redevelopment in 2004.

There are 1506 TIF districts in Illinois. TIF districts allow the TIF to capture NEW tax dollars and use the revenue to recover capital investment costs and incentivize business activity. After a decade of inactivity, the TIF has started to flourish in the last 10 years. The TIF funds have helped attract 6 new businesses. Although we are pleased with the progress over the last 10 years, there are still 9 vacant properties along Baer Road that need to be filled so this area can become as robust as it was prior to I-155. The current TIF expires with the 2026 tax year.

The Village is asking for your support to extend the TIF District by 9 more years. The extension would help the Village to recoup their initial investment and continue to incentivize new development. TIF extensions require action of the Illinois General Assembly. Your support carries weight with our legislative leaders who need to bring this matter to a vote in Springfield. The Village appreciates the support already received from Tremont School District #702.

If necessary, a Village official can attend one of your meetings to discuss. The Village is asking for a simple letter from your taxing on your letterhead signed by an official supporting this extension to be returned to the Village by January 30<sup>th</sup> so it can be included in our petition for the spring legislative session. The letter can be mailed to Village Hall at PO Box 144 or email at [villageoftremont@comcast.net](mailto:villageoftremont@comcast.net). If you would like to discuss the matter, you can call Village Hall at 309-925-5711 and they can arrange a call with a Village Trustee. We appreciate your assistance in this matter!

Sincerely,

Todd Bong, Village President

Board of Trustees:

Nate Zuercher, Ken Harding, Drew Scranton, Scott Getz, Sherena Smith, Jeff Hinman

# Tazewell County Board



David Zimmerman, Chairman of the Board  
Mike Deluhery, County Administrator

February 1, 2024

Hon. Sally J. Turner  
Illinois Senate, 44<sup>th</sup> District  
120 S. McLean St  
Lincoln, IL 62656

Hon. William E. Hauter  
Illinois House of Representatives, 87<sup>th</sup> District  
133 S. Main St  
Morton IL 61550

## **Subject: Proposed Extension of Village of Tremont TIF District**

Dear Senator Turner and Representative Hauter,

The Village of Tremont created a Tax Increment Financing District (TIF) on Baer Road in 2004 to encourage business growth and redevelopment. The TIF funds have helped attract six new businesses to the area. While significant progress has been made, economic incentives to attract additional businesses to the remaining vacant properties still need to be continued.

Tazewell County supports the Village of Tremont's request for a nine-year extension of the TIF District and asks for your help in securing the approval in the State Legislature. The Village of Tremont and our District share a common interest in stimulating economic development within the Village of Tremont TIF District. Please feel free to contact me with any questions you may have.

Sincerely,

David Zimmerman,  
Tazewell County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

---

**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to approve a formal acceptance of the resignation of District 2 County Board Member Vivian Hagaman as of January 31, 2024; and

WHEREAS, the Chairman shall give notice of the vacancy to the County Central Committee of each political party within the County within three (3) days of the occurrence as required by 10 ILCS 5/25-11; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and declare a vacancy in said position.

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

---

Tazewell County Clerk

---

Tazewell County Board Chairman

Vivian E Hagaman  
228 Westshore Drive  
Morton IL 61550

Jan 13, 2024

David J Zimmerman  
134 Maple Ridge Drive  
Morton IL 61550

**Received**

**JAN 18 2024**

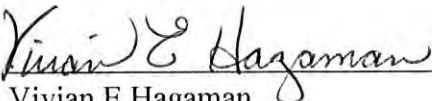
**Tazewell County  
Board Office**

Dear Mr. Zimmerman:

Please accept this letter as a formal notice of my resignation from my positions as Tazewell County Board Member.

I would like to use this opportunity to thank you for the mentorship and support you have provided me while being a member of the County Board. It was a true honor when you first appointed me to this position. I wish you and the Tazewell County Board continued success.

Sincerely,

  
Vivian E Hagaman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

-----  
**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the CFC Response, Inc., statement of work for the cyber incident; and

WHEREAS, the emergency need is the ability of the County to receive services pertaining to the cyber incident; and

WHEREAS, the County's Executive Committee recommends to the County Board to approve the emergency declaration under § 33.13 Miscellaneous Provisions of the Tazewell County Code.

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 Finance Office, and the Auditor of this action.

PASSED THIS 31<sup>st</sup> OF JANUARY, 2024.

ATTEST:

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

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

# Tazewell County Board



David Zimmerman, Chairman of the Board  
Mike Deluhery, County Administrator

December 12, 2023

Mr. John Ackerman  
Tazewell County Clerk  
Via hand delivery

Dear John:

I wish to declare an emergency under § 33.13 Miscellaneous Provisions of the Tazewell County Code to approve the statement of work with CFC Response, Inc.

The emergency need is the ability of the County to receive services pertaining to the cyber incident.

Per the requirement in § 33.13, the Board will consider a resolution approving this action at the January 31, 2024 meeting.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "DJ", written in a cursive style.

David Zimmerman  
County Board Chairman

copy to: County Board Members  
Brett Grimm, Auditor  
Hannah Clark, Treasurer

**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:

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**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to approve the appointment of Nicole Jones as the Supervisor of Assessments; and

WHEREAS, this appointment is approved by the County Board Chairman pursuant to the statutes and with County Board approval; and

WHEREAS, the County Board desires to appoint Nicole Jones for a four (4) year term effective January 01, 2024.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation. BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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Tazewell County Clerk

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Tazewell County Board Chairman



**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Steve Leitch of 120 N. Main Street, PO Box 28, Morton, IL 61550 to the Emergency Telephone Systems Board for a term commencing December 01, 2023 and expiring November 30, 2027.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Steve Leitch to the Emergency Telephone Systems Board.

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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Tazewell County Clerk

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Tazewell County Board Chairman

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Michael Kemp, of the Deer Creek Police Department, 106 W. First Ave, PO Box 332, Deer Creek, IL to the Emergency Telephone Systems Board for a term commencing December 01, 2023 and expiring November 30, 2027.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

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**RESOLUTION OF APPROVAL**

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

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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Tazewell County Clerk

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Tazewell County Board Chairman

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint John Dossey of 111 S. Capitol Street, Pekin, IL to the Emergency Telephone Systems Board for a term commencing December 01, 2023 and expiring November 30, 2027.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of John Dossey to the Emergency Telephone Systems Board.

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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Tazewell County Clerk

---

Tazewell County Board Chairman

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Kim Joesting of 1008 Saint Julian, Pekin, IL to the Veterans Assistance Commission for a term commencing December 01, 2023 and expiring November 30, 2024.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Kim Joesting to the Veterans Assistance Commission and we recommend said appointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Kim Joesting to the Veterans Assistance Commission.

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

PASSED THIS 31<sup>st</sup> DAY of JANUARY, 2024.

ATTEST:

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

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

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Frank Sciortino of 1006 Kennedy Drive, Pekin, IL 61554 to the Pekin Main Street for a term commencing December 01, 2023 and expiring November 30, 2026.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Frank Sciortino to the Pekin Main Street and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Frank Sciortino to the Pekin Main Street.

The County Clerk shall notify the County Board Office and the County Board Office will notify Director of Pekin Main Street of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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

**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Jay Hall, 115 Apple Road, Pekin, Illinois to the Tazewell County Board of Health for a term commencing December 01, 2023 and expiring November 30, 2026.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Jay Hall to the Tazewell County Board of Health and we recommend said appointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Jay Hall to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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Tazewell County Clerk

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Tazewell County Board Chairman

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Dr. Craig Koch of 21896 Townline Road, Tremont, IL to the Tremont Rescue Squad Board for a term commencing January 1, 2024 and expiring December 31, 2027.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Dr. Craig Koch to the Tremont Rescue Squad Board and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Dr. Craig Koch to the Tremont Rescue Squad Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tremont Rescue Squad Board.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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Tazewell County Clerk

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Tazewell County Board Chairman

**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Jeff Leber of 505 N. Greenfield, Tremont, IL to the Tremont Rescue Squad Board for a term commencing January 1, 2024 and expiring December 31, 2027.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Jeff Leber to the Tremont Rescue Squad Board and we recommend said appointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Jeff Leber to the Tremont Rescue Squad Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tremont Rescue Squad Board.

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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



**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Rich Kriegsman who resides at #3 Martin Lane, Pekin, IL 61554 to the Heart of Illinois Regional Port District Board for a term commencing February 1, 2024 and expiring February 1, 2030.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Rich Kriegsman to the Heart of Illinois Regional Port District Board and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Rich Kriegsman to the Heart of Illinois Regional Port District Board.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and Secretary of State, 213 State House, Springfield, IL 62706 of this action.

PASSED THIS 31<sup>st</sup> DAY OF January 2024.

ATTEST:

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

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

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint K. Russell Crawford of 204 District Court, East Peoria, IL 61611 to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2023 and expiring November 30, 2024.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission.

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Greg Menold of 932 E. Dunne Street, Morton, IL to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2023 and expiring November 30, 2024.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Greg Menold to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Greg Menold to the Tri-County Regional Planning Commission.

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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

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

**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Abbigail Hobbs, Director of Tazewell County Consolidated Communications – TC3, Pekin to the Emergency Telephone Systems Board for a term commencing February 01, 2024 and expiring November 30, 2025.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Abbigail Hobbs to the Emergency Telephone Systems Board.

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

PASSED THIS 31<sup>st</sup> DAY OF JANUARY, 2024.

ATTEST:

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Tazewell County Clerk

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Tazewell County Board Chairman



## Tazewell County Board Calendar of Meetings February 2024

<b>Zoning Board of Appeals</b> Duane Lessen, Chair	Tuesday, February 6 5:30pm – JCCR	Crawford, M. Goddard, Hall, Joesting, Krehbiel, Nelms, Sinn, Smith
<b>Land Use</b> Kim Joesting, Chair	Tuesday, February 13 5:00pm – Jury Room	Crawford, M. Goddard, Hall, Krehbiel, Nelms, Sinn, Smith
<b>Rules</b> Bill Atkins, Chair	No meeting scheduled	Crawford, Harris, Proehl, Smith
<b>Health Services</b> Jay Hall, Chair	Thursday, February 8 5:30pm – TCHD	S. Goddard, Hagaman, Longfellow, Paget, Sinn, Smith
<b>Insurance Review</b> David Zimmerman, Chair	TBD	S. Goddard, Mingus, Rich-Stimson
<b>President’s Day Holiday</b>	Monday, February 19	County Offices Closed
<b>Transportation</b> Greg Menold, Chair	Tuesday, February 20 1:30pm - Tremont	Crawford, Deppert, Hall, Harris, Paget, Proehl, Nelms
<b>Property</b> Greg Longfellow, Chair	Tuesday, February 20 3:30pm – JCCR	Atkins, M. Goddard, Graff, Hagaman, Joesting, Mingus, Rich-Stimson, Schneider
<b>Finance</b> Nick Graff, Chair	Tuesday, February 20 following Property – JCCR	Atkins, Deppert, S. Goddard, Harris, Krehbiel, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
<b>Human Resources</b> Tammy Rich-Stimson, Chair	Tuesday, February 20 following Finance – JCCR	Atkins, Deppert, S. Goddard, Graff, Harris, Krehbiel, Longfellow, Menold, Mingus, Proehl, Schneider
<b>Risk Management</b> David Zimmerman, Chair	Wednesday, February 21 4:00pm – Jury Room	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
<b>Executive</b> David Zimmerman, Chair	Wednesday, February 21 following Risk Management	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
<b>Board of Health</b>	Monday, February 26 6:30pm - TCHD	Hall
<b>County Board</b>	Wednesday, February 28 6:00 pm – JCCR	All County Board Members