

INDEX

- HS-24-13 1. Approve Feral Cat Trap Neuter Return Program
- T-24-11 2. Approve Tri-County Regional Planning Agreement (BLR 09110)
- T-24-12 3. Approve Resolution – 24-00000-01-GM – Tazewell County HMA Resurfacing
- T-24-13 4. Approve Resolution – 24-12000-01- GM – Mackinaw R.D. HMA Resurfacing
- T-24-14 5. Approve Resolution – 24-14000-01-GM – Morton R.D. HMA Resurfacing
- T-24-15 6. Approve Resolution – 24-18000-01-GM – Tremont R.D. HMA Resurfacing
- T-24-16 7. Approve Resolution – 21-00000-06-MG Shop Garage, Shop Office Renovations
- T-24-17 8. Approve Amended Resolution for Improvement for Section 21-00000-06- MG (Automotive Repair Shop and Attached Office Renovation)
- I.U-24-07 9. Approve Case No. 24-11-A – Stanley & Jennifer Koch – Rezoning – Elm Grove TWP
- P-24-06 10. Approve Intergovernmental Agreement with the City of Pekin for downtown vacant lots
- P-24-07 11. Approve bid for Epoxy Floor Installation in the Tazewell County Justice Center
- P-24-08 12. Approve bid to supply and install acoustical panels in the Tazewell County Justice Center.
- P-24-10 13. Approve bid to supply materials and labor to install architectural shingles at 1800 Broadway in Pekin
- P-24-11 14. Approve bid to supply materials and labor to paint the interior walls at 1800 Broadway in Pekin
- F-24-15 15. Approve FY25 Budget Parameters
- F-24-13 16. Approve Bid for new Computer Assisted Mass Appraisal (CAMA) System for the Assessments Office
- F-24-14 17. Approve the Illinois DCEO Uniform Application for State Grant Assistance
- F-24-16 18. Approve creation of Fund 357 Sheriff's DUI Fund
- HR-24-12 19. Approve the four year salary for the Tazewell County Board Chairman

- HR-24-13 20. Approve the four year salary for the Tazewell County Circuit Clerk
- HR-24-14 21. Approve the four year salary for the Tazewell County Coroner
- HR-24-15 22. Approve the four year salary for the Tazewell County Auditor
- E-24-37 23. Approve Decommissioning Plan for Dragon's Breath, LLC
- E-24-45 24. Approve amendments to the Tazewell County Board Rules
- E-24-48 25. Approve agreement for a Hearing Officer for the Tazewell County Code Hearing Unit
- E-24-49 26. Approve agreement for a substitute Hearing Officer for the Tazewell County Code Hearing Unit
- E-24-50 27. Approve acceptance of resignation of District 3 County Board Member
- E-34-52 28. Approve 2nd Quarter 2024 payment to Greater Peoria Economic Development Council
- E-24-41 a. Approve Reappointment of James Campbell to the Northern Tazewell Fire Protection District.
- E-24-42 b. Approve Reappointment of John Spinder to the East Peoria Sanitary District
- E-24-43 c. Approve Reappointment of Brad Zimmerman to the Morton Area Farmers Fire Protection District
- E-24-44 d. Approve Reappointment of Thomas Bessler to the Northern Tazewell Public Water District
- E-24-46 e. Approve Reappointment of Donald DuBois to the Tremont Fire Protection District
- E-24-47 f. Approve Reappointment of Robert Lehmkuhl to the Greater Creve Coeur Sanitary District
- E-24-51 g. Approve Reappointment of Doug Stewart to the Deer Creek Fire Protection District
- E-24-53 h. Approve Reappointment of Dean Nafziger to the Hopedale Fire Protection District

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board to approve a Resolution authorizing and approving Tazewell County Animal Control (TCAC) to utilize a Trap-Neuter-Return (TNR) program whereby TCAC's staff manage feral cat populations in Tazewell County with the assistance of nonprofit and sponsoring organizations; and

WHEREAS, citizens of Tazewell County have expressed a need to address the feral cat population that currently exists in large numbers and roams free throughout Tazewell County with limited effective and comprehensive means of controlling their population; and

WHEREAS, TCAC currently addresses nuisances caused by feral cats through trapping and humane euthanasia; and

WHEREAS, Tazewell County recognizes the potential for TNR as a mechanism to reduce existing feral cat populations; and

WHEREAS, TCAC will use budgeted funds from the Population Control line for spaying and neutering of TNR candidate feral cats with the intention of expanding the pilot program if successful; and

WHEREAS, sponsoring organizations include the Tazewell County Animal Alliance 501c3, Best Friends Animal Society, Animal Protective League, and citizens of Tazewell County have volunteered to provide the TNR program with funding, equipment and resources; and

WHEREAS, the below language additions to the Tazewell County, Illinois Code of Ordinances will allow TCAC to implement this program:

§ 90.01 DEFINITIONS

FERAL CAT. A cat that (a) is born in the wild or is the offspring of an owned or feral cat and is not socialized, (b) is a formerly owned cat that has been abandoned and is no longer socialized, or (c) lives on a farm.

State Law reference— Definitions, 510 ILCS 5/2.11b

OWNER. Any person 17 years of age or older; or parent or guardian of any person under the age of 17 years; or parent or guardian of an incapacitated person having a right of property in an animal; or who acts as custodian, cares for, keeps, feeds or knowingly permits an animal to remain on or about any premises occupied by such person; or a person who registers an inoculation certificate for an animal with the county.

"OWNER" does not include a feral cat caretaker participating in a trap, spay/neuter, vaccinate for rabies, and return program.

§ 90.02 ANIMALS RUNNING AT LARGE PROHIBITED

(B) The provisions of division (A), shall not apply to:

(1) Dogs being used in hunting, field trials, and under the control of the owner or handler;

(2) Dog shows while on public lands set aside for those purposes;

(3) Blood hounds or other dogs used for tracking in conjunction with police activities;

(4) Dogs of the Canine Corps of any police force, the state police, any federal law enforcement agency, or the armed forces while being used to conduct official business or being used for official purposes; or

(5) Barn cats maintained under a barn cat caretaker license in accordance with other provisions of this section.

(6) A feral cat caretaker participating in a trap, spay/neuter, vaccinate for rabies, and return program.

§ 90.21 INOCULATION OF DOGS AND CATS

(A) Every owner of a dog or cat four or more months of age shall cause such dog or cat to be inoculated against rabies by a licensed veterinarian annually or at such intervals as hereafter may be promulgated by the department. Evidence of such inoculation shall be entered upon a certificate, the form of which shall be approved by the County Board, and the certificate shall be signed by the licensed veterinarian administering the vaccine.

This subsection (A) does not apply to feral cats; however, if a feral cat is presented to a licensed veterinarian for sterilization, the feral cat shall be inoculated against rabies, unless the person presenting the feral cat for care provides an inoculation certificate showing that the feral cat has been inoculated

against rabies, and the cost of the inoculation shall be paid by the person presenting the feral cat to a licensed veterinarian for care.

§ 90.22 INOCULATION TAGS.

(A) The owner of a dog or cat shall, within ten days after such dog or cat has been inoculated against rabies, procure an inoculation tag from the county. The cost of the tag shall be determined and set by the County Board. The owner of a dog or cat shall cause the inoculation tag to be attached to a collar or harness to be worn by the animal whenever the animal is not confined in a secure enclosure. Valid rabies inoculation tags and certificates from other counties shall be honored while the animal is in transit or while the dog or cat is being kept in the county for 30 days or less.

This subsection (A) does not apply to feral cats.

§ 90.23 REGISTRATION FEES

The owner of animals in the county shall be charged the following registration fee(s):

(A) For an annual registration, \$16 for each animal which is neutered or spayed;

(B) For a three-year registration, \$42 for each animal which is neutered or spayed;

(C) For an annual registration, \$33 for each animal which is not neutered or spayed;

(D) For a three-year registration, \$75 for each animal which is not neutered or spayed;

(E) Replacement of a lost registration tag is \$3; and

(F) Late fees. Five dollars for each animal 30-59 days overdue on vaccination or registration. Ten dollars for each animal 60 days or more overdue on vaccination or registration.

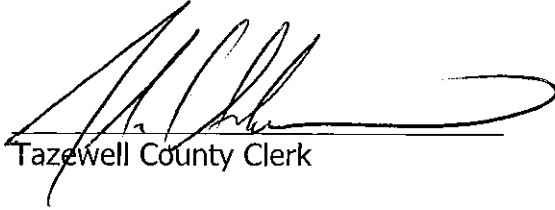
(G) The provisions of this subsection shall not apply to feral cats.

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

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Office, the Director of Animal Control, American Legal Publishing, and the Auditor of this action.

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

CHAPTER 90: ANIMALS

Section

90.01 Definitions

90.02 Animals running at large prohibited

90.03 Unattended animals to be securely fastened

90.04 Burial or throwing of animals into the streets; keeping

90.05 Restrictions on tethering a dog

90.06 Humane care of animals

90.07 Abandonment prohibited

90.08 Acts of cruelty to animals prohibited

90.09 Impoundment of victimized animals; owner's appeal

90.10 Diseased and injured animals

90.11 Dead animals prohibited

90.12 Live animals for research prohibited

90.13 Reporting animal bites required

90.14 Harboring stray animal restricted

90.15 Liberation of owned animals prohibited

90.16 Liberation of impounded or captured animals prohibited

90.17 Interference with animal shelter personnel

90.18 Provoking animals prohibited

90.19 Removal of waste

90.20 Animal considered a nuisance

90.21 Inoculation of dogs and cats

90.22 Inoculation tags

90.23 Registration fees

90.24 Barn cat caretaker license required

90.25 Revocation of barn cat caretaker license

90.26 Confinement of animal which has bitten someone

- 90.27 Duties of owners of rabid or biting animals
- 90.28 Reimbursement to animal bite victims
- 90.29 Liability of animal owners
- 90.30 Confinement of female dog or cat in heat
- 90.31 Duties of driver of motor vehicle striking animal
- 90.32 Collar required
- 90.33 Attachment of registration tags
- 90.34 Confinement of dogs outside limited
- 90.35 Dangerous dogs determination
- 90.36 Dangerous dog; leash
- 90.37 Dangerous dog; appeal
- 90.38 Declaration of vicious dog
- 90.39 Vicious dogs - confinement, control, impoundment
- 90.40 Impoundment
- 90.41 Redemption by owner or owner's delegate
- 90.42 Fees
- 90.43 Fines and fees paid into Animal Control Fund

- 90.99 Penalty

§ 90.01 DEFINITIONS.

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

ACT. The Animal Control Act, 510 ILCS 5/1 through 5/27, as amended.

ADMINISTRATOR. A veterinarian licensed by the State of Illinois and appointed pursuant to this Act, or in the event a veterinarian cannot be found and appointed pursuant to this Act, a non-veterinarian may serve as Administrator under this Act. In the event the Administrator is not a veterinarian, the administrator shall defer to the veterinarian regarding all medical decisions.

ANIMAL. Every non-human species of animal, both domestic and wild.

ANIMAL CONTROL FACILITY. Any facility approved by the Administrator for the purpose of enforcing the Act and used as a shelter for seized, stray, homeless, abandoned, or unwanted dogs or other animals.

ANIMAL CONTROL OFFICER. Persons appointed by the Administrator in such number as authorized by the County Board to perform duties assigned by the Administrator set forth in this chapter.

ANIMAL SHELTER MANAGER. Manager or Director of the animal shelter, animal control, and rabies control.

AT LARGE. Any animal when it is off the premises of its owner's real property and not restrained by a competent person. However, if an animal under the control of a city/county official or veterinarian escapes and runs loose, it shall not be considered AT LARGE.

BITE or BITING. The infliction of a break in the skin or a wound by the teeth of an animal.

CAT. All domestic members of the feline family felis catus.

COMPETENT PERSON. A person 11 years of age or older, capable of physically controlling the animal in question and to whose command the animal is obedient.

CONFINE. Physical restraint of an animal by a fence, structure, chain, rope, or other means of a sufficient strength or construction to restrain the animal in question.

DANGEROUS DOG. Any individual dog when unmuzzled, unleashed, or unattended by its owner or custodian that behaves in a manner that a reasonable person would believe poses a serious and imminent threat of serious physical injury or death to a person or a companion animal.

DEPARTMENT. The Department of Agriculture of the state.

DEPUTY ADMINISTRATOR. A veterinarian licensed by the State of Illinois, appointed by the Administrator.

DIRECTOR. The Director of the Department of Agriculture of the state, or his duly appointed representative.

DOG. All domestic members of the canine family canis familiaris.

DOMESTIC ANIMAL. The following are considered to be DOMESTIC ANIMALS:

- (1) Dogs (not including hybrids of dogs);
- (2) Cats (not including hybrids of cats);
- (3) Domestic rodents (guinea pigs, hamsters, white rats, white mice);
- (4) Farm animals (any member of the swine, ovine, caprine, bovine, or equine families, poultry or rabbits);
- (5) Non-life-threatening, non-poisonous reptiles or amphibians;

- (6) Non-poisonous, non-life-threatening fish;
- (7) All birds, except those protected as wild birds by state or federal statutes; and
- (8) Ferrets.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

ENCLOSURE. A fence or structure of at least six feet in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a vicious dog in conjunction with other measures which may be taken by the owner or keeper, such as tethering of a vicious dog within the enclosure. Such enclosure shall be securely enclosed and locked and designed with secure sides, top and bottom and shall be designed to prevent the animal from escaping from the enclosure. Such enclosure must be approved by the Administrator.

EXOTIC ANIMAL. Any non-domestic animal not native to the state.

FERAL CAT. A cat that (a) is born in the wild or is the offspring of an owned or feral cat and is not socialized, (b) is a formerly owned cat that has been abandoned and is no longer socialized, or (c) lives on a farm.

State Law reference— Definitions, 510 ILCS 5/2.11b

HAS BEEN BITTEN. Has been seized with the teeth or jaws so that the person or animal seized has been nipped, gripped, wounded, or pierced. The phrase further includes contact of saliva with any break or abrasion of the skin.

HEARING OFFICER. An individual designated by the county to hear and decide complaints concerning the enforcement of the provisions of this chapter.

INOCULATIONS AGAINST RABIES. The injection of an anti-rabies vaccine approved by the Department.

KITTENS. All members of the family felis catus domesticus, male or female, under the age of four months.

LEASH. A cord, rope, strap, or chain which shall be securely fastened to the collar or harness of a dog or other animal and shall be of sufficient strength to keep such dog or other animal under control.

LICENSED VETERINARIAN. A veterinarian licensed by the state in which he engages in the practice of veterinary medicine.

MANAGER. The person appointed by the County Board to manage the county animal shelter.

OWNER. Any person 17 years of age or older; or parent or guardian of any person under the age of 17 years; or parent or guardian of an incapacitated person having a right of property in an animal; or who acts as custodian, cares for, keeps, feeds or knowingly permits an animal to remain on or about any premises occupied by such person; or a person who registers an inoculation certificate for an animal with the county.

"OWNER" does not include a feral cat caretaker participating in a trap, spay/neuter, vaccinate for rabies, and return program.

PEACE OFFICER. Shall have the meaning ascribed to it in 720 ILCS 5/2-13.

PERSON. Any individual, firm, corporation, partnership, society, association, or other legal entity, any public or private institution, the State of Illinois, municipal corporation or political subdivision of the state, or any other business unit.

PHYSICAL INJURY. The impairment of physical condition.

POLICE ANIMAL. An animal owned or used by a law enforcement department or agency in the course of the department or agency's work.

POTENTIALLY DANGEROUS DOG. A dog that is unsupervised and found running at large with three or more other dogs.

POULTRY. Domesticated birds raised for show, eggs, or meat.

PUPPY. All members of the canine family *canis familiaris*, whether male or female, under four months of age.

REDEMPTION FEE. Costs incurred when impounding an animal, which include the handling and processing of the animal's entry and exit into the animal shelter. This fee shall not include boarding, medical or transportation costs incurred by the shelter in keeping such animal.

REGISTRATION CERTIFICATE. A printed form prescribed by the department for the purpose of recording pertinent information as required by the department under this Act.

RESTRAINT. Any animal that is not found on the property of its owner when it is:

- (1) Controlled by a line or leash not more than six feet in length, when such line or leash is held by a competent person;
- (2) Controlled by a leash of 50 feet or less during a training session conducted by a competent person;
- (3) Confined within a motor vehicle; or
- (4) Confined in a cage or other animal carrier.

SECURE ENCLOSURE. A structure of sufficient height and construction that does not allow contact between the animal confined and other animals or persons.

SERIOUS PHYSICAL INJURY. A physical injury that creates a substantial risk of death or that causes death, serious or protracted disfigurement, protracted impairment of health, impairment of the function of any bodily organ, or plastic surgery.

STERILIZED. The surgical spay of a female animal or castration of a male animal, so as to render such animal incapable of producing.

TAG. A serially numbered medallion approved by the department to be issued, at a fee set by the County Board, as evidence of inoculation against rabies. Also required for animals exempt by a veterinarian for being vaccinated against rabies.

TETHERING. To restrain a dog by tying the dog to any object or structure, including, without limitation, a house, tree, fence, post, garage, shed, or clothes line by any means, including, without limitation, a chain, rope, cord, leash or running line. TETHERING shall not include using a leash to walk a dog.

TOW CHAIN or LOG CHAIN. Any chain that is more than one-quarter of an inch in width.

VICIOUS DOG. A dog that bites a person, attacks a person, or causes physical injury, serious physical injury, or death; or any individual dog that has been found to be a "dangerous dog" upon three separate occasions; or any individual dog that has killed a companion animal while off the premises of its owner.

WILD ANIMAL. Any living member of the animal kingdom (including exotic animals) for which no rabies vaccine is approved, other than a domestic animal.

(Ord. E-19-97, passed 5-29-2019)

§ 90.02 ANIMALS RUNNING AT LARGE PROHIBITED.

(A) The owner of any animal shall keep such animal confined or under restraint at all times when it is off the premises of the owner's real property, and shall not permit such animal to be at large. Dogs trained for law enforcement under the control of a peace officer in the performance of duty shall not be required to be confined or under restraint.

(B) The provisions of division (A), shall not apply to:

- (1) Dogs being used in hunting, field trials, and under the control of the owner or handler;
- (2) Dog shows while on public lands set aside for those purposes;
- (3) Blood hounds or other dogs used for tracking in conjunction with police activities;
- (4) Dogs of the Canine Corps of any police force, the state police, any federal law enforcement agency, or the armed forces while being used to conduct official business or being used for official purposes; or

(5) Barn cats maintained under a barn cat caretaker license in accordance with other provisions of this section.

(6) A feral cat caretaker participating in a trap, spay/neuter, vaccinate for rabies, and return program.

(C) A dog or cat found running at large contrary to the provisions of this chapter a second or subsequent time must be spayed or neutered within 30 days after being reclaimed unless already spayed or neutered. Failure to comply with this section shall be a violation of law and shall result in the Administrator or Deputy Administrator ordering the dog impounded and the dog's owner paying a \$50 fine, to be deposited into the Animal Control Fund. If the animal is impounded a subsequent time and not sterilized, he/she must be sterilized at the owner's expense before being released from animal control.

(D) Every animal running at large or stray animal within the county may be impounded by the Animal Shelter Manager or delegate, the police, or private citizen. Once the animal has been impounded at the animal shelter, it may be released only after payment of any adjudicated fines owed for violation of this chapter, any redemption/adoption fees that are set forth in this chapter, and if the animal was not inoculated against rabies as required by this chapter when impounded, any inoculation and registration cost incurred by the animal shelter to inoculate and register the animal.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.03 UNATTENDED ANIMALS TO BE SECURELY FASTENED.

It shall be unlawful to leave any horse or other draft animal unattended in any street without having the animal securely fastened.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.04 BURIAL OR THROWING OF ANIMALS INTO THE STREETS; KEEPING.

(A) No person shall leave or throw into any place, street, or public water, or offensively expose or bury anywhere within the county, the body, or any part thereof, of any dead or fatally sick or injured animal.

(B) No person shall keep any dead animal, or any offensive meat, bird, fowl, or fish in a place where the same may be dangerous to the life or detrimental to the health of any person.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.05 RESTRICTIONS ON TETHERING A DOG.

(A) It shall be unlawful for an owner to tether a dog outdoors unless the following conditions are met.

(1) A tethered dog must have access at all times to water, adequate shelter, and dry ground.

(2) If there are multiple dogs, each dog must be tethered separately and each dog must have separate water and shelter.

(3) A dog must be tethered in such a manner as to prevent injury, strangulation, or entanglement, and the tether must be at least ten feet long.

(4) The tether must be attached to the dog by a properly fitting collar or harness with a rotating toggle attachment. Pinch, prong, or choke collars shall not be used. The tether shall not wrap directly around the dog's neck.

(5) No dog may be tethered in the case of extreme weather conditions, including when a heat advisory, a wind chill warning or tornado warning has been issued by local, state, or national authority.

(6) No dog shall be tethered within 200 yards of a school.

(7) No person shall permit at any time a tethered dog to bark, whine, howl, or make excess noises so as to cause a nuisance.

(8) No dog shall be tethered with a log chain or a tow chain.

(9) No dog shall be tethered in such a manner so as to allow it to reach or remain on public property or public right-of-way, such as a sidewalk or street.

(B) Failure to comply with this section is a violation for which the Animal Control Administrator or delegate may impound the animal. Such animal may be redeemed by the owner upon payment to the Animal Control Administrator of the lawful fees accrued pursuant to this chapter, after showing an ability to conform to the provisions of this section.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.06 HUMANE CARE OF ANIMALS.

No owner shall fail to provide his/her animal with:

(A) Sufficient, nutritious food;

(B) Fresh, clean water at all times;

(C) A shelter which has four sides, a roof, floor, and bedding. The shelter shall be of sufficient size to permit such animal to stand up and turn around inside when fully grown and allow retention of body heat. The shelter shall be placed to provide shade from the sun and protection from the weather; and

(D) Regular and sufficient veterinary care to prevent suffering and maintain health.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.07 ABANDONMENT PROHIBITED.

It shall be unlawful for any person to abandon any animal within the county.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.08 ACTS OF CRUELTY TO ANIMALS PROHIBITED.

Unless justifiable in defense of person or property, no person shall:

(A) Kill, wound, or attempt to kill or wound any domestic animal;

(B) Put to death any domestic animal except by euthanasia under the supervision of a licensed veterinarian of the state;

(C) Beat, cruelly ill-treat, torment, overload, overwork, or otherwise abuse a domestic animal;

(D) Cause, instigate, permit, or attend any dogfight, cockfight, bullfight, or other combat between animals and humans;

(E) Crop an animal's ears, an animal's tail, or perform similar surgeries except as a licensed veterinarian of the state; or

(F) Allow any animal to remain unattended in a motor vehicle by a competent person when the animal's life, health, or safety is threatened.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.09 IMPOUNDMENT OF VICTIMIZED ANIMALS; OWNER'S APPEAL.

(A) In the event that the Animal Shelter Manager or delegate finds a domestic animal to be a victim of cruelty, neglect, or abandonment as defined by §§ 90.06 through 90.08, he/she shall have the right to remove or cause to have removed any such animal to a safe place for care, or to euthanize such animal when necessary to prevent further suffering, all at the owner's expense. Return to the owner may be denied or withheld until the owner shall have made full payment for all expenses incurred. Treatment of an animal by any method specified in this section does not relieve the owner of liability for violations and for any accrued charges.

(B) The owner of an animal that has been impounded may appeal, in writing, the impoundment to the Administrator within seven days of impoundment. The Administrator

will appoint a hearing official and, after proper notice, a hearing shall be held to determine if such animal was the victim of cruelty, neglect, or abandonment. The hearing officer may find that the animal is a victim of cruelty, neglect, or abandonment if:

(1) Such animal was abandoned;

(2) Such animal was not provided by the owner (or agent) with sufficient water, proper food, shelter to provide protection from the weather, or veterinary care to prevent suffering; or

(3) Such animal was a victim of an act cited in § 90.08.

(C) If the hearing officer finds that the animal is a victim of cruelty, neglect, or abandonment, then he shall order appropriate remedies, including, but not limited to, proper veterinary care, humane destruction of the animal, or refusal to return such animal to the owner, and shall assess all costs to the owner for enforcement of the appropriate remedy, and for impoundment and boarding of the animal.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.10 DISEASED AND INJURED ANIMALS.

(A) No diseased or sickly horse, cow, hog, dog, cat, or other animal, nor any that has been exposed to any disease that is contagious among such animals, shall be brought into the county unless under veterinary care.

(B) Any animal, being in any street or public place within the county, appearing, in the estimation of the Animal Shelter Manager or delegate, or any inspector of the County Health Department, to be injured or diseased and past recovery for any useful purpose, and not being attended and properly cared for by the owner or some proper person to have charge thereof for the owner, and not having been removed to some private premises or to some place designated by such officer or inspector within one hour after being found or left in such condition, may be deprived of life by such officer or as he may direct.

(C) No person, other than inspectors or officers of the County Health Department or law enforcement officers, or persons authorized by contract or otherwise, shall in any way interfere with the removal of such dead, sick, or injured animal in such street or place. No person shall skin or wound such animal in any street or public place, unless to terminate its life as herein authorized; except that the owner or person having control of such animal may terminate the life thereof in the presence and by the consent of a law enforcement officer, or an inspector of the County Health Department or the Animal Shelter Manager or delegate.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.11 DEAD ANIMALS PROHIBITED.

(A) No person shall:

(1) Allow the body or any part thereof, of any dead animal to decompose and putrefy by remaining on his property; or

(2) Skin, dismember, butcher, dress or exhibit any dead animals in view of the public in residentially used areas of the county.

(B) The owner of an animal shall be responsible for the disposal of such animal's remains on its death from whatever cause and regardless of the location of such animal's remains.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.12 LIVE ANIMALS FOR RESEARCH PROHIBITED.

No live animals in the possession of the animal shelter shall be released, sold, or given to any institution or private firm or individual for the purposes of medical or scientific research.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.13 REPORTING ANIMAL BITES REQUIRED.

Persons having knowledge of someone being bitten by an animal must report such information to the animal shelter or the Police Department within 24 hours.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.14 HARBORING STRAY ANIMAL RESTRICTED.

No person shall harbor, keep, care for, feed, or allow remaining on their property any stray domestic animal without notifying the animal shelter within 48 hours.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.15 LIBERATION OF OWNED ANIMALS PROHIBITED.

No person shall remove from restraint or release from confinement any animal belonging to another person, unless in an emergency or with the consent of the owner.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.16 LIBERATION OF IMPOUNDED OR CAPTURED ANIMALS PROHIBITED.

It shall be unlawful for any person to liberate or attempt to liberate any animal impounded under the provisions of this chapter from a place of confinement or from within a vehicle used for confinement and conveyance to the animal shelter.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.17 INTERFERENCE WITH ANIMAL SHELTER PERSONNEL.

It shall be unlawful for any person to obstruct, impede, or interfere with the Animal Shelter Manager or any of his delegates or the police in the performance of their duties, or to prevent or attempt to prevent the Animal Shelter Manager or any of his delegates or the police from capturing or impounding any animal within the county.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.18 PROVOKING ANIMALS PROHIBITED.

It shall be unlawful for any person to intentionally provoke any animal so as to create a nuisance to the neighborhood or cause a violation of any provisions of this chapter.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.19 REMOVAL OF WASTE.

The owner of any animal shall promptly remove any deposit of such animal's waste wherever it may exist in the county.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.20 ANIMAL CONSIDERED A NUISANCE.

(A) No person shall own, possess, or harbor a nuisance animal within the county. An animal, other than a dog trained for law enforcement in the performance of its duty, shall be considered a nuisance if such animal:

- (1) Damages real or personal property other than the owner's;
- (2) Causes unsanitary, dangerous, or unreasonably offensive conditions;

(3) Causes a disturbance by excessive barking, caterwauling, or other noise-making. A public nuisance shall be rebuttably presumed when an animal continuously emits noise which can be heard within a residence or other occupied building for 20 or more consecutive minutes;

(4) Chases vehicles;

(5) Chases, molests, attacks, bites, interferes with or physically intimidates any person while on or off the premises of the owner; or

(6) Chases, molests, attacks, bites or interferes with other animals while off the premises of the owner.

(B) The Animal Shelter Manager or delegate, upon reasonable grounds, shall impound any animal creating a nuisance by being in violation of division (A) of this section and not restrained by a competent person. Failure to comply with division (A) of this section shall be a violation of law for which, upon conviction thereof, the owner of such animal shall be penalized \$300 for the first violation, \$600 for the second violation, and \$1,000 for the third and each subsequent violation. This section requires the support of the complainant for the issuance of a violation.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.21 INOCULATION OF DOGS AND CATS.

(A) Every owner of a dog or cat four or more months of age shall cause such dog or cat to be inoculated against rabies by a licensed veterinarian annually or at such intervals as hereafter may be promulgated by the department. Evidence of such inoculation shall be entered upon a certificate, the form of which shall be approved by the County Board, and the certificate shall be signed by the licensed veterinarian administering the vaccine.

This subsection (A) does not apply to feral cats; however, if a feral cat is presented to a licensed veterinarian for sterilization, the feral cat shall be inoculated against rabies, unless the person presenting the feral cat for care provides an inoculation certificate showing that the feral cat has been inoculated against rabies, and the cost of the inoculation shall be paid by the person presenting the feral cat to a licensed veterinarian for care.

(B) The veterinarian administering the vaccine shall cause the certificate of inoculation to be distributed as follows:

(1) Two copies shall be given to the owner at the time of inoculation;

(2) One copy shall be filed with the office of the Administrator, or such place as the County Board shall designate, within 30 days after the date of inoculation; and

(3) One copy shall be retained by the veterinarian administering the inoculation for a period of five years, or such period as set by the department or the County Board.

(C) The type and brand of rabies vaccine used shall be licensed by the U.S. Department of Agriculture and approved by the department.

(D) Every owner of a dog or cat shall comply with the provisions of sections §§ 90.21 through 90.23. Any person who violates these sections shall pay a penalty of \$25 for the first violation, \$50 for the second violation occurring within a 12-month period, and \$200 for the third and each successive violation within a 12-month period. Each day a person fails to comply constitutes a separate offense.

(E) If an animal is not inoculated and registered, said animal shall be impounded by the Animal Shelter Manager or his/her delegate and may be redeemed or disposed of in accordance with the provisions of this code.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.22 INOCULATION TAGS.

(A) The owner of a dog or cat shall, within ten days after such dog or cat has been inoculated against rabies, procure an inoculation tag from the county. The cost of the tag shall be determined and set by the County Board. The owner of a dog or cat shall cause the inoculation tag to be attached to a collar or harness to be worn by the animal whenever the animal is not confined in a secure enclosure. Valid rabies inoculation tags and certificates from other counties shall be honored while the animal is in transit or while the dog or cat is being kept in the county for 30 days or less.

This subsection (A) does not apply to feral cats.

(B) If an animal is not registered, such dog or cat may be impounded by the Animal Shelter Manager or delegate and may be redeemed or disposed of in accordance with the provisions of this chapter.

(C) The provisions of this section shall not apply to barn cats maintained under a barn cat caretaker license in accordance with other provisions of this chapter.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.23 REGISTRATION FEES.

The owner of animals in the county shall be charged the following registration fee(s):

- (A) For an annual registration, \$16 for each animal which is neutered or spayed;
- (B) For a three-year registration, \$42 for each animal which is neutered or spayed;
- (C) For an annual registration, \$33 for each animal which is not neutered or spayed;
- (D) For a three-year registration, \$75 for each animal which is not neutered or spayed;
- (E) Replacement of a lost registration tag is \$3; and

(F) Late fees. Five dollars for each animal 30-59 days overdue on vaccination or registration. Ten dollars for each animal 60 days or more overdue on vaccination or registration.

(G) The provisions of this subsection shall not apply to feral cats.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.24 BARN CAT CARETAKER LICENSE REQUIRED.

(A) Barn cat caretakers may obtain an annual license from the county by no later than January 31 of each year. Licensees shall pay an annual renewal fee of \$10.

(B) An applicant for and holder of a barn cat caretaker license shall conform to the following requirements:

(1) All cats over four months of age must receive an inoculation against rabies;

(2) All cats must be spayed or neutered;

(3) All cats must be provided with a continuous supply of fresh water, sufficient food to maintain acceptable body weight, shelter and protection from the weather, and sufficient veterinary care to prevent suffering;

(4) The applicant shall not have been found guilty of more than three violations of this chapter within the previous three years from the date of application; and

(5) The applicant shall pay the county a fee of \$10.

(C) Obtaining a barn cat caretaker license shall exempt such licensee from payment of county registration fees for each cat owned by him.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.25 REVOCATION OF BARN CAT CARETAKER LICENSE.

(A) Upon conviction of a second violation of the requirements of this chapter, the Animal Shelter Manager or delegate may revoke the barn cat caretaker license for a period of not less than three months nor more than five years, the length of the revocation period to be determined by the number and severity of the violations. After expiration of the revocation period, the license shall not be automatically reinstated. The former licensee must reapply for the license and show an ability to conform to the existing ordinances before he may be issued a multiple pet license.

(B) Upon revocation of the license, the Administrator or Deputy Administrator may order the barn cats impounded and the owner shall relinquish ownership of his barn cats to the animal shelter, unless he otherwise comes into compliance with the requirements this chapter.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.26 CONFINEMENT OF ANIMAL WHICH HAS BITTEN SOMEONE.

(A) When the Administrator receives information that any person has been bitten by a dog or other animal, the Administrator, or his/her authorized representative, shall have such dog or other animal confined under the observation of a licensed veterinarian for a period of ten days. Such veterinarian shall report the clinical condition of the dog or other animal immediately, with confirmation in writing to the Administrator within 24 hours after the dog or other animal is presented for examination, giving the owner's name, address, the date of confinement, the breed, description, age and sex of such dog or other animal, on appropriate forms approved by the department. The Administrator shall notify the attending physician or responsible health agency. At the end of the confinement period, the veterinarian shall submit a written report to the Administrator advising him of the final disposition of such dog or other animal on appropriate forms approved by the department. Dogs or other animals that are not currently inoculated against rabies within the time prescribed by law must be confined at a veterinarian office or county animal control.

(B) When evidence is presented that such dog or other animal was inoculated against rabies within the time prescribed by law, it may be confined in the house of its owner, or in a manner which will prohibit it from biting any person for a period of ten days, if the Administrator, adjudges such confinement satisfactory. At the end of the confinement period, such dog or other animal shall be examined by a licensed veterinarian.

(C) When such dog or other animal has been examined by a licensed veterinarian, at the end of the confinement period and released from confinement, said animal shall be microchipped at the owner's expense at the time of examination. The owner shall notify the Administrator of the microchip number within 72 hours.

(D) Every wild animal which has bitten a person shall be humanely destroyed immediately and a necropsy performed.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.27 DUTIES OF OWNERS OF RABID OR BITING ANIMALS.

(A) The owner of any dog or other animal which exhibits symptoms of rabies and any dog or other animal in direct contact with such dog or other animal, whether or not such dog or other animal has been vaccinated, shall immediately notify the Administrator, and shall promptly confine such dog or other animal, or have it confined, under suitable observation, for a period of at least ten days, unless officially authorized by the Administrator, in writing, to release it sooner.

(B) It is unlawful for any person having knowledge that any person has been bitten by a dog or other animal to refuse to notify the Administrator immediately. It is unlawful for the owner of such dog or other animal to euthanize, sell, give away, or otherwise dispose of any

such dog or other animal known to have bitten a person, until it is released by the Administrator, or his authorized representative.

(C) It is unlawful for the owner of such dog or other animal to refuse or fail to comply with the written or printed instructions made by the Administrator, or his authorized representative. If such instructions cannot be delivered in person, they shall be mailed to the owner of such dog or other animal by regular mail, postage prepaid. The affidavit or testimony of the Administrator, or his authorized representative, delivering or mailing such instructions is prima facie evidence that the owner of such dog or other animal was notified of his responsibilities.

(D) Any expense incurred in the handling of any dog or other animal under this section shall be borne by the owner.

(E) For the purpose of this section, the word IMMEDIATELY means by telephone, in person, or by some other means, but does not include the use of the mail.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.28 REIMBURSEMENT TO ANIMAL BITE VICTIMS.

The county is not obligated to pay to any person or resident of the county from the Animal Control Fund any amount for the purchase of human rabies antiserum, the purchase of human vaccine, any costs for the administration of the serum or vaccine, or any amount for medical care which may have been provided to human bite victims.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.29 LIABILITY OF ANIMAL OWNERS.

Owners of animals shall be liable for any damage done by their animals to persons, other domestic animals, or other person's property.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.30 CONFINEMENT OF FEMALE DOG OR CAT IN HEAT.

The owner of any female dog or cat in heat shall confine such animal in a building or secure enclosure. The failure to do so is a violation of law and will allow the Manager of the Animal Shelter or delegate to impound such animal and to hold such animal until redeemed/adopted pursuant to this chapter.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.31 DUTIES OF DRIVER OF MOTOR VEHICLE STRIKING ANIMAL.

Any person whose motor vehicle strikes a dog or cat within the county shall promptly report such occurrence to the animal shelter or Police Department with a description of the animal struck, condition of the animal, and the location of the striking.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.32 COLLAR REQUIRED.

No person shall own, possess, keep, maintain, or harbor any dog or cat over four months of age within the county without providing such dog or cat with a collar to be worn when said animal is outside a secure enclosure. Collars for dogs shall be of sufficient strength to control and restrain the animal without injury to the animal. Animals restrained by rope or chains must have collars.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.33 ATTACHMENT OF REGISTRATION TAGS.

The registration tag, issued pursuant to this chapter, requiring inoculation by a licensed veterinarian, shall be attached to the collar required by § 90.32.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.34 CONFINEMENT OF DOGS OUTSIDE LIMITED.

(A) No person shall place a doghouse, dog kennel, or other dog housing outside except in the rear yard.

(B) No person shall place a doghouse, dog kennel, or other dog housing or restraint in the rear yard unless such structure or restraint is at least ten feet from all property lines that have adjoining property. A dog trained for law enforcement while in the ownership of a law enforcement officer shall be exempt from the requirements of this section.

(C) The provisions of this section shall not apply to barn cats maintained under a barn cat caretaker license in accordance with other provisions of this chapter.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.35 DANGEROUS DOGS DETERMINATION.

(A) After a thorough investigation, including: sending notifications to the owner of the alleged infractions within ten business days of the Administrator or Director becoming

aware of the alleged infractions, the fact of the initiation of an investigation, and affording the owner an opportunity to meet with the Administrator or Director prior to the making of a determination; gathering of any medical or veterinary evidence; interviewing witnesses; and making a detailed written report, an animal control officer, Deputy Administrator, or law enforcement agent may ask the Administrator, or his or her designee, or the Director, to deem a dog to be "dangerous." No dog shall be deemed a "dangerous dog" unless shown to be a dangerous dog by a preponderance of the evidence. The owner shall be delivered immediate notification of the determination in person or by registered or certified mail that includes a complete description of the appeal process.

(B) A dog shall not be declared dangerous if the Administrator, or his or her designee, or the Director determines the conduct of the dog was justified because:

(1) The threat was sustained by a person who at the time was committing a crime or offense upon the owner or custodian of the dog or was committing a willful trespass or other tort upon the premises or property occupied by the owner of the animal;

(2) The threatened person was abusing, assaulting, or physically threatening the dog or its offspring;

(3) The injured, threatened, or killed companion animal was attacking or threatening to attack the dog or its offspring; or

(4) The dog was responding to pain or injury or was protecting itself, its owner, custodian, or a member of its household, kennel, or offspring.

(C) If deemed dangerous, the Administrator, or his or her designee, or the Director shall order:

(1) The dog's owner to pay a \$50 public safety fee, which shall be deposited into the Animal Control Fund, and a fine of not less than \$250 nor more than \$1,000;

(2) The dog to be microchipped and spayed or neutered within 14 days at the owner's expense, if not already; and

(3) One or more of the following as deemed appropriate under the circumstances and necessary for the protection of the public:

(a) Evaluation of the dog by a certified applied behaviorist, a board certified veterinary behaviorist, or another recognized expert in the field and completion of training or other treatment as deemed appropriate by the expert. The owner of the dog shall be responsible for all costs associated with evaluations and training ordered under this division; or

(b) The dog to be under physical control by an adult 18 years of age or older whenever the animal is off of the premises of its owner.

(D) The Administrator may order a dangerous dog to be muzzled whenever it is off of the premises of its owner in a manner that will prevent it from biting any person or animal, but that shall not injure the dog or interfere with its vision or respiration.

(E) The Administrator may order the owner of a dangerous dog to maintain his animal under restraint and not allow his animal to be outdoors unless contained inside a physical fence that restricts the dog's access to the public way or leashed and under the control of its owner or another responsible person. The Administrator may order that the dog be prohibited from or under specified restrictions at dog parks.

(F) The Administrator may order the owner to display in a prominent place of the premises where a dangerous dog resides a clearly visible sign of appropriate size declaring that a dangerous dog resides at that location. The Administrator shall approve the design of the sign and may require additional signs located at other points of entry.

(G) The owner or custodian of the dog shall notify the animal shelter or the Administrator immediately in the event the dog is at large or has committed an attack on any person or animal or has died.

(H) No owner or keeper of a dangerous dog shall sell or give away the dog without notifying the Administrator.

(I) Whenever an owner of a dangerous dog relocates, he shall notify the Administrator. This includes owners of dogs declared dangerous in the county who are relocating to another county and owners of dogs declared dangerous in other counties who are relocating to Tazewell County.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.36 DANGEROUS DOG; LEASH.

It is unlawful for any person to knowingly or recklessly permit any dangerous dog to leave the premises of its owner when not under control by leash.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.37 DANGEROUS DOG; APPEAL.

(A) The owner of a dog found to be a dangerous dog pursuant to this chapter by the Administrator may file a complaint against the Administrator in the circuit court within 35 days of receipt of notification of the determination, for a de novo hearing on the determination. The proceeding shall be conducted as a civil hearing pursuant to the Illinois Rules of Evidence and the Code of Civil Procedures, including the discovery provisions. After hearing both parties' evidence, the court may make a determination that the dog is a dangerous dog if the Administrator meets his or her burden of proof of a preponderance of the evidence. The final order of the circuit court may be appealed pursuant to the civil appeals provisions of the Illinois Supreme Court Rules.

(B) The owner of a dog found to be a dangerous dog pursuant to this chapter by the Director may, within 14 days of receipt of notification of the determination, request an

administrative hearing to appeal the determination. The administrative hearing shall be conducted pursuant to the Department of Agriculture's rules applicable to formal administrative proceedings, 8 Ill. Adm. Code Part 1, Subparts A and B. An owner desiring a hearing shall make his or her request for a hearing to the State Department of Agriculture. The final administrative decision of the department may be reviewed judicially by the circuit court of the county wherein the person resides, or in the case of a corporation, the county where its registered office is located. If the plaintiff in a review proceeding is not a resident of Illinois, the venue shall be in Sangamon County. The Administrator review law and all amendments and modifications thereof, and the rules adopted thereto, apply to and govern all proceedings for the judicial review of final administrative decisions of the Department hereunder.

(C) Until the order has been reviewed and at all times during the appeal process, the owner shall comply with the requirements set forth by the Administrator, the court, or the Director.

(D) At any time after a final order has been entered, the owner may petition the circuit court to reverse the designation of dangerous dog.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.38 DECLARATION OF VICIOUS DOG.

(A) In order to have a dog deemed "vicious" as defined in § 90.01, the Administrator, Deputy Administrator, or law enforcement officer must give notice of the infraction that is the basis of the investigation to the owner, conduct a thorough investigation, interview any witnesses, including the owner, gather any existing medical records, veterinary medical records or behavioral evidence, and make a detailed report recommending a finding that the dog is a vicious dog and give the report to the State's Attorney's Office and the owner.

(B) The Administrator, State's Attorney, Director or any citizen of the county may file a complaint in the circuit court in the name of the People of the State of Illinois to deem a dog to be a vicious dog. Testimony of a certified applied behaviorist, a board certified veterinary behaviorist, or another recognized expert may be relevant to the court's determination of whether the dog's behavior was justified. The petitioner must prove the dog is a vicious dog by clear and convincing evidence. The Administrator shall determine where the animal shall be confined during the pendency of the case.

(C) A dog may not be declared vicious if the court determines the conduct of the dog was justified because:

(1) The threat, injury, or death was sustained by a person who at the time was committing a crime or offense upon the owner or custodian of the dog, or was committing a willful trespass or other tort upon the premises or property owned or occupied by the owner of the animal;

(2) The injured, threatened, or killed person was abusing, assaulting, or physically threatening the dog or its offspring, or has in the past abused, assaulted, or physically threatened the dog or its offspring; or

(3) The dog was responding to pain or injury, or was protecting itself, its owner, custodian, or member of its household, kennel, or offspring.

(D) No dog shall be deemed vicious if it is a professionally trained dog for law enforcement or guard duties, provided the attack or injury to a person occurs while the dog is performing duties as expected.

(E) Vicious dogs shall not be classified in a manner that is specific as to breed.

(F) If the burden of proof has been met, the court shall deem the dog to be a vicious dog.

(G) If a dog is found to be a vicious dog, the owner shall pay a \$100 public safety fee, which shall be deposited into the Pet Population Control Fund, and a fine of not more than \$1,000; the dog shall be microchipped and spayed or neutered within ten days of the finding at the expense of its owner, if not already; and the dog shall be subject to enclosure.

(H) If an owner fails to comply with the requirements of division (G), the Animal Control Manager shall impound the dog and the owner shall pay a fine of not less than \$500 nor more than \$1,000, plus impoundment fees, to the animal control facility.

(I) The judge has the discretion to order a vicious dog be euthanized.

(J) A dog found to be a vicious dog shall not be released to the owner until the Administrator, an animal control officer, or the Director approves the enclosure.

(K) No owner or keeper of a vicious dog shall sell or give away the dog without approval from the Administrator or court.

(L) Whenever an owner of a vicious dog relocates, he or she shall notify both the Administrator of county animal control where he or she has relocated and the Administrator of county animal control where he or she formerly resided.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.39 VICIOUS DOGS - CONFINEMENT, CONTROL, IMPOUNDMENT.

(A) It shall be unlawful for any person to keep or maintain any dog which has been found to be a vicious dog unless such dog is at all times kept in an enclosure. The only times that a vicious dog may be allowed out of the enclosure are:

(1) If it is necessary for the owner or keeper to obtain veterinary care for the dog; or

(2) In the case of an emergency or natural disaster where the dog's life is threatened;
or

(3) To comply with the order of a court of competent jurisdiction; and

(4) Provided that the dog is securely muzzled and restrained with a leash not exceeding six feet in length, and shall be under the direct control and supervision of the owner or keeper of the dog or muzzled in its residence.

(B) Any dog which has been found to be a vicious dog and which is not confined to an enclosure shall be impounded by the Administrator, animal control officer, or the law enforcement authority having jurisdiction in such area.

(C) If the owner of the dog has not appealed the impoundment order to the circuit court in the county in which the animal was impounded within 15 working days, the dog may be humanely euthanized.

(D) Upon filing a notice of appeal within 15 working days, the order of euthanasia shall be automatically stayed pending the outcome of the appeal. The owner shall bear the burden of timely notification to animal control in writing, and all costs of the stay of the euthanasia order shall be borne by the owner. A dog found to be a vicious dog shall not be released to the owner until the Administrator, an animal control officer, or the Director approves the enclosure as defined in this division.

(E) Guide dogs for the blind or hearing impaired, support dogs for the physically handicapped, and sentry, guard or police-owned dogs are exempt from this section; provided, an attack or injury to a person occurs while the dog is performing duties as expected. To qualify for exemption under this division, each such dog shall be currently inoculated against rabies in accordance with § 90.21 (Section 8 of the Illinois Animal Control Act). It shall be the duty of the owner of such exempted dog to notify the Administrator of changes of address. In the case of a sentry or guard dog, the owner shall keep the Administrator advised of the location where such dog will be stationed. The Administrator shall provide Police and Fire Departments with a categorized list of such exempted dogs, and shall promptly notify such departments of any address changes reported to him.

(F) If the animal control agency has custody of the dog, the agency may file a petition with the court requesting that the owner be ordered to post security. The security must be in an amount sufficient to secure payment of all reasonable expenses expected to be incurred by the animal control agency or animal shelter in caring for and providing for the dog pending the determination. Reasonable expenses include, but are not limited to, estimated medical care and boarding of the animal for 30 days. If security has been posted in accordance with this section, the animal control agency may draw from the security the actual costs incurred by the agency in caring for the dog.

(G) Upon receipt of a petition, the court must set a hearing on the petition, to be conducted within five business days after the petition is filed. The petitioner must serve a true copy of the petition upon the defendant.

(H) If the court orders the posting of security, the security must be posted with the Clerk of the Court within five business days after the hearing, if the person ordered to post security does not do so, the dog is forfeited by operation of law and the animal control agency must dispose of the animal through adoption or humane euthanization.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.40 IMPOUNDMENT.

(A) Every animal running at large or stray animal within the county may be impounded by the Animal Shelter Manager or delegate, the police, or private citizen. Once the animal has been impounded at the animal shelter, it may be released only after payment of any adjudicated fines owed for violation of this chapter, any redemption/adoption fees that are set forth in this chapter, and if the animal was not inoculated against rabies as required by this chapter when impounded, any inoculation and registration cost incurred by the animal shelter to inoculate and register the animal.

(B) Pursuant to the Illinois Animal Control Act, 510 ILCS 5/10, when dogs or cats are apprehended and impounded, they must be scanned for the presence of a microchip. If no microchip is found, a microchip shall be implanted prior to redemption and said implantation of the microchip shall be at the owner's expense.

(C) The Administrator shall give notice of not less than seven business days to the owner, if known, prior to disposal of the animal. Such notice shall be mailed to the last known address of the owner. An affidavit or testimony of the Administrator or his deputy or agent who mails such notice shall be prima facie evidence of the receipt of such notice by the owner of such dog or cat.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.41 REDEMPTION BY OWNER OR OWNER'S DELEGATE.

(A) Upon receiving notice from the Administrator, it shall be the duty of the owner or delegate of such impounded dog or cat to immediately redeem same, unless such dog or cat has been impounded for:

- (1) Biting some person;
- (2) Being afflicted with rabies;
- (3) Being suspected of being afflicted with rabies; or
- (4) Being a dangerous animal pursuant to this chapter.

(B) If the owner of the impounded dog(s) or cat(s) desires to make redemption thereof, he shall redeem his animals within 72 hours of the date and time of notice, excepting weekends (Saturday and Sunday) and holidays, by presenting to the Animal Shelter Manager or delegate the following:

- (1) Proof of current rabies inoculation and registration, or payment for the inoculation and registration costs incurred by the animal shelter to inoculate and register the dog(s) or cat(s);

(2) Payment for all lawful fees accrued pursuant to this chapter for impounding such dog(s) or cat(s), including redemption, boarding, inoculation, registration, and medical fees accrued;

(3) Payment for implantation of a microchip, if applicable; and

(4) Paying all adjudicated fines and fees owed for violation of this code.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.42 FEES.

(A) The redemption fee for any animal impounded at the animal shelter, except dogs and cats, shall be \$12 per day.

(B) In addition to the redemption fees to be charged for every animal impounded, except dogs and cats, the owner or redeemer of such animal shall pay the animal shelter for the cost of transporting it, boarding for the entire period that it was impounded, and all medical charges which have accrued as a result of medical treatment, and any adjudicated fines and fees owed for violation of this chapter. These redemption, boarding, and medical costs shall be paid even if the animal is not redeemed by the owner.

(C) The public safety fee for any dog impounded at the animal shelter shall be \$50. The public safety fee for any cat impounded at the animal shelter shall be \$25.

(D) In addition to the public safety fee a redemption fee for any registered dog or cat impounded at the animal shelter shall be \$30. The redemption fee for any unregistered dog or cat impounded at the animal shelter shall be \$45. If the dog or cat was impounded within the corporate limits of a municipality with a current contract with Tazewell County Animal Control, the redemption fee for any registered dog or cat shall be \$10. The redemption fee for any unregistered dog or cat shall be \$15.

(E) In addition to the redemption fees to be charged for every dog or cat impounded, the owner or redeemer of such dog or cat shall pay the animal shelter for cost of transporting it, a boarding fee of \$12 per day for the entire period that it was impounded, with the exceptions of weekends and holidays, and all medical charges which have accrued as a result of medical treatment. These redemption, boarding, and medical costs shall be paid, even if the animal is not redeemed by the owner.

(F) In addition to the redemption fees to be charged for every dog or cat impounded, the cost of implantation of a microchip, if none is found at the time of impoundment, shall be paid by the owner. The cost of implantation of a microchip is \$36.

(G) The redemption fee for a dog or cat that has bitten a person is \$180.

(H) Owners of animals impounded during non-business hours shall be subject to an emergency impoundment fee of \$25.

(I) A transportation fee of \$25 shall be paid for animals picked up at the request of the owner.

(J) A euthanasia fee of \$25 shall be paid for animals euthanized at the request of the owner.

(K) A euthanasia fee of \$50 shall be paid for animals euthanized at the request of the owner, if the animal has bitten within ten days of the request.

(L) The Administrator may require a dog or cat to be vaccinated against rabies by a licensed veterinarian and registered at the owner's expense before redemption. The required rabies vaccination fee shall be \$45.

(M) Owners of animals displaced by circumstances out of their control shall be required to provide proof of rabies inoculation. Animals impounded by County Animal Control due to these circumstances shall be vaccinated against rabies, registered, and microchipped before being released to the owner. The owner shall pay \$15 for the required rabies vaccination, the appropriate registration fee, and \$5 for the implantation of the required microchip.

(N) Owners surrendering animals to the shelter shall be subject to pay a \$10 relinquishment fee.

(O) The adoption fee for each dog shall be \$80, and \$50 if the dog comes to the shelter already sterilized. The adoption fee for each cat over six months of age shall be \$40, \$60 for any kitten under six months of age, and \$20 if the cat comes to the shelter already sterilized.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.43 FINES AND FEES PAID INTO ANIMAL CONTROL FUND.

All fines, forfeitures, penalties, and fees collected as a result of the enforcement of this chapter shall be paid into the Animal Control Fund.

(Ord. E-19-97, passed 5-29-2019) Penalty, see § 90.99

§ 90.99 PENALTY.

Whoever violates the provisions of this chapter shall be fined not less than \$25 and not more than \$500 for each offense. A separate offense shall be deemed to be committed for each day during upon which a violation occurs or continues.

(Ord. E-19-97, passed 5-29-2019)



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Table with Resolution Type (Original), Resolution Number (T-24-11 (P1 of 4)), and Section Number (24-00051-00-ES)

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

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

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

an agreement with the Tri-County Regional Planning Commission serving as the Metropolitan Planning Organization to assist the participating communities to coordinate their transportation needs through per JOINT FUNDING AGREEMENT - UNIFIED PLANNING WORK PROGRAM FY 2025 for the period July 1, 2024 to June 30, 2025 (FY 2025)

2. That there is hereby appropriated the sum of Fourty-Two Thousand Four Hundred Fifty and 95/100

Dollars (\$42,450.95) 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 in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Tazewell at a meeting held on April 24, 2024

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of April 2024

(SEAL, if required by the LPA)

Clerk Signature & Date [Signature] 4/24/2024

Approved

Regional Engineer Signature & Date Department of Transportation

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:


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

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

BE IT FURTHER RESOLVED, the County Board Chairman or the County Administrator is hereby authorized to sign the Agreement entitled "JOINT FUNDING AGREEMENT – UNIFIED PLANNING WORK PROGRAM FY 2025"; a copy of which is attached hereto and incorporated herein.

PASSED THIS 24TH DAY OF APRIL, 2024

ATTEST:



County Clerk



County Board Chairman

JOINT FUNDING AGREEMENT – UNIFIED PLANNING WORK PROGRAM FY 2025

This agreement is hereby entered into by the members of the participating agencies of the metropolitan planning organization (MPO) of the Peoria-Pekin Urbanized Area, recognized under Section 134 of the *Infrastructure Investment and Jobs Act (IIJA)*. It is intended to set forth the procedures and methods agreed upon to ensure sufficient local matching funds enabling the Peoria-Pekin Urbanized Area to receive **\$974,535.02** in Federal Highway Administration and Federal Transit Administration planning funds. The funding requires a 20% local match, requiring a total local match of **\$243,633.76** for Fiscal Year 2025. It is further agreed that the Greater Peoria Mass Transit District (GPMTD) provides **\$3,800** as a pass-through membership fee for participation in the planning process.

The Federal Planning funds, FTA funds, and local dollars will be utilized for the work and services performed in accordance with the Unified Planning Work Program (UPWP) for Fiscal Year 2024. The work and services and their associated costs as contained in the UPWP were adopted by the Tri-County Regional Planning Commission. If state funds can be utilized to offset local match for FY 2024, local dollars will be programmed by the Tri-County Regional Planning Commission in a separate work program.

Each participating agency identified herein hereby agrees to pay its entire share to the MPO no later than November 1, 2024. The MPO is hereby designated to deposit local funds into a special bank account. Withdrawals from this account shall be for reimbursement for work accomplished on the appropriate designated work tasks. The MPO shall make a monthly report to the Tri-County Regional Planning Commission accounting for the expenses incurred on the work tasks identified in the UPWP. Federal and State funds shall be requested by and dispersed directly to the MPO in accordance with agreements of the State of Illinois and the Greater Peoria Mass Transit District.

The local money for FY 2025 shall be provided by each of the participating agencies noted herein by the contributing percentage of MFT funds each such agency received in Calendar Year 2023.

Community	2023 MFT Allotment	2023 MFT %	FY 2025 Contribution
Peoria County	\$ 2,193,728.28	22.37%	\$ 53,661.42
Tazewell County	\$ 1,735,433.88	17.70%	\$ 42,450.95
Woodford County	\$ 605,737.76	6.18%	\$ 14,817.13
Bartonville, Village of	\$ 135,537.37	1.38%	\$ 3,315.42
Chillicothe, City of	\$ 139,709.52	1.42%	\$ 3,417.47
Creve Coeur, Village of	\$ 112,488.03	1.15%	\$ 2,751.60
East Peoria, City of	\$ 512,602.59	5.23%	\$ 12,538.92
Germantown Hills, Village of	\$ 77,788.65	0.79%	\$ 1,902.81
Morton, Village of	\$ 390,242.77	3.98%	\$ 9,545.84
Pekin, City of	\$ 723,420.78	7.38%	\$ 17,695.80
Peoria Heights, Village of	\$ 134,693.83	1.37%	\$ 3,294.78
Peoria, City of	\$ 2,579,655.89	26.31%	\$ 63,101.71
Washington, City of	\$ 366,395.50	3.74%	\$ 8,962.51
West Peoria, City of	\$ 97,190.22	0.99%	\$ 2,377.40
CityLink	N/A	N/A	\$ 3,800.00
Local Match			\$243,633.76

Any surplus of local matching money with accumulated interest will remain on deposit in the special bank account managed by the MPO with any excess from previous years and may be used for such purposes and projects as designated by the Tri-County Regional Planning Commission.

This agreement is approved as indicated by signature of an agent of the undersigned participating agency represented on the Tri-County Regional Planning Commission:

Peoria County	_____	Date	_____
Tazewell County	_____	Date	<i>Michael L. Harris</i> 4/24/2024
Woodford County	_____	Date	_____
Bartonville	_____	Date	_____
Chillicothe	_____	Date	_____
Creve Coeur	_____	Date	_____
East Peoria	_____	Date	_____
Germantown Hills	_____	Date	_____
Morton	_____	Date	_____
Pekin	_____	Date	_____
Peoria	_____	Date	_____
Peoria Heights	_____	Date	_____
Washington	_____	Date	_____
West Peoria	_____	Date	_____
GPMTD	_____	Date	_____

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

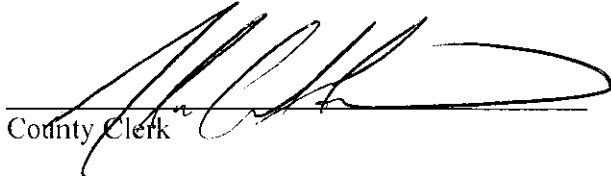
Section 24-00000-01-GM (7.973 Miles: Hot-Mix Asphalt, Milling & Resurfacing; Various Locations): To R.A. Cullinan & Son, in the amount of 3,019,563.79, to be paid from Motor Fuel Tax Funds, Line Item 212-400-5327.

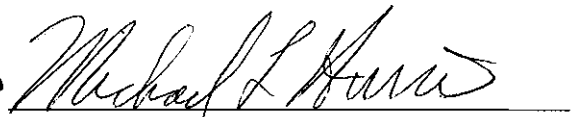
THEREFORE BE IT RESOLVED that the County Board award the contract, subject to approval of the appropriated Motor Fuel Tax funds by the Illinois Department of Transportation, as recommended by the Transportation Committee.

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

PASSED THIS 24TH DAY OF APRIL, 2024

ATTEST:


County Clerk


County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Sheet 1 of 1

Fazewell County

Sec. 24-00000-01-GM

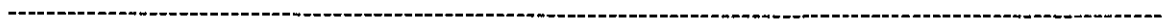
DATE: April 15, 2024

APPROVED ESTIMATE:		R.A. Cullinan & Son		BID: \$			
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
					\$ 3,059,162.80		
1	EXC & GREX SHOULDER	UNIT	18	\$ 650.00	\$ 11,700.00	\$ 1,218.50	\$ 21,933.00
2	P BIT MATLS TACK CT	POUND	124,992	\$ 1.85	\$ 231,235.20	\$ 1.78	\$ 222,485.76
3	HMA SURF REM BUTT JT	SQ YD	1,420	\$ 30.00	\$ 42,600.00	\$ 17.50	\$ 24,850.00
4	TEMPORARY RAMP	SQ YD	150	\$ 60.00	\$ 9,000.00	\$ 46.43	\$ 6,964.50
5	HMA BC IL-9-5FG N50	TON	3,013	\$ 137.00	\$ 412,781.00	\$ 139.98	\$ 421,759.74
6	P HMA SC IL-9.5 C N50	TON	10,367	\$ 148.00	\$ 1,534,316.00	\$ 145.43	\$ 1,507,672.81
7	MATL TRANSFER DEVICE	TON	10,367	\$ 3.50	\$ 36,284.50	\$ 3.45	\$ 35,766.15
8	INCIDENTAL HMA SURF	TON	234	\$ 325.00	\$ 76,050.00	\$ 313.75	\$ 73,417.50
9	HMA SURF REM 1 1/4	SQ YD	123,591	\$ 2.10	\$ 259,541.10	\$ 2.48	\$ 306,505.68
10	AGGREGATE SHLDS 8 SPL	TON	3,788	\$ 50.00	\$ 189,400.00	\$ 36.24	\$ 137,277.12
11	HMA SHOULDERS 6 SPL	SQ YD	604	\$ 90.00	\$ 54,360.00	\$ 82.92	\$ 50,083.68
12	SHORT TERM PAVT MKING	FOOT	17,660	\$ 1.60	\$ 28,256.00	\$ 1.30	\$ 22,958.00
13	SHRT TRM PAVT MK REM	SQ FT	1,723	\$ 9.00	\$ 15,507.00	\$ 6.26	\$ 10,785.98
14	MOD URETH PM LTR-SYM	SQ FT	93.6	\$ 15.00	\$ 1,404.00	\$ 6.33	\$ 592.49
15	MOD URETH PM LINE 4	FOOT	3,015	\$ 2.00	\$ 6,030.00	\$ 2.10	\$ 6,331.50
16	MOD URETH PM LINE 8	FOOT	570	\$ 3.00	\$ 1,710.00	\$ 4.21	\$ 2,399.70
17	MOD URETH PM LINE 12	FOOT	487	\$ 4.00	\$ 1,948.00	\$ 6.05	\$ 2,946.35
18	MOD URETH PM LINE 24	FOOT	170	\$ 10.00	\$ 1,700.00	\$ 12.65	\$ 2,150.50
19	RAISED REFL PAVT MKR	EACH	568	\$ 40.00	\$ 22,720.00	\$ 41.28	\$ 23,447.04
20	RAISED REF PVT MK REM	EACH	568	\$ 45.00	\$ 25,560.00	\$ 48.88	\$ 27,763.84
21	CL D PATCH T4 6	SQ YD	164	\$ 165.00	\$ 27,060.00	\$ 199.30	\$ 32,685.20
22	TRAF CONT & PROT SPL	L SUM	1	\$ 35,000.00	\$ 35,000.00	\$ 36,704.00	\$ 36,704.00
23	MOBILIZATION	L SUM	1	\$ 35,000.00	\$ 35,000.00	\$ 42,083.25	\$ 42,083.25

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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



RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Mackinaw Road District, Section 24-12000-01-GM (1.012 Miles: Hot-Mix Asphalt Resurfacing of TR 99A - Runyon Road): To R.A. Cullinan & Son, in the amount of 320,994.32, to be paid from Township Motor Fuel Tax Funds, Line Item 213-400-5580.

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

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

PASSED THIS 24TH DAY OF APRIL, 2024

ATTEST:



County Clerk



County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Sheet 1 of 1

Fazewell County
Mackinaw Road District
Sec. 24-12000-01-GM

DATE: April 15, 2024

ITEM NO.	ITEM	UNIT	QTY.	APPROVED ESTIMATE:		R. A. Cullinan & Son		BID: \$	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	HMA SURF REM BUTT JT	SQ YD	517	\$ 38.00	\$ 19,646.00	\$ 21.81	\$ 11,275.77	\$	\$
2	TEMPORARY RAMP	SQ YD	41	\$ 60.00	\$ 2,460.00	\$ 35.75	\$ 1,465.75	\$	\$
3	P BIT MATLS TACK CT	POUND	18,243	\$ 2.20	\$ 40,134.60	\$ 1.42	\$ 25,905.06	\$	\$
4	HMA BC IL-9.5 N50	TON	689	\$ 150.00	\$ 103,350.00	\$ 151.98	\$ 104,714.22	\$	\$
5	HMA SC IL-9.5 C N50	TON	1,034	\$ 160.00	\$ 165,440.00	\$ 143.28	\$ 148,151.52	\$	\$
6	INCIDENTAL HMA SURF	TON	50	\$ 250.00	\$ 12,500.00	\$ 349.86	\$ 17,493.00	\$	\$
7	TRAF CONT & PROT SPL	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 11,989.00	\$ 11,989.00	\$	\$

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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



RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

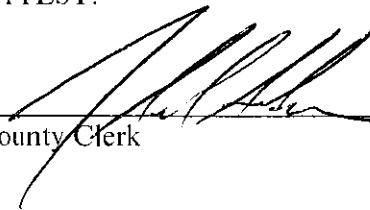
Morton Road District, Section 24-14000-01-GM (0.310 Miles: Hot-Mix Asphalt Resurfacing of TR 156A – Hires Trace): To R.A. Cullinan & Son, in the amount of \$133,969.70, to be paid from Township Motor Fuel Tax Funds, Line Item 213-400-5580.

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

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

PASSED THIS 24TH DAY OF APRIL, 2024

ATTEST:



County Clerk



County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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


Tremont Road District, Section 24-18000-01-GM (1.218 Miles: Hot-Mix Asphalt Resurfacing of FAS 476 – Baer Road): To R.A. Cullinan & Son, in the amount of \$360,171.97, to be paid from Township Motor Fuel Tax Funds, Line Item 213-400-5580 and Township Local Funds.

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

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

PASSED THIS 24TH DAY OF APRIL, 2024

ATTEST:



County Clerk



County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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



RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

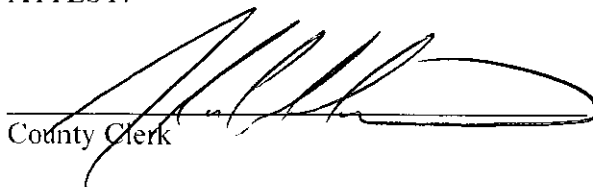
Section 21-00000-06-MG (Automotive Repair Shop and attached Office Renovation): To GIVSCO Construction Company, in the amount of \$852,000.00, to be paid from Motor Fuel Tax Funds, Line Item 212-400-5530, and County Highway Funds, Line Item 211-400-5530.

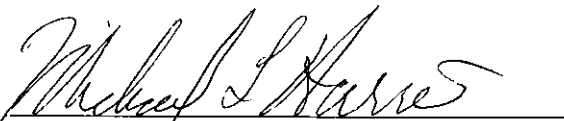
THEREFORE BE IT RESOLVED that the County Board award the contract, subject to approval of the appropriated Motor Fuel Tax funds by the Illinois Department of Transportation, as recommended by the Transportation Committee.

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

PASSED THIS 24TH DAY OF APRIL, 2024

ATTEST:


County Clerk


County Board Chairman



**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

Yes No

Resolution Type	Resolution Number	Section Number
Amended	T-24-17	21-00000-06-MG

BE IT RESOLVED, by the Board of the County
Governing Body Type Local Public Agency Type

of Tazewell County Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
N/A				

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
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 Six Hundred Thirty Five Thousand and 00/100

 Dollars (\$635,000.00) 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
Name of Clerk Local Public Agency Type Local Public Agency Type

of Tazewell County in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

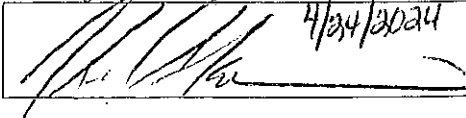
statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Tazewell County at a meeting held on April 24, 2024
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of April 2024
Day Month, Year


(SEAL, if required by the LPA)

Clerk Signature & Date

 4/24/2024

Approved

Regional Engineer Signature & Date
 Department of Transportation



COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

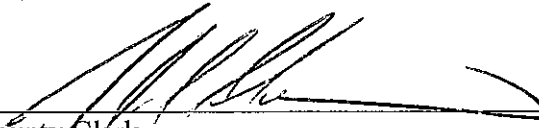
Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

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.

PASSED THIS 24TH DAY OF APRIL, 2024

ATTEST:



County Clerk



County Board Chairman

COMMITTEE REPORT
LU-24-07
(ZBA Case No. 24-11-Z)

Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance regarding Zoning Case No. 24-11-Z to amend the Official Zoning Maps of Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

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

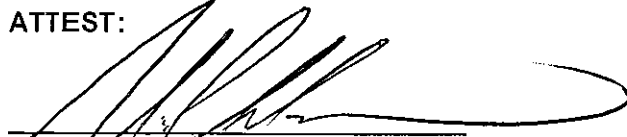
NOW THEREFORE BE IT RESOLVED, that the County Board approve this petition;

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

Adopted this 24th day of April, 2024.


Tazewell County Board Chairman

ATTEST:


Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV,
CHAPTER 157, ZONING - CODE OF TAZEWELL COUNTY
ON PETITION OF STANLEY & JENNIFER KOCH**

(Zoning Board Case No. 24-11-Z)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, By Stanley & Jennifer Koch for an Amendment to the Official Elm Grove Township Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation Zoning District to a R-R Rural Residential Zoning District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 4-11-Z as held by the Tazewell County Zoning Board of Appeals on April 2, 2024, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval; and

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

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

(POSITIVE) The proposed amendment shall not be detrimental to the orderly development of Tazewell County because R-R districts are designed to maintain rural characteristics. Since A-1 districts preserve agricultural uses, the designation of a R-R district will help maintain the rural characteristic of the general area.

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

(POSITIVE) The proposed amendment will maintain the agricultural characteristic of the neighborhood while giving the applicant the ability to have a single-family dwelling on a smaller lot. Since the proposed amendment protects the rural characteristic of the general area the proposed amendment shall not be detrimental to the public health of Tazewell County.

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

property in question.

(POSITIVE) The proposed amendment is compatible with the existing uses within the general area. The properties surrounding the properties in question are A-1, which are designed to protect and preserve agricultural uses. The proposed amendment is an R-R designation, which also allows much of the same uses as A-1 districts and protects rural characteristics. Since both A-1 and R-R districts have similar functions, the proposed amendment is compatible and consistent with existing uses in the area.

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

(POSITIVE) The zoning classifications that exist in the general area are A-1 districts. There are currently no R-R districts within the general area of the proposed property but R-R districts allows much of the same uses as an A-1 district. Therefore, the proposed amendment would provide a consistent use to the existing zoning classification within the area.

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

(POSITIVE) Under the existing zoning a single-family dwelling has to be on lot that is at least 40 acres. If the land is unsuitable for farming the lot can be at least one acre but no greater than five acres. Since the land is prime for agriculture and the applicant is seeking to put the house on a smaller lot an R-R designation is a viable solution.

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

(POSITIVE) Once the property in question is rezoned to R-R the applicant can then divide the parcel to leave the single-family dwelling on a two acre lot.

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

(POSITIVE) The use and characteristic of the general area has consistently been rural.

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

(POSITIVE) If the proposed amendment is denied then the applicant would not be able to sell the house.

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

(POSITIVE) The site is not within 1.5-miles of municipality with comprehensive plan.

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

(POSITIVE) The relative gain to the public is that the applicant will be able to achieve their goals without disrupting the current landscape of the general area. The neighborhood's rural characteristics will be maintain if the amendment is approved. If denied the applicant would not be able to sell the house.

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

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

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

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

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

SECTION I. The petition of Stanley & Jennifer Koch for an Amendment to the Official Elm Grove Township Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation Zoning District to a R-R Rural Residential Zoning District for the following described property:

Parcel 1: P.I.N. 11-11-34-200-012; an approximate 7.01 acre tract; and

Parcel 2: P.I.N. 11-11-34-200-015; an approximate 30.81 acre tract, commonly known as Lot 1 and Outlot A of Lone Pine Subd.;

all situated in the NW ¼ of Sec 34, T24N, R4W of the 3rd P.M., Elm Grove Twp., Tazewell Co., IL;

located at 11845 Springfield Rd. (Co. Hwy. 1), Tremont, IL.

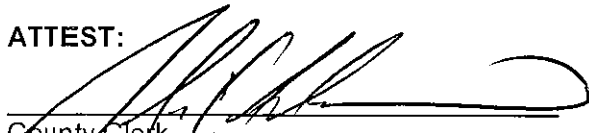
is hereby granted.

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

PASSED AND ADOPTED this 24th day of April, 2024.

Ayes _____ Nays _____ Absent _____

ATTEST:



County Clerk
Tazewell County, Illinois

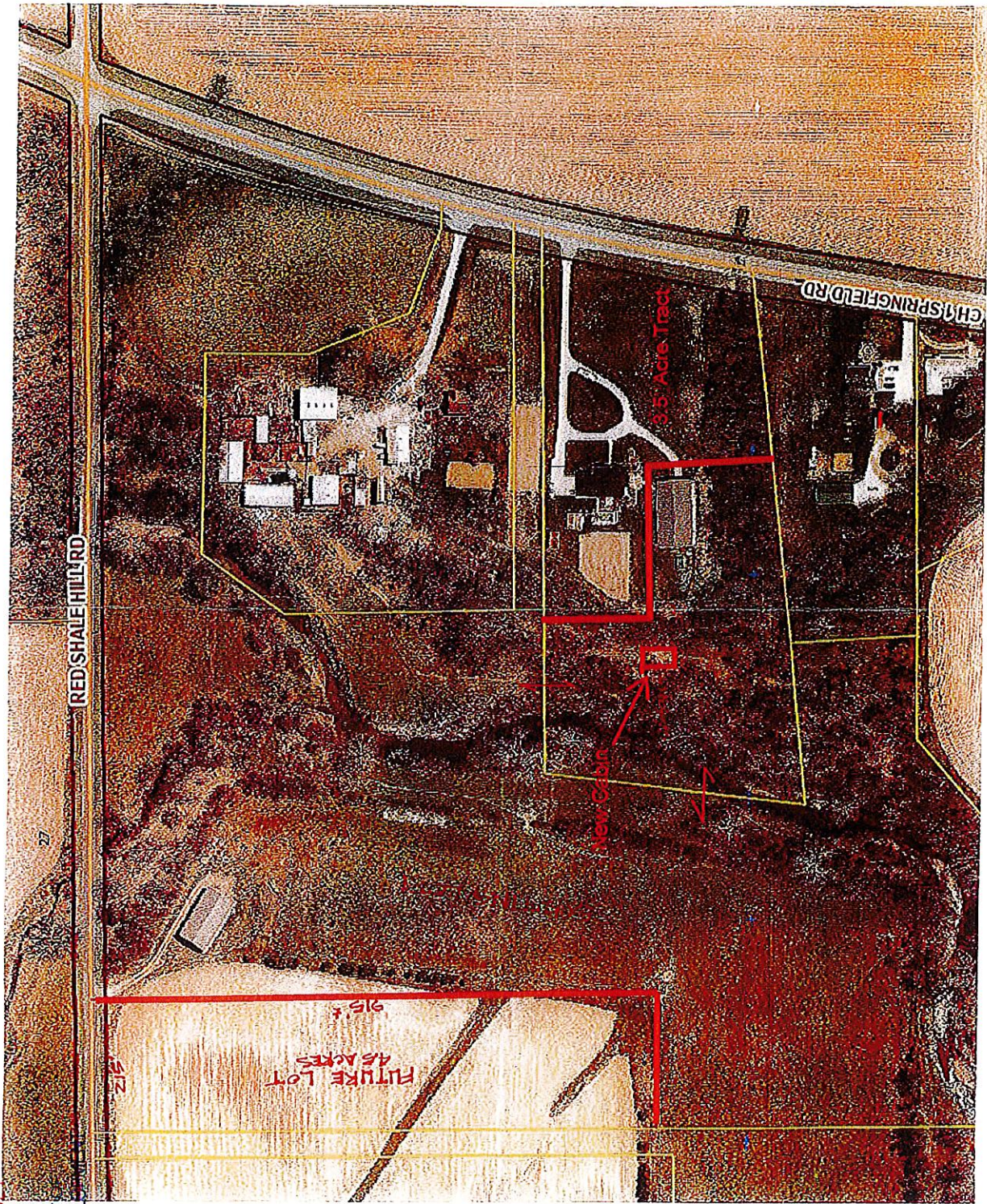


Chairman, County Board
Tazewell County, Illinois

RECEIVED

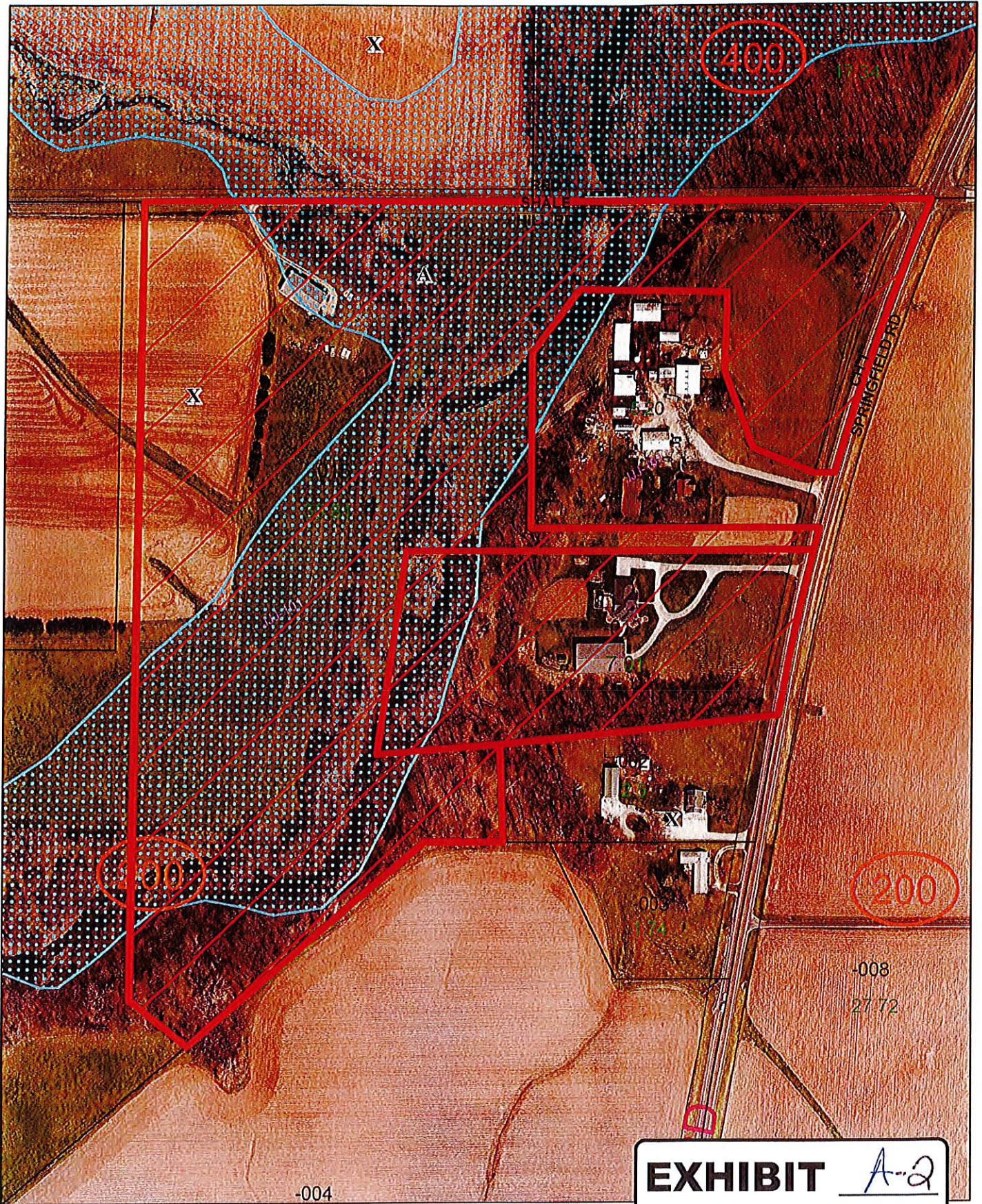
MAR 28 2024

DEPARTMENT
COMMUNITY DEVELOPMENT



Showing proposed division of land
into 3 tracts of ground.

EXHIBIT A-1



0 70 140 280 420 560 Feet

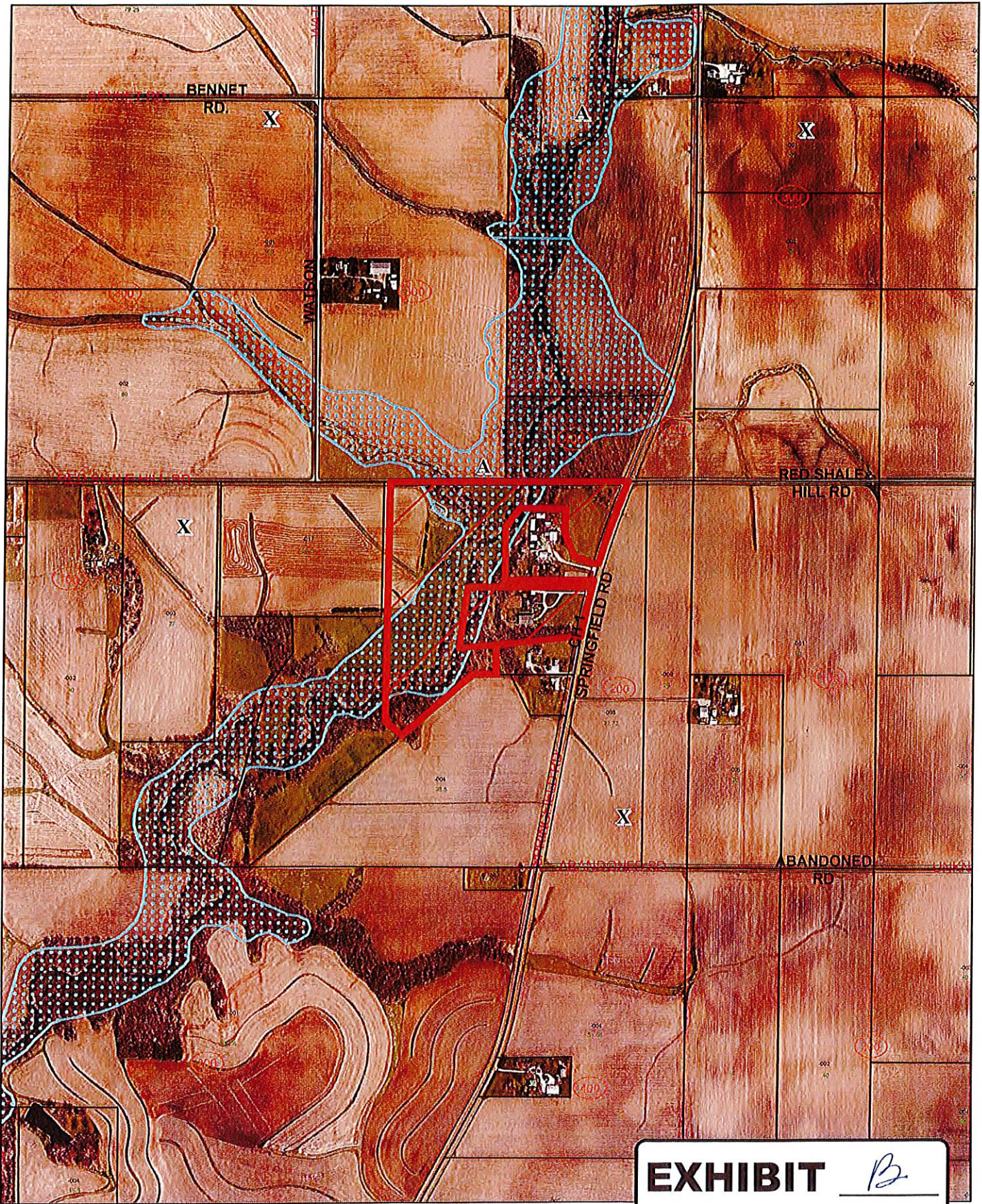
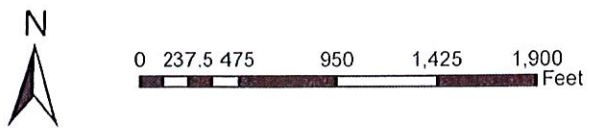


EXHIBIT B



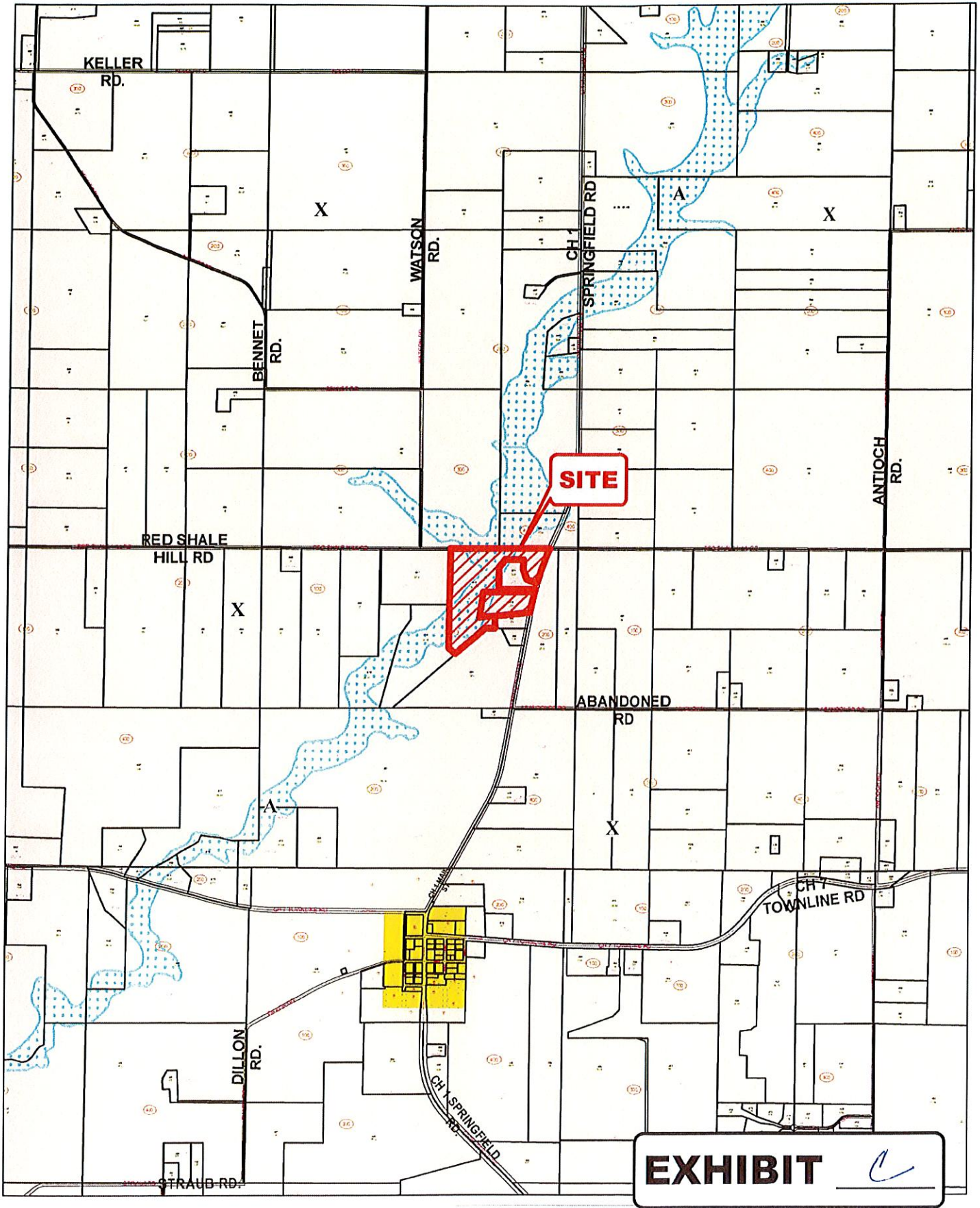


EXHIBIT *C*



0 550 1,100 2,200 3,300 4,400 Feet

Zoning District

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

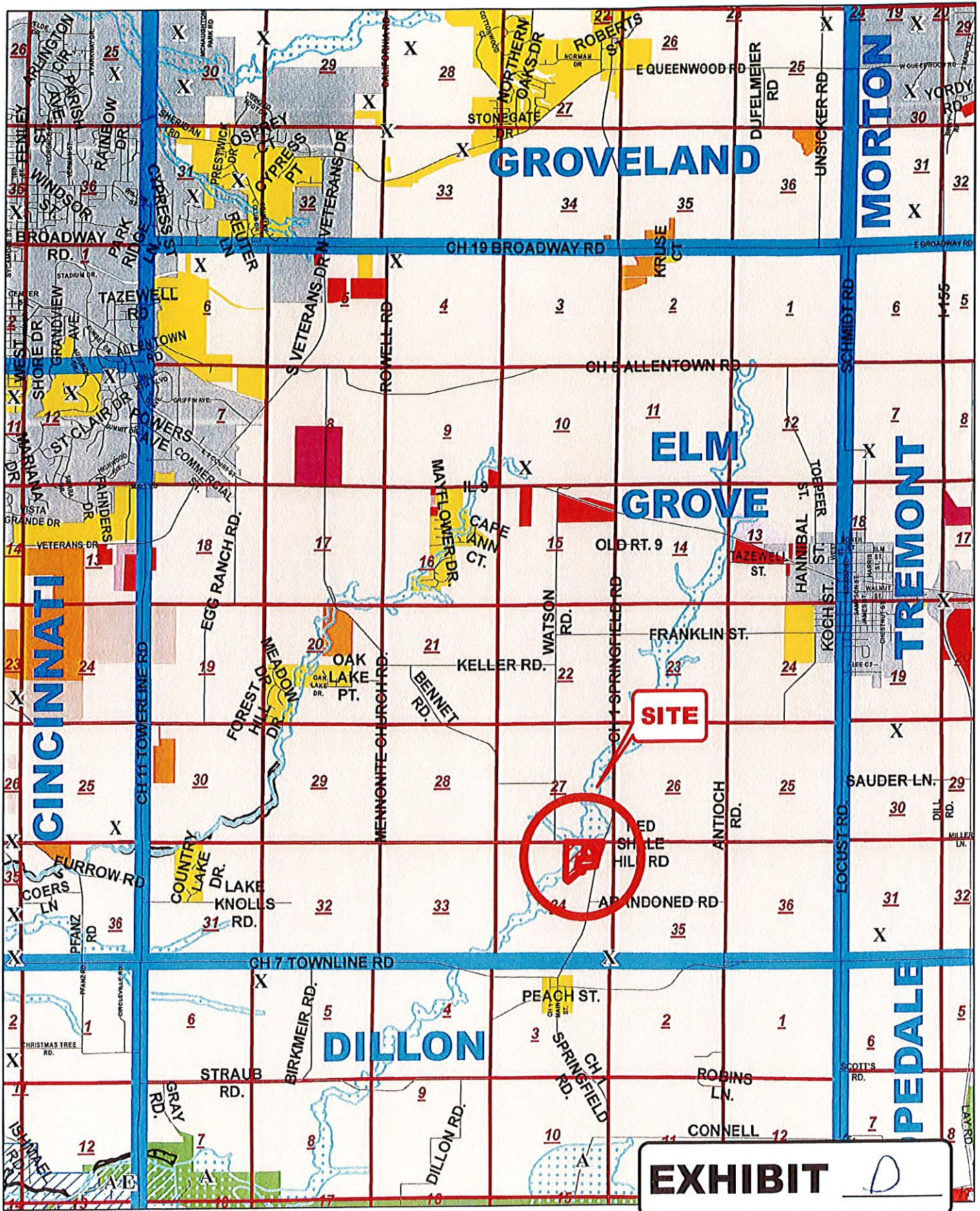
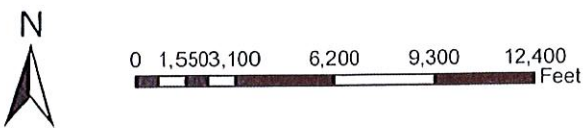


EXHIBIT D



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

COMMITTEE REPORT

P-24-06

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 Property committee recommends approval of an Intergovernmental Agreement with the City of Pekin for vacant lots; and

WHEREAS, the City of Pekin currently owns property located in the 300 block of Court Street in the City of Pekin (the "Vacant Lots"), more particularly described as follows:

Lots 7, 6, 5, and the East one and two-twelfths feet of Lot 4 in the Original Town, now City of Pekin, Tazewell County, Illinois.

PINs: 04-04-34-438-010; 04-04-34-438-011; 04-04-34-438-012; 04-04-34-438-013; and 04-04-34-438-014; and

WHEREAS, the County owns a parking lot located to the east of the building at 414 Court Street (PIN 04-04-34-440-007) and north of the alley (the "Tazewell Lot"); and

WHEREAS, the County has made the Tazewell Lot available for public parking and will install signage indicating that it is available for public use, and in 2023 the County repaved the City of Pekin's alley located south of the Tazewell Lot from 4th Street to 5th Street at a cost of \$25,843; and

WHEREAS, in 2023 Tazewell County submitted a proposal for the Vacant Lots with a willingness to pay up to \$25,000; and

WHEREAS, the City of Pekin desires to convey the Vacant Lots to the County for public use and development as administrative and judicial offices for the County and its operations through an intergovernmental agreement; and

WHEREAS, key provisions to the intergovernmental agreement include the following:

Tazewell County shall grant and allow the City easements for wastewater, storm water, and combined sewer system on the 300 block of Court Street and the vacated portion of Elizabeth Street.

Tazewell County shall allow a ten foot wide access easement across the westerly 150 feet of the alley in the 300 block of Court Street and take responsibility for paving and maintaining the easement.

Tazewell County agrees to provide the City with a plat of easement for any relocated sewer lines prior to commencing construction on the block.

The Vacant Lots are being provided in AS-IS condition, with no warranties expressed or implied.

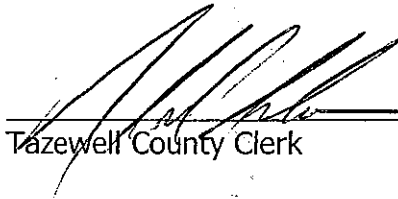
Recognizing the Tazewell County's repaving of the alley and One Dollar (\$1.00) as the consideration.

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

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 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

Intergovernmental Agreement

This Agreement made and entered into by and between the City of Pekin, an Illinois municipal corporation, hereinafter referred to as the “City,” and the County of Tazewell, Illinois, hereinafter referred to as the “County,” and who are collectively referred to herein as the “Parties.”

WHEREAS, the City, as a home-rule unit of local government, and the County, as a political subdivision organized and existing under the laws of the State of Illinois, are authorized and empowered by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. to enter into intergovernmental agreements for any purpose not prohibited by law; and

WHEREAS, the City and the County are authorized, pursuant to the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.), to transfer and receive, respectively, real estate for public purposes as may pertain to each public body; and

WHEREAS, the City currently owns property located in the 300 block of Court Street in the City of Pekin, Illinois, more particularly described as follows:

Lots 7, 6, 5, and the East one and two-twelfths feet of Lot 4 in the Original Town, now City of Pekin, Tazewell County, Illinois.

PINs: 04-04-34-438-010; 04-04-34-438-011; 04-04-34-438-012; 04-04-34-438-013; and 04-04-34-438-014

(the “Property”); and

WHEREAS, the County owns a parking lot (the “Tazewell Lot”) located to the east of the building at 414 Court Street (PIN 04-04-34-440-007) and north of the alley; and

WHEREAS, the County has made the Tazewell Lot available for public parking and will install signage indicating that it is available for public use, and in 2023 the County repaved the City’s alley located south of the Tazewell Lot from 4th Street to 5th Street at a cost of approximately \$25,000; and

WHEREAS, the City desires to convey the Property to the County for public use and development as administrative and judicial offices for the County and its operations; and

WHEREAS, on April 24, 2024, the County passed an ordinance accepting the transfer of the Property to the County pursuant to the terms described herein and the Local Government Property Transfer Act; and

WHEREAS, on April 8, 2024, the City passed an ordinance authorizing the conveyance of the Property by the City to the County upon such terms and conditions as may be agreed by the Mayor and the chair of the County Board; and

WHEREAS, the Parties have reached a mutual understanding of the terms, covenants, conditions, and restrictions associated with the transfer of the real estate from the City to the County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the County do hereby agree as follows:

Section 1. Recitals. The foregoing Recitals are full, true and correct and the Parties incorporate them into this Agreement.

Section 2. Transfer. The City will take all necessary and appropriate actions under the Local Government Property Transfer Act and the Pekin City Code to transfer to the County all of the City's right, title, and interest in and to the Property by delivering to the County a fully executed, recordable, quitclaim deed, subject to the Easement described in **Section 5** of this Agreement. In exchange for delivery of the aforementioned deed, the County shall, in addition to the cost of repaving the alley through the Tazewell Lot already incurred as set forth above, pay the City One Dollar (\$1.00) in consideration of the purchase of the Property. The City shall pay all costs associated with the transfer, including, but not limited to, the cost to record the deed and any transfer tax that may be due. The City shall satisfy any County or Municipal requirements to be met related to the Plat Act.

Section 3. Real Estate Taxes. The City shall pay any real property taxes due on the Property for tax year 2023, payable in 2024, when they come due. The County shall be solely responsible for any real estate taxes accruing as to the Property for tax year 2024, payable in 2025.

Section 4. Title to Property. The County desires to accept title to the Property without title insurance and hereby releases the City from any obligation to provide a title commitment for an owner's title insurance policy related to the Property and further releases the City for any defect in title.

Section 5. Easements.

- A. The City shall retain an easement across, over, through, and under the Property for the purpose of operating, maintaining, modifying, or repairing the City's wastewater, storm water, and combined sewer system.
- B. The County hereby grants the City an easement across, over, through, and under that part of Elizabeth Street between Capitol Street and Third Street previously vacated by the City by Ordinance No. 4265-23/24 passed by the City Council on February 26, 2024, and recorded in the office of the Tazewell County Clerk on March 13, 2024, as Document No. 202400002798 for the purpose of operating, maintaining, modifying, or repairing the City's wastewater, storm water, and combined sewer system.
- C. Upon vacation of the alley in the 300 block of Court Street between Capitol Street and Third Street, the County shall grant a 10 foot wide easement across the westerly 150 feet of said alley for purposes of allowing ingress and egress to the improvements

located at the Northwest corner of said 300 block. The County shall be responsible for paving and maintaining the easement described in this subsection.

- D. Prior to commencing construction of any improvements on the Property or in the 300 block of Court Street, the County shall submit a plat of easement for approval by the City depicting the location of all relocated sewer lines and related easements.

Section 6. AS-IS Condition. The County acknowledges that it has inspected the Property and that the County is acquainted with the condition thereof and accepts the same in AS-IS condition with NO WARRANTIES EXPRESSED OR IMPLIED.

Section 7. City Representations, Warranties and Covenants. The City represents and warrants to the County that, as of the date of this Agreement:

- A. To the best of its knowledge, the City owns fee simple title to the Property;
- B. The persons executing this Agreement on behalf of the City, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the City's obligations hereunder, have full authority to bind the City to such obligations and to so act on behalf of the City;
- C. To the best of its knowledge, there are no persons in possession of, or having a right to possession of, any part of the Property other than the City;
- D. The City has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and the performance of this Agreement;
- E. The City has not received any notices from any governmental authority with respect to the Property that have not been corrected.

Section 8. County Representations, Warranties and Covenants. The County represents and warrants to the City that, as of the date of this Agreement:

- A. The persons executing this Agreement on behalf of the County, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the County's obligations hereunder, have full authority to bind the County to such obligations and to so act on behalf of the County; and
- B. The County has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement.

Section 9. Binding Effect. This Agreement shall inure to the benefit of and shall bind the City, and its corporate authorities, officers, employees, agents, representatives, successors and

assigns, and shall also bind the County, its Board of Trustees and its members, as well as its employees, agents, representatives, officers, successors and assigns.

Section 10. Counterparts. For the convenience of the Parties, this Agreement may be executed in counterparts, and be deemed fully adopted by both the City, and the County when each body's governing board has signed one (1) counterpart of this Agreement. All counterparts shall be deemed originals for all purposes.

Section 11. Authority to Execute. The undersigned represent that they have the authority of their respective governing bodies to execute this Agreement.

Signatures on the following page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____ day of _____, 2024.

City of Pekin, an Illinois municipal corporation

By: Mary J. Surruss
Mayor

County of Tazewell, an Illinois body politic

By: Michael J. Hant
Chairman, County Board

ATTEST:

Sue V. McMillan
City Clerk

ATTEST:

[Signature]
County Clerk

Intergovernmental Agreement

This Agreement made and entered into by and between the City of Pekin, an Illinois municipal corporation, hereinafter referred to as the “City,” and the County of Tazewell, Illinois, hereinafter referred to as the “County,” and who are collectively referred to herein as the “Parties.”

WHEREAS, the City, as a home-rule unit of local government, and the County, as a political subdivision organized and existing under the laws of the State of Illinois, are authorized and empowered by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. to enter into intergovernmental agreements for any purpose not prohibited by law; and

WHEREAS, the City and the County are authorized, pursuant to the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.), to transfer and receive, respectively, real estate for public purposes as may pertain to each public body; and

WHEREAS, the City currently owns property located in the 300 block of Court Street in the City of Pekin, Illinois, more particularly described as follows:

Lots 7, 6, 5, and the East one and two-twelfths feet of Lot 4 in the Original Town, now City of Pekin, Tazewell County, Illinois.

PINs: 04-04-34-438-010; 04-04-34-438-011; 04-04-34-438-012; 04-04-34-438-013; and 04-04-34-438-014

(the “Property”); and

WHEREAS, the County owns a parking lot (the “Tazewell Lot”) located to the east of the building at 414 Court Street (PIN 04-04-34-440-007) and north of the alley; and

WHEREAS, the County has made the Tazewell Lot available for public parking and will install signage indicating that it is available for public use, and in 2023 the County repaved the City’s alley located south of the Tazewell Lot from 4th Street to 5th Street at a cost of approximately \$25,000; and

WHEREAS, the City desires to convey the Property to the County for public use and development as administrative and judicial offices for the County and its operations; and

WHEREAS, on _____, 2024, the County passed an ordinance accepting the transfer of the Property to the County pursuant to the terms described herein and the Local Government Property Transfer Act; and

WHEREAS, on _____, 2024, the City passed an ordinance authorizing the conveyance of the Property by the City to the County upon such terms and conditions as may be agreed by the Mayor and the chair of the County Board; and

WHEREAS, the Parties have reached a mutual understanding of the terms, covenants, conditions, and restrictions associated with the transfer of the real estate from the City to the County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the County do hereby agree as follows:

Section 1. Recitals. The foregoing Recitals are full, true and correct and the Parties incorporate them into this Agreement.

Section 2. Transfer. The City will take all necessary and appropriate actions under the Local Government Property Transfer Act and the Pekin City Code to transfer to the County all of the City's right, title, and interest in and to the Property by delivering to the County a fully executed, recordable, quitclaim deed, subject to the Easement described in **Section 5** of this Agreement. In exchange for delivery of the aforementioned deed, the County shall, in addition to the cost of repaving the alley through the Tazewell Lot already incurred as set forth above, pay the City One Dollar (\$1.00) in consideration of the purchase of the Property. The City shall pay all costs associated with the transfer, including, but not limited to, the cost to record the deed and any transfer tax that may be due. The City shall satisfy any County or Municipal requirements to be met related to the Plat Act.

Section 3. Real Estate Taxes. The City shall pay any real property taxes due on the Property for tax year 2023, payable in 2024, when they come due. The County shall be solely responsible for any real estate taxes accruing as to the Property for tax year 2024, payable in 2025.

Section 4. Title to Property. The County desires to accept title to the Property without title insurance and hereby releases the City from any obligation to provide a title commitment for an owner's title insurance policy related to the Property and further releases the City for any defect in title.

Section 5. Easements.

- A. The City shall retain an easement across, over, through, and under the Property for the purpose of operating, maintaining, modifying, or repairing the City's wastewater, storm water, and combined sewer system.
- B. The County hereby grants the City an easement across, over, through, and under that part of Elizabeth Street between Capitol Street and Third Street previously vacated by the City by Ordinance No. 4265-23/24 passed by the City Council on February 26, 2024, and recorded in the office of the Tazewell County Clerk on March 13, 2024, as Document No. 202400002798 for the purpose of operating, maintaining, modifying, or repairing the City's wastewater, storm water, and combined sewer system.
- C. Upon vacation of the alley in the 300 block of Court Street between Capitol Street and Third Street, the County shall grant a 10 foot wide easement across the westerly 150 feet of said alley for purposes of allowing ingress and egress to the improvements

located at the Northwest corner of said 300 block. The County shall be responsible for paving and maintaining the easement described in this subsection.

- D. Prior to commencing construction of any improvements on the Property or in the 300 block of Court Street, the County shall submit a plat of easement for approval by the City depicting the location of all relocated sewer lines and related easements.

Section 6. AS-IS Condition. The County acknowledges that it has inspected the Property and that the County is acquainted with the condition thereof and accepts the same in AS-IS condition with NO WARRANTIES EXPRESSED OR IMPLIED.

Section 7. City Representations, Warranties and Covenants. The City represents and warrants to the County that, as of the date of this Agreement:

- A. To the best of its knowledge, the City owns fee simple title to the Property;
- B. The persons executing this Agreement on behalf of the City, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the City's obligations hereunder, have full authority to bind the City to such obligations and to so act on behalf of the City;
- C. To the best of its knowledge, there are no persons in possession of, or having a right to possession of, any part of the Property other than the City;
- D. The City has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and the performance of this Agreement;
- E. The City has not received any notices from any governmental authority with respect to the Property that have not been corrected.

Section 8. County Representations, Warranties and Covenants. The County represents and warrants to the City that, as of the date of this Agreement:

- A. The persons executing this Agreement on behalf of the County, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the County's obligations hereunder, have full authority to bind the County to such obligations and to so act on behalf of the County; and
- B. The County has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement.

Section 9. Binding Effect. This Agreement shall inure to the benefit of and shall bind the City, and its corporate authorities, officers, employees, agents, representatives, successors and

assigns, and shall also bind the County, its Board of Trustees and its members, as well as its employees, agents, representatives, officers, successors and assigns.

Section 10. Counterparts. For the convenience of the Parties, this Agreement may be executed in counterparts, and be deemed fully adopted by both the City, and the County when each body's governing board has signed one (1) counterpart of this Agreement. All counterparts shall be deemed originals for all purposes.

Section 11. Authority to Execute. The undersigned represent that they have the authority of their respective governing bodies to execute this Agreement.

Signatures on the following page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 8th
day of April, 2024.

City of Pekin, an Illinois municipal
corporation

By: Mary J. Burress
Mayor

County of Tazewell, an Illinois body politic

By: Michael J. Harris
Chairman, County Board

ATTEST:

Sue M. McMillan
City Clerk

ATTEST:

[Signature]
County Clerk

Resolution No. 123-23/24 Approving an Intergovernmental Agreement with Tazewell County Regarding Sale of City-Owned Property at 320-328 Court Street

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City currently owns property located in the 300 block of Court Street in the City of Pekin, Illinois, more particularly described as follows:

Lots 7, 6, 5, and the East one and two-twelfths feet of Lot 4 in the Original Town, now City of Pekin, Tazewell County, Illinois.

PINs: 04-04-34-438-010; 04-04-34-438-011; 04-04-34-438-012; 04-04-34-438-013; and 04-04-34-438-014

(the "Transfer Property"); and

WHEREAS, the City Council of the City of Pekin has determined that the property is no longer suitable, necessary, or convenient for City purposes; and

WHEREAS, pursuant to the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.) and its home rule powers, the City has the authority to convey the Property to the County of Tazewell under such terms as may be agreed upon by the corporate authorities of the City and the County; and

WHEREAS, the City desires to sell the Transfer Property to the County for public use and development as administrative offices for the County and its operations; and

WHEREAS, the County has passed and approved, or intends to pass and approve, an ordinance declaring that it is necessary or convenient for it to accept the transfer of the Transfer Parcel from the City for County; and

WHEREAS, the City desires to transfer the Transfer Parcel to the County in accordance with the terms and conditions outlined in the Intergovernmental Agreement attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The foregoing findings and recitals are found to be true and correct and are incorporated herein.

Section 2. The City Council finds that the Transfer Parcel has become unnecessary, unsuitable, or inconvenient for City purposes and that the Transfer Parcel shall be conveyed to the County in accordance with the procedures provided in the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.) and Section 2-7-4 of the Pekin City Code.

Section 3. The City Council authorizes the sale of the Transfer Parcel to the County on the terms substantially similar to those set forth in the Intergovernmental Agreement attached hereto as **Exhibit A**, together with such changes as the Mayor, in her discretion, deems necessary and appropriate.

Section 4. The Mayor and the City Clerk are hereby authorized and directed to execute and attest the Intergovernmental Agreement attached hereto as **Exhibit A**, and are further authorized and directed to execute all such other documents as are necessary to complete the conveyance of the Transfer Parcel to the County, including, but not limited to, the deed and the closing statement.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

RESULT:	PASSED (6 TO 1)
MOVER:	1st Alternate Mayor Pro Tem John Abel
SECONDER:	Council Member Karen Hohimer
AYES:	1st Alternate Mayor Pro Tem Abel, Mayor Burress, Mayor Pro-Tem Nutter, Council Member Orrick, Council Member Hohimer, Council Member Onken
NAYS:	Council Member Hilst
ABSTAIN:	None
ABSENT:	None

ADOPTED AND APPROVED at a Regular meeting of the City Council of the City of Pekin this 8th day of April, 2024.

Mary J. Burress
Mayor

ATTEST:

Sue McMillan
City Clerk

COMMITTEE REPORT

P-24-06

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 Property committee recommends approval of an Intergovernmental Agreement with the City of Pekin for vacant lots; and

WHEREAS, the City of Pekin currently owns property located in the 300 block of Court Street in the City of Pekin (the "Vacant Lots"), more particularly described as follows:

Lots 7, 6, 5, and the East one and two-twelfths feet of Lot 4 in the Original Town, now City of Pekin, Tazewell County, Illinois.

PINs: 04-04-34-438-010; 04-04-34-438-011; 04-04-34-438-012; 04-04-34-438-013; and 04-04-34-438-014; and

WHEREAS, the County owns a parking lot located to the east of the building at 414 Court Street (PIN 04-04-34-440-007) and north of the alley (the "Tazewell Lot"); and

WHEREAS, the County has made the Tazewell Lot available for public parking and will install signage indicating that it is available for public use, and in 2023 the County repaved the City of Pekin's alley located south of the Tazewell Lot from 4th Street to 5th Street at a cost of \$25,843; and

WHEREAS, in 2023 Tazewell County submitted a proposal for the Vacant Lots with a willingness to pay up to \$25,000; and

WHEREAS, the City of Pekin desires to convey the Vacant Lots to the County for public use and development as administrative and judicial offices for the County and its operations through an intergovernmental agreement; and

WHEREAS, key provisions to the intergovernmental agreement include the following:

Tazewell County shall grant and allow the City easements for wastewater, storm water, and combined sewer system on the 300 block of Court Street and the vacated portion of Elizabeth Street.

Tazewell County shall allow a ten foot wide access easement across the westerly 150 feet of the alley in the 300 block of Court Street and take responsibility for paving and maintaining the easement.

Tazewell County agrees to provide the City with a plat of easement for any relocated sewer lines prior to commencing construction on the block.

The Vacant Lots are being provided in AS-IS condition, with no warranties expressed or implied.

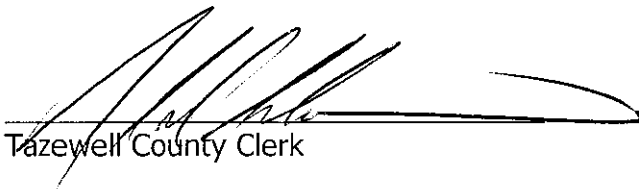
Recognizing the Tazewell County's repaving of the alley and One Dollar (\$1.00) as the consideration.

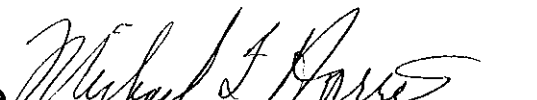
THEREFORE BE IT RESOLVED that the County Board approve this recommendation and authorizes the Board Chairman to sign the intergovernmental agreement.

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 24th DAY OF APRIL, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Intergovernmental Agreement

This Agreement made and entered into by and between the City of Pekin, an Illinois municipal corporation, hereinafter referred to as the “City,” and the County of Tazewell, Illinois, hereinafter referred to as the “County,” and who are collectively referred to herein as the “Parties.”

WHEREAS, the City, as a home-rule unit of local government, and the County, as a political subdivision organized and existing under the laws of the State of Illinois, are authorized and empowered by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. to enter into intergovernmental agreements for any purpose not prohibited by law; and

WHEREAS, the City and the County are authorized, pursuant to the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.), to transfer and receive, respectively, real estate for public purposes as may pertain to each public body; and

WHEREAS, the City currently owns property located in the 300 block of Court Street in the City of Pekin, Illinois, more particularly described as follows:

Lots 7, 6, 5, and the East one and two-twelfths feet of Lot 4 in the Original Town, now City of Pekin, Tazewell County, Illinois.

PINs: 04-04-34-438-010; 04-04-34-438-011; 04-04-34-438-012; 04-04-34-438-013; and 04-04-34-438-014

(the “Property”); and

WHEREAS, the County owns a parking lot (the “Tazewell Lot”) located to the east of the building at 414 Court Street (PIN 04-04-34-440-007) and north of the alley; and

WHEREAS, the County has made the Tazewell Lot available for public parking and will install signage indicating that it is available for public use, and in 2023 the County repaved the City’s alley located south of the Tazewell Lot from 4th Street to 5th Street at a cost of approximately \$25,000; and

WHEREAS, the City desires to convey the Property to the County for public use and development as administrative and judicial offices for the County and its operations; and

WHEREAS, on April 24, 2024, the County passed an ordinance accepting the transfer of the Property to the County pursuant to the terms described herein and the Local Government Property Transfer Act; and

WHEREAS, on April 8, 2024, the City passed an ordinance authorizing the conveyance of the Property by the City to the County upon such terms and conditions as may be agreed by the Mayor and the chair of the County Board; and

WHEREAS, the Parties have reached a mutual understanding of the terms, covenants, conditions, and restrictions associated with the transfer of the real estate from the City to the County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the County do hereby agree as follows:

Section 1. Recitals. The foregoing Recitals are full, true and correct and the Parties incorporate them into this Agreement.

Section 2. Transfer. The City will take all necessary and appropriate actions under the Local Government Property Transfer Act and the Pekin City Code to transfer to the County all of the City's right, title, and interest in and to the Property by delivering to the County a fully executed, recordable, quitclaim deed, subject to the Easement described in **Section 5** of this Agreement. In exchange for delivery of the aforementioned deed, the County shall, in addition to the cost of repaving the alley through the Tazewell Lot already incurred as set forth above, pay the City One Dollar (\$1.00) in consideration of the purchase of the Property. The City shall pay all costs associated with the transfer, including, but not limited to, the cost to record the deed and any transfer tax that may be due. The City shall satisfy any County or Municipal requirements to be met related to the Plat Act.

Section 3. Real Estate Taxes. The City shall pay any real property taxes due on the Property for tax year 2023, payable in 2024, when they come due. The County shall be solely responsible for any real estate taxes accruing as to the Property for tax year 2024, payable in 2025.

Section 4. Title to Property. The County desires to accept title to the Property without title insurance and hereby releases the City from any obligation to provide a title commitment for an owner's title insurance policy related to the Property and further releases the City for any defect in title.

Section 5. Easements.

- A. The City shall retain an easement across, over, through, and under the Property for the purpose of operating, maintaining, modifying, or repairing the City's wastewater, storm water, and combined sewer system.
- B. The County hereby grants the City an easement across, over, through, and under that part of Elizabeth Street between Capitol Street and Third Street previously vacated by the City by Ordinance No. 4265-23/24 passed by the City Council on February 26, 2024, and recorded in the office of the Tazewell County Clerk on March 13, 2024, as Document No. 202400002798 for the purpose of operating, maintaining, modifying, or repairing the City's wastewater, storm water, and combined sewer system.
- C. Upon vacation of the alley in the 300 block of Court Street between Capitol Street and Third Street, the County shall grant a 10 foot wide easement across the westerly 150 feet of said alley for purposes of allowing ingress and egress to the improvements

located at the Northwest corner of said 300 block. The County shall be responsible for paving and maintaining the easement described in this subsection.

- D. Prior to commencing construction of any improvements on the Property or in the 300 block of Court Street, the County shall submit a plat of easement for approval by the City depicting the location of all relocated sewer lines and related easements.

Section 6. AS-IS Condition. The County acknowledges that it has inspected the Property and that the County is acquainted with the condition thereof and accepts the same in AS-IS condition with NO WARRANTIES EXPRESSED OR IMPLIED.

Section 7. City Representations, Warranties and Covenants. The City represents and warrants to the County that, as of the date of this Agreement:

- A. To the best of its knowledge, the City owns fee simple title to the Property;
- B. The persons executing this Agreement on behalf of the City, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the City's obligations hereunder, have full authority to bind the City to such obligations and to so act on behalf of the City;
- C. To the best of its knowledge, there are no persons in possession of, or having a right to possession of, any part of the Property other than the City;
- D. The City has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and the performance of this Agreement;
- E. The City has not received any notices from any governmental authority with respect to the Property that have not been corrected.

Section 8. County Representations, Warranties and Covenants. The County represents and warrants to the City that, as of the date of this Agreement:

- A. The persons executing this Agreement on behalf of the County, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the County's obligations hereunder, have full authority to bind the County to such obligations and to so act on behalf of the County; and
- B. The County has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement.

Section 9. Binding Effect. This Agreement shall inure to the benefit of and shall bind the City, and its corporate authorities, officers, employees, agents, representatives, successors and

assigns, and shall also bind the County, its Board of Trustees and its members, as well as its employees, agents, representatives, officers, successors and assigns.

Section 10. Counterparts. For the convenience of the Parties, this Agreement may be executed in counterparts, and be deemed fully adopted by both the City, and the County when each body's governing board has signed one (1) counterpart of this Agreement. All counterparts shall be deemed originals for all purposes.

Section 11. Authority to Execute. The undersigned represent that they have the authority of their respective governing bodies to execute this Agreement.

Signatures on the following page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____ day of _____, 2024.

City of Pekin, an Illinois municipal corporation

By: Mary Burreas
Mayor

County of Tazewell, an Illinois body politic

By: Michael J. Hart
Chairman, County Board

ATTEST:

Sue V. McMillan
City Clerk

ATTEST:

[Signature]
County Clerk

Intergovernmental Agreement

This Agreement made and entered into by and between the City of Pekin, an Illinois municipal corporation, hereinafter referred to as the “**City**,” and the County of Tazewell, Illinois, hereinafter referred to as the “**County**,” and who are collectively referred to herein as the “**Parties**.”

WHEREAS, the City, as a home-rule unit of local government, and the County, as a political subdivision organized and existing under the laws of the State of Illinois, are authorized and empowered by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. to enter into intergovernmental agreements for any purpose not prohibited by law; and

WHEREAS, the City and the County are authorized, pursuant to the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.), to transfer and receive, respectively, real estate for public purposes as may pertain to each public body; and

WHEREAS, the City currently owns property located in the 300 block of Court Street in the City of Pekin, Illinois, more particularly described as follows:

Lots 7, 6, 5, and the East one and two-twelfths feet of Lot 4 in the Original Town, now City of Pekin, Tazewell County, Illinois.

PINs: 04-04-34-438-010; 04-04-34-438-011; 04-04-34-438-012; 04-04-34-438-013; and 04-04-34-438-014

(the “Property”); and

WHEREAS, the County owns a parking lot (the “Tazewell Lot”) located to the east of the building at 414 Court Street (PIN 04-04-34-440-007) and north of the alley; and

WHEREAS, the County has made the Tazewell Lot available for public parking and will install signage indicating that it is available for public use, and in 2023 the County repaved the City’s alley located south of the Tazewell Lot from 4th Street to 5th Street at a cost of approximately \$25,000; and

WHEREAS, the City desires to convey the Property to the County for public use and development as administrative and judicial offices for the County and its operations; and

WHEREAS, on _____, 2024, the County passed an ordinance accepting the transfer of the Property to the County pursuant to the terms described herein and the Local Government Property Transfer Act; and

WHEREAS, on _____, 2024, the City passed an ordinance authorizing the conveyance of the Property by the City to the County upon such terms and conditions as may be agreed by the Mayor and the chair of the County Board; and

WHEREAS, the Parties have reached a mutual understanding of the terms, covenants, conditions, and restrictions associated with the transfer of the real estate from the City to the County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the County do hereby agree as follows:

Section 1. Recitals. The foregoing Recitals are full, true and correct and the Parties incorporate them into this Agreement.

Section 2. Transfer. The City will take all necessary and appropriate actions under the Local Government Property Transfer Act and the Pekin City Code to transfer to the County all of the City's right, title, and interest in and to the Property by delivering to the County a fully executed, recordable, quitclaim deed, subject to the Easement described in **Section 5** of this Agreement. In exchange for delivery of the aforementioned deed, the County shall, in addition to the cost of repaving the alley through the Tazewell Lot already incurred as set forth above, pay the City One Dollar (\$1.00) in consideration of the purchase of the Property. The City shall pay all costs associated with the transfer, including, but not limited to, the cost to record the deed and any transfer tax that may be due. The City shall satisfy any County or Municipal requirements to be met related to the Plat Act.

Section 3. Real Estate Taxes. The City shall pay any real property taxes due on the Property for tax year 2023, payable in 2024, when they come due. The County shall be solely responsible for any real estate taxes accruing as to the Property for tax year 2024, payable in 2025.

Section 4. Title to Property. The County desires to accept title to the Property without title insurance and hereby releases the City from any obligation to provide a title commitment for an owner's title insurance policy related to the Property and further releases the City for any defect in title.

Section 5. Easements.

- A. The City shall retain an easement across, over, through, and under the Property for the purpose of operating, maintaining, modifying, or repairing the City's wastewater, storm water, and combined sewer system.
- B. The County hereby grants the City an easement across, over, through, and under that part of Elizabeth Street between Capitol Street and Third Street previously vacated by the City by Ordinance No. 4265-23/24 passed by the City Council on February 26, 2024, and recorded in the office of the Tazewell County Clerk on March 13, 2024, as Document No. 202400002798 for the purpose of operating, maintaining, modifying, or repairing the City's wastewater, storm water, and combined sewer system.
- C. Upon vacation of the alley in the 300 block of Court Street between Capitol Street and Third Street, the County shall grant a 10 foot wide easement across the westerly 150 feet of said alley for purposes of allowing ingress and egress to the improvements

located at the Northwest corner of said 300 block. The County shall be responsible for paving and maintaining the easement described in this subsection.

- D. Prior to commencing construction of any improvements on the Property or in the 300 block of Court Street, the County shall submit a plat of easement for approval by the City depicting the location of all relocated sewer lines and related easements.

Section 6. AS-IS Condition. The County acknowledges that it has inspected the Property and that the County is acquainted with the condition thereof and accepts the same in AS-IS condition with NO WARRANTIES EXPRESSED OR IMPLIED.

Section 7. City Representations, Warranties and Covenants. The City represents and warrants to the County that, as of the date of this Agreement:

- A. To the best of its knowledge, the City owns fee simple title to the Property;
- B. The persons executing this Agreement on behalf of the City, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the City's obligations hereunder, have full authority to bind the City to such obligations and to so act on behalf of the City;
- C. To the best of its knowledge, there are no persons in possession of, or having a right to possession of, any part of the Property other than the City;
- D. The City has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and the performance of this Agreement;
- E. The City has not received any notices from any governmental authority with respect to the Property that have not been corrected.

Section 8. County Representations, Warranties and Covenants. The County represents and warrants to the City that, as of the date of this Agreement:

- A. The persons executing this Agreement on behalf of the County, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the County's obligations hereunder, have full authority to bind the County to such obligations and to so act on behalf of the County; and
- B. The County has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement.

Section 9. Binding Effect. This Agreement shall inure to the benefit of and shall bind the City, and its corporate authorities, officers, employees, agents, representatives, successors and

assigns, and shall also bind the County, its Board of Trustees and its members, as well as its employees, agents, representatives, officers, successors and assigns.

Section 10. Counterparts. For the convenience of the Parties, this Agreement may be executed in counterparts, and be deemed fully adopted by both the City, and the County when each body's governing board has signed one (1) counterpart of this Agreement. All counterparts shall be deemed originals for all purposes.

Section 11. Authority to Execute. The undersigned represent that they have the authority of their respective governing bodies to execute this Agreement.

Signatures on the following page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 8th
day of April, 2024.

City of Pekin, an Illinois municipal
corporation

By: Mary J. Burress
Mayor

County of Tazewell, an Illinois body politic

By: Michael J. Harris
Chairman, County Board

ATTEST:

Sue M. McMillan
City Clerk

ATTEST:

[Signature]
County Clerk

Resolution No. 123-23/24 Approving an Intergovernmental Agreement with Tazewell County Regarding Sale of City-Owned Property at 320-328 Court Street

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City currently owns property located in the 300 block of Court Street in the City of Pekin, Illinois, more particularly described as follows:

Lots 7, 6, 5, and the East one and two-twelfths feet of Lot 4 in the Original Town, now City of Pekin, Tazewell County, Illinois.

PINs: 04-04-34-438-010; 04-04-34-438-011; 04-04-34-438-012; 04-04-34-438-013; and 04-04-34-438-014

(the "Transfer Property"); and

WHEREAS, the City Council of the City of Pekin has determined that the property is no longer suitable, necessary, or convenient for City purposes; and

WHEREAS, pursuant to the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.) and its home rule powers, the City has the authority to convey the Property to the County of Tazewell under such terms as may be agreed upon by the corporate authorities of the City and the County; and

WHEREAS, the City desires to sell the Transfer Property to the County for public use and development as administrative offices for the County and its operations; and

WHEREAS, the County has passed and approved, or intends to pass and approve, an ordinance declaring that it is necessary or convenient for it to accept the transfer of the Transfer Parcel from the City for County; and

WHEREAS, the City desires to transfer the Transfer Parcel to the County in accordance with the terms and conditions outlined in the Intergovernmental Agreement attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The foregoing findings and recitals are found to be true and correct and are incorporated herein.

Section 2. The City Council finds that the Transfer Parcel has become unnecessary, unsuitable, or inconvenient for City purposes and that the Transfer Parcel shall be conveyed to the County in accordance with the procedures provided in the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.) and Section 2-7-4 of the Pekin City Code.

Section 3. The City Council authorizes the sale of the Transfer Parcel to the County on the terms substantially similar to those set forth in the Intergovernmental Agreement attached hereto as **Exhibit A**, together with such changes as the Mayor, in her discretion, deems necessary and appropriate.

Section 4. The Mayor and the City Clerk are hereby authorized and directed to execute and attest the Intergovernmental Agreement attached hereto as **Exhibit A**, and are further authorized and directed to execute all such other documents as are necessary to complete the conveyance of the Transfer Parcel to the County, including, but not limited to, the deed and the closing statement.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

RESULT:	PASSED (6 TO 1)
MOVER:	1st Alternate Mayor Pro Tem John Abel
SECONDER:	Council Member Karen Hohimer
AYES:	1st Alternate Mayor Pro Tem Abel, Mayor Burress, Mayor Pro-Tem Nutter, Council Member Orrick, Council Member Hohimer, Council Member Onken
NAYS:	Council Member Hilst
ABSTAIN:	None
ABSENT:	None

ADOPTED AND APPROVED at a Regular meeting of the City Council of the City of Pekin this 8th day of April, 2024.

Mary Burress
Mayor

ATTEST:
Sue McMillan
City Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the bid for the epoxy floor installation in the Tazewell County Justice Center; and

WHEREAS, the following bids for Project #2024-P-07 were submitted for review: Tiles in Style, LLC and Premier Epoxy. Tiles in Style, LLC was deemed the best bid option at the lowest cost of \$129,786; and

WHEREAS, the flooring system will be installed in the B and C housing units; and

WHEREAS, the project was funded for in the 2024 Capital Improvement Plan.


WHEREAS, the County Administrator recommends approving the bid and is authorized to move forward with the project as submitted.

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

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

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Tazewell County

Project #2024-P-07

Epoxy Floor Installation - Tazewell County Justice Center

Bid Opening: 04/10/2024 - 2:00 pm

Bidder:	Tiles in Style LLC	Premier Epoxy	
Date/Time Received:	04/09/2024 - 9:30 am	04/10/2024 - 11:32 am	
Base Bid:	129,786.00	183,396.00	
Additional costs:			
Expected start date:	after 05/05/2024	7/1/2024	
Expected completion date:	25 - 30 days	7/12/2024	
Warranty:	1 year	5 year adhesion w/ normal wear	

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the bid to supply and install acoustical panels in the Tazewell County Justice Center; and

WHEREAS, the following bids for Project #2024-P-05 were submitted for review: Tiles in Style, Allied Construction Services, Mid-Illinois Companies Corp., and GIVSCO. Allied Construction Services was deemed the best bid option at the lowest cost of \$20,700 (Option 1); and

WHEREAS, the acoustical panels will be installed in the B and C housing units; and

WHEREAS, the project was funded for in the 2024 Capital Improvement Plan.

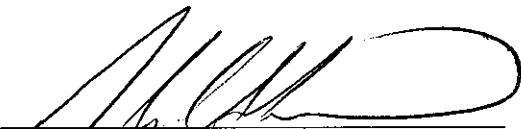
WHEREAS, the County Administrator recommends approving the bid and is authorized to move forward with the project as submitted.

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


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

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

Tazewell County
 Project #2024-P-05
 Supply & Install Acoustical Panels in
 Justice Center Housing Units
 Bid Opening: 4/10/24 @ 2:00 p.m.

Bidder:	Tiles in Style	Allied Construction Services	Mid-Illinois Companies Corp.	GIVSCO
Date/Time Received:	4/9/24 @ 9:30 a.m.	4/10/24 @ 1:45 p.m.	4/10/24 @ 1:50 p.m.	4/10/24 @ 1:56 p.m.
Option 1 - install panels on walls & chase doors:	26,000.00	20,700.00	36,200.00	36,900.00
Option 2 - install panels on walls only:	13,000.00	11,675.00	14,200.00	12,600.00
Option 3 - install panels on chase doors only:	18,000.00	14,140.00	25,400.00	24,300.00
Additional costs (please specify)				
Expected Start & Completion Date:	4-6 week lead time. Complete 40-45 days	4-6 week lead time for materials June 3, 2024 - June 6, 2024	10 working days after they receive materials	June 1, 2024 - June 22, 2024
Warranty Term:	std as per manufacturer	all 3 years	all 3 years per bid docs	all 1 year

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the bid to supply materials and labor to install architectural shingles on the pitched roof sections at 1800 Broadway, Pekin, Illinois; and

WHEREAS, the following bids for Project #2024-P-08 were submitted for review: Landmark Roofing, J&F Chiattello Construction, Inc., and Kreiling Roofing Company. Landmark Roofing, a higher priced vendor, was deemed the best bid option at a total project cost of \$55,410 (Option 1 – architectural shingle roofing system), since they are providing a better quality roofing system as provided in the bid specs; and

WHEREAS, the roofing system will be installed on the pitched roof sections on the Tazewell County Health Department building located at 1800 Broadway in Pekin, Illinois; and

WHEREAS, the project was funded for in the 2024 Capital Improvement Plan.

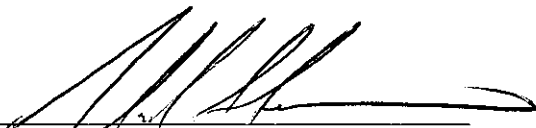
WHEREAS, the County Administrator recommends approving the bid and is authorized to move forward with the project as submitted.

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

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

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

Tazewell County

Project #2024-P-08

Supply Materials & Labor to Install Architectural Shingles - 1800 Broadway

Bid Opening: 04/10/2024 - 3:00 pm

Bidder:	Landmark Roofing	J&F Chiattello Construction Inc	Kreiling Roofing Company
Date/Time Received:	04/04/2024 - 2:30 pm	04/08/2024 - 10:45 am	04/10/2024 - 1:40 pm
Option 1 - architectural shingle roofing system as specified:	55,410.00	42,500.00	95,788.00
Additional Consideration(s):	includes coping cap	24 gauge coping cap - 6,200.00	
Total	55,410.00	48,700.00	95,788.00
Option 2 - metal architectural shingle roofing system as specified:	135,000.00	170,000.00	No Bid
Warranty Term:	30 year / 50 year	ltd lifetime/ltd lifetime/5 yr workmanship	30 year manufacture material

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the bid to supply materials and labor to paint interior walls at 1800 Broadway; and

WHEREAS, the following bids for Project #2024-P-09 were submitted for review: Tiles in Style, Tamara Abdelquadar – One Stop with T and J, LLC, and APlus Painters, Inc., Dragoo Painting, Inc., and GIVSCO. Tamara Abdelquadar – One Stop with T and J, LLC was deemed the best bid option at the lowest project cost of \$21,992.22; and

WHEREAS, the bid proposal will include materials and labor to paint the interior walls of the Tazewell County Health Department building located at 1800 Broadway in Pekin, Illinois; and

WHEREAS, the project was funded for in the 2024 Capital Improvement Plan.


WHEREAS, the County Administrator recommends approving the bid and is authorized to move forward with the project as submitted.

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

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

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Tazewell County

Project #2024-P-09
 Supply Materials & Labor to
 Paint Interior Walls - 1800
 Broadway

Bid Opening: 04/10/2024 -
 3:00

Bidder:	Tiles in Style	Tamara Abdelquadar - One Stop with T and J LLC	APlus Painters Inc
Date/Time Received:	04/09/2024 - 9:30 am	04/10/2024 - 9:02 am	04/10/2024 - 12:08 pm
Base Bid:	179,499.00	21,992.22	48,045.00
Optional Costs/Conserations:			
Warranty Term:	per manufacturer	3 year - peeling & chipping	2 year limited

Tazewell County

Project #2024-P-09
 Supply Materials & Labor to
 Paint Interior Walls - 1800
 Broadway

Bid Opening: 04/10/2024 -
 3:00

Bidder:	Dragoo Painting Inc	GIVSCO	
Date/Time Received:	04/10/2024 - 1:47pm	04/10/2024 - 1:56 pm	
Base Bid:	49,220.00	41,000.00	
Optional Costs/Considerations:			
Warranty Term:	one year	1 year	

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 planning and developing of the Operating Budget for Tazewell County for FY25; and

WHEREAS, the goal is to achieve a balanced Operating Budget for the General and Special Revenue Funds; and

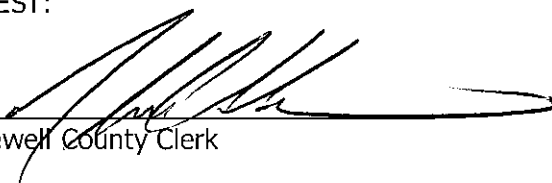
THEREFORE BE IT RESOLVED that the County Board set FY25 budget parameters and process as follows:

- Commodities and contractual expenses may increase up to the extent necessary based on increased inflationary costs
- Departments are to continue to recognize in their respective budgets costs associated with the operation of their department as feasible (i.e. cell phone reimbursement, etc.)
- Elected officials and department heads will have a meeting scheduled with county administration and a Finance Committee member appointed by the Finance Committee Chairman to discuss the budget request
- The County Administrator, Finance Committee, or Finance Committee member appointee may request additional information/supporting documentation for the need to increase costs
- A recommendation will be made by the County Administrator to the Finance Committee
- Special Revenue Funds are asked to submit operating budgets that consider the projected ending fund balance in relation to the County’s Fiscal Management Policy
- It is requested that the Property Committee revise the multi-year Capital Improvement Plan
- Departmental requests for any new capital expenditures greater than \$5,000 should be submitted using a Capital Expenditure – Budget Request Form
- Non-union employees will be considered for a general wage increase based upon the recommendation of the HR Committee

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

PASSED THIS 24TH DAY OF APRIL, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

F-24-13

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to approve a five-year agreement with Devnet, Inc. for the Computer Assisted Mass Appraisal (CAMA) System; and

WHEREAS, Tazewell County issued a Request for Proposal (RFP) for a Real Property CAMA System on January 3, 2024; and Devnet, Inc and Tyler Technologies were the only proposals submitted to the Tazewell County Finance Office by Wednesday, January 31, 2024; and

WHEREAS, the current CAMA System provider, Aumentum Technologies did not submit a bid, and the current pricing for Aumentum Technologies software and support is \$74,764 per year; and

WHEREAS, Devnet provided a \$4,000 per year cost reduction totaling \$20,000 over the contract term reducing the original proposal annual cost from \$37,625 for software and support to \$33,625 per year; and

WHEREAS, the additional Devnet, Inc proposed costs for third-party licensing in year one will be \$5,592.36 and then less in years two through five (see attached); and there will be an additional forthcoming one-time fee for converting our current property sketches to the required file format used by Devnet, Inc software; and

WHEREAS, in Tazewell County there are nine Township Assessor's Offices utilizing thirteen CAMA system user seats; and

WHEREAS, there will be township-related fees for the initial CAMA system training of \$1,750 per training session of which there will be three; and

WHEREAS, there will be license fees of \$755 per township office user seat in the first year, totaling \$9,815, and then \$260 per township office user seat for each of the remaining years of the contract, totaling \$3,380 annually; and there will be a CAMA Support fee of \$500 per Assessor's Office per year for years two through five of the contract, totaling \$4,500 annually; and

WHEREAS, the County bore the financial burden of all associated costs of the previous CAMA system; and the proposed cost of the Devnet, Inc. software and related costs is less than the annual cost of the previous system; and

WHEREAS, the cost to Tazewell County will be as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
County CAMA License, Support & Maintenance	33,625	33,625	33,625	33,625	33,625
County Third Party Licensing	5,592	3,369	3,449	3,532	3,615
Assessor's CAMA Training (\$1,750 * 3 sessions)	5,250	-	-	-	-
CAMA Support for 9 Assessor's Offices	-	4,500	4,500	4,500	4,500
License Fee for 13 Township Office User Seats	9,815	3,380	3,380	3,380	3,380
Sketch Conversion Paid to Proval & APEX	 	*	-	-	-
	54,282	* 44,874	44,954	45,037	45,120
5 Year Total					234,267 *

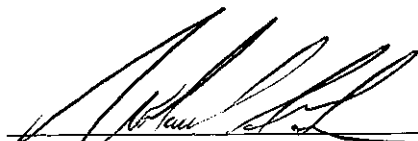
* missing costs for Sketch Conversion

THEREFORE BE IT RESOLVED that the County Board authorizes entering into an agreement with Devnet, Inc and authorizes the County Board Chairman to sign the agreement with these terms upon the drafting of the Contract.

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

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Mindy Darcy - CAMA Pricing

From: Scott LePenske <lepenske@devnetinc.com>
To: "mdarcy@tazewell-il.gov" <mdarcy@tazewell-il.gov>
Date: 3/26/2024 10:10 AM
Subject: CAMA Pricing
Attachments: Tazewell County CAMA RFP Pricing 2023.pdf; Tazewell County Revised Pricing March 2024.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Good morning Mindy,

Well I finally got my laptop back up and running after 2 weeks of being down. Man, what a pain.

We here at DEVNET feel that Tazewell County has always been an excellent client and value your business! As a follow up to our conversation last week, DEVNET has decided to reduce our CAMA software pricing by \$4,000.00 per year.

I have enclosed 2 attachments representing the "original" RFP Pricing and the "new revised" CAMA Software pricing.

Please feel free to reach out to me should you have any questions.

Thanks again.



SCOTT LEPENSKE
Vice President of Sales & Marketing
Work 815-899-6850 EX 1101
Mobile 331-228-1488
lepenske@devnetinc.com devnetinc.com



DEVNET

Tazewell County, Illinois
2024 “Re-vised CAMA RFP Pricing”
March 25, 2024

	Year1	Year2	Year3	Year4	Year5
DEVNETEdge®Pricing					
CAMA Software License, Support & Maintenance	\$33,625.00	\$33,625.00	\$33,625.00	\$33,625.00	\$33,625.00
Software Total	\$33,625.00	\$33,625.00	\$33,625.00	\$33,625.00	\$33,625.00
Support and Training Services					
Support & Training	Included	Included	Included	Included	Included
Services Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Third Party Licensing					
APEX Sketch License (5)	\$2,975.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00
LeadTool View Image License (5)	\$500.00				
Marshall & Swift RTU & RTI Licensing (Commercial Only 3,069) Either ICAS 2010 or 2019	\$2,117.36	\$2,194.09	\$2,273.88	\$2,356.75	\$2,439.61
3rd Party Cost Totals	\$5,592.36	\$3,369.09	\$3,448.88	\$3,531.75	\$3,614.61
Total Costs	\$39,217.36	\$36,994.09	\$37,073.88	\$37,156.75	\$37,239.61
Total Five Years	\$187,681.69				

ORIGINAL PROPOSAL INCLUDED IN BID DOCUMENT

Tazewell County, Illinois
 2023 RFP Pricing
 CAMA Pricing
 August 22, 2023

	Year1	Year 2	Year 3	Year4	Year 5
DEVNETEdge® Pricing					
CAMA Software License, Support & Maintenance	\$37,625.00	\$37,625.00	\$37,625.00	\$37,625.00	\$37,625.00
Software Total	\$37,625.00	\$37,625.00	\$37,625.00	\$37,625.00	\$37,625.00
Support and Training Services					
Support & Training	Included	Included	Included	Included	Included
Services Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Third Party Licensing					
APEX Sketch License (5)	\$2,975.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00
LeadTool View Image License (5)	\$500.00				
Marshall & Swift RTU & RTI Licensing (Commercial Only 3,069) Either ICAS 2010 or 2019	\$2,117.36	\$2,194.09	\$2,273.88	\$2,356.75	\$2,439.61
3rd Party Cost Totals	\$5,592.36	\$3,369.09	\$3,448.88	\$3,531.75	\$3,614.61
Total Costs	\$43,217.36	\$40,994.09	\$41,073.88	\$41,156.75	\$41,239.61
Total Five Years	\$207,681.69				

Fondulac Township					
<i>Third Party Licenses</i>					
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<i>(1) Apex Sketch License</i>	\$655.00	\$260.00	\$260.00	\$260.00	\$260.00
<i>(1) Lead Tools-View Image License</i>	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Training</i>	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Support</i>	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00
<i>2019 Cost Schedule</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Total	\$2,505.00	\$760.00	\$760.00	\$760.00	\$760.00

Washington Township					
<i>Third Party Licenses</i>					
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<i>(1) Apex Sketch License</i>	\$655.00	\$260.00	\$260.00	\$260.00	\$260.00
<i>(1) Lead Tools-View Image Licenses</i>	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Training</i>	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Support</i>	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00
<i>2019 Cost Schedule</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Total	\$2,505.00	\$760.00	\$760.00	\$760.00	\$760.00

Pekin Township					
<i>Third Party Licenses</i>					
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<i>(1) Apex Sketch License</i>	\$655.00	\$260.00	\$260.00	\$260.00	\$260.00
<i>(1) Lead Tools-View Image Licenses</i>	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Training</i>	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Support</i>	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00
<i>2019 Cost Schedule</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Total	\$2,505.00	\$760.00	\$760.00	\$760.00	\$760.00

Groveland Township					
<i>Third Party Licenses</i>					
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<i>(1) Apex Sketch License</i>	\$655.00	\$260.00	\$260.00	\$260.00	\$260.00
<i>(1) Lead Tools-View Image Licenses</i>	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Training</i>	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Support</i>	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00
<i>2019 Cost Schedule</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Total	\$2,505.00	\$760.00	\$760.00	\$760.00	\$760.00

Morton Township					
<i>Third Party Licenses</i>					
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<i>(1) Apex Sketch License</i>	<i>\$655.00</i>	<i>\$260.00</i>	<i>\$260.00</i>	<i>\$260.00</i>	<i>\$260.00</i>
<i>(1) Lead Tools-View Image License</i>	<i>\$100.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>CAMA Training</i>	<i>\$1,750.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>CAMA Support</i>	<i>\$0.00</i>	<i>\$500.00</i>	<i>\$500.00</i>	<i>\$500.00</i>	<i>\$500.00</i>
<i>2019 Cost Schedule</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Total	\$2,505.00	\$760.00	\$760.00	\$760.00	\$760.00

Deer Creek Township					
<i>Third Party Licenses</i>					
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<i>(1) Apex Sketch License</i>	<i>\$655.00</i>	<i>\$260.00</i>	<i>\$260.00</i>	<i>\$260.00</i>	<i>\$260.00</i>
<i>(1) Lead Tools-View Image License</i>	<i>\$100.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>CAMA Training</i>	<i>\$1,750.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>CAMA Support</i>	<i>\$0.00</i>	<i>\$500.00</i>	<i>\$500.00</i>	<i>\$500.00</i>	<i>\$500.00</i>
<i>2019 Cost Schedule</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Total	\$2,505.00	\$760.00	\$760.00	\$760.00	\$760.00

Spring Lake Township					
<i>Third Party Licenses</i>					
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<i>(1) Apex Sketch License</i>	\$655.00	\$260.00	\$260.00	\$260.00	\$260.00
<i>(1) Lead Tools-View Image License</i>	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Training</i>	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Support</i>	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00
<i>2019 Cost Schedule</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Total	\$2,505.00	\$760.00	\$760.00	\$760.00	\$760.00

Cincinnati Township					
<i>Third Party Licenses</i>					
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<i>(1) Apex Sketch License</i>	\$655.00	\$260.00	\$260.00	\$260.00	\$260.00
<i>(1) Lead Tools-View Image License</i>	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Training</i>	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Support</i>	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00
<i>2019 Cost Schedule</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Total	\$2,505.00	\$760.00	\$760.00	\$760.00	\$760.00

Elm Grove Township					
<i>Third Party Licenses</i>					
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<i>(1) Apex Sketch License</i>	\$655.00	\$260.00	\$260.00	\$260.00	\$260.00
<i>(1) Lead Tools-View Image License</i>	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Training</i>	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Support</i>	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00
<i>2019 Cost Schedule</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Total	\$2,505.00	\$760.00	\$760.00	\$760.00	\$760.00

Tremont Township					
<i>Third Party Licenses</i>					
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<i>(1) Apex Sketch License</i>	\$655.00	\$260.00	\$260.00	\$260.00	\$260.00
<i>(1) Lead Tools-View Image License</i>	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Training</i>	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Support</i>	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00
<i>2019 Cost Schedule</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Total	\$2,505.00	\$760.00	\$760.00	\$760.00	\$760.00

Mackinaw Township					
<i>Third Party Licenses</i>					
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<i>(1) Apex Sketch License</i>	\$655.00	\$260.00	\$260.00	\$260.00	\$260.00
<i>(1) Lead Tools-View Image License</i>	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Training</i>	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Support</i>	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00
<i>2019 Cost Schedule</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Total	\$2,505.00	\$760.00	\$760.00	\$760.00	\$760.00

(Multi West) Sand Prairie, Dillon, Malone, Delavan Multi - Townships					
<i>Third Party Licenses</i>					
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<i>(1) Apex Sketch License</i>	\$655.00	\$260.00	\$260.00	\$260.00	\$260.00
<i>(1) Lead Tools-View Image License</i>	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Training</i>	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>CAMA Support</i>	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00
<i>2019 Cost Schedule</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Total	\$2,505.00	\$760.00	\$760.00	\$760.00	\$760.00

(Multi East) Hopedale, Little Mackinaw, Boynton, Hittle - Multi-Townships					
<i>Third Party Licenses</i>					
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<i>(1) Apex Sketch License</i>	<i>\$655.00</i>	<i>\$260.00</i>	<i>\$260.00</i>	<i>\$260.00</i>	<i>\$260.00</i>
<i>(1) Lead Tools-View Image License</i>	<i>\$100.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>CAMA Training</i>	<i>\$1,750.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>CAMA Support</i>	<i>\$0.00</i>	<i>\$500.00</i>	<i>\$500.00</i>	<i>\$500.00</i>	<i>\$500.00</i>
<i>2019 Cost Schedule</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Total	\$2,505.00	\$760.00	\$760.00	\$760.00	\$760.00

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the State of Illinois signed into law the Rebuild Illinois capital initiative in 2019; and

WHEREAS, the General Assembly of the State of Illinois appropriated three billion dollars to the Illinois Department of Commerce and Economic Development(DCEO) for Capital Grants; and

WHEREAS, the General Assembly of the State of Illinois enacted appropriation from the DCEO capital grant in the amount \$5,000,000.00 for line item number 186-260 for Tazewell County, appropriation number 971-42085-4900-9721, for costs associated with street resurfacing and infrastructure improvements; and

WHEREAS, the County's Finance Committee recommends that the County Board approve the receipt of funds from the Illinois DCEO Uniform Application for State Grant Assistance.

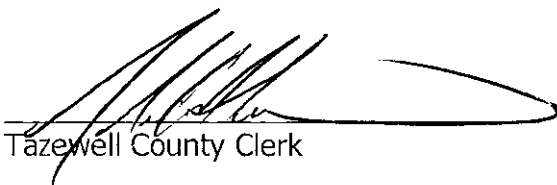
THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Board Chairman is hereby authorized and directed to execute an Agreement on behalf of Tazewell County and to furnish such additional information as may be required by the Illinois Department of Commerce and Economic Development in connection with the aforesaid application for said grant.

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

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
Tazewell County**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Tazewell County (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

TAZEWELL COUNTY

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: J. David Zimmerman

Printed Title: County Board Chairman

Email: dzimmerman@tazewell.com

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **02/01/2024** and expires on **01/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$5,000,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Variable Advance/Remainder based on cash needs/reimbursement (Not to Exceed 92% Advance)

The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758 and the CSFA Name is Site Improvements. If applicable, the State Award Identification Number (SAIN) is 1758-46275.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **C121C5LKZU91** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **376002171** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds

awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) Internal Revenue Code and Illinois Income Tax Act. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

**ARTICLE VI
BUDGET**

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and

must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. **Termination.**

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If

suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost

or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to the residents in Tazewell County.

Grant funds will be utilized all costs, including any that are prior incurred, associated with road improvements along Manito Road from Townline Road to the County line at East County Road 2600N in Manito, Illinois; and along Dee-Mack Road from US 150 to the Village of Mackinaw in Mackinaw, Illinois. Grants funds will be used for the removal and replacement of paved surface as the existing paved surface, is deteriorating beyond repair and pose roadway hazards for residents who travel these routes.

Specifically, Grant funds will include a portion of the costs associated with the project as follows:

- **Paving/Concrete/Masonry** – to include costs associated with the purchase and installation of bituminous materials, HMA binder course and surface coat, HMA surfacing, aggregated shoulders, material transfer device, and all other related appurtenances.
- **Excavation/Site Prep/Demo** – to include costs associated with the removal of existing paved surface, temporary ramp, sawcut ends, and all other related appurtenances.
- **Other Construction Expenses** – to include the purchase and construction costs for pavement markings, traffic control, equipment mobilization, and all other related appurtenances.
- **Contingency** –coverage of potential cost overruns in any of the other utilized Grant budget line-item categories.

The completion of this project will benefit the public by improving transportation safety for the traveling public.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 607 E. Adams St.
Springfield, IL 62701

GRANTEE CONTACT

Name: J. David Zimmerman
Title: County Board Chairman
Address: 11 South 4th
Pekin, IL 61554-4253

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Jazmine Brownfield
Title: Grant Manager
Address: 607 E. Adams St.
Springfield, IL 62701
Phone: 217-555-1234
TTY#: (800) 785-6055
Email: Jazmine.m.Brownfield@illinois.gov
Address:

GRANTEE CONTACT

Name: Paul Augspurger
Title: Assistant County Engineer
Address: 11 South 4th
Pekin, IL 61554-4253
Phone: 309-925-5532
TTY#: N/A
Email: paugspurger@tazewell-il.gov
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: Paul Augspurger
Authorized Designee Title: Assistant County Engineer
Authorized Designee Phone: 309-925-5532
Authorized Designee Email: paugspurger@tazewell-il.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: Daniel Parr
Authorized Designee Title: County Engineer
Authorized Designee Phone: 309-925-5532
Authorized Designee Email: dparr@tazewell-il.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: James Kanter
Email: james.f.kanter@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: 607 E. Adams St.
Springfield, IL 62701

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

The following condition resulting from the Programmatic Risk Assessment (PRA):

1. PRA Section:

1a. Conditions:

2. Reason Imposed:

3. Action Needed to Remove:

4. Timeframe:

5. Method for reconsideration:

Financial Stability:

Requires more detailed and more frequent programmatic reporting;

Medium or High Risk increases likelihood of non-compliance.

Entity must demonstrate ability to comply with requirements.

Agency re-examines annually.

Written Request.

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on Exhibit C. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in Exhibit C. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on Exhibit C or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on Exhibit C, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

25.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXVII ADDITIONAL BUDGET PROVISIONS

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

ARTICLE XXVIII ADDITIONAL REPRESENTATIONS AND WARRANTIES

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may

seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be

extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXI ADDITIONAL CONFLICT OF INTEREST PROVISIONS

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

31.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

ARTICLE XXXII ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

ARTICLE XXXIII APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Grantee Responsibility. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

33.2. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.6. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be

manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

33.7. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.8. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) Protection of Personal Information. The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in

all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXIV ADDITIONAL MISCELLANEOUS PROVISIONS

34.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXV ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. **Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies.** The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse

Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

April 2024

- Monthly Periodic Financial Report (04/01/2024) - Covering Period of 02/01/2024 - 02/29/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (04/01/2024) - Covering Period of 02/01/2024 - 02/29/2024; Send To: Grant Manager
- Monthly Periodic Financial Report (04/30/2024) - Covering Period of 03/01/2024 - 03/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (04/30/2024) - Covering Period of 03/01/2024 - 03/31/2024; Send To: Grant Manager

May 2024

- Monthly Periodic Financial Report (05/30/2024) - Covering Period of 04/01/2024 - 04/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (05/30/2024) - Covering Period of 04/01/2024 - 04/30/2024; Send To: Grant Manager

July 2024

- Monthly Periodic Financial Report (07/01/2024) - Covering Period of 05/01/2024 - 05/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (07/01/2024) - Covering Period of 05/01/2024 - 05/31/2024; Send To: Grant Manager
- Monthly Periodic Financial Report (07/30/2024) - Covering Period of 06/01/2024 - 06/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (07/30/2024) - Covering Period of 06/01/2024 - 06/30/2024; Send To: Grant Manager

August 2024

- Monthly Periodic Financial Report (08/30/2024) - Covering Period of 07/01/2024 - 07/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (08/30/2024) - Covering Period of 07/01/2024 - 07/31/2024; Send To: Grant Manager

September 2024

- Monthly Periodic Financial Report (09/30/2024) - Covering Period of 08/01/2024 - 08/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (09/30/2024) - Covering Period of 08/01/2024 - 08/31/2024; Send To: Grant Manager

October 2024

- Monthly Periodic Financial Report (10/30/2024) - Covering Period of 09/01/2024 - 09/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (10/30/2024) - Covering Period of 09/01/2024 - 09/30/2024; Send To: Grant Manager

December 2024

- Monthly Periodic Financial Report (12/02/2024) - Covering Period of 10/01/2024 - 10/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (12/02/2024) - Covering Period of 10/01/2024 - 10/31/2024; Send To: Grant Manager
- Monthly Periodic Financial Report (12/30/2024) - Covering Period of 11/01/2024 - 11/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (12/30/2024) - Covering Period of 11/01/2024 - 11/30/2024; Send To: Grant Manager

January 2025

- Monthly Periodic Financial Report (01/30/2025) - Covering Period of 12/01/2024 - 12/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (01/30/2025) - Covering Period of 12/01/2024 - 12/31/2024; Send To: Grant Manager

March 2025

- Monthly Periodic Financial Report (03/03/2025) - Covering Period of 01/01/2025 - 01/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (03/03/2025) - Covering Period of 01/01/2025 - 01/31/2025; Send To: Grant Manager
- Monthly Periodic Financial Report (03/31/2025) - Covering Period of 02/01/2025 - 02/28/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (03/31/2025) - Covering Period of 02/01/2025 - 02/28/2025; Send To: Grant Manager

April 2025

- Monthly Periodic Financial Report (04/30/2025) - Covering Period of 03/01/2025 - 03/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (04/30/2025) - Covering Period of 03/01/2025 - 03/31/2025; Send To: Grant Manager

May 2025

- Monthly Periodic Financial Report (05/30/2025) - Covering Period of 04/01/2025 - 04/30/2025; Send To: Grant Manager

- Monthly Periodic Performance Report (05/30/2025) - Covering Period of 04/01/2025 - 04/30/2025; Send To: Grant Manager

June 2025

- Monthly Periodic Financial Report (06/30/2025) - Covering Period of 05/01/2025 - 05/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (06/30/2025) - Covering Period of 05/01/2025 - 05/31/2025; Send To: Grant Manager

July 2025

- Monthly Periodic Financial Report (07/30/2025) - Covering Period of 06/01/2025 - 06/30/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (07/30/2025) - Covering Period of 06/01/2025 - 06/30/2025; Send To: Grant Manager

September 2025

- Monthly Periodic Financial Report (09/01/2025) - Covering Period of 07/01/2025 - 07/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (09/01/2025) - Covering Period of 07/01/2025 - 07/31/2025; Send To: Grant Manager
- Monthly Periodic Financial Report (09/30/2025) - Covering Period of 08/01/2025 - 08/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (09/30/2025) - Covering Period of 08/01/2025 - 08/31/2025; Send To: Grant Manager

October 2025

- Monthly Periodic Financial Report (10/30/2025) - Covering Period of 09/01/2025 - 09/30/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (10/30/2025) - Covering Period of 09/01/2025 - 09/30/2025; Send To: Grant Manager

December 2025

- Monthly Periodic Financial Report (12/01/2025) - Covering Period of 10/01/2025 - 10/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (12/01/2025) - Covering Period of 10/01/2025 - 10/31/2025; Send To: Grant Manager
- Monthly Periodic Financial Report (12/30/2025) - Covering Period of 11/01/2025 - 11/30/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (12/30/2025) - Covering Period of 11/01/2025 - 11/30/2025; Send To: Grant Manager

January 2026

- Monthly Periodic Financial Report (01/30/2026) - Covering Period of 12/01/2025 - 12/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (01/30/2026) - Covering Period of 12/01/2025 - 12/31/2025; Send To: Grant Manager

March 2026

- Monthly Periodic Financial Report (03/02/2026) - Covering Period of 01/01/2026 - 01/31/2026; Send To: Grant Manager
- Monthly Periodic Performance Report (03/02/2026) - Covering Period of 01/01/2026 - 01/31/2026; Send To: Grant Manager
- End of grant Closeout Financial Report (03/17/2026) - Covering Period of 02/01/2024 - 01/31/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (03/17/2026) - Covering Period of 02/01/2024 - 01/31/2026; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor’s Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

- 37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.
- 37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.
- 37.3. Projects Requiring External Sign-offs.

(1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____ Illinois State Historic Preservation Office	_____	_____
_____ Illinois Dept. of Agriculture	_____	_____
_____ Illinois Dept. of Natural Resources	_____	_____
_____ Illinois Environmental Protection Agency	_____	_____
<u> X </u> NONE APPLICABLE		

While any external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) **External Sign-Off Provisions:**

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor’s obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor’s Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor’s website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked

in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor's bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

ARTICLE XXXVIII BOND FUNDED GENERAL GRANT PROVISIONS

38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

State of Illinois

UNIFORM GRANT BUDGET TEMPLATE

Agency: Illinois Department of Commerce and Economic Opportunity	State FY: 2024
Grantee: Tazewell County	DUNS Number: 71430805
NOFO Number:	Grant Number: 22-203222
CSFA Description:	

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested \$5,000,000.00

Budget Expenditure Categories

- 1. Personnel (200.430)
- 2. Fringe Benefits (200.431)
- 3. Travel (200.474)
- 4. Equipment (200.439)
- 5. Supplies (200.94)
- 6. Contractual/Subawards (200.318 and .92)
- 7. Consultant (200.459)
- 8. Construction
 - 1219 PAVING/CONCRETE/MASONRY \$4,150,850.00
 - 1225 EXCAVATION/SITE PREP/DEMO \$490,000.00
 - 1233 OTHER CONSTRUCTION EXPENSES \$230,000.00
 - 1235 CONTINGENCY \$129,150.00
- 9. Occupancy (200.465)
- 10. Research and Development (200.87)
- 11. Telecommunications
- 12. Training and Education (200.472)
- 13. Direct Administrative Costs (200.413)
- 14. Miscellaneous Costs
- 15. Grant Exclusive Line Item(s)
- 16. Total Direct Costs (add lines 1-15)
- 17. Total Indirect Costs (200.414)

Rate: %

Base:

18. Total Costs State Grant Funds (Lines 16 and 17) \$5,000,000.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to change the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.
- 4) For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - complies with other statutory policies.
- 5) No reimbursement of indirect Cost is being requested. Rate: %

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base is:

Grantee:

NOFO Number:

Grant Number:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization:	<input type="text"/>	Institution/Organization:	<input type="text"/>
Signature:	<input type="text"/>	Signature:	<input type="text"/>
Printed Name:	<input type="text"/>	Printed Name:	<input type="text"/>
Title:	<input type="text"/>	Title:	<input type="text"/>
Phone:	<input type="text"/>	Phone:	<input type="text"/>
Date:	<input type="text"/>	Date:	<input type="text"/>

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

COMMITTEE REPORT

F-24-16

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 creation of Fund 357 Sheriff's DUI Fund for the Sheriff's Department; and

WHEREAS, the creation of Fund 357 is necessary to separate the Sheriff's Drug funds and the Sheriff's DUI funds to facilitate accurate reporting of revenues and expenditures and the tracking of approved expenditures of monies for each program; and

WHEREAS, the portion of the fund balance of Fund 353, Sheriff's Drug Fund, that represents the activities related to the Sheriff's DUI funds as of December 1, 2023 is \$42,000.33; and

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the creation of Fund 357 Sheriff's DUI Fund as of December 1, 2023 by transferring \$42,000.33 of fund balance from Fund 353 to Fund 357; and

THEREFORE BE IT RESOLVED that the County Board approve the creation of Fund 357 Sheriff's DUI Fund and the transfer of the associated funds.

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

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

HR-24-12

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 establish the four (4) year salary for the County Board Chairman for the term from December 1, 2024 through November 30, 2028; and

WHEREAS, State Statute requires the County Board to set the salaries for countywide elected officials a minimum of 180 days prior to the date each member is sworn into office; and

WHEREAS, the County's Alcohol Ordinance in Section 111.01 of the County Code states that the Chairperson of the County Board shall be the Local Liquor Control Commissioner and shall receive from the County the compensation set by the County Board; and

WHEREAS, it is recommended that the salary for each year be as follows starting on the dates listed:


	<u>Current</u>	<u>12/1/24</u>	<u>12/1/25</u>	<u>12/1/26</u>	<u>12/1/27</u>
Chairman Salary	\$31,346	\$32,287	\$33,255	\$34,253	\$35,281
Liquor Commissioner Salary	\$2,849	\$2,934	\$3,023	\$3,113	\$3,207
Increase over prior year		3%	3%	3%	3%

THEREFORE BE IT RESOLVED, by the County Board that the salary of the County Board Chairman and Liquor Commissioner for the upcoming four-year term is hereby set as provided above.

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

PASSED THIS 24TH DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

Countywide Elected Officials' Salaries - Comparison to other Counties

	County Board Chairman				Circuit Clerk*					
	2024	2025	2026	2027	2028	2024	2025	2026	2027	2028
Peoria	25,681	25,681	25,681	25,681	25,681	95,460	111,674	113,908	116,186	118,510
McLean	21,922					105,289				
Rock Island	24,400	24,400				91,800	96,022	101,500	103,000	104,500
Kendall	22,500					91,554				
Tazewell	31,346					103,819				
LaSalle	67,995					67,995				
Kankakee	63,500					79,900				
Macon	7,500					87,781				
DeKalb	10,000					104,900				
	Auditor*				Coroner*					
	2024	2025	2026	2027	2028	2024	2025	2026	2027	2028
Peoria	N/A	N/A	N/A	N/A	N/A	95,460	111,674	113,908	116,186	118,510
McLean	80,600					100,324				
Rock Island	91,800	96,022	101,500	103,000	104,500	91,800	96,022	101,500	103,000	104,500
Kendall	N/A	N/A	N/A	N/A	N/A	72,135				
Tazewell	59,182					84,847				
LaSalle	67,995					67,995				
Kankakee	69,900					79,900				
Macon	87,781					87,781				
DeKalb	N/A	N/A	N/A	N/A	N/A	72,300				

*The auditor, circuit clerk, and auditor also receive a separate stipend from the State in the amount of \$6,500.

Countywide Elected Officials' Salaries - Historical Increases

	2019	2020	2021	2022	2023	2024	2025	2026
FY23 - FY26 (County Clerk, Treasurer)					3%	3%	3%	3%
FY21 - FY24 (Auditor, Circuit Clerk, Coroner, Board Chairman)			0%	0%	1.30%	5.90%		
FY19 - FY22 (County Clerk, Treasurer, Sheriff)	0%	0%	1.30%	5.90%				
Liquor Commissioner (Board Chairman)	\$50	\$50	\$50	\$50	\$50	\$50		

COMMITTEE REPORT

HR-24-13

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 establish the four (4) year salary for the Circuit Clerk for the term from December 1, 2024 through November 30, 2028; and

WHEREAS, State Statute requires the County Board to set the salaries for countywide elected officials a minimum of 180 days prior to the date each member is sworn into office; and

WHEREAS, State Statute in 705 ILCS 105/27.3(d) provides that in addition to the compensation provided by the County Board, the State shall provide an annual stipend in the amount of \$6,500 to the Circuit Clerk, which shall not affect any other compensation provided by State Statute; and

WHEREAS, it is recommended that the salary for each year be as follows starting on the dates listed:

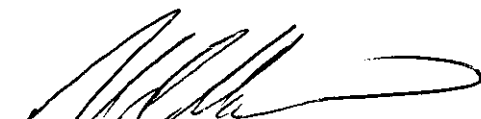
	<u>Current</u>	<u>12/1/24</u>	<u>12/1/25</u>	<u>12/1/26</u>	<u>12/1/27</u>
County Salary	\$103,819	\$106,933	\$110,141	\$113,446	\$116,849
Increase over prior year		3%	3%	3%	3%
State Stipend	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500

THEREFORE BE IT RESOLVED, by the County Board that the salary of the Circuit Clerk for the upcoming four-year term is hereby set as provided above.

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

PASSED THIS 24TH DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

HR-24-14

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 establish the four (4) year salary for the Coroner for the term from December 1, 2024 through November 30, 2028; and

WHEREAS, State Statute requires the County Board to set the salaries for countywide elected officials a minimum of 180 days prior to the date each member is sworn into office; and

WHEREAS, State Statute in 55 ILCS 5/4-6002(d) provides that in addition to the compensation provided by the County Board, the State shall provide an annual stipend in the amount of \$6,500 to the Coroner, which shall not affect any other compensation provided by State Statute; and

WHEREAS, it is recommended that the salary for each year be as follows starting on the dates listed:

	<u>Current</u>	<u>12/1/24</u>	<u>12/1/25</u>	<u>12/1/26</u>	<u>12/1/27</u>
County Salary	\$84,847	\$95,000	\$97,850 \$95,950	\$100,786 \$96,910	103,810 \$97,879
Increase over prior year		11.966%	3% 1%	3% 1%	3% 1%
State Stipend	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500

THEREFORE BE IT RESOLVED, by the County Board that the salary of the Coroner for the upcoming four-year term is hereby set as provided above.

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

PASSED THIS 24TH DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

HR-24-15

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 establish the four (4) year salary for the Auditor for the term from December 1, 2024 through November 30, 2028; and

WHEREAS, State Statute requires the County Board to set the salaries for countywide elected officials a minimum of 180 days prior to the date each member is sworn into office; and

WHEREAS, State Statute in 55 ILCS 5/4-6001(d) provides that in addition to the compensation provided by the County Board, the State shall provide an annual stipend in the amount of \$6,500 to the Auditor, which shall not affect any other compensation provided by State Statute; and

WHEREAS, it is recommended that the salary for each year be as follows starting on the dates listed:

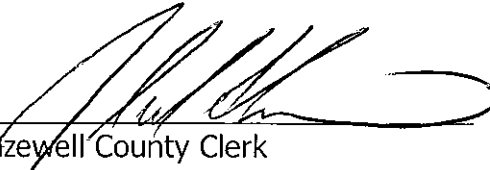
	<u>Current</u>	<u>12/1/24</u>	<u>12/1/25</u>	<u>12/1/26</u>	<u>12/1/27</u>
County Salary	\$59,182	\$60,958	\$62,787	\$64,670	\$66,610
Increase over prior year		3%	3%	3%	3%
State Stipend	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500

THEREFORE BE IT RESOLVED, by the County Board that the salary of the Auditor for the upcoming four-year term is hereby set as provided above.

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

PASSED THIS 24TH DAY OF APRIL, 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 attached Decommissioning Agreement for Dragon's Breath Solar, LLC; and

WHEREAS, the 5MW solar farm was approved by the County Board for Special Use on November 15th, 2023, to be located on approximately 35 acres to the North of Stringtown Rd approximately 3/10^{ths} of a mile West of the intersection of Bennett Rd. Minier, IL in Little Mackinaw 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 Chapters 156 and 157 of the Tazewell County Code; and

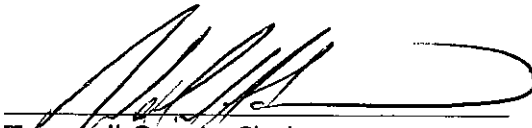
WHEREAS, the developer has not included the estimated salvage value, as to decrease the level of financial assurance and includes a 3% inflation rate.

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 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman



DECOMMISSIONING PLAN

DRAGON'S BREATH SOLAR
STRINGTOWN RD, MINIER, IL 61759

Prepared for:

Solar Provider Group

1050 King St W, Suite 03A104

Toronto, M6K 0C7

Contact: Audriana Burella

Prepared By:

Kimley»Horn

Kimley-Horn & Associates, Inc.

111 W Jackson Blvd., Suite 1320

Chicago, IL 60604

Contact: Dan Marshall

Prepared on: November 8th, 2023

Revised on: March 28th, 2024

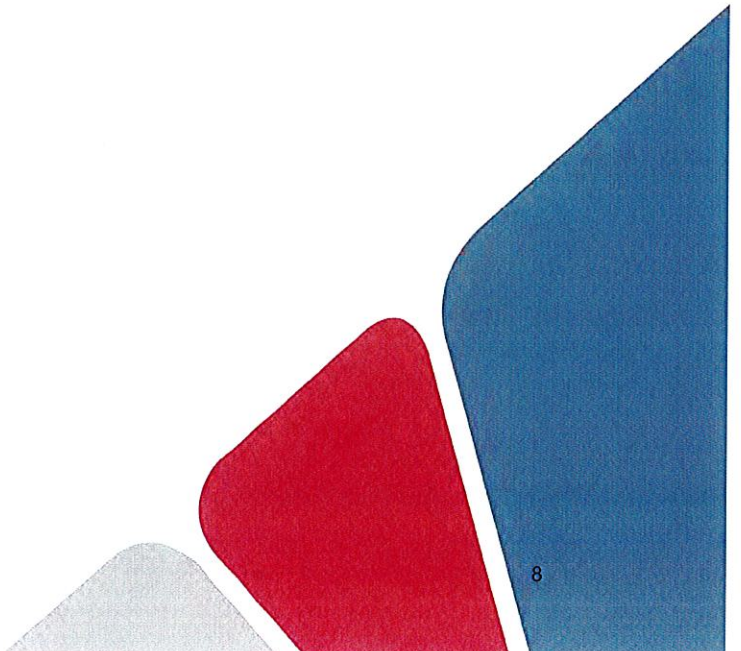


TABLE OF CONTENTS

<i>1.0 INTRODUCTION</i>	<i>1</i>
Background	1
<i>2.0 PROJECT COMPONENTS</i>	<i>2</i>
Solar Photovoltaic (PV) Equipment	2
Internal Power Collection System	2
Earthwork	2
Roads	2
Fencing	2
<i>3.0 PROJECT DECOMMISSION AND RECYCLING</i>	<i>3</i>
Decommission Preparation	3
Permits and Approvals	3
PV Equipment Removal and Recycling	3
Internal Power Collection System	3
Roads	4
Fencing	4
Landscaping	4
Site Restoration	4
<i>4.0 FUTURE LAND USE</i>	<i>4</i>
<i>5.0 PROJECT DECOMMISSION COSTS AND FINANCIAL ASSURANCE</i>	<i>5</i>

Exhibits

- A. Opinion of Probable Construction Cost without Salvage
- B. Decommissioning Site Plan

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1.0 INTRODUCTION

Background

Dragon's Breath Solar LLC (Applicant) is developing the Dragon's Breath Solar (Project), a commercial solar energy facility. The Project is located on approximately 31-acres of land that will be leased by the Applicant in Tazewell County, Illinois. The Project will be located north of Stringtown Rd, west of Bennett Rd, east of an agricultural field, and south of Illinois Route 122. The site is accessible off of Stringtown Rd and the approximate geographical coordinates of the Project are 40° 25' 43.25" N, 89° 22' 22.12" W. Refer to **Exhibit B: Decommissioning Site Plan** for general location and Project layout.

This Decommissioning Plan (Plan) is developed in compliance with Agricultural Impact Mitigation Agreement (AIMA) and the Tazewell County Zoning Ordinance, Chapter 156: Solar Energy Systems.

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 this 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 tracker steel pile foundations.

Internal Power Collection System

The PV-generated DC power will be collected from each of the 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 running along the north side of Stringtown 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 Stringtown Road. The site access will be constructed in accordance with County and/or Township requirements and the Final Civil Construction Plans. The on-site access road is anticipated to be gravel.

Fencing

The Project site will be fenced with an eight foot chainlink fence. An entry gate will be provided near the site access along Stringtown 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 during the decommissioning process. Temporary erosion and sedimentation control Best Management Practices (BMPs) should be implemented during the decommission phase of the Project.

Decommission Preparation

Prior to commencement of the decommission process, the contractor shall 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 a National Pollutant Discharge Elimination System (NPDES) Permit from the Illinois Environmental Protection Agency (IEPA) and a Stormwater Pollution Prevention Plan (SWPPP) will be required prior to decommissioning. The proposed development area of the site does not contain Waters of the United States, per the U.S. Environmental Protection Agency (EPA) GeoViewer. The site does contain Threatened or Endangered species; thus, federal approvals might be expected. Per the U.S. Fish and Wildlife Service (USFWS) Information, Planning and Conservation (IPaC), the following species may occur within the boundary of the project: Indiana Bat, Northern Long-eared Bat, Tricolored Bat, Whooping Crane, Monarch Butterfly, Decurrent False Aster, Eastern Prairie Fringed Orchid, and Lakeside Daisy. Appropriate 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 five feet at a minimum. If ground-screw foundations are used, they shall be removed and recycled. 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 transported utilizing the onsite equipment. 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. The underground cable shall be removed to a minimum depth of five feet, per the Tazewell County Zoning Ordinance, Chapter 156: Solar Energy Systems. 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.

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. See **Exhibit A: 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. The estimated costs of decommissioning are to be revaluated every four years by a third party professional engineer for economic relevance.

EXHIBIT A

Opinion of Probable Construction Cost Without Salvage

Dragon's Breath Solar**Tazewell County****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.

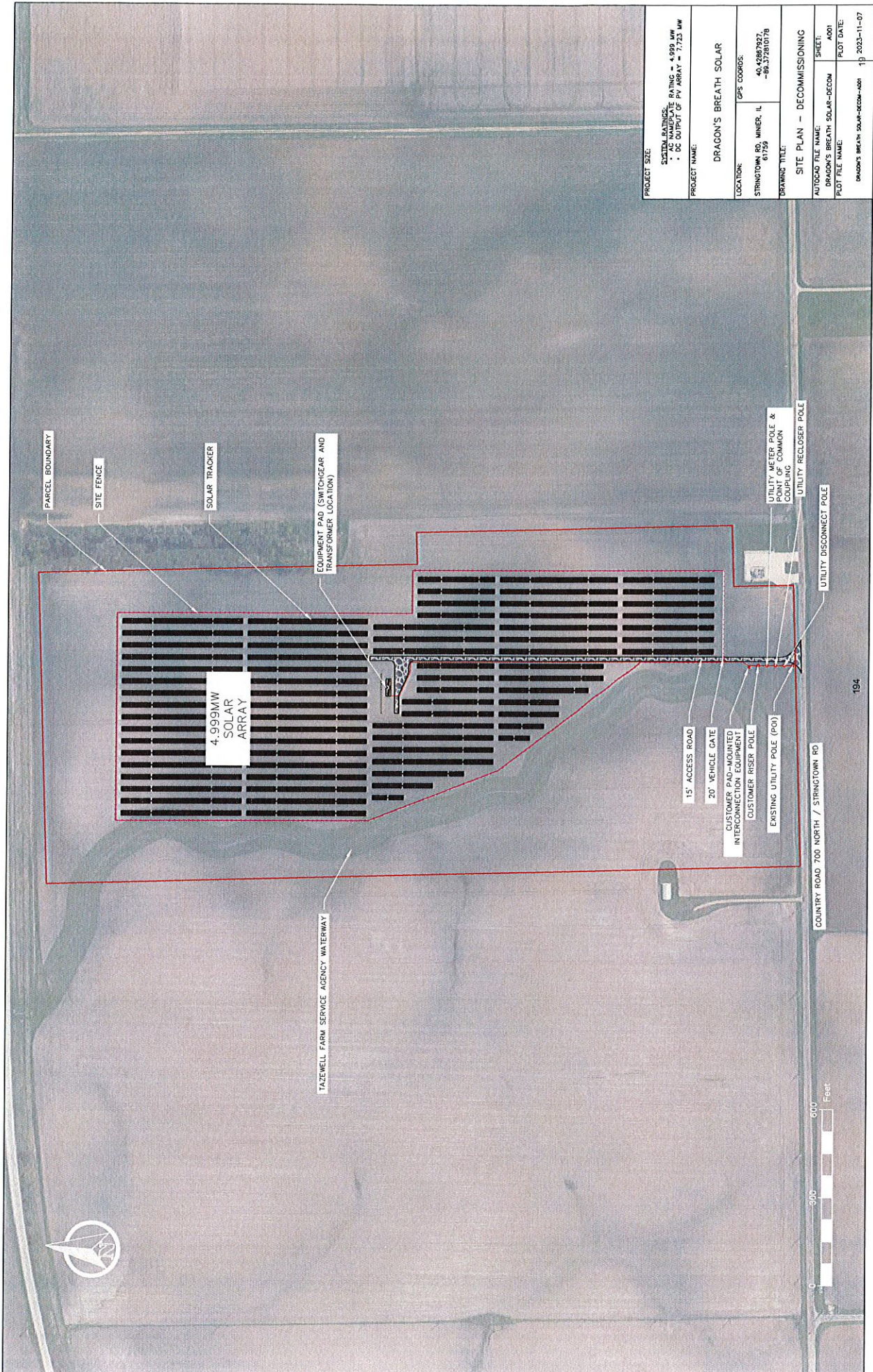
Item	Quantity	Unit	Unit Price	Total Price
Mobilization	1	LS		\$12,830.00
Contractor's G&A	1	LS		\$2,190.00
SWPPP, Erosion Control Measures	31	AC	\$670.00	\$20,770.00
Seeding	2	AC	\$2,483.56	\$4,967.12
Removal gravel access road, tilling 18" topsoil/scarifying access road and rough grading existing soil	1	AC	\$17,237.94	\$17,237.94
Remove Chainlink Fence, 8' High	5,505	LF	\$5.61	\$30,883.05
Remove Power Pole	4	EA	\$1,064.68	\$4,258.72
Remove AC Cables	1,342	LF	\$4.74	\$6,361.08
Remove DC Cables	45,866	LF	\$0.67	\$30,730.22
Backfill AC and DC trenches	20,515	LF	\$0.96	\$19,694.40
Remove Inverters	2	EA	\$4,291.88	\$8,583.76
Remove Photovoltaic Modules	13,468	EA	\$6.10	\$82,154.80
Remove Piles	1,178	EA	\$13.08	\$15,408.24
Remove Support Assemblies	385,809	LB	\$0.04	\$15,432.36
			Subtotal:	\$271,501.69
			25-Year Inflation (3%/year):	\$296,962.56
			Total:	\$568,464.25

Notes:

- Quantities were recorded on 10/26/2023 from the CAD Site Layout received from Solar Provider Group on 10/26/2023.
- Equipment rental rates and labor productivity and unit rates were derived from RSMeans Online (Heavy Construction, 2023 data).
- Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for Peoria, IL.
- PV Module Removal/Recycle labor and equipment costs are computed at present values.
- The age at decommissioning of this estimate is 25 years.
- This estimate assumes 52 modules/tracker for half length trackers, 78 modules/tracker for two-thirds length trackers, and 104 modules/tracker for full length trackers.
- This estimate assumes pile spacing of approximately 25 feet for each tracker.
- This estimate assumes 77,162 LB of support assemblies per 1 MW output.

EXHIBIT B

Decommissioning Site Plan



PROJECT SIZE:	SYSTEM RATING: 4.999 MW DC CAPACITY OF PV ARRAY = 7,723 kW
PROJECT NAME:	DRAGON'S BREATH SOLAR
LOCATION:	GPS COORDS: STRINGTOWN RD, MINER, IL 40.0582927 -89.3728178
DRAWING TITLE:	SITE PLAN - DECOMMISSIONING
AUTOCAD FILE NAME:	SHEET:
PLOT FILE NAME:	DRAGON'S BREATH SOLAR-DECOM A001
	PLOT DATE:
	DRAGON'S BREATH SOLAR-DECOM-001 13 2023-11-07

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County’s Executive Committee recommends to the County Board to approve the attached amendments to the County Board Rules of Order in Chapter 33: County Board of the County Code_which includes the following:

§ 33.07 (F) Frequent absences states: Any member who shall have frequent absences without reasonable cause may, at the discretion of the Board Chairman and Committee Chairman, be removed from the Committee. ~~Frequent absences are hereby defined as three consecutive unexcused absences or a total of six absences within a 12 month period.~~

§ 33.12 (A) (6) Reimbursement requests for mileage, per diem or miscellaneous expense 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.~~ Any board member waiting beyond the 60-day period shall forfeit all rights to such reimbursement.

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

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

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

CHAPTER 33: COUNTY BOARD

Section

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

§ 33.01 PREAMBLE.

(A) The members of the County Board express their expectations and intent that all Board members follow a high standard of ethical behavior in exercising their duties, responsibilities, and judgment as Board members.

(B) All members of the County Board shall:

(1) Handle county affairs with a deep sense of responsibility, upholding the spirit as well as the letter of the law and constitution;

(2) Faithfully perform all duties as Board members by studying Board issues and by attending all sessions of the Board and assigned committees, unless prevented from so doing by a compelling reason;

(3) Avoid participation in any action which would result in a conflict of personal interest with county responsibility;

(4) Refrain from obtaining improper personal benefit with regard to public funds, equipment, property, or the services of employees;

(5) Respect the confidentiality of privileged information; and

(6) Refrain from accepting gifts, favors, or promises of future benefit which could tend to impair independence of judgment or action as a Board member.

(C) The above preamble and the following rules shall govern the County Board.

(Prior Code, 1 TCC 4-1) (Ord. E-18-22, passed 2-25-2018)

§ 33.02 ORGANIZATION AND OFFICERS.

(A) Initial meeting. In years of County Board elections the initial meeting of the County Board shall be the first Monday in December. The Board Chairman shall call the meeting to order and preside.

(B) General powers of Chairman. The Chairman shall:

(1) Be responsible for administering the Board Office, including the supervision of staff and assignment of work;

(2) Preside at all meetings of the Board and the Executive Committee;

(3) Conduct the business of the Board meetings in the order prescribed in these rules with all necessary general powers including, but not limited to: recognize members entitled to the floor; to state and to put to a vote all questions which are regularly moved and seconded or which necessarily arise in the course of the proceedings; to announce the results thereof; to protect the Board from all frivolous or dilatory actions; to decide all questions of order, subject to an appeal to the Board, in case of disturbances, breach of decorum, or disorderly conduct; to take action pursuant to § 33.06(M); and to assist in expediting the business of the Board;

(4) Have all the powers necessary to perform all other duties prescribed by law or by action of the Board; and

(5) Vote only when the vote of the Board results in a tie.

(C) Appointment and duties of Vice Chairman of the Board and standing committees.

(1) Vice Chairman. The Vice Chairman of the Board shall be nominated by the Chairman and subject to the approval of the full Board. The Vice Chairman must be a member of the Board and shall be a member of the Executive Committee and may also serve as Chairman of any committee or subcommittee.

(2) In case of the temporary absence of the Chairman or at the request of the Chairman, the Vice Chairman shall assume the duties and responsibilities of the Chairman on an interim basis, during which time the Vice Chairman shall have all of the powers and duties of the Chairman, including the authority to execute and sign on behalf of the county all ordinances, resolutions, intergovernmental agreements, contracts, and any other legal instruments approved by the County Board, unless otherwise provided by law. In case of

the absence of the Chairman and the Vice Chairman at any meeting of the Board, the next available Board Member on the "Order of Next" shall have those powers listed above. The "Order of Next", a document to be created by the County Board Chair, is a list of those Board Members who shall succeed in the absence of the Chair and Vice Chair of the full Board and each County Board Committee.

(3) Standing committee. The Chairman of the Board shall appoint the Chairman, Vice Chairman, and members of all standing committees not later than the initial December Board meeting in each year in which Board elections are held.

(4) Vacancies. In case of a vacancy on the Board, the person named to fill the vacancy may also fill any vacancies on standing or special committees except that such person shall not be designated as Chairman or Vice Chairman thereof. When a vacancy has been created on a committee of the Board, the Chairman of the Board shall have the authority to fill that vacancy. The Vice Chairman of the Committee shall serve as interim Chairman until such appointment is made.

(D) Clerk of the Board. The County Clerk or a deputy selected by the County Clerk shall be the Clerk of the Board. The Clerk shall be the keeper of the records and the minutes of the Board and shall be in attendance at all meetings of the Board.

(E) Minutes of closed meetings. Minutes of any closed meeting held pursuant to the Open Meetings Act, 5 ILCS 120/1.01 et seq. shall be made available to the members of the body which conducted such meetings at the next meeting of that body for approval. Upon approval of closed session County Board minutes, all distributed copies shall be returned to the County Clerk. Upon approval of closed session committee minutes, all distributed copies shall be returned to the Secretary of the Committee. The minutes shall be kept in a secure location and a copy shall be submitted to the State's Attorney. The State's Attorney shall preserve the copy in a secure location. Such minutes shall be reviewed at least semi-annually by the Board for continued need for confidentiality in accordance with the Illinois Open Meetings Act.

(F) Parliamentarian. The Board Chairman shall designate a member as Parliamentarian subject to the approval of the full Board. Upon request of the Chairman or a member of the Board, the Parliamentarian shall render advice or an opinion on questions of parliamentary law and procedure applicable to the members arising before the Board. The rules or parliamentary procedures as set forth in the latest published edition of Roberts Rules of Order, Revised shall govern the procedure of the Board in all cases applicable and to the extent not inconsistent with these rules.

(G) Appointments of officers and or members to various boards, councils, commissions, special authorities, special districts, and other agencies shall be made by nomination by the Chairman and approval of the Board unless otherwise provided by law.

(H) Procedure for filling vacancies in elective county offices. When a vacancy in any county elective office occurs, the procedure for filling such vacancy shall be as follows, to the extent consistent with any laws (10 ILCS 5/25-11) (Note: Circuit Clerk vacancy is filled by Circuit Judges, 10 ILCS 5/25- 10).

(1) When such vacancy occurs, the Chairman shall give notice of the vacancy to the County Central Committee of each political party within the county within three days of the occurrence.

(2) The Chairman shall provide notice of the appointment of a successor to the members of the Board seven days prior to an Executive Committee meeting.

(3) The appointee must meet all the qualifications for holding the public office and must provide evidence of membership in the same political party as the person who the appointee proposes to succeed.

(4) At a regular Board meeting within 60 days of the vacancy occurring, the appointment shall appear on the agenda and is subject to the approval of the Board.

(Prior Code, 1 TCC 4-2) (Ord. E-18-22, passed 2-25-2018; Res. E-23-90, passed 5-31-2023; Res. E-23-131, passed 10-25-2023)

§ 33.03 BOARD STAFF.

(A) The County Board may be served by Board staff as authorized by the County Board.

(B) All work shall be assigned to the staff by the Board Chairman or the County Administrator. Any Board member requiring services from the Board staff shall make such request through the Board Chairman or the County Administrator.

(Prior Code, 1 TCC 4-3) (Ord. E-18-22, passed 2-25-2018)

§ 33.04 COUNTY BOARD MEETINGS.

(A) Regular meetings. Regular meetings of the full Board shall be held in the county board room on the last Wednesday of each month convening at 6:00 p.m., except when other meeting dates/times are designated. A monthly schedule of meetings shall be made available to all members and other interested persons. All meetings of the Board and its committees shall be open to the public, except for limited purposes as specified by law.

(B) Special meetings. Special meetings of the Board shall be held when requested by the Chairman or at least one-third of the members of the Board. The requests shall be in writing, addressed to the Clerk, and specify the time, place, and the nature of matters to be considered. Except in the event of a meeting being held for a bona fide emergency as provided in the Open Meetings Act, the requests shall be submitted by 4:30 p.m. at least five days before the meeting date. The Clerk shall immediately notify, in writing, each member and the County Administrator of the time and place of such meeting and shall also cause notice of such meeting to be published in a newspaper published in the county.

(C) Agenda preparation. The Chairman shall prepare, or cause to be prepared, an agenda for each regular meeting, listing the order of business in as much detail as is practical, and shall file the agenda with the County Clerk. The agenda shall include a "consent agenda"

which shall include all matters that are to come before the Board that in the opinion of the Chairman will be of a routine nature.

(D) Reports and communications. Any committee Chairman or any elected or appointed county official who desires to present any report or communication to the Board shall deliver a copy of same to the Chairman by the sixth calendar day prior to the Board meeting. Failure to comply with this rule will not prohibit a report or communication from being considered by the Board. A Committee Chairman would not be precluded from scheduling an in-place meeting during a County Board meeting when approved by the County Board Chairman and proper notice will be provided as required by the Open Meetings Act.

(E) Agenda notification.

(1) At least three business days before each regular meeting, the County Administrator, or designee, shall send to each member, by email or other electronic method, the following documents:

- (a) Agenda for the next meeting;
- (b) Minutes of the previous meeting;
- (c) Resolutions, ordinances, and written reports to come before the Board at next meeting, which has been filed with the Board office; and
- (d) All other material that in the opinion of the Chairman will be of interest to Members.

(2) The County Administrator, or the County Administrator's designee, shall provide for public notice, including as required by the Illinois Open Meetings Act (5 ILCS 120/1 et seq.).

(F) Resolution of congratulations or bereavement. Any Board member who desires to have the Board adopt a resolution of congratulations or bereavement, recognition to an individual, group achievement, and/or community special event shall forward the resolution (or the information to be included in the resolution) to the Chairman's office six business days prior to the Board meeting (or as soon as possible for a bereavement). In lieu of a formal resolution of congratulations, a Board member may move that the Board Chairman prepare a letter of congratulations in recognition of an individual, group achievement, and/or community special event. The Chairman shall include all such letters on the consent agenda of the next regularly scheduled Board meeting.

(G) Items for final action by the Board. Ordinances, resolutions (except those covered by division (F) above), and other agenda items requiring final action by the Board must be reported out of a standing committee to the Board to be placed in the agenda for a final vote. A copy of the motion to be presented to the Board shall be given to the Chairman and the State's Attorney (unless prepared by the State's Attorney) at least six calendar days prior to the Board meeting at which it is to be considered. Any motion made that does not comply with this provision may only be considered by suspension of the rules. Matters

which are frequently adopted by the Board in the same form except as to certain detail, such as highway resolutions, need not be so timely with the Chairman, or furnished to the State's Attorney.

(Prior Code, 1 TCC 4-4) (Ord. E-18-22, passed 2-25-2018; Res. E-23-90, passed 5-31-2023; Res. E-23-131, passed 10-25-2023)

§ 33.05 ORDER OF BUSINESS.

The order of business before the Board and each County Board committee shall be as follows, unless otherwise determined by action of the Board:

- (A) Roll call;
- (B) Invocation and pledge of allegiance;
- (C) Approval of minutes;
- (D) Communications from members of the public and county employees;
- (E) Communications from elected and appointed county officials;
- (F) Consent agenda;
- (G) Appointments;
- (H) Unfinished business;
- (I) New business;
- (J) Review of bills;
- (K) Approval of calendar of meetings for succeeding month; and
- (L) Recess.

(Prior Code, 1 TCC 4-5) (Ord. E-18-22, passed 2-25-2018)

§ 33.06 PROCEDURE AT BOARD MEETINGS.

(A) Quorum. A majority of the members of the Board, exclusive of the Chairman, shall constitute a quorum.

(B) General voting. Unless otherwise expressly provided, any actions taken by the Board or any committee shall only require the affirmative vote of the majority of the members present and voting.

(C) Roll call vote.

(1) A roll call vote of the Board shall be taken by a "yes" or "no", "abstain" (with reason), or "present" vote on the following matters:

- (a) All contracts relating to the sale or leasing of county property;
- (b) Appropriation and tax levy ordinances;
- (c) All expenditures of county funds;
- (d) Any other matter required by law; and

(e) Upon any other matters, when announced by the Chairman or requested by two members, providing such request is made before another item of business has been taken by the Board.

(2) On a roll call vote the Clerk shall call the names of the members of the Board in alphabetical order, with the first names called for each roll call being the second name called in the previous roll call. The Chairman shall only vote when the vote of the Board results in a tie.

(3) A member who has voted on a roll call vote shall not be allowed to change that vote on the matter under consideration after the tally is announced. A member not voting when called upon by the Clerk will be presumed absent and will not be allowed to cast a vote on the matter under consideration.

(D) Recognition.

(1) Every member previous to speaking or making a motion shall first be recognized by the Chairman.

(2) When two or more members request recognition at the same time, the Chairman shall recognize the member who is to speak first.

(3) No person shall speak more than twice nor more than five minutes on the same matter without permission from the Chairman.

(E) Motion to adjourn or recess. A motion to adjourn or recess shall always be in order and shall be decided without debate.

(F) Reconsideration. An action may be reconsidered at any time during the meeting or at the next meeting held thereafter. A motion to reconsider shall be made and seconded by members of the Board who voted on the prevailing side of the question to be reconsidered.

(G) Second required. No motion shall be debated or put to a vote unless it is seconded. It shall then be stated by the Chairman before debate or vote and every motion shall be reduced to writing when requested by the Chairman or any member.

(H) Appearance by non-members.

(1) Any member may request that a county officer or employee, or other persons, be permitted to appear before the Board on matters of county business, and such request shall

be granted by the Chairman unless there is objection by any member, in which event Board action will be required to overrule the Chairman.

(2) Members of the public who wish to address the Board must provide the Chairman with written notice of their intent to speak prior to the meeting being called to order. The pre-printed written notice shall request the name and address of the speaker, as well as a short statement indicating the speaker's topic. Members of the public are not, however, required to provide their address as a precondition to addressing the Board. Such appearance with regard to any particular topic shall be limited to a time not to exceed five minutes for each individual, unless revised by the Chairman, and 30 minutes total. The Chairman may reduce the time allotted per individual when it is expected that the aggregate time would exceed 30 minutes. The Chairman may act to prevent repetition or digression, to maintain decorum and to exclude discussion of matters which have had a previous public hearing conducted according to law, discussion of matters where public comment would interfere with the due process of law or discussion of matters which would be in direct conflict with restrictions placed upon the Board by other applicable law.

(I) Request for legal opinions. Formal requests to the State's Attorney on questions of law shall be submitted in writing by a standing committee, the County Administrator, department heads, or by the Chairman of the Board. The Chairman and Vice Chairman of the Board and members of the Executive Committee shall receive copies of formal written requests for legal opinions. Said copies shall also be included in materials distributed to members of the Board as provided in § 33.04(E) prior to the next meeting of the Board unless such request originated after said materials have been distributed, in which case such copies shall be distributed at the beginning of the meeting. Any member of the Board desiring an advisory opinion on a matter within the jurisdiction of a standing committee shall submit such request to the appropriate standing committee. If unsuccessful before a standing committee, a member may then take such request in the form of a motion at any meeting of the Board which shall be granted upon approval by a majority of the members of the Board.

(J) Suspension of rules. Any of these rules may be temporarily suspended by action of a two-thirds majority of members present and voting on the Board. Immediately upon the termination of the business arising out of the event for which the rules were suspended, these rules shall again be in effect without vote of the Board.

(K) Consent agenda. All matters on the consent agenda that are not removed will be voted on by voice vote. An item shall be removed from the consent agenda upon the oral request of any member of the Board made prior to the vote. Any matter taken off of the consent agenda shall be considered at the time of the standing committee report to which it pertains.

(L) Closed meeting or session. Any closed meeting or closed session held by the Board shall be held in accordance with the provisions of the Illinois Open Meetings Act. Neither the news media nor the general public shall be allowed to record the proceedings of any said closed meeting or closed session.

(M) Decorum. During the proceedings of the County Board decorum shall be maintained at all times by members, interested parties, the public, and the media. The Chairman shall be authorized to take appropriate action to maintain said decorum.

(N) Contracts. No contract shall be approved by the Board unless all Board members have been given the opportunity to obtain a copy of the contract not less than 24 hours before the Board meeting unless the Board finds the contract at issue to be of the essence.

(Prior Code, 1 TCC 4-6) (Ord. E-18-22, passed 2-25-2018; Res. E-23-131, passed 10-25-2023)

§ 33.07 COMMITTEES' NUMBER, DESIGNATION, AND MEMBERSHIP.

(A) The standing committees.

(1) Standing committees are:

(a) The Executive Committee, which consists of the Board Chairman, Vice Chairman of the Board, and the Chairman of the other standing committees, as well as any other Board member designated by the Chairman. The Chairman of the Board shall have the same voting rights as designated in § 33.02(B); and

(b) The Finance Committee, Human Resources Committee, Transportation Committee, Health Services Committee, Property Committee, Land Use and Development Committee, the Executive Committee, and Risk Management Policy Committee. All standing committees may have up to 11 members exclusive of the Board Chairman unless otherwise required by these rules.

(2) Each Board member shall serve on two or more standing committees.

(3) The Chairman of the Board shall be an ex officio member of all standing committees and subcommittees. The Board Chairman shall have the same voting rights as provided in § 33.02(B).

(4) The Committee Chairman shall have the same voting rights as any member of the Committee.

(B) Quorum. A majority of the members of a committee, subcommittee, or ad hoc committee shall constitute a quorum. The Board Chairman's attendance at a committee meeting (but not a subcommittee meeting) shall be counted when determining if a quorum is present; however, such attendance shall not increase the number of members constituting a quorum.

(C) Recording of votes. Roll call votes shall be required in committees as in § 33.06(C). Whenever a roll call vote is not taken, any member may have their own vote recorded in the minutes by so requesting at the time the vote is taken.

(D) Alternate members and attendance of members at committee meetings other than those to which they are assigned.

(1) An alternate member may be appointed to each standing committee by the Chairman of the Board and such alternative shall attend meetings of such committee if required to constitute a quorum and shall have all the privileges and duties of a regular member while so serving.

(2) Board members may attend and have access to minutes resulting from any open or closed meetings or sessions of committees of which they are not members. At the discretion of the Committee Chairman, during the meeting, the Board member may participate in the meeting but without voting privilege or payment of per diem, mileage, or expenses.

(3) Any closed meeting or closed session held by any committee of the County Board shall be held in accordance with the provisions of the Illinois Open Meeting Act. Neither the news media nor the general public shall be allowed to record the closed session.

(4) Decorum during the proceedings of all committee meetings shall be maintained at all times by members, interested parties, the public, and the media. The Committee Chairman shall be authorized to take appropriate action to maintain said decorum.

(E) Subcommittees of standing committees.

(1) Subcommittees of the Executive Committee. The standing subcommittees of the Executive Committee are: Rules Subcommittee, Collective Bargaining Subcommittee, Legal Services Subcommittee, Legislative Subcommittee, and Ethics Commission Subcommittee appointed by the Chairman. In addition, the Chairman may create and appoint up to six members to such subcommittees and advisory groups deemed necessary from time to time to more efficiently accomplish the business of the committee. Membership of any subcommittee of the Executive Committee shall consist of Board members but shall not be restricted to members of the Executive Committee. Membership of any advisory group shall not be restricted to Board Members. Except as otherwise provided by statute or ordinance, such subcommittee shall report to the Executive Committee.

(2) Subcommittees of other standing committees. The Chairman of any standing committee may create such subcommittee of his committee as may be necessary from time to time to more efficiently accomplish the business of such standing committee. The Board Chairman shall be an ex officio member of any such subcommittee with the same voting rights as provided in § 33.02(B). Appointment to such subcommittee shall be made by the committee Chairman and shall be restricted to members of the standing committee. Except as otherwise provided, such subcommittees shall report to their standing committee.

(F) Frequent absences. Any member who shall have frequent absences without reasonable cause may, at the discretion of the Board Chairman and Committee Chairman, be removed from the Committee. ~~Frequent absences are hereby defined as three consecutive unexcused absences or a total of six absences within a 12-month period.~~

(Prior Code, 1 TCC 4-7) (Ord. E-18-22, passed 2-25-2018; Res. E-23-131, passed 10-25-2023)

§ 33.08 COMMITTEES' GENERAL FUNCTIONS AND RESPONSIBILITIES.

The general function and responsibilities of each committee are:

(A) With the aid of the Board Chairman, County Administrator, State's Attorney, Auditor, Treasurer and Executive Committee, to keep informed concerning appropriations and the budget for activities under the purview of the committee and to help keep expenditures within the budget;

(B) To have the Secretary of the Committee keep written minutes and to report regularly to the Board the substance of all meetings, with the Secretary of the Committee assigned as follows:

(1) For Land Use Committee, along with any subcommittees and ad-hoc committees of the Land Use Committee, the secretary shall be one member of the Community Development Department staff;

(2) For Transportation Committee, along with any subcommittees and ad-hoc committees of the Transportation Committee, the secretary shall be one member of the Highway Department staff;

(3) For Health Services Committee, along with any subcommittees and ad-hoc committees of the Health Committee, the secretary shall be one member of the Health Department; and

(4) For all other standing committees, subcommittees and ad-hoc committees, the secretary shall be the County Board Office Secretary.

(5) All committee secretaries will be sworn in and deputized by the Tazewell County Clerk to take minutes with his/her authority. Only deputized individuals will be authorized to take committee, subcommittee, and ad-hoc committee minutes. If the individual assigned above is not available to take the assigned minutes, the other deputized employees or any employee of the County Clerk's office is authorized to take minutes in their place.

(C) To have the secretary of the committee maintain all records and minutes of the committee. The secretary shall send by email, or other electronic means, drafted minutes of open meetings to the members of the Board and to the County Administrator. Once minutes of open meetings are approved by the committee, the secretary shall provide the County Clerk with a copy of the approved minutes and a copy of the documents included with the agenda within 15 business days of the approval of the minutes. The County Clerk shall keep those minutes and agenda documents in a searchable database accessible through the internet, with the files being viewable within 30 days upon receipt. In the event that the most recent meeting date of a subcommittee or an ad-hoc committee exceeds one year, the standing committee shall approve the minutes;

(D) To submit to the County Board for consideration all policies and procedures as recommended by the committee;

(E) To act on all matters referred to by the committee by the Chairman of the Board or by the Board itself, in addition to duties otherwise prescribed; and

(F) To keep informed with regard to activities of any department which is under its general supervision or for which it serves as liaison with the Board in instances where such activities are concerned with another committee.

(Prior Code, 1 TCC 4-8) (Ord. E-18-22, passed 2-25-2018; Res. E-23-90, passed 5-31-2023; Res. E-23-131, passed 10-25-2023)

§ 33.09 COMMITTEE RULES.

(A) Committees shall take final action only on those matters authorized herein or by ordinance, resolution, or policy adopted by the Board.

(B) A committee shall allow non-members to appear before it when such appearance is appropriate and does not violate due process of law. A request for such appearance shall be directed to the Committee Chairman in writing with the subject matter stated at least 24 hours in advance of the meeting unless otherwise allowed by the Committee Chairman. The committee shall have the right to set reasonable time limits, prevent unruly conduct, and require groups to be represented by one spokesman.

(C) The regular committee meeting dates, location, and times shall be set by the Committee Chairman after consultation with the committee members.

(D) Each Committee Chairman shall require the Secretary of the Committee to prepare and send, by email or other electronic method, an agenda to all committee members in advance of a regularly scheduled meeting. The secretary of the committee shall provide for public notice, including as required by the Illinois Open Meetings Act (5 ILCS 120/1 et seq.).

(E) Committees shall use the public address system when meeting in the county board room, except during closed meetings.

(F) Items for the agenda shall be provided to the secretary of the committee at least seven days prior to the meeting date. Items received within seven days may be allowed at the discretion of the Committee Chairman when Open Meetings Act requirements can still be met.

(Prior Code, 1 TCC 4-9) (Ord. E-18-22, passed 2-25-2018; Res. E-23-90, passed 5-31-2023; Res. E-23-131, passed 10-25-2023)

§ 33.10 FUNCTIONS AND RESPONSIBILITIES OF SPECIFIC COMMITTEES.

In addition to the general duties otherwise prescribed, the individual committees shall have the functions, responsibilities, and areas of jurisdiction and otherwise as set forth in this section.

(A) Executive Committee.

- (1) To provide general direction for all Board programs, business, planning and policy making functions, and to review the reports of Board committees;
 - (2) To exercise general supervision of the administration of all Board affairs, including coordination of all committees;
 - (3) To act in an advisory capacity to the Chairman of the Board;
 - (4) To review and make recommendations for changes in committee organizations and scope and in rules as may be deemed necessary;
 - (5) To be responsible for the general overview of, and coordination with, all ad hoc committees, task force, and other like organizations as their activities relate to county business, unless specifically under the jurisdiction of another standing committee;
 - (6) To be responsible for all matters concerning the employment and activities of all consultants, both paid and unpaid, unless specifically under the jurisdiction of another standing committee;
 - (7) To be responsible for all relationships with other units of government and for intergovernmental agreements unless specifically under the jurisdiction of another standing committee;
 - (8) To exercise general supervision over all matters relating to the codification of county ordinances and resolutions;
 - (9) To exercise general supervision over any federal or state entitlement programs for which the Board has responsibility;
 - (10) To serve as liaison in the Board's relationship with external boards and commissions with which the Board may have a working relationship;
 - (11) To serve as the oversight committee for all local, state, and federal economic development programs, including, but not limited to, the county's intergovernmental agreement with the Economic Development Council of Peoria, Inc., and to exercise general supervision over all economic development grants;
 - (12) To review matters related to supervision over all licensing activities including raffles and charitable games;
 - (13) To exercise general supervision over all licensing activities including raffles and charitable games; and
 - (14) To evaluate the performance of the County Administrator and to recommend salary and other terms of the Administrator's employment agreement.
- (B) Rules Committee.
- (1) To periodically review the rules of the Board and recommend revisions deemed necessary and appropriate; and

(2) To receive and consider proposals for changes in the rules of the Board and make appropriate recommendations.

(C) Collective Bargaining Committee. To exercise general supervision over all collective bargaining agreements, employee benefit, and entitlement, and make recommendations to the Board.

(D) Legislative Liaison Committee. To serve as oversight committee for legislative research and review.

(E) Finance Committee.

(1) To exercise continuous review of the overall tax cycle from the initial assessment of property through tax collection;

(2) To exercise continuous review of revenues and expenditures, and to identify new or alternative revenue sources of the county;

(3) To review and make recommendations to the Board with respect to purchasing and contracting policies and procedures;

(4) To exercise continuous review of financial management, accounting, and fiscal operations;

(5) To serve as the oversight committee for the office of the Supervisor of Assessments;

(6) To serve as the liaison committee for all officials;

(7) To be responsible for fiscal instruments;

(8) To recommend to the Board a public accounting firm to conduct an annual audit of all funds and accounts of the county;

(9) To make recommendation on all emergency appropriations, transfer ordinances, and any transfers from the Contingent Account in all funds;

(10) To receive the proposed annual operating and annual capital improvements budgets for each of the departments of county government as recommended by the respective oversight committees; and to study, review, and adjust such departmental budget requests in order to accommodate budgetary priorities and fiscal constraints. To review the proposed budget and appropriation ordinance and proposed tax levy ordinance, which shall be submitted to the Board with the Executive Committee's recommendation, in accordance with state statutes; and

(11) To review the outside auditor's management letter, request departmental responses to same, and make recommendations to the Board and the various oversight committees.

(F) Human Resources Committee.

(1) To prepare and make recommendation to the Board with respect to the personnel policies and procedures which are not subject to collective bargaining;

(2) To consider all requests for compensation changes or reclassification and make a recommendation to the Board;

(3) To consider all requests for staffing changes which require additional staff and make a recommendation to the Board;

(4) To exercise general supervision over the administration of the position classification schedules and the salary schedules;

(5) To act as the oversight committee for the County Health Care Program, Workers Compensation, and all non-liability insurance matters, including property claims and property insurance matters; and

(6) To review and make recommendations to the Board on salaries and compensation of elected and appointed officials.

(G) Transportation Committee.

(1) To serve as the oversight committee for the County Highway Department;

(2) To exercise general supervision over all bridge, road, and right-of-way matters under the jurisdiction of the county; over the acquisition and disposition of County Highway equipment and materials;

(3) To recommend to the Board approval of contracts for all highway work and transportation programs for which the county is responsible;

(4) To exercise general supervision over the letting of bids and right-of-way acquisitions relating to County Highways or the County Highway Department;

(5) To provide the Board with long range plans for the highways in the county, including those to be undertaken by the county and those planned jointly with other political units; and

(6) To exercise general supervision over matters which are assigned to this committee with regard to the buildings and grounds at the County Highway Complex and any departmental expenditures.

(H) Health Services Committee.

(1) To serve as liaison in the Board's relationship with the Board of Health and the Persons with Developmental Disabilities (PDD) Board, and any other county physical and mental service;

(2) To act as the oversight committee for the Animal Control Program;

(3) To exercise general supervision over matters which are assigned by the Property Committee to this committee with regard to county buildings and grounds;

(4) To act as the oversight committee for the County Solid Waste Management Plan. However, the siting of new or expansion of existing landfills, incinerator facilities, and transfer stations shall be as required in the site approval ordinance (see Chapter 156); and

(5) To review all matters related to environmental concerns.

(I) Property Committee.

(1) To serve as the oversight committee for, and exercise general supervision over, all county real property and to prepare plans and policies for county participation in recreational facilities and programs, and make appropriate recommendations to the Board;

(2) To coordinate with appropriate standing committees in planning for any remodeling and expansion of any real property, and the acquisition of any equipment or services;

(3) To exercise general supervision over matters which are assigned to other committees regarding county buildings and grounds; and

(4) To direct the County Administrator or his designee to prepare, recommend, and submit to the appropriate oversight committees each year a five-year capital improvement program. The five-year capital improvement program shall be updated annually as a part of the budget process.

(J) Land Use and Development Committee.

(1) To serve as the oversight committee for the Department of Community Development and to handle all matters upon which the zoning ordinance requires action by a committee of the Board;

(2) To exercise general supervision over matters concerning maps, plats, and subdivisions, and to conduct public hearings and handle all other matters upon which the land subdivision ordinance requires action by a committee of the Board;

(3) In cooperation with the Director of Community Development, to review and recommend environment, zoning, building, subdivision, mobile home, and nuisance ordinances and resolutions, and recommend any necessary changes to the Board;

(4) To act as oversight committee between the Board and the Zoning Board Appeals; and

(5) In cooperation with the appropriate agencies, to recommend for adoption of long-range comprehensive plan or portion thereof for the use of land, for protection of the environment, and to coordinate economic development.

(K) Risk Management Policy Committee. Together with the Treasurer, Auditor, and State's Attorney, to act as the governing committee for the Self-Funded Risk-Management and Liability Insurance Plan originally effective on December 1, 1988, as amended.

(Prior Code, 1 TCC 4-10) (Ord. E-18-22, passed 2-25-2018)

§ 33.11 AMENDMENT OF RULES.

Amendment of these rules shall require the approval of the Executive Committee and the affirmative vote of a majority of the members of the Board. Any proposed amendment shall be voted upon only if it is distributed in writing to the members at least one month before the meeting at which the amendment is presented to the Board for adoption.

(Prior Code, 1 TCC 4-11) (Ord. E-18-22, passed 2-25-2018)

§ 33.12 EXPENDITURES.

(A) Compensation and reimbursement of Board Members.

(1) Submitting Claim Vouchers. Claim vouchers for per diem compensation and reimbursement of expenses shall be submitted to the Auditor by the tenth day of the month for presentation to the Finance Committee. Per diem requests must be accompanied by the written approval of the Chairman of the Board. Requests for reimbursement of expenses shall include a description of the expense incurred, purpose of expense, date incurred, and the signature of the member, verifying that such expenses was incurred for the benefit of the county. Additionally, mileage reimbursement requests shall not be paid unless the voucher states date, origin, and destination of travel; and purpose and number of miles.

(2) Per diem compensation.

(a) In addition to an annual salary of \$2,400, which is to be paid in 12 equal monthly installments each year, Board members shall receive a per diem for each day that a standing committee meeting was physically attended and when time is spent on authorized Board business beyond regular meetings of the County Board. "Authorized Board business" is limited to activities approved by the Board Chairman including, but not limited to, the following examples:

1. Attendance at special meetings of the full Board;
2. Attendance at a formal meeting of another governing or advisory body as the officially appointed representative of the Board to such body (for example, Health Department, Tri-County Regional Planning Commission and its Executive Board, PPUATS Policy and Technical Committees);
3. Attendance at any meeting of a board, commission, or agency to which they have been appointed as a liaison (for example, Veteran's Commission, Persons with Developmental Disabilities Board, Board of Health, We-Care Board, Youth Services Board, Heartland Water Resources Board, Prairie Rivers RC&D Board, Tazewell County Farm Bureau, Pekin Main Street);
4. Attendance at the County Zoning Board of Appeals by members appointed to the Land Use Committee and by other members approved by the Board Chairman;

5. County Board Chairman approved attendance at education seminars and other training, meetings with other governmental agencies, and attendance to perform other work connected with the official business of the county.

(b) The per diem amount shall be \$75.

(c) "Per diem" means "per day" and therefore, regardless of the amount of Board business conducted in a single day, per diem compensation shall never be more than \$75 for any single day.

(3) Mileage reimbursement.

(a) Mileage shall be reimbursed at the rate in effect under regulations promulgated pursuant to the Internal Revenue Code (5 U.S.C. § 5707(b)(2)). All other expenses (fuel, lubricants, insurance, towing, and the like) are the sole responsibility of the Board member.

(b) Mileage shall be reimbursed for travel to:

1. Any County Board meeting and standing committee;
2. Any activity which would qualify as authorized Board business for per diem compensation; and
3. Any site which is the subject of a zoning decision or transportation project before the full Board.

(c) The number of miles reimbursed shall be limited to the lesser of:

1. The round trip route from the member's residence to the activity or site; or
2. The actual route traveled to and from the activity/site.

(4) Miscellaneous reimbursement. Reimbursement for all other expenses shall be in accordance with the policy for all county employees.

(5) Claim vouchers for mileage, per diem and miscellaneous reimbursements of expenses shall be submitted to the County Board office. Requests for reimbursement of expenses shall include a description of the expense incurred and the signature of the Board member, elected official, or department head verifying that such expenses were incurred for the benefit of the county. Additionally, mileage reimbursement requests shall not be paid unless the voucher states:

- (a) Date, origin, and destination of travel;
- (b) Specific county business purpose; and
- (c) Number of miles.

(6) Reimbursement requests for mileage, per diem or miscellaneous expense 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. Any board member waiting beyond the 60-day period shall forfeit all rights to such reimbursement.

(B) Payment of bills.

(1) All bills shall be submitted to the Finance Committee Chairman to determine whether some or all claims against the county should be allowed or disallowed, if sufficient funds have been budgeted and are available in the appropriate county fund.

(2) The Auditor will provide a monthly report of all claims paid in the prior month to the Board and the Board Chairman for review of each claim paid and that the report will identify the creditor, the department or county official which purchased the product or service, the fund from which the payment was made and the amount of the payment, and the date the check was issued.

(C) Payments of per diems for members of the County Board, the Zoning Board of Appeals, and the Merit Commission shall be eligible for direct deposit through the Payroll Department with any amendments to per diems occurring in the next payroll.

(Prior Code, 1 TCC 4-12) (Ord. E-18-22, passed 2-25-2018; Res. E-23-19, passed 1-25-2023; Res. E-23-131, passed 10-25-2023)

§ 33.13 MISCELLANEOUS PROVISIONS.

(A) Emergency procedure. In case of an emergency, the Chairman of the Board shall be given the power to act on behalf of the Board. A letter setting forth the circumstances constituting the emergency shall be filed with the County Clerk (and with the Auditor, if any expenditures are involved). At the next meeting of the Board, by roll call vote, a resolution shall be considered regarding the emergency, stating therein the circumstances constituting the emergency and the Board's concurrence.

(B) Records of the Board. Any appropriate documents shall be placed on file among the records of the Board or a committee, as the case may be, by direction of the Chairman. Minutes of the Board or a committee shall be approved at the direction of the Chairman after opportunity is given for correction, addition, or deletion. Such action shall be reflected in the minutes of that meeting.

(C) Conflict of interest. No Board member shall vote on their own appointment to a position that includes compensation in excess of the per diem provided by these rules.

(Prior Code, 1 TCC 4-13) (Ord. E-18-22, passed 2-25-2018)

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, Tazewell County is authorized under 55 ILCS 5/5-41005 et seq., to conduct administrative hearings for certain ordinance violations; and

WHEREAS, Tazewell County has previously enacted Chapter 34 of the County Code, which created a Code Hearing Unit and allows for the appointment of a Director and one or more Hearing Officers as part of the Code Hearing Unit; and

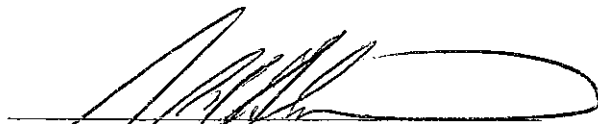
THEREFORE BE IT RESOLVED that J. Brian Heller continue as Director of the Code Hearing Unit for a term of three years subject to the attached Agreement.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, J. Brian Heller, P.O. Box 213, Washington, IL, the Administrator of Community Development, the Auditor and the Payroll Division of this action.

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

AGREEMENT FOR THE COUNTY OF TAZEWELL
For
Director of the Tazewell County Code Hearing Unit

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "County", and J. Brian Heller, hereinafter referred to as "Director," this 24th day of April, 2024.

WHEREAS, previous heretofore J. Brian Heller was appointed as Director of the Tazewell County Code Hearing Unit, subject to approval of a written agreement concerning the duties to be performed and compensation to be paid for such position; and

WHEREAS, the position of Director of the Tazewell County Code Hearing Unit is not contemplated to involve sufficient time to justify the hiring of a full-time employee; and

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

1. The contract documents consist of this Agreement, any applicable requirements of 55 ILCS 5/5-41 et. seq., and any applicable requirements of Chapter 34 of the Tazewell County Code of Ordinances, the Tazewell County Ordinance Authorizing Administrative Adjudication of Ordinance Violations. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein.

2. The Director shall perform all of the duties required by the contract documents as above described in the above referenced documents and in accordance with the said documents.

3. Unless or until a Hearing Officer is appointed, the Director of the Code Hearing Unit shall perform all of the duties of a Hearing Officer specified in the above referenced documents, in addition to the duties of the Director of the Code Hearing Unit specified in those documents.

4. The County shall pay the Director for the performance of the duties contemplated at a rate of One Hundred Fifty-Five Dollars (\$155.00) per hour the director performs such duties. Prior to payment, the Director shall present the Tazewell County Auditor invoices specifying the work performed.

4a. The term of this agreement shall be for thirty-six (36) months commencing on May 28, 2024. The County shall have the option to reappoint J. Brian Heller or another individual upon expiration of the initial thirty-six (36) month period. Either party may terminate this agreement upon 90 days notice.

5. The Director understands, and agrees, that this thirty-six (36) month appointment does not create an employer-employee relationship between the County and the Director.

6. The Director is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County insofar as the manner and means of performing the services and obligations of this contract, except to the extent that specifications are clearly stated in this contract or the documents incorporated by reference.

7. The Director shall determine the hours for hearings to be conducted with the expectation that the dates and times available for hearing will be communicated to the County approximately sixty (60) days prior to the hearings.

8. The Director has the power under this contract to amend the Regulations for the Conduct of Administrative Hearings pursuant to Section 34.04 Tazewell County Code of Ordinance, so long as any amendments continue to be consistent with the documents incorporated by reference in this contract. The Regulations for the Conduct of Administrative Hearings previously promulgated by the Tazewell County Board shall continue in force until such time as the Director formally amends the Regulations.

9. The Director shall be indemnified by the County for all lawsuits arising out of the duties herein contemplated unless such lawsuits arise out of willful and wanton conduct on the part of the Director beyond what is necessary to comply with the terms of this contract.

10. 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 herein by reference.

11. This contract may not be assigned or subcontracted by the Director to any other person or entity without written consent of the County.

12. This contract shall not be amended unless in writing expressly stated that it constitutes an amendment to this contract, signed by the parties hereto.

13. The parties agree that the foregoing document herein referenced constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted.

COUNTY OF TAZEWELL

BY:

Michael J. Davis

DATE:

4/25/24

ATTEST:

John C. Adcoxman

DATE:

4/25/24

DIRECTOR:

BY:

J. Brian Heller
J. Brian Heller

DATE:

4-15-24

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:

RESOLUTION

WHEREAS, Tazewell County is authorized under 55 ILCS 5/5-41005 et seq., to conduct administrative hearings for certain ordinance violations; and

WHEREAS, Tazewell County has previously enacted Chapter 34 of the County Code, which created a Code Hearing Unit and allows for the appointment of a Director and one or more Hearing Officers as part of the Code Hearing Unit; and

THEREFORE BE IT RESOLVED that Paul Brodersen be appointed Hearing Officer who can act as a substitute when Director J. Brian Heller is unable to act; and

THEREFORE BE IT RESOLVED that the appointment of Hearing Officer be for a term of three years subject to the attached Agreement.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Administrator of Community Development, Attorney J. Brian Heller, P.O. Box 213, Washington, IL, the Auditor and the Payroll Division of this action.

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

AGREEMENT FOR THE COUNTY OF TAZEWELL
For
Hearing Officer of the Tazewell County Code Hearing Unit

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "County", and Paul Brodersen, hereinafter referred to as "Hearing Officer," this 24th day of April, 2024.

WHEREAS, previous heretofore J. Brian Heller was appointed as Director of the Tazewell County Code Hearing Unit. It is reasonable and necessary to have another Hearing Officer who can act as a substitute when J. Brian Heller is unable to act; and

WHEREAS, the position of substitute Hearing Officer of the Tazewell County Code Hearing Unit is not contemplated to involve sufficient time to justify the hiring of a full-time employee; and

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

1. The contract documents consist of this Agreement, any applicable requirements of 55 ILCS 5/5-41 et. seq., and any applicable requirements of Chapter 34 of the Tazewell County Code of Ordinances, the Tazewell County Ordinance Authorizing Administrative Adjudication of Ordinance Violations. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein.

2. The Hearing Officer shall perform all of the duties required by the contract documents as above described in the above referenced documents and in accordance with

the said document, and as directed by the Director of the Tazewell County Code Hearing Unit.

3. The County shall pay the Hearing Officer for the performance of the duties contemplated at a rate of One Hundred Fifty-Five Dollars (\$155.00) per hour the Hearing Officer performs such duties. Prior to payment, the Hearing Officer shall present the Tazewell County Auditor invoices specifying the work performed.

3a. The term of this agreement shall be for thirty-six (36) months commencing on May 28, 2024. The County shall have the option to reappoint Paul Brodersen or another individual upon expiration of the initial thirty-six (36) month period. Either party may terminate this agreement upon 90 days notice.

4. The Hearing Officer understands, and agrees, that this thirty-six (36) month appointment does not create an employer-employee relationship between the County and the Hearing Officer.

5. The Hearing Officer is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County insofar as the manner and means of performing the services and obligations of this contract, except to the extent that specifications are clearly stated in this contract or the documents incorporated by reference.

6. The Hearing Officer shall be indemnified by the County for all lawsuits arising out of the duties herein contemplated unless such lawsuits arise out of willful and wanton conduct on the part of the Hearing Officer beyond what is necessary to comply with the terms of this contract.

9. The parties agree that the foregoing document herein referenced constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted.

COUNTY OF TAZEWELL

BY: Michael L. Anstis

DATE: 4/25/24

ATTEST: John L. Adcoxman

DATE: 4/25/24

HEARING OFFICER:

BY: Paul M. Brodersen
Paul M. Brodersen

DATE: 4/15/2024

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, Tazewell County is authorized under 55 ILCS 5/5-41005 et seq., to conduct administrative hearings for certain ordinance violations; and

WHEREAS, Tazewell County has previously enacted Chapter 34 of the County Code, which created a Code Hearing Unit and allows for the appointment of a Director and one or more Hearing Officers as part of the Code Hearing Unit; and

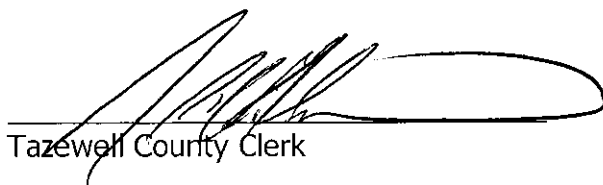
THEREFORE BE IT RESOLVED that J. Brian Heller continue as Director of the Code Hearing Unit for a term of three years subject to the attached Agreement.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, J. Brian Heller, P.O. Box 213, Washington, IL, the Administrator of Community Development, the Auditor and the Payroll Division of this action.

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

AGREEMENT FOR THE COUNTY OF TAZEWELL

For

Director of the Tazewell County Code Hearing Unit

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "County", and J. Brian Heller, hereinafter referred to as "Director," this 24th day of April, 2024.

WHEREAS, previous heretofore J. Brian Heller was appointed as Director of the Tazewell County Code Hearing Unit, subject to approval of a written agreement concerning the duties to be performed and compensation to be paid for such position; and

WHEREAS, the position of Director of the Tazewell County Code Hearing Unit is not contemplated to involve sufficient time to justify the hiring of a full-time employee; and

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

1. The contract documents consist of this Agreement, any applicable requirements of 55 ILCS 5/5-41 et. seq., and any applicable requirements of Chapter 34 of the Tazewell County Code of Ordinances, the Tazewell County Ordinance Authorizing Administrative Adjudication of Ordinance Violations. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein.

2. The Director shall perform all of the duties required by the contract documents as above described in the above referenced documents and in accordance with the said documents.

3. Unless or until a Hearing Officer is appointed, the Director of the Code Hearing Unit shall perform all of the duties of a Hearing Officer specified in the above referenced documents, in addition to the duties of the Director of the Code Hearing Unit specified in those documents.

4. The County shall pay the Director for the performance of the duties contemplated at a rate of One Hundred Fifty-Five Dollars (\$155.00) per hour the director performs such duties. Prior to payment, the Director shall present the Tazewell County Auditor invoices specifying the work performed.

4a. The term of this agreement shall be for thirty-six (36) months commencing on May 28, 2024. The County shall have the option to reappoint J. Brian Heller or another individual upon expiration of the initial thirty-six (36) month period. Either party may terminate this agreement upon 90 days notice.

5. The Director understands, and agrees, that this thirty-six (36) month appointment does not create an employer-employee relationship between the County and the Director.

6. The Director is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County insofar as the manner and means of performing the services and obligations of this contract, except to the extent that specifications are clearly stated in this contract or the documents incorporated by reference.

7. The Director shall determine the hours for hearings to be conducted with the expectation that the dates and times available for hearing will be communicated to the County approximately sixty (60) days prior to the hearings.

8. The Director has the power under this contract to amend the Regulations for the Conduct of Administrative Hearings pursuant to Section 34.04 Tazewell County Code of Ordinance, so long as any amendments continue to be consistent with the documents incorporated by reference in this contract. The Regulations for the Conduct of Administrative Hearings previously promulgated by the Tazewell County Board shall continue in force until such time as the Director formally amends the Regulations.

9. The Director shall be indemnified by the County for all lawsuits arising out of the duties herein contemplated unless such lawsuits arise out of willful and wanton conduct on the part of the Director beyond what is necessary to comply with the terms of this contract.

10. 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 herein by reference.

11. This contract may not be assigned or subcontracted by the Director to any other person or entity without written consent of the County.

12. This contract shall not be amended unless in writing expressly stated that it constitutes an amendment to this contract, signed by the parties hereto.

13. The parties agree that the foregoing document herein referenced constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted.

COUNTY OF TAZEWELL

BY:

Michael J. Gance

DATE:

4/26/24

ATTEST:

—

John L. Ackerman

DATE:

4/25/24

DIRECTOR:

BY:

J. Brian Heller
J. Brian Heller

DATE:

4-15-24

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:

RESOLUTION

WHEREAS, Tazewell County is authorized under 55 ILCS 5/5-41005 et seq., to conduct administrative hearings for certain ordinance violations; and

WHEREAS, Tazewell County has previously enacted Chapter 34 of the County Code, which created a Code Hearing Unit and allows for the appointment of a Director and one or more Hearing Officers as part of the Code Hearing Unit; and

THEREFORE BE IT RESOLVED that Paul Brodersen be appointed Hearing Officer who can act as a substitute when Director J. Brian Heller is unable to act; and


THEREFORE BE IT RESOLVED that the appointment of Hearing Officer be for a term of three years subject to the attached Agreement.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Administrator of Community Development, Attorney J. Brian Heller, P.O. Box 213, Washington, IL, the Auditor and the Payroll Division of this action.

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

AGREEMENT FOR THE COUNTY OF TAZEWELL
For
Hearing Officer of the Tazewell County Code Hearing Unit

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "County", and Paul Brodersen, hereinafter referred to as "Hearing Officer," this 24th day of April, 2024.

WHEREAS, previous heretofore J. Brian Heller was appointed as Director of the Tazewell County Code Hearing Unit. It is reasonable and necessary to have another Hearing Officer who can act as a substitute when J. Brian Heller is unable to act; and

WHEREAS, the position of substitute Hearing Officer of the Tazewell County Code Hearing Unit is not contemplated to involve sufficient time to justify the hiring of a full-time employee; and

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

1. The contract documents consist of this Agreement, any applicable requirements of 55 ILCS 5/5-41 et. seq., and any applicable requirements of Chapter 34 of the Tazewell County Code of Ordinances, the Tazewell County Ordinance Authorizing Administrative Adjudication of Ordinance Violations. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein.
2. The Hearing Officer shall perform all of the duties required by the contract documents as above described in the above referenced documents and in accordance with

the said document, and as directed by the Director of the Tazewell County Code Hearing Unit.

3. The County shall pay the Hearing Officer for the performance of the duties contemplated at a rate of One Hundred Fifty-Five Dollars (\$155.00) per hour the Hearing Officer performs such duties. Prior to payment, the Hearing Officer shall present the Tazewell County Auditor invoices specifying the work performed.

3a. The term of this agreement shall be for thirty-six (36) months commencing on May 28, 2024. The County shall have the option to reappoint Paul Brodersen or another individual upon expiration of the initial thirty-six (36) month period. Either party may terminate this agreement upon 90 days notice.

4. The Hearing Officer understands, and agrees, that this thirty-six (36) month appointment does not create an employer-employee relationship between the County and the Hearing Officer.

5. The Hearing Officer is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County insofar as the manner and means of performing the services and obligations of this contract, except to the extent that specifications are clearly stated in this contract or the documents incorporated by reference.

6. The Hearing Officer shall be indemnified by the County for all lawsuits arising out of the duties herein contemplated unless such lawsuits arise out of willful and wanton conduct on the part of the Hearing Officer beyond what is necessary to comply with the terms of this contract.

9. The parties agree that the foregoing document herein referenced constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted.

COUNTY OF TAZEWELL

BY: Michael L. Harris

DATE: 4/25/24

ATTEST:

John C. Adcoxman

DATE: 4/25/24

HEARING OFFICER:

BY: Paul M. Brodersen
Paul M. Brodersen

DATE: 4/15/2024

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 3 County Board Member Sierra Smith as of April 24, 2024; and

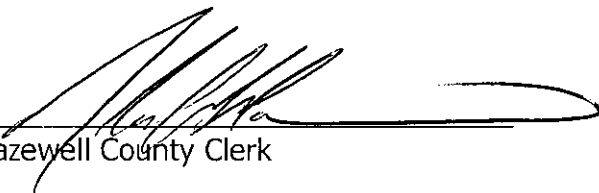
WHEREAS, the Chairman shall give notice of the vacancy to the County Central Committee of each political party within the County within three (3) days of the occurrence as required by 10 ILCS 5/25-11; and

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 24th DAY OF APRIL, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

04/02/24

Sierra Smith
117 Whistling Strait
Washington, IL 61571
(309) 210-4540
sierra51802@gmail.com

David Zimmerman
11 South Fourth Street, Suite 400
Pekin, Illinois 61554
(309) 370-0773
dzimmerman@tazewell-il.gov

Dear Chairman Zimmerman,

It is with deep regret that I am submitting my official resignation from my seat on the Tazewell County Board. After thorough consideration, I have decided that it is the appropriate time to step down.

I am forever grateful for the opportunity to get to serve on the board for the past two years. I am so honored to have been appointed and elected into this position. This has truly been an unforgettable learning experience for me, and I am thankful for the mentors that poured into me during my time here.

Please do not hesitate to make me aware of any way that I can assist during this transition period.

I am confident in this board and am eager to see how it continues to be a blessing to our community. It has been an honor to have the opportunity to serve alongside the other members.

Sincerely,

Sierra Smith

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to authorize the 2nd quarterly payment for 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

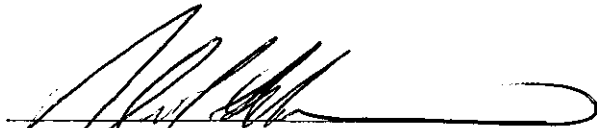
WHEREAS, Tazewell County agreed to pay the Greater Peoria Economic Development Council quarterly installments for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 2nd quarter investment for 2024.

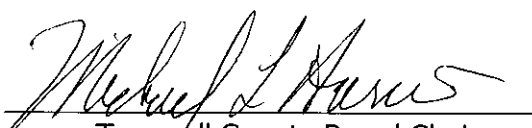
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council, Finance, and the Auditor of this action.

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman



Invoice

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

Date	Invoice #
4/1/2024	2024_04-8.2

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

Due Date
5/31/2024

Description	Amount
2024 Investment - 2 of 4	18,750.00
Total	
	\$18,750.00

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint James Campbell of 2234 E. Linnhill Lane, Washington, IL 61571 to the Northern Tazewell Fire Protection District for a term commencing May 01, 2024 and expiring April 30, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of James Campbell to the Northern Tazewell Fire Protection District and we recommend said reappointment be approved.

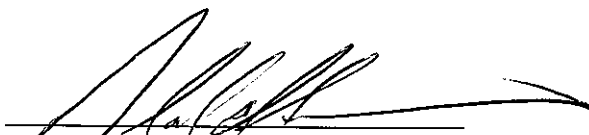
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of James Campbell to the Northern Tazewell Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Mark Rossi of this action.

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint John Spinder of 978 E. Jefferson, Morton, IL 61550 to the East Peoria Sanitary District for a term commencing May 01, 2024 and expiring April 30, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of John Spinder to the East Peoria Sanitary District and we recommend said reappointment be approved.

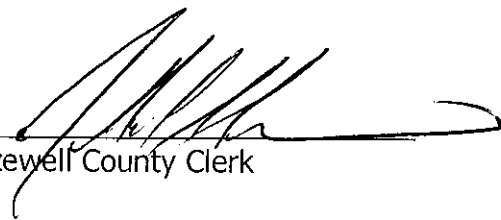
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of John Spinder to the East Peoria Sanitary District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Richard Joseph, 416 Main Street, Suite 1125, Peoria, IL 61602.

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brad Zimmerman of 5223 E. Queenwood, Groveland, IL to the Morton Area Farmers Fire Protection District for a term commencing April 01, 2024 and expiring April 30, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

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


RESOLUTION OF APPROVAL

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

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Patrick McGrath, 1600 South 4th Avenue, Suite 137, Morton, IL 61550 of this action.

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Thomas L. Bessler of 413 Peach Street, Washington, IL 61571, to the Northern Tazewell Public Water District for a term commencing May 01, 2024 and expiring April 30, 2029.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Thomas L. Bessler to the Northern Tazewell Public Water District and we recommend said reappointment be approved.


RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Thomas L. Bessler to the Northern Tazewell Public Water District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Miller, Hall & Triggs, LLC, 416 Main Street, Suite 1125, Peoria, IL 61602.

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Donald DuBois of 24709 E. Lake Windemere Road, Tremont, IL 61568 to the Tremont Fire Protection District for a term commencing May 01, 2024 and expiring April 30, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Donald DuBois to the Tremont Fire Protection District and we recommend said reappointment be approved.

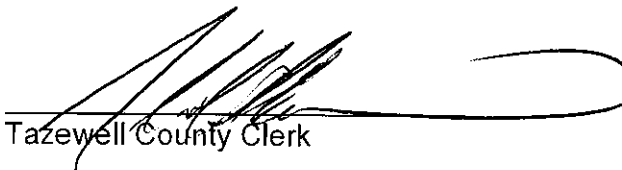
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Donald DuBois to the Tremont Fire Protection District.

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

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Robert Lehmkuhl of 113 Morton Avenue, Creve Coeur, IL 61610 to the Greater Creve Coeur Sanitary District for a term commencing May 01, 2024 and expiring April 30, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

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


RESOLUTION OF APPROVAL

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

The County Clerk shall notify the County Board Office and the County Board Office will notify Larry G. Paluska, Attorney at Law, of 217 Springfield Road, East Peoria, IL 61611 of this action.

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Doug Stewart of 403 N. Mason, Deer Creek, IL 61733 to the Deer Creek Fire Protection District for a term commencing May 01, 2024 and expiring April 30, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

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

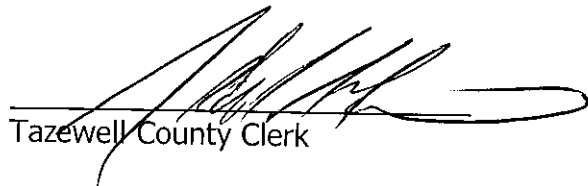
RESOLUTION OF APPROVAL

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

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

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Dean Nafziger of 5564 Hittle Road, Hopedale, IL 61747 to the Hopedale Fire Protection District for a term commencing May 01, 2024 and expiring April 30, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Dean Nafziger to the Hopedale Fire Protection District and we recommend said appointment be approved.

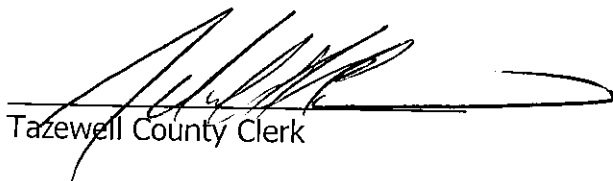
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Dean Nafziger to the Hopedale Fire Protection District.

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

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman