

Tazewell County Board

Wednesday, June 26, 2024

David Zimmerman, Chairman of the Board

Michael Harris, Vice-Chairman of the Board



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TAZEWELL COUNTY BOARD

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

Wednesday, June 26, 2024 - 6:00 p.m.

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

- A. Roll Call
- B. Invocation and Pledge of Allegiance
- C. Communications from members of the public and county employees
- D. Communications from elected and appointed county officials
- E. Approve the minutes of the May 29, 2024 County Board Proceedings
- F. In-Place Property Committee Meeting
- G. In-Place Executive Committee Meeting
- H. Consent Agenda:

Transportation

- T-24-22 1. Approve 24-00000-10-GM – Cured In-Place Pipe Lining
- T-24-23 2. Approve 24-00000-09-RS – HMA Resurfacing
- T-24-24 3. Approve 24-19000-02-GM – Bituminous A-2 – Washington R.D.
- T-24-25 4. Approve North Main Resurfacing – Surface Transp. Block Grant
- T-24-26 5. Approve Miller Road Widening & Resurfacing – Surface Transp. Block Grant

Land Use

- LU-24-10 6. Approve Case No. 24-21-Z – Clayton Moushon – Rezoning – Fondulac Township

Property

- P-24-16 7. Approve amendment to cleaning contract with Vonachen Services, Inc.

P-24-17 8. Approve bid for a metal building at the Tremont campus

P-24-18 9. Approve bid for flooring at 1800 Broadway in Pekin
Upon approval of in-place meeting

Finance

F-24-17 10. Approve budget transfer for the County Clerk to cover cost of printing done by an outside company

F-24-23 11. Approve outsourcing Vote-By-Mail to Knowink

F-24-20 12. Approve recognition of an increase in Animal Control's budget for grant purposes

F-24-21 13. Approve recognition of an increase in EMA's budget for grant purposes

F-24-24 14. Approve annual purchase of network, computer, email, and endpoint s security licensing

F-24-25 15. Approve budget transfers for Community Development

Executive

E-24-54 16. Approve six month review of Executive Session minutes by the State's Attorney's Office

E-24-73 17. Approve amendments to Chapter 95: Food Establishments

E-24-77 18. Approve referendum language regarding the office of the elected County A Auditor

E-24-78 19. Approve precinct boundaries and polling location

E-24-79 20. Approve the Energy Transition Grant – Phase II Submittal

E-24-80 21. Approve Decommissioning Agreement for Green Valley Renewables, LLC

E-24-81 22. Approve emergency declaration for Townline Bridge over Prairie Creek
Upon approval of in-place meeting

E-24-82 23. Approve internet service agreements with Stratus Networks
Upon approval of in-place meeting

E-24-83 24. Approve internet service agreements with i3 Broadband, LLC
Upon approval of in-place meeting

- E-24-84 25. Approve fully managed IT service agreement with Heart Technologies, Inc.
 Upon approval of in-place meeting

Appointments and Reappointments

- E-24-69 A. Reappointment of Dr. Steven Dickey to the Board of Health
- E-24-70 B. Reappointment of Bobbi Mullis to the Board of Health
- E-24-71 C. Reappointment of Gary Burton to the Board of Health
- E-24-74 D. Appointment of Eric Schmidgall to the Tazewell Woodford Youth Services Board

- LU-24-06 I. Reconsideration of Case No. 23-38-A – Catmint Solar – Special Use – Groveland Twp.

- LU-24-08 J. Reconsideration of Case No. 24-13-S – Coyote Road Soar, LLC – Special Use Malone/Delavan Twp.

- K. Unfinished Business

- L. New Business

- M. Review of approved bills

- N. Approve the July 2024 Calendar of Meetings

- O. Recess to July 31, 2024

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



John C. Ackerman
County Clerk

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

**TAZEWELL COUNTY BOARD
MEETING MINUTES
WEDNESDAY MAY 29, 2024
6:00 PM**

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

ROLL CALL BY COUNTY CLERK

Attendance was taken by Roll Call and the following members of the board were present: Vice Chairman Harris, Members Atkins, Crawford, Deppert, Sam Goddard, Graff, Hall, Hopkins, Joesting, Longfellow, Menold, Mingus, Nelms, Proehl, Rich-Stimson, Schmidgall, Schneider, Sinn - 18. Absent: Members Mark Goddard, Paget, Chairman Zimmerman – 3.

INVOCATION AND PLEDGE OF ALLEGIANCE

Member Mingus led the invocation followed by the Pledge of Allegiance.

APPROVAL & SWEARING IN OF NEWLY APPOINTED COUNTY BOARD MEMBER

Motion by Member Crawford to approve the appointment of Eric Schmidgall to County Board District 3 seat; seconded by Member Graff. Motion to approve Resolution E-24-68 was approved by voice vote of 17 Yeas; 0 Nays.

County Clerk John C. Ackerman administered the oath of office to County Board District 3 Member Eric Schmidgall.

COMMUNICATION FROM MEMBERS OF THE PUBLIC AND/OR COUNTY EMPLOYEES

Jodie Zitko, a concerned citizen, spoke on behalf of the United Sovereign Americans of Illinois regarding election validity.

Danielle Reed, a concerned citizen, spoke on election validity. She presented a resolution to the county board.

TAZEWELL COUNTY BOARD MINUTES MAY 29, 2024

Michelle Peterson, a Grundy County resident, spoke on behalf of the United Sovereign Americans of Illinois regarding election validity.

Joe Bridge, a concerned citizen, spoke on behalf of the United Sovereign Americans of Illinois.

Ken Zitko, a concerned citizen, spoke on behalf of the United Sovereign Americans of Illinois. He presented a handout to the board.

Teresa Armstrong, a Peoria County resident, spoke on behalf of the United Sovereign Americans of Illinois regarding election validity.

Eli Varol, RWE Development Manager, spoke on the proposed Coyote Road Solar project.

Ben Jacobi, attorney with Polsinelli law firm, spoke on the proposed Coyote Road Solar project.

Joon Park, RWE Development Director, spoke on the proposed Coyote Road Solar project.

Tim Baer, a Tazewell County resident, spoke in opposition to solar farms. He spoke on the impact solar farms will have on the farming community.

Luke Ogan, ILOE Local 549 representative, spoke in support of the Coyote Road Solar project.

Dewey Klurfield, representative of Catmint Solar LLC, spoke on the extension of the special use permit for proposed Catmint Solar project.

Sean Pluta, spoke on the special use permit proposal for Catmint Solar.

Brad Long, a Tazewell County resident, spoke on regulations and local ordinances regarding wind and solar energy projects.

Matt Hoffman, a concerned citizen, spoke on the Catmint Solar Special Use Permit request and the options the board could take concerning this matter.

Carol Vance, a concerned citizen, spoke in opposition to the proposed Catmint Solar project.

David King, a concerned citizen, spoke on agriculture preservation districts and his concern with solar farms.

TAZEWELL COUNTY BOARD MINUTES MAY 29, 2024

COMMUNICATIONS FROM ELECTED & APPOINTED COUNTY OFFICIALS

County Clerk/Recorder of Deeds John C. Ackerman, announced the release of the 2024 Tazewell County Yearbook. He stated the Tazewell County Election Division was recently recognized by the United States Election Assistance Commission for the Election Tabulation Facility and the Illinois Election Integrity Outreach Initiative.

Board Member Nick Graff, thanked County Clerk Ackerman for the wonderful World War II Veteran's program at Morton High School. He notified the board that the budget committee assignments would be released.

Board Member Kim Joesting, spoke on the World War II Veteran's program and he thanked County Clerk Ackerman and Veteran's Assistance Administrator Steve Saal for organizing this event.

APPROVE THE MINUTES OF THE APRIL 24, 2024, COUNTY BOARD PROCEEDINGS

Member Schmidgall moved to approve the minutes of the Board Meeting held on April 24, 2024, as printed; seconded by Member Crawford. Motion to approve the minutes as printed were approved by voice vote of 18 Yeas; 0 Nays.

IN-PLACE TRANSPORTATION COMMITTEE MEETING

Meeting started at 7:11 PM and ended at 7:17 PM.

IN-PLACE PROPERTY COMMITTEE MEETING

Meeting started at 7:17 PM and ended at 7:20 PM.

CONSENT AGENDA

- 1. Transportation: Approve 20-07111-00-RR-Farmdale Road HMA, RESOLUTION T-24-18. Upon approval of in-place meeting. This item was pulled at committee.**
- 2. Transportation: Approve 24-00000-06-GM-Bituminous Class A-2, RESOLUTION T-24-19. Upon approval of in-place meeting.**
- 3. Transportation: Approve 24-xx000-00-GM-Various R.D – Bituminous A-2, RESOLUTION T-24-20. Upon approval of in-place meeting**
- 4. Transportation: Approve 24-08000-01-GM-Groveland R.D – Bituminous Class A-1, RESOLUTION T-24-21. Upon approval of in-place meeting.**

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5. **Land Use: Approve Case No. 23-38-A- Catmint Solar – Special Use – Groveland Township, RESOLUTION LU-24-06. (Deferred from April meeting)**
6. **Land Use: Approve Case No. 24-13-S – Coyote Road Soar, LLC – Special Use – Malone/Delevan Township, RESOLUTION LU-24-08.**
7. **Land Use: Approve Case No. 24-14-A – Amendment 69, RESOLUTION LU-24-09.**
8. **Property: Approve bid to replace siding and doors on the EMA storage shed, RESOLUTION P-24-09.**
9. **Property: Approve bid to supply materials and labor to replace siding at 1800 Broadway, RESOLUTION P-24-13. Upon approval of in-place meeting.**
10. **Property: Approve the purchase of a truck for the maintenance department, RESOLUTION P-24-15. Upon approval of in-place meeting.**
11. **Finance: Approve payment to the Tazewell County Resource Center, RESOLUTION F-24-18.**
12. **Finance: Approve Opioid settlement funds for usage by Health Department and Coroner, RESOLUTION F-24-19.**
13. **Executive: Approve acceptance of resignation of District 2 County Board member, RESOLUTION E-24-57.**
14. **Executive: Approve polling location change, RESOLUTION E-24-60.**
15. **Executive: Approve appointment to County Board District 3, RESOLUTION E-24-68. This item was moved to beginning of meeting.**

Member Crawford moved to approve the Consent Agenda items as outlined in the Agenda packet; seconded by Member Atkins. The Consent Agenda was approved by voice vote of 18 Yeas; 0 Nays.

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

Item 2 Transportation: Member Hall motioned to approve the Approve 24-00000-06-GM-Bituminous Class A-2; seconded by Member Crawford. Motion passed by voice vote of 18 Yeas; 0 Nays. Resolution T-24-19 was passed by the County Board.

TAZEWELL COUNTY BOARD MINUTES MAY 29, 2024

Item 3 Transportation: Member Deppert motioned to approve 24-xx000-00-GM-Various R.D – Bituminous A-2; seconded by Member Atkins. Motion passed by voice vote of 18 Yeas; 0 Nays. Resolution T-24-20 was passed by the County Board.

Item 4 Transportation: Member Crawford motioned to approve 24-08000-01-GM-Groveland R.D – Bituminous Class A-1; seconded by Member Atkins. Motion passed by voice vote of 18 Yeas; 0 Nays. Resolution T-24-21 was passed by the County Board.

Item 5 Land Use: Member Bill Atkins questioned the State’s Attorney if the board had the authority to grant only a one-year extension instead of a two-year extension. In response to Member Atkins question, Assistant State’s Attorney Matt Drake indicated the time period could be set by the board. Member Atkins motioned to amend Special Use Permit to a one-year extension; seconded by Member Hopkins. Motion to amend Special Use Permit for a one-year extension passed by a voice vote of 17 Yeas; 1 Nay – Menold. Member Crawford voiced concern with this project and referenced the City of East Peoria’s concern over the location of this project. Member Sinn requested the State’s Attorney indicate what the board would be voting on. Assistant State’s Attorney Matt Drake stated the board would be voting on the Special Use Permit Extension for Catmint Solar. Member Graff request a roll call vote pertaining to this matter.

Member Atkins motioned to approve as amended Case No. 23-38-A- Catmint Solar – Special Use – Groveland Township; seconded by Member Hopkins. Motion failed by roll call vote of 8 Yeas; 10 Nay – Crawford, Deppert, Graff, Harris, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schmidgall. Resolution LU-24 -06 failed the Tazewell County Board.

Item 6 Land Use: Member Sinn stated he agreed with Tim Bear’s comments regarding the impact of solar farms on farmland. He voiced concern with this project covering over 1300 acres and stated he would not support this resolution. Member Hall motioned to amend this resolution to reduce the tree height from six feet to five feet; seconded by Member Hopkins. Motion to amend the tree height from six feet to five feet for the Coyote Road Special Use was passed by roll call vote of 15 Yeas; 3 Nays – Crawford, Rich-Stimson, Schmidgall. Member Crawford stated he would not support this project. Member Menold voiced concern with removing prime farm ground and will not support this project. Member Sam Goddard spoke on personal property rights, and it was the landowner’s choice to move forward with this project.

Member Hall motioned to approve as amended Case No. 24-13-S– Coyote Road Soar, LLC – Special Use – Malone/Delavan Township failed by roll call vote of 8 Yeas; 10 Nays – Crawford, Deppert, Graff, Harris, Longfellow, Menold, Proehl, Rich-Stimson, Schmidgall, Sinn. Resolution LU-24-08 failed the Tazewell County Board.

TAZEWELL COUNTY BOARD MINUTES MAY 29, 2024

County Clerk Ackerman requested the Community Development Department provide a revised County Board Finding of Facts pertaining to this matter. A revised finding of fact regarding Case No. 24-13-S- Coyote Road Soar LLC – Special Use – Malone/Delavan Township would be on file with the Tazewell County Clerk's office.

Item 9 Property: Member Nelms motioned to approve bid to supply materials and labor to replace siding at 1800 Broadway; seconded by Member Crawford. Motion passed by voice vote of 18 Yeas; 0 Nays. Resolution P-24-13 passed the county board.

Item 10 Property: Member Longfellow motioned to approve the purchase of a truck for the maintenance department; seconded by Member Rich-Stimson. Motion passed by voice vote of 18 Yeas; 0 Nays. Resolution P-24-15 passed the county board.

Item 12 Finance: Member Graff motioned to approve Opioid settlement funds usage for Health Department and Coroner; seconded by Member Crawford. Motion passed by voice vote of 18 Yeas; 0 Nays.

APPOINTMENTS/REAPPOINTMENTS

Member Nelms moved to Reappoint Mark Schleder to the Green Valley Fire Protection District; seconded by Member Rich-Stimson. Resolution E-24-55 was approved by voice vote of 18 Yeas; 0 Nays.

Member Nelms moved to Reappoint Stacey Sweeney to the Armington Community Fire Protection District; seconded by Member Rich-Stimson. Resolution E-24-56 was approved by voice vote of 18 Yeas; 0 Nays.

Member Nelms moved to Appoint Michael Deppert to the Farmland Assessment Review Committee; seconded by Member Rich-Stimson. Resolution E-24-58 was approved by voice vote of 17 Yeas; 0 Nays; 1 Abstention - Deppert.

Member Nelms moved to Reappoint John O Willett to the Hickory Grove Drainage and Levee District; seconded by Member Rich-Stimson. Resolution E-24-61 was approved by voice vote of 18 Yeas; 0 Nays.

Member Nelms moved to Reappoint Peter Kalman to the Sheriff's Merit Commission; seconded by Member Rich-Stimson. Resolution E-24-62 was approved by voice vote of 18 Yeas; 0 Nays.

Member Nelms moved to Reappoint Richard Schwab to the Board of Review; seconded by Member Rich-Stimson. Resolution E-24-63 was approved by voice vote of 18 Yeas; 0 Nays.

TAZEWELL COUNTY BOARD MINUTES MAY 29, 2024

Member Nelms moved to Reappoint William Conrad to the Schaeferville Fire Protection District; seconded by Member Rich-Stimson. Resolution E-24-64 was approved by voice vote of 18 Yeas; 0 Nays.

Member Nelms moved to Reappoint David Sangalli to the Brush Hill Fire Protection District; seconded by Member Rich-Stimson. Resolution E-24-65 was approved by voice vote of 18 Yeas; 0 Nays.

Member Nelms moved to Reappoint Debra Garman to the Powerton Fire Protection District; seconded by Member Rich-Stimson. Resolution E-24-66 was approved by voice vote of 18 Yeas; 0 Nays.

Member Nelms moved to Appoint Bradley D. Haning to the West Fork Drainage District; seconded by Member Rich-Stimson. Resolution E-24-67 was approved by voice vote of 18 Yeas; 0 Nays.

UNFINISHED BUSINESS

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

NEW BUSINESS

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

REVIEW OF APPROVED BILLS

Board Members reviewed the approved bills as presented.

APPROVE THE JUNE 2024 CALENDAR

Member Schneider moved to approve the June 2024 calendar; seconded by Member Deppert. Motion to approve the June 2024 calendar was approved by voice vote of 18 Yeas; 0 Nays.

ADJOURNMENT

There being no further business before the Board, Vice Chairman Harris announced the meeting adjourned. The Tazewell County Board Meeting adjourned at 7:53 PM. The next scheduled County Board meeting will be June 26, 2024.

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Section 24-00000-10-GM (Cured In-Place Pipe Lining on various roads in Tazewell County): To Hoerr Construction, Inc. in the amount of \$72,376.00, to be paid from County Matching Tax Funds, Line Item 215-400-5580.

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

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

PASSED THIS 26TH DAY OF JUNE, 2024

ATTEST:

County Clerk

County Board Chairman

**STATE OF ILLINOIS
TABULATION OF BIDS**

Tazewell County Cured-In-Place Pipe Lining Sec. 24-00000-10-GM						DATE: June 17, 2024	Hoerr Construction Inc.		Insituform Technologies USA, LLC		National Power Rodding Corp.	
APPROVED ESTIMATE:						\$ 86,675.00	BID: \$ 72,376.00		BID: \$ 219,390.00		BID: \$ 304,922.00	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	CURED-IN-PLACE PIPE LINING 24"	FOOT	138	\$225.00	\$ 31,050.00	\$ 197.00	\$ 27,186.00	\$ 630.00	\$ 86,940.00	\$ 869.00	\$ 119,922.00	
2	CURED-IN-PLACE PIPE LINING 36"	FOOT	125	\$365.00	\$ 45,625.00	\$ 304.00	\$ 38,000.00	\$ 630.00	\$ 78,750.00	\$ 1,200.00	\$ 150,000.00	
3	MOBILIZATION	L SUM	1	\$10,000.00	10,000.00	\$ 7,190.00	7,190.00	\$ 53,700.00	53,700.00	\$35,000.00	35,000.00	
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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, Tazewell County received a grant associated with road improvements along Manito Road from Townline Road to the County line; and along Dee-Mack Road from US 150 to the Village of Mackinaw from the Illinois Department of Commerce and Economic Opportunity.

WHEREAS, the Transportation Committee received bids; and

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

Section 24-00099-00-RS (9.011 Miles: Hot-Mix Asphalt, Milling & Resurfacing; Manito Road (CH 16) and Dee-Mack Road (CH 6) in Tazewell County): To R.A. Cullinan & Son, a Div. of UCM, Inc. in the amount of \$4,814,937.83, to be paid from County Highway Tax Funds, Line Item 211-400-5580, with reimbursement per Illinois Department of Commerce and Economic Opportunity.

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

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

PASSED THIS 26TH DAY OF JUNE, 2024

ATTEST:

County Clerk

County Board Chairman

**STATE OF ILLINOIS
TABULATION OF BIDS**

Tazewell County DCEO Grant HMA Resurfacing Sec. 24-00099-00-RS						DATE: June 17, 2024		R.A. Cullinan & Son			
APPROVED ESTIMATE: \$ 4,836,662.70						BID: \$ 4,814,937.83		BID: \$ -		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P BIT MATLS TACK CT	POUND	169,166	\$ 1.85	\$ 312,957.10	\$ 1.80	\$ 304,498.80	\$ -	\$ -	\$ -	\$ -
2	HMA SURF REM BUTT JT	SQ YD	1,460	\$ 30.00	\$ 43,800.00	\$ 36.26	\$ 52,939.60	\$ -	\$ -	\$ -	\$ -
3	TEMPORARY RAMP	SQ YD	130	\$ 60.00	\$ 7,800.00	\$ 50.71	\$ 6,592.30	\$ -	\$ -	\$ -	\$ -
4	HMA BC IL-9.5FG N50	TON	4,141	\$ 141.00	\$ 583,881.00	\$ 140.71	\$ 582,680.11	\$ -	\$ -	\$ -	\$ -
5	P HMA SC IL-9.5 C N50	TON	14,022	\$ 148.00	\$ 2,075,256.00	\$ 149.00	\$ 2,089,278.00	\$ -	\$ -	\$ -	\$ -
6	MATL TRANSFER DEVICE	TON	14,022	\$ 3.50	\$ 49,077.00	\$ 3.48	\$ 48,796.56	\$ -	\$ -	\$ -	\$ -
7	INCIDENTAL HMA SURF	TON	1,010	\$ 325.00	\$ 328,250.00	\$ 315.25	\$ 318,402.50	\$ -	\$ -	\$ -	\$ -
8	HMA SURF REM 1 1/4	SQ YD	108,473	\$ 2.50	\$ 271,182.50	\$ 2.69	\$ 291,792.37	\$ -	\$ -	\$ -	\$ -
9	HMA SURF REM 1 1/2	SQ YD	60,910	\$ 2.75	\$ 167,502.50	\$ 2.57	\$ 156,538.70	\$ -	\$ -	\$ -	\$ -
10	AGGREGATE SHLDS B SPL	TON	4,297	\$ 50.00	\$ 214,850.00	\$ 55.99	\$ 240,589.03	\$ -	\$ -	\$ -	\$ -
11	SHORT TERM PAVT MKING	FOOT	27,316	\$ 1.60	\$ 43,705.60	\$ 1.63	\$ 44,525.08	\$ -	\$ -	\$ -	\$ -
12	SHRT TRM PAVT MK REM	SQ FT	2,721	\$ 9.00	\$ 24,489.00	\$ 5.96	\$ 16,217.16	\$ -	\$ -	\$ -	\$ -
13	RAISED REFL PAVT MKR	EACH	586	\$ 42.00	\$ 24,612.00	\$ 39.22	\$ 22,982.92	\$ -	\$ -	\$ -	\$ -
14	RAISED REF PVT MK REM	EACH	586	\$ 50.00	\$ 29,300.00	\$ 47.45	\$ 27,805.70	\$ -	\$ -	\$ -	\$ -
15	CL D PATCH T4 6	SQ YD	2900	\$ 200.00	\$ 580,000.00	\$ 182.06	\$ 527,974.00	\$ -	\$ -	\$ -	\$ -
16	TRAF CONT & PROT SPL	L SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 38,515.00	\$ 38,515.00	\$ -	\$ -	\$ -	\$ -
17	MOBILIZATION	L SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 44,810.00	\$ 44,810.00	\$ -	\$ -	\$ -	\$ -

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:

Washington Road District, Section 24-19000-02-GM (Bituminous Surface Treatment Class A-2 of various roads in Washington Road District): To R.A. Cullinan & Son, a Div. of UCM, Inc., in the amount of \$152,359.78, 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 and authorizes the County Engineer to execute the necessary documents, subject to approval of the appropriated Motor Fuel Tax funds by the Illinois Department of Transportation, as recommended by the Transportation Committee.

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

PASSED THIS 26TH DAY OF JUNE, 2024

ATTEST:

County Clerk

County Board Chairman

**STATE OF ILLINOIS
TABULATION OF BIDS**

Tazewell County Washington R.D. Sec. 24-19000-02-GM						DATE: June 17, 2024		R.A. Cullinan & Son			
APPROVED ESTIMATE: \$ 195,848.00						BID: \$ 152,359.78		BID: \$ -		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BIT MATLS PR CT (MC-30)	TON	26	\$ 2,300.00	\$ 59,800.00	\$ 1,443.74	\$ 37,537.24	\$ -	\$ -	\$ -	\$ -
2	BIT MATLS C&S CT (PG46-28)	TON	62	\$ 1,600.00	\$ 99,200.00	\$ 1,260.39	\$ 78,144.18	\$ -	\$ -	\$ -	\$ -
3	COVER COAT AGG (CA-14)	TON	624	\$ 52.00	\$ 32,448.00	\$ 52.48	\$ 32,747.52	\$ -	\$ -	\$ -	\$ -
4	TRAF CONT & PROT SPL	L SUM	1	\$ 4,400.00	\$ 4,400.00	\$ 3,930.84	\$ 3,930.84	\$ -	\$ -	\$ -	\$ -

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, the County Engineer has recommended resurfacing of North Main St. from US Route 24 northerly to the County Line; and

WHEREAS, the County of Tazewell desires to pursue federal grant funding for the North Main St. resurfacing project through the Tri-County Regional Planning Commission (TCRPC) Surface Transportation Block Grant (STBG) Preservation Set-Aside Program for FY 2027 & 2028;

WHEREAS, a requirement of the STBG application is the County’s commitment of its local funds to pay at least 20% of the total construction costs and all engineering fees;

THEREFORE BE IT RESOLVED that the County Board shall fully commit funds to pay at least 20% of the total construction costs and all engineering fees for the North Main St. resurfacing project as recommended by the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, Tri-County Regional Planning Commission, and County Engineer of this action.

PASSED THIS 26TH DAY OF JUNE, 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 County Engineer has recommended widening along with shoulder and resurfacing improvement of Muller Road (CH 22) from approximately 630 feet east of Pinecrest Drive in East Peoria to the west right-of-way line of Jay Avenue in Morton for fiscal year 2028; and

WHEREAS, the County of Tazewell desires to pursue federal grant funding for the Muller Road widening and resurfacing project through the Tri-County Regional Planning Commission (TCRPC) Surface Transportation Block Grant (STBG) Traditional Program for FY 2027 & 2028;

WHEREAS, a requirement of the STBG application is the County’s commitment of its local funds to pay at least 30% of the total construction costs as well as all engineering fees and right-of-way costs;

THEREFORE BE IT RESOLVED that the County Board shall fully commit funds to pay at least 30% of the total construction costs as well as all engineering fees and right-of-way costs for the Muller Road widening and resurfacing project as recommended by the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, Tri-County Regional Planning Commission, and County Engineer of this action.

PASSED THIS 26TH DAY OF JUNE, 2024

ATTEST:

County Clerk

County Board Chairman

TAZEWELL COUNTY LAND USE COMMITTEE
SUMMARY OF COMMITTEE AGENDA
JUNE 4, 2024 Meeting
TO BE PRESENTED TO THE TAZEWELL COUNTY BOARD ON
JUNE 26, 2024

LU-24-10

CASE NO. 24-21-Z The petition of Clayton Moushon for a Map Amendment to the Official Fondulac Township Zoning Map of Tazewell County to change the zoning classification of property from a R-1 Low Density Residential Zoning District to an I-1 Light Industrial Zoning District.

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

**COMMITTEE REPORT
LU-24-10
(ZBA Case No. 24-21-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. 24-21-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 _____ day of _____, 2024.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV,
CHAPTER 157, ZONING - CODE OF TAZEWell COUNTY
ON PETITION OF CLAYTON MOUSHON**

(Zoning Board Case No. 24-21-Z)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, By Clayton Moushon for an Amendment to the Official Fondulac Township Zoning Maps of Tazewell County to change the Zoning Classification of property from a R-1 Low Density Residential Zoning District to an I-1 Light Industrial Zoning District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 24-21-Z as held by the Tazewell County Zoning Board of Appeals on June 4, 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 within the general area of the property in question there are I-1 districts. Therefore, the proposed amendment conforms to the context of the neighborhood.

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

(POSITIVE) The proposed amendment conforms to the existing uses within the general area of the property in question. Since I-1 districts are designated to provide light industrial or related uses, the operation of a distilling operation would conform to the existing uses in the neighborhood.

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

(POSITIVE) The general area of the property in question contains uses such as Waste Management and Pleasant Valley LLC. The proposed amendment to operate a distilling operation would be consistent with the existing uses and zoning of the general area which is I-1.

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

(POSITIVE) The zoning classifications that exist in the general area are mostly I-1 districts and East Peoria. Therefore, the proposed amendment would provide more consistency 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) The property in question is zoned R-1, which does not allow the operation of a distilling operation as either a permitted or special use.

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

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) By rezoning the property in question to I-1, the applicant would be able to operate a distilling operation.

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) There are no anticipated development changes happening with the surrounding areas. The petitioner intends to continue grow grain on the surrounding property for the distillation process.

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) If the proposed amendment is denied then the applicant would not be able operate the distillery.

- 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 property in question will be more consistent with the zoning within the neighborhood. Also, the applicant will be able to start a new business on their property, giving a boost to the local economy. If denied the applicant would not be able to start a new business.

- 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 Clayton Moushon for a Map Amendment to the Official Fondulac Township Zoning Map of Tazewell County to change the zoning classification of property from a R-1 Low Density Residential Zoning District to an I-1 Light Industrial Zoning District for the following described property:

P.I.N. 01-01-36-100-018; an approximate 6.06 acre parcel located in part of the NW ¼ of the NW ¼ of Sec 36, T26N, R4W of the 3rd PM, Fondulac Twp., Tazewell Co., IL;

located immediately East and adjacent to 21920 Farmdale Rd., East Peoria, IL is hereby granted.

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

PASSED AND ADOPTED this _____ day of _____, 2024.

Ayes _____ Nays _____ Absent _____

ATTEST:

Chairman, County Board
Tazewell County, Illinois

County Clerk
Tazewell County, Illinois

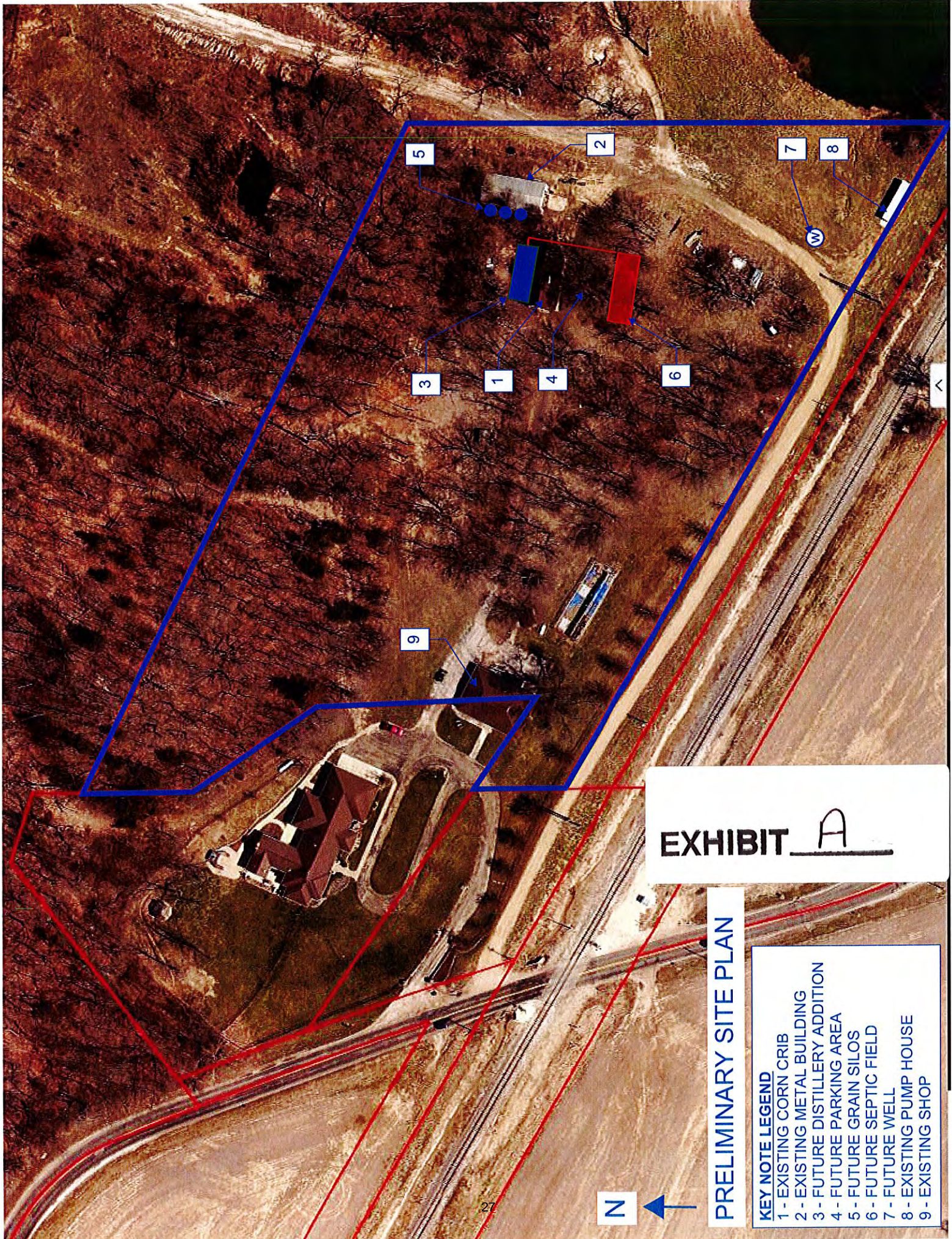


EXHIBIT A

PRELIMINARY SITE PLAN

- KEY NOTE LEGEND**
- 1 - EXISTING CORN CRIB
 - 2 - EXISTING METAL BUILDING
 - 3 - FUTURE DISTILLERY ADDITION
 - 4 - FUTURE PARKING AREA
 - 5 - FUTURE GRAIN SILOS
 - 6 - FUTURE SEPTIC FIELD
 - 7 - FUTURE WELL
 - 8 - EXISTING PUMP HOUSE
 - 9 - EXISTING SHOP



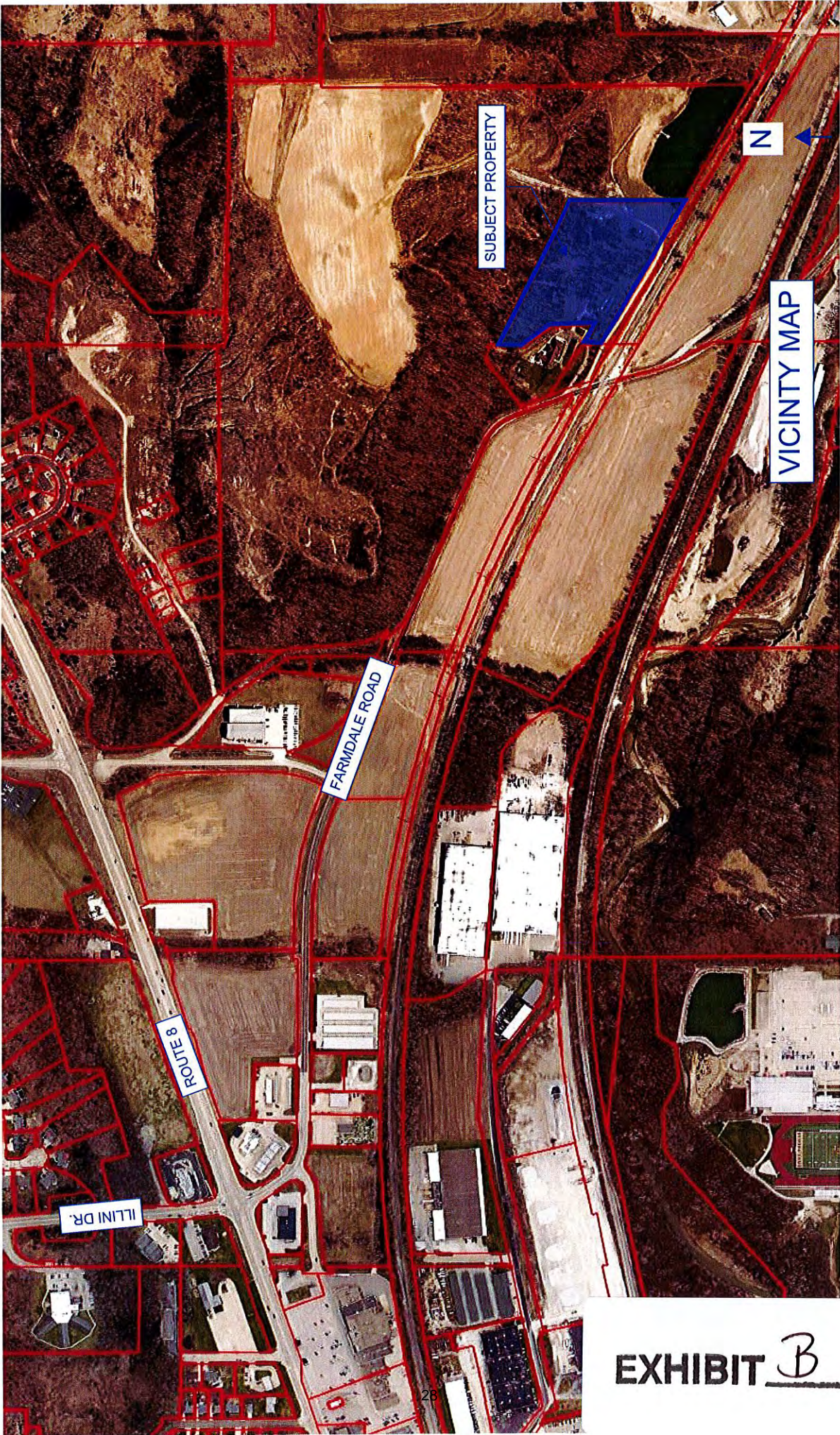


EXHIBIT B

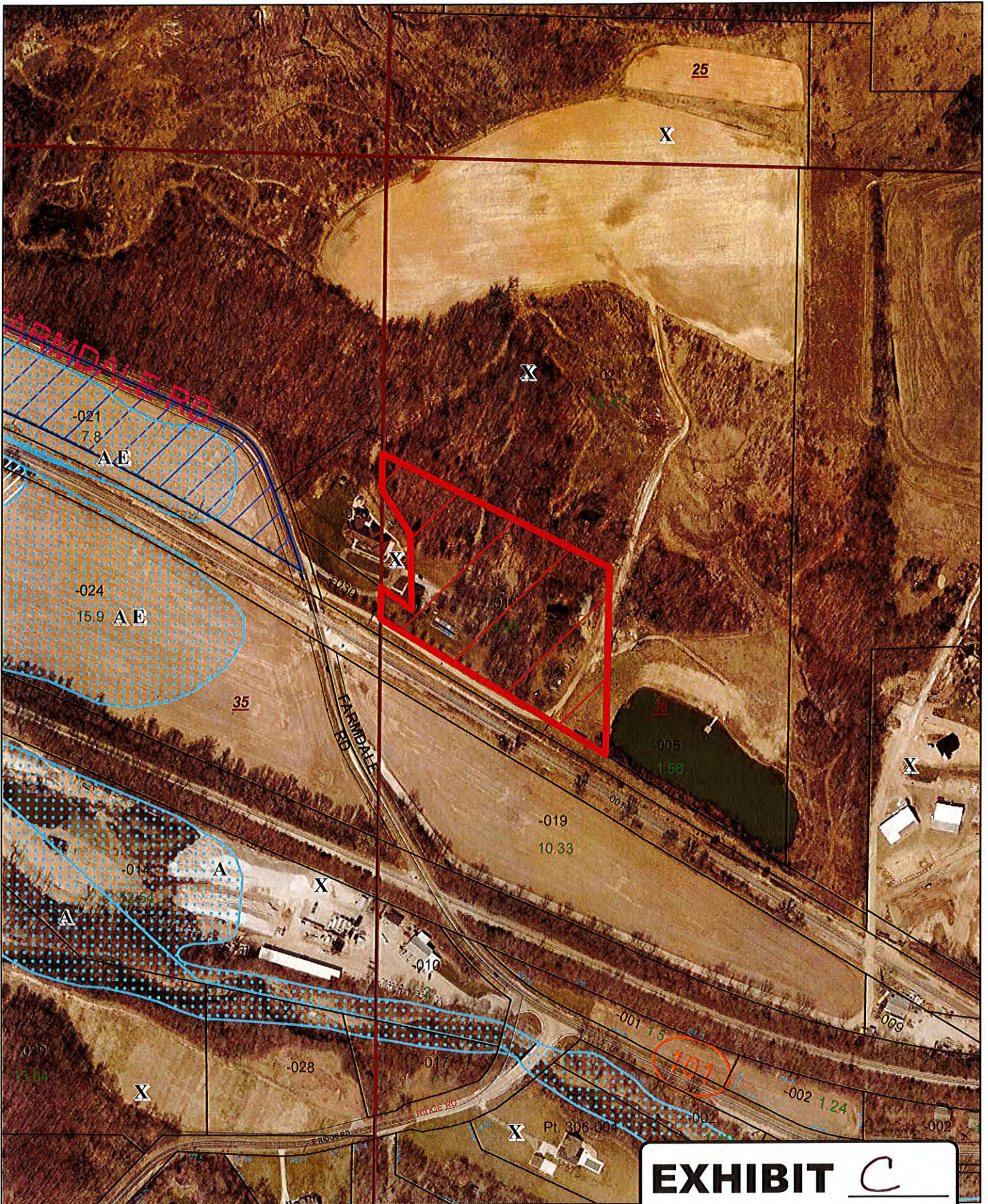
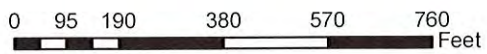


EXHIBIT C



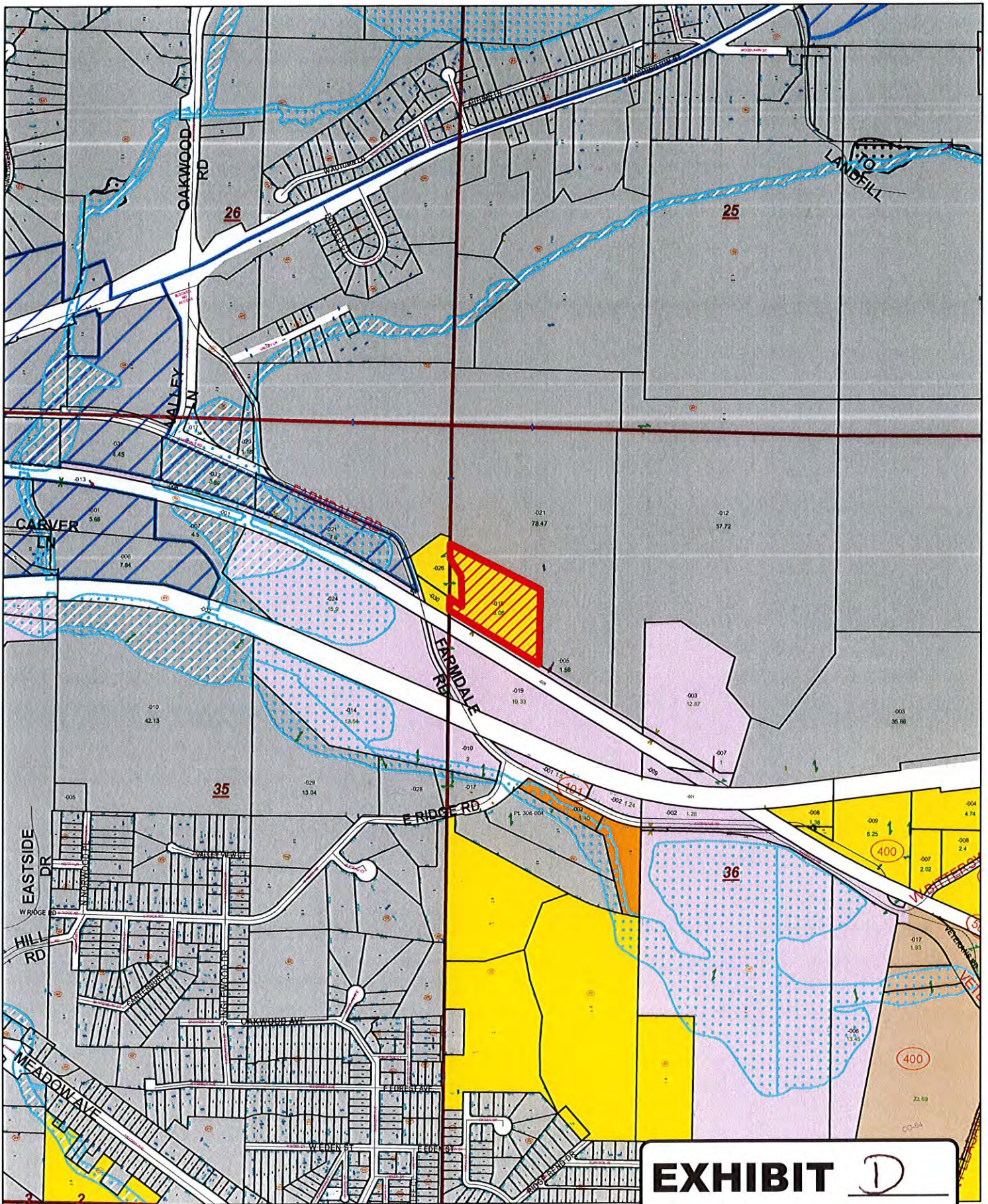









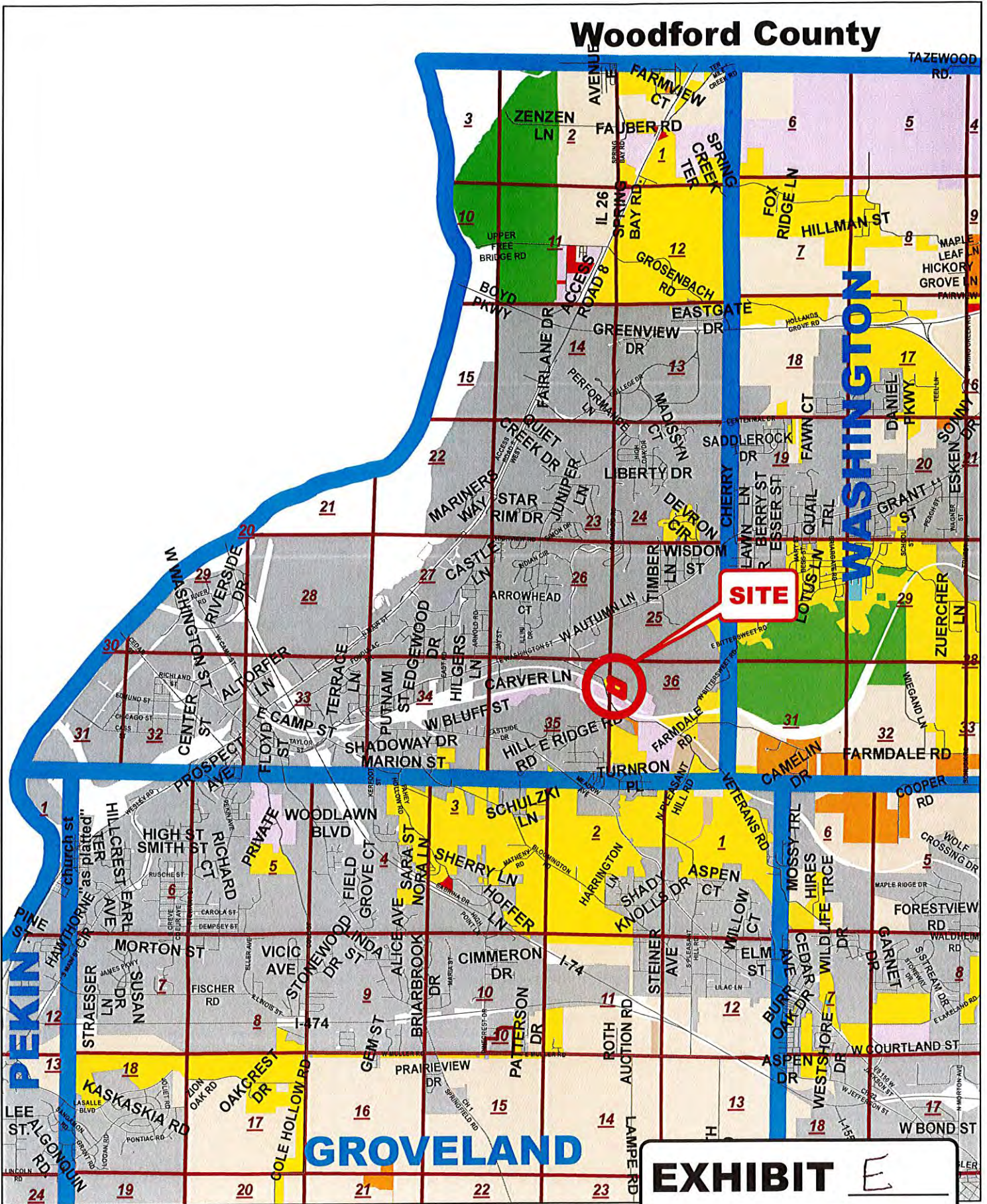


EXHIBIT D

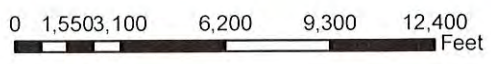
Zoning District	
	A-1
	C-1
	CITY
	I-1
	R-1
	R-R
	AG Area
	A-2
	C-2
	CONS
	I-2
	R-2

Woodford County



SITE

EXHIBIT E



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

COMMITTEE REPORT

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 an amendment to the cleaning contract with Vonachen Services, Inc.; and

WHEREAS, the County Board approved a cleaning contract with Vonachen Services, Inc. in March 2020; and

WHEREAS, the cleaning services will be services will be provided at the McKenzie Building, Old Post Office, Justice Center, and Courthouse; and

WHEREAS, the contract is for a one-year extension at the following costs:

Building	Monthly Billing
McKenzie Building	\$2,322.10
Post Office	\$1,745.70
Justice Center	\$7,775.90
Courthouse	\$5,618.80

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

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

PASSED THIS 26TH DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Amendment #1

The purpose of this memorandum is to advise that Tazewell County, pursuant to paragraph 19 of the 2020 contract for cleaning services between Vonachen Services and Tazewell County now desires to exercise a one-year Contract Extension Agreement for cleaning services for the Tazewell County Justice Center and Court House.

Both parties shall agree to extend the original contract and all contract requirements as stated for an additional twelve (12) month period.

This Contract Extension Agreement shall commence as of May 1, 2024 and extend to April 30, 2025 between Vonachen Services 8900 N Pioneer Rd, Peoria Illinois and Tazewell County, 11 S. Fourth St, Pekin Illinois.

This Extension shall be binding and beneficial to both parties. The memorandum, including the original contract shall be the entire agreement between both VSI and Tazewell County.

All other terms and conditions of the original contract shall remain unchanged.

In consideration of the Services, Customer shall pay to Company the following monthly billing rate, in accordance with the payment terms of the Service Agreement:

Fee if Paid by Check or ACH

Building	Monthly Billing
McKenzie Building	\$ 2,322.10
Post Office	\$ 1,745.70
Justice Center	\$ 7,775.90
Courthouse	\$ 5,618.80

A 3% fee will be added to the invoice amount for credit card payments.

By (Sign) _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

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 construct a prefabricated metal building to be located at the Tremont campus; and

WHEREAS, the following bids for Project #2024-P-11 were submitted for review: Blunier Builders, Inc., Hein Construction Co., Inc., First Build Associates, Inc., and GIVSCO. Blunier Building, Inc. was deemed the best bid option at the cost of \$205,600 plus the optional cost for 5" thick concrete aprons for an additional \$4,000 for a total project cost of \$209,600; and

WHEREAS, this is under the budgeted amount of \$225,000; and

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

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, the Finance Director, Sheriff's Office, and the Auditor of this action.

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County
 Project #2024-P-11
 Metal Storage Building in
 Tremont

Date Opened: 06/14/2024

Bidder:	Blunier Builders, Inc.	Hein Construction Co., Inc	First Build Associates, Inc	GIVSCO
Date/Time Received:	06/14/2024 @ 1:20 PM	06/14/2024 @ 1:51 PM	06/14/2024 @ 1:52 PM	06/14/2024 @ 1:59 PM
Base Bid: including all material costs, labor, freight, disposal of removed materials, repairs, etc.	Opt. 1: \$ 187,600 Opt. 2: 187,600+18,000=\$205,600 Opt. 3: 187,600+29,000=\$216,600	Opt. 1: \$254,000 Opt. 2: \$270,500 Opt. 3: \$279,700	Opt. 1: \$245,900 Opt. 2: \$257,800 Opt. 3: \$270,000	Opt. 1: \$234,000 Opt. 2: \$245,000 Opt. 3: \$260,000
Optional Cost/Considerations:	\$4,000 5" thick concrete aprons	N/A	\$25,000 for concrete apron in front of overhead doors	\$3,000 - Architectural Drawing \$5,000 - Engineering Drawing
Name of Manufacturer & Model of proposed prefabricated building & doors	Blunier Builders	FBI Buildings, Inc. Raynor SteelForm 5-24C	EPS	Mansea Metal
Warranty Terms:	Steel Warranty - 40 Years	5 Year - Workmanship 40 Year - Kynar Finish 25 Year - Metal Panel Material defect	See Bid Documents	1 Year - Craftsman See Bid Document for Metal warrantee details
Start Date:	Fall-Winter 2024	July 8, 2024	July 29, 2024	Mid-Late August
Completion Date/Number of Days to Completion:	15 days from start of framing	November 22, 2024 (138 days)	90 Days	40-50 Working Days - Excluding Weather Delays
References provided:	Yes	Yes	Yes	Yes

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 medical grade options for sheet vinyl flooring and commercial grade carpet tiles in the Tazewell County Health Department Building, 1800 Broadway, Pekin, Illinois 61554; and

WHEREAS, the following bids for Project #2024-P-12 were submitted for review: Mazarini, Inc., Tiles in Style LLC, d/b/a Taza Construction, and Empire Today. Empire Today was deemed the best bid option at the project cost not to exceed \$157,564.10. The cost will be contingency upon the specific style and grade of flooring chosen; and

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

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, the Finance Director, and the Auditor of this action.

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County

Project # 2024-P-12

Flooring & Installation at 1800

Broadway in Pekin

Date Opened: 06/14/2024

Bidder:	Mazarini Inc	Tiles in Style LLC Db a Taza Construction	Empire Today		
Date/Time Received:	06/11/2024 @ 9:20 AM	06/12/2024 @ 9:35 AM	06/13/2024 @ 9:22 AM		
Base Bid: including all material costs, labor, freight, disposal of removed materials, repairs, etc.	\$168,333.33	\$154,786.00	\$114,696.13 to \$157,564.10		
Optional Cost/Considerations:	N/A	N/A	Medical Grade Vinyl Flooring: Combinations of wood-look & pattern flooring may be used to separate areas, e.g. wood hallways & pattern nursing areas & treatment/consulting		
Name of Manufacturer:	Shaw	J & J Flooring Intrinsic Modular Mannington - 6 options attached to bid	J & J Valley Modular Mohawk Philadelphia Shaw		
Rate for Time and Material Calculations:	\$315.23		See Bid Document		
Warranty Terms:	10 Years	1 Year	See Bid Document for Options		
Start Date:	ASAP	within 2-4 weeks	3-9 weeks from date of award depending on product availability		
Completion Date/Number of Days to Completion:	30 Days	25 - 30 Days	10-13 Days		
References provided	Yes	Yes	Yes		

**Tazewell County
Project #2024-P-12
Flooring and Installation at 1800 Broadway in Pekin
BID FORM**

Vendor/Contractor: Empire Today, LLC

Option # 1 **of** 3 **Product:** Carpet Tile for Offices & Public Areas

Base Bid including all material costs, labor, freight, disposal of removed materials, repairs, etc.	\$25,008.88	\$21,074.24	\$24,032.40	\$22,294.84	\$23,874.44	\$25,454.04
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Additional Cost/ Considerations (please specify):	None	None	None	None	None	None
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Name of Manufacturer: Style & Size	J&J - <u>Valley Modular</u> 24x24	Mohawk - <u>Academic View</u> 24x24	Mohawk - <u>Rise Up</u> 24x24	Philadelphi a - <u>Carbon Copy</u> 24x24	Shaw - <u>Diffuse Color</u> 24x24	Shaw - <u>Above Tile</u> 9x36
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Rate for Time and Material Calculations:						
Carpet Tile	\$46.36/sy	\$35.40/sy	\$43.64/sy	\$38.80/sy	\$43.20/sy	\$47.60/sy
Rate for Skim Coat:	\$1.82/sf	\$1.82/sf	\$1.82/sf	\$1.82/sf	\$1.82/sf	\$1.82/sf
Rate for 6" Vinyl Cove Base:	\$3.93/lf	\$3.93/lf	\$3.93/lf	\$3.93/lf	\$3.93/lf	\$3.93/lf
Rate for 1" Metal Transitions:	\$13.29/lf	\$13.29/lf	\$13.29/lf	\$13.29/lf	\$13.29/lf	\$13.29/lf

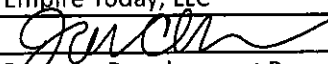
Warranty Terms	<u>All warranties are "limited"</u>	Lifetime incl stain & Lifetime	Lifetime incl stain & Lifetime	Lifetime incl stain & Lifetime	Lifetime incl stain & Lifetime	Lifetime incl stain & Lifetime
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Start Date	3-9 weeks from date of Award of Contract depending on product availability
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Completion Date/ Number of Days to Completion	10-13 days	10-13 days	10-13 days	10-13 days	10-13 days	10-13 days
--	------------	------------	------------	------------	------------	------------

*Contract will be awarded as a complete package to one bidder giving consideration to the total project cost, expected start and completion dates, etc.

Company name:
Signature:
Title:
Date:
Email & Phone Contact Information:

Empire Today, LLC

Business Development Representative
6/12/2024
johaver@empire-today.com (630) 888-7176

**Tazewell County
Project #2024-P-12
Flooring and Installation at 1800 Broadway in Pekin
BID FORM**

Vendor/Contractor: Empire Today, LLC

Option # 2 **of** 3 **Product:** Walk Off Carpet Tile for Public Vestibule

Base Bid including all material costs, labor, freight, disposal of removed materials, repairs, etc.	\$825.08					
--	----------	--	--	--	--	--

Additional Cost/ Considerations (please specify):	None					
--	------	--	--	--	--	--

Name of Manufacturer: Style & Size	Philadelphia- Succession II 24x24					
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Rate for Time and Material Calculations	\$56.32/sy					
Rate for Skim Coat:	\$1.82/sf					
Rate for Metal Thresholds, Exterior Doors:	\$9.69/lf					


Warranty Terms	All warranties are "limited"	Lifetime incl stain &				
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Start Date	3-9 weeks from date of Award of Contract depending on product availability					
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Completion Date/ Number of Days to Completion	10-13 days					
--	------------	--	--	--	--	--

*Contract will be awarded as a complete package to one bidder giving consideration to the total project cost, expected start and completion dates, etc.

Company name:
Signature:
Title:
Date:
Email & Phone Contact Information:

Empire Today, LLC

Business Development Representative
6/12/2024
johaver@empire-today.com (630) 888-7176

Tazewell County
Project #2024-P-12
Flooring and Installation at 1800 Broadway in Pekin
BID FORM

Vendor/Contractor: Empire Today, LLC

Option # 3 **of** 3 **Product:** Medical Grade Vinyl Flooring

Base Bid including all material costs, labor, freight, disposal of removed materials, repairs, etc.	\$105,369.80	\$131,284.98	\$106,676.34	\$92,796.81	\$106,981.19
	including 75lf anti crack mesh to repair crack running width of office				

Additional Cost/ Considerations (please specify)	Combinations of wood-look & pattern flooring may be used to separate areas, e.g. wood hallways & pattern nursing areas & treatment/consulting
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Name of Manufacturer:	Mannington Commercial BioSpec MD	Mannington Xpress Paradigm II	Mohawk Sislana II	Mohawk Calmness	Mohawk Juniperus
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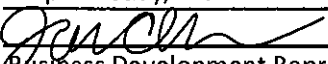
Rate for Time and Material Calculations:					
Resilient Sheet	\$114.30/sy	\$116.43/sy	\$97.19/sy	\$97.19/sy	\$97.19/sy
Rate for Skim Coat:	\$1.82/sf	\$1.82/sf	\$1.82/sf	\$1.82/sf	\$1.82/sf
Rate for 6" Vinyl Cove Base:	\$3.93/lf	\$3.93/lf	\$3.93/lf	\$3.93/lf	\$3.93/lf
Rate for 1" Metal Transitions:	\$13.29/lf	\$13.29/lf	\$13.29/lf	\$13.29/lf	\$13.29/lf
Rate for Metal Thresholds, Exterior Doors:	\$9.69/lf	\$9.69/lf	\$9.69/lf	\$9.69/lf	\$9.69/lf

Warranty Terms	<u>All warranties are "limited"</u>	12-year resilient sheet	10-year resilient sheet	10-year resilient sheet	10-year resilient sheet	10-year resilient sheet
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Start Date	3-9 weeks from date of Award of Contract depending on product availability
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Completion Date/ Number of Days to Completion	10-13 days	10-13 days	10-13 days	10-13 days	10-13 days
--	------------	------------	------------	------------	------------

*Contract will be awarded as a complete package to one bidder giving consideration to the total project cost, expected start and completion dates, etc.

Company name:	Empire Today, LLC
Signature:	
Title:	Business Development Representative
Date:	6/12/2024
Email & Phone Contact Information:	johaver@empire-today.com (630) 888-7176

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a budget transfer requested by the County Clerk & Recorder of Deeds; and

WHEREAS, the transfer of funds is to cover printing done by an outside company while the county's in-house print shop's RISO printer was down before the replacement printer was received;

- Transfer \$2,683 from Contingency (100-610-5999) to In-House Print Shop Supplies (100-602-5183).

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

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

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mindy Darcy - Fwd: Allegra Printing Cost

From: John Ackerman
To: Nick Graff
Date: 4/22/2024 11:12 AM
Subject: Fwd: Allegra Printing Cost
Cc: Mike Deluhery; Mindy Darcy

Can you please include on the next Finance Committee Agenda a request to move the following amount from the Contingency Fund. Thanks.

John C. Ackerman
Tazewell County Clerk & Recorder of Deeds

>>> Dan Sullivan 4/22/2024 11:10 AM >>>

Good Morning:

Since the print shop has been without an important piece of machinery we needed to outsource some printing for the Circuit Clerk's office.

The total cost for various court documents charged by Allegra was \$2583.00.

This amount was taken out of the print shop budget.

The new machine has been delivered and set up so we no longer need to utilize Allegra for our printing needs.

Thanks

Dan Sullivan
Chief Deputy County Clerk
Tazewell County Illinois



MARKETING • PRINT • MAIL

1107 N 8th Street • Pekin, IL 61554
(309) 353-8801 • allegra@allegrapekin.com

Invoice 70007

03/28/24

Caleb Zobrist
Tazewell County Clerks Office
11 S 4th
Suite 203
Pekin IL 61554

SHIP TO:
Tazewell County Clerks Office
11 S 4th
Suite 203
Pekin IL 61554

COPY

Acct. No	Ordered By	Phone	Fax	P.O. No.	Prepared By	Sales Rep
7730	Caleb Zobrist	309-477-2201			Ashley	

Quantity	Description	Price
2,000	Order for Continuance	1,306.49

Received by _____ Date _____

Terms	Subtotal	Shipping	Postage	Tax	Total	PAID	BALANCE
C.O.D.	1,306.49	0.00	0.00	0.00	1,306.49	0.00	1,306.49

Allegra Print & Imaging · 1107 N. Eighth St. · Pekin IL 61554 · (309) 353-8801

(print# 1)



1107 N. Eighth Street • Pekin, IL 61554
 Phone 309.353.8801 • Fax 309.353.2348

Invoice 70040

Date: 04/12/24

Caleb Zobrist
 Tazewell County Clerks Office
 11 S 4th
 Suite 203
 Pekin IL 61554

SHIP TO:
 Tazewell County Clerks Office
 11 S 4th
 Suite 203
 Pekin IL 61554

COPY

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep	
7730	Caleb Zobrist	309-477-2201			Ashley		
Quantity	Description					Price	
250	Payment Agreement					129.07	
250	Financial Sentencing Order 3 Pages					490.50	
250	Financial Sentencing Order 2 pages					334.90	
Received by _____ Date _____							
Terms	Subtotal	Shipping	Postage	Tax	Total	PAID	BALANCE
C.O.D.	954.47	0.00	0.00	0.00	954.47	0.00	954.47



1107 N. Eighth Street • Pekin, IL 61554
 Phone 309.353.8801 • Fax 309.353.2348

Invoice 70117

Date: 04/18/24

Caleb Zobrist
 Tazewell County Clerks Office
 11 S 4th
 Suite 203
 Pekin IL 61554

SHIP TO:
 Tazewell County Clerks Office
 11 S 4th
 Suite 203
 Pekin IL 61554

COPY

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep	
7730	Caleb Zobrist	309-477-2201			Ashley		
Quantity	Description					Price	
100	Sentencing Order 4 pages					448.27	
Received by _____ Date _____							
Terms	Subtotal	Shipping	Postage	Tax	Total	Paid	BALANCE
C.O.D.	448.27	0.00	0.00	0.00	448.27	0.00	448.27

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 outsourcing the Vote-By-Mail mailing operations to KnowInk for the November 2024 Presidential election as requested by the County Clerk; and

WHEREAS, the County Clerk will have 7,495 Vote-By-Mail ballots mailed out on September 26, 2024 to their Permanent Vote-By-Mail users; and

WHEREAS, the County Clerk is required to mail Vote-By-Mail notifications to all registered voters on August 7, 2024 which will increase further the total Vote-By-Mail request they receive; and

WHEREAS, it is estimated that the County Clerk will mail 12,000 ballots; and

WHEREAS, the current cost for sending each ballot excluding employee time equals \$2.51, as shown on the attached breakdown, which would cost \$30,120 for 12,000 ballots; and

WHEREAS, the bulk mailing cost for each ballot through KnowInk equals \$3.93, with the cost of \$4.25 for mailings under 200 pieces, which is estimated to cost \$48,601.60 for 12,000 ballots; and

WHEREAS, the County Clerk has stated that an unbudgeted new ballot printer would be needed at a cost of \$5,750 if mailing was continued to be done in-house; and

WHEREAS, the County Clerk is not expecting to reduce personnel costs with the outsourcing of the Vote-By-Mail function; and

WHEREAS, the County Clerk is not requesting approval of the contract with KnowInk, but rather for the County Board to acknowledge this unbudgeted change and the County Clerk requests moving forward and transferring funds to his budget following the end of the year to cover from contingency any cost overtures from not budgeting this expenses.

THEREFORE BE IT RESOLVED that the County Board approve the request to outsource Vote-By-Mail mailing operations to KnowInk.

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

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

KNOWiNK Pricing to Tazewell-

Under 2,500.	\$5.25
2,500 – 5,000.	\$4.55
5,001-10,000.	\$3.90
10,001-15,000.	\$3.75
15,001-20,000.	\$3.60
20,001-50,000.	\$3.25
Over 50,000.	\$2.95

+ non-profit pre-sorted postage - \$0.18 each (est)

This applies to all mail drops of 200 or more. Anything less will be at the First Class Stamp rate and will be invoiced for it.

On Demand Absentee Program

File upload to Modern Litho and ballots usually in the mail within 24-48 hours

**Not including the larger preregister absentee lists*

Bid Specifications**Process VR data file**

Data duplicate check

CASS Certify and Presort

Create IMB tracking and voter ballot tracking

Setup and manage tracking websites

Provide statistics on ballots printed and mailed including USPS scanning and deliveries

Provide statistics on voter website tracking visits

Qualify non profit status to get postage rate of under \$0.20 per piece

Outer Envelope -1 window on front and 1 on back

Size: 9.25x6"

Colors: 2 color 1 side

Stock: 24# Uncoated Offset

Return Envelope

Size: 8.75x5.75"

Colors: Black over Black and 1 PMS

Stock: 24# Uncoated Offset

Instruction Sheet

Size: 5.5x8.5"

Colors: 6 Printed Colors

Front - yellow, k, red, blue

Back - flood yellow, k



Material: Platinum Semi-gloss/ST95/3.2 SCK Lay Flat with "I Voted" sticker

-or-

70# white uncoated (without "I Voted" sticker)

Ballot

Size: 8.5x11 – 8.5x17" (or up to a 22.5" ballot)+ 3.5" tab for mail panel

Colors: Black over Black

Stock: 80# Uncoated text

This does not include the Non-Profit Postage of as low as \$0.18 and if a third security envelope will be an additional \$0.20, if needed or requested.

KnowInk Vote-by-Mail Services vs. In-House Processing Analysis

(based on pricing supplied by the County Clerk)

2024 General Election Costs			
	In-House Cost	KnowInk Cost	
	From County Clerk	Bulk Mailings/Initial Mailing	Subsequent Mailings of Less than 200 Pieces
Postage	1.87	0.18	0.50
Envelopes	0.29		
I Voted Sticker	0.06		
Inserts	0.04		
Ballot Paper	0.05		
Printing	0.20		
Package price		3.75 *	3.75 *
Total Cost	2.51	3.93	4.25
Volume - initial mailing	7,495	7,495	
Volume - Subsequent (est.)	4,505		4,505
Volume Total	12,000	7,495	4,505
Cost Per Category	30,120.00	29,455.35	19,146.25
Total Ballot Mailing Cost (excluding in-house personnel costs & new printer)	30,120.00	48,601.60	
If left in-house, new ballot printer will need to be purchased	5,750.00		
Estimated Total Costs (excluding in-house personnel costs)	35,870.00	48,601.60	

*cost for first year; could be \$3.90 in future years based on volume

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 following increases to the following Animal Control budget lines:

Increase 231-530-4097 Conference and Travel Reimbursement - \$3,410

Increase 231-530-5410 Travel Expense - \$3,410

WHEREAS, the increases acknowledge the receipt of an unbudgeted scholarship for Libby Aeschleman and Jordan VonRohr to attend the Best Friends National Conference in Orlando, Florida July 11-13, 2024; and

WHEREAS, this action does not represent an additional appropriation of funds by the County Board, it solely represents recognizing the increase of available expenditure funds within the Animal Control's budget, as well as a corresponding increase in the revenue budget.

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

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

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County Animal Control

Libby Aeschleman, Director

21314 IL RT 9

Tremont, IL 61568

Phone: (309)-925-3370

Fax: (309)-925-3633



DATE: May 14, 2024

To: Nick Graff, Finance Chairman

FROM: Libby Aeschleman, Animal Control Director

SUBJECT: Line Item Request

I am respectfully requesting the following for FY24:

\$3,410 scholarship to be deposited in Conference and Travel Reimbursement line (231-530-4097).

- This deposit will cover the unexpected expense of traveling to Best Friends Animal Society conference in Orlando, FL in July of 2024. Funding for this conference was received in May 2024 as a Scholarship for 2 Animal Control employees to attend this conference. It will cover all travel and lodging expenses.

Thank you for your consideration.

Libby Aeschleman
Director, Animal Control

Cc: Mike Deluhery, County Administrator
Sandra Gulette, Chief Clerk/Secretary to the County Board
Mindy Darcy, Finance Director
Brett Grimm, Auditor

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

Hello,

We are very excited to inform you that you have been awarded a scholarship to attend this year's Best Friends National Conference in Orlando, FL from July 11-13! We at Best Friends feel you play a key role in getting your organization to 90%, and we hope that by attending our conference, you can connect with other leaders, engage in top-tier learning, and bring actionable lifesaving strategies back to your community.

As a scholarship recipient, you will receive a stipend of \$2,000, including conference registration. Once you complete

this

form to accept the scholarship, you will receive a code to register for the conference for free, and then the remaining \$1705 will be sent to your organization

to pay for travel and lodging expenses.

We hope you are as excited about this opportunity to connect through learning as we are. Any questions? Feel free to reach out at

conferences@bestfriends.org.

The deadline to accept this scholarship is April 29.

Hope to see you in Orlando!

The Best Friends Conference Team
bestfriends.org



Dear Libby Aeschleman,

Thank you so much for registering for the Best Friends National Conference, taking place **July 11-13 in Orlando, Florida**. During this exciting event, you'll learn the latest actionable tools and data-driven techniques to take home and immediately start saving more dogs and cats in your community to reach or sustain a no-kill status in 2025.

Below are the current registration details we have on file to print on your official conference badge.

Confirmation Number: JKNV2CYVYPL

Name of Attendee: Libby Aeschleman Aeschleman

First name to print on your name badge (if different from above): Libby

Organization: Tazewell County Animal Control

Title: Director

Home city/state: Glasford, IL

Region: Midwest: IL, IN, MI, OH, WI, WV

Order Details

Libby Aeschleman Aeschleman		
Order #: KMNDKDRC793		
Order Date: 03-May-2024		
Invoice #: 052024-0839-0675		
Amount Paid: \$0.00		
Amount Due: \$0.00		
Item	Quantity	Price
Admission Item		
Conference Registration	1	\$0.00
	Subtotal	\$0.00

file:///C:/Users/LAeschleman/AppData/Local/Temp/XPgrpwise/66350A4CTazewellMAIN1... 5/9/2024

Dear Jordan,

Thank you so much for registering for the Best Friends National Conference, taking place **July 11-13 in Orlando, Florida**. During this exciting event, you'll learn the latest actionable tools and data-driven techniques to take home and immediately start saving more dogs and cats in your community to reach or sustain a no-kill status in 2025.

Below are the current registration details we have on file to print on your official conference badge.

Confirmation Number: DTNQK5B2ZKR

Name of Attendee: Jordan VonRohr

First name to print on your name badge (if different from above): Jordan

Organization: Tazewell County Animal Control

Title: Kennel Services Lead

Home city/state: Bartonville, IL

Region: Midwest: IL, IN, MI, OH, WI, WV

Order Details

Jordan VonRohr Order #: NJNP55VQ834		
Order Date: 03-May-2024 Invoice #: 052024-0841-0677 Amount Paid: \$0.00 Amount Due: \$0.00		
Item	Quantity	Price
Admission Item		
Conference Registration	1	\$0.00
	Subtotal	\$0.00

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize budget transfers for the Emergency Management Agency; and

WHEREAS, Emergency Management Agency has received a \$10,000 donation; and

WHEREAS, Emergency Management Agency is requesting the following budget increases:

- Increase 100-220-4711 Donations - \$10,000
- Increase 100-220-5557 Miscellaneous Equipment - \$10,000

WHEREAS, this action does not represent an additional appropriation of funds by the County Board, it solely represents recognizing the increase of available expenditure funds within the Emergency Management Agency's budget, as well as a corresponding increase in the revenue budget.

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

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

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

TAZEWELL COUNTY EMERGENCY MANAGEMENT AGENCY

21304 Illinois Route 9 Tremont IL 61568

tazewellema.org 309.925.2271



To: Mindy Darcy, Assistant Administrator & Finance Director

From: Dawn Cook, TC EMA

Subject: Enbridge Pipeline - Community Safety Grant

Date: June 6, 2024

Tazewell County EMA received a Community Safety Grant through Enbridge Pipeline in the amount of \$10,000. The request was for a grant to be used towards the purchase of a utility terrain vehicle to be used primarily for the TC EMA Search & Rescue/UAV team. TC EMA was awarded a grant, and funds were electronically deposited to Tazewell County as noted by the TC Treasurer' office.

This memo requests that TC EMA revenue and expense lines be adjusted.

The revenue line affected would be: 100-220-4711 (Donations)

The expense line affected would be: 100-220-5557 (Miscellaneous Equipment)

TC EMA has received 3 quotes for a UTV. The 3 quotes were sent to the Administrator Deluhery for approval as required in the TC purchasing ordinance. The low bid by World of Sports was \$10,487.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the annual purchase of network, computer, and email licensing; and

WHEREAS, the County is in the process of replacing the technology used for these licenses, and the length of licensing needed has been dependent on the implementation timeline; and

WHEREAS, it has been determined that a six-month licensing period would be in the best interests of the County to provide sufficient time to complete the technology upgrades and to access the environment through the end of the year; and

WHEREAS, vCloudTech has been the lowest bidder for the annual network licensing for the last three years, with last year's bid totaling \$74,561.70; and

WHEREAS, the IT department has worked with vCloudTech to obtain specialized pricing for six-month licensing at a cost of \$48,942.50; and

WHEREAS, given the timeline for new technology implementations and specialized nature of obtaining licensing for under one year, the Board finds that the licensing purchase is not conducive to competitive bidding and it is in the best interests of the County to purchase the six-month licensing from vCloudTech; and

WHEREAS, the Software Maintenance account (100-611-5200) will be used to pay for the cost of licensing which are appropriated in the FY24 budget.

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 Network Administrator, Finance Department and the Auditor of this action.

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



TO: Scott Hizey
Network Administrator
Tazewell County
11 S 4th Street
Room 107, Mckenzie Bldg
Pekin, IL 61554 USA

Email: shizey@tazewell.il.gov

Phone: (309) 478-5849

From: vCloud Tech Inc.
henry Martin
609 Deep Valley Drive Suite 200
Rolling Hills Estates, CA 90274

Email: hmartin@vcloudtech.com

Phone: (833) 482-5683

Terms FTIN: 46-3104792
Shipping: Destination
Payment Terms: Net 30
Cage Code: 77T86
DUNS No: 079508688
Contract: OM
Credit Cards: VISA/MASTER
Credit Card Fees May Apply
Sales Tax May Apply

Quote No: 14851
Quote Date: 6/13/2024
Quote Expiry: 6/30/2024
RFQ: N/A
Shipping: Virtual delivery
Total Price: \$ 48,942.60

Line No.	Part No.	Description	Qty	Unit	Extended
1	SP-AB887	ZENworks Suite per User/Device SW E-LTU Tazewell County II Finance Dept Start Date: 07/01/2024 End Date: 12/30/2024 Serial Number: 8010075 Support ID: O-1984266	430	\$ 113.82	\$ 48,942.60
2	Open Workgroup Suite	Open Workgroup Suite- FOC Entitlement Bundle 3 Start Date: 07/01/2024 End Date: 12/30/2024 Serial Number: 8010075 Support ID: O-1984266	430	\$ -	\$ -
				Subtotal	\$ 48,942.60
				Sales Tax	\$ -
				Total	\$ 48,942.60

T&C May Apply

COMMITTEE REPORT

F-24-25

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Transfers for Community Development:

WHEREAS, the transfer of funds is to cover the cost of replacement struts and stabilizer bar on the 2012 Ford Edge (code enforcement vehicle); and

- Transfer \$1,100.00 from Gasoline (100-300-5130) to Vehicle Maintenance Line Item (100-300-5320)

WHEREAS, the transfer of funds is to cover the unanticipated cost of the secondary electrical inspector as the primary in the absence of a full time inspector.

- Transfer \$10,000.00 from Personnel – Building Inspection (100-300-5026) to Contractual Inspections Line Item (100-300-5210)

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

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

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



**COUNTY OF TAZEWELL
COMMUNITY DEVELOPMENT DEPARTMENT**



Jaclynn Workman, Administrator

11 South 4th Street, Room 400, Pekin, Illinois 61554

Phone: (309) 477-2235 / Email: zoning@tazewell-il.gov

TO: Chairman Graff and Finance Committee

FROM: Jaclynn Workman, Administrator

DATE: June 11th, 2024

SUBJECT: Transfer

The following cross line transfers will be needed to cover deficits in other lines within the Community Development FY24 Budget;

\$1100.00	from 100-300-5130 / Gasoline	to 100-300-5320 / Vehicle Maintenance
\$10,000.00	from 100-300-5026 Personnel – Bldg Insp	to 100-300-5210 Contractual Inspections

The vehicle maintenance transfer was to replace the struts and stabilizer bar on the 2012 Edge, code enforcement vehicle. The anticipated overage in the gasoline line is due to lack of a current full time inspector and limited daily use of the building inspection vehicle. Additionally, the transfer from personnel to contractual is to cover the unanticipated cost of the secondary electrical inspector as the primary in the absence of the full time inspector.

Thank you for your consideration. Please feel free to contact me at your convenience if you have further questions.

JW

**11 South Fourth Street ~ McKenzie Building ~ Suite 400 ~ Pekin, Illinois 61554
Phone: (309) 477-2235 ~ Fax: (309) 477-2358 ~ E-Mail: jworkman@tazewell-il.gov**

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 Open Meetings Act, 5 ILCS 120/2.06, requires in relevant part:

"The public body shall periodically, but no less than semi-annually, meet to review minutes and recordings of all closed meetings. At such meetings a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or recordings or portions thereof no longer require confidential treatment and are available for public inspection."

WHEREAS, the State's Attorney's Office has reviewed such minutes or recordings and made recommendations as detailed below, providing that all recordings of meetings herein listed as Open and shall be destroyed and the minutes of those meetings as of this date shall be available for public inspection:

County Board

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
9/24/03	Personnel/Pending Litigation	Closed
10/29/03 at 6:39 p.m.	Land Acquisition	Closed
10/29/03 at 7:03 p.m.	Probable Litigation	Closed
08/31/05	Pending Litigation	Closed
05/31/06	Land Acquisition	Closed
06/28/06	Personnel	Closed
07/26/06	Land Acquisition	Closed
06/25/08	Pending Litigation	Closed
04/24/19	Pending Litigation	Closed
5/31/23	Pending Litigation	Closed

Executive/Risk Management Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
8/1/02	Pending Litigation	Closed
1/23/03	Pending Litigation	Closed
01/21/04	Pending Litigation	Closed
04/21/04	Pending Litigation	Closed
08/18/04	Pending Litigation	Closed
10/9/06	Pending Litigation	Closed
01/23/08	Pending Litigation	Closed
05/21/08	Pending Litigation	Closed
07/30/08	Pending Litigation	Closed

09/24/08	Pending Litigation	Closed
10/22/08	Pending Litigation	Closed
04/22/09	Pending Litigation	Closed
01/20/10	Pending Litigation	Closed
8/31/11	Pending Litigation	Closed
12/14/11	Pending Litigation	Closed
01/18/12 at 4:01 p.m.	Pending Litigation	Closed
02/29/2012	Pending Litigation	Closed
1/23/13	Pending Litigation	Closed
5/22/13at 4:04 p.m.	Pending Litigation	Closed
9/18/13	Pending Litigation	Closed
10/23/13	Pending Litigation	Closed
10/23/13	Personnel	Closed
11/20/13	Personnel	Closed
02/19/14	Pending Litigation	Closed
04/30/14 at 7:04 p.m.	Pending Litigation	Closed
05/21/14	Pending Litigation	Closed
06/18/14	Pending Litigation	Closed
08/20/14	Pending Litigation	Closed
09/17/14	Pending Litigation	Closed
10/22/14	Pending Litigation	Closed
11/12/14 at 4:03 p.m.	Pending Litigation	Closed
06/17/15	Pending Litigation	Closed
07/22/15	Pending Litigation	Closed
08/19/15	Pending Litigation	Closed
10/21/15	Pending Litigation	Closed
01/20/16	Pending Litigation	Closed
03/23/16	Pending Litigation	Closed
04/20/16	Pending Litigation	Closed
05/25/16	Pending Litigation	Closed
06/29/16	Pending Litigation	Closed
08/24/16 at 4:01 p.m.	Pending Litigation	Closed
09/21/16	Pending Litigation	Closed
10/29/16	Pending Litigation	Closed
01/18/17 at 4:01 p.m.	Pending Litigation	Closed
01/18/17 at 4:15 p.m.	Pending Litigation	Closed
04/19/17	Pending Litigation	Closed
06/21/17	Pending Litigation	Closed
10/18/17	Pending Litigation	Closed
11/8/17	Pending Litigation	Closed
01/24/18	Pending Litigation	Closed
03/28/18	Pending Litigation	Closed
04/18/18	Pending Litigation	Closed
05/23/18	Pending Litigation	Closed
06/20/18	Pending Litigation	Closed
07/18/18 at 4:04 p.m.	Pending Litigation	Closed
07/18/18 at 4:47 p.m.	Personnel	Closed
08/22/18 at 4:00 p.m.	Pending Litigation	Closed
08/22/18 at 4:45 p.m.	Pending Litigation	Closed
09/19/18 at 4:00 p.m.	Pending Litigation	Closed
09/19/18 at 5:20	Personnel	Closed
10/24/18	Pending Litigation	Closed
01/23/19	Pending Litigation	Closed
03/20/19	Pending Litigation	Closed
05/22/19	Pending Litigation	Closed
07/24/19	Pending Litigation	Closed

07/31/19	Pending Litigation	Closed
10/23/19	Pending Litigation	Closed
11/14/19	Pending Litigation	Closed
01/22/20	Pending Litigation	Closed
05/20/20	Pending Litigation	Closed
01/20/21	Pending Litigation	Closed
03/24/21 at 4:01p.m.	Pending Litigation	Closed
03/24/21 at 4:37 p.m.	Land Acquisition/Leasing	Closed
05/19/21	Pending Litigation	Closed
06/23/21	Pending Litigation	Closed
07/21/21	Personnel	Closed
08/18/21	Pending Litigation	Closed
09/22/21	Land Acquisition/Leasing	Closed
02/16/22	Pending Litigation	Closed
04/20/22	Pending Litigation	Closed
05/18/22	Pending Litigation	Closed
05/25/22	Pending Litigation	Closed
07/20/22	Pending Litigation	Closed
09/21/22	Pending Litigation	Closed
09/28/22	Collective Bargaining/Salary Schedules	Closed
11/09/22	Pending Litigation	Closed
11/26/22	Pending Litigation	Closed
01/25/23	Land Acquisition/Leasing	Closed
02/15/23	Pending Litigation	Closed
03/22/23	Pending Litigation	Closed
04/19/23	Land Acquisition/Leasing	Closed
05/24/23	Land Acquisition/Leasing	Closed
05/24/23	Pending Litigation	Closed
05/31/23	Land Acquisition/Leasing	Closed
06/21/23	Land Acquisition/Leasing	Closed
06/21/23	Pending Litigation	Closed
06/28/23	Land Acquisition/Leasing	Closed
07/19/23	Pending Litigation	Closed
08/23/23	Probable Litigation	Closed
12/21/23	Security Procedures	Closed
2/21/24	Pending Litigation	Closed

Human Resources/Finance and Budget Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
9/16/03	Collective Bargaining/Salary Schedules	Closed
9/29/03	Collective Bargaining/Salary Schedules	Closed
11/18/03	Collective Bargaining	Closed
01/20/04	Collective Bargaining/Salary Schedules	Closed
02/03/04	Collective Bargaining	Closed
03/23/04	Collective Bargaining	Closed
07/20/04	Personnel	Closed
01/18/05	Collective Bargaining/Salary Schedules	Closed
10/17/06	Pending Litigation	Closed
05/19/09	Collective Bargaining/Salary Schedules	Closed
06/16/09	Collective Bargaining/Salary Schedules	Closed
07/21/09	Personnel	Closed
01/19/10	Collective Bargaining/Salary Schedules	Closed
02/16/10	Personnel	Closed

03/23/10	Personnel	Closed
04/20/10	Collective Bargaining/Salary Schedules	Closed
05/04/10	Collective Bargaining/Salary Schedules	Closed
05/18/10	Collective Bargaining/Salary Schedules	Closed
06/22/10	Collective Bargaining/Salary Schedules	Closed
06/30/10	Collective Bargaining/Salary Schedules	Closed
07/20/10	Collective Bargaining/Salary Schedules	Closed
8/17/10	Collective Bargaining/Salary Schedules	Closed
9/20/10	Collective Bargaining/Salary Schedules	Closed
10/19/10	Collective Bargaining/Salary Schedules	Closed
12/7/10	Collective Bargaining/Salary Schedules	Closed
1/18/11	Collective Bargaining/Salary Schedules	Closed
2/23/11	Collective Bargaining/Salary Schedules	Closed
4/19/11	Collective Bargaining/Salary Schedules	Closed
5/17/11	Collective Bargaining/Salary Schedules	Closed
9/20/11	Personnel	Closed
11/8/11	Collective Bargaining/Salary Schedules	Closed
12/5/11	Collective Bargaining/Salary Schedules	Closed
01/17/12	Collective Bargaining/Salary Schedules	Closed
01/25/12	Collective Bargaining/Salary Schedules	Closed
06/19/12	Collective Bargaining/Salary Schedules	Closed
07/19/12	Collective Bargaining/Salary Schedules	Closed
08/21/12	Collective Bargaining/Salary Schedules	Closed
09/18/12	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 4:09 p.m.	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 5:16 p.m.	Pending Litigation	Closed
11/5/12	Collective Bargaining/Salary Schedules	Closed
1/22/13	Collective Bargaining/Salary Schedules	Closed
2/19/13 at 4:22 p.m.	Collective Bargaining/Salary Schedules	Closed
2/27/13	Collective Bargaining/Salary Schedules	Closed
5/21/13	Collective Bargaining/Salary Schedules	Closed
10/22/13	Collective Bargaining/Salary Schedules	Closed
04/30/14 at 6:23 p.m.	Collective Bargaining/Salary Schedules	Closed
05/20/14	Collective Bargaining/Salary Schedules	Closed
06/17/14 at 5:36 p.m.	Personnel	Closed
06/17/14 at 6:06 p.m.	Collective Bargaining/Salary Schedules	Closed
07/22/14	Pending Litigation	Closed
09/16/14	Collective Bargaining/Salary Schedules	Closed
10/21/14	Collective Bargaining/Salary Schedules	Closed
11/10/14	Collective Bargaining/Salary Schedules	Closed
11/19/14	Collective Bargaining/Salary Schedules	Closed
12/10/14	Collective Bargaining/Salary Schedules	Closed
03/17/15	Collective Bargaining/Salary Schedules	Closed
03/25/15	Collective Bargaining/Salary Schedules	Closed
04/29/15	Collective Bargaining/Salary Schedules	Closed
07/21/15 at 4:45	Collective Bargaining/Salary Schedules	Closed
09/22/15	Collective Bargaining/Salary Schedules	Closed
09/30/15 at 6:34 p.m.	Collective Bargaining/Salary Schedules	Closed
10/20/15 at 3:44 p.m.	Collective Bargaining/Salary Schedules	Closed
11/09/15	Collective Bargaining/Salary Schedules	Closed
01/19/16	Collective Bargaining/Salary Schedules	Closed
08/23/16	Collective Bargaining/Salary Schedules	Closed
11/7/16 at 3:47 p.m.	Personnel	Closed
11/7/16 at 4:07 p.m.	Collective Bargaining/Salary Schedules	Closed
06/20/17	Collective Bargaining/Salary Schedules	Closed
09/27/17	Collective Bargaining/Salary Schedules	Closed

10/25/17	Collective Bargaining/Salary Schedules	Closed
01/23/18	Collective Bargaining/Salary Schedules	Closed
11/06/18	Collective Bargaining/Salary Schedules	Closed
01/22/19	Collective Bargaining/Salary Schedules	Closed
03/19/19 at 3:50	Collective Bargaining/Salary Schedules	Closed
03/19/19 at 3:54	Collective Bargaining/Salary Schedules	Closed
05/21/19	Collective Bargaining/Salary Schedules	Closed
06/18/19	Collective Bargaining/Salary Schedules	Closed
11/13/19 at 4:24	Pending Litigation	Closed
11/13/19 at 4:41	Collective Bargaining/Salary Schedules	Closed
08/18/20	Collective Bargaining/Salary Schedules	Closed
09/22/20	Collective Bargaining/Salary Schedules	Closed
11/09/20	Collective Bargaining/Salary Schedules	Closed
03/22/22	Collective Bargaining/Salary Schedules	Closed
03/30/22	Collective Bargaining/Salary Schedules	Closed
07/19/22	Collective Bargaining/Salary Schedules	Closed
08/23/22	Collective Bargaining/Salary Schedules	Closed
09/20/22	Collective Bargaining/Salary Schedules	Closed
10/18/22	Collective Bargaining/Salary Schedules	Closed
11/08/22	Collective Bargaining/Salary Schedules	Closed
04/18/23	Collective Bargaining/Salary Schedules	Closed
05/23/23	Collective Bargaining/Salary Schedules	Closed
06/20/23	Collective Bargaining/Salary Schedules	Closed
07/18/23	Collective Bargaining/Salary Schedules	Closed
08/22/23	Collective Bargaining/Salary Schedules	Closed
09/19/23	Collective Bargaining/Salary Schedules	Closed
10/17/23	Collective Bargaining/Salary Scheduled	Closed
1/23/24	Collective Bargaining/Salary Scheduled	Closed

Property Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
03/21/06	Pending Litigation	Closed
03/21/06	Land Acquisition	Closed
04/18/06	Land Acquisition	Closed
4/26/06	Land Acquisition	Closed
07/18/06	Land Acquisition	Closed
05/22/07	Pending/Imminent Litigation	Closed
07/17/07	Land Acquisition	Closed
08/21/07	Land Acquisition	Closed
10/16/07	Land Acquisition	Closed
11/14/07	Land Acquisition	Closed
06/13/08	Land Acquisition	Closed
06/17/08	Land Acquisition	Closed
07/22/08	Personnel	Closed
09/16/08	Land Acquisition	Closed
10/21/08	Land Acquisition	Closed
11/13/08	Land Acquisition	Closed
01/20/09	Land Acquisition	Closed
03/17/09	Land Acquisition	Closed
3/23/10	Land Acquisition	Closed
8/17/10	Land Acquisition	Closed
1/18/11	Land Acquisition	Closed
5/21/13	Land Acquisition	Closed
6/18/13	Land Acquisition	Closed

8/20/13	Land Acquisition	Closed
9/10/13	Land Acquisition	Closed
10/22/13	Land Acquisition	Closed
06/17/14	Pending Litigation	Closed
07/22/14	Pending Litigation	Closed
07/30/14	Pending Litigation	Closed
12/10/14	Land Acquisition	Closed
09/08/21	Land Acquisition	Closed
09/29/21	Land Acquisition	Closed
11/09/21	Land Acquisition	Closed
01/18/22	Security Procedures	Closed
02/15/22	Land Acquisition	Closed
03/22/22	Land Acquisition	Closed
03/30/22	Land Acquisition	Closed
04/19/22	Land Acquisition	Closed
05/17/22	Land Acquisition	Closed
2/20/24	Land Acquisition	Closed

Health Services Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
1/17/01	Pending Litigation	Closed
4/9/02	Pending Litigation	Closed
7/17/02	Pending Litigation	Closed
12/17/04	Pending Litigation	Closed
12/10/09	Pending Litigation	Closed
06/12/14	Personnel	Closed
08/09/18	Pending Litigation	Closed
08/12/21	Land Acquisition/Leasing	Closed

Insurance Review Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
3/18/02	Personnel	Closed
6/19/03	Personnel	Closed
6/24/04	Personnel	Closed
12/8/05	Personnel	Closed
04/06/06	Personnel	Closed
08/03/06	Personnel	Closed
02/08/07	Personnel	Closed
04/12/07	Personnel	Closed
12/8/11	Personnel	Closed
2/14/13	Risk Management	Closed
10/12/17	Risk Management	Closed
10/2/23	Personnel	Closed

Ad Hoc Rules Subcommittee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
04/14/23	Probable or Imminent Litigation	Closed

Ad Hoc Tax Subcommittee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/26/06	Personnel	Closed
11/20/06	Personnel	Closed
12/14/06	Personnel	Closed

01/04/07 Pending/Imminent Litigation Closed

Collective Bargaining/Grievance Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
4/10/13 at 11:00 a.m.	Personnel	Closed
4/10/13 at 1:01 p.m.	Personnel	Closed
5/2/13 at 1:36 p.m.	Personnel	Closed
5/2/13 at 2:12 p.m.	Personnel	Closed
10/1/13	Personnel	Closed
12/17/13 at 9:02 a.m.	Personnel	Closed
12/17/13 at 9:21 a.m.	Personnel	Closed
06/16/14	Personnel	Closed
06/26/14	Personnel	Closed
07/22/14	Personnel	Closed
09/23/14	Personnel	Closed
06/08/16	Personnel	Closed
05/11/18	Personnel	Closed
01/06/20	Personnel	Closed

Hay Group Sub-Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/24/14	Collective Bargaining/Salary Schedules	Closed

Transportation Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
11/12/19 at 9:03 a.m.	Collective Bargaining/Salary Schedules	Closed

Ad Hoc ARPA Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
08/19/21	Land Acquisition	Closed

Whereas, your Executive Committee recommends that the County Board approve the recommendation of the State's Attorney's Office regarding the six month review of closed session minutes and recordings.

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

BE IT FURTHER RESOLVED that all closed session minutes available for public inspection be placed in the appropriate minute books, the corresponding recordings be destroyed, and that such minutes and recordings remaining closed to the public shall be kept separately under seal, all within the Office of the County Clerk.

PASSED THIS 26th DAY OF June, 2024.

ATTEST:

COUNTY CLERK

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 amendment to Chapter 95: Food Establishments in the Tazewell County Code of Ordinances: and

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Health Department, the Auditor, the State's Attorney and American Legal Publishing of this action.

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Talking Points

Date: 4/5/24

FOOD ORDINANCE	COMMENT
<p>§ 95.01 DEFINITIONS.</p> <p><i>COTTAGE FOOD OPERATION.</i> An operation conducted by a person who produces or packages food or drink, other than foods and drinks listed as prohibited in Public Act 100-0035 paragraph (1.5) of subsection (b), in a kitchen located in that person's primary domestic residence or another appropriately designed and equipped kitchen on a farm for direct sale by the owner, a family member, or employee. Food and drink produced by a cottage food operation shall be sold directly to consumers for their own consumption and not for resale. Sales directly to consumers include, but are not limited to, sales at or through:</p> <ol style="list-style-type: none"> 1. farmers' markets 2. fairs, festivals, public events, or online; 3. pickup from the private home or farm of the cottage food operator, if the pickup is not prohibited by any law of the unit of local government that applies equally to all cottage food operations; in a municipality with a population of 1,000,000 or more, a cottage food operator shall comply with any law of the municipality that applies equally to all home-based businesses; 4. delivery to the customer; and 	<p>Existing definition in ordinance:</p> <p><i>COTTAGE FOOD OPERATION.</i> An operation conducted by a person who produces or packages food or drink, other than foods and drinks listed as prohibited in Public Act 100-0035 paragraph (1.5) of subsection (b), in a kitchen located in that person's primary domestic residence or another appropriately designed and equipped residential or commercial-style kitchen on that property for direct sale by the owner, a family member, or employee.</p> <p><i>A COTTAGE FOOD OPERATION</i> may ONLY sell products at a farmer's market in Illinois, unless the products have a locally grown agricultural product as the main ingredient may be sold on the farm where the agricultural product is grown or delivered directly to the consumer.</p> <p>Wording on the left is from the Public Act 102-0633, Section 5 of The Food Handling Regulation Enforcement Act. 410 ILCS 625/4 Section 4. Cottage food operation.</p> <p>Aligning ordinance with the cottage food law as far as the definition and routes of cottage food routes / locations for sale.</p>

5. pickup from a third-party private property with the consent of the third-party property holder.

§ 95.03 PLAN SUBMISSION AND APPROVAL.

(D) Prior to operating, cottage food operations must submit the full registration form, pay the registration fee, and be approved by the regulatory authority. The registration form must include:

- 1. A copy of a current Certified Food Protection Manager Certificate.**
- 2. A product label for each product category selected demonstrating compliance with labeling regulations.**
- 3. Submission of a comprehensive list of all food items being made.**
- 4. Submission of a food safety plan with appropriate pH test or USDA approved recipe for restricted items under the act.**
- 5. If on a private water supply, a copy of water test results showing satisfactory E.coli / coliform bacteria results.**

§ 95.04 ENFORCEMENT PROVISIONS.

(A) Permits

(n) Cottage food registrations must also:

- 1. Renew their registration annually prior to operating and pay the registration fee. Registration fee is non-refundable once the cottage food application review process commences.**

Per the act 1/1/2022:

A local health department shall register any eligible cottage food operation that meets the requirements of this Section and shall issue a certificate of registration with an identifying registration number to each registered cottage food operation.

These items must be renewed annually along with annual water sample.

Addition of comprehensive list of all food items to application to ensure no prohibited items are being produced.

2. Reapply if the physical location of the cottage food operation changes.

3. Meet any requirements for recipe changes or updates as listed in the public act.

**(3) Food permit fees. The annual fees for food permits shall be:
Cottage food operation \$30.00**

Cottage Food Operation Foodborne Illness Investigation Fee: Once allowed under the statute which governs cottage food operations, a cottage food foodborne illness or complaint investigation will be assessed to the cottage food operator at the health authority's staff hourly rates not to exceed two hundred fifty dollars (\$250.00) per investigation. An investigation is each separate incident requiring an investigation.

After assessing the time it takes to receive, review, approve an application, and send out the permit it takes approximately 45 min – 1.25 hour. This 1-hour time frame is the median and includes e-mails, calls, and additional recipes submitted for approval throughout the calendar year. Hard copies of registration are printed and mailed. This will require a \$30.00 registration fee (food program lead @ \$28.20 per hour + \$.64 shipping).

Per the act 1/1/2022:

A local health department may establish a self-certification program for cottage food operators to affirm compliance with applicable laws, rules, and regulation. Registration shall be completed annually and the local health department may impose a fee not to exceed \$50.

Proposed Cottage Food Registration & Renewal Fee June 2024

Food program manager hourly rate	Approximate time spent processing a new application or renewal application	Approximate time spent answering e-mails / phone calls from a single client throughout a calendar year	Approximate total time spent working with a single vendor in a calendar year	Cost of mailing physical permit and approval letter.	Proposed Fee
\$28.20	30 – 45 minutes	15 – 30 minutes	45 minutes – 1.25 hours	\$.64	\$30.00

Time to process cottage food application varies per application. The amount of time it takes to process an application depends on how many food products the vendor is producing as it takes time to review labels for prohibited food items.

After looking at the above table on the low end the fee cost would be \$21.79 and on the high end \$35.88. The median fee cost is \$28.84. The proposed fee is - \$30.00.

Per cottage food law the maximum the registration fee can be set is \$50.00

A proposed fee of \$30.00 will cover the cost of the food program manager's hourly rate and the cost of mailing out the physical permit and approval letter.



Talking Points

Date: 3/14/24

FOOD ORDINANCE	COMMENT
<p>§ 95.01 DEFINITIONS</p> <p>FOOD PANTRY. An individual site that distributes bags or boxes of food directly to those in need, and who reside in a specified area. There are three levels of food pantries:</p> <p>Level 1: Pantries with non-TCS food and TCS food that is frozen or refrigerated. Minimal food handling occurs such as bulk packaged food that is broken down and repackaged.</p> <p>Level 2: Pantries with non-TCS food and TCS food that is frozen or refrigerated.</p> <p>Level 3: Pantries with only packaged non-TCS foods such as canned and packaged dry goods and whole uncut produce.</p>	<p>Removing the distribution method as it is not limited to bags or boxes. Individuals from outside Tazewell County may come to a food pantry if in need.</p> <p>TCS – time and temperature controlled for safety. Defined in ordinance under “95.01 – Definitions” TCS foods can undergo pathogenic growth if they exceed time and temperature requirements.</p>

§ 95.04 ENFORCEMENT PROVISIONS

(C) *Inspections.*

(1) *Frequency of inspections.*

Facilities shall be inspected at least as often as prescribed by the following schedule.

(a) Category I facilities shall receive a minimum of three inspections per year, or two inspections per year if all of the following conditions are met:

1. A certified food service manager is present at all times the facility is in operation. (Incidental absences of the certified food service manager due to illness, short errands off the premises, and the like shall not constitute a violation of this section, provided there is documentation that a certified food service sanitation manager was scheduled to work at that time.);

2. Employees involved in food operations receive a HACCP training exercise, in-service training in food service sanitation, or attend an educational conference or training on food safety or sanitation.

(b) Category II facilities shall receive a minimum of one inspection per year.

(c) Category III facilities shall receive a minimum of one inspection every two years.

(d) ~~Level 1, 2 and 3 food pantry~~ shall receive a minimum of one ~~inspection per year.~~

(d) Level 1 food pantries shall receive a minimum of one routine inspection per year. A

Certified Food Protection Manager on-site to oversee breakdown, re-packaging, and distribution.

<p>Certified Food Protection Manager is required to be on-site during bulk food breakdown and re-packaging.</p> <p>(e) Level 2 food pantries shall receive a minimum of one routine inspection per year.</p> <p>(f) Level 3 food pantries are exempt from having an annual routine inspection.</p>	<p>Level 2 only doing TCS or pre-packaged food. No breakdown of food for re-packaging.</p> <p>Level 3 doing only pre-packaged and canned goods. No food handling</p>



Talking Points

Date: 5/24/23

FOOD ORDINANCE	COMMENT
<p>§ 95.04 ENFORCEMENT PROVISIONS. (C) <i>Inspections</i> (1) <i>Frequency of inspections.</i> Facilities shall be inspected at least as often as prescribed by the following schedule.</p> <p style="padding-left: 40px;">(a) Category I facilities shall receive a minimum of three inspections per year, or two inspections per year if all of the following conditions are met:</p> <p style="padding-left: 80px;">1. A certified food service manager is present at all time the facility is in operation. (Incidental absences of the certified food service manager due to illness, short errands off the premises, and the like shall not constitute a violation of this section, provided there is documentation that a certified food service sanitation manager was scheduled to work at that time.);</p> <p style="padding-left: 80px;">2. Employees involved in food operations receive a HACCP training exercise, in-service training in food service sanitation, or attend an educational conference or training on food safety or sanitation.</p> <p style="padding-left: 40px;">(b) Category II facilities shall receive a minimum of one inspection per year.</p> <p style="padding-left: 40px;">(c) Category III facilities shall receive a minimum of one inspection every two years.</p>	<p>No Changes to (C)(1).</p>

(d) Level 1, 2 and 3 food pantry shall receive a minimum of one inspection per year.

(e) Farmers markets shall receive a minimum of one inspection per year.

(f) Cottage food operations will be inspected upon a complaint or disease outbreak.

(g) The Health Authority shall inspect offsite temporary vendors minimum of once during their operating season.

(h) The Health Authority shall inspect multiple use seasonal temporary operations a minimum of once during their operating period.

(2) *Right-of-way.*

The Board of Health, after proper identification, shall be permitted to enter at any reasonable time any food service establishment or retail food store in the county for the purpose of making inspections to determine compliance with this chapter. It shall be permitted to examine the records of the establishments to obtain pertinent information pertaining to food and supplies purchased, received, or used, persons employed, sanitation standard operating procedures and HACCP plan.

(3) Refusal, Notification and Final Request for Right-of-way

(A) If a person denies right-of-way, the authorized representative shall inform the person that:

(a) The permit holder is required to allow right-of-way to the authorized representative as specified under this ordinance,

1. Right-of-way is a condition of the

****the wording in the left column will be the exact wording updated in the ordinance A (# 1- 3 and (B). It will not include reference to chapter 8 of the FDA code as this is not adopted. It will state "as specified by this ordinance."**

Justification:

****This is being modified to align with the enforcement guidelines in the 2017 FDA food code. This change meets**

<p>acceptance and retention of an annual permit to operate as specified under this ordinance, and</p> <p>2. If right-of-way is denied, an order issued by the authorized representative, hereinafter referred to as an injunction may be obtained according to law; and</p> <p>3. Make a final request for right-of-way.</p> <p>(b) If after the authorized representative presents credentials, explains the authority upon which right-of-way is requested, and makes a final request for right-of-way, if the person in charge continues to refuse right-of-way, the authorized representative shall provide details of the denial of right-of-way on an inspection report form.</p> <p>(c) If denied right-of-way to a licensed food establishment for an authorized purpose, and after complying with this ordinance, the authorized representative may issue or apply for an injunction in order to gain right-of-way as provided in law. In addition, the authorized representative may seek a temporary restraining order to cease operations until the inspection is conducted. Regardless, the board of</p>	<p>the need for notifying the permitted retail food establishment of the reason for the notice and the process taken by TCHD when access is refused by the establishment. <u>This is a part of Chapter 8 of the 2017 FDA food code not adopted by the Illinois Department of Public Health.</u></p> <p>**This change also represents work being done for Standard 1 of the FDA / NEHA grant as we are trying to be in alignment with the standards for the grant.</p> <p>**Simple steps:</p> <ol style="list-style-type: none"> 1. Introduce and define reason for visit. 2. Document denial in the form of a DHD inspection report. 3. Pursue inspection order legally, if denial continues, issue cease operation order and suspend license until inspection is conducted. <p>We <u>may</u> pursue an inspection order.</p> <p>Staying in alignment with neighboring counties (Peoria).</p> <p>This scenario does not happen often, but this does provide guidance if this ever does happen.</p> <p>This is being put in place as a what if. If we are denied access, currently there is nothing we can do legally and the facility can continue operating.</p>
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<p>health may consider suspending the license until an inspection is able to be conducted.</p> <p>(4) REFUSAL TO SIGN REPORT (a) If a person in charge refuses to sign the report, the authorized representative shall inform the person who declines, that this will not affect the license holder's obligation to correct the violation(s) noted in the inspection report within the time frames specified.</p>	<p>This means that if someone refuses to sign the report, that the facility is still liable for correcting the violation per the ordinance.</p> <p>If a facility has a priority violation, they still must fix the violation in 3 days; or if it is a priority foundation violation, they have 10 days to correct the violation.</p> <p>The refusal of signature does NOT mean that the violations do not apply to the licensed food establishment.</p>
<p>§ 95.04 ENFORCEMENT PROVISIONS.</p> <p>(G) <i>Procedure when infection is suspected.</i> When the Board of Health has reasonable cause to suspect possibility of disease transmission from any food service establishment employee, it shall secure a morbidity history of the suspected employee or make any other investigation as may be indicated and take appropriate action. The Board of Health may require one or more of the following measures:</p> <p>(1) Immediate exclusion of the employee from any food handling activities as described in the Code;</p> <p>(2) Immediate closure of the establishment concerned until, in the opinion of the Board of Health, no</p>	<p><u>Issuance of notice</u></p> <p>**This is being altered to align with the enforcement guidelines in the 2017 FDA food code. This change meets the needs for notifying the permitted retail food establishment of the reason for the notice and the process taken by TCHD restriction or exclusion is requested.</p> <p>This allows for this to happen in a timely manner and prevent suspected disease control.</p>

further danger of disease outbreaks exists;

(3) Restrictions of employee's services to some area of the establishment where there will be no danger of transmitting the disease; and/or

(4) Adequate medical and laboratory examinations of the employee or other employees and of his or their body discharges.

(H) During a public health investigation, the authorized representative may issue an order of restriction or exclusion to a suspected food employee or the permit holder without prior warning, notice of a hearing, or a hearing if the order:

(A) States the reasons for the restriction or exclusion that is ordered;

(B) States the evidence that the food employee or permit holder shall provide in order to demonstrate that the reasons for the restriction or exclusion are eliminated;

(C) States that the suspected food employee or the permit holder may request an appeal hearing by submitting a timely request as provided in law; and

(D) Provides the name and address of the board of health representative to whom a request for an appeal hearing may be made.

Enforcement provision (no change needed)

A – why are we issuing this? Illness (Reportable)?

B – What evidence do we have to issue this restriction or exclusion injunction.

Our ordinance does not allow for the timely notification when an infection is suspected for (G) 1-4 in our existing ordinance. We also enforce the Illinois Communicable Disease Code that requires reporting timelines for these issues and will dictate our notification of suspected illness.

This section is part of Chapter 8 of the 2017 FDA food code not adopted by the Illinois Department of Public Health.

Need to create a NOV to hand to the facility, have it approved by State's Attorney.



Talking Points

Date: 5/21/24

FOOD ORDINANCE	COMMENT
<p>§ 95.01 DEFINITIONS.</p> <p>CERTIFIED FOOD PROTECTION MANAGER. Any individual who has completed a minimum of eight hours of Illinois Department of Public Health-approved training for food service sanitation manager certification, inclusive of the examination, and received a passing score on the examination set by the certification exam provider accredited under standards developed and adopted by the Conference for Food Protection or its successor organization, shall be considered to be a certified food service sanitation protection manager and maintains a valid certificate.</p> <p>§ 95.04 ENFORCEMENT PROVISIONS.</p> <p>(4) <i>Penalty fees.</i> Penalty fees for late renewal shall be assessed as follows:</p> <p>Late fees (on February 1) Food permit terminated For new food permit (a plan review will be required) - \$400.00 Late fees will apply</p> <p>(C) <i>Inspections.</i> (1) <i>Frequency of inspections.</i> Facilities shall be inspected at least as</p>	<p>"Certified food service sanitation manager" verbiage is no longer used in FDA Code. The correct term is "certified food protection manager."</p> <p>The fee amount for a plan review to occur after the food permit has been terminated is not defined in the table. The fee to apply for a new food permit is \$400.00. This fee needs to be added to the right side of the table.</p>

often as prescribed by the following schedule.

(a) Category I facilities shall receive a minimum of three inspections per year, or two inspections per year if all of the following conditions are met:

1. A certified food ~~service~~ **protection** manager is present at all time the facility is in operation. (Incidental absences of the certified food ~~service~~ **protection** manager due to illness, short errands off the premises, and the like shall not constitute a violation of this section, provided there is documentation that a certified food ~~service sanitation~~ **protection** manager was scheduled to work at that time.);

"Certified food service sanitation manager" verbiage is no longer used in FDA Code. The correct term is "certified food protection manager."

CHAPTER 95: FOOD ESTABLISHMENTS

Section

- 95.01 Definitions
- 95.02 Applicable laws and regulations
- 95.03 Plan submission and approval
- 95.04 Enforcement provisions
- 95.05 Repeal and effective date

95.99 Penalty

§ 95.01 DEFINITIONS.

In addition to the definitions contained in the state's Department of Public Health Food Service Sanitation Code and Retail Food Sanitation Code the following general definitions shall apply in the interpretation and enforcement of this chapter.

ADULTERATED. The condition of food if it:

- (1) Bears or contains any poisonous or deleterious substance in a quantity which may render it injurious to health;
- (2) Consists in whole or in part of any filthy, putrid, or decomposed substance, or if it is otherwise unfit for human consumption;
- (3) Has been processed, prepared, packed or held under insanitary conditions, whereby it may have become contaminated with filth, or whereby it may have been rendered injurious to health; or
- (4) Is in whole or in part of the product of a diseased animal which has died otherwise than by slaughter.
- (5) Its container is composed in whole or in part of any poisonous or deleterious substance which may render the contents injurious to health.

ANNUAL PERMIT. A food license good from January 1 of the current year through December 31 of the current year.

APPLICANT. Any person making application to the Board of Health for a permit.

APPROVED. Acceptable to the Board of Health based on its determination as to conformance with good health practices and standards.

AUTHORIZED REPRESENTATIVE. Those persons designated by the Board of Health to enforce the provisions of this chapter.

BOARD OF HEALTH. The Tazewell County Board of Health as the regulatory authority or its authorized representatives.

CATEGORY I FACILITY. A food service establishment that presents a high relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks and/or the type of population served by the facility. **CATEGORY I FACILITIES** include those where the following operations occur:

(1) Cooling of time/temperature control for safety (TCS) foods occurs as part of the food handling operation at the facility;

(2) TCS foods are prepared hot or cold and held hot or cold for more than 12 hours;

(3) TCS foods cooked and cooled are reheated for hot holding;

(4) Complex preparation of foods, extensive handling of raw occurs as part of the food handling operations at the facility;

(5) Vacuum packaging, curing/ smoking meat to preserve it, pasteurizing juice on site for sale; shellfish life-support tanks; sprouting seeds and beans; and/or other forms of reduced oxygen packaging are performed at the retail level; fermentation of foods and/or altering the pH to modify the TCS quality of the food.

(6) Immunocompromised individuals are served, where these individuals compromise the majority of the consuming population.

CATEGORY II FACILITY. A food service establishment that presents a moderate relative risk of causing foodborne illness based upon few food handling operations typically implicated in foodborne illness outbreaks. **CATEGORY II FACILITIES** include those where the following operations occur:

(1) Hot or cold foods are held at that temperature for no more than 12 hours and are restricted to same day services;

(2) Foods prepared from raw ingredients use only minimal assembly; or

(3) Foods that require complex preparation (whether canned, frozen, or fresh prepared) are obtained from approved food processing plants, or category I retail food service establishments.

CATEGORY III FACILITY. A food service establishment that presents a low relative risk of causing foodborne illness based upon few or no food handling operations typically implicated in foodborne illness outbreaks. **CATEGORY III FACILITIES** include those where the following operations occur:

(1) Only prepackaged foods are available or served in the facility or dispensed from a vending machine, and any time/temperature controlled for safety are commercially prepackaged in an approved processing plant;

(2) Only limited preparations of non-time/temperature controlled for safety and beverages, such as snack foods and carbonated beverages, occurs at the facility; or

(3) Only beverages (alcoholic or non-alcoholic) and/or ice are served at the facility.

CATEGORY III LIMITED FACILITY. A location where stand-alone vending machine(s) dispense time/temperature controlled for safety pre-packaged food, an ice machine(s), or a self-service ice vending kiosk(s) is in operation.

CERTIFIED FOOD PROTECTION MANAGER. Any individual who has completed a minimum of eight hours of Illinois Department of Public Health-approved training for food service sanitation manager certification, inclusive of the examination, and received a passing score on the examination set by the certification exam provider accredited under standards developed and adopted by the Conference for Food Protection or its successor organization, shall be considered to be a certified food ~~service sanitation~~ **protection** manager and maintains a valid certificate.

CODE. The administrative rules adopted by the Illinois Department of Public Health pertaining to food establishments found at 77 IL Adm. Code 750 "Food Service Sanitation Code.

CORE ITEM.

(1) A provision in this Code that is not designated as a priority item or a priority foundation item.

(2) Includes an item that usually relates to general sanitation, operational controls, sanitation standard operating procedures (SSOPs), facilities or structures, equipment design, or general maintenance.

COTTAGE FOOD OPERATION. An operation conducted by a person who produces or packages food or drink, other than foods and drinks listed as prohibited in Public Act 100-0035 paragraph (1.5) of subsection (b), in a kitchen located in that person's primary domestic residence or another appropriately designed and equipped ~~residential or commercial-style kitchen on that property for direct sale by the owner, a family member, or employee. A COTTAGE FOOD OPERATION may ONLY sell products at a farmer's market in Illinois, unless the products have a locally grown agricultural product as the main ingredient may be sold on the farm where the agricultural product is grown or delivered directly to the consumer~~ **kitchen on a farm for direct sale by the owner, a family member, or employee. Food and drink produced by a cottage food operation shall be sold directly to consumers for their own consumption and not for resale. Sales directly to consumers include, but are not limited to, sales at or through:**

(1) Farmer's markets

(2) Fairs, festivals, public events, or online;

(3) Pickup from the private home or farm of the cottage food operator, if the pickup is not prohibited by any law of the unit of local government that applies equally to all cottage food operations; in a municipality with a population of 1,000,000 or more, a

cottage food operator shall comply with any law of the municipality that applies equally to all home-based businesses;

(4) Delivery to the customer; and

(5) Pickup from a third-party private property with the consent of the third-party property holder.

EQUIPMENT. Stoves, ovens, ranges, hoods, slicers, mixers, meat blocks, tables, counters, refrigerators, sinks, dishwashing machines, steam tables, and similar items other than utensils, used in the operation of a food service establishment.

EXEMPT. Those organizations that are not required to pay an annual retail food service establishment permit fee.

EXEMPT ORGANIZATIONS. Includes schools, churches, veteran/military organizations, level 1-3 food pantries and governmental taxing bodies such as park districts, libraries, fire districts, police departments and townships.

FARMERS MARKETS. A common facility or area where farmers gather to sell a variety of fresh fruits and vegetables and other locally produced farm and food products directly to consumers.

FOOD. Any raw, cooked, or processed edible substance, ice, beverage or ingredient used or intended for use or for sale in whole or in part for human consumption.

FOOD HANDLER (FOOD EMPLOYEE). Any individual working with unpackaged food, food equipment or utensils, or food contact surfaces. FOOD HANDLER does not include unpaid volunteers in a food establishment, whether permanent or temporary.

FOOD PANTRY. An individual site that distributes ~~bags or boxes~~ of food directly to those in need ~~and who reside in a specified area~~. There are three levels of food pantries:

Level 3: Pantries with only packaged non-TCS foods such as canned and packaged dry goods **and whole uncut produce**.

Level 2: Pantries with **non-TCS food and TCS food that is frozen or refrigerated**.

Level 1: Pantries with **non-TCS food and TCS food that is frozen or refrigerated. Minimal food handling occurs such as bulk packaged food that are is broken down and repackaged**.

GOOD RETAIL PRACTICES. Food safety management system to control basic operational and sanitation conditions within a food establishment.

HACCP PLAN. A written document that delineates the formal procedures for following the Hazard Analysis and Critical Control Points principles developed by The National Advisory Committee on Microbiological Criteria for Foods.

LOCAL HEALTH DEPARTMENT. The County Health Department.

MISBRANDED. The presence of any written, printed, or graphic matter upon or accompanying food or containers of food which is false or misleading.

MULTIPLE USE SEASONAL TEMPORARY FOOD PERMIT. The document issued by the Board of Health that authorizes a temporary food establishment to operate for no more six months and is valid for one or more events at the location noted on the permit.

OFFSITE TEMPORARY FOOD PERMIT. The document issued by the Board of Health that authorizes permitted county food establishments to operate off premises.

PERMIT. The document issued by the Board of Health that authorizes a person to operate a food establishment.

PERMIT HOLDER. The entity that is legally responsible for the operation of the food establishment, such as owner, the owner's agent or other person, and possesses a valid permit to operate the food establishment.

PERSON. Any individual, partnership, corporation, association or other legal entity government or governmental subdivision or agency.

PERSON IN CHARGE (PIC). Means the individual present at a food establishment who is responsible for the operation at the time of inspection.

PLAN REVIEW. An evaluation process conducted by the Board of Health to ensure that food establishments are built or renovated according to current Code regulations or rules; to establish an organized and efficient flow of food; and to eliminate code violations prior to construction.

PREMISES. The physical facility, its contents, and the contiguous land or property under the control of the permit holder.

PRIORITY ITEM.

(1) A provision in this Code whose application contributes directly to the elimination, prevention or reduction to an acceptable level, hazards associated with foodborne illness or injury and there is no other provision that more directly controls the hazard.

(2) Includes items with a quantifiable measure to show control of hazards such as cooking, reheating, cooling, handwashing; and

(3) An item that is denoted in this Code with a superscript P-P.

PRIORITY FOUNDATION ITEM.

(1) A provision in this Code whose application supports, facilitates or enables one or more priority items.

(2) Includes an item that requires the purposeful incorporation of specific actions, equipment or procedures by industry management to attain control of risk factors that contribute to foodborne illness or injury such as personnel training, infrastructure or necessary equipment, HACCP plans, documentation or record keeping, and labeling; and

(3) An item that is denoted in this Code with a superscript Pf-Pf.

REMODEL. Altering the structure (does not include cosmetic remodel).

(1) EXTENSIVE REMODEL or CHANGE OF OWNER. Seventy-five percent or greater of facility or any change in ownership 100 to 1,000 square feet - \$150; over 1,000 to 10,000 square feet - \$225; over 10,000 square feet and up - \$300.

(2) MINOR REMODEL: Less than 75% of facility 100 to 1,000 square feet - \$100; over 1,000 to 10,000 square feet - \$150; over 10,000 square feet and up - \$200.

RETAIL FOOD SERVICE ESTABLISHMENT. An operation that stores, prepares, packages, serves, vends food directly to the consumer or any place where food is prepared and intended for, though not limited to, individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term also includes delicatessen type operations that prepare foods intended for individual portion service. The term does not include lodging facilities serving only a continental breakfast (a continental breakfast is one limited to only coffee, tea, and/or juice and commercial prepared sweet baked goods), private events, private homes or a closed family function where food is prepared or served for individual family consumption.

SANITATION STANDARD OPERATING PROCEDURE (SSOP). A written document of procedures or programs used to maintain an environment in a sanitary condition for food processes to reduce or eliminate foodborne illness risk factors. This also includes temperature monitoring systems and verification.

SANITIZATION. The application of cumulative heat or chemicals on cleaned food-contact surfaces that, when evaluated for efficacy, is sufficient to yield a reduction of 5 logs, which is equal to a 99.999% reduction, of representative disease microorganisms of public health importance.

SEASONAL FOOD SERVICE ESTABLISHMENT. A food service operation, that is operated for not more than six months in a licensing period.

SINGLE SERVICE UTENSILS. Cups, containers, lids, closures, plates, knives, forks, spoons, stirrers, paddles, straws, napkins, wrapping materials, toothpicks, and similar articles for one-time, one-person use and then discarded.

STANDARD OPERATING PROCEDURE (SOP). A step-by-step description of cleaning and sanitizing procedures to reduce or eliminate hazards concerning good retail practices.

TEMPORARY FOOD ESTABLISHMENT. A food service establishment operates at a fixed location for a period of time of not more than 14 consecutive days in conjunction with a single special event or celebration.

TEMPORARY FOOD PERMIT. Issued to any facility meeting the temporary food service guidelines provided from the County Health Department. Category III facilities who wish to provide food for a special event requiring food handling operations that are not permitted

under their current retail food service establishment permit must apply for a temporary food permit. An offsite temporary food permit must be obtained if any food service establishment, licensed by the Board of Health, operates off-site from where their food service establishment permit is issued.

TIME/TEMPERATURE CONTROL FOR SAFETY FOOD (formerly "potentially hazardous food" (PHF)).

(1) A food that requires time/temperature control for safety (TCS) to limit pathogenic microorganism growth or toxin formation.

(2) TIME/TEMPERATURE CONTROL FOR SAFETY FOOD includes:

(a) An animal food that is raw or heat-treated; a plant food that is heat treated or consists of raw seed sprouts, cut melons, cut leafy greens, cut tomatoes or mixtures of cut tomatoes that are not modified in a way so that they are unable to support pathogenic microorganism growth or toxin formation, or garlic-in-oil mixtures that are not modified in a way so that they are unable to support pathogenic microorganism growth or toxin formation; and

(b) Except as specified in division (3)(d) of this definition, a food that because of the interaction of its AW and PH values is designated as product assessment required (PA) in Table A or B of this definition.

(3) TIME/TEMPERATURE CONTROL FOR SAFETY FOOD does not include:

(a) An air-cooled hard-boiled egg with shell intact, or an egg with shell intact that is not hard-boiled, but has been pasteurized to destroy all viable salmonellae;

(b) A food in an unopened hermetically sealed container that is commercially processed to achieve and maintain commercial sterility under conditions of non-refrigerated storage and distribution;

(c) A food that because of its pH or Aw value, or interaction of Aw and pH values, is designated as a non-TCS food in Table A or B of this definition;

(d) A food that is designated as product assessment required (PA) in Table A or B of this definition and has undergone a product assessment showing that the growth or toxin formation of pathogenic microorganisms that are reasonably likely to occur in that food is precluded due to:

1. Intrinsic factors including added or natural characteristics of the food such as preservatives, antimicrobials, humectants, acidulants, or nutrients,
2. Extrinsic factors including environmental or operational factors that affect the food such as packaging, modified atmosphere such as reduced oxygen packaging, shelf life and use, or temperature range of storage and use, or
3. A combination of intrinsic and extrinsic factors; or

(e) A food that does not support the growth or toxin formation of pathogenic microorganisms in accordance with one of the divisions (3)(a) - (3)(d) of this definition even though the food may contain a pathogenic microorganism or chemical or physical contaminant at a level sufficient to cause illness or injury.

UTENSIL. Any implement used in the storage, preparation, transportation or service of food.

VARIANCE. A written document issued by the Board of Health that authorizes a modification or waiver of one or more requirements of the Code.

WHOLESOME. In sound condition, clean, free from contamination and otherwise suitable for use as human food.

(Prior Code, 6 TCC 3-1) (Res. E-20-49, passed 5-27-2020; Res. E-20-73, passed 7-29-2020; Res. E-22-95, passed 9-28-2022)

§ 95.02 APPLICABLE LAWS AND REGULATIONS.

The administrative rules adopted by the state's Department of Public Health pertaining to food establishments and retail food stores found at 77 Ill. Adm. Code 750 (Food Service Sanitation Code) and 77 Ill. Adm. Code 760 (Retail Food Store Sanitation Code) and all subsequent amendments are hereby adopted by reference. The Board of Health is authorized to adopt rules to carry out the purpose of this chapter. Three certified copies of each shall be on file in the office of the County Clerk's office.

(Prior Code, 6 TCC 3-2) (Res. E-20-49, passed 5-27-2020; Res. E-20-73, passed 7-29-2020)

§ 95.03 PLAN SUBMISSION AND APPROVAL.

(A) When a retail food service establishment is constructed or the areas in which food is prepared and stored are extensively remodeled, or an existing structure is converted for use as a food service establishment, or changes ownership the plans and specifications for such construction, remodeling, or alteration shall be submitted to the Board of Health in a manner prescribed by the Board of Health for approval before such work has begun. When an existing retail food service establishment changes ownership, a new permit will be required and plans, and specifications submitted. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, and construction materials of work areas where food is prepared and stored and the location, size, and type of equipment and facilities. A menu of food items expected to be prepared at the establishment must be submitted including sanitation standard operating procedures. Nothing in this section shall be construed to require the Board of Health approval of changes in the menu.

(B) Whenever plans and specifications are required to be submitted to the Board of Health, the Board of Health's authorized representative shall inspect the retail food service

establishment prior to the start of the operations, to determine compliance with the approval plans and specifications, and with the requirements of this chapter.

(C) For a food service establishment that is required to have a HACCP plan by the code, the plan specifications shall include:

(1) Food employee and supervisory training plan that addresses the food safety issues of concern.

(2) Description of the product formulation and its intended use;

(3) Flow diagram or operational procedures for the food preparation process indicating critical control points;

(4) Hazards associated with each critical control point and preventative measures;

(5) Monitoring systems;

(6) Corrective actions plan for deviations from the critical limits;

(7) Record keeping procedures;

(8) Procedures for verification of HACCP system;

(9) The Board of Health shall treat as confidential in accordance with the law information relating to trade secrets and recipe formulation.

(D) Prior to operating, cottage food operations must submit the full registration form, pay the registration fee, and be approved by the regulatory authority. The registration form must include:

(1) A copy of a current certified food protection manager certificate.

(2) A product label for each product category selected demonstrating compliance with labeling regulations

(3) Submission of a comprehensive list of all food items being made.

(4) Submission of a food safety plan with appropriate pH test or USDA approve recipe for restricted items under the act

(5) If on a private water supply, a copy of water test results showing satisfactory E.coli/coliform bacteria results.

(Prior Code, 6 TCC 3-3) (Res. E-20-49, passed 5-27-2020; Res. E-20-73, passed 7-29-2020)

§ 95.04 ENFORCEMENT PROVISIONS.

(A) Permits. It shall be unlawful for any person to operate a retail food service establishment within the county who does not possess a valid permit which shall be issued annually by the Board of Health. Only a person who complies with the requirements of this

ordinance shall be entitled to receive and retain such a permit. Permits shall not be transferable from one person and place to another person and place. A valid permit shall be posted in conspicuous view of the public in every food service establishment. Permits for permanent retail food service establishment shall expire on December 31 of the year issued. Permits for temporary retail food service establishments shall be issued for a period not to exceed 14 consecutive days. Permits issued to offsite temporary food permits shall be valid from the date of issue, shall expire no later than December 31 of that calendar year, and are valid for only the location(s) on the permit. Permits for multiple use seasonal temporary food are valid for a six-month period and expiring no later than December 31 beginning the first day the permit is issued and are valid only for the location on the permit.

(1) Issuance of permits. Any person desiring to operate a food service establishment or renew an expired permit shall make a written application for a permit at least one week prior to the date of opening and or expiration of permit on forms provided by the Board of Health. Such application shall be completed and signed by the owner or his/her representative and shall include the following:

(a) The applicant's full name, address, and whether such an applicant is an individual, firm or corporation. If a partnership, the names of partners and their addresses;

(b) The full name(s), addresses, certified food protection manager number(s), and certificate expirations date(s) of the full-time managerial staff person(s) designated as the certified food manager(s);

(c) The address of the retail food service establishment;

(d) The billing address of the retail food service establishment;

(e) The type of food service;

(f) Whether the facility has changed its menu items or food handling practices in the last year; and

(g) The appropriate fee(s).

(h) Such fees shall be nonrefundable and payable upon receipt of an invoice issued by the Board of Health.

(i) Permit fees for permanent food facilities issued after June 30 shall be prorated.

(j) When satisfied that the applicable requirements of this chapter have been met, a permit shall be issued to the applicant by the Board of Health.

(k) Permits for permanent retail food service establishment shall expire on December 31 of the year issued.

(l) Offsite temporary food permit applications must also include:

1. Proof of access to a commissary permitted by the Board of Health;
2. Proof of a certified food manager;

3. Hours of access to the commissary permitted by the Board of Health;
4. A list of all items to be prepared and served during the course of permit;
5. Proof of approval from the local governing body to operate in the location for which they have applied;
6. A list of all equipment to be utilized;
7. Dates and locations of operations; and
8. Hours of operation including set up and tear down.

(m) Multiple seasonal food permit applications must also include:

1. Food handler training documentation;
2. A list of all items to be prepared and served;
3. Proof of approval from the local governing body to operate in the location for which they have applied;
4. A list of all equipment to be utilized;
5. Dates and locations of operations; and
6. Hours of operation including set up and tear down.

(n) Cottage food registrations must also:

1. Renew their registration annually prior to operating and pay the registration fee. Registration fee is non-refundable once the cottage food application review process commences.
2. Reapply if the physical location of the cottage food operation changes.
3. Meet any requirements for recipe changes or updates as listed in the public act.

(2) Renewal of permits. Whenever the review of the inspections for the previous year reveals repeated priority, priority foundation or core items, the permit may not be issued and the Board of Health shall notify the applicant immediately thereof. Such notice shall state the reasons for not renewing the permit. Such notice shall also state that an opportunity for a hearing shall be provided for the applicant at a time and place designated by the Board of Health. Such a hearing shall be scheduled not later than ten days from the date of notice. The notice referred to in this paragraph shall be delivered to the applicant in person by the Board of Health or may be sent by registered mail, return receipt requested. A permit, which has expired, shall be removed from the establishment by the Board of Health.

(3) Food permit fees. The annual fees for food permits shall be:

Food permits (initial and renewal):

Category I food permit	\$350
Category II food permit	\$250
Category III food permit	\$150
Category III limited permit fee for stand-alone ice machine(s), ice vending kiosk(s), or TCS food vending machine(s)	\$75
Seasonal food permit fees:	
Category I food permit	\$175
Category II food permit	\$125
Category III food permit	\$75
Plan review fees (new):	
Category I food permit	\$400
Category II food permit	\$400
Category III food permit	\$400
Category III limited plan review fee for first new stand-alone ice machine, ice vending kiosk, or TCS food vending machine	\$100
Category III limited plan review fee for each additional stand-alone ice machine, ice vending kiosk, or TCS food vending machine to a current Category III limited permit holder	\$25
Plan review (remodel and change of owner):	
Category I food permit	\$100 - \$300
Category II food permit	\$100 - \$300
Category III food permit	\$100 - \$300
Temporary food permit fees:	
Within five working days or more notice	\$20 per event
With less than five working day notice	\$30 per event
With less than five working days notice the second time or beyond	\$75 per event
On-site/day of event	\$40 per event
On-site/day of event the second time	\$100 per event
Multiple pre-pay	\$18 per

Off-site temporary food permits	event \$50
Modification to offsite temporary food permit locations	\$10 per site change
Multiple use seasonal temporary food permits	\$75
Cottage food registration and renewal	\$30

Cottage food operation foodborne illness investigation fee: Once allowed under the statute which governs cottage food operations, a cottage food foodborne illness or complaint investigation will be assessed to the cottage food operator at the health authority's staff hourly rates not to exceed two hundred fifty dollars (\$250.00) per investigation. An investigation is each separate incident requiring an investigation.

(4) Penalty fees. Penalty fees for late renewal shall be assessed as follows:

Both Exempt and Non-Exempt

Both Exempt and Non-Exempt

Late fees (beginning January 1 to January 10)

Food permit late fee

\$100

Late fees (beginning January 11 to January 31):

Food permit late fee

\$100

Plus per day surcharge

\$5 per day

Late fees (on February 1)

Food permit terminated

License holder must re-apply

For new food permit (a plan review will be required)

\$400

Late fees will apply

(5) Suspension of permits.

(a) Permits may be suspended by the Board of Health for failure of the permit holder to comply with the requirements of this chapter. A permit holder or operator shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the Board of Health by the permit holder.

(b) Upon suspension of the permit, the permit shall be removed from the establishment by the Board of Health and returned to the Health Department. Notwithstanding the other provisions of this chapter, whenever the Board of Health finds unsanitary or other conditions in the operation of a retail food service establishment or retail food service store which, in its judgment, constitutes a substantial hazard to the public health, the Board of Health may without warning, notice, or hearing, issue a written notice to the permit holder or operator citing such condition, specifying the corrective action to be taken, and specifying the time period within such action shall be taken and if operations as a retail food service establishment or retail food service store are to be immediately discontinued. Any person to whom such an order is issued shall comply immediately therewith, but upon written petition to the Board of Health shall be afforded a hearing as soon as possible.

(6) Reinstatement of suspended permits. Any person whose permit has been suspended may at any time make application for a reinspection for the purpose of reinstatement of the permit. Within ten days following the receipt of written request, including a statement signed by the applicant that in his or her opinion the conditions causing suspension of the permit has been corrected, the Board of Health shall make a reinspection. If the applicant is complying with the requirements of this chapter, the permit shall be reinstated.

(7) Revocation of permits. For critical or repeated violations of any of the requirements of this chapter, or for interference with the Board of Health in the performance of its duties, the permit may be permanently revoked after an opportunity for a hearing has been provided by the Board of Health. Prior to such action, the Board of Health shall notify the permit holder in writing, stating the reasons for which the permit is subject to revocation and advising that the permit shall be permanently revoked at the end of five days following service of such notice, unless a request for a hearing is filed with the Board of Health, by the permit holder, within such five-day period. A permit may be suspended for a cause pending its revocation or a hearing relative thereto.

(8) Hearing. The hearings provided for in this chapter shall be conducted by the Board of Health at a time and place designated by it. Any oral testimony given at a hearing shall be reported verbatim, and the presiding officer shall make a provision for sufficient copies of the transcript. The Board of Health shall make a final finding based upon the complete hearing record and shall sustain, modify, or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the Board of Health within ten days.

(9) Application after revocation. Whenever a revocation of a permit has become final, the holder of the revoked permit may make a written inspection for new permit.

(B) Registrations. The following food operations must register and update their registrations annually: Cottage food operations, farmers markets and food pantries. Any operation requesting to register as one of the above must make written application on forms provided by the Board of Health. Such application shall be completed and signed by the owner or his/her representative and shall include the following information that is applicable:

(1) The applicant's full name, address, and whether such an applicant is an individual, firm or corporation. If a partnership, the names of partners and their addresses;

(2) The full name(s), addresses, certified food protection manager number(s), and certificate expirations date(s) of the full-time managerial staff person(s) designated as the certified food manager(s);

(3) The address of the operation;

(4) The type of food service;

(5) Whether the facility has changed its menu items or food handling practices in the last year.

(C) Inspections.

(1) Frequency of inspections. Facilities shall be inspected at least as often as prescribed by the following schedule.

(a) Category I facilities shall receive a minimum of three inspections per year, or two inspections per year if all of the following conditions are met:

1. A certified food ~~service~~ **protection** manager is present at all time the facility is in operation. (Incidental absences of the certified food ~~service~~ **protection** manager due to illness, short errands off the premises, and the like shall not constitute a violation of this section, provided there is documentation that a certified food ~~service sanitation~~ **protection** manager was scheduled to work at that time.);

2. Employees involved in food operations receive a HACCP training exercise, in-service training in food service sanitation, or attend an educational conference or training on food safety or sanitation.

(b) Category II facilities shall receive a minimum of one inspection per year.

(c) Category III facilities shall receive a minimum of one inspection every two years.

(d) ~~Level 1, 2 and 3 food pantry shall receive a minimum of one inspection per year.~~
Level 1 food pantries shall receive a minimum of one routine inspection per year. A Certified Food Protection Manager is required to be on-site during bulk food breakdown and re-packaging.

(e) Level 2 food pantries shall receive a minimum of one routine inspection per year.

(f) Level 3 food pantries are exempt from having an annual routine inspection

~~(e)~~ (g) Farmers markets shall receive a minimum of one inspection per year.

~~(f)~~ (h) Cottage food operations will be inspected upon a complaint or disease outbreak.

~~(g)~~ (i) The Health Authority shall inspect offsite temporary vendors minimum of once during their operating season.

~~(h)~~ (j) The Health Authority shall inspect multiple use seasonal temporary operations a minimum of once during their operating period.

(2) Right-of-way. The Board of Health, after proper identification, shall be permitted to enter at any reasonable time any food service establishment or retail food store in the county for the purpose of making inspections to determine compliance with this chapter. It shall be permitted to examine the records of the establishments to obtain pertinent information pertaining to food and supplies purchased, received, or used, persons employed, sanitation standard operating procedures and HACCP plan.

(3) Refusal, Notification and Final Request for Right-of-way.

(A) If a person denies right-of-way, the authorized representative shall inform the person that:

(a) The permit holder is required to allow right-of-way to the authorized representative as specified under this ordinance.

(1) Right-of-way is a condition of the acceptance and retention of an annual permit to operate as specified under this ordinance, and

(2) If right-of-way is denied, an order issued by the authorized representative, hereinafter referred to as an injunction may be obtained according to law; and

(3) Make a final request for right-of-way.

(b) If after the authorized representative presents credentials, explains the authority upon which right-of-way is requested, and makes a final request for right-of-way, if the person in charge continues to refuse right-of-way, the authorized representative shall provide details of the denial of right-of-way on an inspection form.

(c) If denied right-of-way to a licensed food establishment for an authorized purpose, and after complying with this ordinance, the authorized representative may issue or apply for an injunction in order to gain right-of-way as provided in law. In addition, the authorized representative may seek a temporary restraining order to cease operation until the inspection is conducted. Regardless, the board of health may consider suspending the license until an inspection is able to be conducted.

(4) Refusal to Sign Report

(a) If a person in charge refuses to sign the report, the authorized representative shall inform the person who declines, that this will not affect the license holder's obligation to correct the violation (s) noted in the inspection report within the time frames specified.

~~(3)~~ (5) Report of inspection. Whenever an inspection of a food service establishment is made, the findings shall be recorded on an inspection report form provided for this purpose, and shall furnish a copy of such inspection report form to the permit holder or operator. Remarks from the inspection shall reference, by section number, the section of the code or ordinance violated and shall state the correction to be made. Upon completion of an inspection, the Board of Health shall document priority, priority foundation, core and good retail practices and timelines for correction. The completed inspection form is a public document and shall be made available for the public disclosure to any person who requests it under the Freedom of Information Act, being 5 ILCS 140/1 et seq.

~~(4)~~ (6) Correction of violations. The timing and procedure for the correction of all violations noted shall be as provided in the County Health Department Rules.

(D) Issuance of notices.

(1) If an imminent health hazard exists, such as a complete lack of refrigeration, no running water or sewage backup, the establishment shall immediately cease food operations. Operations shall not be resumed until authorized by the Board of Health.

(2) Timely correction. Except as specified in division (B) of this section, a permit holder shall at the time of inspection correct a violation of a priority item or priority foundation item of this Code and implement corrective actions for a HACCP plan provision that is not in compliance with its critical limit.

(3) Considering the nature of the potential hazard involved and the complexity of the corrective action needed, the Board of Health may agree to or specify a longer time frame, not to exceed:

(a) Seventy-two hours after the inspection, for the permit holder to correct violations of a priority item; or

(b) Ten calendar days after the inspection, for the permit holder to correct violations of a priority foundation item or HACCP plan deviations.

(4) In case of temporary establishments and multiple use temporary operations, all violations must be corrected prior to operation. Offsite temporary food operations shall have all violations corrected immediately. If violations are not corrected and/or pose an imminent health hazard, the food establishment shall immediately cease food service operations. A permit may be suspended if the licensed Tazewell County Food operation commissary is under enforcement of the Tazewell County enforcement procedures.

(E) Service of notices. Notices provided for under this section shall be deemed to have been properly served when a copy of the inspection report form or other notice has been delivered personally to the permit holder or person in charge, or such notice has been sent

by registered or certified mail, return receipt requested to the last known address of the permit holder. A copy of such notice shall be filed with the records of the Board of Health.

(F) Examination and condemnation of food and/or equipment.

(1) Food may be examined or sampled by the Board of Health as may be necessary to determine freedom from adulteration or misbranding. The Board of Health may, upon written notice to owner or person in charge, place a hold order on any food which is determined or has probable cause to believe to be unwholesome or otherwise adulterated or disbranded. Under a hold order, food shall be permitted or be suitably stored. It shall be unlawful for any person to move or alter a hold order notice or tag placed on food by the Board of Health. Neither such food nor the containers thereof shall be relabeled, repackaged or reprocessed, altered, disposed of, or destroyed without permission of the Board of Health, except on a order by a court of competent jurisdiction. After the owner or person in charge has had a hearing as provided in this section, and on the basis of evidence produced at such hearing, or on the basis of examination in the event of a written request for a hearing is not received within ten days, the Board of Health may vacate the hold order or may, by written order, direct the owner or person in charge of food which was placed under the hold order to denature or destroy such food or bring it into compliance with the provisions of this chapter. Such order shall be stayed if the order is appealed to a court of competent jurisdiction within five business days.

(2) Where equipment used in the preparation of food products is found to be a public health hazard, unsafe, unsuitable for use, or unsanitary, such equipment shall be taken out of use and a hold order (embargo) placed on said items by the Board of Health. Such equipment will not be altered, disposed of, or destroyed without permission of the Board of Health, except on an order by a court of competent jurisdiction. After the owner or person in charge had a hearing as provided in this section, and based on evidence produced at such hearing, or on the basis of examination in the event of a written request for a hearing is not received within ten days, the Board of Health may vacate the hold order or may, by written order, direct the owner or person in charge of the equipment that was placed under the hold order to destroy such equipment or bring it into compliance with the provisions of this chapter. Such order shall be stayed if the order is appealed to a court of competent jurisdiction within five business days.

(G) Procedure when infection is suspected. When the Board of Health has reasonable cause to suspect possibility of disease transmission from any food service establishment employee, it shall secure a morbidity history of the suspected employee or make any other investigation as may be indicated, and take appropriate action. The Board of Health may require one or more of the following measures:

(1) Immediate exclusion of the employee from any food handling activities as described in the Code;

(2) Immediate closure of the establishment concerned until, in the opinion of the Board of Health, no further danger of disease outbreaks exists;

(3) Restrictions of employee's services to some area of the establishment where there will be no danger of transmitting the disease; and/or

(4) Adequate medical and laboratory examinations of the employee or other employees and of his or their body discharges.

(H) During a public health investigation, the authorized representative may issue an order of restriction or exclusion to a suspected food employee or the permit holder without prior warning, notice of a hearing, or a hearing if the order:

(1) States the reasons for the restriction or exclusion that is ordered;

(2) States the evidence that the food employee or permit holder shall provide in order to demonstrate that the reasons for the restriction or exclusion are eliminated;

(3) States that the suspected food employee or the permit holder may request an appeal hearing by submitting a timely request as provided in law; and

(4) Provides the name and address of the board of health representative to whom the request for an appeal hearing may be made.

~~(H)~~ (I) Variances.

(1) The regulatory authority may grant a variance by modifying or waiving the requirements of this Code if in the opinion of the regulatory authority a health hazard or nuisance will not result from this variance. If a variance is granted, the regulatory authority shall retain the information in its records for the food establishment.

(2) Before a variance from a requirement of this Code is approved, the information that shall be provided by the person requesting the variance and retained in the regulatory authority's file on the food establishment includes:

(a) A statement of the proposed variance of the Code requirement citing relevant code section numbers;

(b) An analysis of the rationale for how the potential public health hazardous and nuisances addressed by the relevant Code sections will be alternatively addressed by the proposal; and

(c) A HACCP plan if required as specified as it is relevant to the variance requested.

(d) If the regulatory authority grants a variance, or a HACCP plan is otherwise required, the permit holder shall:

1. Comply with the HACCP plans and procedures that are submitted and approved as a basis for the modification or waiver; and

2. Maintain and provide to the regulatory authority, upon request, records that demonstrate that the following are routinely employed:

a. Procedures for monitoring the critical control points;

- b. Monitoring of the critical control points;
- c. Verification of the effectiveness of the operation or process; and
- d. Necessary corrective actions if there is a failure at the critical control point.

(e) Any person who requests a variance from the provisions of these regulations shall have the burden of supplying the Board of Health's authorized representative with information that demonstrates the conditions exist which warrants the granting of a variance. All uncertainties shall be resolved in the interest of the public's health and safety.

(3) The Board of Health may grant a variance if:

(a) Such variance is consistent with the purpose and intent of the most current edition of the Illinois Food Service Code and its associated Acts and Codes and this chapter; and

(b) It is consistent with the protection of the public health; and

(c) In the opinion of the regulatory authority, a health hazard or nuisance will not result from the variance.

(4) A variance shall be revoked or expire if:

(a) In the opinion of the Board of Health the variance results in a health hazard or nuisance; or

(b) There is a change of circumstances from those supporting the variance; or

(c) There is a change of ownership of the retail food service establishment.

(5) Any retail food service establishment for which the variance has been denied may appeal such denial by requesting a hearing before the Board of Health.

~~(H)~~ (I) Equipment standards. All new and replacement equipment shall meet or be equivalent to applicable National Sanitation Foundation (NSF) standards or, equivalent food equipment standards of another recognized testing agency that tests to NSF food equipment standards. If NSF food equipment standards do not exist for a piece of equipment, the equipment must be inspected and approved by this Department before being placed into service.

(Prior Code, 6 TCC 3-4) (Res. E-20-49, passed 5-27-2020; Res. E-20-73, passed 7-29-2020; Res. E-22-95, passed 9-28-2022) Penalty, see § 95.99

§ 95.05 REPEAL AND EFFECTIVE DATE.

This chapter shall be in full force and effect within two months upon its adoption as provided by law; and all previous versions of the county food service sanitation ordinance, adopted by the County Board is hereby repealed.

(Prior Code, 6 TCC 3-6) (Res. E-20-49, passed 5-27-2020; Res. E-20-73, passed 7-29-2020)

§ 95.99 PENALTY.

Any person who violates any of the provisions of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than \$500. In addition thereto, such persons may be enjoined from continuing such violations. Each day upon which such violation occurs shall constitute a separate violation.

(Prior Code, 6 TCC 3-5) (Res. E-20-49, passed 5-27-2020; Res. E-20-73, passed 7-29-2020)

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, Article VII, Section 4 of the Illinois Constitution permits the Tazewell County Board to authorize a referendum that eliminates the Office of County Auditor; and

WHEREAS, Article VII, Section 11 of the Illinois Constitution requires that such a referendum be on the ballot in a general election; and

WHEREAS, the next scheduled general election will occur on November 5, 2024; and

WHEREAS, the Tazewell County Board believes that the people of the County of Tazewell are entitled to decide whether the office of County Auditor shall be eliminated.

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWell COUNTY:

Section 1. The above recitals are expressly incorporated herein and made part hereof as though fully set forth herein.

Section 2. The County Board of Tazewell County does hereby initiate and authorize the following public question to be submitted to the voters of Tazewell County at the regularly scheduled general election next occurring after the effective date of this resolution, on November 5, 2024:

Shall Tazewell County eliminate the internal Office of County Auditor when Tazewell County already contracts an external Auditor as required by state law? This would be a cost savings of approximately \$282,000 for the 4-year term.

Yes No

Section 3. The County Clerk of Tazewell County shall certify the public question referenced herein to the Commissioners of the Illinois State Board of Elections in accordance with Article 28 of the Election Code,

Section 4. This resolution shall be in full force and effect upon its passage.

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

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

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

County Clerk

County Board Chairman

Illinois Auditor Elimination Referendum History - 2002 - 2024

McLean	2024	On Ballot	Shall McLean County eliminate the elected office of County Auditor?
Peoria	2022	Passed	Shall Peoria County eliminate the internal Office of County Auditor when Peoria County already has an external Auditor as required by state law? This would be a cost savings of approximately \$150,000 annually.
Peoria	2018	Failed	Shall the elected Office of the Peoria County Auditor be eliminated, effective December 1, 2018, and replaced with a professional County Auditor qualified and appointed by the County Board with a 5-year term during which such appointed County Auditor can only be removed from office for malfeasance or official misconduct?
Tazewell	2018	Failed	Shall Tazewell County eliminate the office of the elected County Auditor?
McLean	2014	Failed	Shall the elected Office of Auditor of McLean County be eliminated and the functions of said office be performed by an officer appointed by the County Board?
Kendall	2012	Passed	Shall the elected Office of Kendall County Auditor be eliminated effective December 1, 2012?
Champaign	2011	Failed	Shall the elected Office of the Champaign County Auditor be eliminated, effective December 1, 2012, and the duties of said office transferred to an appointed officer?
Macon	2002	Failed	Shall the County of Macon eliminate the elected office of the auditor of Macon County?

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 maintain the existing precinct boundaries and previous polling locations with two polling location changes; and

WHEREAS, the County Clerk changed the following polling location at the March 2024 primary election: Pekin 7 and 9 polling location was changed from the Pekin Township Building to the Pekin Public Library due to the fact that the Pekin Township Building was not compliant with city codes; and

WHEREAS, a change was approved on May 29, 2024 (Resolution E-24-60) changing Pekin 14 polling location from Rogers Elementary School to UFCW Union Hall.

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 Election Division, and the Chairmen of each political party of this action.

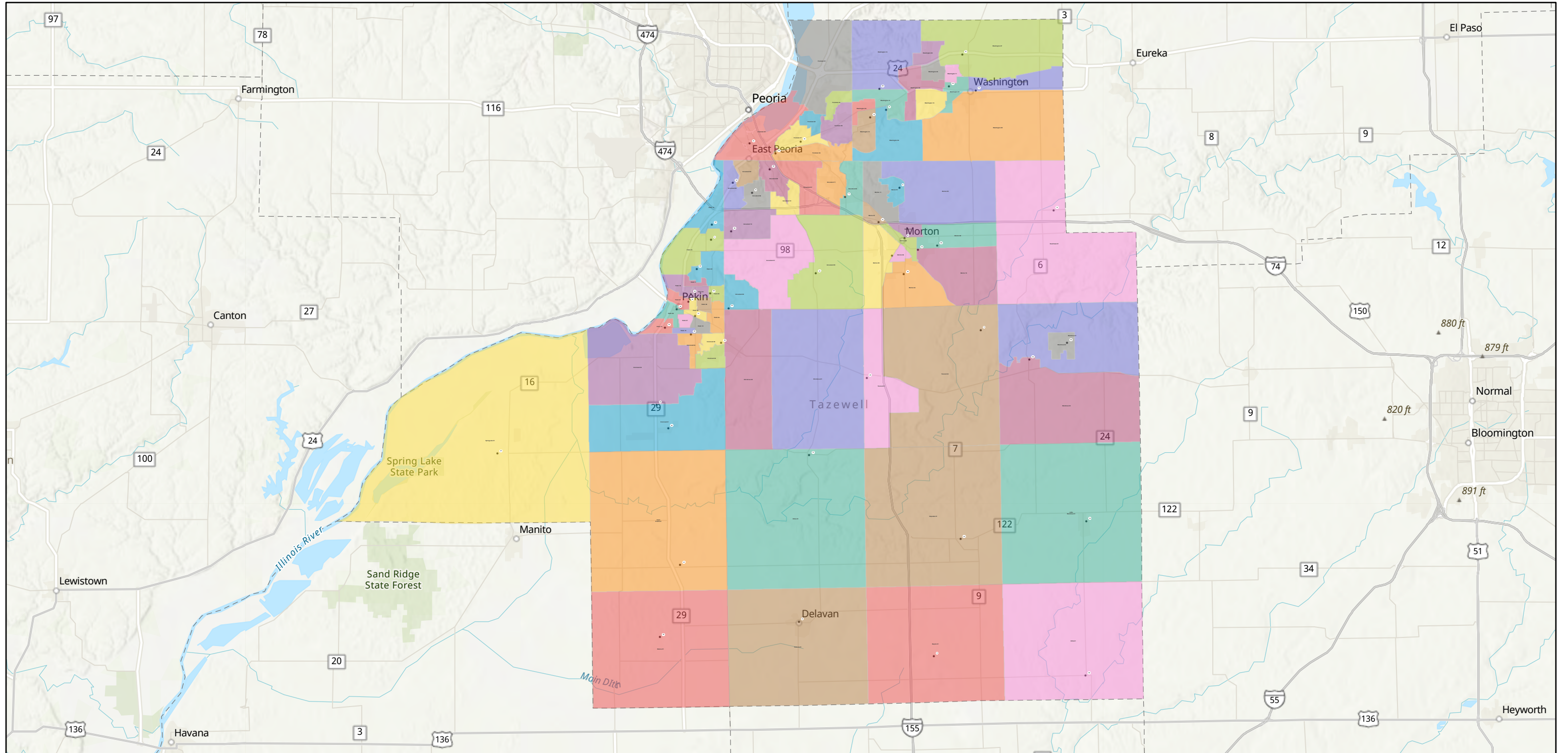
PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

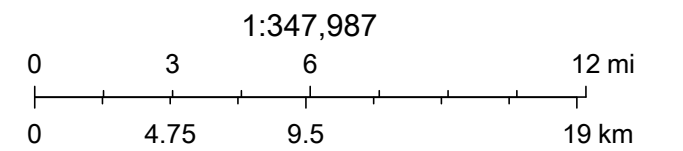
Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County Voting Precincts and Polling Locations



2/8/2023



Esri, NASA, NGA, USGS, County of Peoria, Missouri Dept. of Conservation, Missouri DNR, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS

GROVELAND TOWNSHIP

Precinct 1	0801	Groveland Missionary Church	5043 Queenwood Rd (1 blk. off Springfield Rd.) Groveland
Precinct 2	0802	Creve Coeur Village Hall	103 N Thorncrest Ave, Creve Coeur
Precinct 3	0803	Cross Point Church School	304 S. Pleasant Hill Rd., East Peoria
Precinct 4	0804	Creve Coeur Village Hall	103 N Thorncrest Ave, Creve Coeur
Precinct 5	0805	The Encounter Church	800 Springfield Rd., East Peoria
Precinct 6	0806	Creve Coeur Comm. Center	586 Groveland Ave., Creve Coeur
Precinct 7	0807	Cross Point Church School	304 S. Pleasant Hill Rd., East Peoria
Precinct 8	0808	Pekin Moose Lodge	2605 Broadway St., Pekin
Precinct 9	0809	Groveland Missionary Church	5043 Queenwood Rd(1 blk. off Springfield Rd.) Groveland
Precinct 10	0810	Marquette Hts. Council Room	715 Lincoln, Marquette Heights
Precinct 11	0811	Cross Point Church School	304 S. Pleasant Hill Rd., East Peoria
Precinct 12	0812	The Encounter Church	800 Springfield Rd., East Peoria

HITTLE TOWNSHIP

Precinct 1	0901	Hittle Township Hall	101 E. 3rd St., Armington
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HOPEDALE TOWNSHIP

Precinct 1	1001	Living Hope Community Church	326 NW Jefferson St. Hopedale
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LITTLE MACKINAW TOWNSHIP

Precinct 1	1101	Faith Fellowship Hall	304 N. School Ave., Minier
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MACKINAW TOWNSHIP

Precinct 1	1201	Mackinaw Community Center	101 S. Orchard St., Mackinaw
Precinct 2	1202	Mackinaw Community Center	101 S. Orchard St., Mackinaw
Precinct 3	1203	Heritage Lake Lodge	200 Brandy Dr., Mackinaw

MALONE TOWNSHIP

Precinct 1	1301	Malone Town Hall	3000 Shay Rd., Green Valley (Intersection of Shay Rd. & Hamann Rd.)
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MORTON TOWNSHIP

Precinct 1	1401	Church of Jesus Christ of LDS	2530 N. Morton Ave., Morton
Precinct 2	1402	First Baptist Church	900 E. Jefferson St., Morton
Precinct 3	1403	Community United Church of Christ	300 N. Main St, Morton,
Precinct 4	1404	Trinity Church	1901 S. 4 th Ave., Morton
Precinct 5	1405	First Mennonite Church	250 S. Baltimore Ave., Morton
Precinct 6	1406	First Mennonite Church	250 S. Baltimore Ave., Morton
Precinct 7	1407	Eastside Bible Church	1310 W. Jefferson St., Morton
Precinct 8	1408	Grace Evangelical Church (West Ent)	1325 E. Jefferson St., Morton
Precinct 9	1409	Grace Evangelical Church (West Ent)	1325 E. Jefferson St., Morton
Precinct 10	1410	First Baptist Church	900 E. Jefferson St., Morton
Precinct 11	1411	Eastside Bible Church	1310 W. Jefferson St., Morton

SAND PRAIRIE TOWNSHIP

Precinct 1	1501	Midwest Central Middle School	121 N Church St., Green Valley
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SPRINGLAKE TOWNSHIP

Precinct 1	1601	Spring Lake Town Hall	6903 Townline Rd., Manito
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TREMONT TOWNSHIP

Precinct 1	1701	Tremont Community Center	216 S. Sampson St., Tremont
Precinct 2	1702	Allentown Town Hall	15881 Uhlman Rd. Allentown

WASHINGTON TOWNSHIP

Precinct 1	1801	Five Points (South Door Ent.)	360 N. Wilmor Rd., Washington
Precinct 2	1802	Evangelical United Meth.Church	401 Walnut St., Washington
Precinct 3	1803	Five Points (South Door Ent.)	360 N. Wilmor Rd., Washington
Precinct 4	1804	Five Points (South Door Ent.)	360 N. Wilmor Rd., Washington
Precinct 5	1805	John L Hensey Elementary School	304 E Almond Dr., Washington
Precinct 6	1806	Beverly Manor School	1014 School St., Washington
Precinct 7	1807	Crossroads United Meth.Church	1420 N. Main St., Washington
Precinct 8	1808	Crossroads United Meth.Church	1420 N. Main St., Washington
Precinct 9	1809	Evangelical United Meth.Church	401 Walnut St., Washington
Precinct 10	1810	Five Points (South Door Ent.)	360 N. Wilmor Rd., Washington
Precinct 11	1811	Five Points (South Door Ent.)	360 N. Wilmor Rd., Washington
Precinct 12	1812	John L Hensey Elementary School	304 E Almond Dr., Washington
Precinct 13	1813	Beverly Manor School	1014 School St., Washington
Precinct 14	1814	Highview Christian Church	403 James Parkway, Washington

PEKIN TOWNSHIP

Precinct 1	1901	Northside Community Center	715 N.11 th St. Pekin
Precinct 2	1902	Lake Whitehurst Clubhouse	2120 Susan Hope Dr., Pekin
Precinct 3	1903	N. Parkway Assembly of God Gym	1209 Parkway Dr., Pekin
Precinct 4	1904	N. Parkway Assembly of God Gym	1209 Parkway Dr., Pekin
Precinct 5	1905	Mill Center	551 S 14th Street, Pekin
Precinct 6	1906	Northside Community Center	715 N.11 th St. Pekin
Precinct 7	1907	Pekin Public Library	301 S 4th Street, Pekin (West Entrance)
Precinct 8	1908	N. Parkway Assembly of God Gym	1209 Parkway Dr., Pekin
Precinct 9	1909	Pekin Public Library	301 S 4th Street, Pekin (West Entrance)
Precinct 10	1910	City of Pekin Bus Dept.	1130 Koch St., Pekin
Precinct 11	1911	First Christian Church	1201 Chestnut St., Pekin
Precinct 12	1912	Miller Center	551 S 14th Street, Pekin
Precinct 13	1913	Salvation Army	243 Derby St., Pekin
Precinct 14	1914	UFCW Union Hall	101 Grant Rd, Marquette Heights
Precinct 15	1915	North Pekin Village Hall	206 Lincoln Blvd., North Pekin
Precinct 16	1916	First Christian Church	1201 Chestnut St., Pekin

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, an Energy Transition Community Grant Program has been created through the Illinois Department of Commerce and Economic Opportunity to promote economic development to communities that are in an area with a closure or reduced operation of a fossil fuel power plant, coal mine, or nuclear plant; and

WHEREAS, the Powerton Station located in the unincorporated area of Tazewell County is scheduled to close in 2028, which qualifies Tazewell County as the host entity for the grant; and

WHEREAS, under current law and subject to appropriation, new funding opportunities for this program for the Powerton Station will be available to Tazewell County annually up to 2034; and

WHEREAS, Tazewell County has been awarded \$550,310 for Phase 1; and

WHEREAS, Tazewell County has solicited community input and consultation with a diverse set of stakeholders, including, but not limited to Regional Planning Councils, economic development organizations, low-income or environmental justice communities, educational institutions, elected and appointed officials, organizations representing workers, and other relevant organizations; and

WHEREAS, the anticipated start date for the award is September 1st, 2024, with the period of performance expected to be one to three years, but may exceed this if needed for a proposed eligible use of grant funds; and

WHEREAS, the Executive Committee recommends to the County Board to approve the following grant award amounts:

- \$ 27,337 Tazewell County Health Department: Mobile Kitchen Project
- \$ 26,008 Tazewell County Health Department: Young Families Success Initiative
- \$ 30,000 Village of Creve Coeur: Business Development District
- \$ 8,000 Village of Creve Coeur: Enterprise Zone Expansion
- \$ 40,000 Greater Peoria Economic Development Council: Business Attraction Industrial Market Fund
- \$ 30,000 Pekin Chamber of Commerce: Business Incubator and Coworking Office Space Feasibility Study
- \$ 50,000 Tazewell County Resource Center, Inc.: Downtown Building Single Chair Lift
- \$103,965 Tazewell County: Broadband Expansion
- \$ 25,000 Greater Peoria Economic Development Council: Accelerated Business Engagement
- \$ 80,000 Pekin Chamber of Commerce: SmartStart Tazewell Initiative Business Development Platform
- \$130,000 Heart of Illinois Port Authority

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

BE IT FURTHER RESOLVED that the County Board Chairman, County Administrator or designee is authorized to execute and submit all documents necessary for the grant applications.

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

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

The below list provides those items submitted and considered for funding. The recommended items are listed in the resolution.

One-Time Expenses

Organization	Amount	Title	Description
Tazewell County Health Dept.	\$27,337	Mobile Kitchen Project	This project would enable Tazewell U of I Extension and Tazewell County Health Department to have mobile teaching facilities that can be used for cooking and nutrition education for children and adults. Example: https://www.youtube.com/watch?v=fzr9j1ZNGzc
Tazewell County Health Dept.	\$26,008	Young Families Success Initiative	TCHD is a partner in supporting lifetime learning for parents and children. Infants and toddlers are ready to absorb new information, environments, and love from their caregivers. Activities and programs that assist parents in supporting their child’s lifelong learning - Includes 4 Components: Literacy (Partnership with Pekin Alliance for Literacy Success to promote literacy), Family Resources & Safety (Bumps to Babies Resource Event), Child Passenger Safety (Car seats and car seat checks), Share & Care Closet (clothing, produce and diapers)
Village of Creve Coeur	\$30,000	Business Development District	Utilize to contract services with a consulting firm to create an appropriate sized business development district in the Village of Creve Coeur to support redevelopment projects. Business Development District funds are intended to be used towards attracting additional private development and redevelopment projects.
Village of Creve Coeur	\$8,000	Enterprise Zone Expansion	Survey work for planning and expansion of Tazewell County North Enterprise Zone areas to include parcels well positioned for development based on current planning and development efforts. With the planned road expansions, this opens up two new opportunities for residential and business development projects.
Greater Peoria Economic Development Council	\$50,000	Business Attraction Industrial Marketing Fund	Funds controlled by Tazewell to allow regional partners to engage in activities that promote industrial investment (e.g. paid advertising in trade magazines, conducting environmental analyses of target properties, funding site selector visits, videos, websites, etc.)

Pekin Chamber of Commerce	\$30,000	Business Incubator and Coworking office space - Feasibility Study	Create a business incubator and coworking space specifically tailored for startups, small businesses and entrepreneurs. This space would serve as a hub for collaboration, innovation, and education, fostering the growth of businesses in Tazewell County. Goal is to provide a modern and inspiring workspace to include shared meeting rooms, lounge areas, and communal spaces where members can collaborate, network, and exchange ideas. Funds would allow a feasibility study to support EDA funding grant application.
TCRC, Inc.	\$50,000	Single Chair Lift	To install a single chair lift from the 2nd to the 3rd floor. This will allow access to all areas of the building for all persons. The elevator does not go to the 3rd floor, this chair lift will allow ADA compliance.
Heart of Illinois Port Authority	\$130,000		Requesting \$1 per capita from counties in the area

Ongoing Expenses

Organization	Amount	Title	Description
Tazewell County		Broadband Expansion	Improving broadband availability and affordable ability throughout the County, funds to support federal and state grant proposals, the funds can be utilized as matching funds, supporting engineering costs, grant consultations or other services to that would support expansion of broadband services in Tazewell County.
Greater Peoria Economic Development Council	\$25,000/ year	Accelerated Business Engagement	Assit with costs of full-time business engagement manager. Focus would be to meet with 100+ companies regionally each year.
Distillery Labs	\$50k-75k/ year	Operational Support of Distillery Labs' Programming and Services	Distillery Labs is a facility in downtown Peoria. Currently transforming the old ICC Thomas building into a world class center of the region's startup ecosystem. Goal to expand programming and services to address the economic and social impacts of the coal plant retirement in Tazewell County and beyond. By leveraging our existing infrastructure and expertise, we aim to foster economic opportunity, social innovation, and community resilience. Key initiatives include: workforce development initiatives, economic development and community resilience programs
Trillium Place	\$158, 775.04 \$480,457.49	Tazewell In-School Counseling Program	Support salaries, benefits, and program costs for two In-School Counselors to serve youth in Tazewell County with priority given to Pekin School District 108. Two full-time qualified Mental Health Counselors will assist Tazewell County students to positively address social- emotional or behavioral issues. Grant funds will allow counselors to provide individual, group, and crisis counseling to any Tazewell County student in need of services.
Pekin Chamber of Commerce	\$80,000	SmartStart Tazewell Initiative - Business Development Platform	Online platform that targets assisting entrepreneurs and small business owners.Walks people through starting a business as well as providing engagement, workshops, and networking. Proven business development process, connecting them with local resources, and fostering a strong small business community. These services are especially critical in rural communities where entrepreneurship thrives, but business development assistance is not readily available. SmartStart Tazewell initiative bridges that gap.

COMMITTEE REPORT

E-24-80

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 Green Valley Renewables, LLC; and

WHEREAS, the 5MW solar farm was approved by the County Board for Special Use on January 31st, 2024, to be located on approximately 20 acres located at the NE corner of Wagonseller Rd. and Hickory Grove Rd. in Sand Prairie Township; and

WHEREAS, the plan is in accordance with the Illinois Department of Agriculture's Agricultural Impact Mitigation Agreement, in accordance with 20 IL-CS 5/5-222, and Chapters 156 and 157 of the Tazewell County Code.

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

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

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



**COUNTY OF TAZEWELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Jaclynn Workman, Administrator

11 South 4th Street, Room 400, Pekin, Illinois 61554

Phone: (309) 477-2235 / Email: zoning@tazewell-il.gov

TO: Chairman Zimmerman and Executive Committee

FROM: Jaclynn Workman, Administrator

DATE: June 14th, 2024

SUBJECT: Decommissioning Plan – Green Valley Renewables, LLC

Please find attached the Decommissioning Plan for Green Valley Renewables, LLC, the 5MW solar farm approved by the County Board for Special Use January 31st, 2024, to be located on approximately 20 acres at the NE corner of Wagonseller Rd. and Hickory Grove Rd. in Sand Prairie Township.

The attached “plan” contains; a detailed decommissioning overview with cost estimate breakdown. The plan is in accordance with the Illinois Department of Agriculture’s – Agricultural Impact Mitigation Agreement, per (20 ILCS 5/5-222).

Please feel free to contact me at your convenience if you have further questions.

JW

11 South Fourth Street ~ McKenzie Building ~ Suite 400 ~ Pekin, Illinois 61554
Phone: (309) 477-2235 ~ Fax: (309) 477-2358 ~ E-Mail: jworkman@tazewell-il.gov

GREEN VALLEY RENEWABLES - DECOMMISSIONING PLAN

Green Valley Renewables, LLC has prepared this Decommissioning Plan (the “Plan”) for its proposed 5-Megawatt solar photovoltaic facility (the “Facility”) to be constructed at the northeast corner of Wagonseller Road and Hickory Grove Road (County Highway 15), located in Sand Prairie Township, northwest of the Village of Green Valley, Tazewell County, Illinois (PIN 16-16-17-400-002). The Plan describes the process for decommissioning the Facility in accordance with applicable federal, state, and local requirements. These requirements include the Tazewell County Ordinance No. LU-17-03, Chapter 156 – Solar Energy Systems (County Ordinance) and the Illinois Department of Agriculture’s (IDOA) Standard Agricultural Impact Mitigation Agreement (AIMA), which has been executed by Green Valley Renewables, LLC and the IDOA. Decommissioning of the Facility shall be completed within six (6) months after the Facility is deemed non-operational.

Facility Description

The Facility will consist of a 5-megawatt (AC) capacity solar power-generating array secured within a fixed knot farm fence surrounding the solar modules and equipment, accessed through a locked 20-foot-wide swing gate on the access road. The driveway will be accessed from Hickory Grove Road (County Highway 15). The Facility will include the following site features:

- An approximate 39.9-acre parcel on which the Facility is located;
- An approximate 14.6-acre area of photovoltaic (PV) modules and mounting system;
- An approximate 19.4-acre area within the fixed knot farm fence;
- Screw or driven piles supporting the PV modules;
- Two (2) transformers (filled with biodegradable mineral oil) and two (2) inverters;
- Up to 8-foot fixed knot farm security fence with no barbed wire;
- Underground conduit and wires within the system area;
- Three (3) aboveground wooden utility poles (owned by Green Valley Renewables, LLC);
- Overhead wires at the poles need to interconnect to the utility electrical grid;
- A gravel access drive; and
- A metal security gate at the entrance to the array area.

Decommissioning Plan

The Facility will be decommissioned by completing the following major steps: Dismantlement, Demolition, Disposal or Recycle; and Site Stabilization, as further described below.

Dismantlement, Demolition, and Disposal or Recycle

A significant portion of the components that comprise the Facility will include recyclable or re-saleable components, including copper, aluminum, galvanized steel, and modules. Due to their re-sale monetary value, these components will be dismantled, disassembled, and recycled rather than being demolished and disposed of. All materials associated with the solar farm shall be removed from the site and legally disposed of or recycled.

Following coordination with Utility regarding timing and required procedures for disconnecting the Facility from the utility distribution network, all electrical connections to the system will be disconnected and all connections will be tested locally to confirm that no electric current is running through them before proceeding. All electrical connections to the PV modules will be severed at each module, and the modules will then be removed from their framework by cutting or dismantling the connections to the supports. Modules will be removed and sold to a purchaser or recycler. In the event of a total fracture of any modules, the interior materials are silicon-based and are not hazardous. Disposal of these materials at a landfill will be permissible.

The PV mounting system framework (tracking system) will be dismantled and recycled. The metal piles will be removed and recycled. All other associated structures will be demolished and removed from the site for recycling or disposal. This will include the site fence and gates, which will likely be reclaimed or recycled.

The driveway and all gravel areas will be removed. These areas will be restored to their original condition, which includes, ripping, respreading topsoil, and seeding. Concrete slabs will be crushed and disposed of off-site or recycled (reused off-site). Underground cabling at a depth of five (5) feet or less will be removed and recycled or disposed of. Underground cabling installed at a depth greater than five (5) feet may be abandoned in place or removed. For the purposes of this estimate, removal of underground cabling is assumed.

Aboveground utility poles owned by Green Valley Renewables, LLC will be completely removed and disposed of off-site in accordance with utility best practices. Any overhead wires will be removed from the Facility and will terminate at the utility-owned connections along Hickory Grove Road (County Highway 15). Coordination with the Utility's personnel will be conducted to facilitate removal of any utility-owned equipment, poles, and overhead wires located on the site.

A final site walkthrough will be conducted to remove debris and/or trash generated during the decommissioning process and will include removal and proper disposal of any debris that may have been wind-blown to areas outside the immediate footprint of the facility being removed. Sanitary facilities will be provided on-site for the workers performing the decommissioning of the Facility.

Decommissioning Requirements

The following items shall be implemented during the decommissioning of the Facility:

- Within six (6) months from when deemed nonoperational, all solar collectors and components, aboveground improvements, outside storage, foundations, pads, and underground electrical wires will be removed. Hazardous material will be removed and disposed of in accordance with federal and state law.
- If underground drainage tiles are damaged by Deconstruction, they shall be repaired in a manner that assures the tile line's proper operation.
- After the topsoil has been replaced, all areas that are not directly under photovoltaic solar modules that were traversed by vehicles and Deconstruction equipment shall be ripped at least 18 inches deep, and all pasture and woodland shall be ripped at least 12 inches deep to the extent practicable. The existence of tile lines or underground utilities may necessitate less depth.
- Following the completion of Deconstruction, the disturbed area shall be restored, as closely as practical, to its original pre-construction elevation.
- If the Deconstruction interrupts an operational (or soon to be operational) spray irrigation system, coordination with the Landowner shall occur to establish an acceptable amount of time the irrigation system may be out of service.
- Weed control shall be provided in a manner that prevents the spread of weeds onto agricultural land affected by Deconstruction. Spraying shall be done by a pesticide applicator that is appropriately licensed for doing such work in the State of Illinois.

Site Stabilization

The areas of the Facility that are disturbed during decommissioning will be re-graded to establish a uniform slope and stabilized via hydroseeding with an appropriate ground treatment, as needed.

Permitting Requirements

Given the size and location of the Facility, several approvals will be obtained prior to initiation of the decommissioning process. Table 1 provides a summary of the expected approvals if the decommissioning were to take place at the time of the preparation of this Decommissioning Plan. Noting that the decommissioning is expected to occur at a much later date, the permitting requirements listed in the table below will be reviewed at that time and updated based on then current local, state, and federal regulations.

Table 1. Current Permitting Requirements for Decommissioning

Permit	Agency	Threshold/Trigger
Building/Demolition Permit	Tazewell County (County)	A building permit must be obtained for any construction, alteration, repair, demolition, or change to the use or occupancy of a building or structure.
National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Construction Activity	Illinois Environmental Protection Agency (IEPA)	Ground disturbance of greater than one acre requires preparation of a Stormwater Pollution Prevention Plan, including erosion and sedimentation controls.
Agricultural Impact Mitigations Agreement (AIMA)	Illinois Department of Agriculture (IDOA)	Illinois requirement that an AIMA be entered into between owner of a solar facility on agricultural land and the IDOA.

The Tazewell County Ordinance requires decommissioning to commence once the Facility is out of service or not producing electrical energy for a period of twelve (12) months and be completed within six (6) months from that time. The decommissioning process is estimated to take approximately six to eight (6-8) weeks and is intended to occur outside of the winter season.

Decommissioning Cost Estimate and Surety Proposal

Green Valley Renewables, LLC proposes to provide a decommissioning surety fund to be held by the County and co-owned with Green Valley Renewables, LLC. The fund will provide the requisite capital for solar project decommissioning in the unlikely event that Green Valley Renewables, LLC is unable to meet its contractual obligations for solar project removal and restoration.

Further, Green Valley Renewables, LLC agrees to the following County and Agricultural Impact Mitigations Agreement decommission requirements:

1. The financial resources for decommissioning will be in the form of a surety bond or deposited in an escrow account acceptable to the Community Development Administrator.
2. Consistent with the requirements of the County and the Illinois Agricultural Impact Mitigation Agreement, Green Valley Renewables, LLC proposes to provide a decommissioning surety fund, prior to the start of construction, to be held by Tazewell County and co-owned with Green Valley Renewables, LLC. The fund will provide the requisite capital for solar project decommissioning in the unlikely event that Green Valley Renewables, LLC is unable to meet its contractual obligations for solar project removal and restoration.

May 15, 2024

3. A written escrow agreement will be prepared, establishing upon what conditions the funds will be disbursed.
4. The County shall have access to the escrow account funds for the expressed purpose of completing decommissioning if decommissioning is not completed by the applicant within six (6) months of the end of project life or Facility abandonment.
5. The County is granted the right of entry onto the lease premises, pursuant to reasonable notice, to effect or complete decommissioning.
6. The County is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the County's right to seek reimbursement from the project owner at the time of decommissioning ("Project Owner") for decommissioning costs in excess of the amount deposited in escrow and to file a lien against any real estate interest of the Project Owner for the amount of the excess, and to take all steps allowed by law to enforce said lien.

Prior to the issuance of the Building Permit by Tazewell County, Green Valley Renewables, LLC is submitting a Decommissioning Engineer's Opinion of Probable Cost (see Table 2) that will be used to determine the amount of the Surety.

Once the decommissioning is complete, and after the County's inspection that the work has been done in accordance with the Decommissioning Plan, the portion of the surety not needed to remediate shall be returned to the applicant/lessee.

Table 2 Estimated Decommissioning Expenses – Green Valley Renewables 5 MW(ac) Solar Array

Activity	Unit	Quantity	Cost per Unit	Gross Cost	Potential Salvage Revenue	Net Cost with Salvage	Description of Activity/Methods
Overhead and management rate (incl est permits)	Lump Sum	1	\$24,000	\$24,000		\$24,000	Ten percent (10%) of gross cost estimate. Includes mobilization and permitting.
Solar modules; disassembly and removal	Each	10,872	\$5.25	\$57,078	\$36,747	\$20,331	Modules are estimated at 76 lbs. Modules will be de-energized, removed and stacked on pallets by a 2-person team. A forklift operator will transfer stacked modules onto a truck for transport. Resale of modules would exceed salvage value for first 10 years of project; salvage is considered after year 10.
Tracker disassembly and removal (including electrical disconnection)	Each	210	\$515	\$108,150	\$54,328	\$53,822	The one-in-portrait tracking systems are assumed to be approximately 200 feet in length, each supporting 52 modules. After module and electrical cables removal, a crew of 3 laborers and 3 forklift operators will dismantle, and load the steel by forklift to a truck for transport to a salvage facility.
Steel piles/trackers	Each	1,470	\$14.00	\$20,580	Included in tracker salvage revenue	\$20,580	Steel piles for trackers will be completely removed by an excavator and forklift with a crew of 2 laborers to help cut, stack and guide the process. The piles will be loaded to a truck for transport to a salvage facility.
Inverters and transformers with concrete pads	Two (2) Each	2	\$3,990	\$7,980		\$7,980	Inverters and transformers will be deactivated, disassembled, and removed, along with the concrete pad foundations. The removal process assumes 2 laborers and 2 forklift operators to move and load the equipment for transport. Equipment may be sold for refurbishment and re-use. If not, they will be salvaged or disposed of at an approved solid waste management facility. Cost is net of salvage.
Remove buried cable and conduit.	Linear Feet	4,272	\$1.15	\$4,913		\$4,913	Underground cable at a depth of less than 5 feet will be removed and salvaged. The process assumes 2 laborers and 1 equipment operator with cable pulling equipment and an excavator. Cost is net of salvage.

Activity	Unit	Quantity	Cost per Unit	Gross Cost	Potential Salvage Revenue	Net Cost with Salvage	Description of Activity/Methods
Access road excavation and removal	Lump Sum	1	\$4,350	\$4,350		\$4,350	Access roads, approximately 490 feet in length and 15 to 25 feet in width will be removed from the site. The roads will consist of an approximately 18-inch-deep aggregate layer over geo-textile fabric. The aggregate and fabric will be removed, separated and disposed of. Equipment will include a bulldozer, front end loader, and dump truck.
Topsoil replacement and rehabilitation of site	Lump Sum	1	\$14,600	\$14,600		\$14,600	Access road areas will be graded, de-compacted, ripped to 18 inches, and backfilled with native sub- and topsoil, as needed. A crew of 2 laborers and 1 operator will seed the access road and other disturbed areas as needed.
Perimeter fence removal	Linear Feet	4,100	\$4.00	\$16,400		\$16,400	The perimeter fencing will be removed by a crew of 2 laborers and an excavator. A forklift operator will move the removed materials to a truck for transport to a salvage facility.
Generation tie-in electrical line (overhead)	Linear Mile	0.03		\$6,000		\$6,000	The tie-in transmission line will be approximately 145 feet in length. Unless retained for an alternate use, it will be removed by a crew of electricians, laborers, and equipment operators and loaded to a truck for transport to a salvage facility. Cost is net of salvage.
Total Estimated Decommissioning Cost/(Revenue)				\$264,051	(\$91,075)	\$172,976	
						Inflation of Net Cost at Annual Rate of 2.5% Over 25 Years	\$147,712
						Total with Inflation Considerd at Year 25	\$320,688

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, a request was received from the Tazewell County Highway Department for an emergency declaration under§ 33.13 Miscellaneous Provisions of the Tazewell County Code; and

WHEREAS, the emergency need is due to a large truck which damaged a portion of a guard rail on the Townline Bridge over Prairie Creek; and

WHEREAS, the request would allow the Highway Department to procure the equipment, supplies, and services necessary to allow for the safe passage over the Townline Bridge over Prairie Creek, which would include, but not limited to, traffic signals, concrete barrier walls, signs and striping; and

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

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

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

PASSED THIS 26th OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County Board



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

June 20, 2024

Mr. John Ackerman
Tazewell County Clerk
Via hand delivery

Dear John:

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

Allowing the Highway Department to procure the equipment, supplies, and services necessary to allow for the safe passage over the Townline Bridge over Prairie Creek, which would include, but not be limited to, traffic signals, concrete barrier walls, signs, and striping.

The emergency need is due to a large truck which damaged a portion of the guard rail on the Townline Bridge over Prairie Creek.

Per the requirement in § 33.13, the Board will consider a resolution approving this action at the June 26, 2024 meeting.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "DJ", written in a cursive style.

David Zimmerman
County Board Chairman

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

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 internet service agreements with Stratus Networks for the Tremont Campus and Broadway Building; and

WHEREAS, Tazewell County utilizes two internet service providers to ensure continuity of service; and

WHEREAS, Stratus Networks provides internet service to the Downtown Pekin Campus; and

WHEREAS, the attached agreements provide internet service directly to the Tremont Campus and Broadway building; and

WHEREAS, the agreements covering both locations are for three-year terms that include secure port plus at a cost of \$1,245 per month at the Tremont campus and \$1,210 per month for the Broadway Building.

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

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

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



SERVICE ORDER

Customer's completion of a Service Order and any Change Order, as well as continued use of the Services, constitutes Customer's acceptance of Stratus Networks' Service Agreement and the Terms and Conditions (the "T&Cs") incorporated herein by reference and available at www.stratusnet.com/legal-information/.

Customer Information				
Customer Name	Tazewell County, IL	Account #	8425	
Billing Address	11 S. 4 th St	Room/Suite	STE 432	
City, State, Zip	Pekin, IL, 61554			
Contact Information				
Contact	Name	Email	Phone #	
Order	Mike Deluhery	mdeluhery@tazewell-IL.gov	309-478-5704	
Billing	Sandy Gullette	sgullette@tazewell-IL.gov	309-478-5703	
Local	Bill Jenkins	bjenkins@tazewell-IL.gov	309-478-5852	
Service Information				
Bandwidth: 1 Gbps	Quantity: 1	Estimated Availability Date: Standard interval 30-45 business days for most services; 120 for fiber	Customer Requested Due Date: Accept Early? Yes <input type="checkbox"/> No <input type="checkbox"/>	*Paid Expedite: Yes <input type="checkbox"/> NO <input type="checkbox"/> (check one)
Service Description:	1 Gbps Dedicated Internet Access (DIA) Includes /29 IP Block for \$40.00 MRC			
Location Information				
Location Name:	Tazewell County Health Department	Room/Suite		
Address	1800 Broadway St	City/State/ZIP	Pekin, IL, 61554	
Pricing Information				
Minimum Service Term	36 Months	Monthly Recurring Charges (MRC): \$1,035.00	Non-Recurring Charges (NRC): \$0.00	
Comments: Stratus Networks acknowledges the 60 days allowed by state statute for customer to process a payment. Stratus Networks acknowledges that this contract will be open to the public.				
Authorization				
Customer Name: Please sign, print your name and title, and date below. Your signature acknowledges that you are duly authorized to execute and deliver this Service Order		Stratus Networks Use Only		
Signature:		Signature:	<i>Brandon Mabis</i>	
Print Name:		Print Name:	Brandon Mabis	
Title:		Title:	Pricing Manager	
Date:		Date:	6/20/2024	

*Expedited orders will have additional charges to the customer. If purchasing a product with asymmetric bandwidth, do note that performance is best effort, speeds are not guaranteed, and the standard Stratus SLA does not apply. Taxes and surcharges not included. Any DIDs not provisioned with e911 at customer's direction will incur unprovisioned 911 charges in the amount of \$50 per event if 911 calls are made from an unprovisioned DID.



SERVICE ORDER

Customer's completion of a Service Order and any Change Order, as well as continued use of the Services, constitutes Customer's acceptance of Stratus Networks' Service Agreement and the Terms and Conditions (the "T&Cs") incorporated herein by reference and available at www.stratusnet.com/legal-information/.

Customer Information			
Customer Name	Tazewell County, IL	Account #	8425
Billing Address	11 S. 4 th St	Room/Suite	STE 432
City, State, Zip	Pekin, IL, 61554		
Contact Information			
Contact	Name	Email	Phone #
Order	Mike Deluhery	mdeluhery@tazewell-IL.gov	309-478-5704
Billing	Sandy Gullette	sgullette@tazewell-IL.gov	309-478-5703
Local	Bill Jenkins	bjenkins@tazewell-IL.gov	309-478-5852
Service Information			
Bandwidth: 1 Gbps	Quantity: 1	Estimated Availability Date: Standard interval 30-45 business days for most services; 120 for fiber	Customer Requested Due Date: Accept Early? Yes <input type="checkbox"/> No <input type="checkbox"/>
*Paid Expedite: Yes <input type="checkbox"/> NO <input type="checkbox"/> (check one)			
Service Description:	1 Gbps Secure Port Plus Stratus Managed Router Included		
Location Information			
Location Name:	Tazewell County Health Department	Room/Suite	
Address	1800 Broadway St	City/State/ZIP	Pekin, IL, 61554
Pricing Information			
Minimum Service Term	36 Months	Monthly Recurring Charges (MRC): \$175.00	Non-Recurring Charges (NRC): \$0.00
Comments: Stratus Networks acknowledges the 60 days allowed by state statute for customer to process a payment. Stratus Networks acknowledges that this contract will be open to the public.			
Authorization			
Customer Name: Please sign, print your name and title, and date below. Your signature acknowledges that you are duly authorized to execute and deliver this Service Order		Stratus Networks Use Only	
Signature:		Signature:	<i>Brandon Mabis</i>
Print Name:		Print Name:	Brandon Mabis
Title:		Title:	Pricing Manager
Date:		Date:	6/20/2024

*Expedited orders will have additional charges to the customer. If purchasing a product with asymmetric bandwidth, do note that performance is best effort, speeds are not guaranteed, and the standard Stratus SLA does not apply. Taxes and surcharges not included. Any DIDs not provisioned with e911 at customer's direction will incur unprovisioned 911 charges in the amount of \$50 per event if 911 calls are made from an unprovisioned DID.



SERVICE ORDER

Customer's completion of a Service Order and any Change Order, as well as continued use of the Services, constitutes Customer's acceptance of Stratus Networks' Service Agreement and the Terms and Conditions (the "T&Cs") incorporated herein by reference and available at www.stratusnet.com/legal-information/.

Customer Information			
Customer Name	Tazewell County, IL	Account #	8425
Billing Address	11 S. 4 th St	Room/Suite	STE 432
City, State, Zip	Pekin, IL, 61554		
Contact Information			
Contact	Name	Email	Phone #
Order	Mike Deluhery	mdeluhery@tazewell-IL.gov	309-478-5704
Billing	Sandy Gullette	sgullette@tazewell-IL.gov	309-478-5703
Local	Bill Jenkins	bjenkins@tazewell-IL.gov	309-478-5852
Service Information			
Bandwidth: 1 Gbps	Quantity: 1	Estimated Availability Date: Standard interval 30-45 business days for most services; 120 for fiber	Customer Requested Due Date: Accept Early? Yes <input type="checkbox"/> No <input type="checkbox"/>
			*Paid Expedite: Yes <input type="checkbox"/> NO <input type="checkbox"/> (check one)
Service Description:	1 Gbps Dedicated Internet Access (DIA) Includes /28 IP Block for \$60.00 MRC		
Location Information			
Location Name:	Tazewell County Health Department	Room/Suite	
Address	21306 State Route 9	City/State/ZIP	Tremont, IL, 61568
Pricing Information			
Minimum Service Term	36 Months	Monthly Recurring Charges (MRC): \$1,070.00	Non-Recurring Charges (NRC): \$15,000.00
Comments: Stratus Networks acknowledges the 60 days allowed by state statute for customer to process a payment. Stratus Networks acknowledges that this contract will be open to the public.			
Authorization			
Customer Name: Please sign, print your name and title, and date below. Your signature acknowledges that you are duly authorized to execute and deliver this Service Order		Stratus Networks Use Only	
Signature:		Signature:	<i>Brandon Mabis</i>
Print Name:		Print Name:	Brandon Mabis
Title:		Title:	Pricing Manager
Date:		Date:	6/20/2024

*Expedited orders will have additional charges to the customer. If purchasing a product with asymmetric bandwidth, do note that performance is best effort, speeds are not guaranteed, and the standard Stratus SLA does not apply. Taxes and surcharges not included. Any DIDs not provisioned with e911 at customer's direction will incur unprovisioned 911 charges in the amount of \$50 per event if 911 calls are made from an unprovisioned DID.



SERVICE ORDER

Customer's completion of a Service Order and any Change Order, as well as continued use of the Services, constitutes Customer's acceptance of Stratus Networks' Service Agreement and the Terms and Conditions (the "T&Cs") incorporated herein by reference and available at www.stratusnet.com/legal-information/.

Customer Information			
Customer Name	Tazewell County, IL	Account #	8425
Billing Address	11 S. 4 th St	Room/Suite	STE 432
City, State, Zip	Pekin, IL, 61554		
Contact Information			
Contact	Name	Email	Phone #
Order	Mike Deluhery	mdeluhery@tazewell-IL.gov	309-478-5704
Billing	Sandy Gullette	sgullette@tazewell-IL.gov	309-478-5703
Local	Bill Jenkins	bjenkins@tazewell-IL.gov	309-478-5852
Service Information			
Bandwidth: 1 Gbps	Quantity: 1	Estimated Availability Date: Standard interval 30-45 business days for most services; 120 for fiber	Customer Requested Due Date: Accept Early? Yes <input type="checkbox"/> No <input type="checkbox"/>
*Paid Expedite: Yes <input type="checkbox"/> NO <input type="checkbox"/> (check one)			
Service Description:	1 Gbps Secure Port Plus Stratus Managed Router Included		
Location Information			
Location Name:	Tazewell County Health Department	Room/Suite	
Address	21306 State Route 9	City/State/ZIP	Tremont, IL, 61568
Pricing Information			
Minimum Service Term	36 Months	Monthly Recurring Charges (MRC): \$175.00	Non-Recurring Charges (NRC): \$0.00
Comments: Stratus Networks acknowledges the 60 days allowed by state statute for customer to process a payment. Stratus Networks acknowledges that this contract will be open to the public.			
Authorization			
Customer Name: Please sign, print your name and title, and date below. Your signature acknowledges that you are duly authorized to execute and deliver this Service Order		Stratus Networks Use Only	
Signature:		Signature:	<i>Brandon Mabis</i>
Print Name:		Print Name:	Brandon Mabis
Title:		Title:	Pricing Manager
Date:		Date:	6/20/2024

*Expedited orders will have additional charges to the customer. If purchasing a product with asymmetric bandwidth, do note that performance is best effort, speeds are not guaranteed, and the standard Stratus SLA does not apply. Taxes and surcharges not included. Any DIDs not provisioned with e911 at customer's direction will incur unprovisioned 911 charges in the amount of \$50 per event if 911 calls are made from an unprovisioned DID.

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 internet service agreements with i3 Broadband, LLC for the Tremont Campus and Broadway Building; and

WHEREAS, Tazewell County utilizes two internet service providers to ensure continuity of service; and

WHEREAS, i3 Broadband, LLC currently provides internet service to the Downtown Pekin Campus and to the Tremont Campus through a TLS connection; and

WHEREAS, the first renewal agreement converts the TLS service connecting downtown Pekin to the Tremont campus to a direct internet service at the Tremont campus for the same cost of \$599.99 per month, plus an additional \$34.99 cost for static IP addresses; and

WHEREAS, this conversion allows the County to implement new technology standards with the new firewalls; and

WHEREAS, the agreement converting the TLS line to a direct internet service maintains the thirteen months remaining in the original agreement; and

WHEREAS, the second agreement provides new internet service to the Broadway building at a monthly cost of \$624.98, including the static IP addresses cost, for a three-year period.

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

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

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



This Renewal Services Agreement (with its associated Exhibits, SOFs and attachment, the "Agreement") is entered into this 19th day of June, 2024, by and between Tazewell County, ("Customer") and i3 Broadband, LLC, a Delaware limited liability company d/b/a "i3 Broadband" (the "Company" with each of Customer and the Company being referred to herein as a "Party" and together as the "Parties"). The Parties agree that the following Renewal Services Agreement shall renew the contract referenced in the attached Service Order Form. All terms and conditions set forth in the original Master Services Agreement, not amended herin, shall remain in full force and effect as written. In the event of conflict, the terms of this Renewal Service Agreement shall prevail:

IN WITNESS WHEREOF, the Company and Customer agree to the terms and conditions of this Agreement on the date first above written.

THE COMPANY

i3 Broadband, LLC
602 High Point Lane
East Peoria, IL 61611
support@i3broadband.com

CUSTOMER

Tazewell County
Address: 11 S 4th ST
City, State, Zip: Pekin, IL 61554
Email: shizey@tazewell-il.gov

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____



Sales Person: Jeannie Osborn
 Sales Person Phone: 309-670-0542
 Sales Person E-mail: jeannie.osborn@i3broadband.net
 Sales Person Fax: 309-689-1897

Service Order Form

Company Information

Company Name: Tazewell County State Registration / Business Type: IL Municipality
 Account Address: 11 S 4th ST White Pages Name / Category: Tazewell County
 Pekin, IL, 61554 County
 Term Length (months): 13 Quote date: 20 June 2024
 Service start or commencement date begins at billing start date Quote expiration: 30 days

Contact Information

Type	Name	Phone(s)	Email Address	Contact for:
Primary	Scott Hizey	Work Phone: 3094785850 Cell Phone: 3092412071	shizey@tazewell-il.gov	
Primary	Jeff Young	Work Phone: 3094785849	HelpDesk@tazewell.com	
Primary	Mike Deluhery		mdeluhery@tazewell-il.gov	Support Ticket Emails
Billing	Terry Short	Work Phone: 3094785902	TShort@tazewell-il.gov	
Billing	Sue Beeney	Work Phone: 3094785703	sbeeney@tazewell-il.gov	
Billing	Sherri Dierker	Work Phone: 3094772237	shoyle@tazewell.com	
Technical	Bill Jenkins		bjenkins@tazewell-il.gov	Support Ticket Emails Billing Ticket Emails

Location	Quantity	Service	Each	Per Month	One-Time Charge
Fiber Internet					
21306 Illinois Route 9	1	1000Mbps / 1000Mbps	New	\$599.99	\$599.99
				TOTAL	\$599.99
Static IP Addresses					
21306 Illinois Route 9	1	/28 - 16 addresses (13 usable)	New	\$34.99	\$34.99
				TOTAL	\$34.99
Video					
				TOTAL	\$0.00
Monthly Billing					
** E-Mail Bill				\$0.00	\$0.00
Paper Billing				\$5.00	-
				TOTAL	\$0.00
Payment Type					
** ACH from Checking or Savings account				\$0.00	\$0.00
Credit Card (Charge is per transaction)				\$2.50	-
No Autopay				\$5.00	-
				TOTAL	\$0.00

Notes

Customer will be cancelling existing 1000/1000 TLS Service for \$599.99 at TCHD at 21306 Il Rt 9 and replace it with 1000/1000 \$599.99 Internet service. All other services pricing will stay the same per signed agreement 1.27.23.
 Customer may transfer or exchange equal or higher services to other locations being served under this contract so long as is does not lesson the original contracted amount signed 1.27.23.

Location	Quantity	Service	Each	Per Month	One-Time Charge
Regular Monthly Total (Untaxed)					\$634.98
One Time Charges (Untaxed)					\$0.00
First Month's Total (Untaxed)					\$634.98

Routing Information

800 Number Routing

Quantity of Porting Numbers

Quantity of New Numbers

Hunt Group

Number Port

Line Type

Plan Type

Notes

-



THIS MASTER SERVICES AGREEMENT (with its associated Service Order Forms (SOFs), the “Agreement”) sets forth the terms by which i3 Broadband, LLC, or its applicable operating subsidiary (the “Company”) will provide to the subscriber executing this Agreement (the “Customer”) the selected services set forth on the Service Order Form(s) (“SOF”) attached Exhibit A and any other SOFs subsequently entered into by and between the Company and Customer (the selected services, the “Services”).

Body of Agreement

- 1. Request for Service.** Customer shall request Services by submitting a SOF to the Company either (i) in writing to one of the Company’s customer service locations; or (ii) through the Company’s electronic order processing system. A SOF shall become binding on the Parties only when the Company accepts the SOF by delivering a signed counterpart to the Customer.
- 2. Terms of Service.** The rates, terms and conditions of service of the Company (the “Terms of Service”), to the extent not contained in the SOF, may be found at the Company’s website at <https://i3broadband.com/terms-of-service/>, and such Terms of Service are incorporated into this Agreement. The Company reserves the right to change, amend, or modify its Terms of Service, and each future version of the Terms of Service replaces its immediate predecessor and is incorporated by reference into this Agreement.
- 3. Duration of Agreement.** This Agreement shall be effective on the “Service Start Date” and shall continue for the “Service Period” as each are stated in the most recently signed SOF. The Service Period of each SOF shall automatically renew for another Service Period of equal length unless Customer provides at least 30 days’ advance, written notice of its intent to terminate the Service(s) at the end of the then-effective Service Period.
- 4. Cancellation Before Service Start Date.** Customer may cancel this Agreement upon written notice to Company before the Service Start Date, provided that the Customer shall (a) pay a termination fee equal to three months’ Monthly Recurring Charges (“MRCs”); (b) return any Company-provided equipment in its possession; and (c) reimburse the Company for all expenses incurred or owed by the Company in connection with the Services selected by Customer. The Company shall retain any amounts paid to the Company by Customer prior to termination of this Agreement.
- 5. Default.** If Customer is in breach or default of any term of this Agreement, the Company may (i) terminate the Service Period and require Customer to pay the applicable Termination Charges up to the remaining term multiplied by the monthly service fee; (ii) terminate or suspend Service under outstanding SOF(s); (iii) require a deposit, advance payment, or other assurances as a condition of continuation of Services to Customer; and/or (iv) seek any other remedy available to the Company under this Agreement, or at law or equity.
- 6. End of Agreement.** Upon the expiration or termination of the Service Period under a SOF: (a) the Company may disconnect/terminate each applicable Service to Customer; (b) the Company may delete all applicable data, files, electronic messages, voicemail or other information stored on the

Company's servers, equipment, or systems; and (c) the Customer shall permit the Company and its representatives and agents to have access to each Customer facility to retrieve Company-provided equipment. If the Company-provided equipment has been damaged, the Company may invoice Customer the replacement or repair cost of the relevant Company equipment.

- 7. Non-Recurring Charges; Monthly Recurring Charges; Increases.** Non-recurring fees associated with installation activities ("NRCs") billed to Customer and payable upon execution of the SOF triggering the NRC. Recurring monthly charges associated with the Services or the use of Company-provided equipment, set-up or activation fees, re-activation fees, minimum fees, technical support, maintenance and repair, and applicable federal, state, and local taxes, fees, surcharges and recoupments ("MRCs") shall be billed monthly in advance and payable on the date stated in the billing invoice. Customer agrees to pay all MRCs within 28 days of the date of the invoice for such MRC. The Company may increase the MRC for any Service effective upon the end of the then current Service Period with 30 days' notice. Customer shall have the right to terminate the SOF subject to the MRC increase by written notice given at least 10 days prior to the end of the then current Service Period.
- 8. Third-Party Charges.** If the Company determines that third party services are required to provide Services to Customer, it shall have the right to charge the Customer for such third party service charges. All such charges, costs and fees incurred by the Company in providing Services to Customer shall be billed to Customer in arrears and payable within 28 days from the date of the billing invoice.
- 9. Late and Partial Payments; Taxes.** Any payment not made when due shall incur interest equal to the greater of one and one-half percent per month, or the greatest interest rate allowed by law, until paid in full. Partial payment of any billing invoice will be applied to the Customer's outstanding charges. Acceptance of partial payment(s) by the Company shall not constitute a waiver by the Company of its right to collect the balance owed. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees, including those that are applicable retroactively.
- 10. Force Majeure.** Notwithstanding any other provision herein or in a SOF the Company shall not be liable to the Customer for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as, without limitation, act of God, fire, explosion, power blackout, cable cut, acts of terrorism or war, Pandemic, acts of regulatory, utility, or governmental agencies, unavailability of rights of way, spectrum interference, electrical storms, electromagnetic interference caused by the sun or other sources, heavy precipitation, excessive weather conditions, unavailability of services or materials upon which the Services rely, or other causes beyond the Company's reasonable control.
- 11. Non-Assignment.** Customer shall not assign any right, obligation, interest or duty herein, in whole or in part, without the prior written consent of the Company, which may be withheld in its sole discretion.
- 12. Notices.** Any notices or other communications contemplated under this Agreement shall be in writing and delivered by personal delivery, overnight courier, or by U.S. Certified Mail, Return Receipt Requested to the party's address stated in the SOF, and each Party shall notify the other Party in writing of any change in the first Party's mailing address in such manner.
- 13. Entire Understanding.** This Agreement between Customer and the Company constitutes the entire understanding of the parties related to the subject matter hereof, and supersedes all prior agreements and understandings. The SOF(s) shall control if there is a conflict between any SOF(s)

and this MSA. Amendments and waivers affecting this Agreement shall be binding only if in writing.

14. Governing Law and Venue. The domestic law of the state in which the Service is provided governs this Agreement Any litigation or dispute related to this Agreement will be brought in the state courts located in any County in which Customer uses the Services, without waiving any right to remove to federal court to the extent jurisdiction is available.

IN WITNESS WHEREOF, the Company and Customer agree to the terms and conditions of this Agreement on the date first above written.

THE COMPANY

i3 Broadband, LLC
602 High Point Lane
East Peoria, IL 61611
support@i3broadband.com

CUSTOMER

Tazewell County
Address: 11 S 4th ST
City, State, Zip: Pekin, IL 61554
Email: shizey@tazewell-il.gov

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____



Sales Person: Jeannie Osborn
 Sales Person Phone: 309-670-0542
 Sales Person E-mail: jeannie.osborn@i3broadband.net
 Sales Person Fax: 309-689-1897

Service Order Form

Company Information

Company Name: Tazewell County State Registration / Business Type: IL Municipality
 Account Address: 11 S 4th ST White Pages Name / Category: Tazewell County
 Pekin, IL, 61554 County
 Term Length (months): 36 Quote date: 20 June 2024
 Service start or commencement date begins at billing start date Quote expiration: 30 days

Contact Information

Type	Name	Phone(s)	Email Address	Contact for:
Primary	Scott Hizey	Work Phone: 3094785850 Cell Phone: 3092412071	shizey@tazewell-il.gov	
Primary	Jeff Young	Work Phone: 3094785849	HelpDesk@tazewell.com	
Primary	Mike Deluhery		mdeluhery@tazewell-il.gov	Support Ticket Emails
Billing	Terry Short	Work Phone: 3094785902	TShort@tazewell-il.gov	
Billing	Sue Beeney	Work Phone: 3094785703	sbeeney@tazewell-il.gov	
Billing	Sherri Dierker	Work Phone: 3094772237	shoyle@tazewell.com	
Technical	Bill Jenkins		bjenkins@tazewell-il.gov	Support Ticket Emails Billing Ticket Emails

Location	Quantity	Service	Each	Per Month	One-Time Charge
Fiber Internet					
1800 Broadway RD	1	1000Mbps / 1000Mbps	New	\$599.99	\$599.99
				TOTAL	\$599.99
Static IP Addresses					
1800 Broadway RD	1	/29 - 8 addresses (5 usable)	New	\$24.99	\$24.99
				TOTAL	\$24.99
Video					
				TOTAL	\$0.00
Monthly Billing					
** E-Mail Bill				\$0.00	\$0.00
Paper Billing				\$5.00	-
				TOTAL	\$0.00
Payment Type					
** ACH from Checking or Savings account				\$0.00	\$0.00
Credit Card (Charge is per transaction)				\$2.50	-
No Autopay				\$5.00	-
				TOTAL	\$0.00
Installation					
1800 Broadway RD	1	Installation		\$99.95	\$0.00
				TOTAL	\$99.95

Notes
 Customer is adding a new 1000/1000Mbps Internet connection with 5 usable statics. Needs to be installed by July 31st.

Location	Quantity	Service	Each	Per Month	One-Time Charge
Regular Monthly Total (Untaxed)					\$624.98
One Time Charges (Untaxed)					\$99.95
First Month's Total (Untaxed)					\$724.93

Routing Information

800 Number Routing

Quantity of Porting Numbers

Quantity of New Numbers

Hunt Group

Number Port

Line Type

Plan Type

Notes

-

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 entering into a three-year fully-managed IT services agreement with Heart Technologies; and

WHEREAS, Heart Technologies has extensive knowledge of the County's IT environment through completed and ongoing technology improvement projects, and as the phone system provider; and

WHEREAS, the County has a current agreement with Heart Technologies to provide the software products and oversight that is necessary to manage the security of the network; and

WHEREAS, this agreement would expand those services to include full help desk support, which would include having onsite support Monday - Friday 8:00 AM to 4:30 PM, excluding holidays, with two technicians working three days each per week, as well as additional remote support through Heart's service desk; and

WHEREAS, the agreement includes minimum response times with classifications for major malfunctions that must be responded to within one hour and are defined as:

- Critical services down, for which there is no reasonable workaround
- Network connectivity down
- Mission critical IT equipment down, for which there is no reasonable workaround

and minor malfunctions or general service requests that must be responded to within four hours; and

WHEREAS, the agreement also increases logging retention from 30 days to 90 days; and

WHEREAS, moving to the fully managed IT services agreement and increasing the length of logging would bring the monthly cost from the current contractual fee of \$28,065 to per month to \$45,565 per month; and

WHEREAS, after-hours support is available 24/7 at billable half-hour increments of 1.5x the discounted time and materials rate for nights and Saturdays, 2x the discounted rate for Sundays and holidays at the rates provided in the agreement; and

WHEREAS, providing fully managed IT services is not conducive to competitive bidding given the complexity of the IT environment of the County, the existing knowledge necessary to take on this role, and the need for network security confidentiality, which makes Heart Technologies uniquely qualified to provide the service with having the knowledge and experience to fully manage the County's IT environment.

THEREFORE BE IT RESOLVED that the County Board authorizes the County Board Chairman to enter into the agreement with Heart Technologies.

BE IT FURTHER RESOLVED that the County Administrator is authorized to enter into severance agreements with the current IT employees, with the ability to offer salary and health insurance benefits for up to two months at the administrator's discretion.

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

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



We have prepared a quote for:

Tazewell County Government

Fully Managed Services Option (3 Year)

Quote # ME011630EP Version 1

Prepared by:

Matt Eppel

Engineered by:

Tim Perry



Fully Managed Services Option (3 Year)

Prepared by:

Heart East Peoria

Matt Eppel
(309) 427-7267
meppel@heart.net
3105 N Main St.
East Peoria, IL 61611

Prepared for:

Tazewell County Government

Mike Deluhery
(309) 478-5704
MDeluhery@tazewell-il.gov
101 S. Capitol
Pekin, IL 61554

Quote Information:

Quote #: ME011630EP

Version: 1
Delivery Date: 06/10/2024
Expiration Date: 07/05/2024

Monthly Expenses Summary

Description
Fully Managed Services Option (3 Year)

Monthly Total: \$45,565.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart East Peoria

Tazewell County Government

Signature: _____

Signature: _____

Name: _____

Name: Mike Deluhery

Title: _____

Title: _____

Date: _____

Date: _____

Scope of Services

Proactive Server Management (40 Servers)

- Performance Monitoring with Alerts
- Disk Utilization Monitoring with Low Disk Space Alerts
- Automated Restart of Failed Services
- Windows Patch Management with Scheduled Reboots
- User Account Creation and Maintenance
- Configuration Changes and Troubleshooting via Heart Service Desk

Desktop/Laptop Management (Up to 450 Windows Computers)

- Windows Patch Management with Scheduled Reboots
- Software Installation and Maintenance
- Scheduled Disk Cleanup
- Configuration Changes
- Troubleshooting via Heart Service Desk

Secure Internet Gateway with Content Filtering (Entire County Plus Guest Network)

- Cloud Managed DNS-Layer Security
- Block Requests to Malicious Domains, IPs, URLs, and Files Used in Attacks
- Category-Based Content Filters to Block Domains with Unwanted Content
- Prevent Web and Non-Web Callbacks from Compromised Systems
- Pinpoint Compromised Systems Using Real-Time Security Activity Reports

Microsoft 365 SaaS Protection (Up to 450 Users)

- Automated, continuous backups of Microsoft 365 user data
- Flexible Retention
- Ransomware Protection
- Restore Individual Files, Folders, or Entire User Data
- Data Stored in Compliance with SOC 1/SSAE 16 and SOC 2 Type II Reporting Standards
- Cloud-Based Backups

Microsoft 365 Advanced Security (Up to 450 Users)

- Advanced Security Protection for Microsoft 365 Email, OneDrive, SharePoint, and MS Teams
- Protects Against Ransomware, Malware, Phishing Attacks, and BEC Attacks
- Zero-Day Threat Protection
- Cloud-Based Protection (No Software or Hardware Needed)

Scope of Services

Security Awareness/Literacy Training (Up to 450 Email Users)

- Simulated Phishing Attacks with Highly Realistic Phishing Messages
- Education on the Adverse Impacts of Opening Malicious Links and Attachments
- Advanced Enterprise Reports Displaying Click Through Rates
- Recommended Training for Users as Needed

Multi-factor Authentication (Up to 500 Users)

- MFA Configured for
 - Office 365
 - Server Authentication
- MFA Software Installed on Users Android or iOS Device
- DUO User/Device Administration

Secure Access Service Edge (SASE) - (Up to 140 Users)

- Cloud-Based consolidate network security
- Global distributions service for user endpoints
- "Always On" VPN
- Distributed inspection and policy enforcement

Advanced Endpoint Protection with Response and Remediation (490 Windows Devices)

- 24/7 Security Operation Center (SOC) Response and Remediation
- Next-Generation Endpoint Security with AI-Powered Monitoring
- Innovative Prevention of Endpoint Security Threats
- Visibility into Root Causes and Origins
- Automatic Threat Isolation

ThreatLocker Advanced Application Security (Up to 450 Devices)

- Application Policy Control
- Ringfencing
- Elevation Control without Granting Admin Access
- Storage Control (USB, Network, and Local Hard Drives)
- streamlined Permission Requests

SIEM with SOC (Up to 450 Devices)

- Ingestion and analysis of network & endpoint logs (90-day logging)
- MITRE ATT&CK® framework mapping
- Integration with Microsoft 365
- 24/7 SOC Investigates Alerts, Escalates Cases, and Supports Response
- Customized Detection & Threat Hunting

Scope of Services

Onsite Technicians (Qty. 2)

- Each Technician 3 Days Per Week (M-F 8:00 a.m. to 4:30 p.m. excluding holidays)
- Scheduled in Advance with Site Coordinator

Terms and Conditions

1. Customer Responsibility

- CUSTOMER shall designate an IT decision-maker/point of contact:
- IT PoC Name: _____
- IT PoC phone & email: _____
- CUSTOMER shall work with HEART to determine the schedule of the onsite technicians.
- CUSTOMER shall work with HEART to create a list of all equipment and applications that are considered critical and non-critical.
- CUSTOMER shall provide a list of personnel responsible for approving after-hours service.
- CUSTOMER is responsible for notification to Heart of any additions or deletions to equipment.
- CUSTOMER shall purchase Heart-approved equipment prior to adding to agreement.
- CUSTOMER shall provide all administrative credentials for items to be managed.

2. Limitations

- Servers, Desktops, Laptops, Thin Clients must be running an Operating System that is under current manufacturer support.
- Software must be under vendor support.
- Lifecycle replacements for New Desktops/Laptops, New Server Hardware, New Switches, New Firewalls, Windows Version Upgrades, or Server Operating System Migrations will be handled as a Project and billed outside of this agreement.
- Technical support for public-owned devices connecting to CUSTOMER wireless or wired infrastructure is not covered under this contract.
- Full Server, Desktop, or M365 tenant recovery is billed as T&M and is outside the scope of this contract.
- All support is attempted remotely except for schedule site visits. If remote support cannot resolve a given issue, a site visit will be required. Site visits which are outside or, or in addition to, the scheduled onsite time, shall be billed at discounted T&M rate
 - Normal business hours T&M Rates are: \$150/hr. for Desktop and Server labor, and \$175/hr. for Networking labor - billed in ½-hour increments.
- No T&M work shall be executed or billed to the CUSTOMER without the express consent of the IT Decision Maker / Point of Contact.

3. Prerequisites for This Agreement

- None

4. Response Time

- Upon receipt of CUSTOMER's report of any Minor malfunction of equipment or general service request, HEART will respond to CUSTOMER within (4) hours from the time the service call is received. HEART will complete all repairs as quickly as possible, during normal business hours.
- Upon receipt of CUSTOMER's report of any Major malfunction of equipment, HEART will respond to CUSTOMER within (1) hour from the time the service call is received. HEART will complete all repairs as quickly as possible.
- Normal business hours are defined as 8:00 a.m. to 4:30 p.m., Monday through Friday excluding Holidays.
- After-hours is defined as 4:30 p.m. to 8:00 a.m., 7 days a week including holidays. No T&M work shall be executed or billed to the CUSTOMER without the express consent of the IT Decision Maker / Point of Contact. Charges for after-hours work shall be 1.5x the discounted T&M rate (\$225/hr. for Desktop and Server labor, and \$262.50/hr. for Networking labor - billed in ½-hour increments). For Sundays and Holidays, the charge is 2x the discounted T&M rate (\$300/hr. for Desktop and Server labor, and \$350/hr. for Networking labor billed in ½-hour increments).
- Major malfunction is defined as:
 - Critical services down, for which there is no reasonable workaround.
 - Network connectivity down.
 - Mission critical IT equipment down, for which there is no reasonable workaround.

Terms and Conditions

- Mission critical applications down, for which there is no reasonable workaround.
- All emergency service requests must be made through HEART service numbers (309-427-7070 or 877-494-3278). For normal requests please email heartsupport@heart.net and a support ticket will be created.
- All support is attempted remotely except for scheduled onsite hours. If an unscheduled or supplemental Onsite visit is requested or deemed necessary by HEART during business hours, it is available at discounted T&M rates (\$150/hr. for Desktop and Server Labor, and \$175/hr. for Networking labor - billed in ½-hour increments). No T&M work shall be executed or billed to the CUSTOMER without the express consent of the IT Decision Maker / Point of Contact.

5. Term

- The term of this service contract is thirty-six (36) months, beginning (MM/YYYY)_____ Through (MM/YYYY)_____
- At the end of the 36 months, the CUSTOMER has the option to continue this agreement on a month-to-month basis or to renew the agreement for an additional 36 months under the same terms and conditions.

6. Payments

- Payments due, a month in advance, from CUSTOMER to HEART shall be made within thirty (30) days from the date of invoice. Interest charges may be assessed at a rate of 1% on invoices over sixty (60) days. Failure to make prompt payments within the 60-day period entitles HEART to enter into a cure period of 30 days.
- CUSTOMER agrees that the monthly charges outlined in this agreement are subject to an annual adjustment. A 3% increase shall be applied to this agreement at the end of each 12-month billing period. This adjustment will automatically take effect and does not require the execution of an addendum to the agreement.
- HEART shall review the counts for devices, users, licenses, etc. covered under this agreement on a semi-annual basis. Significant changes to the counts (increases or decreases) will be communicated to the county along with the a proposed adjustment to the monthly recurring charges. Both parties shall agree to the adjusted proposal before the billing amount changes.

7. Taxes

- The charges incurred by CUSTOMER under this Agreement do not include any federal or state sales tax.

8. Entire Agreement

- This Agreement shall constitute the entire Agreement between CUSTOMER and HEART for REMOTE MONITORING SERVICE. CUSTOMER DOES HEREBY ACKNOWLEDGE TO READING ALL OF THE PROVISIONS OF THIS AGREEMENT. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR STIPULATIONS, WRITTEN OR ORAL, NOT HEREIN CONTAINED. NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT BY IN WRITING EXECUTED BY AN AGENT OF HEART TECHNOLOGIES, INC. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN AUTHORIZED AGENT OF HEART AND CUSTOMER.

9. Limitations of Liability

- CUSTOMER agrees that neither HEART, nor its subcontractors shall be liable for any loss or damage to the EQUIPMENT or arising from the EQUIPMENT or other property or injury or death to the CUSTOMER's agents, employees or customers arising in connection with the support service or other contract services provided by HEART or its subcontractors under this Agreement. IN NO EVENT SHALL HEART OR ITS SUBCONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS BY CUSTOMER OR BUSINESS, REVENUES OR GOODWILL), ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT OR ANY SERVICES PERFORMED OR MATERIALS PROVIDED INCIDENTAL THERETO.
- BUYER AND SELLER REPRESENT AND WARRANT THAT THEY BOTH HAVE CAPACITY AND AUTHORITY TO ENTER INTO EXECUTE AND DELIVER THIS AGREEMENT.



Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
2. Terms and amount of payment shall be those specified herein. If not specified in the proposal, payment shall be 50% down at contract signing, 30% upon receipt of materials, and the remaining 20% due upon completion of this contract where the work is completed within the same month as the billing period. Where work continues beyond a period of 30 days, or is delayed for reasons beyond the control of HEART Technologies, Inc., monthly progress payments shall be paid in an amount equal to the labor and material on a percentage of completion basis of the job covered by this contract. Payment shall be made to HEART Technologies, Inc. by the 10th of the month following the date of any billing. HEART Technologies, Inc. shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. In the event suit is filed by HEART Technologies, Inc. to collect any Moneys due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all cost, and the attorney's fees incurred. Past Due balances shall be charged finance charges at a rate of 1.5% per month. Customer agrees to pay these charges, if for any reason payments are not received by due date.
3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
4. All prices quoted herein are firm upon acceptance of this proposal, and are subject to correction prior to acceptance. All written proposals are conditioned upon acceptance within time limit specified on the face of this proposal. Verbal quotations are subject to immediate acceptance and terminate the day they are made.
5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc..
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.
15. This agreement, and any issues arising in connection with it, shall be governed by, and construed in accordance with, the laws of the State of Illinois.
16. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and all previous negotiations and agreements, representations and warranties, written or oral.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Dr. Steven Dickey of 215 Indian Creek Ct., Pekin, IL 61554 to the Tazewell County Board of Health for a term commencing July 01, 2024 and expiring June 30, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Dr. Steven Dickey to the Tazewell County Board of Health and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Dr. Steven Dickey to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Bobbi Mullis of Unity Point Health to the Tazewell County Board of Health for a term commencing July 01, 2024 and expiring June 30, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Bobbi Mullis to the Tazewell County Board of Health and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Bobbi Mullis to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Gary Burton of 19297 Townline Road, Pekin, IL 61554 to the Tazewell County Board of Health for a term commencing July 01, 2024 and expiring June 30, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Gary Burton to the Tazewell County Board of Health and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Gary Burton to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Eric Schmidgall, 11881 Boston School Road, Mackinaw, IL 61755 to the Tazewell Woodford Youth Services Board for a term commencing June 27, 2024 and expiring November 30, 2024.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Eric Schmidgall to the Tazewell Woodford Youth Services Board and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Eric Schmidgall to the Tazewell Woodford Youth Services Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify The Center for Youth & Family Solutions of this action.

PASSED THIS 26th DAY OF JUNE, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT
LU-24-06
(ZBA Case No. 23-38-S)
(Petitioner’s Request for an Extension)

Chairman and Members of the Tazewell County Board:

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

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

R E S O L U T I O N

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

WHEREAS, said ordinance requires a Special Use for a Commercial Solar Energy Facility in the “A-1” Agriculture Preservation District; and

WHEREAS, the County Board approved Special Use Case No. 23-38-S request on May 31, 2023; and

WHEREAS, the Petitioner had requested a Two Year Extension of Special Use Case No. 23-38-S; and

WHEREAS, the ZBA deliberated its decision on April 2, 2024 and voted to recommend approval of the Special Use Extension with revised condition(s); and

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

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

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

NOW THEREFORE BE IT RESOLVED, that the County Board **APPROVE** this resolution and the petitioner’s request for a Two Year Extension of Special Use Case. No. 23-38-S with the finding of fact as provided by the ZBA/Land Use Committee with conditions.

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

Adopted this _____ day of _____, 2024.

ATTEST:

Tazewell County Board Chairman

Tazewell County Clerk

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

(Zoning Board Case No. 23-38-S)
(Petitioner's Request for an Extension)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, by Catmint Solar, LLC requesting a two (2) year extension on said Special Use application as originally approved by the Tazewell County Board on May 31, 2023, to allow construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District; and

WHEREAS, a public hearing on said extension designated as Zoning Board Case No. 23-38-S was 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, with conditions; and

WHEREAS, said report of the Zoning Board of Appeals contained the following condition(s):

1. The Facility Owner shall maintain setbacks as specified by the State of Illinois;
2. A single perimeter fence shall be acceptable should it be adjacent to an active Solar Farm;
3. The maximum height shall be 20' at full tilt;
4. Vegetative screening **surrounding the project area** shall be a Blue Spruce or a similar species to be at least 7' at the time of planting and densely planted; **(amended by the ZBA 4/2/24)**
5. The project area shall be planted with a pollinator friendly ground cover per the vegetation plan;
6. Noise: the Facility shall comply with the sound limitations established by the Illinois Pollution Control Board under 35 Ill. Adm. Code Parts 900, 901, and 910;
7. The facility Owner shall provide the results and recommendations from consultation with the Illinois Department of Natural Resources that are obtained through the Ecological Compliance Assessment Tool (EcoCAT);

8. The Facility Owner shall provide results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with any applicable United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review;
9. The Facility Owner shall demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission or consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission.
10. The Facility Owner shall provide evidence of consultation with the Illinois State Historic Preservation Office to assess potential impacts on State-registered historic sites under the Illinois State Agency Historic Resources Preservation Act

which conditions are hereby ADOPTED by the County Board as the reason for APPROVING the Special Use request extension.

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

SECTION I. The petition Catmint Solar, LLC requesting a two (2) year extension on said Special Use application as originally approved by the Tazewell County Board on May 31, 2023, to allow construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District on the following described property:

Owner of Property: Walter R Eisele Estate C/o Paul E. Smith Jr. Executor

20659 Eisele Rd. East Peoria, IL 61611

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

is hereby granted, with conditions.

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

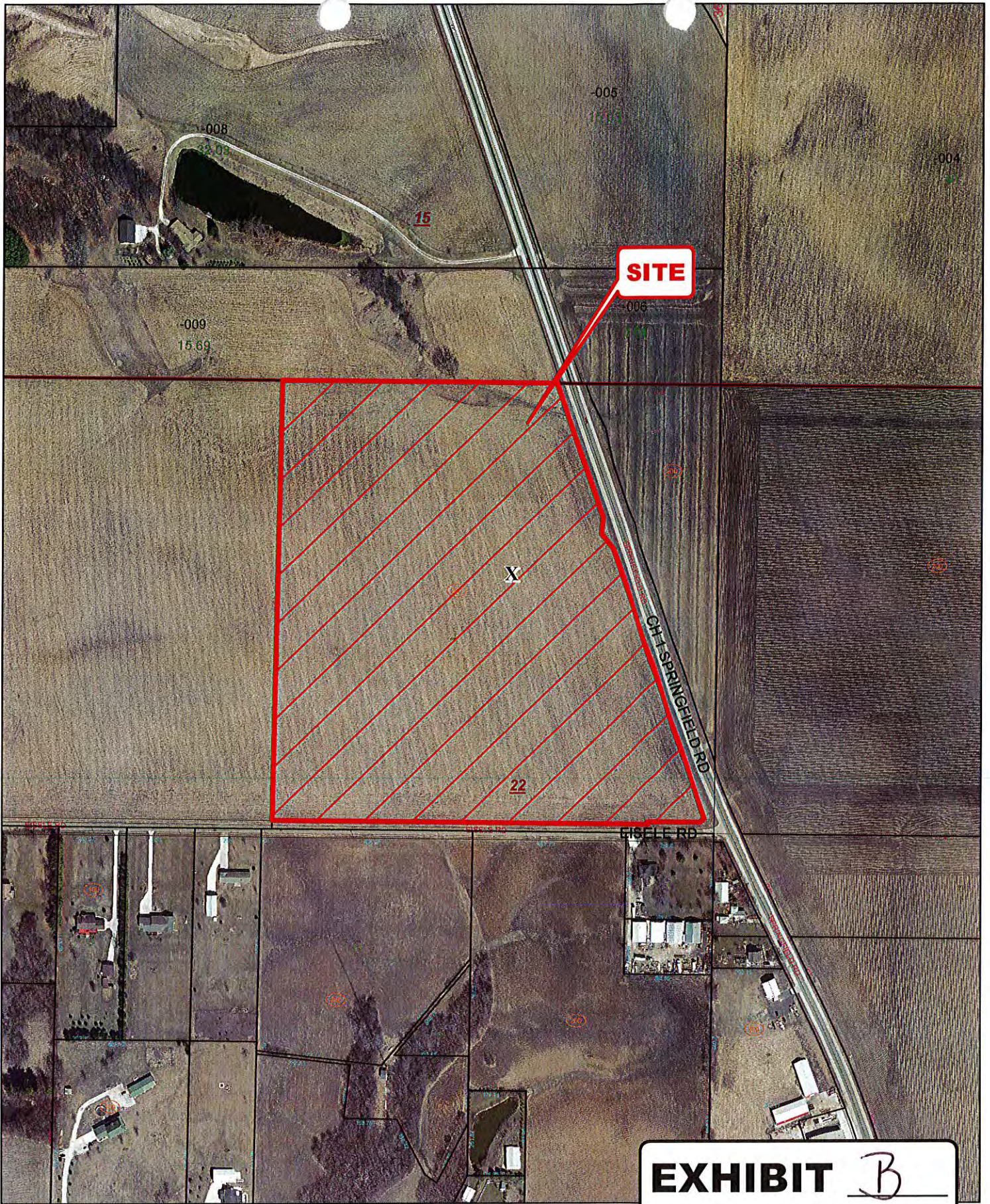
PASSED AND ADOPTED this _____ day of _____, 2024.

Ayes _____ Nays _____ Absent _____

Chairman
Tazewell County Board

ATTEST:

County Clerk
Tazewell County, Illinois



SITE

X

22

EXHIBIT B



0 100 200 400 600 800 Feet

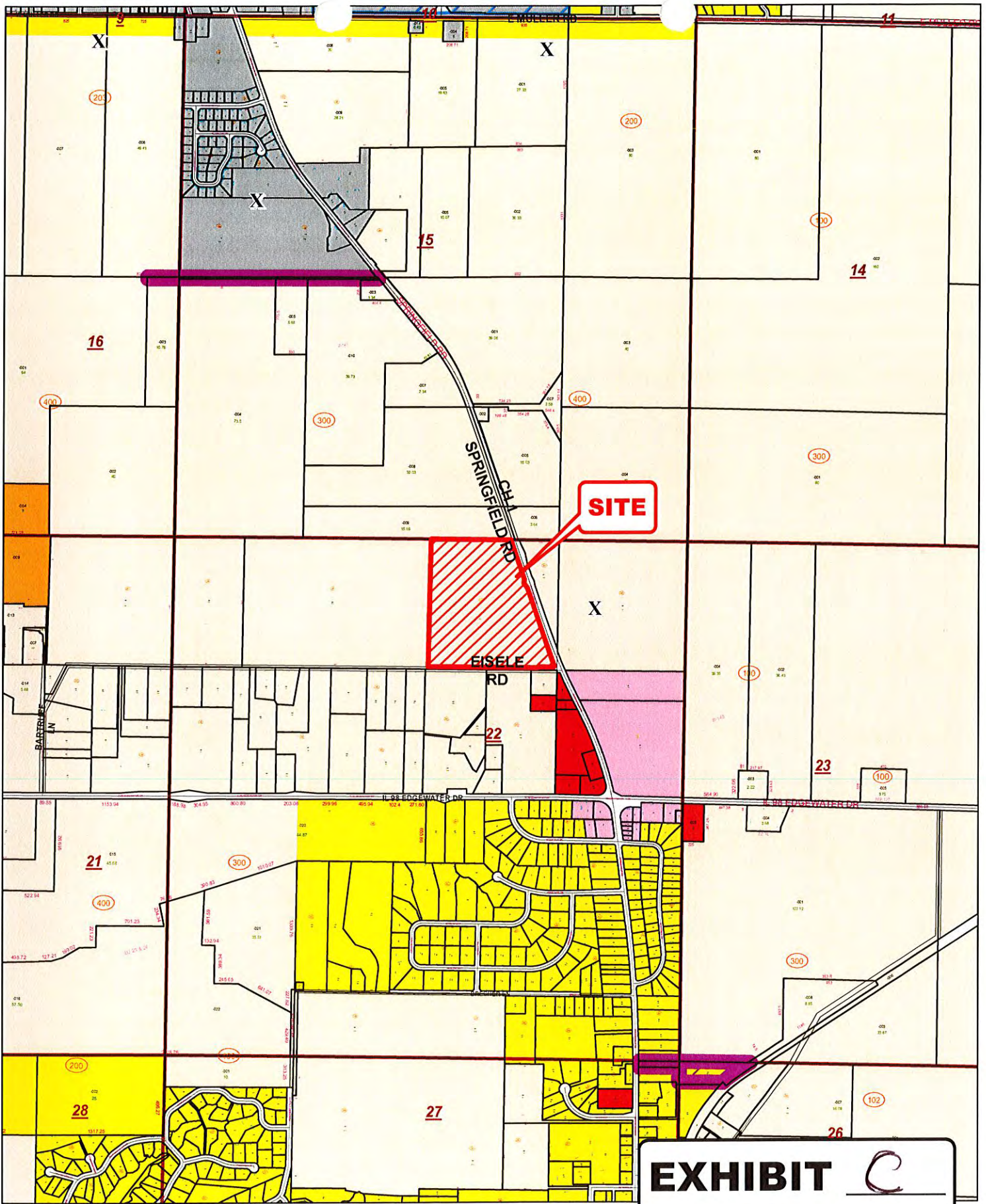


EXHIBIT C



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

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

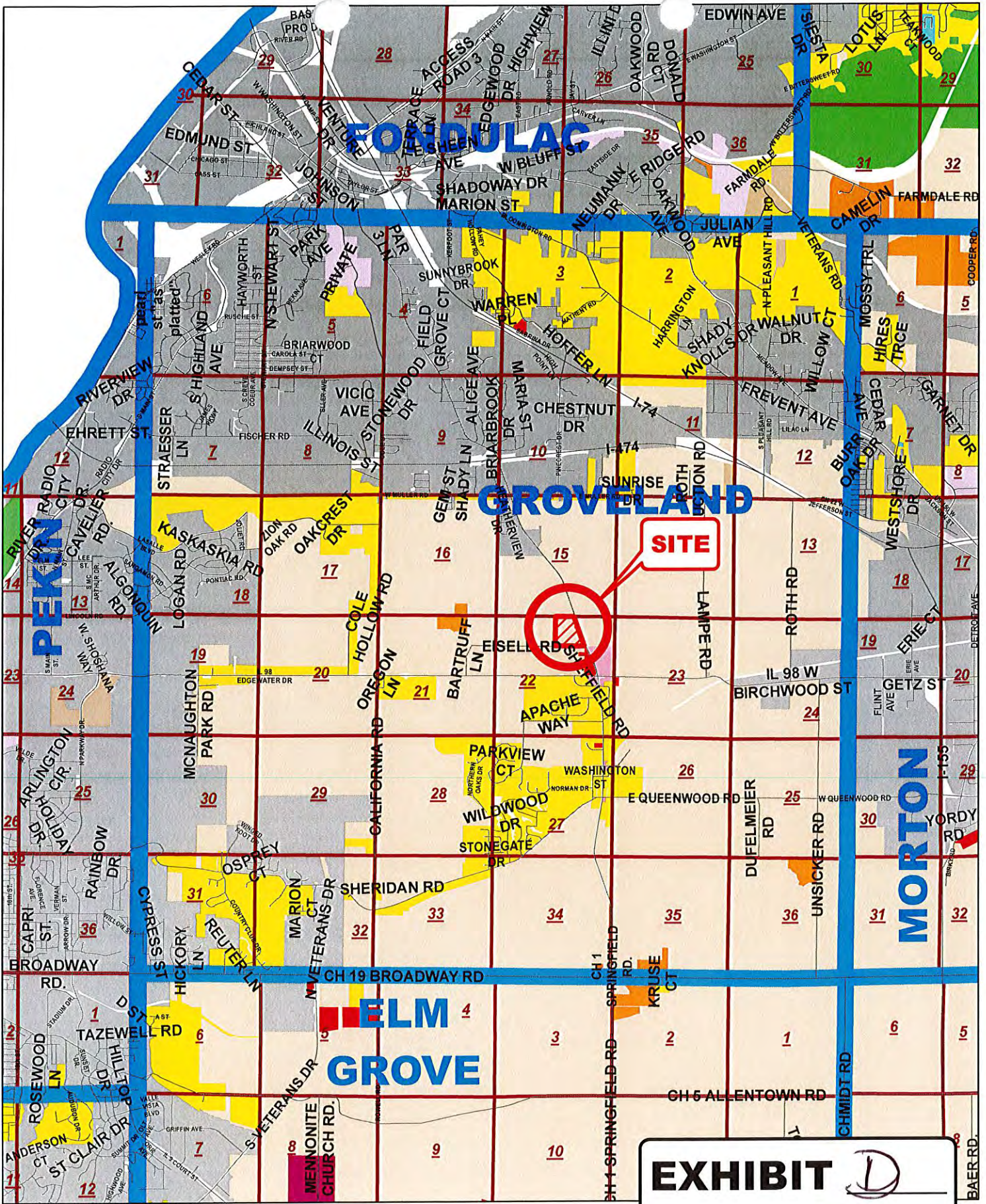


EXHIBIT D



0 1,503,100 6,200 9,300 12,400 Feet

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

COMMITTEE REPORT

LU-24-08

(ZBA Case No. 24-13-S)

Chairman and Members of the Tazewell County Board:

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

RE: Approval of Special Use Petition of Coyote Road Solar, LLC.

R E S O L U T I O N

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

WHEREAS, said ordinance requires a Special Use for a Commercial Solar Energy Facility in the “A-1” Agriculture Preservation District; and

WHEREAS, a public hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on May 7, 2024 in Case No. 24-13-S; and

WHEREAS, the ZBA deliberated its decision on May 7, 2024 and voted to recommend approval of the Special Use with condition(s); and

WHEREAS, your Land Use Committee met on May 14, 2024 to consider: the application, report of the ZBA, the recommendation of the Community Development Administrator and Land Use Planner.

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

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

NOW THEREFORE BE IT RESOLVED, that the County Board **APPROVE** this resolution and the petitioner’s request for Special Use Case. No. 24-13-S with the finding of fact as provided by the ZBA/Land Use Committee with conditions.

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

Adopted this _____ day of _____, 2024.

ATTEST:

Tazewell County Board Chairman

Tazewell County Clerk

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

(Zoning Board Case No. 24-13-S)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, by Coyote Road Solar, LLC c/o RWE Solar Development, LLC for a Special Use to allow the construction of a 150 Mega Watt Utility Scale Solar Farm in an A-1 Agriculture Preservation District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 24-13-S was held by the Tazewell County Zoning Board of Appeals on May 7, 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, with the following conditions:

1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).
2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
4. Vegetative screening, such as a species of pine tree, shall be 6' at planting as proposed in the application and in any other location as determined desirable by the Community Development Administrator.
5. The Facility Owner shall comply with the requirements of the Tazewell County Health Department regarding all wells identified in the project areas.
6. The Facility Owner shall provide fire protection training to all potentially responding fire districts.

7. The Facility Owner shall provide Community Department with the Farmland Drainage Plan per 55 ILCS 5/5-12020 (j-5).

8 The implementation period shall not be more than 24 months from the date of the final decision.

; and

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

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

(POSITIVE) The proposed special use is to permit the construction of a solar farm within an A-1 district. Tazewell County zoning code permits the construction and operation of solar farms within A-1 districts as a special use. Therefore, the proposed special use conforms to the Tazewell County code.

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

(POSITIVE) The proposed special use does not contradict any of the purposes, goals, objectives, or standards of Tazewell County's Comprehensive Plan. Therefore, this finding is judged to be positive.

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

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

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

(POSITIVE) Per the applicant, the project will have a fence and vegetative screening to minimize any visual impacts. According to the site design the project either meets or exceeds the necessary setback set by Tazewell County zoning code.

5. *The establishment, maintenance or operation of the Special Use shall not be detrimental to*

or endanger the public health, safety, morals, comfort or general welfare of the neighboring vicinity.

(POSITIVE) The proposed site will be secured by a seven-foot fence. The setbacks for project areas close to non-participating residencies will exceed the required 50 feet setback and additionally have vegetative buffering. These added features to the site will help secure the public health and comfort of the neighboring vicinity.

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

(POSITIVE) The proposed special use will operate in accordance with health department regulations and employees will be present during hours of operations which will mitigate potential injuries from the proposed special use.

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

(POSITIVE) There is no evidence that consistently guarantees that the development of a solar farm will diminish property values for there are studies that support and refute this claim. But efforts are being made to mitigate any impacts to property values such as following Tazewell County zoning code, building a seven-foot fence, exceeding the mandated setbacks, and utilizing vegetative screening.

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

(POSITIVE) Per the applicant the project site plans include all necessary access roads, drainage, and necessary facilities for the project. The applicant is also in the process of obtaining an Interconnection Agreement to establish a connection to Ameren's Illinois Jefferson Substation.

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

(POSITIVE) The necessary utilities and facilities will be provided by the applicant.

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

Not Applicable

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

Not Applicable

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

(POSITIVES) The proposed site has soil that is prime for agriculture but after the life cycle of the project the soil can be reverted to farmland.

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

(POSITIVE) The existing uses of the properties within the general area are A-1 districts. The construction and operation of a solar farm is a permitted special use within A-1 districts. Therefore, the proposed special use is consistent with the uses within the general area.

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

(POSITIVE) The property in question is zoned A-1 which permits the operation of an agriculture-related business. Therefore, the property in question is suited for the proposed special use.

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

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

SECTION I. The petition of Coyote Road Solar, LLC c/o RWE Solar Development, LLC for a Special Use to allow the construction of a 150 Mega Watt Utility Scale Solar Farm in an A-1

Agriculture Preservation District on the following described property:

Current Owner of Property:

Parcel I.D. No.	Owner Name	Owner Address	Owner Csz
20-20-24-300-001	Yontz Douglas	41 Pennsylvania Ct	Morton IL 61550
20-20-26-400-002	JP Property 1 LLC	180 Detroit Ave	Morton IL 61550
20-20-25-300-001	JP Property 1 LLC	180 Detroit Ave	Morton IL 61550
20-20-25-200-001	Betzelberger Robert L	1223 Del Webb Blvd	Spring Hill TN 37174
21-21-30-200-001	Rademaker Eldon & Elmer % Nick Rademaker	6310 Wagon seller Rd	Manito IL 615460000
20-20-24-400-001	Betzelberger Linda L Betzelberger Family Farms LLC	303 Peace Field Ln	East Peoria IL 61611
20-20-24-400-002	% Betzelberger Robert & Luellen	1223 Del Webb Blvd	Spring Hill TN 37174
20-20-24-400-004	Yontz Teddy R & Kathryn	121 Heritage Ln	Delevan IL 61734
20-20-24-400-003	Eeten Marlene F	225 Towerline Rd Po Box 261	San Jose IL 62682
21-21-19-300-003	Behrends Brent E & Rosemary E	17337 Cr 3300 E	San Jose IL 62682
21-21-30-400-004	Cotterman Robert F & Linda L Trustee	2126 Patricia Ave	Los Angeles Ca 90025
21-21-30-400-003	Yontz Berger Carol Trust	4N863 Nelson Dr P.O. Box 66	Wayne IL 60184
20-20-25-200-007	Betzelberger Robert L	1223 Del Webb Blvd	Spring Hill TN 37174
20-20-25-100-008	Masterson Farms, LLC % Roberts Jenelle	4023 W National Ave	Milwaukee Wi 53215 Mason City IL 62664
21-21-19-300-002	Behrends Michael W & Mary M	35896 E Cr 1000 N	

Currently a part of P.I.N. 20-20-24-300-001 – 74.520 acres, 20-20-26-400-002 – 78.000 acres, 20-20-25-300-001 – 80.000 acres, 20-20-25-200-001 – 79.67 acres, 21-21-30-200-001 – 159.200 acres, 20-20-24-400-001 – 39.470 acres, 20-20-24-400-002 – 40.170 acres, 20-20-24-400-004 – 40.000 acres, 20-20-24-400-003 – 45.000 acres, 21-21-19-300-003 – 77.390 acres, 21-21-30-400-004 – 80.820 acres, 21-21-30-400-003 – 80.810 acres, 20-20-25-200-007 – 66.470 acres, 20-20-25-100-008 – 320.000 acres, and 21-21-19-300-002 – 77.390 acres; for a combined total of 1,338.91 acres of which approximately 1,300 +/- acre will be utilized

all situated in part of the SW ¼ and SE ¼ of Sec 24, NW ¼, NE ¼ and SW ¼ of Sec 25, and the SE ¼ of Sec 26 of Malone Twp, T22N, R5W of the 3rd P.M. and part of the SW ¼ of Sec 19, NE ¼ and SE ¼ of Sec 30 of Delavan Twp, T22N, R4W of the 3rd P.M., Tazewell Co., Illinois;

Located along the North side of Coyote Road (East of IL Rte. 29 and West of Morris Mill Road);

Along the East and West side of Towerline Road (Co. Hwy. 11) (South of Winkel Road (Co.Hwy. 10) and North of Coyote Road);

Along the North and South sides of Armington Road (East of Towerline Road (Co. Hwy. 11) and West of Morris Mill Road); and

Along the West side of Morris Mill Road (South of Armington Road and North of Coyote Road) is hereby granted, with conditions.

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

PASSED AND ADOPTED this _____ day of _____, 2024.

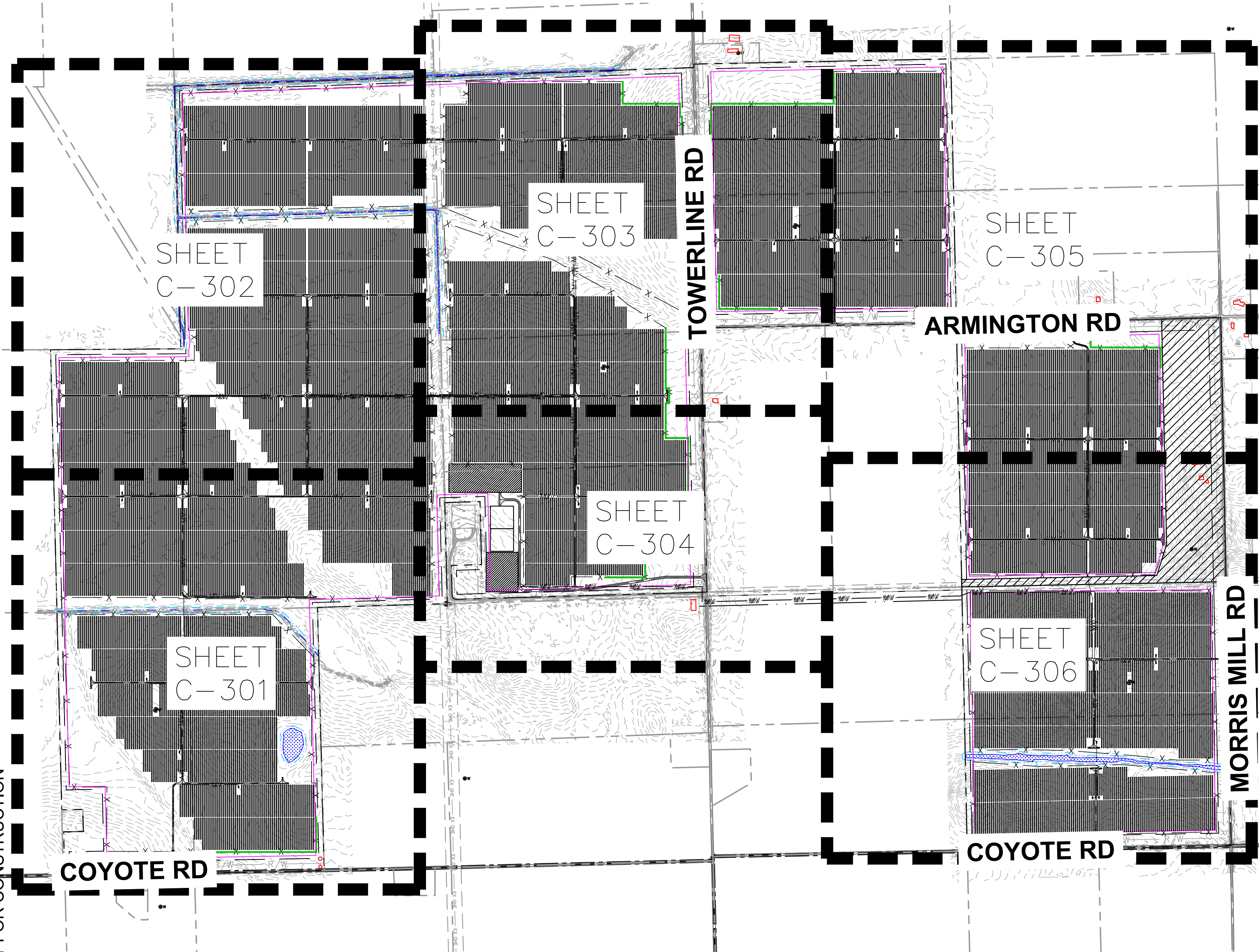
Ayes _____ Nays _____ Absent _____

Chairman
Tazewell County Board

ATTEST:

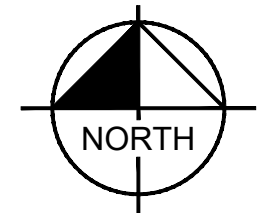
County Clerk
Tazewell County, Illinois

PRELIMINARY - NOT FOR CONSTRUCTION



NOTES

- MINIMUM REQUIRED SETBACKS/BUFFERS (PER COORDINATION WITH RWE 11/08/2023 & TAZEWELL COUNTY SOLAR ORDINANCE) ARE AS FOLLOWS:
 - OCCUPIED COMMUNITY BUILDINGS SETBACK: 150 FT FROM NEAREST POINT ON OUTSIDE WALL OF STRUCTURE
 - NONPARTICIPATING DWELLINGS SETBACK: 150 FT FROM NEAREST POINT ON OUTSIDE WALL OF STRUCTURE
 - PUBLIC ROAD RIGHT OF WAY SETBACK (MEASURED FROM EDGE OF RIGHT OF WAY): 50 FT
 - BOUNDARY LINES OF NON-PARTICIPATING PROPERTY SETBACK: 50 FT
 - CEMETERY SETBACK: 200 FT
 - WATER WELL BUFFER: 25 FT RADIUS
 - WETLAND BUFFER: 25 FT
 - EXCLUSION AREA: N/A
 - OVERHEAD ELECTRIC EASEMENT: 75 FT
- THE PURPOSE OF THIS PLAN IS FOR SPECIAL USE PERMIT REVIEW AND APPROVAL BY TAZEWELL COUNTY TO CONSTRUCT A SOLAR ENERGY SYSTEM.
- THIS PLAN WAS PRODUCED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING TAZEWELL COUNTY, GOOGLE EARTH, AND A TOPOGRAPHIC SURVEY PROVIDED BY RWE ON 12/11/2023. CONTOUR LINES SHOWN AT 1' INTERVALS.
- SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 17179C0450E) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
- THE MAXIMUM HEIGHTS OF ANY SOLAR PANEL SHALL NOT EXCEED 20 FEET.
- COLLECTION LINES WITHIN THE SOLAR FARM WILL BE LOCATED AND MAINTAINED UNDERGROUND.
- ALLOWED EXTENT OF SOLAR PANELS ARE BASED ON THE MINIMUM REQUIREMENTS ESTABLISHED BY THE TAZEWELL COUNTY SOLAR ENERGY SYSTEMS ORDINANCE.
- ALL NECESSARY PERMITS FOR SOIL EROSION CONTROL AND DRIVEWAY CONSTRUCTION WILL BE OBTAINED AS PART OF FINAL ENGINEERING AND PRIOR TO CONSTRUCTION.
- MINIMUM RADII OF PROPOSED ACCESS ROADS ARE 40' UNLESS OTHERWISE NOTED.
- PROPOSED ROAD WIDTHS ARE 12' WIDE.
- CONCEPTUAL ARRAY LAYOUT IS AN INITIAL CONCEPT ONLY, SUBJECT TO CHANGE, AND NOT A FINAL DESIGN. ADDITIONAL CONSIDERATION WILL NEED TO BE GIVEN FOR SPECIFIC MODULE AND RACKING SPECIFICATIONS, INVERTER LOCATIONS AND CAPACITY, SUBSTATION LOCATION & LOCATION WHERE WIRES ARE BROUGHT TOGETHER TO INTERCONNECT SYSTEM COMPONENTS, ACCESS ROADS, AND PERIMETER FENCES FOR CONSTRUCTION.
- WETLANDS SHOWN ARE FROM SWCA WETLAND DELINEATION REPORT AND SHAPEFILES DATED JUNE 2023, PROVIDED BY RWE ON 11/07/2023.
- PER FEMA PANEL MAPS, PANEL 17179C0450E, EFFECTIVE DATE 02/16/2017, THE REMAINDER OF THE PROJECT AREA HAS NO FLOOD PLAINS PRESENT. THE REMAINING AREA IS DESIGNATED AS ZONE X, AREA OF MINIMAL FLOOD HAZARD.
- PROPERTY LINES WERE PROVIDED VIA CAD AND RECEIVED FROM RWE ON 11/07/2023.
- NO EXISTING GAS TRANSMISSION PIPELINES OR HAZARDOUS LIQUID PIPELINES WERE LOCATED WITHIN THE PROJECT AREA VIA THE NATIONAL PIPELINE MAPPING SYSTEM (NPMS) ASSESSED ON 11/06/2023.
- ALL PROPOSED FENCING TO BE 7' TALL GAME FENCE, SEE DETAIL 4 ON SHEET C-400.
- SITE WILL NOT INCLUDE WATER SOURCE OR SEWAGE DISPOSAL. THE SITE WAS REVIEWED ON 11/06/2023 FOR EXISTING WATER WELL LOCATIONS PER THE ILLINOIS WATER WELL INTERACTIVE MAP ONLINE AND ARE IDENTIFIED HEREON.
- SUBSTATION FENCING DESIGN WILL BE SUBJECT TO AMEREN GUIDELINES AND WILL BE DETERMINED DURING FINAL ENGINEERING.



LEGEND

- PROJECT BOUNDARY (DEEDED AREA)
- PARCEL LINE
- SETBACK LINE
- COUNTY LINE
- EX. OVERHEAD ELECTRIC LINE
- EX. OVERHEAD ELECTRIC LINE EASEMENT
- RIGHT OF WAY
- EX. CONTOUR
- EX. SLOPE
- EX. DELINEATED WETLAND (PER SWCA)
- EX. DELINEATED STREAM (PER SWCA)
- EX. DELINEATED WETLAND/STREAM BUFFER
- EX. WATER WELL (PER ILWATER)
- EX. WATER WELL BUFFER (ASSUMED)
- EX. STRUCTURE (TRACED VIA AERIAL)
- EX. EDGE OF PAVEMENT (TRACED VIA AERIAL)
- EX. AMEREN SUBSTATION (TRACED VIA AERIAL)
- EX. AMEREN ACCESS ROAD (TRACED VIA AERIAL)
- EXCLUSION AREA
- ALLOWED EXTENT OF SOLAR PANELS PER COUNTY ORDINANCES
- PR. MV ROUTING
- PR. PANEL RACK
- PR. INVERTER
- PR. SECTIONALIZING CABINET
- PR. FENCE
- PR. ACCESS GATE
- PR. SUBSTATION
- PR. ACCESS ROAD
- PR. LANDSCAPE BUFFER
- PR. LAYDOWN AREA
- PR. EASEMENT

SITE DATA TABLE

PIN #	20-20-26-400-002, 20-20-25-300-001, 20-20-25-100-008, 20-20-24-300-001, 20-20-24-400-003, 20-20-24-400-004, 20-20-24-400-001, 20-20-24-400-002, 20-20-25-200-001, 20-20-25-200-007, 21-21-19-300-002, 21-21-19-300-003, 21-21-30-200-001, 21-21-30-400-003, 21-21-30-400-004
OWNERS OF RECORD	JB PROPERTY 1 LLC, MASTERTSON FARMS, LLC; DOUGLAS YONTZ; MARLENE EETEN; TEDDY & KATHRYN YONTZ; LINDA BETZELBERGER; BETZELBERGER FAMILY FARMS LLC; LOGAN BETZELBERGER TRUST; MICHAEL & MARY BEHREND; BRENT & ROSEMARY BEHREND; ELMER T. RADEMAKER TRUST; CAROL YONTZ BERGER LIVING TRUST; COTTERMAN FAMILY TRUST
DEVELOPER	COYOTE ROAD SOLAR, LLC, WHICH IS A WHOLLY OWNED SUBSIDIARY OF RWE CLEAN ENERGY DEVELOPMENT, LLC
SITE ADDRESS	INTERSECTION OF TOWERLINE RD AND ARMINGTON RD
ZONING JURISDICTION	TAZEWELL COUNTY
CURRENT LAND USE	AGRICULTURE
PROPOSED USE	SOLAR FARM, UTILITY SCALE
TOTAL PROJECT BOUNDARY	1300 ± AC
ALLOWED EXTENTS OF SOLAR PANELS PER COUNTY ORDINANCES AREA	1153 ± AC

No.	REVISIONS	DATE
1	SUP REV 1	02/21/2024



PRELIMINARY NOT FOR CONSTRUCTION

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
268484001	01/12/2024	AS SHOWN	CJP	JCC	TAM

COYOTE ROAD SOLAR OVERALL SITE PLAN

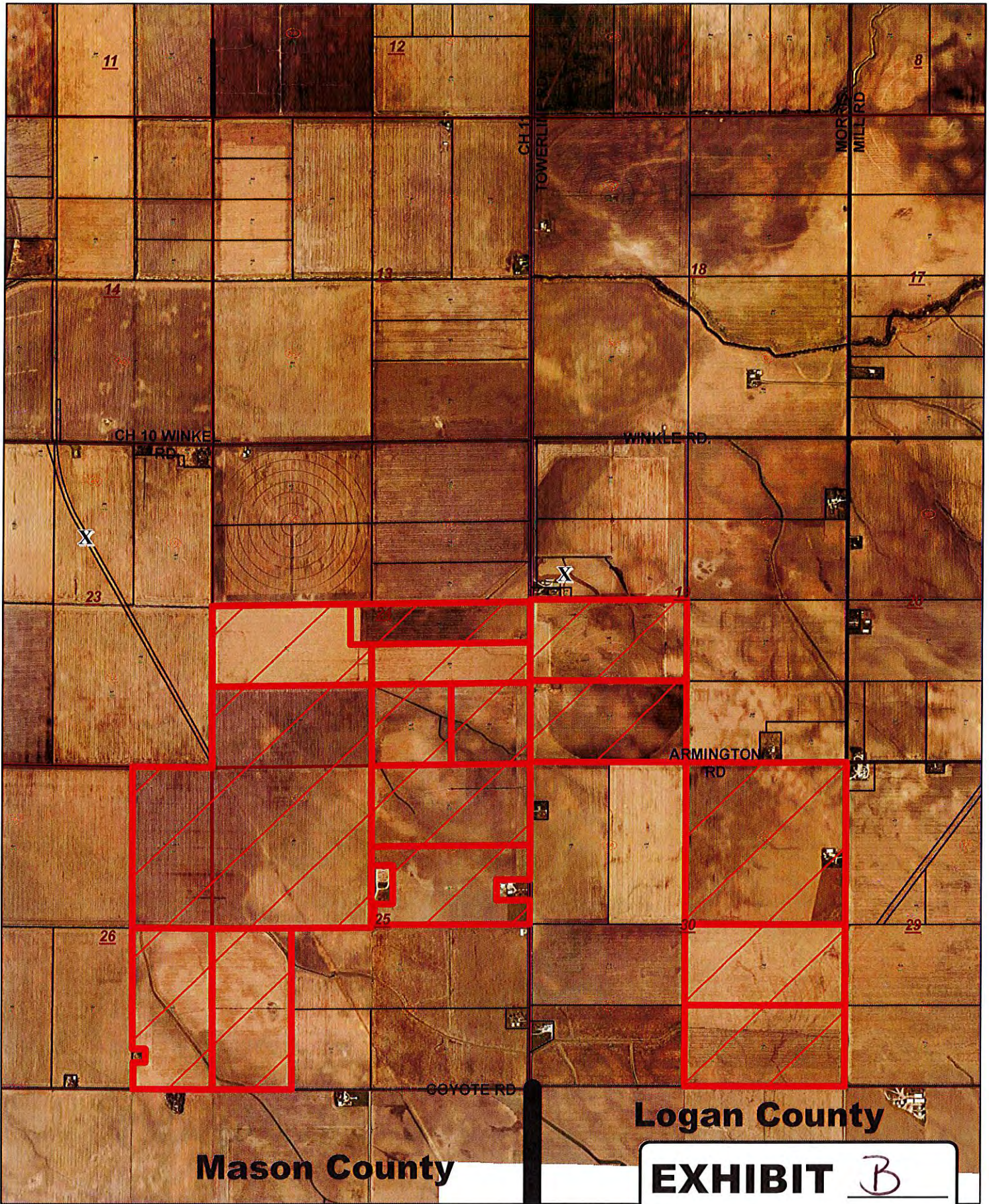
TAZEWELL COUNTY, ILLINOIS

EXHIBIT A

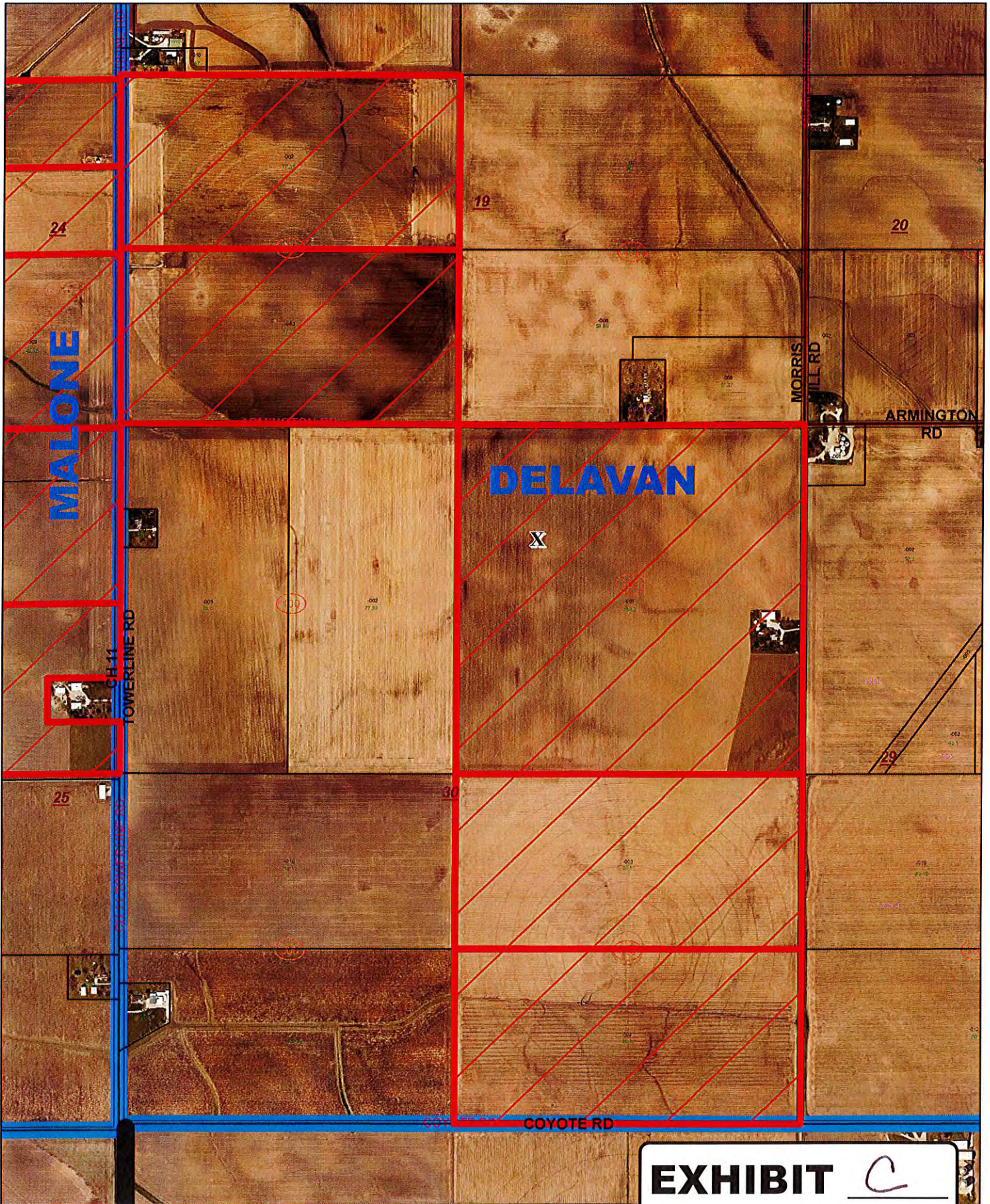
SHEET NUMBER

C-300

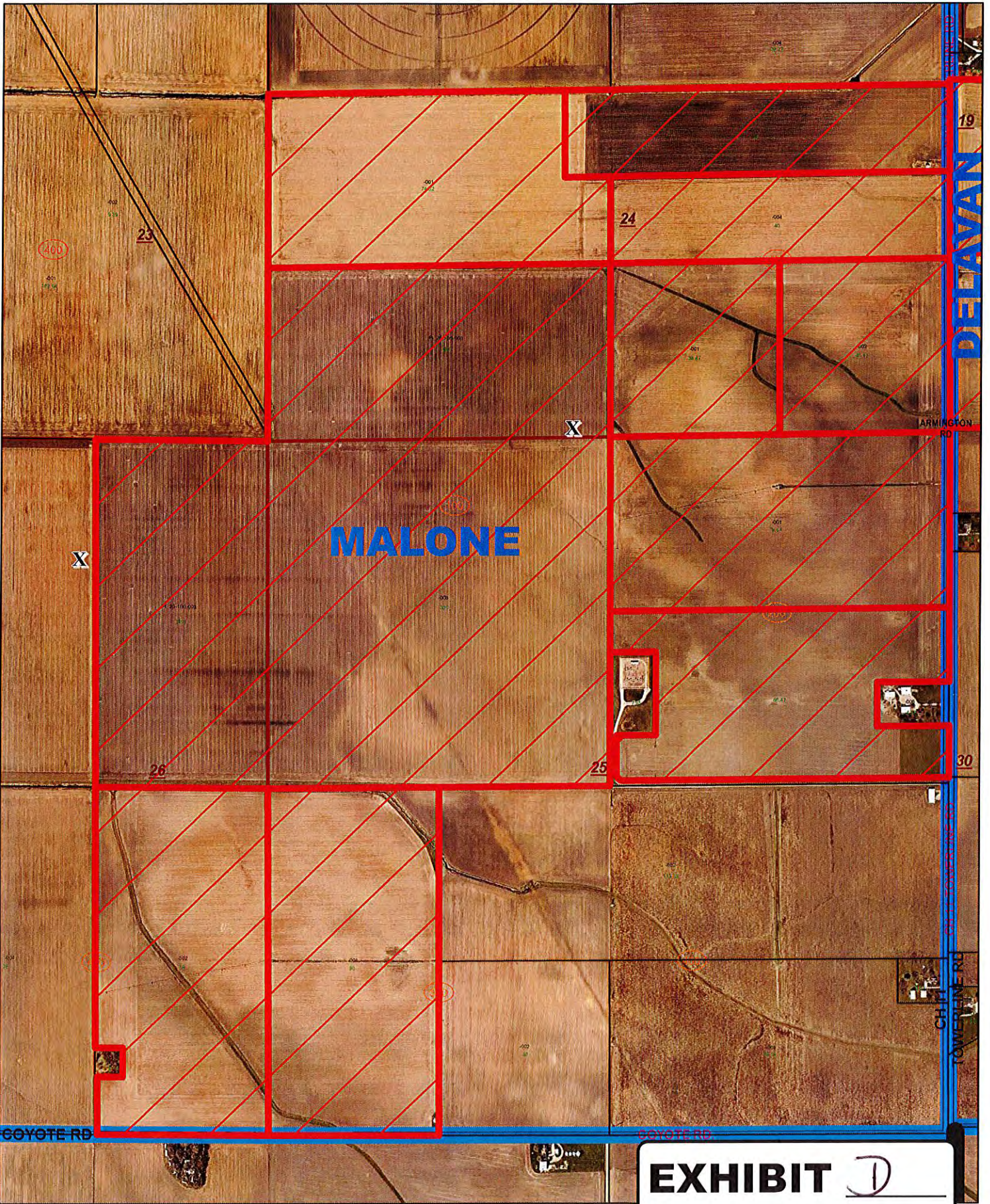


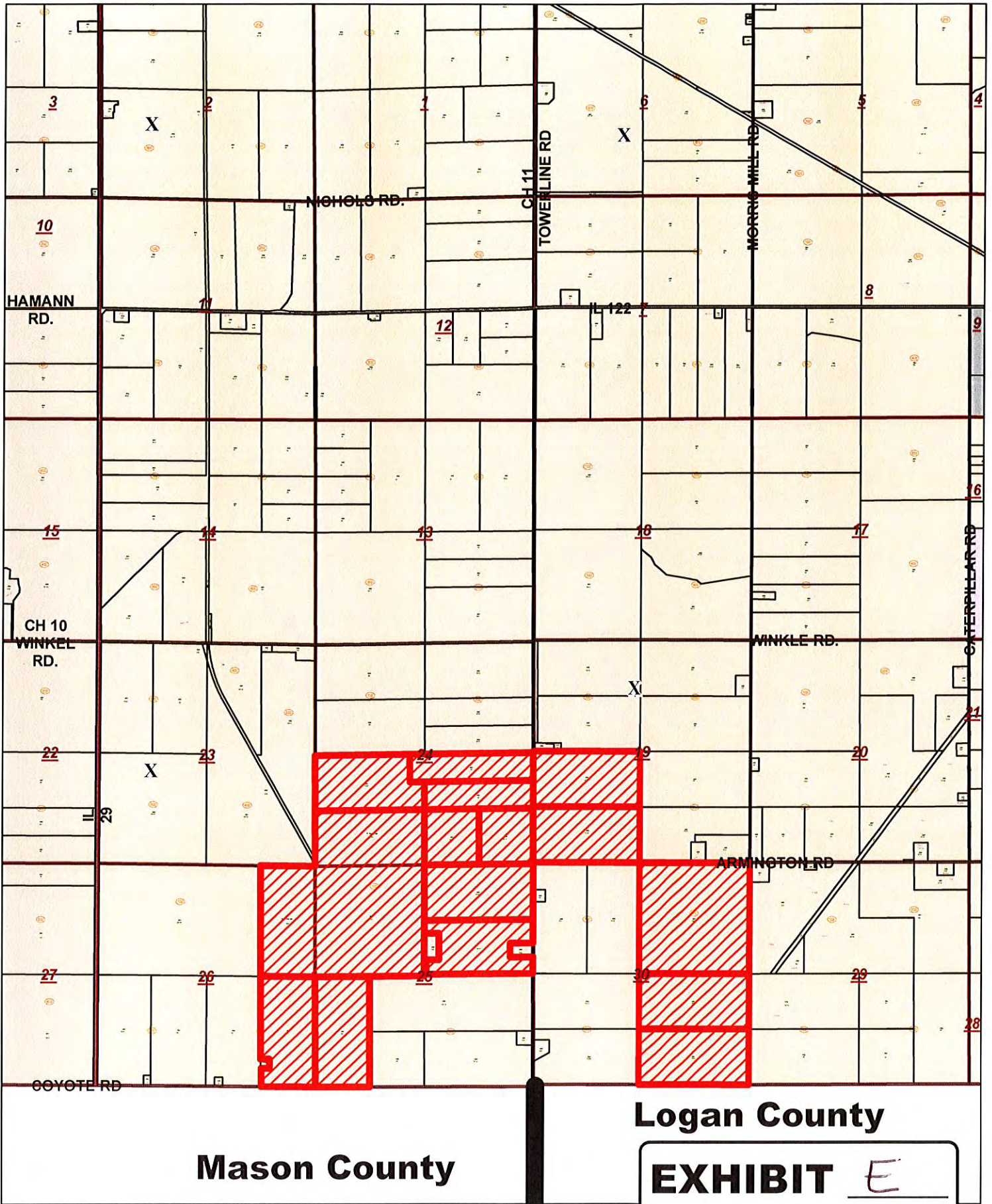


0 550 1,100 2,200 3,300 4,400 Feet



0 265 530 1,060 1,590 2,120 Feet





Mason County

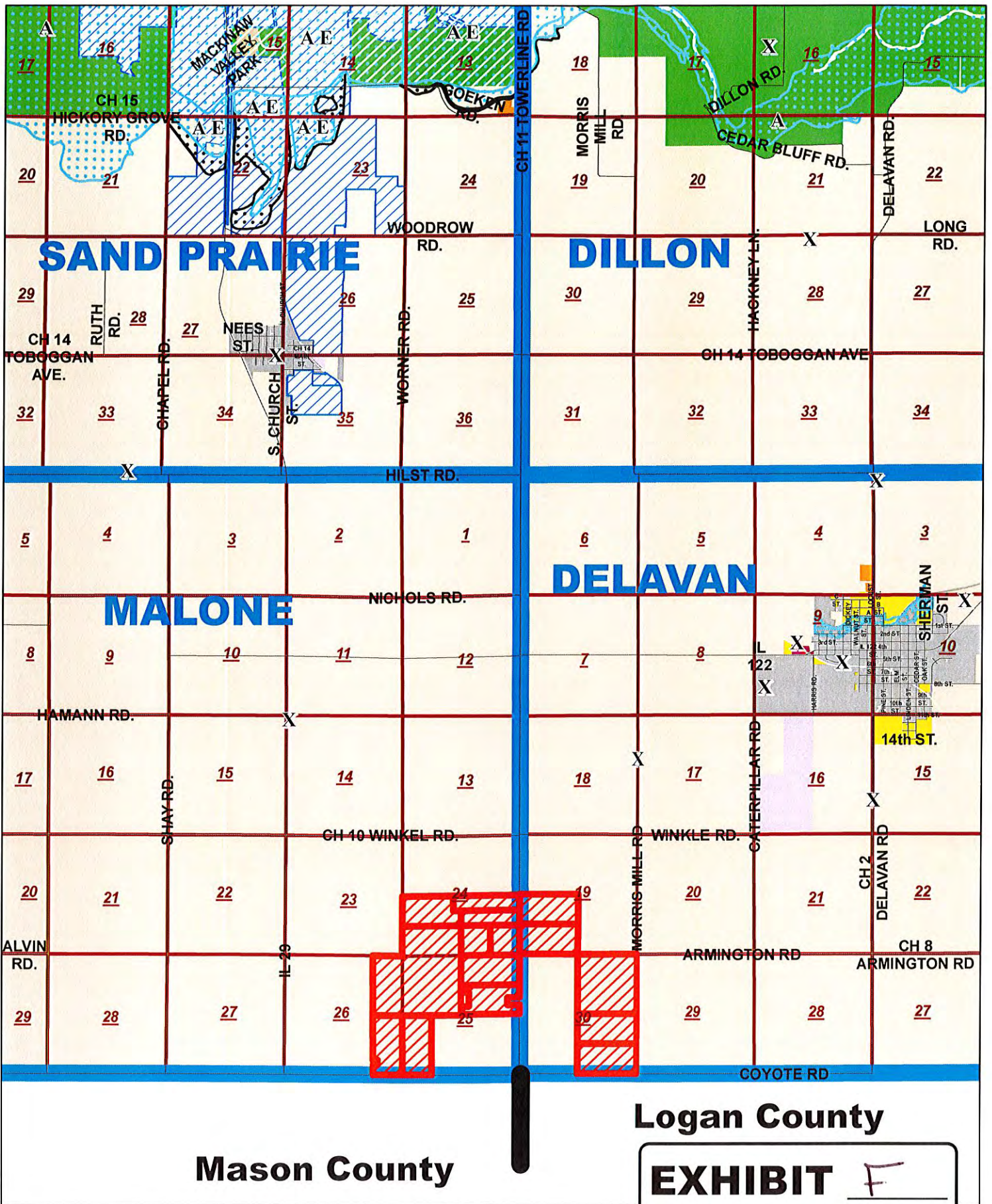
Logan County

EXHIBIT E



Zoning District

- | | | | | | | |
|---------|-----|-----|------|-----|-----|-----|
| AG Area | A-1 | C-1 | CITY | I-1 | R-1 | R-R |
| 181 | A-2 | C-2 | CONS | I-2 | R-2 | |



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

Zoning District

182

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

ISSUE FOR SPECIAL USE PERMIT

FOR

COYOTE ROAD SOLAR

DELAVAN & MALONE TOWNSHIP

TAZEWELL COUNTY, IL 62682 & 61734

APPLICANT/PROJECT OWNER

COYOTE ROAD SOLAR, LLC
 353 N. CLARK STREET #3000
 CHICAGO, IL 60654
 (773) 970-1139
 CONTACT: ELI VAROL

CIVIL ENGINEER

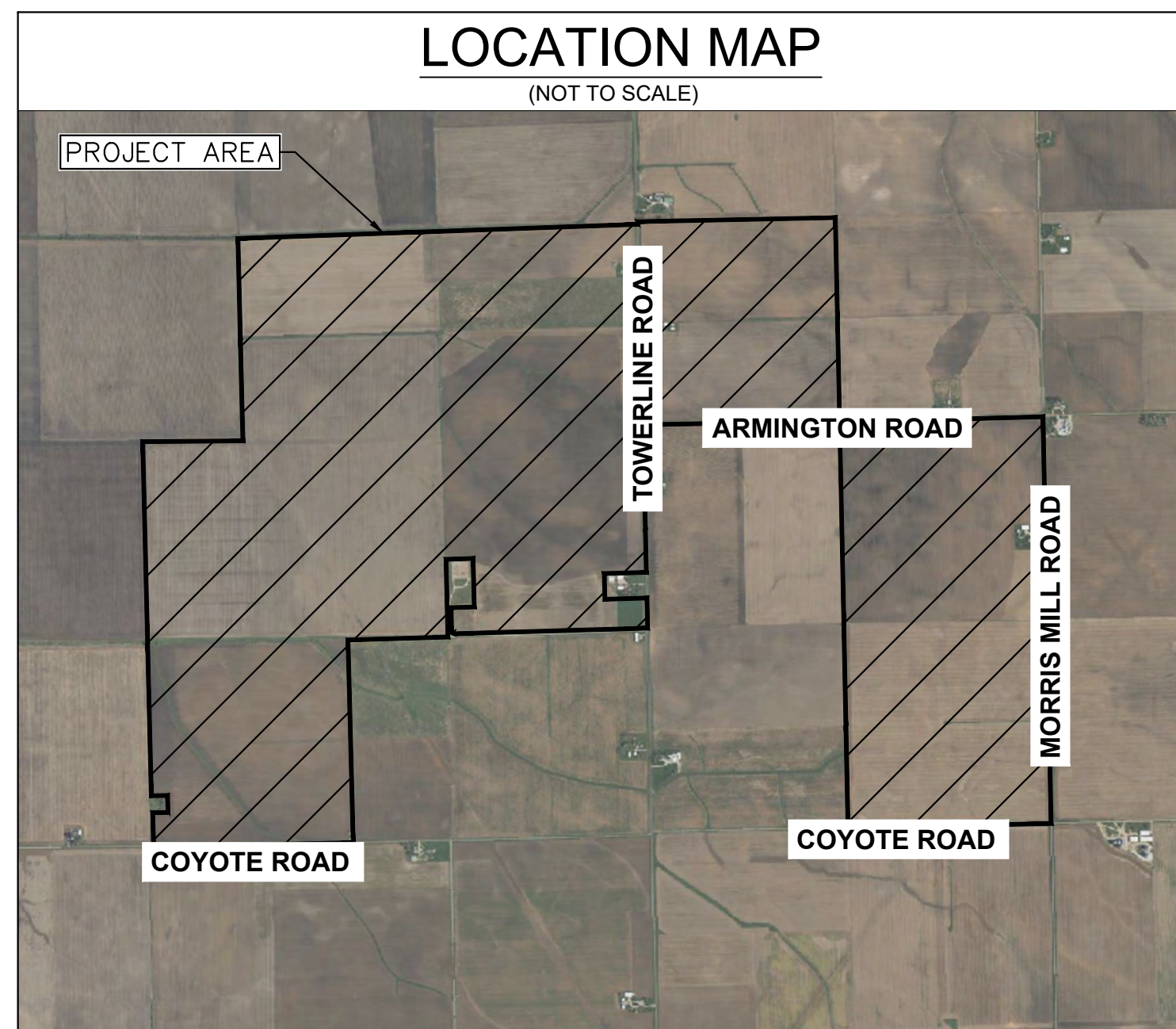
KIMLEY-HORN AND ASSOCIATES, INC.
 111 WEST JACKSON BOULEVARD, SUITE 1320
 CHICAGO, IL 60604
 (630) 487-5550
 CONTACT: THERESA MCGREEVY, PE (IL)

APPLICABLE CODES

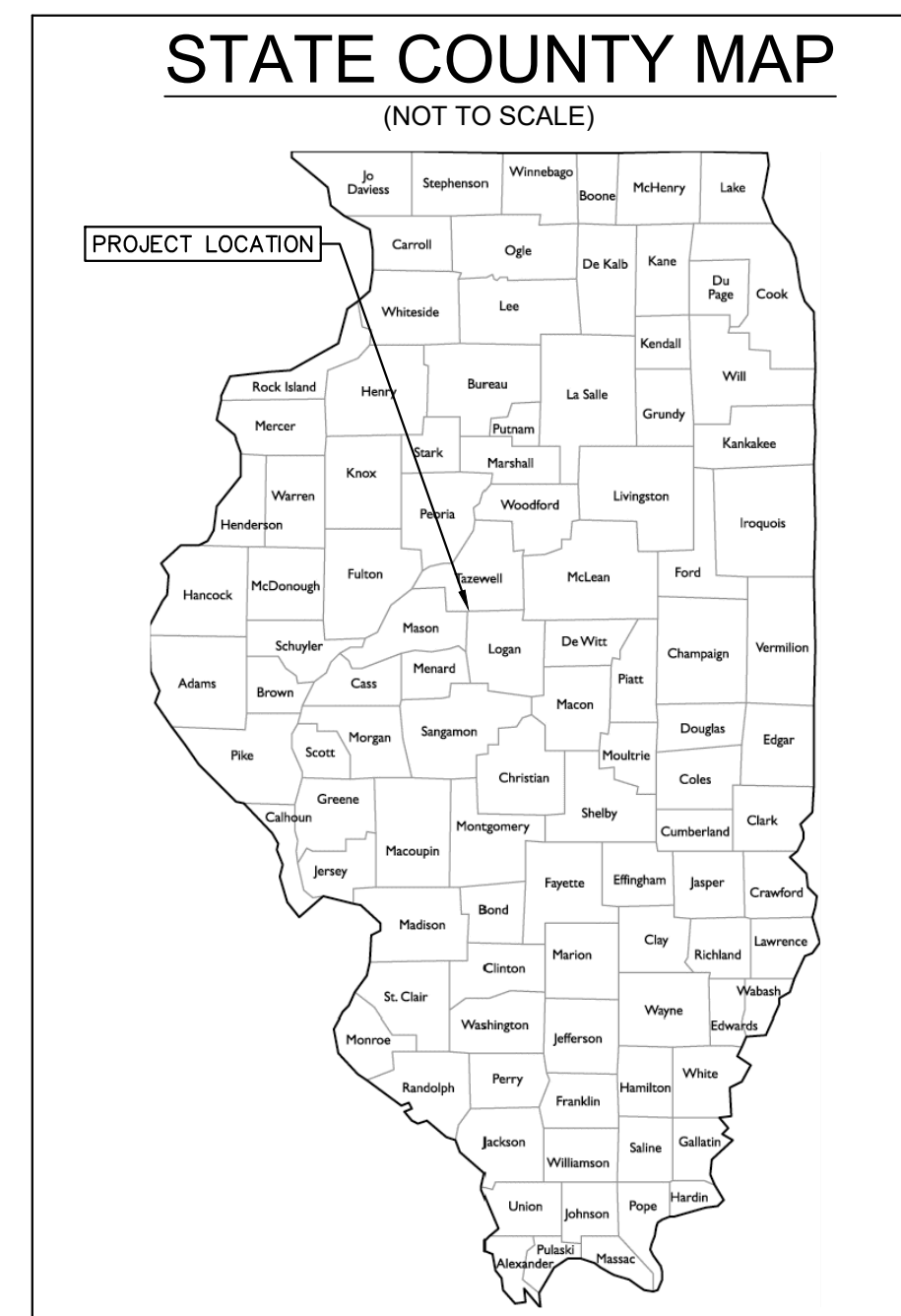
- TAZEWELL COUNTY CODE OF ORDINANCES
- ILLINOIS AGRICULTURAL IMPACT MITIGATION AGREEMENT

FLOOD ZONE NOTE

PER FEMA FIRM MAP 17179C0450E EFFECTIVE DATE 02/16/2017, NO FLOOD PLAINS ARE PRESENT WITHIN THE PROJECT AREA. THE AREA IS DESIGNATED AS ZONE X, AREA OF MINIMAL FLOOD HAZARD.



SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
C-100	COVER SHEET
C-200	EXISTING CONDITIONS
C-300	OVERALL SITE PLAN
C-301	SITE PLAN
C-302	SITE PLAN
C-303	SITE PLAN
C-304	SITE PLAN
C-305	SITE PLAN
C-306	SITE PLAN
C-400	CONSTRUCTION DETAILS
C-401	CONSTRUCTION DETAILS



SITE INFORMATION	
PARCEL ZONING	AGRICULTURAL
PROJECT DESCRIPTION	150 MW-AC SINGLE AXIS TRACKER SOLAR ARRAY PROJECT

ASSUMED BUFFERS/SETBACKS	
AMEREN TRANSMISSION LINE EASEMENT	75 FT
RAIL SPLITTER WIND EASEMENT	37.5 FT
DELINEATED WETLAND & STREAM BOUNDARIES	25 FT
WATER WELLS	25 FT RADIUS

TAZEWELL COUNTY SOLAR PANEL SETBACK TABLE	
*PROPERTY LINE	50 FT
*PUBLIC ROAD RIGHT-OF-WAY	50 FT FROM NEAREST EDGE
*OCCUPIED COMMUNITY BUILDINGS	150 FT FROM OUTER WALL OF STRUCTURE
*RESIDENCE ON A NON-PARTICIPATING PROPERTY	150 FT FROM OUTER WALL OF STRUCTURE

*SETBACKS ARE BASED OFF TAZEWELL COUNTY S.A.F.E. LOCAL ORD.

EXHIBIT G

LEGEND		
	PROJECT BOUNDARY (DEEDED AREA)	
	PARCEL LINE	
	SETBACK LINE	
	EX. OVERHEAD ELECTRIC LINE	
	EX. OVERHEAD ELECTRIC LINE EASEMENT	
	RIGHT OF WAY	
	EX. CONTOUR	
	EX. SLOPE	
	EX. DELINEATED WETLAND (PER SWCA)	
	EX. DELINEATED STREAM (PER SWCA)	
	EX. DELINEATED WETLAND/STREAM BUFFER	
	EX. WATER WELL (PER ILWATER)	
	EX. WATER WELL BUFFER (ASSUMED)	
	EX. STRUCTURE (TRACED VIA AERIAL)	
	EX. EDGE OF PAVEMENT (TRACED VIA AERIAL)	
	EX. AMEREN SUBSTATION (TRACED VIA AERIAL)	
	EX. AMEREN ACCESS ROAD (TRACED VIA AERIAL)	
	EXCLUSION AREA	
	ALLOWED EXTENT OF SOLAR PANELS PER COUNTY ORDINANCES	
	PR. MV ROUTING	
	PR. PANEL RACK	
	PR. INVERTER	
	PR. SECTIONALIZING CABINET	
	PR. FENCE	
	PR. ACCESS GATE	
	PR. SUBSTATION	
	PR. ACCESS ROAD	
	PR. LANDSCAPE BUFFER	
	PR. LAYDOWN AREA	
	PR. EASEMENT	

PRELIMINARY - NOT FOR CONSTRUCTION

No.	REVISIONS	DATE
1	SUP REV 1	02/21/2024

RWE

Kimley-Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
 111 W. JACKSON BLVD., SUITE 1320
 CHICAGO, IL 60604 (312) 726-9445

PRELIMINARY
NOT FOR
CONSTRUCTION

KHA PROJECT	268484001
DATE	01/12/2024
SCALE	AS SHOWN
DESIGNED BY:	CJP
DRAWN BY:	JCC
CHECKED BY:	TAM

COVER SHEET

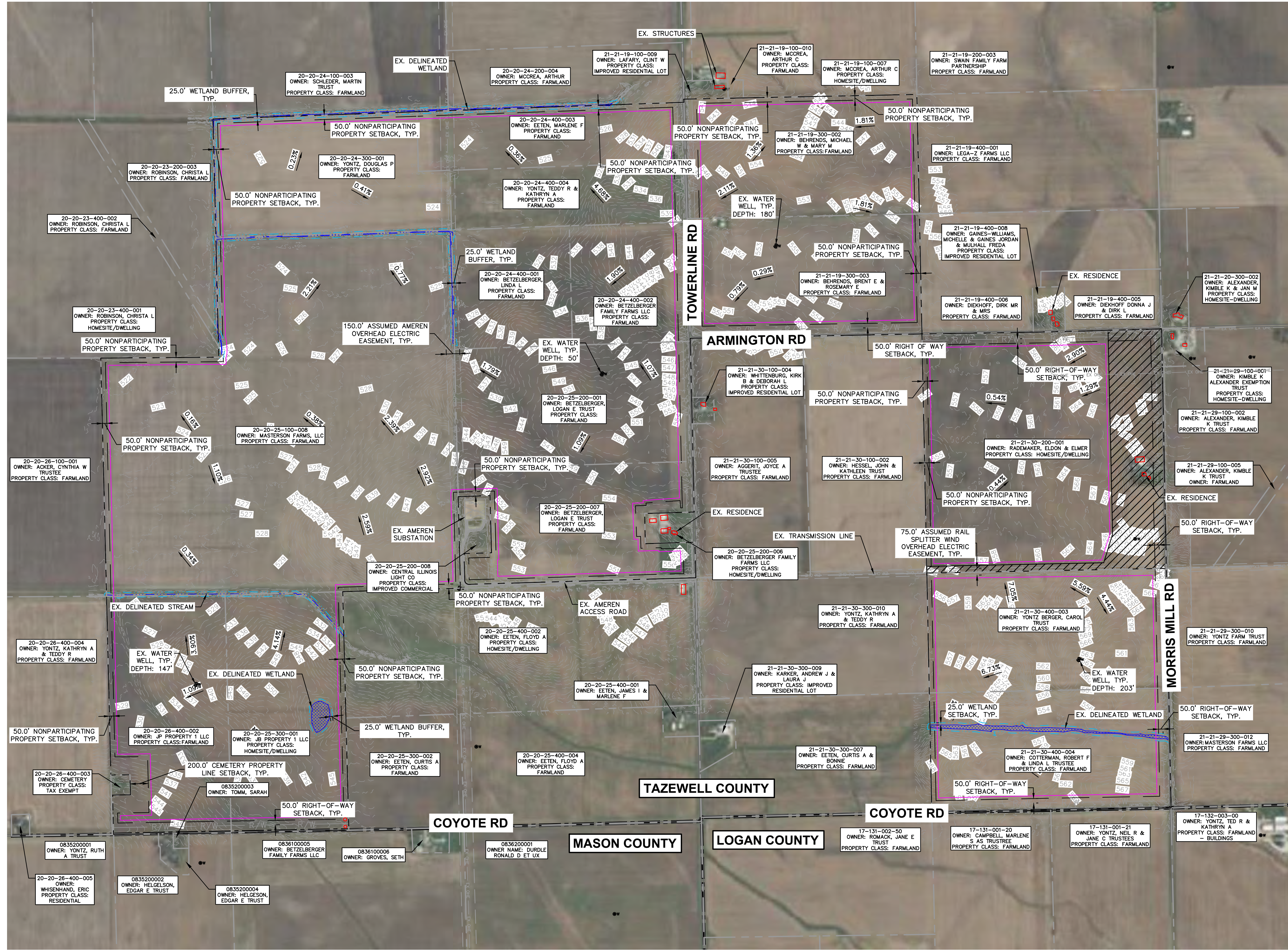
COYOTE ROAD SOLAR

TAZEWELL COUNTY, ILLINOIS

SHEET NUMBER

C-100

PRELIMINARY - NOT FOR CONSTRUCTION



LEGEND

- PROJECT BOUNDARY (DEEDED AREA)
- PARCEL LINE
- SETBACK LINE
- COUNTY LINE
- EX. OVERHEAD ELECTRIC LINE
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- ALLOWED EXTENT OF SOLAR PANELS PER COUNTY ORDINANCES

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 - WATER WELL BUFFER: 25 FT RADIUS
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- PROPERTY LINES WERE PROVIDED VIA CAD AND RECEIVED FROM RWE ON 11/07/2023.
- NO EXISTING GAS TRANSMISSION PIPELINES OR HAZARDOUS LIQUID PIPELINES WERE LOCATED WITHIN THE PROJECT AREA VIA THE NATIONAL PIPELINE MAPPING SYSTEM (NPMMS) ASSESSED ON 11/06/2023.
- SITE WILL NOT INCLUDE WATER SOURCE OR SEWAGE DISPOSAL. THE SITE WAS REVIEWED ON 11/06/2023 FOR EXISTING WATER WELL LOCATIONS PER THE ILLINOIS WATER WELL INTERACTIVE MAP ONLINE AND ARE IDENTIFIED HEREON.
- A DRAIN TILE SURVEY IS BEING PREPARED BY ELLINGSON AND WILL BE SUBMITTED UNDER SEPARATE COVER.

SITE DATA TABLE

PIN #	20-20-26-400-002, 20-20-25-300-001, 20-20-25-100-008, 20-20-24-300-001, 20-20-24-400-003, 20-20-24-400-004, 20-20-24-400-001, 20-20-24-400-002, 20-20-25-200-001, 20-20-25-200-007, 21-21-19-300-002, 21-21-19-300-003, 21-21-30-200-001, 21-21-30-400-003, 21-21-30-400-004
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SITE ADDRESS	INTERSECTION OF TOWERLINE RD AND ARMINGTON RD
ZONING JURISDICTION	TAZEWELL COUNTY
CURRENT LAND USE	AGRICULTURE
PROPOSED USE	SOLAR FARM, UTILITY SCALE
TOTAL PROJECT BOUNDARY	1300 ± AC
ALLOWED EXTENTS OF SOLAR PANELS PER COUNTY ORDINANCES AREA	1153 ± AC

LAND COVER*

LAND TYPE	PERCENTAGE OF SITE
CROPLAND	98.03%
WETLAND	1.55%
IMPERVIOUS	0.42%

*LAND COVER WITHIN PROJECT BOUNDARY

Kimley Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
111 W JACKSON BLVD., SUITE 1320
CHICAGO, IL 60604 (312) 726 9445

PRELIMINARY NOT FOR CONSTRUCTION

KHA PROJECT	26484001
DATE	01/12/2024
SCALE	AS SHOWN
DESIGNED BY	CJP
DRAWN BY	JCC
CHECKED BY	TAM

EXISTING CONDITIONS

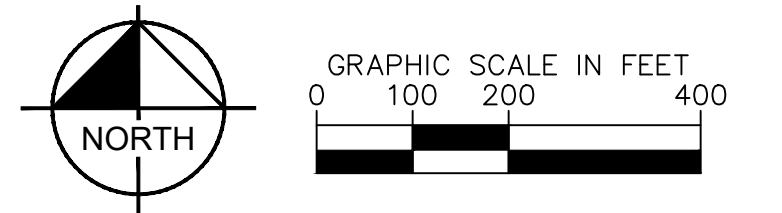
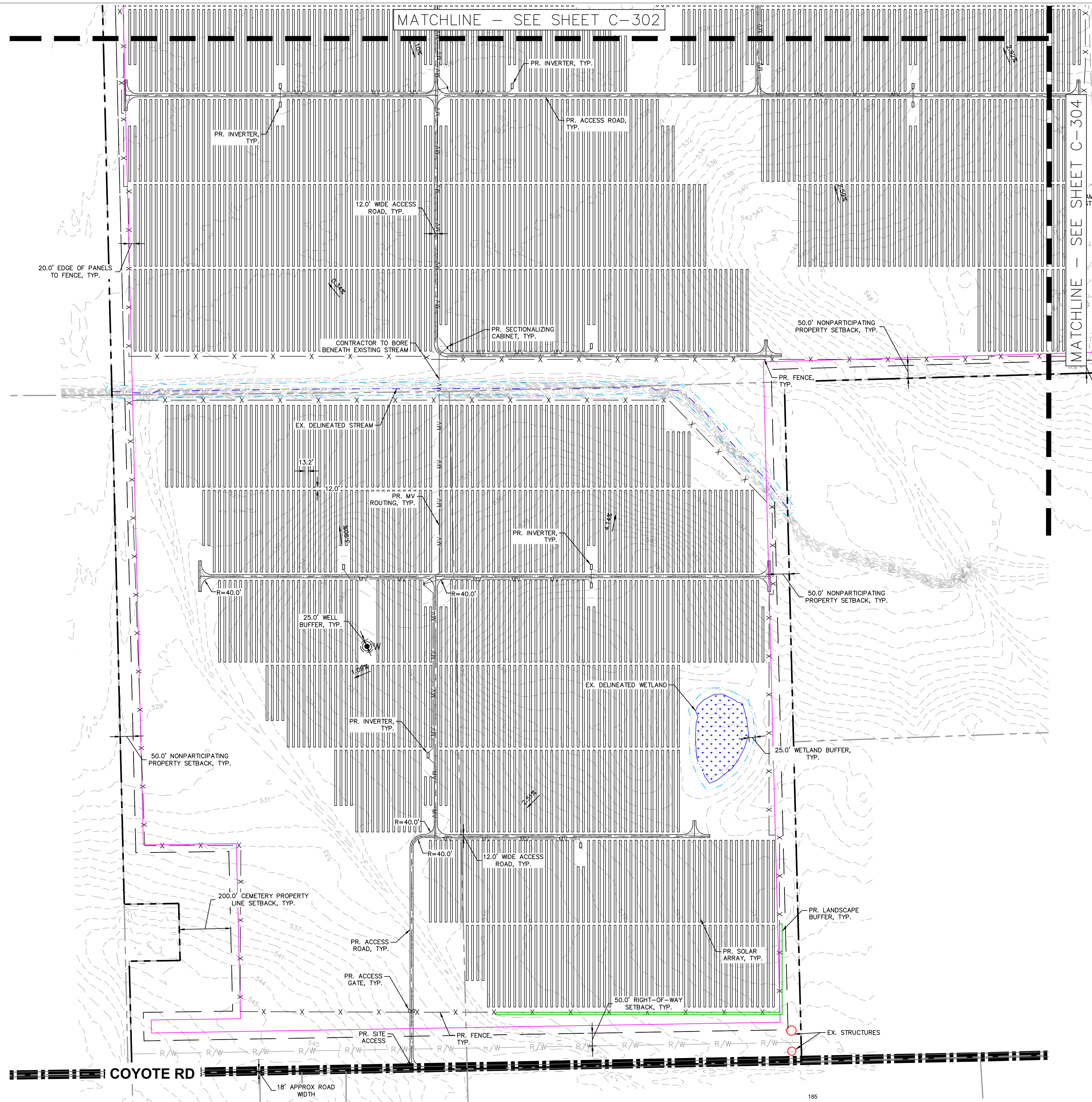
EXHIBIT H

COYOTE ROAD SOLAR

TAZEWELL COUNTY, ILLINOIS

SHEET NUMBER
C-200

PRELIMINARY - NOT FOR CONSTRUCTION

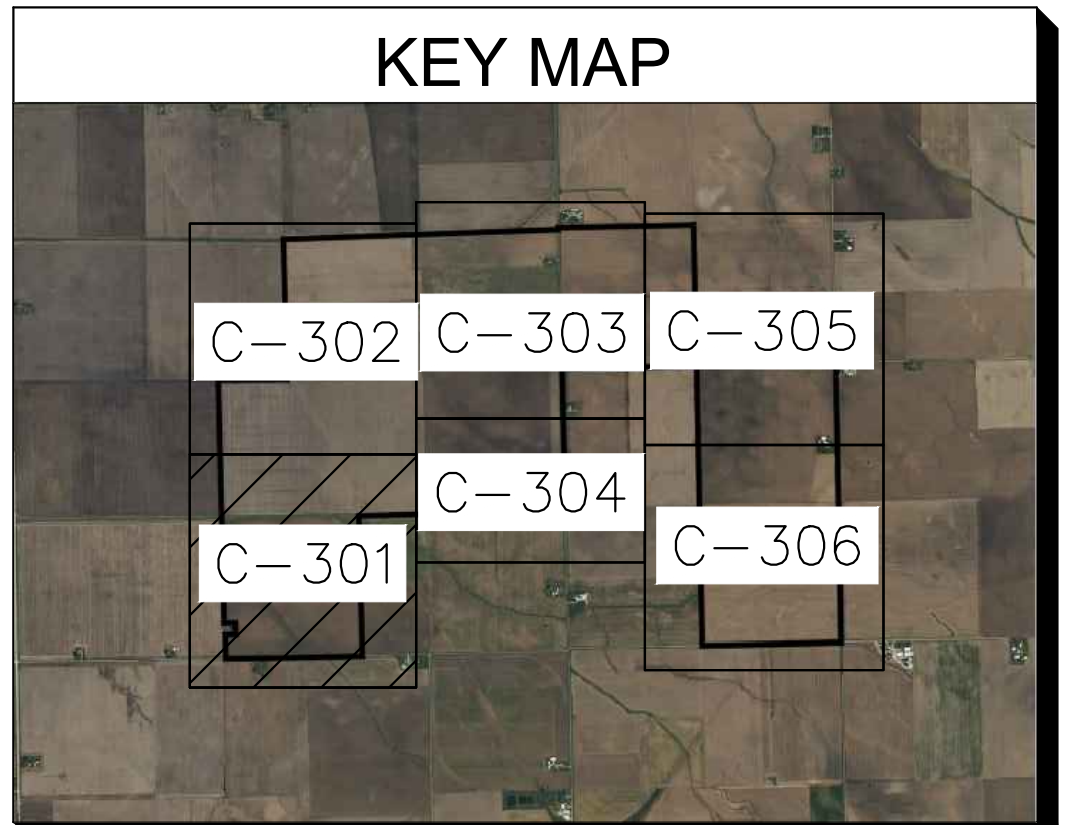


LEGEND

	PROJECT BOUNDARY (DEEDED AREA)
	PARCEL LINE
	SETBACK LINE
	COUNTY LINE
	EX. OVERHEAD ELECTRIC LINE
	EX. OVERHEAD ELECTRIC LINE EASEMENT
	RIGHT OF WAY
	EX. CONTOUR
	EX. SLOPE
	EX. DELINEATED WETLAND (PER SWCA)
	EX. DELINEATED STREAM (PER SWCA)
	EX. DELINEATED WETLAND/STREAM BUFFER
	EX. WATER WELL (PER ILWATER)
	EX. WATER WELL BUFFER (ASSUMED)
	EX. STRUCTURE (TRACED VIA AERIAL)
	EX. EDGE OF PAVEMENT (TRACED VIA AERIAL)
	EX. AMEREN SUBSTATION (TRACED VIA AERIAL)
	EX. AMEREN ACCESS ROAD (TRACED VIA AERIAL)
	EXCLUSION AREA
	ALLOWED EXTENT OF SOLAR PANELS PER COUNTY ORDINANCES
	PR. MV ROUTING
	PR. PANEL RACK
	PR. INVERTER
	PR. SECTIONALIZING CABINET
	PR. FENCE
	PR. ACCESS GATE
	PR. SUBSTATION
	PR. ACCESS ROAD
	PR. LANDSCAPE BUFFER
	PR. LAYDOWN AREA
	PR. EASEMENT

SITE DATA TABLE

PIN #	20-20-26-400-002, 20-20-25-300-001, 20-20-25-100-008, 20-20-24-300-001, 20-20-24-400-003, 20-20-24-400-004, 20-20-24-400-001, 20-20-24-400-002, 20-20-25-200-001, 20-20-25-200-007, 21-21-19-300-002, 21-21-19-300-003, 21-21-30-200-001, 21-21-30-400-003, 21-21-30-400-004
OWNERS OF RECORD	JB PROPERTY 1 LLC; MASTERSON FARMS, LLC; DOUGLAS YONTZ; MARLENE EETEN; TEDDY & KATHRYN YONTZ; LINDA BETZELBERGER; BETZELBERGER FAMILY FARMS LLC; LOGAN BETZELBERGER TRUST; MICHAEL & MARY BEHREND; BRENT & ROSEMARY BEHREND; ELMER T. RADEMAKER TRUST; CAROL YONTZ BERGER LIVING TRUST; COTTERMAN FAMILY TRUST
DEVELOPER	COYOTE ROAD SOLAR, LLC, WHICH IS A WHOLLY OWNED SUBSIDIARY OF RWE CLEAN ENERGY DEVELOPMENT, LLC
SITE ADDRESS	INTERSECTION OF TOWERLINE RD AND ARMINGTON RD
ZONING JURISDICTION	TAZEWELL COUNTY
CURRENT LAND USE	AGRICULTURE
PROPOSED USE	SOLAR FARM, UTILITY SCALE
TOTAL PROJECT BOUNDARY	1300 ± AC
ALLOWED EXTENTS OF SOLAR PANELS PER COUNTY ORDINANCES AREA	1153 ± AC



NO. REVISIONS DATE

▲ SUP REV 1 02/21/2024

PROJECT NO. DATE

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111 W JACKSON BLVD., SUITE 1320
CHICAGO, IL 60604 (312) 726 9445

PRELIMINARY
NOT FOR
CONSTRUCTION

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
268484001	01/12/2024	AS SHOWN	CJP	JCC	TAM

SITE PLAN

COYOTE ROAD SOLAR

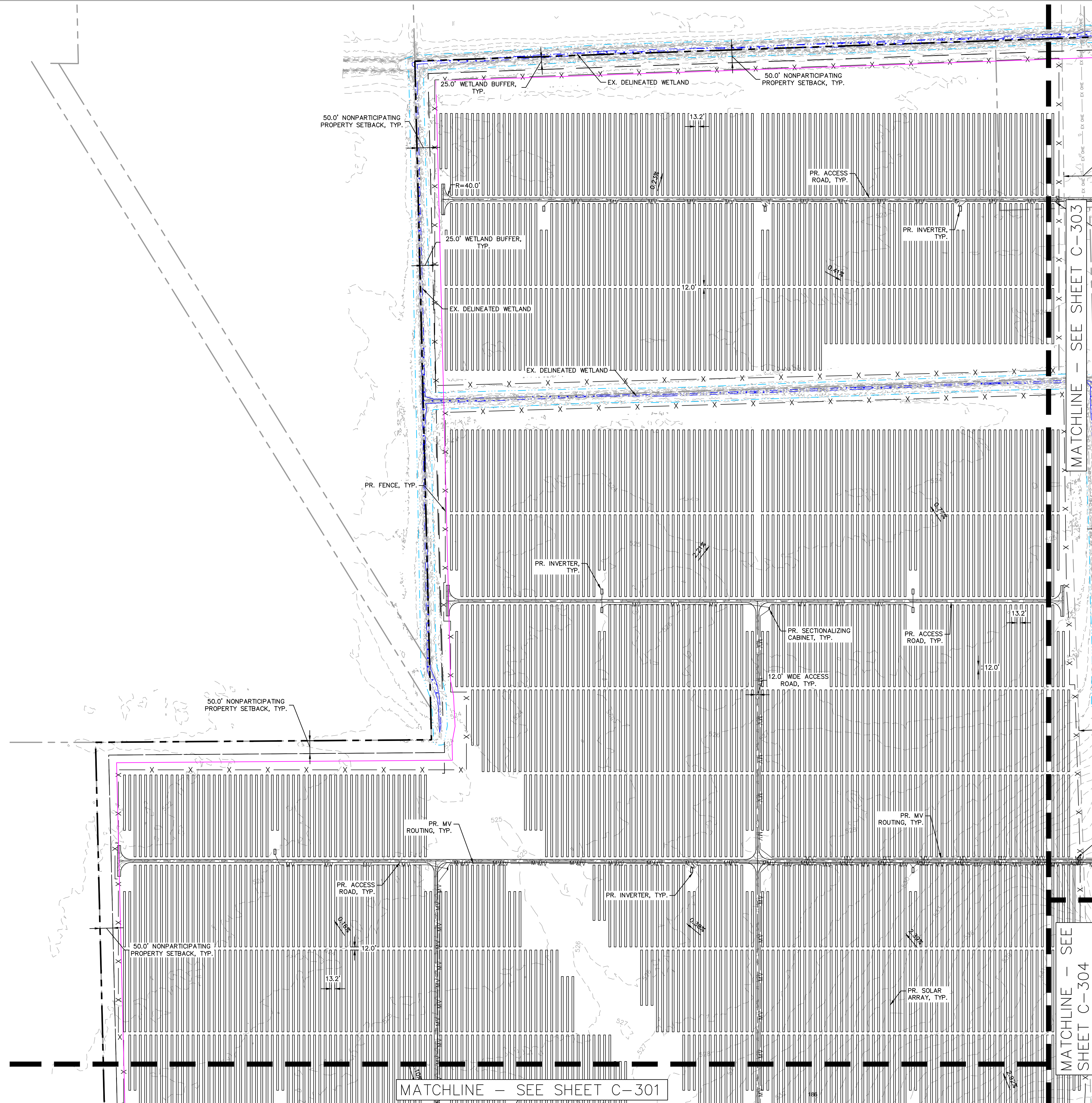
TAZEWELL COUNTY, ILLINOIS

SHEET NUMBER

C-301

1-800-892-0123

PRELIMINARY - NOT FOR CONSTRUCTION

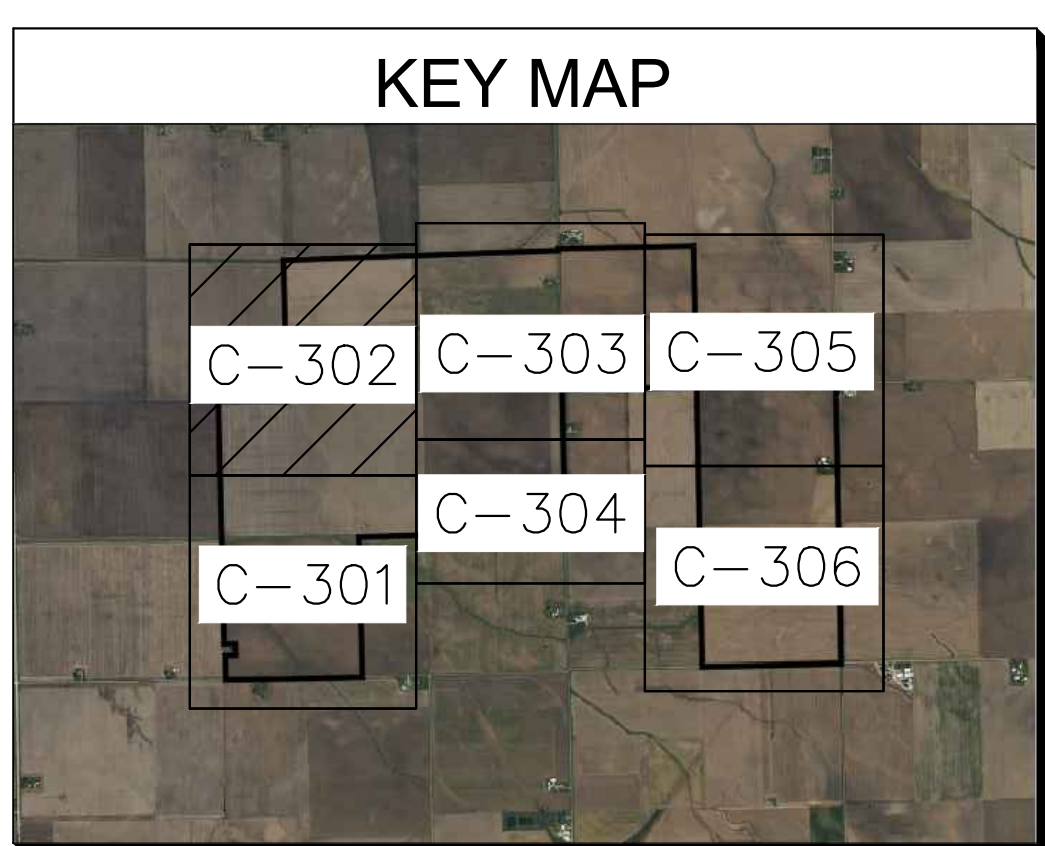


LEGEND

	PROJECT BOUNDARY (DEEDED AREA)
	PARCEL LINE
	SETBACK LINE
	COUNTY LINE
	EX. OVERHEAD ELECTRIC LINE
	EX. OVERHEAD ELECTRIC LINE EASEMENT
	RIGHT OF WAY
	EX. CONTOUR
	EX. SLOPE
	EX. DELINEATED WETLAND (PER SWCA)
	EX. DELINEATED STREAM (PER SWCA)
	EX. DELINEATED WETLAND/STREAM BUFFER
	EX. WATER WELL (PER ILWATER)
	EX. WATER WELL BUFFER (ASSUMED)
	EX. STRUCTURE (TRACED VIA AERIAL)
	EX. EDGE OF PAVEMENT (TRACED VIA AERIAL)
	EX. AMEREN SUBSTATION (TRACED VIA AERIAL)
	EX. AMEREN ACCESS ROAD (TRACED VIA AERIAL)
	EXCLUSION AREA
	ALLOWED EXTENT OF SOLAR PANELS PER COUNTY ORDINANCES
	PR. MV ROUTING
	PR. PANEL RACK
	PR. INVERTER
	PR. SECTIONALIZING CABINET
	PR. FENCE
	PR. ACCESS GATE
	PR. SUBSTATION
	PR. ACCESS ROAD
	PR. LANDSCAPE BUFFER
	PR. LAYDOWN AREA
	PR. EASEMENT

SITE DATA TABLE

PIN #	20-20-26-400-002, 20-20-25-300-001, 20-20-25-100-008, 20-20-24-300-001, 20-20-24-400-003, 20-20-24-400-004, 20-20-24-400-001, 20-20-24-400-002, 20-20-25-200-001, 20-20-25-200-007, 21-21-19-300-002, 21-21-19-300-003, 21-21-30-200-001, 21-21-30-400-003, 21-21-30-400-004
OWNERS OF RECORD	JB PROPERTY 1 LLC; MASTERSON FARMS, LLC; DOUGLAS YONTZ; MARLENE EETEN; TEDDY & KATHRYN YONTZ; LINDA BETZELBERGER; BETZELBERGER FAMILY FARMS LLC; LOGAN BETZELBERGER TRUST; MICHAEL & MARY BEHRENDIS; BRENT & ROSEMARY BEHRENDIS; ELMER T. RADEMAKER TRUST; CAROL YONTZ BERGER LIVING TRUST; COTTERMAN FAMILY TRUST
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SITE ADDRESS	INTERSECTION OF TOWERLINE RD AND ARMINGTON RD
ZONING JURISDICTION	TAZEWELL COUNTY
CURRENT LAND USE	AGRICULTURE
PROPOSED USE	SOLAR FARM, UTILITY SCALE
TOTAL PROJECT BOUNDARY	1300 ± AC
ALLOWED EXTENTS OF SOLAR PANELS PER COUNTY ORDINANCES AREA	1153 ± AC



PRELIMINARY NOT FOR CONSTRUCTION

KIMLEY HORN

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CHICAGO, IL 60604 (312) 726 9445

PROJECT NO. 268484001

DATE 01/12/2024

SCALE AS SHOWN

DESIGNED BY: CJP

DRAWN BY: JCC

CHECKED BY: TAM

SUP REV 1

NO. REVISIONS

DATE 02/21/2024

SITE PLAN

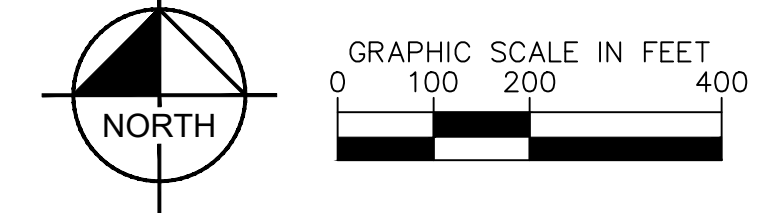
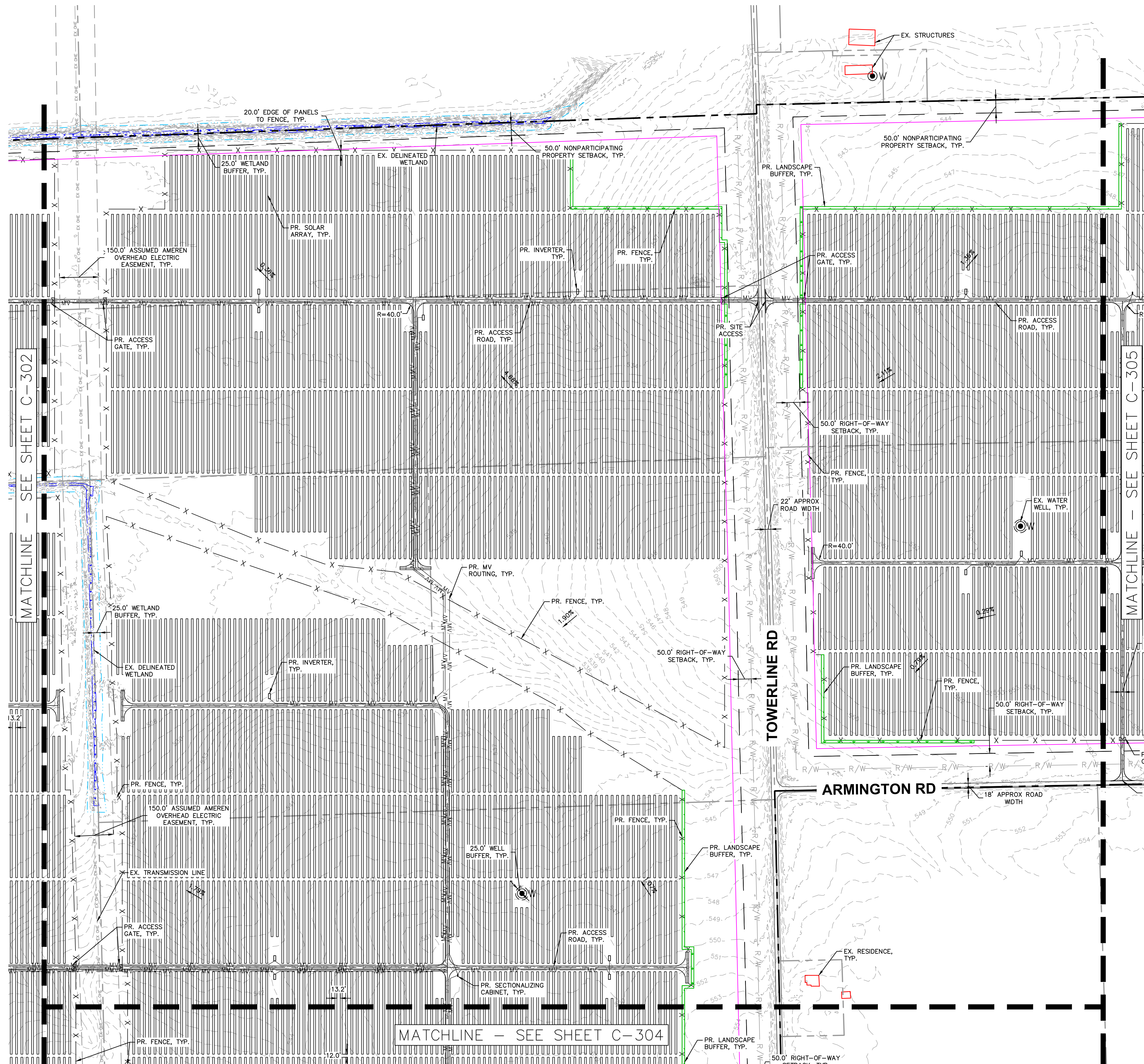
COYOTE ROAD SOLAR

TAZEWELL COUNTY, ILLINOIS

SHEET NUMBER C-302

1-800-892-0123

PRELIMINARY - NOT FOR CONSTRUCTION

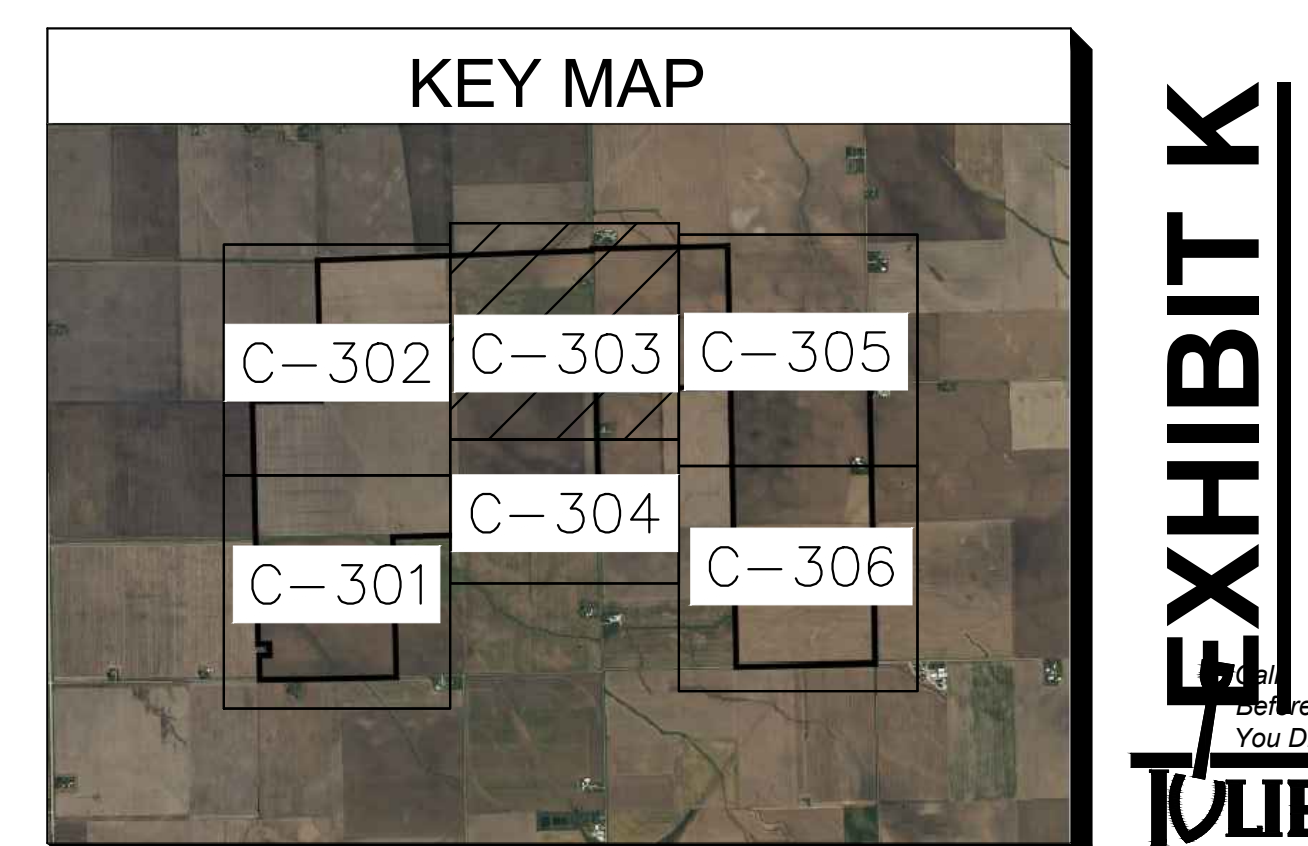


LEGEND

	PROJECT BOUNDARY (DEEDED AREA)
	PARCEL LINE
	SETBACK LINE
	COUNTY LINE
	EX. OVERHEAD ELECTRIC LINE
	EX. OVERHEAD ELECTRIC LINE EASEMENT
	RIGHT OF WAY
	EX. CONTOUR
	EX. SLOPE
	EX. DELINEATED WETLAND (PER SWCA)
	EX. DELINEATED STREAM (PER SWCA)
	EX. DELINEATED WETLAND/STREAM BUFFER
	EX. WATER WELL (PER ILWATER)
	EX. WATER WELL BUFFER (ASSUMED)
	EX. STRUCTURE (TRACED VIA AERIAL)
	EX. AMEREN SUBSTATION (TRACED VIA AERIAL)
	EX. AMEREN ACCESS ROAD (TRACED VIA AERIAL)
	EXCLUSION AREA
	ALLOWED EXTENT OF SOLAR PANELS PER COUNTY ORDINANCES
	PR. MV ROUTING
	PR. PANEL RACK
	PR. INVERTER
	PR. SECTIONALIZING CABINET
	PR. FENCE
	PR. ACCESS GATE
	PR. SUBSTATION
	PR. ACCESS ROAD
	PR. LANDSCAPE BUFFER
	PR. LAYDOWN AREA
	PR. EASEMENT

SITE DATA TABLE

PIN #	20-20-26-400-002, 20-20-25-300-001, 20-20-25-100-008, 20-20-24-300-001, 20-20-24-400-003, 20-20-24-400-004, 20-20-24-400-001, 20-20-24-400-002, 20-20-25-200-001, 20-20-25-200-007, 21-21-19-300-002, 21-21-19-300-003, 21-21-30-200-001, 21-21-30-400-003, 21-21-30-400-004
OWNERS OF RECORD	JB PROPERTY I LLC; MASTERTON FARMS, LLC; DOUGLAS YONTZ; MARLENE EETEN; TEDDY & KATHRYN YONTZ; LINDA BETZELBERGER; BETZELBERGER FAMILY FARMS LLC; LOGAN BETZELBERGER TRUST; MICHAEL & MARY BEHREND; BRENT & ROSEMARY BEHREND; ELMER T. RADEMAKER TRUST; CAROL YONTZ BERGER LIVING TRUST; COTTERMAN FAMILY TRUST
DEVELOPER	COYOTE ROAD SOLAR, LLC, WHICH IS A WHOLLY OWNED SUBSIDIARY OF RWE CLEAN ENERGY DEVELOPMENT, LLC
SITE ADDRESS	INTERSECTION OF TOWERLINE RD AND ARMINGTON RD
ZONING JURISDICTION	TAZEWELL COUNTY
CURRENT LAND USE	AGRICULTURE
PROPOSED USE	SOLAR FARM, UTILITY SCALE
TOTAL PROJECT BOUNDARY	1300 ± AC
ALLOWED EXTENTS OF SOLAR PANELS PER COUNTY ORDINANCES AREA	1153 ± AC



NO. REVISIONS

SUP REV 1

02/21/2024

DATE

DATE

01/12/2024

SCALE AS SHOWN

DESIGNED BY: CJP

DRAWN BY: JCC

CHECKED BY: TAM

PRELIMINARY NOT FOR CONSTRUCTION

Kimley **Horn**

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111 W JACKSON BLVD., SUITE 1320
CHICAGO, IL 60604 (312) 726 9445

RWE

PROJECT

268484001

SITE PLAN

PRELIMINARY - NOT FOR CONSTRUCTION

EXHIBIT K

COYOTE ROAD SOLAR

TAZEWELL COUNTY, ILLINOIS

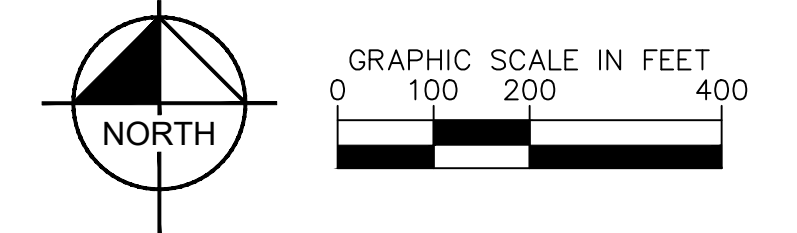
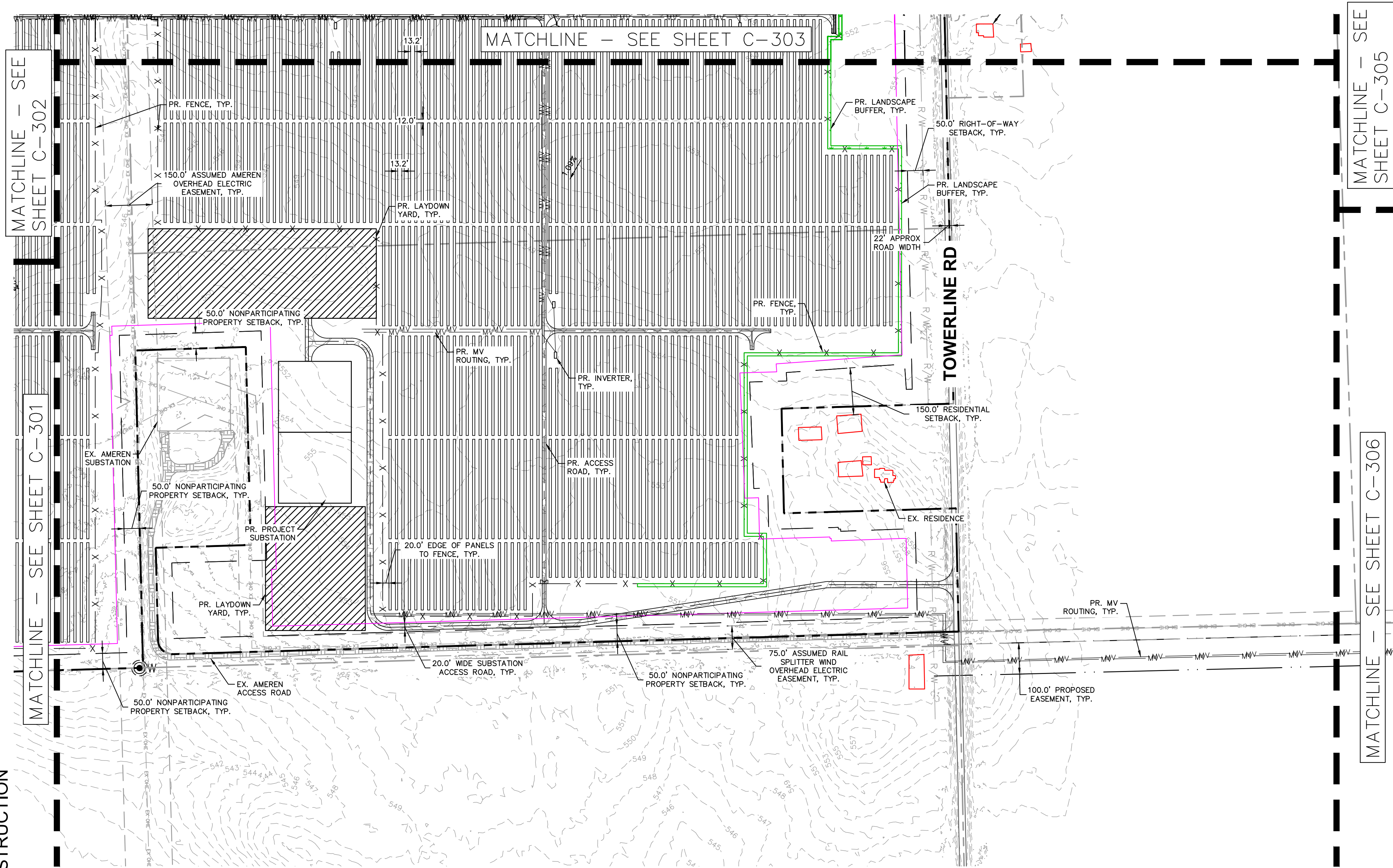
SHEET NUMBER

C-303

1-800-892-0123

187

PRELIMINARY - NOT FOR CONSTRUCTION



LEGEND

	PROJECT BOUNDARY (DEEDED AREA)
	PARCEL LINE
	SETBACK LINE
	COUNTY LINE
	EX. OVERHEAD ELECTRIC LINE
	EX. OVERHEAD ELECTRIC LINE EASEMENT
	RIGHT OF WAY
	EX. CONTOUR
	EX. SLOPE
	EX. DELINEATED WETLAND (PER SWCA)
	EX. DELINEATED STREAM (PER SWCA)
	EX. DELINEATED WETLAND/STREAM BUFFER
	EX. WATER WELL (PER ILWATER)
	EX. WATER WELL BUFFER (ASSUMED)
	EX. STRUCTURE (TRACED VIA AERIAL)
	EX. AMEREN SUBSTATION (TRACED VIA AERIAL)
	EX. AMEREN ACCESS ROAD (TRACED VIA AERIAL)
	EXCLUSION AREA
	ALLOWED EXTENT OF SOLAR PANELS PER COUNTY ORDINANCES
	PR. MV ROUTING
	PR. PANEL RACK
	PR. INVERTER
	PR. SECTIONALIZING CABINET
	PR. FENCE
	PR. ACCESS GATE
	PR. SUBSTATION
	PR. ACCESS ROAD
	PR. LANDSCAPE BUFFER
	PR. LAYDOWN AREA
	PR. EASEMENT

SITE DATA TABLE

PIN #	20-20-26-400-002, 20-20-25-300-001, 20-20-25-100-008, 20-20-24-300-001, 20-20-24-400-003, 20-20-24-400-004, 20-20-24-400-001, 20-20-24-400-002, 20-20-25-200-001, 20-20-25-200-007, 21-21-19-300-002, 21-21-19-300-003, 21-21-30-200-001, 21-21-30-400-003, 21-21-30-400-001
OWNERS OF RECORD	JB PROPERTY 1 LLC; MASTERSON FARMS, LLC; DOUGLAS YONTZ; MARLENE EETEN; TEDDY & KATHRYN YONTZ; LINDA BETZELBERGER; BETZELBERGER FAMILY FARMS LLC; LOGAN BETZELBERGER TRUST; MICHAEL & MARY BEHREND; BRENT & ROSEMARY BEHREND; ELMER T. RADEMAKER TRUST; CAROL YONTZ BERGER LIVING TRUST; COTTERMAN FAMILY TRUST
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ZONING JURISDICTION	TAZEWELL COUNTY
CURRENT LAND USE	AGRICULTURE
PROPOSED USE	SOLAR FARM, UTILITY SCALE
TOTAL PROJECT BOUNDARY	1300 ± AC
ALLOWED EXTENTS OF SOLAR PANELS PER COUNTY ORDINANCES AREA	1153 ± AC

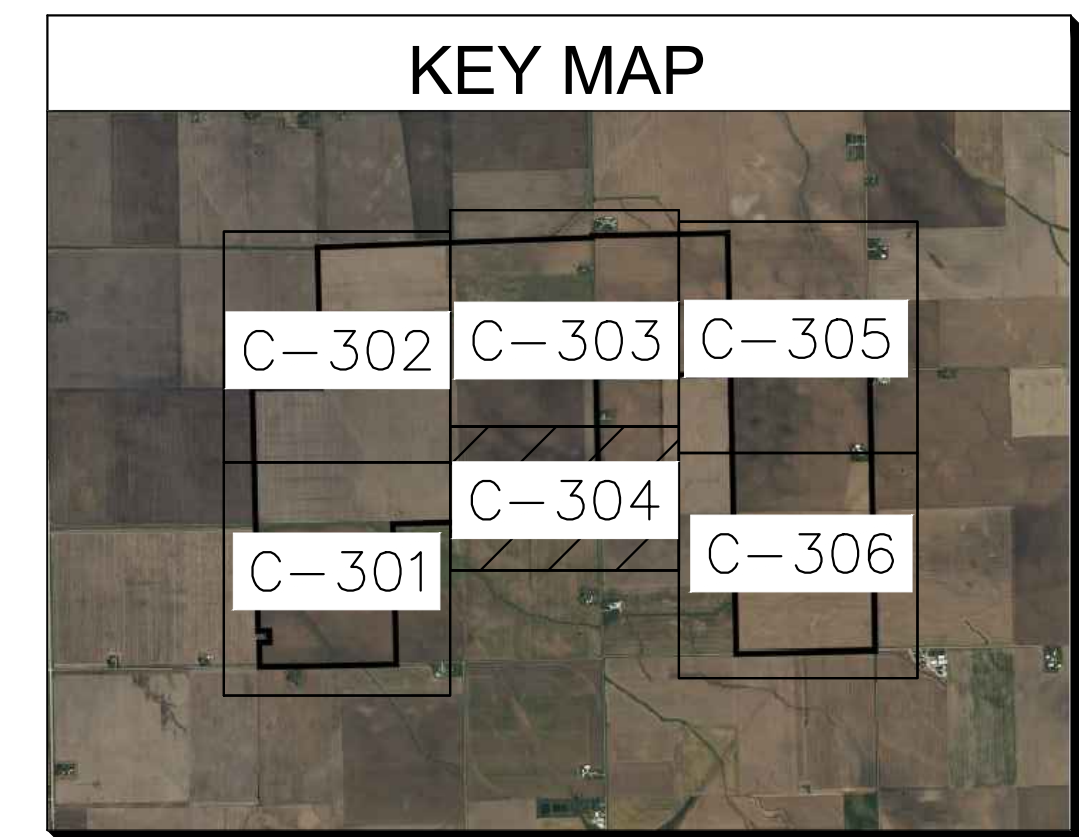


EXHIBIT L
Call Before You Dig

NO.	REVISIONS	DATE
1	SUP REV 1	02/21/2024

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CHICAGO, IL 60604 (312) 726 9445

PRELIMINARY
NOT FOR
CONSTRUCTION

KHA PROJECT	268484001
DATE	01/12/2024
SCALE	AS SHOWN
DESIGNED BY:	CJP
DRAWN BY:	JCC
CHECKED BY:	TAM

SITE PLAN

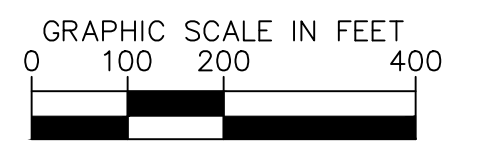
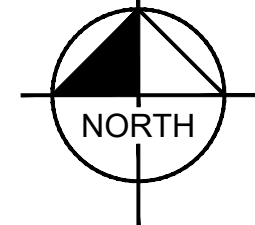
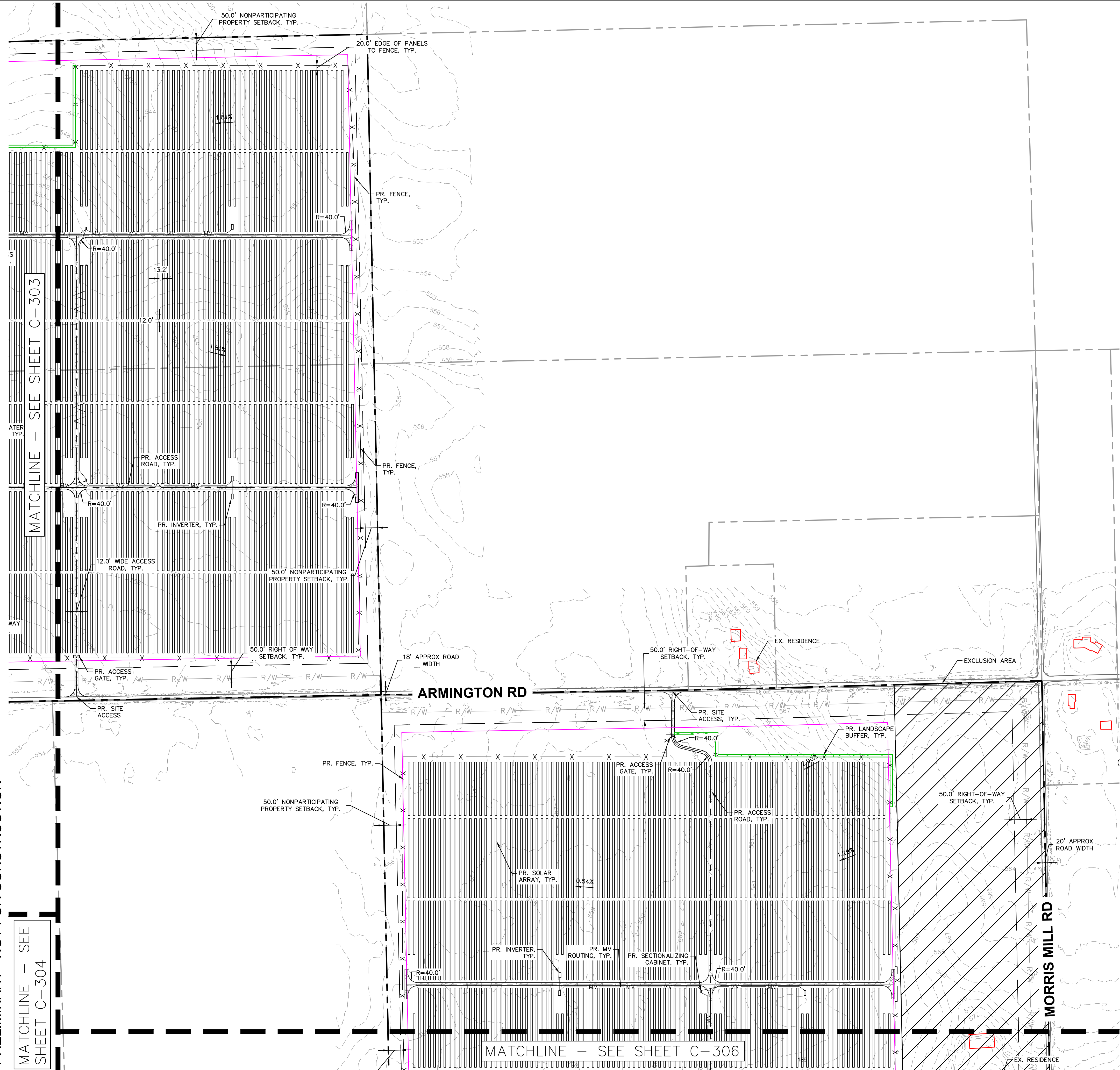
COYOTE ROAD SOLAR
TAZEWELL COUNTY, ILLINOIS
SHEET NUMBER
C-304

PRELIMINARY - NOT FOR CONSTRUCTION

MATCHLINE - SEE SHEET C-304

MATCHLINE - SEE SHEET C-303

MATCHLINE - SEE SHEET C-306



LEGEND

	PROJECT BOUNDARY (DEEDED AREA)
	PARCEL LINE
	SETBACK LINE
	COUNTY LINE
	EX. OVERHEAD ELECTRIC LINE
	EX. OVERHEAD ELECTRIC LINE EASEMENT
	RIGHT OF WAY
	EX. CONTOUR
	EX. SLOPE
	EX. DELINEATED WETLAND (PER SWCA)
	EX. DELINEATED STREAM (PER SWCA)
	EX. DELINEATED WETLAND/STREAM BUFFER
	EX. WATER WELL (PER ILWATER)
	EX. WATER WELL BUFFER (ASSUMED)
	EX. STRUCTURE (TRACED VIA AERIAL)
	EX. EDGE OF PAVEMENT (TRACED VIA AERIAL)
	EX. AMEREN SUBSTATION (TRACED VIA AERIAL)
	EX. AMEREN ACCESS ROAD (TRACED VIA AERIAL)
	EXCLUSION AREA
	ALLOWED EXTENT OF SOLAR PANELS PER COUNTY ORDINANCES
	PR. MV ROUTING
	PR. PANEL RACK
	PR. INVERTER
	PR. SECTIONALIZING CABINET
	PR. FENCE
	PR. ACCESS GATE
	PR. SUBSTATION
	PR. ACCESS ROAD
	PR. LANDSCAPE BUFFER
	PR. LAYDOWN AREA
	PR. EASEMENT

SITE DATA TABLE

PIN #	20-20-26-400-002, 20-20-25-300-001, 20-20-25-100-008, 20-20-24-300-001, 20-20-24-400-003, 20-20-24-400-004, 20-20-24-400-001, 20-20-24-400-002, 20-20-25-200-001, 20-20-25-200-007, 21-21-19-300-002, 21-21-19-300-003, 21-21-30-200-001, 21-21-30-400-003, 21-21-30-400-004
OWNERS OF RECORD	JB PROPERTY 1 LLC; MASTERSON FARMS, LLC; DOUGLAS YONTZ; MARLENE EETEN; TEDDY & KATHRYN YONTZ; LINDA BETZELBERGER; BETZELBERGER FAMILY FARMS LLC; LOGAN BETZELBERGER TRUST; MICHAEL & MARY BEHREND; BRENT & ROSEMARY BEHREND; ELMER T. RADEMAKER TRUST; CAROL YONTZ BERGER LIVING TRUST; COTTERMAN FAMILY TRUST
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SITE ADDRESS	INTERSECTION OF TOWERLINE RD AND ARMINGTON RD
ZONING JURISDICTION	TAZEWELL COUNTY
CURRENT LAND USE	AGRICULTURE
PROPOSED USE	SOLAR FARM, UTILITY SCALE
TOTAL PROJECT BOUNDARY	1300 ± AC
ALLOWED EXTENTS OF SOLAR PANELS PER COUNTY ORDINANCES AREA	1153 ± AC

KEY MAP

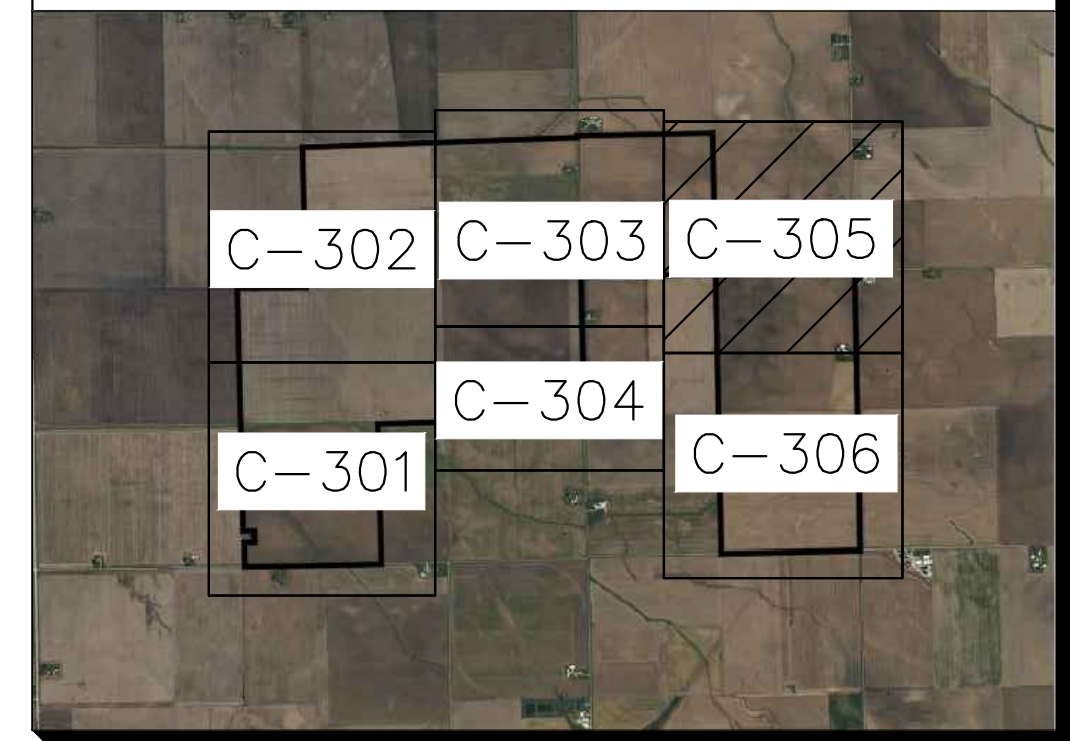


EXHIBIT M

Call Before You Dig

 1-800-892-0123

NO.	REVISIONS	DATE
1	SUP REV 1	02/21/2024

Kimley-Horn

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 111 W JACKSON BLVD., SUITE 1320
 CHICAGO, IL 60604 (312) 726 9445

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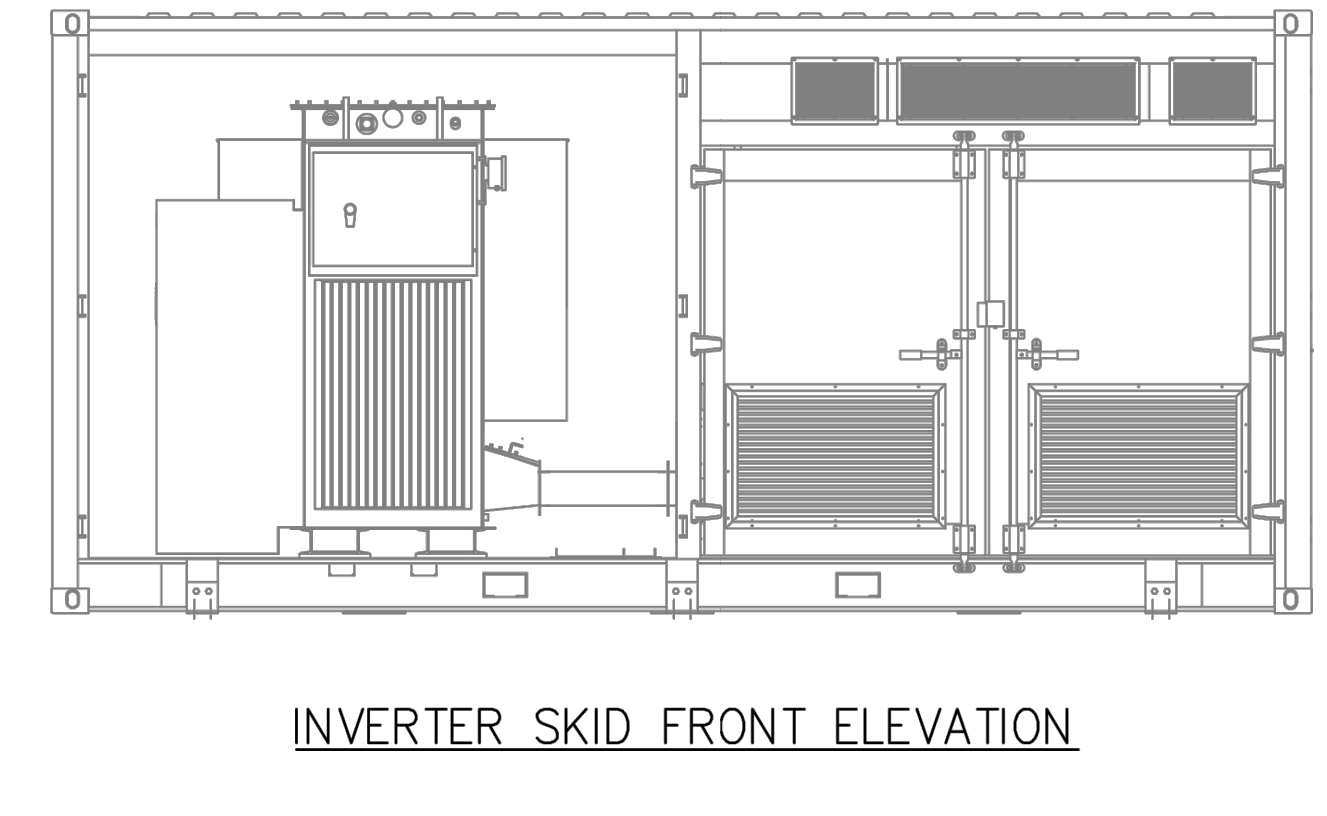
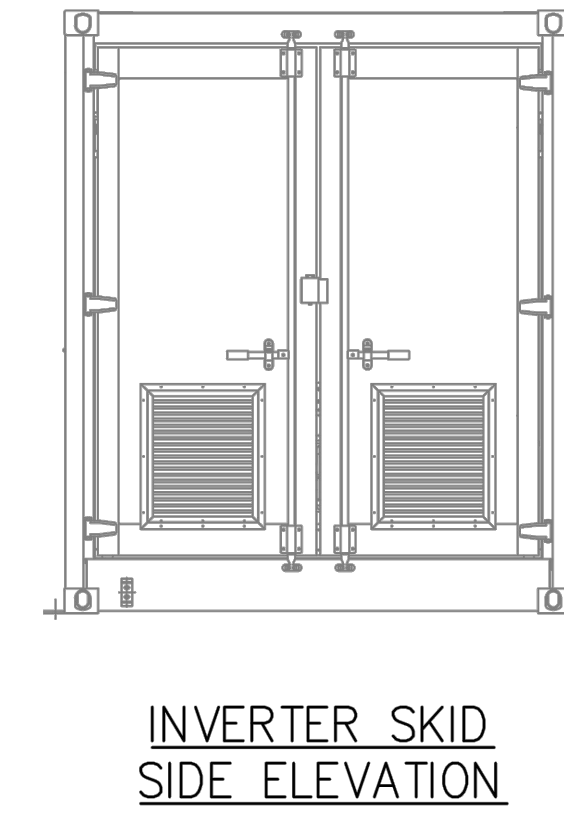
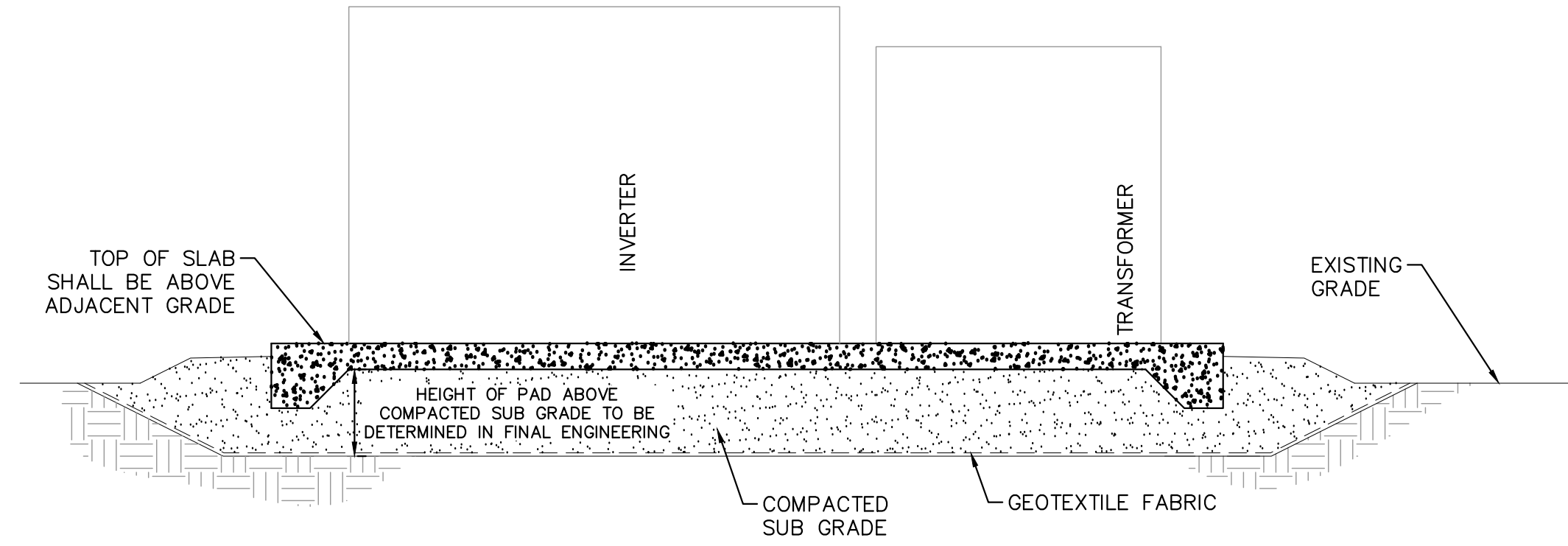
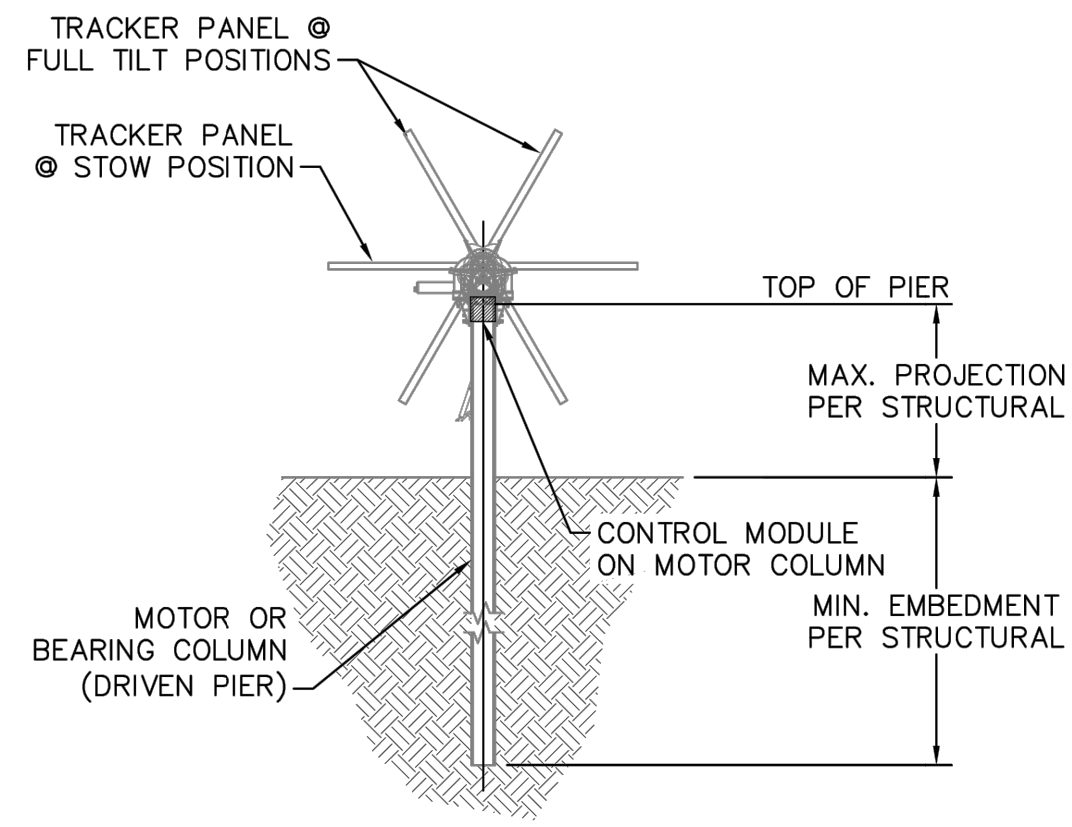
KHA PROJECT	268484001
DATE	01/12/2024
SCALE	AS SHOWN
DESIGNED BY:	CJP
DRAWN BY:	JCC
CHECKED BY:	TAM

SITE PLAN

COYOTE ROAD SOLAR

TAZEWELL COUNTY, ILLINOIS

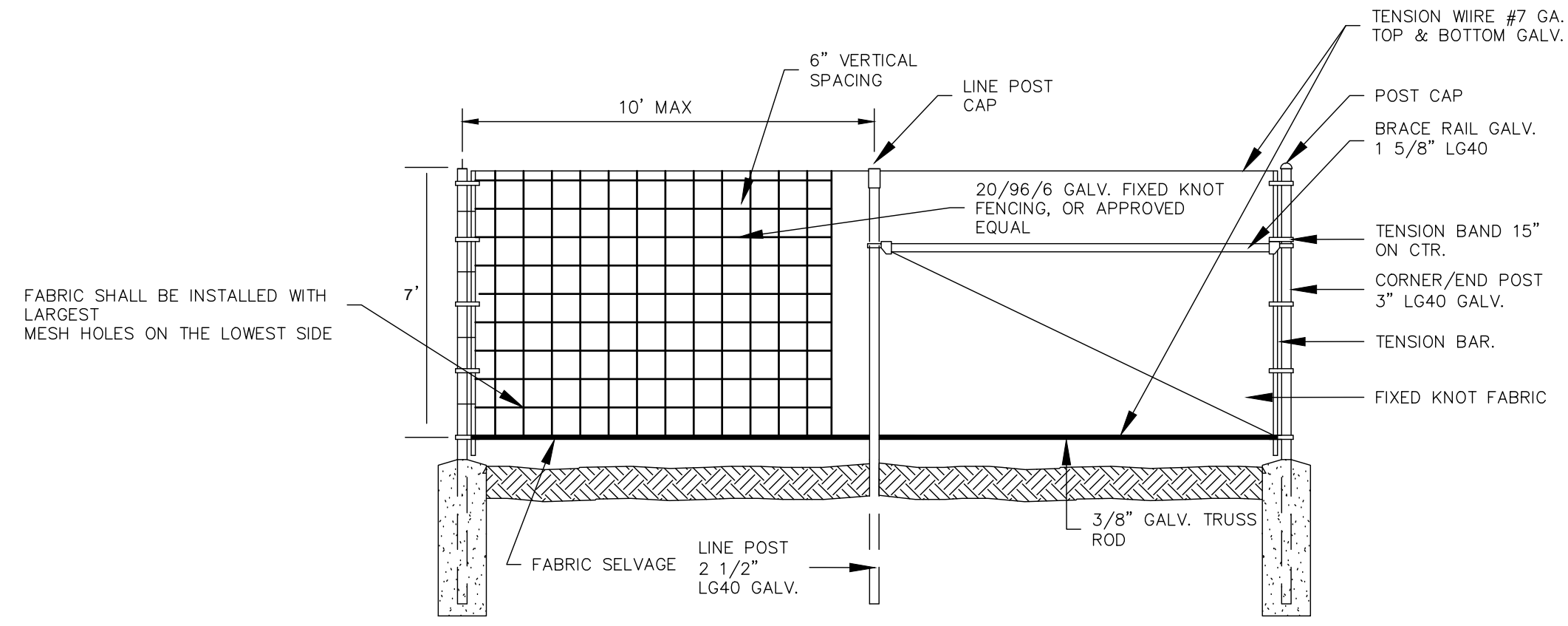
SHEET NUMBER
C-305



1 EXAMPLE SINGLE-AXIS TRACKER SIDE ELEVATION SCALE: NTS
C-400

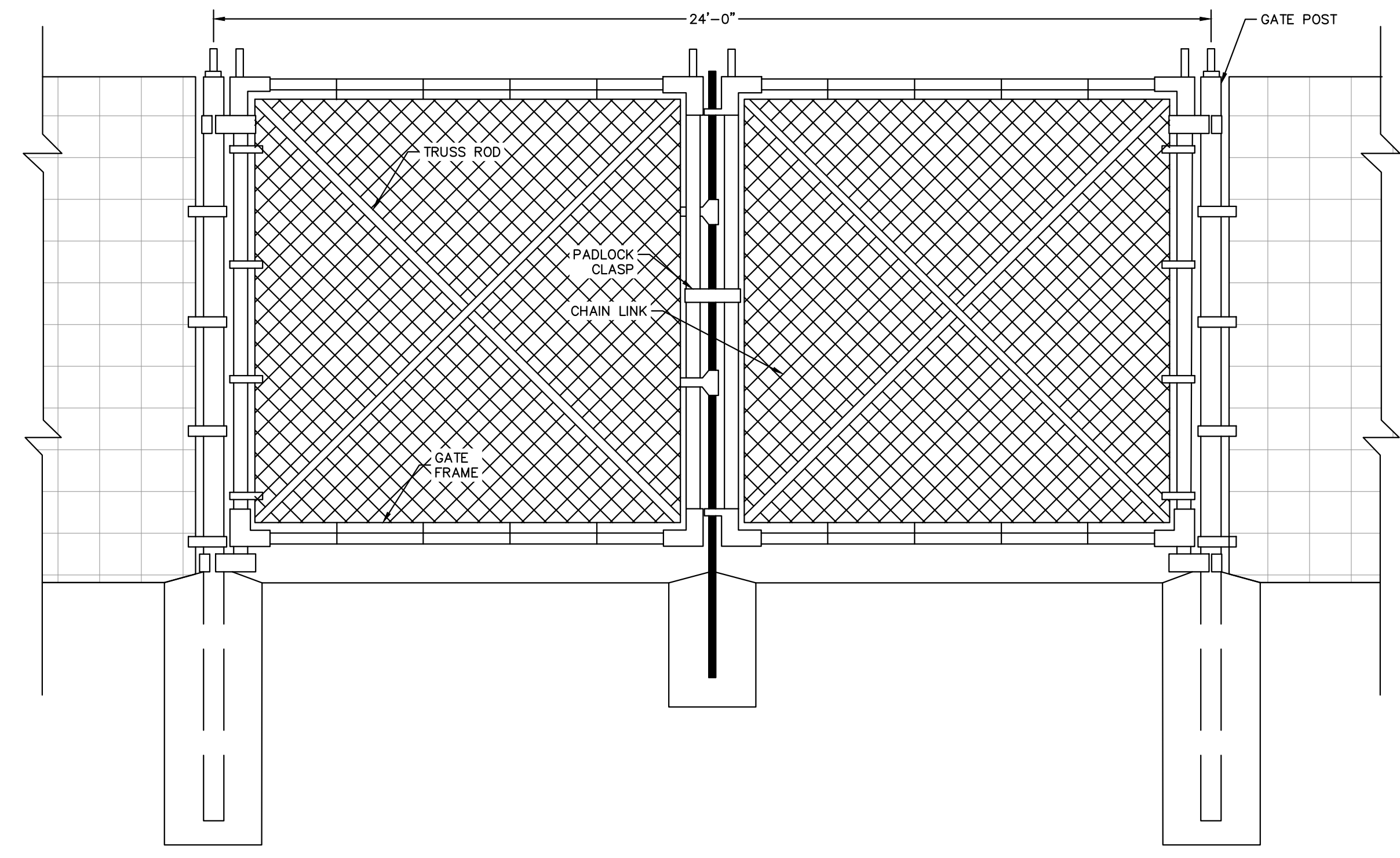
2 EXAMPLE EQUIPMENT PAD ELEVATION DETAIL SCALE: NTS
C-400

3 EXAMPLE INVERTER SKID FRONT & SIDE ELEVATION SCALE: NTS
C-400



PRELIMINARY DETAIL TO BE UPDATED AT BUILDING PERMIT

4 GAME FENCE DETAIL SCALE: NTS
C-400



5 DOUBLE SWING GATE DETAIL SCALE: NTS
C-400

PRELIMINARY - NOT FOR CONSTRUCTION

EXHIBIT O



NO.	REVISIONS	DATE
1	SUP REV 1	02/21/2024



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PRELIMINARY
NOT FOR
CONSTRUCTION

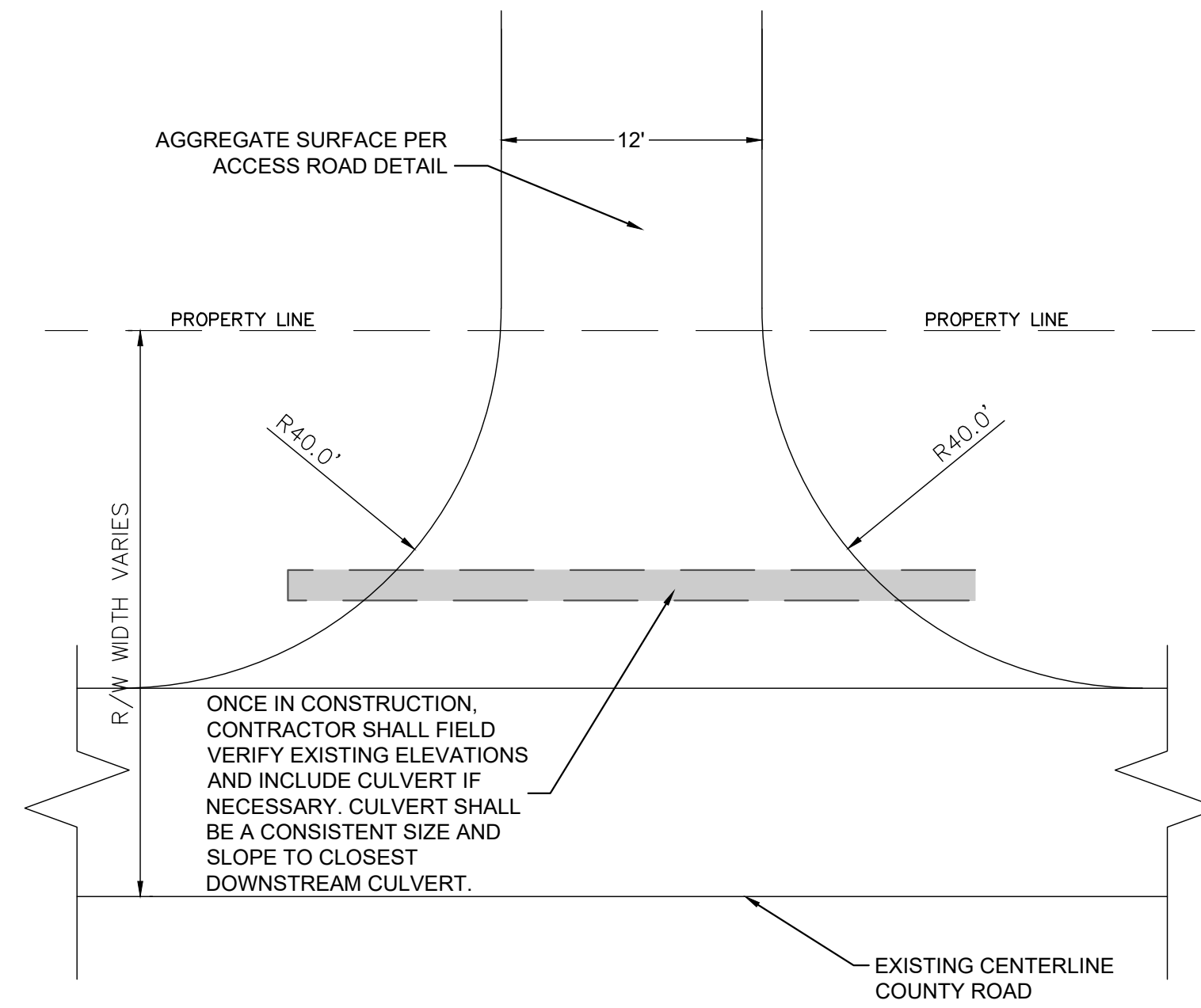
KHA PROJECT 268484001	DATE 01/12/2024	SCALE AS SHOWN	DESIGNED BY CJP	DRAWN BY JCC	CHECKED BY TAM
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CONSTRUCTION
DETAILS

COYOTE ROAD SOLAR
TAZEWELL COUNTY, ILLINOIS

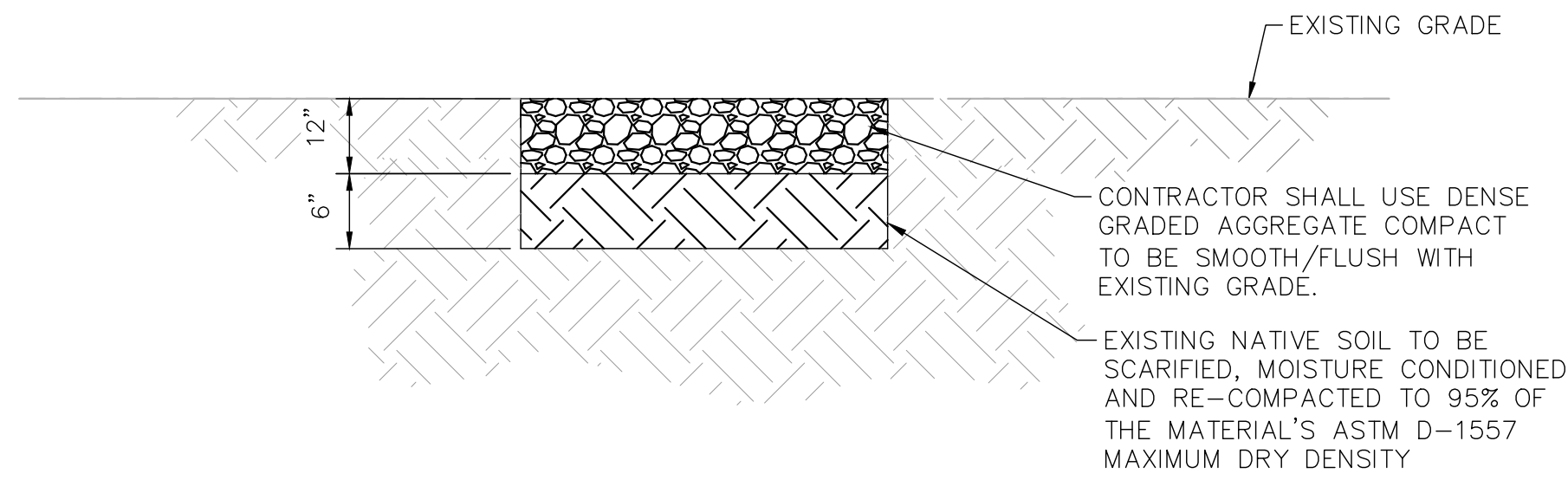
SHEET NUMBER
C-400

PRELIMINARY - NOT FOR CONSTRUCTION



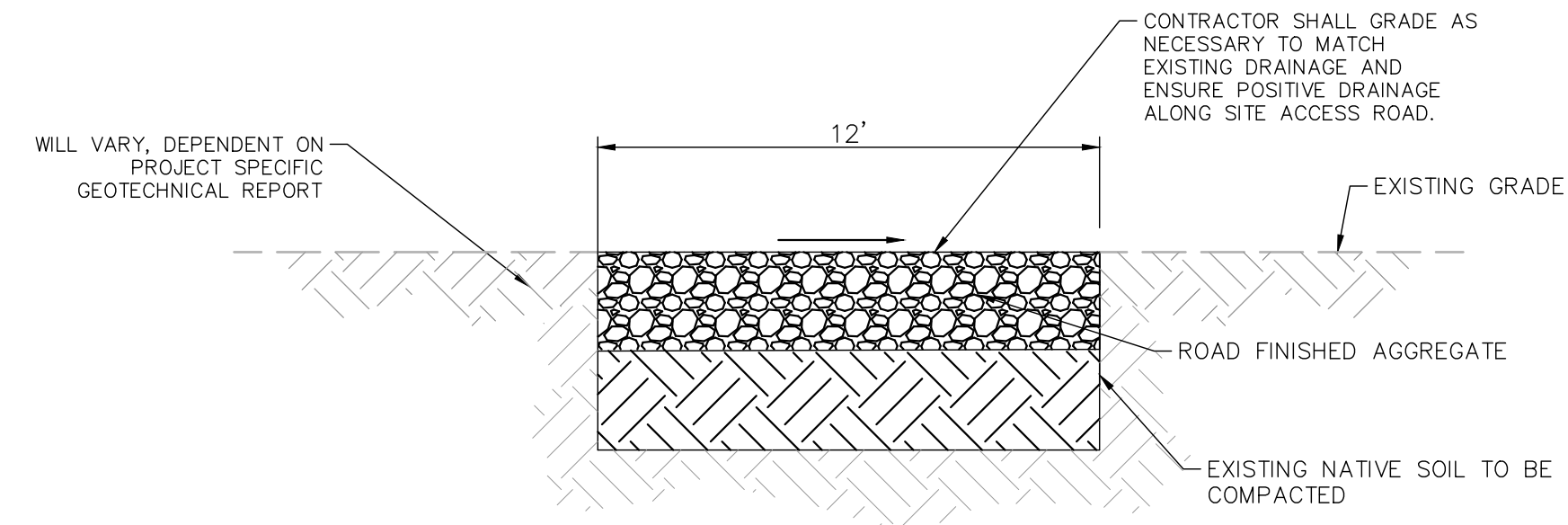
- NOTES:
1. SEED DISTURBED AREA WITH FESCUE BLEND OR APPROVED EQUIVALENT.
 2. ANY MATERIALS USED MUST BE ON APPROVED IDOT MATERIALS LIST.
 3. CONTRACTOR SHALL GRADE AS NECESSARY TO ENSURE ENTRANCE MEETS TAZEWELL COUNTY HIGHWAY DEPARTMENT REQUIREMENTS.

6 TYPICAL ROAD ENTRANCE DETAIL SCALE: NTS
C-401



- NOTES:
1. REMOVE ALL GRASSES AND ORGANICS WITHIN TEMPORARY LAYDOWN AREA.

8 TEMPORARY GRAVEL LAYDOWN AREA SCALE: NTS
C-401



- NOTES:
1. REMOVE ALL GRASSES AND ORGANICS WITHIN ACCESS ROAD AREA.
 2. COMPACTION SHALL BE VERIFIED BY TESTING BY THE GEOTECHNICAL CONSULTANT.
 3. ROAD SHALL BE DESIGNED IN ACCORDANCE WITH AASHTO SPECIFICATIONS FOR A LOADING OF A HS-20-44 VEHICLE.
 4. CONTRACTOR SHALL DESIGN AND CONSTRUCT ACCESS ROADS IN COMPLIANCE WITH FINAL GEOTECHNICAL REPORT AND FINAL HYDROLOGY REPORT ONCE RECEIVED.
 5. THICKNESS AND SUBGRADE PREP TO BE DETERMINED FROM GEOTECHNICAL REPORT.

7 SITE ACCESS ROAD DETAIL SCALE: NTS
C-401

No.	REVISIONS	DATE
1	SUP REV 1	02/21/2024

RWE

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CHICAGO, IL 60604 (312) 726-9445

PRELIMINARY
NOT FOR
CONSTRUCTION

KHA PROJECT 268484001	DATE 01/12/2024	SCALE AS SHOWN	DESIGNED BY CJP	DRAWN BY JCC	CHECKED BY TAM
--------------------------	--------------------	-------------------	--------------------	-----------------	-------------------

CONSTRUCTION
DETAILS

COYOTE ROAD SOLAR
TAZEWELL COUNTY, ILLINOIS

SHEET NUMBER
C-401

EXHIBIT P



Tazewell County Board Calendar of Meetings July 2024

Zoning Board of Appeals Duane Lessen, Chair	Tuesday, July 2 5:30pm – JCCR	Crawford, M. Goddard, Hall, Joesting, Schmidgall, Nelms, Sinn
Independence Day Holiday	Thursday, July 4	County Offices Closed
Land Use Kim Joesting, Chair	Tuesday, July 9 5:00pm – Jury Room	Crawford, M. Goddard, Hall, Nelms, Sinn, Schmidgall
Insurance Review David Zimmerman, Chair	No July meeting	S. Goddard, Mingus, Rich-Stimson
Health Services Jay Hall, Chair	Thursday, July 11 5:30pm – TCHD	S. Goddard, Longfellow, Paget, Sinn, Hopkins, Schmidgall
Board of Health	Monday, July 22 6:30pm - TCHD	Hall
Transportation Greg Menold, Chair	Tuesday, July 23 1:30pm - Tremont	Crawford, Deppert, Hall, Harris, Paget, Proehl, Nelms
Property Greg Longfellow, Chair	Tuesday, July 23 3:30pm – JCCR	Atkins, M. Goddard, Graff, Joesting, Mingus, Rich-Stimson, Schneider
Finance Nick Graff, Chair	Tuesday, July 23 following Property – JCCR	Atkins, Deppert, S. Goddard, Harris, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Human Resources Tammy Rich-Stimson, Chair	Tuesday, July 23 following Finance – JCCR	Atkins, Deppert, S. Goddard, Graff, Harris, Longfellow, Menold, Mingus, Proehl, Schneider
Risk Management David Zimmerman, Chair	Wednesday, July 24 4:00pm – Jury Room	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Executive David Zimmerman, Chair	Wednesday, July 24 following Risk Management	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
County Board	Wednesday, July 31 6:00 pm – JCCR	All County Board Members