**Tazewell County Board** Wednesday, October 30, 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, October 30, 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 September 25, 2024 and October 7, 2024 County Board Proceedings
- F. Consent Agenda:

#### **Transportation**

T-24-30	1.	Approve Maintenance Truck Stipend
T-24-32	2.	Approve County Engineer Salary
T-24-33	3.	Approve 22-00050-00-RS – Parkway Joint Funding Agreement – BLR 05310C
<u>La</u>	and Use	
LU-24-18	4.	Approve Intergovernmental Agreement with Peoria County Soil & Water Conservation District to conduct Stormwater & Erosion Control Plan Reviews and Inspections
LU-24-19	5.	Approve Contract with Glen Gullette to conduct Residential Building Code and Electrical Inspections, as needed.
LU-24-20	6.	Approve renewal of Contractual Agreement with Tucker Plumbing to conduct Plumbing Inspections and advisory consulting services, as needed
LU-24-21	7.	Approve renewal of Contractual Agreement with Dick Young to conduct Electrical Inspections for Commercial and Residential projects, as needed

LU-24-22	8.	Approve renewal of Contractual Agreement with Central Illinois Fire Inspection Services, LLC to conduct Commercial Plan Review of Fire and Life Safety, as needed
LU-24-23	9.	Approve renewal of Contractual Agreement with Tri-County Regional Planning Commission to provide Zoning and Planning Services
LU-24-24	10.	Approve renewal of Contractual Agreement with Municipal Addressing Services to provide addressing services
	<u>Property</u>	
P-24-19	11.	Approve a request for proposal for a computerized maintenance management system for the Property and Facilities Management Department
P-24-28	12.	Approve the first amendment to the agreement with Wold Architects and Engineers
P-24-29	13.	Approve Memorandum of Understanding with the Board of Health for the Tremont Campus and 1800 Broadway
P-24-30	14.	Approve modification of its support of an Ameren easement of the County Farm
P-24-31	15.	Approve proposal from Taza Construction for epoxy work at 101 S. Capitol
	<u>Finance</u>	
F-24-30	16.	Approve a contract with Heart Technologies for the Tremont Campus technology infrastructure project
F-24-31	17.	Approve a budget line transfer for Community Development
F-24-32	18.	Approve an amendment to Heart Technologies' Managed Services Contract
F-24-33	19.	Approve an agreement with Bellwether LLC to conduct a fee study for the Sheriff's Office
F-24-34	20.	Approve recognizing expenses for the American Rescue Plan Act's State and Local Fiscal Recovery funds
F-24-35	21.	Approve budget transfers for Health Department
	Human Res	<u>sources</u>

Approve the FY25 insurance premiums

HR-24-23

22.

HR-24-24	23	3.	Approve the 2025 plan summary document
HR-24-25	24	4.	Approve the FY25 Cobra rates
HR-24-26	25	5.	Approve wage increases for non-union employees
	<u>Risk</u>		
RM-24-03	26	6.	Approve Travelers property, IPRF worker's compensation, and other insurance carriers
	<u>Executiv</u>	<u>ve</u>	
E-24-111	27	7.	Approve the Annual Appellate Prosecutor resolution
E-24-120	28	8.	Approve a supply of electricity vendor
E-24-121	29	9.	Approve 4th quarter 2024 payment to Greater Peoria Economic Development Council
E-24-122	30	0.	Approve County Delinquent Tax Sale resolution
E-24-125	31	1.	Approve Decommissioning Agreement for Bungalow, LLC
E-24-126	32	2.	Approve Decommissioning Agreement for SolAmerica Energy, LLC
	<u>Appoint</u>	<u>tmer</u>	nts and Reappointments
E-24-112	Appoint		Approve reappointment of William Atkins to the Tri-County River Valley Development Authority
E-24-112 E-24-113		3.	Approve reappointment of William Atkins to the Tri-County River Valley
	33	<ul><li>3.</li><li>4.</li></ul>	Approve reappointment of William Atkins to the Tri-County River Valley Development Authority  Approve reappointment of Russell Crawford to the Tri-County Regional
E-24-113	33	3. 4. 5.	Approve reappointment of William Atkins to the Tri-County River Valley Development Authority  Approve reappointment of Russell Crawford to the Tri-County Regional Planning Commission  Approve reappointment of Greg Menold to the Tri-County Regional Planning
E-24-113 E-24-114	33 34 35	<ul><li>3.</li><li>4.</li><li>5.</li><li>6.</li></ul>	Approve reappointment of William Atkins to the Tri-County River Valley Development Authority  Approve reappointment of Russell Crawford to the Tri-County Regional Planning Commission  Approve reappointment of Greg Menold to the Tri-County Regional Planning Commission  Approve reappointment of Nick Graff to the Emergency Telephone System
E-24-113 E-24-114 E-24-115	33 34 35	<ul><li>3.</li><li>4.</li><li>5.</li><li>6.</li><li>7.</li></ul>	Approve reappointment of William Atkins to the Tri-County River Valley Development Authority  Approve reappointment of Russell Crawford to the Tri-County Regional Planning Commission  Approve reappointment of Greg Menold to the Tri-County Regional Planning Commission  Approve reappointment of Nick Graff to the Emergency Telephone System Board  Approve reappointment of Dawn Cook to the Emergency Telephone System
E-24-113 E-24-114 E-24-115 E-24-116	33 34 35 36	3. 4. 5. 6.	Approve reappointment of William Atkins to the Tri-County River Valley Development Authority  Approve reappointment of Russell Crawford to the Tri-County Regional Planning Commission  Approve reappointment of Greg Menold to the Tri-County Regional Planning Commission  Approve reappointment of Nick Graff to the Emergency Telephone System Board  Approve reappointment of Dawn Cook to the Emergency Telephone System Board  Approve reappointment of Thomas Haas to the Emergency Telephone

### Authority

- E-24-124 41. Approve appointment of Marcus Camp to the East Peoria Drainage and Levee District
  - G. Unfinished Business
  - H. New Business
  - I. Review of approved bills
  - J. Approve the November 2024 Calendar of Meetings
  - K. Recess to November 20, 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
Eric Stahl, Dist. 2
Russ Crawford, Dist. 3
William (Bill) Atkins, Dist. 3
Greg Longfellow, Dist. 3

# TAZEWELL COUNTY BOARD MEETING MINUTES WEDNESDAY SEPTEMBER 25, 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: Chairman Zimmerman, Members Atkins, Crawford, Deppert, Mark Goddard, Graff, Hall, Hopkins, Joesting, Longfellow, Menold, Mingus, Nelms, Schmidgall, Sinn, Stahl - 16. Absent: Members Sam Goddard, Harris, Paget, Proehl, Rich-Stimson, Schneider– 6.

# INVOCATION AND PLEDGE OF ALLEGIANCE

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

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

Tim Behr, a concerned citizen, spoke in opposition to solar and wind projects within Tazewell County. He recognized the work of the board for their work on behalf of the citizens of Tazewell County. He encouraged the board members to become informed of the many problems of green energy systems, both locally and across the country.

Elton Rocke, a concerned citizen, spoke on his opposition to CO2 pipeline being proposed for Tazewell County. He referenced CO2 pipeline leak down in Decatur that went unnoticed for a long period of time.

### PRESENTATION: UNITED WAY

Jennifer Zammuto, President of Heart of Illinois United Way, Keith McKeever, Executive Director, United Way Pekin, and Heather Robinson spoke on the 2024 Heart of Illinois United Way Campaign. They provided a handout to the board members.

### PROCLAMATION: HUNGER ACTION MONTH SEPTEMBER 2024

Tazewell County Board Chairman David Zimmerman read a proclamation stating September is Hunger Action Month. Amy Fox, Director the Tazewell County Health Department accepted the proclamation and spoke on the need to help end hunger in Tazewell County.

# PROCLAMATION: DOMESTIC VIOLENCE AWARENESS MONTH OCTOBER 2024

Tazewell County Board Chairman David Zimmerman read a proclamation stating October is Domestic Violence Awareness Month. Carol Merna, Chief Executive Officer, Center for Prevention of Abuse along with her staff members Mary Taylor, Kristen Mueller and Barry Pinter accepted the proclamation.

# COMMUNICATIONS FROM ELECTED & APPOINTED COUNTY OFFICIALS

County Clerk/Recorder John C. Ackerman stated Early Voting would begin September 26<sup>th</sup> and over 10,000 vote by mail ballots would be sent out this election. He spoke on a recent press release from the Illinois Association of County Clerk/Recorders that spoke on contacting election authorities when question's arise on the election process.

# APPROVE THE MINUTES OF THE AUGUST 28, 2024, COUNTY BOARD PROCEEDINGS

Member Mingus moved to approve the minutes of the Board Meetings held on August 28, 2024, as printed; seconded by Member Nelms. Motion to approve the minutes as printed were approved by voice vote of 15 Yeas; 0 Nays.

# IN-PLACE HUMAN RESOURCES COMMITTEE MEETING

Meeting started at 6:35 PM and entered Executive Session at 6:36 PM. The Human Resource Committee ended the Executive Session at 7:21 PM. The Tazewell County Board returned to regular session at 7:21 PM.

#### IN-PLACE PROPERTY COMMITTEE MEETING

Meeting started at 7:21 PM and ended at 7:24 PM.

# IN-PLACE FINANCE COMMITTEE MEETING

Meeting started at 7:24 PM and ended at 7:27 PM.

# IN-PLACE EXECUTIVE COMMITTEE MEETING

Meeting started at 7:27 PM and ended at 7:30 PM.

#### **CONSENT AGENDA**

- Transportation: Approve 21-00000-06-MG-Shop Renovation Amended BLR 09110, Resolution T-24-31.
- 2. Property: Approve the purchase of a truck for Animal Control, Resolution P-24-25.
- 3. Property: Approve a proposal for security video monitoring and door access controls for the Health Department at 1800 Broadway, Resolution P-24-26.
- 4. Property: Approve a bid for sidewalk replacement and repair at the Tazewell County Health Department Building, 1800 Broadway, Pekin, Illinois 61554, Resolution P-24-27. Upon approval of in-place meeting.
- 5. Finance: Approve budget transfers for General Fund, Special Revenue Fund, and Informational Fee Fund, Resolution F-24-27.
- 6. Finance: Approve a contract with Heart Technologies for the fiber infrastructure project, and wireless internet at the Justice Center and McKenzie Building, Resolution F-24-28. Upon approval of in-place meeting.
- 7. Finance: Approve an amendment to the agreement with Heart Technologies for the telephone system, Resolution F-24-29. Upon approval of in-place meeting.
- 8. Human Resources: Approve Memorandum of Understanding with Illinois Fraternal Order of Police Labor Council and Sheriff's Office Corrections Unit, Resolution HR-24-21.
- 9. Human Resources: Approve agreement with Pareto/HCC as stop loss carrier, Resolution HR-24-22.
- 10. Executive: Approve budget for Heritage Lake Special Service Area for FY25, Resolution E-24-104. Upon approval of in-place meeting.

- 11. Executive: Approve tax levy for the Heritage Lake Special Service Area for FY25, Resolution E-24-105. Upon approval of in-place meeting.
- 12. Executive: Approve County Delinquent Tax Sale resolution, Resolution E-24-110. Upon approval of in-place meeting.

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

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

Item 1 Transportation: Paul Augspurger, Assistant County Engineer, spoke on the resolution and how this was an IDOT requirement. Member Hall motioned to approve 21-00000-06-MG – Shop Renovation – Amended BLR 09110; seconded by Member Atkins. Motion passed by voice vote of 15 Yeas; 0 Nays. Resolution T-24-31 was passed by the County Board.

Item 4 Property: Member Atkins motioned to approve a bid for sidewalk replacement and repair at the Tazewell County Health Department Building 1800 Broadway Pekin; seconded by Member Hall. Motion passed by voice vote of 15 Yeas; 0 Nays – Resolution P-24-27 was passed by the County Board.

Item 6 Finance: Member Graff motioned to approve a contract with Heart Technologies for the fiber infrastructure project and wireless internet at the Justice Center and McKenzie Building; seconded by Member Longfellow. Motion passed by voice vote of 15 Yeas; 0 Nays. Resolution F-24-28 was passed by the County Board.

Item 7 Finance: Member Atkins motioned to approve amendment to the agreement with Heart Technologies for the telephone system; seconded by Member Deppert. Motion passed by voice vote of 15 Yeas; 0 Nays. Resolution F-24-29 was passed by the County Board.

Item 10 Executive: Member Menold motioned to approve budget for Heritage Lake Special Service Area for FY25; seconded by Member Stahl. Motion passed by voice vote of 15 Yeas; 0 Nays. Resolution E-24-104 was passed by the County Board.

Item 11 Executive: Member Joesting motioned to approve the tax levy for the Heritage Lake Special Service Area for FY25; seconded by Member Nelms. Motion passed by voice vote of 15 Yeas; 0 Nays. Resolution E-24-105 was passed by the County Board.

# TAZEWELL COUNTY BOARD MINUTES SEPTEMBER 25, 2024

Item 12 Executive: Member Crawford motioned to approve the County Delinquent Tax Sale Resolution; seconded by Member Atkins. Motion passed by voice vote of 15 Yeas; 0 Nays. Resolution E-24-110 was passed by the County Board.

#### **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 OCTOBER 2024 CALENDAR

Member Deppert moved to approve the October 2024 calendar; seconded by Member Nelms. Motion to approve the October 2024 calendar was approved by voice vote of 15 Yeas; 0 Nays.

#### **ADJOURNMENT**

There being no further business before the Board, Chairman Zimmerman announced the meeting adjourned. The Tazewell County Board Meeting adjourned at 7:39 PM. The next scheduled County Board meeting will be October 30, 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 Goodard, Dist. 1
Jon Hopkins, Dist. 2
Maxwell Schneider, Dist. 2
Roy Paget, Dist. 2
Eric Stahl, Dist. 2
Russ Crawford, Dist. 3
William (Bill) Atkins, Dist. 3
Greg Longfellow, Dist. 3

# TAZEWELL COUNTY BOARD MEETING MINUTES MONDAY, OCTOBER 7, 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: Chairman David Zimmerman, Members Atkins, Crawford, Mark Goddard, Graff, Hopkins, Joesting, Longfellow, Menold, Nelms, Proehl, Schneider, Sinn, Stahl - 14. Absent Members were: Deppert, Sam Goddard, Hall, Harris, Mingus, Paget, Rich-Stimson, Schmidgall – 8

#### INVOCATION AND PLEDGE OF ALLEGIANCE

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

# COMMUNICATIONS FROM MEMBERS OF THE PUBLIC, COUNTY EMPLOYEES, ELECTED AND APPOINTED OFFICIALS

No communications from members of the public, county employees, elected and appointed officials at this time.

#### FISCAL YEAR 2025 BUDGET OVERVIEW

Chairman Zimmerman turned over control of the meeting to Finance Chairman Nick Graff to conduct the Tentative Budget proceedings for the FY2025 Budget.

Finance Chairman Graff mentioned the Finance Committee held multiple budget meetings to discuss the FY2025 Budget. He thanked the departments that were able to work on reaching the budget goals of the County. He explained that departments had certain board members assigned to review the budget with them. He stated the budget was the most important job for a county board member.

#### **GENERAL FUND**

Assistant County Administrator/Finance Director Mindy Darcy provided an overview of the FY25 Tentative Budget. She provided a power point presentation that discussed Inter-Fund Transfers, ARPA Funds, 5-Year Capital Improvement Plan, General Fund Summary, All Funds Summary, General Fund — Operating Surplus, General Fund Spenddown, 2025 recommended Tax Levy, Levied Fund Dependency on Tax Levy Dollars and Proposed FY25 Property Tax. They discussed the revenues and expenditures of the General Fund. The estimated projected revenue for FY2025 would be \$38,988,463.00. She spoke on the Capital Improvement Plan and provided a list of proposed projects. Assistant Administrator Darcy indicated the General Fund operating surplus was \$2,369,104.00. She explained the recommended tax levy and stated the funds that were part of the levy was as follows: General Fund, University of Illinois Extension, Risk Management, IMRF, Social Security, County Highway, County Bridge, Matching Tax, Health Department, Veterans and People with Developmental Disabilities. She explained the proposed Tazewell County's Property Tax rate increase for FY2025.

Motion by Member Stahl to open discussion of the General Fund Budget; seconded by Member Hopkins.

A handout of the items that required amendments in the General Fund Budget was distributed to the board members.

Discussions occurred pertaining to the individual budget lines for the General Fund Budget. Some department budgets did not require any discussions prior to approval.

**Recorder:** Finance Chairman Graff explained to the board that the Recorder Budget had an increase of \$44,488 to cover salary, social security and IMRF estimates.

**County Administration:** Finance Chairman Graff explained to the board the County Administration budget had an increase of \$2,224 to cover contingency.

Motion by Member Crawford to amend the General Fund Budget to reflect changes; seconded by Member Atkins.

Motion to approve the General Fund budget as amended was passed by voice vote of 13 Yeas; 0 Nays.

County Administrator Deluhery indicated the Amended General Fund budget would be \$40,751,577.00 and the Contingency Line would be \$1,940,551.00.

Amended General Fund Amounts are as follows:

# TAZEWELL CO. TENTATIVE BUDGET MINUTES OCTOBER 7, 2024

Circuit Clerk \$1,628,676.00 Jury Commission \$177,968.00 State's Attorney \$3,579,585.00 Public Defender \$1,986,014.00 Courts \$526,009.00 Court Services \$3,405,056.00 Court Security \$914,085.00 Sheriff \$16,955,162.00 EMA \$306,817.00 Coroner \$606,586.00 Community Development \$556,886.00 County Board \$330,223.00 Auditor \$115,173.00 County Clerk/Elections \$1,745,045.00 Recorder of Deeds \$210,735.00 Treasurer and Tax Collector \$571,949.00 County Administration \$3,330,888.00 Information Technology \$1,918,009.00 Human Resources \$312,698.00 Finance \$492,232.00 External Audit \$171,000.00 County General Farm \$26,500.00 Assessments \$518,610.00 Board of Review \$126,540.00 Building Administration \$1,894,034.00

#### SPECIAL REVENUE FUNDS

Finance Chairman Graff began discussion on the Special Revenue Funds. The Special Revenue Funds were discussed or approved as follows:

Member Hopkins motioned to approve <u>IMRF</u> budget; seconded by Member Atkins. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Crawford motioned to approve <u>Social Security</u> budget; seconded by Member Menold. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Crawford motioned to Amend the <u>Health Internal Services</u> budget with a reduction of \$56,400; seconded by Member Atkins. Motion as amended passed by voice vote of 13 Yeas; 0 Nays.

Member Longfellow motioned to approve <u>Township Bridge Fund</u> budget; seconded by Member Menold. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Crawford motioned to approve <u>County Highway</u> budget; seconded by Member Atkins. Motion passed by voice vote of 13 Yeas; 0 Nays.

### TAZEWELL CO. TENTATIVE BUDGET MINUTES OCTOBER 7, 2024

Member Nelms motioned to approve <u>County Motor Fuel Tax</u> budget; seconded by Member Proehl. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Menold motioned to approve <u>Township Road Fuel Tax</u> budget; seconded by Member Atkins. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Hopkins motioned to approve <u>County Bridge Fund</u> budget; seconded by Member Joesting. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Crawford motioned to approve <u>Matching Tax</u> budget; seconded by Member Atkins. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Crawford motioned to approve <u>County Health</u> budget; seconded by Member Mark Goddard. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Atkins motioned to approve <u>Solid Waste Fund</u>; seconded by Member Schneider. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Crawford motioned to approve <u>Strengthening IL Public Health Admin Grant</u> budget; seconded by Member Atkins. Motion passed by voice vote of 13 Yeas; 0 Nays.

Motion by Member Crawford to Amend the <u>Veterans' Assistance Fund</u> budget to reflect a decrease of \$15,225.00; seconded by Member Stahl. Motion to amend passed by voice vote of 13 Yeas; 0 Nays.

Member Hopkins motioned to approve <u>Animal Control</u> budget; seconded by Member Schneider. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Sinn motioned to approve <u>GIS</u> budget; seconded by Member Longfellow. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Proehl motioned to approve <u>Persons with Developmental Disabilities</u> budget; seconded by Member Hopkins. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Nelms motioned to approve <u>American Rescue Plan</u> budget; seconded by Member Proehl. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Crawford motioned to Amend <u>National Opioid Settlement</u> budget to reflect a decrease of \$25,749; seconded by Member Hopkins. Motion to amend passed by voice vote of 13 Yeas; 0 Nays.

Member Menold motioned to approve <u>LATCF Grant</u> budget; seconded by Member Stahl. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Schneider motioned to approve <u>Energy Transition Community Grant</u>; seconded by Member Atkins. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Atkins motioned to approve Sheriff Grant Fund; seconded by Member Joesting. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Crawford motioned to approve <u>Treasurer's Automation Fund;</u> seconded by Member Proehl. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Atkins motioned to approve <u>Probation Upgrade Fund</u>; seconded by Member Hopkins. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Atkins motioned to approve <u>Risk Management & Liability Fund;</u> seconded by Member Longfellow. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Atkins motioned to approve <u>Drug Court Fund</u>; seconded by Member Longfellow. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Crawford motioned to approve <u>Capital Improvement Fund</u>; seconded by Member Atkins. Motion passed by voice vote of 13 Yeas; 0 Nays.

Member Atkins motioned to approve <u>Recorder's Special Document Storage Fund;</u> seconded by Member Longfellow. Motion passed by voice vote of 13 Yeas; 0 Nays.

Motion by Member Schneider to Approve the <u>Heritage Lake SSA Fund</u> budget with no changes; seconded by Member Crawford passed by roll call vote of 13 Yeas; 0 Nays.

#### ADJOURNMENT

There being no further business before the Board, Finance Chairman Nick Graff announced the meeting was adjourned. The Tazewell County Board Tentative Budget Meeting was adjourned at 7:15 P.M. The next regular scheduled County Board and Final Budget meeting will be October 30, 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.

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#### **RESOLUTION**

WHEREAS, the County Engineer has requested approval to provide a stipend in lieu of providing a county vehicle for the Highway Maintenance Supervisor, and

WHEREAS, comparative analysis indicates no appreciable difference in cost to Tazewell County and in addition will provide safer working conditions for maintenance workers in the highway environment, extend the service life of the Bucket truck (an expensive specialized vehicle), eliminate the immediate need to add a vehicle to the highway vehicle fleet in the difficult current market through the State of Illinois Central Management Services, and

**WHEREAS,** resolution T-22-49 was approved by the County Board on the 16<sup>th</sup> day of November 2022, approving a stipend to the Highway Maintenance Supervisor in the amount of \$1,500.00 per month, and

WHEREAS, since 2022 the cost of owning and maintaining a vehicle has increased, and

WHEREAS, the proposed stipend is proposed to be increased to \$2,000.00 per month, and

**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that the County Engineer implement said stipend, and

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

ADOPTED this 30th day of October 2024

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

The of the time com any of octor	
ATTEST:	
County Clerk	County Board Chairman



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

Does the County participate in the County Engineer's Salary Reimbursement Program? X Yes No
Resolution No T-24-32 Section No 25-00000-00-CS STP Section No 25-CS179-00-AC
WHEREAS, the County Board of Tazewell County has adopted a resolution establishing the salary of the County Engineer to
be ≥95% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and percentage
WHEREAS, the County Board of Tazewell County has entered into an agreement with the Illinois Department of
Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.
NOW, THEREFORE, BE IT RESOLVED, by the Tazewell County Board that there is hereby appropriates the sum of County
One Hundred Fifty Thousand One Hundred Sixty Nine and 00/100 Dollars (\$150,169.00) from the County's
$\frac{\text{Motor Fuel Tax}}{\text{Fund}} \text{ funds for the purpose of paying the County Engineer's salary from } \frac{01/01/25}{\text{beginning date}} \text{ to } \frac{12/31/25}{\text{ending date}} \text{ and,}$
BE IT FURTHER RESOLVED, that the County Board hereby authorizes the Department of Transportation, State of County
Illinois to transfer Seventy Five Thousand Eighty Four and 50/100 Dollars
( \$75,084.50 ) of Federal Surface Transportation Program funds allocated to County to the
Department of Transportation in return for an equal amount of State funds; and
BE IT FURTHER RESOLVED, by the County Board that there is hereby appropriated the sum of
Fifty Eight Thousand and 00/100 Dollars (\$58,000.00) from the County's
$\frac{\text{Motor Fuel Tax}}{\text{Fund}} \text{ funds for the purpose of paying the County Engineer's expenses from } \frac{01/01/25}{\text{beginning date}} \text{ to } \frac{12/31/25}{\text{ending date}}.$
I John C. Ackerman County Clerk in and for said County of Tazewell in the State of Illinois, and County
keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of
a resolution adopted by the County Board of Tazewell at a meeting held on 10/30/24 County.
I certify that the correct TIN/FEIN number for Tazewell County is 376002171 Legal Status: Governmental.
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of
(SEAL, if required by the LPA)  Clerk Signature & Date
APPROVED STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION For resolutions involving a transfer of STR funds:
Omer Osman, P.E.  BY:  George A. Tapas, P.E., S.E.
Secretary of Transportation Signature & Date  Engineer of Local Roads & Streets Signature & Date

For information about IDOT's collection and use of confidential information review the department's <u>Identity Protection Policy</u>.

LPA NAME	_	Section No	STP Section No
Tazewell	County	25-00000-00-CS	25-CS179-00-AC
For IDOT Use Only			
Dates of the existing agreement b	petween IDOT and Cou	nty to	ng
Dates of the new agreement betw	een IDOT and County	Beginning to Endi	ng

#### **COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

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

ADOPTED this 30th day of October, 2024.

County Clerk

County Board Chairman

#### **COMMITTEE REPORT**

	Mr.	Chairman	and Member	s of Ta	zewell Coun	tv Board:
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Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

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#### **RESOLUTION**

**WHEREAS**, an improvement under Section 22-00050-00-RS is planned for Parkway Drive (FAU 6711 / CH 25) from IL State Route 98 southerly to the northern limits of the City of Pekin; and

**WHEREAS**, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

**WHEREAS**, the use of these funds requires a joint funding agreement (AGGREMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

ADOPTED this 30th day of October 2024

**THEREFORE, BE IT RESOLVED,** by the County Board that Tazewell County hereby appropriates Sixty Thousand and 00/100 Dollars (\$60,000.00) and as much additional funding as may be needed to match the required funding to complete the proposed improvement from County Matching Tax Funds, Road Improvement, Account Number 215-400-5580 and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

**BE IT FURTHER RESOLVED** that the County Board Chairman is hereby authorized to execute the attached AGREEMENT with IDOT for the above-mentioned project.

**BE IT FURTHER RESOLVED** that this resolution will become Attachment 5 of the AGREEMENT.

**BE IT FURTHER RESOLVED** that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action, and submit four (4) certified signed originals of the AGREEMENT and Resolution to IDOT District 4 Bureau of Local Roads and Streets as notification of this action.

	,
ATTEST:	
County Clerk	County Board Chairman



# Joint Funding Agreement for Federally Funded Construction

		LOCAL F	PUBLIC AGENO	CY				
Local Public Agency				Cour	nty		Section Nu	ımber
Tazewell County Tazewell 22-00050-						0-00-RS		
Fund Type	17	TEP, SRTS, HSIP	Number(s)		MPO Name	M	PO TIP Nur	mber
STU		N/A			PPUATS	T	Z-25-01	
Construction	,							
State Job Number F	Project Number							
C-94-056-24	ELND(118)							
Local Let/Day Labor		on State Letting	Construction	Engine	ering 🗌 Utilitie	s	Railro	ad Work
		L	OCATION					
							Stationing	
Local Street/Road Name	Ke	ey Route	Lei	ngth		Fro	m	То
Parkway DR (CH 25)	F	AU 6711	0.8	59 mile	!	00	.00	00.59
Location Termini								
ILL 98 To NCL of Pekir	า							
Current Jurisdiction				Existing	g Structure Numbe	er(s)	)	ı
Tazewell County N/A Rer					Remove			
PROJECT DESCRIPTION								
1.5" HMA removal and	overlay project				rate limits of P	ekiı	า	
	, ,	,		•				

Local Public Agency	Section Number	State Job Number	Project Number
Tazewell County	22-00050-00-RS	C9405624	ELND(118)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

#### I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 <u>Domestic Steel Requirement.</u> Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 <u>Termination</u>. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

#### **II. REQUIRED CERTIFICATIONS**

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 <u>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)</u>. The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 <u>Compliance with Registration Requirements</u>. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.
- 2.3 <u>Bribery</u>. The **LPA** certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 <u>Bid Rigging.</u> **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 <u>Debt to State.</u> LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 <u>Debarment.</u> The **LPA** certifies to the best of its knowledge and belief that it's officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

- c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
- d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
- 2.7 Construction of Fixed Works. The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 <u>Criminal Convictions</u>. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 <u>Telecom Prohibition</u>. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
  - a. the employee, officer, board member, or agent;
  - b. any member of his or her immediate family;
  - c. his or her partner; or
  - d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA**'s employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 <u>Organizational Conflict of Interest</u> The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. See 2 CFR 200.302.

#### **III. AUDIT AND RECORD RETENTION**

3.1 <u>Single Audits</u>: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA**'s calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 <u>STATE Audits</u>: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records. The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

#### IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 <u>LPA Appropriation Requirement</u>. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 <u>Financial Integrity Review and Evaluation (FIRE) program</u>: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 <u>Final Invoice</u>: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 <u>Project Closeout</u>: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.
- 4.7 <u>Project End Date</u>: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

#### V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

#### **VI. THE STATE AGREES**

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

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- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
  - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

#### **SCHEDULES**

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

$\boxtimes$	1.	Division of Cost
$\boxtimes$	2.	Location Map
$\boxtimes$	3.	Risk Assessment
$\boxtimes$	4.	Attestations
$\boxtimes$	5.	Resolution*

<sup>\*</sup>Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Tazewell County	22-00050-00-RS	C9405624	ELND(118)
AGREEMEI	NT SIGNATURES EXEC	CUTION	
The LPA agrees to accept and comply with the applicable	provision set forth in this ag	reement including attached	l schedules.
APPROVED			
Local Public Agency			
Name of Official (Print or Type Name)		$\neg$	
David Zimmerman			
Title of Official		$\neg$	
County Board Chairman			
Signature	Date		
The above signature certifies the agency's TIN number is		_	
376002171 conducting business as a	Governmental Entity.		
	,		
DUNS Number 071430805			
UEI <u>C121C5LKZU91</u>			
APPROVED			
State of Illinois Department of Transportation			
Omer Osman, P.E., Secretary of Transportation	Date		
2			
By: George A. Tapas, P.E., S.E., Engineer of Local Roads & S	streets Date		
Stephen M. Travia, P.E., Director of Highways PI/Chief En	gineer Date	$\neg$	
Michael Prater, Acting Chief Counsel	Date		
_			
Vicki Wilson, Chief Fiscal Officer	Date		

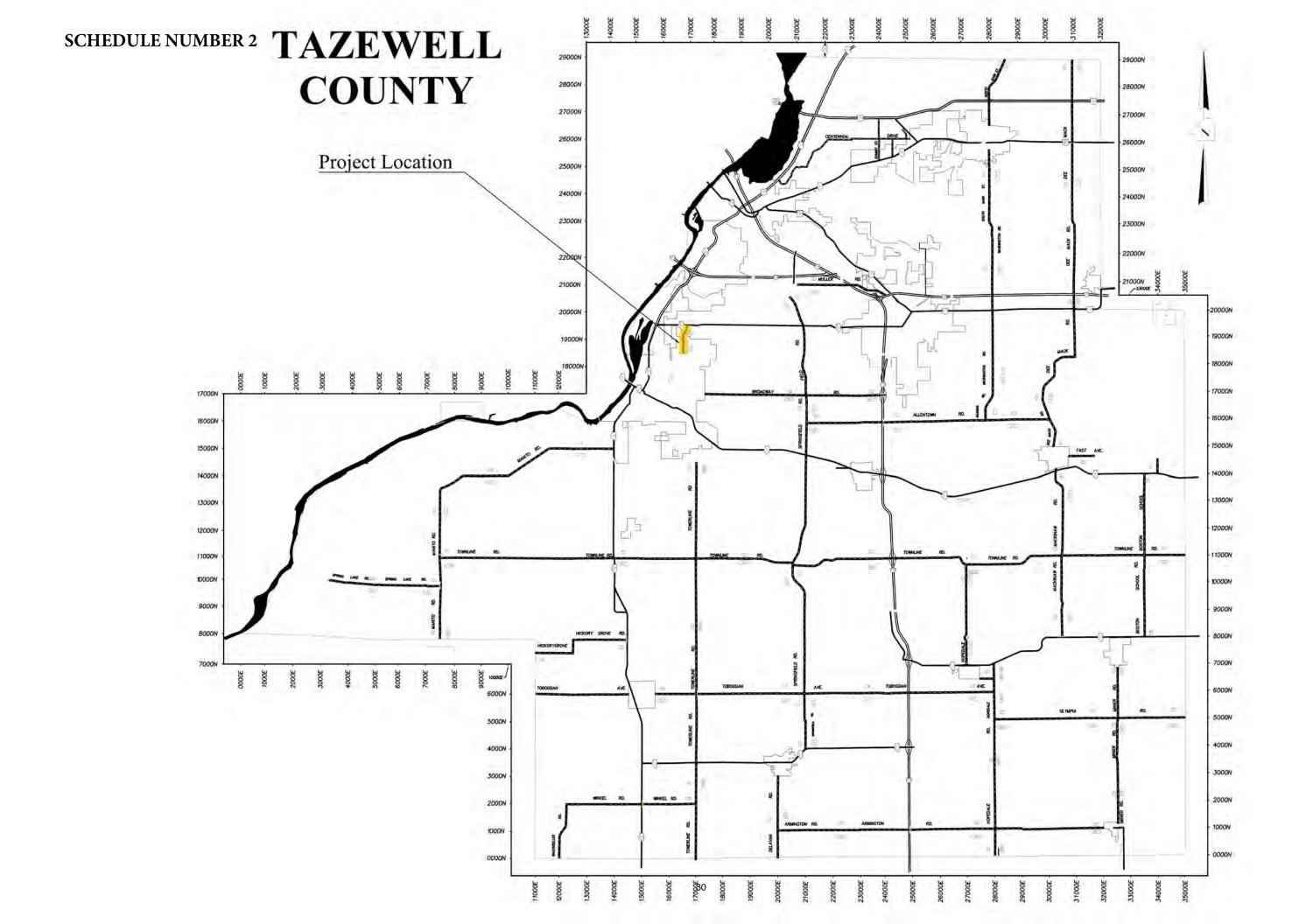
NOTE: A resolution authorizing the local official (or their <u>delegate</u>) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the <u>execution</u> of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature <u>authorization resolution</u>.

Please check this box to open a fillable Resolution form within this form.

				SCHEDULE	NUMBER 1					
Local Public Agency		County			Section Nun	nber	State Job Nu	mber Pro	ject Numb	er
Tazewell County		Tazew	Tazewell			22-00050-00-RS		24 EL	ELND(118)	
				DIVISION	OF COST					
		Federal Funds		S	State Funds		Local	Public Agency		
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	\$240,000.00	*				Local	\$60,000.0	0 BAL	\$300,000.00
	Total	\$240,000.00		Total			Total	\$60,000.0	0	\$300,000.00
If funding is not a percentage of th	e total place a	n asterisk (*) in the	space	provided for the p	ercentage and e	xplain bel	low:			
* 80% STU Funds NTE \$24	0,000.00									
<b>NOTE</b> : The costs shown in the Divcosts will be used in the final divisi				subject to change	. The final <b>LPA</b> s	share is d	ependent on the fir	nal Federal and S	tate partici <sub>l</sub>	oation. The actual
		METHOD	OF F	INANCING - (S	tate-Let Contr	act Wor	k Only)			
Check One				•						
☐ METHOD A - Lump Sum (80%	6 of LPA Obliga	ation		)						
Lump Sum Payment - Upon award the LPA's estimated obligation inco sum within thirty (30) calendar day	urred under this	s agreement. The <b>L</b>	PA wil	l pay to the STAT	<b>E</b> the remainder	of the LP				
METHOD B Mo	nthly Payments	s of		due by the	of	each suc	ccessive month.			
Monthly Payments - Upon award of the <b>LPA's</b> estimated obligation unonparticipating costs) in a lump s	der the provision	ons of the agreeme	nt has l	been paid. The <b>Li</b>	PA will pay to the					
METHOD C - LPA's Share	BAI	_ANCE	divided	by estimated tota	l cost multiplied	by actual	progress payment			
Progress Payments - Upon receipt	of the contrac	tor's first and subse	equent	progressive bills f	or this improvem	ent, the	LPA will pay to the	e STATE within the	irty (30) ca	lendar days of

receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs)

made to the contractor until the entire obligation incurred under this agreement has been paid.



			SCH	EDULE NUMBER 3				
Local Public Agency		Section N	lumber	County	Sta	ite Job Number	Project Number	
Tazewell County		22-0005	50-00-RS	Tazewell				
		L	.RS Federal	Funds RISK ASSESSM	IENT			
Risk Factor	Des	scription		Definition of S	Scale (time fram	es are based on LPA fi	scal year)	Points
	leadership, such as Fiscal and Administrative Management, transportation Related Program/Project Management, and/s			<u>0 points</u> - no significant changes in the last 4 or more years; <u>1 point</u> - minor changes, but majority of key staff and officials have not changed in the last 4 years; <u>2 points</u> - significant key staff or elected leadership changes within the last 3 years; <u>3 points</u> - significant key staff and elected leadership changes within the last 3 years				1
	What is the LPA's history witransportation projects?	th federal-aid funde	ed	<ul><li><u>o points</u> - One or more fed <u>point</u> - At least one project project initiated within the p</li></ul>	initiated within t	the past three years; <u>2</u>	points - AT least one	1
	managing federal-aid funded transportations through IDOT? control of the control		<b>O points</b> - Full-time employee with experience designated as being in "responsible charge"; <b>1 point</b> - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; <b>2 points</b> - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; <b>3 points</b> - LPA staff have no prior experience or technical expertise and relying solely on consultant				0	
	Has the LPA been untimely on federal-aid projects as re audits as required?			0 points - No; 1 point - De 3 points - 1 year or more y		e months; <b>2 points</b> - D	elays of up to 1 year;	0
	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?							0
Financial Controls	ncial Controls What is the LPA's accounting system?			<u>0 points</u> - Automated accoonly; <u>3 points</u> - none	ounting software;	<u>1 point</u> - Spreadsheet	s; <u>2 points</u> - paper	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?			<u>0 points</u> - yes; <u>3 points</u> - r	no			0
	When was the last time a fin conducted?			<u>0 points</u> - in the past year; <u>1 point</u> - in the past two years; <u>2 points</u> - in the past three years; <u>3 points</u> - 4 years or more, or never				0
Audits	had conducted?			O points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards of Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none				0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?			0 points - no; 3 points - yes, or no audits required			3	
Have the findings been resolved?			<u>0 points</u> - yes or no findings; <u>1 point</u> - in progress; <u>3 points</u> - no					
	Summary of Risk		District R	eview Signature & Date		Central Office Revi	ew Signature & Date	
General History of Per	formance	2	Tan	Digitally sign	ned by Tony Sassine	Torono	Digitally signed by	Teresa Cline
Financial Controls		0		Sassine Date: 2024.1	10.02 11:11:19	reresa C	Date: 2024.10.03 1 -05'00'	4:17:45
Audits		4	Additional	Paguiromento?  Vee	✓ No	J [	U	
	Total	6	Additional	Requirements?  Yes	⊠ No			

Local Public Agency	Section Number	State Job Number	Project Number
Tazewell County	22-00050-00-RS	C9405624	ELND(118)
	HEDULE NUMBER 4 on Single Audit Comp	liance	
1. In the prior fiscal year, did Tazewell County	expend more	than \$750,000 in federal for	unds in aggregate from all
federal sources?			
⊠ Yes □ No			
2. Does the Tazewell County ant	icipate expending more tha	an \$750,000 in federal fund	s in aggregate from all
federal sources in the current Tazewell County	fiscal year	?	
If answers to question 1 and 2 are no, please proceed to the If answer to question 1 is yes, please answer question 3a. If answer to question 2 is yes, please answer question 3b.	e signature section.		
<ol> <li>A single audit must be conducted in accordance with Su single fiscal year.</li> </ol>	ubpart F of 2 CFR 200 if \$7	'50,000 or more in federal f	unds are expended in a
a. Has the Tazewell County  ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	performed a single audit for	their previous fiscal year?	
i. If yes, has the audit be filed with the Illinois Office ILCS 5 & 60 ILCS 1/80)?  ☐ Yes ☐ No	e of the Comptroller in acco	ordance with 50 ILCS 310 (	see also 55 ILCS 5 & 65
b. For the current fiscal year, does the Tazewell Co	unty	intend to comply with Subp	part F of 2 CFR 200?
∑ Yes ☐ No	LPA		
By completing this attestation. I certify that I have authority	to sign this attestation on b	ehalf of the LPA: and that	the foregoing information

is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Mindy Darcy	Finance Director/Asst Co Admi	Tazewell County
Signature & Date		

Mindy L. Darcy Digitally signed by Mindy L. Darcy Date: 2024.09.26 16:14:17 -05'00'

# TAZEWELL COUNTY LAND USE COMMITTEE SUMMARY OF COMMITTEE AGENDA

### October 8, 2024 Meeting

# TO BE PRESENTED TO THE TAZEWELL COUNTY BOARD ON October 30, 2024

LU-24-18	Intergovernmental Agreement with Peoria County Soil & Water Conservation District to conduct Stormwater & Erosion Control Plan Reviews and Inspections
	Land Use recommended approval, unanimously.
LU-24-19	Contract with Glen Gullette to conduct Residential Building Code and Electrical Inspections, as needed.
	Land Use recommended approval, unanimously.
LU-24-20:	Renewal of Contractual Agreement with TPI of Pekin, Inc. to conduct Plumbing Inspections and advisory consulting services, as needed
	Land Use recommended approval, unanimously.
LU-24-21:	Renewal of Contractual Agreement with Dick Young to conduct Electrical Inspections for Commercial and Residential projects, as needed
	Land Use recommended approval, unanimously.
LU-24-22:	Renewal of Contractual Agreement with Central Illinois Fire Inspection Services, LLC to conduct Commercial Plan Review of Fire and Life Safety, as needed
	Land Use recommended approval, unanimously.
LU-24-23:	Renewal of Contractual Agreement with Tri-County Regional Planning Commission to provide Zoning and Planning Services
	Land Use recommended approval, unanimously.
LU-24-24:	Renewal of Contractual Agreement with Municipal Addressing Services to provide addressing services
	Land Use recommended approval, unanimously.

#### LU-24-18 COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Tazewell County Clerk

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board: RESOLUTION WHEREAS, the County's Land Use Committee has reviewed that attached Intergovernmental Agreement with the Peoria County Soil and Water Conservation District: and WHEREAS, said agreement with Peoria County Soil and Water Conservation District will provide a qualified SWCD engineer or other agreed designee for on demand review of Erosion, Sediment and Stormwater permit applications for an annual financial commitment of \$2000 effective NOVEMBER 1st, 2024 through OCTOBER 31st, 2029; and WHEREAS, said agreement with Peoria County Soil and Water Conservation District will also provide a qualified SWCD engineer or other agreed designee to conduct inspection of sites related to erosion, sediment and storm water permit applications as needed; and WHEREAS, said agreement will be funded through the general revenue fund with said fund being replenished by the Erosion, Sediment and Stormwater permit application fees. NOW THEREFORE BE IT RESOLVED that the County Board approve the attached Intergovernmental Agreement with Peoria County Soul and Water Conservation District. BE IT FURTHER RESOLVED that the County Clerk notifies the Peoria County Soil and Water Conservation District, Community Development and the Auditor of this action. PASSED THIS 30th DAY OF OCTOBER, 2024. ATTEST:

Tazewell County Board Chairman

# INTERGOVERNMENTAL AGREEMENT BETWEEN THE PEORIA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND TAZEWELL COUNTY

FOR THE PROVISION OF SERVICES RELATED TO ENFORCEMENT OF THE TAZEWELL COUNTY EROSION, SEDIMENT AND STORMWATER ORDINANCE

This Agreement is effective as of October <u>1st</u>, 2024 (the "Effective Date"), by and between the Peoria County Soil and Water Conservation District (the "SWCD"), and TAZEWELL COUNTY ("County").

#### Agreement

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Background</u>. Following adoption of the Tazewell County Erosion, Sediment and Stormwater Control Ordinance (ORDINANCE), the National Resources Conservation Service (NRCS) provided enforcement assistance, review and inspections of local ordinances by a civil engineer. Within one year, budget constraints limited the State's ability to continue to assist the local units of government, requiring each participant to share in the reimbursement of NRCS civil engineer, operating from the Peoria County Soil and Water Conservation District location on a part time basis. Tazewell County's shared participation was an average of \$5700.00 annually (00-10). In 2010, Tazewell County discontinued the shared service of Peoria County Soil and Water District (SWCD). With the assistance of Tazewell County Highway engineer staff and Community Development field staff, we have continued enforcement of the Ordinance to date. Due to changes in staffing, both Departments now feel it is best to again seek assistance of the SWCD to ensure proper compliance with the ORDINANCE.
- 2. <u>Duties of SWCD</u>. Review Erosion, Sediment and Stormwater Control permit application to determine whether such applications meet the standards and requirements of the Ordinance. Such reviews shall be done by a qualified SWCD engineer.
  - (a) Review Erosion, Sediment and Stormwater Control permit application to determine whether such applications meet the standards and requirements of the ORDIANANCE.
    - 1. The parties agree that time is of the essence in completing all reviews. Therefore, review of the sediment and erosion control practices portion of all Erosion, Sediment and Stormwater Control Permit Application shall be completed and the COUNTY's Community Development Administrator shall be advised in writing whether said portion of the applications meet the standards and requirements of the applicable ORDINANCE within four (4) working days after the permit application are submitted to the County. Review of the Stormwater Control Permit Applications shall be completed, and the County's Community Development Administrator shall be advised in writing whether said portion of the application meet the standards and requirements of the ORDINANCE within seventeen (17) working days after the applications are submitted to the County.
    - 2. If any permit application does not meet the standards and requirements of the applicable ORDINDANCE, SWCD shall advise the COUNTY'S Community Development Administrator in writing within the applicable times set forth in Paragraph

- 2(a)1., as to why the application does not meet the ORDINANCE standards and requirements and what, if any, additional information is needed.
- (b) Conduct inspection of sites related to Erosion, sediment and Stormwater Control Permit Applications and /or Permits as requested by the County. Such inspections shall be done by a qualified SWCD engineer;
- (c) Meet with the COUNTY'S Community Development Administrator or their designee as necessary;
- (d) Provide testimony through its engineer in any administrative or court proceeding relative to any report or opinion issued by SWCD

#### 3. Duties of the County

- (a) Reimburse SWCD as follows;
  - 1. For reviews, as noted in Paragraph 2(a)1., the total amount of Two Thousand Dollars (\$2000.00) is to be paid on October 1<sup>st</sup>, 2024. This figure is based upon a pro-rated portion of the cost of salary, benefits and overhead for the SWCD to employ an engineer to provide these reviews and inspections. Tazewell County's portion of the total cost is approximately 25% as shared with Peoria and Woodford County.

#### 4. Indemnification.

SWCD hereby agrees to defend and to indemnify the COUNTY and its employees, officers, officials and agents and to hold them harmless from, for and in respect of any liability, damages, claims, demands or expenses (including but not limited to Court costs, reasonable Attorney fees and other costs of litigation) arising out of or in connection with SWCD's acts or omissions or the acts or omissions of the SWCD officers, officials, agents or employees.

The COUNTY hereby agrees to defend and to indemnify SWCD, its employees, officers and officials and to hold them harmless from for and in respect of any liability, damages, claims, demands or expenses (including but not limited to Court costs, reasonable Attorney fees and other costs of defense) arising out of or in connection with the acts or omissions of the COUNTY or the acts or omissions with the acts or omissions of the COUNTY's officers, officials, or employees.

#### 5. Term.

- (a) <u>Initial Term.</u> Unless earlier terminated as otherwise provided in this Agreement, the Term of this Agreement shall be in effect for a five (5) year term starting October 1, 2024, and may be renewed by the parties by mutual agreement prior to or at the conclusion of the term hereof.
- (b) <u>Termination</u>. The parties agree, however, that regardless of any other provisions contained in this Agreement to the contrary, this Agreement may be terminated at any time by either party, with or without cause, upon sixty (60) days written notice to the other party.

#### 6. Miscellaneous.

- (a) <u>Assignment</u>. This Agreement is binding on the parties hereto and shall not be assignable or transferrable by any party hereto without the consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.
- (b) <u>Binding Effect</u>. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.
- (c) <u>Amendment and Waiver</u>. This Agreement may be amended or modified at any time and in all respects, or any provision may be waived, by an instrument in writing executed by all parties hereto.
- (d) <u>Counterpart Execution</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (e) <u>Integrated Agreement</u>. This Agreement constitutes the entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties or representations between the parties relating to the subject matter hereof other than those set forth herein or herein provided for, and/or attached.
- (f) <u>Notice</u>. The notices hereinabove provided shall be deemed to be delivered when deposited in the United States mail, by certified mail, return receipt requested, postage prepaid, addressed to the party at the respective addresses set forth below, or at such other addresses as the parties may from time to time designate in writing:

County: Tazewell County

c/o Jaclynn Workman McKenzie Building 11 S. 4<sup>th</sup> St., Ste. 400 Pekin, IL 61554

SWCD: Peoria County Soil and Water

c/o Josh Joseph 6715 N Smith Rd. Edwards, IL 61528

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

PEORIA COUNTY SOIL AND WATER TAZEWELL COUNTY

Skl Joseph David Zimmerman

PCSW - Résource Conservationist Chairman

# LU-24-19 COMMITTEE REPORT

Mr. Chairman and Members of the Tazewe	II County Board:	
Your Land Use Committee has considered the following <b>RESOLUTION</b> and recommends it be Adopted by the Board:		
=======================================	=========	:==========
RES	SOLUTION	
WHEREAS, the County's Land Use Common Contractual Agreement for Residential Inspeto perform building inspections and advisor request of the Community Development Actions.	pections with Glen Guory consulting service	ullette, an independent contractor
WHEREAS, said services are new Property Maintenance Code Program; and	<u>-</u>	e Tazewell County Building and
NOW THEREFORE BE IT RESOLVED, to subject to approval of the Community Deve	•	• •
BE IT FURTHER RESOLA Community Development Administrator, Glo		Clerk notifies Jaclynn Workman, County Auditor of this action.
Adopted this	day of	<u>,</u> 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

# CONTRACTUAL AGREEMENT FOR BUILDING INSPECTIONS

This agreement entered this 25th day of September, 2024, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY' AND GLEN GULLETTE, an independent contractor to perform the services of BUILDING INSPECTOR, hereinafter referred to as "CONTRACTOR".

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

WHEREAS, as part of the Tazewell County Building and Property Maintenance Code Program Tazewell County conducts necessary inspections to ensure public safety;

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

# 1. Scope of Work

- a. The County and Contractor hereby agree that Contractor will serve as a BUILDING INSPECTOR, to perform building and electrical inspection duties and responsibilities as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all certifications as required during the course of this agreement.
- b. The Contractor will conduct building and electrical inspections and advisory/consulting services on an as-needed basis at the request of the Tazewell County Community Development Administrator. The Contractor will provide said services from time to time at the request and assignment of the Tazewell County Community Development Administrator. The Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contract are desired. The Contractor understands that the Tazewell County Community Development will, whenever possible, provide forty-eight (48) hours' notice of when such services are desired to be completed. The Contractor understands that there may be times when a request will be made for services to be completed in less than forty-eight (48) hours.
- b. The Community Development Administrator shall be responsible for collecting all fees related to all Building Permits.
- c. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.
- d. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor.

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

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

# 2. Rates/Billing.

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

- a. It is estimated that there could be up to 4 inspections per project. These inspections may include a pre-footing (single), foundation (single), rough-in (combination) and final (combination). Combination inspections are inspections that are multi-faceted (building and electrical). The inspection shall be billed at a rate of \$65.00 per single inspection and \$85 per combination inspection, mileage included in the flat inspection rate.
- b. Services shall be billed to the County on a monthly basis

# 3. Hold Harmless.

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

### 4. **Terms of Agreement.**

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

remain in full force and effect. To that extent, this Agreement is deemed severable.

c. This agreement shall be in full force and effective from October 1, 2024 through September 30th, 2025. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

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

J. David Zimmerman
County Board Chairman

# LU-24-20 COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_\_

#### RESOLUTION

**WHEREAS,** the County's Land Use Committee recommends to the County Board to approve a Contractual Agreement for Plumbing Inspections with <u>T.P.I of Pekin, Inc.</u> an independent contractor to perform residential plumbing inspections and advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

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

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

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

Adopted this	day of	, 2024.
	Tazewell County Board Chairman	
ATTEST:		
Tazewell County Clerk		

# CONTRACTUAL AGREEMENT FOR PLUMBING INSPECTIONS

This agreement entered this 30<sup>th</sup> day October, 2024 by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY' AND **T.P.I of Pekin, Inc.**, an independent contractor to perform the services of PLUMBING INSPECTOR, hereinafter referred to as "CONTRACTOR".

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

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

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

# 1. Scope of Work

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

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

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

# 2. Rates/Billing.

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

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

### 3. Hold Harmless.

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

#### 4. Terms of Agreement.

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

c. This agreement shall be in full force and effective from December 1, 2024 through November 30, 2025. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

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

COUNTY OF TAZEWELL, ILLINOIS	CONTRACTOR		
	Thucke		
J. David Zimmerman County Board Chairman	Tim Tucker, T.P.I of Pekin, Inc. Independent Contractor		

# LU-24-21 COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_

#### RESOLUTION

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

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

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

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

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

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

Adopted this	day of	, <b>2024.</b>
ATTEST:	Tazewell County Board Chairma	an
Tazewell County Clerk		

# CONTRACTUAL AGREEMENT FOR ELECTRICAL INSPECTIONS

This agreement entered this 30<sup>th</sup> day of October, 2023, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY' AND RICHARD YOUNG, an independent contractor to perform the services of ELECTRICAL INSPECTOR, hereinafter referred to as "CONTRACTOR".

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

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

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

### 1. Scope of Work

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

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

# 2. Rates/Billing.

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

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

### 3. Hold Harmless.

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

#### 4. Terms of Agreement.

- a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.
- b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.
- c. This agreement shall be in full force and effective from December 1, 2024 through November 30, 2025. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

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

COUNTY OF TAZEWELL, ILLINOIS	CONTRACTOR	
J. David Zimmerman	Richard Young	
County Board Chairman	Independent Contractor	

# LU-24-22 COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Land Use	Committee has	s considered the	e following	RESOLUTION	and recor	mmends i	it be
Adopted by the	Board:						

\_\_\_\_\_

#### RESOLUTION

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

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

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

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

Adopted this	day of	, <b>2024.</b>
	Tazewell County Bo	oard Chairman
Tazawell County Clark	_	
Tazewell County Clerk		

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

This agreement entered this 30th day of October 2024, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY' AND CENTRAL ILLINOIS FIRE INSPECTION SERVICES, LLC an independent contractor to perform the services of COMMERCIAL PLAN REVIEW AND INSPECTIONS FOR FIRE AND LIFE SAFETY, hereinafter referred to as "CONTRACTOR".

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

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

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

#### 1. Scope of Work

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

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

# 2. Rates/Billing.

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

#### Plan Review Services

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

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

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

#### Consulting Services

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

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

Services will be invoiced to the County, via email <a href="mailto:zoning@tazewell-il.gov">zoning@tazewell-il.gov</a>, within one week of services. The

# 3. Hold Harmless.

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

# 4. Terms of Agreement.

- a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.
- b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.
- c. This agreement shall be in full force and effective from December 1, 2024 through November 30, 2025. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

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

**COUNTY OF TAZEWELL, ILLINOIS** 

J. David Zimmerman County Board Chairman Central linois Fire I spection Services, LLC

Independent Contractor

PO Box 356 Morton, IL 61550

CONTRACT

CIFireInspection@gmail.com

# LU-24-23 COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:
Your Land Use Committee has considered the following <b>RESOLUTION</b> and recommends it be Adopted by the Board:
RESOLUTION
<b>WHEREAS</b> , the County's Land Use Committee has reviewed the attached proposal b Tri-County Regional Planning Commission to provide Zoning and Planning Services for the Tazewell County Community Development Department; and
WHEREAS, the attached proposal is for one year at the following cost of:
One Year (2024) \$9,045.00
<b>WHEREAS</b> , the Land Use Committee recommends approval of the proposal submitted by Tri-County Regional Planning Commission for Zoning and Planning Services with the following conditions:
<ol> <li>This proposal may be terminated at any time by either party, with or without cause, upon thirty (30) days written notice to the other party.</li> </ol>
<ol> <li>This proposal is subject to approval of the Community Developmer Departments Fiscal Year 2025 Operating Budget by the Tazewell Count Board.</li> </ol>
<b>NOW THEREFORE BE IT RESOLVED</b> , that the County Board hereby approves the attached proposal by Tri-County Regional Planning Commission to provide Zoning and Planning Services for Tazewell County Community Development Department December 1, 2024 through November 30, 2025.
<b>BE IT FURTHER RESOLVED</b> , that the County Clerk notify the Tazewell County Auditor Tri-County Regional Planning Commission and the Community Development Administrator of this action.
PASSED THIS day of, 2024.
Tazewell County Board Chairman ATTEST:

Tazewell County Clerk

# PROPOSAL BY TRI-COUNTY REGIONAL PLANNING COMMISSION TO PROVIDE FY 2025 PLANNING AND ZONING SERVICES TO TAZEWELL COUNTY, ILLINOIS

#### **SECTION I. Services**

Tri-County Regional Planning Commission (TCRPC) will provide the following services to Tazewell County, Illinois:

#### Task 1: Zoning

TCRPC will review all Rezoning and Special Use cases that are presented to the Tazewell County Zoning Board of Appeals (ZBA). TCRPC will provide a written report based on the County Comprehensive Plan and the County Zoning Ordinance. Said report will be delivered to the Community Development Administrator at least three days prior to the monthly ZBA hearing date.

#### • Task 2: Subdivision Plat Reviews

TCRPC will review all Preliminary and Final Plats submitted to the County Plat Officer and make written recommendations based on the County Comprehensive Plan and Subdivision Code.

#### • Task 3: Zoning Code and Subdivision Code Updates

TCRPC will provide recommendations regarding revisions to the Zoning Code and Subdivision Code. This task will be undertaken on an as-needed basis at the request of the Community Development Administrator.

### • Task 4: Meeting Attendance

A staff member of TCRPC will attend meetings of the Zoning Board of Appeals, Plat Review Committee, and County Land Use Committee to provide information and answer questions.

#### **SECTION II. Contract Amount**

TCRPC will provide the above services for \$9,045 for the period December 1, 2024, through November 30, 2025.

# **SECTION III. Additional Tasks**

TCRPC will provide additional services not listed above at the rate of \$75 per hour, at the direction of the County Community Development Administrator.

# LU-24-24 COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_

#### RESOLUTION

**WHEREAS**, the Tazewell County Land Use Committee has reviewed the attached agreement with Municipal Addressing Services Company to re-enter into a one year agreement beginning December 1, 2024, through November 30, 2025, for addressing services for the unincorporated areas of Tazewell County for a financial commitment as follows:

a) on or before March 1, 2025	\$700.00
b) on or before June 1, 2025	\$700.00
c) on or before September 1, 2025	\$700.00
d) on or before December 1, 2025	\$700.00

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

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

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

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

Adopted this	day of	, <b>2024</b>
ATTEST:	Tazewell County Box	ard Chairman
Tazewell County Clerk		

# ADDRESS NUMBER(S) ASSIGNMENT SERVICES AGREEMENT

**THIS AGREEMENT** entered into this 30<sup>th</sup> day of October, 2024, in the City of Pekin, Illinois, by and between the **COUNTY OF TAZEWELL, ILLINOIS,** hereinafter referred to as "County," and **MUNICIPAL ADDRESSING SERVICES COMPANY** hereinafter referred to as "Contractor":

#### **RECITALS**

- (a) The parties did on the 30<sup>th</sup> day of October, 2024 enter into an Address Number(s) Assignment Services Agreement for a term of twelve (12) months from the date of said Agreement.
- **(b)** The County wishes to continue to provide for efficient and orderly addressing in unincorporated areas of Tazewell County.
- **(c)** The parties desire to enter into a one-year agreement for addressing services.
- (d) Contractor reasonably estimated that approximately 50+ single addresses will be assigned during the period beginning December 1, 2024, and ending November 30, 2025.
- (e) Contractor employs Stephen Hullcranz and provides such addressing services.
- (f) That a Resolution was passed by the County Board Authorizing the execution of an Address Number(s) Assignment Service Agreement.

#### **NOW THEREFORE**, the parties agree as follows:

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

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

- (a) The addressing assignments will be initiated by the County;
- (b) The addresses will be established by the Contractor and assigned using the Tazewell County highway grid system, the addressing system existing in the vicinity of the new property, or a reasonable addressing system developed by the Contractor, where appropriate;
- (c) The Community Development Officer, or some other officer designated by the County Board, shall accept addresses established by Contractor.
- (d) The County shall have in place, and made a good faith effort to enforce, a requirement that all property owners display the correct address number at each residence or business location. It is expressly understood that it is not the responsibility of Contractor to see that addresses are posted.

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

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

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

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

(a)	on or before March 1, 2025	\$700.00
(b)	on or before June 1, 2025	\$700.00
(c)	on or before September 1, 2025	\$700.00
(d)	on or before December 1, 2025	\$700.00

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

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

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

- **(4) Obligations of County.** The County shall provide to or for the use of Contractor the following:
  - (a) The County shall provide Contractor, at the County's sole cost and expense, access to the Tazewell County Supervisor of Assessments records, by parcel identification number, as is currently being provided to Contractor.

- (b) The County shall provide to Contractor, at the County's sole cost and expense, a complete set of the most recent aerial photographs of the County for Contractor's use in providing addressing services. Such aerial photographs shall include both high flight and low flight photograph sets if available and will be provided to Contractor in a format acceptable to Contractor which is compatible with Contractor's other equipment.
- (5) Term of Agreement. This Agreement shall be in full force and effect from December 1, 2024, through November 30, 2025. Either party may terminate this Address Number(s) Assignment Services Agreement by written notice of termination given to the other party at least ninety (90) days in advance of the termination date specified in said notice.

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

COUNTY OF TAZEWELL, ILLINOIS	CONTRACTOR NEGHON WHILLOCKENS
J. David Zimmerman	Stepher Hullcranz
County Board Chairman	Municipal Addressing Services

#### **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 a request for proposal for a computerized maintenance management system for the County's Property and Facilities Management Department; and

WHEREAS, the following requests for proposal for Project #2024-P-04 were submitted for review: Logan Maholm Facilities Management Express, ZLINK, INC., FACILITRON, Inc., Brightly Software, AtomA1 Solutions, Inc., Mimeo, Mass Group, EMAINT-1, and AssetWorks, Inc.; and

WHEREAS, Brightly Software was deemed the best option at the cost of \$54,186.51 with a subscription term of 33 months (11/1/2024 – 06/30/2027) as they provided for all costs associated with the implementation of their program, the most expedient response to our questions from their proposal, clarity regarding expanding in the future if necessary, and provides for a seamless transition to the CMMS program; and

WHEREAS, the cost of \$54,186.51 includes the following services:

- Cloud Services
  - Asset Essentials Core Plus: \$9,380.46;
- Professional Services (on-side incidental expenses)
  - PM Schedule Creation: \$3,500.20;
  - Equipment Barcode Tagging: \$3,500.20;
  - Facility Condition Assessment: \$25,863.20;
  - Asset Essentials Core Implementation with Consulting: \$11,942.45

WHEREAS, the cost includes unlimited assets within the current 220,000 square feet. It is an additional \$.16 per square foot to add additional assets beyond the 220,000 square feet; and

WHEREAS, year two Cloud Services Subscription for the cost of \$12,882.50 includes the following services:

- Facilities/Physical Plan Module;
- Dude Analytics
- Asset Essential Inventory

WHEREAS, year three Cloud Services Subscription for the cost of \$13,268.97 includes the following services:

- Facilities/Physical Plan Module;
- Dude Analytics
- Asset Essential Inventory

PASSED THIS 30th DAY OF OCTOBER 2024

WHEREAS, Brightly Software manages all assets and supports decision-making with data that includes location, asset hierarchy, associated documents, prioritization, and total cost of ownership and provides the framework to track asset condition, warranty information, and make maintenance decisions based on condition, maintenance history, and replacement date/cost; and

WHEREAS, Brightly Software creates work orders or tasks from an asset or from submitted service requests for any type of work (custodial, mechanical, electrical, etc.) using either desktop or mobile devices, and routes them to approvers based on attributes or established workflows, and allows you to schedule and budget manpower, equipment, and materials based on estimated work effort, track contract maintenance projects, and receive, complete, and respond to requests; and

WHEREAS, Brightly Software creates, manages, and controls preventative maintenance schedules to extend the life of your equipment and keep assets operating at peak performance, and allows the County to track all reactive and scheduled preventative maintenance to comply with state-mandated inspections; and

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

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

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

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

TAGGED THIS GO DATE OF GOTOBE	IN, 2024.
ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman



# **PREPARED FOR**

Tazewell County ("Subscriber") 11 S 4Th St Pekin, IL 61554

# **PREPARED BY**

Brightly Software Inc ("Company") 11000 Regency Parkway, Suite 300 Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

# **PUBLISHED ON**

September 16, 2024



Q-403813

# Sourcewell/NJPA purchasing contract

- <u>https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents (https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents).</u>
- Contract #090320-SDI

Subscription Term: 33 months (10/01/2024 - 06/30/2027)

Cloud Services								
ltem	Start Date	End Date	Pricing Based On	Investment				
Asset Essentials Core Plus	10/1/2024	6/30/2025	220,000.00 Sq. Ft.	9,380.46 USD				
- Facilities/ Physical Plant Module	10/1/2024	6/30/2025		Included				
- Dude Analytics	10/1/2024	6/30/2025		Included				
- Asset Essentials Inventory	10/1/2024	6/30/2025		Included				
				<b>Subtotal:</b> 9,380.46 USD				

Professional Services						
Item	Pricing Based On	Investment				
On-site incidental expenses		*See Note Below				
PM Schedule Creation	220,000.00 Sq. Ft.	3,500.20 USD				
Equipment Barcode Tagging	220,000.00 Sq. Ft.	3,500.20 USD				
		<b>Subtotal:</b> 44,806.05 USD				



Professional Services		
Item	Pricing Based On	Investment
Facility Condition Assessment	220,000.00 Sq. Ft.	25,863.20 USD
Asset Essentials Core Implementation with Consulting	220,000.00 Sq. Ft.	11,942.45 USD
'		<b>Subtotal:</b> 44,806.05 USD
「otal Initial Investment		54,186.51 USD

<sup>\*</sup> Incidental travel related expenses will be invoiced to Client at cost but are not anticipated to exceed \$3,000 per week, per resource for on-site services.



Cloud Services Subscription							
Item	Investment Year 2 Start Date: 07/01/2025	Investment Year 3 Start Date: 07/01/2026					
Asset Essentials Core Plus	12,882.50 USD	13,268.97 USD					
- Facilities/Physical Plant Module	Included	Included					
- Dude Analytics	Included	Included					
- Asset Essentials Inventory	Included	Included					
Total:	12,882.50 USD	13,268.97 USD					



# Asset Essentials Implementation with Consulting Statement of Work

#### Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

- 1. Asset Essentials Implementation with Consulting
- 2. Asset Essentials Training
- 3. Post Consulting Go-Live Support

#### **Deliverables**:

- Project initiation and discovery
- · Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- · Go-Live support

#### **Acceptance Process:**

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
  - · Kickoff call complete
  - Discovery call complete
  - · Data, configuration, and training requirements documented
- · Available data loaded
  - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.

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Account Configuration



- · Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
  - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
  - Administrator and Full User roles have received training on their role.
- Go-Live Support
  - 30-day Go-Live Support period has been concluded.

#### **Assumptions:**

#### Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type
  will be provided in one file with one sheet with column headings and one record with corresponding
  attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

#### Company Assumptions:

- · Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4
  weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled
  check-in, it will be assumed no assistance was needed.
- · For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

# Project schedule and approach:

- · Kick-off Call with Project Coordinator
  - · Confirm software and services purchased
  - · Identify key stakeholders
  - Assign resources
  - · Schedule key milestone dates, including anticipated project completion date



- Access to Company's on-line Learning Management System
- Access to an interactive project plan
- Discovery with Consultant
  - · Interview key stakeholders to understand specific maintenance & operations objectives
  - · Overview of AE with key stakeholders, including data import requirements
  - Determine optimal AE configuration to meet objectives and drive KPIs
  - Document data and configuration requirements
  - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
  - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
  - Populate key drop-down menus
  - · Review/modify request and work order templates
  - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
  - Configuration demo to walk through the end-to-end workflow from request to completion
  - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
  - · End-to-end walkthrough for their role
  - · Desktop and mobile training
- · Go-Live Support
  - · Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
  - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
  - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

#### Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A		300		3=1										
Discovery Call														
Data Review														
Data Loading														
Account Configuration								-						
UAT (User Acceptance Testing)														
User Training								إنشنا						
Post-Consulting Call											-236			
GLS (Go Live Support)							100	1000			1 1			
Project Close								11 7 11			10-10-48			



# **Change Management**:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

# Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

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# **Special Terms for Asset Essentials:**

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.



# **Facility Condition Assessment Scope of Work**

#### **Purpose**

Brightly's ("Company") facility condition assessment ("FCA") is a visual assessment evaluating the facility systems based on the following Standard Scope of Work ("SOW"). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into Company's work & asset management, capital forecasting and capital prediction software solutions as set forth on the applicable Order Form.

#### Value

By partnering with Company you not only gain the engineering expertise of Company's Service Providers; you also are provided with assurance that the data collected as a result of the facility condition assessment is properly integrated into your Company software applications. Company has successfully completed more than 800 projects ranging from Facility Condition Assessments, Asset Inventory Collection (including barcoding) and preventive maintenance schedule creation. Our methodology provides you with confidence to make better data, decision-making on both short-term and long-term capital investment needs of your organization.

#### **Deliverables**

All FCA's will include a deliverable containing the following items:

- Narrative report with descriptions of major systems and corresponding conditions
- · Primary digital photos of key components and deficiencies are included in the narrative
- 20-year capital Reserve table with System/Sub-System replacement costs and dates
- · Import of Systems-level detail into client's Company capital forecasting/prediction solution
- Import major Equipment Items into client's Company work & asset management solution.

#### **Methodology and Approach**

A Certified Company Service Provider will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems that may exist.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- · Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- · For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. The narrative report will include an executive role up for all sites included with the service.

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The field data collection will be performed at an individual and system level as described below:



- 1. Detailed data collection of individual equipment items will be captured to build an equipment inventory which will be imported into Company's work & asset management solution as defined in the Asset Inventory and System/Component table below.
- 2. A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into Company's capital forecasting/prediction solution as defined in the Asset Inventory and System/Component table below.
- 1. HVAC equipment items only will also be tracked in the capital forecast or prediction solution as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System.
- 2. All other major Systems will be collected at the Systems Level in Company's capital forecasting solution as a general Sub-Systems.

#### **Asset Inventory and Systems/Component Table**

The following table defines the standard SOW that will be followed to capture the equipment data used to build the Equipment Inventory, which will be imported into the Work & Asset Management Solution as well as the System-Sub-System data used to build the Capital Reserve Table that will be imported into the capital forecasting or prediction solution.

#### **Table Column Header Descriptions**

Individual or System Level Capture

- Individual = Item will be collected individually
- System = Item will be grouped by system or sub-system, location will correspond to the associated building structure

Item Represented in Capital Forecasting or Prediction solution? Y/N

• No = Cost information related to individually captured items will be provided at a system or sub-system level only in capital forecasting or prediction solution

Included in Equipment Inventory? Y/N

• No = Item will not be setup in the work & asset management solution

\*Items captured as a system will be setup as a single equipment inventory item so that work can be tracked against it.

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/ N)	Comments	
Exterior Systems					

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Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/ N)	Comments
Exterior Doors	System Level	Yes	No	
Exterior Walls (Finish)	System Level	Yes	No	
Exterior Windows	System Level	Yes	No	
Roofing	System Level	Yes	No	
Electrical				
Automatic Transfer Switch	Individual	No	Yes	Make/Model/Serial number will be captured when available
Electric Door Systems	Individual	No	Yes	Exterior Doors Only
Emergency Generators	Individual	No	Yes	Must be Permanently Installed, does not include mobile units
Main Distribution Panels	Individual	No	Yes	Primary panel bringing utility into building only
Motor Control Centers	Individual	No	Yes	
Switchgear	Individual	No	Yes	
Transformers	Individual	No	Yes	Primary Service to Building (Must be Client Owned)
Breakers, switches or starters	Not Included	n Service		
Individual light fixtures (emergency, exterior, etc.)	, Not Included	in Service		
Motors	Not Included	n Service		
Portable Generators	Not Included	in Service		



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/ N)	Comments
Secondary Electrical Panels	Not Included	in Service		
VFDs	Not Included	in Service		
Emergency Back- Up Lights	System Level	Yes	Yes	Cost model based upon building SQ FT cost
Lighted Exit Signs	System Level	Yes	Yes	
Equipment				
Commercial Laundry (washers, dryers)	Individual	No	Yes	
Commercial Trash Compactors	Individual	No	Yes	Client-Owned, Permanently- installed facility infrastructure units only
Residential Type Appliances, Shop Tools and Equipment	Not Included	in Service	Residential Washer/Dryers, Refrigerators, Microwaves and Ranges Not Included	
Exterior Enclosure				
Garage Door & Garage Door Opener	Individual	No Yes		Commercial Type Garage Openers Only (Excludes Residential single care garage doors)
Fire Protection				
Eyewash / Safety Showers	Individual	No	Yes	Permanently Installed Items
Fire Pump	Individual	No	Yes	Main Fire Pump and Jockey Pumps greater than 1 HP
Main Fire Panel	Individual	No	Yes	
Fire valves, hydrants	Not Included	in Service	Included in Alarm System SF Cost	



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/ N)	Comments
Smoke detectors, horn strobes	Not Included i	n Service		Included in Alarm System SF Cost
AEDs	System Level	Yes	Yes	
Fire Alarm System	System Level	Yes	Yes	Barcode applied to Main Fire Panel
Fire Extinguishers	System Level	Yes	Yes	
Specialty Fire Suppression System	System Level	Yes	Yes	Kitchen-Style Suppression System
Sprinkler System	System Level	Yes	Yes	
HVAC				
Air Handling Units	Individual	Yes	Yes	Includes Rooftop and Ground
Boilers	Individual	Yes	Yes	
Building Automation System	Individual	Yes	Yes	
Chilled Water pumps	Individual	Yes	Yes	
Chillers	Individual	Yes	Yes	
Cooling Tower pumps	Individual	Yes	Yes	
Cooling Towers	Individual	Yes	Yes	
Deaerators	Individual	Yes	Yes	
Energy Recovery Units	Individual	Yes	Yes	
Exhaust Fans	Individual	Yes	Yes	Rooftop Only
Exhaust hoods	Individual	Yes	Yes	
Furnaces	Individual	Yes	Yes	Non-Residential



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)		Included in Equipment Inventory? (Y/ N)	Comments
Heat Pumps	Individual	Yes		Yes	Make/Model/Serial number will be captured for both interior and exterior when accessible; otherwise it will be captured as one single cost and item
Hot Water pumps	Individual	Ye	2S	Yes	
Make Up Air Units	Individual	Ye	2S	Yes	
Package AC Units	Individual	Ye	2S	Yes	Includes Rooftop and Ground
Split Systems	Individual	Yes		Yes	Ductless Split Systems will be captured as one single item. The barcode will be located on the exterior unit
Unit Heaters	Individual	Ye	2S	Yes	
Fan Coil Units*	Individual	Individual		Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
Unit Ventilators*	Individual	ndividual		Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
VAV Boxes*	Individual	dividual		Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
Window Units	Not Included in Service				
Radiators	Not Included in Service				
Thermostatic Controls	Not Included in Service				
Interior Systems					



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)		Included in Equipment Inventory? (Y/ N)	Comments
Interior Ceiling	System Level	Ye	es	No	
Interior Doors	System Level	Ye	es	No	
Interior Floor	System Level	Ye	es	No	
Interior Walls	System Level	Ye	es	No	
Kitchen					
Dishwashers	Individual	N	0	Yes	Commercial-Style, non-residential
Freezer (Walk In, Reach In)	Individual	No		Yes	
Grease Traps	Individual	No		Yes	Will not receive a barcode if barcoding services is included
Large Kitchen Equipment	Individual	No		Yes	Valued above \$2,000
Oven, Stoves	Individual	N	0	Yes	
Refrigerator (Walk In, Reach In)	Individual	N	0	Yes	Commercial-Style, non-residential
Broilers, Grills, Fryers	Individual		No	Yes	Valued above \$2,000
Counter Top Appliances	Not Included i	n Service			
Cutlery	Not Included i	n Service			
Tables, Racks	Not Included i	n Service			
Plumbing					
Domestic Hot Water Heaters	Individual	No		Yes	80 Gallons and Above. Does not include Instant Hot Water Heaters
Domestic Water Booster Pumps	Individual	N	0	Yes	1 HP and above



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/ N)	Comments
Hot Water Storage Tank	Individual	No	Yes	
Main Backflow Preventer	Individual	No	Yes	Includes Domestic and Fire Suppression
Sump Pumps	Individual	No	Yes	
Fixtures	System Level	Yes	No	
Filters	Not Included	in Service		
Strainers	Not Included	in Service		
Valves	Not Included	in Service		
Site Improvements				
Drainage Systems	System Level	Yes	No	
Parking, Paving , Sidewalks	System Level	Yes	No	
Utilities	System Level	Yes	No	Under the floor, behind the wall related items – electrical distribution,  Domestic water/sewer &  HVAC Ductwork. Cost per sq. ft. estimation for replacement/rehab.
Vertical Transportation				
Dumb Waiter	Individual	No	Yes	
Elevators	Individual	No	Yes	
Escalators	Individual	No	Yes	



For the Equipment Items and Systems/Sub-Systems listed in the Asset Inventory and Systems/Component Table above, the following attributes will be captured as follows depending on whether the item is included in the Equipment Inventory and/or as a General or Specific System Component of the Capital Forecast or Capital Prediction solution:

	Work & Asset Management Data Population (Y/N)	Capital Forecas	sting Data Population (Y/N)
Field Name	Equipment Items	General Sub- System	Specific Sub-System
Equipment Item Number	Υ	N	Y*  Corresponding Equipment Item Number will replace Sub-System ID
System-Component ID	N	Y	N*  Corresponding Equipment Item Number will replace Sub-System ID
Site/Location/Building Name	Υ	Υ	Y
Description	Υ	Y	Y
System/Sub-System	N	Υ	Υ
Classification/Type	Υ	N	N
Unit of Measure	N	Υ	Υ
Quantity	N	Υ	Υ
Unit Cost	N	Υ	Υ
Manu/Model/Serial Numbers	Υ	N	N*  Will be included on Individual Equipment Record



	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Populati (Y/N)		
Field Name	Equipment Items	General Sub- System	Specific Sub-System	
Tag (if available)	Υ	N	N	
Date In Service (if available)	Υ	Y	Υ	
Condition	Υ	Y	Υ	
Estimated Replacement Cost	Υ	Y	Υ	
Estimated Next Replacement Date	Υ	Υ	Y	
Life Cycle	Υ	Υ	Y	
Included in 20-year Capital Forecast?	N	Υ	Y	

#### **Evaluation**

At the conclusion of the assessment(s), the Company Service Provider will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for
  "immediate" and "capital repair" costs based on observed conditions, available maintenance history and
  industry-standard useful life estimates. If applicable, this analysis will include the review of any available
  documents pertaining to capital improvements completed within the last three years, or currently under
  contract. The Company Service Provider shall also inquire about available maintenance records and
  procedures and interview current available on-site maintenance staff.

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- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

#### **Cost Estimating**



Each single building report will include an estimated cost for each System/Sub-System repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

Company Service Providers use the ASTM Uniformat II system for categorization and a proprietary blend of national prevailing industry-standard cost models for cost estimating. Company also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

#### **Assumptions**

- Average building square footage is greater than 10,000 sq. feet. If average square footage
  of all buildings to be included to receive the service is less than 10,000 sq. feet, custom pricing is
  needed.
- All buildings are located within one primary geographic zone/region (Example School District, Higher Education, Main Campus, and Town). If multiple or scattered locations across the state are to receive the service a custom quote must be obtained. (Example Multiple Higher Education Satellite Campuses locations, State Department Agencies)
- Residence Halls A sampling would be based upon visits to approx. 20% of the rooms. When calculating the projected replacement cost of the in-residence items, these items will be treated as a system. A cost based upon the sampling will be generated for the system. Individual in-room collection of assets would not be provided, if desired a custom quote would be needed.
- Reconciliation of existing equipment in Company work & asset management solutions and updating of
  historical records will not be performed. If reconciliation is required this is subject to additional costs
  depending upon the amount of changes requested.
- Capture of Data plate information is subject to readily accessible, legible information plate.
- Company team members make final determination of whether areas housing assets are safely accessible for data collection.
- Company team members will not move assets or interfere with asset functionality to collect nameplate information.
- All Data on SOW is captured at the asset level subcomponents of assets listed on the SOW will not be captured.
- Equipment not in service or identified as "Run-to-Fail" are excluded from data gathering service unless inventory is required for compliance purposes.

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#### **Client Responsibility**



- 1. Client will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
- 2. Any data to be migrated from client drawings or spreadsheets has to be provided to the Company Service Provider within 15 business days of completion of onsite activity.
- 3. Client will review and provide any feedback related to data sent to them for review by Company Service Provider or Company within 15 business days or unless otherwise determined.
- 4. If Data is not reviewed within the 15 business day time period Company will assume that the Data provided by the Company Service Provider is approved and will load into the client's software.
- 5. Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, management teams or other necessary resources required for the success of this project.
- 6. Client will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required client will notify Company and/or Company Service Provider in advance of onsite.
- 7. Client will ensure that the Company Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If Company Service Provider is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines. For Flat Roofs, this means providing the Company Service Providers with access to a ladder so that they are able to conduct a visual assessment.
- 8. Client will ensure that the Company Service Provider is granted accessibility to Company Software, for Clients with Connect Authenticate/Single Sign On this may require your Technology Team to setup the Company Service Provider in your organizations Identity Provider service.
- 9. Client will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.
- Reconciliation of existing equipment in Company work & asset management solutions and cleanup of historical records and/or data within the software is subject to additional costs depending upon the amount of changes requested.
- 11. Company is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.
- 12. Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the Company Service Provider and is not included in the Standard FCA SOW.

## Milestone Billing - Invoice Schedule

Invoicing for the Facility Condition Assessment service will be provided as delivery milestones are completed for projects equal or greater than 154,000 square feet. Below is the schedule for the billing milestones and the related percentage.



Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with client, Travel arrangement costs; other miscellaneous pre-visit preparation	15%
On-Site Field Data Capture	Project launch meeting with client first day of onsite, acquisition of data to Scope of Work at all locations included in project, and closing meeting at end of onsite activity to confirm completion and review next step actions.	35%
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/ Data Gathering) to client.	15%

<sup>\*</sup>If project is greater than 1.5M Square feet additional milestones will be leveraged.

# **Equipment Inventory Barcoding Service**

#### **Purpose**

The Equipment Inventory Barcoding Service works with your Brightly Work & Asset Management solution in conjunction with an "Equipment Inventory" (Data Gathering) or a Facility Condition Assessment (FCA) service offering.

#### Value

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/collection process.

Deliverables by Brightly to the Client include the following:

- Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the scope of work provided in the Data Gathering or Facility Condition Assessment services.
- Barcode numbers will be available for use at the time equipment inventory data is imported into your Brightly Work & Asset Management solution.

The Brightly Service Provider will make an effort to apply barcodes in a convenient location so the facility's maintenance staff can easily identify them. Based upon our professional expertise, we recommend the following –

• Application of the barcode shall be placed **next to the Data Plate of an Asset**. Placing barcodes in this



location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.

If data plate is not present, or is inaccessible, the barcode will be placed in an accessible area that is
easily seen by maintenance technicians, does not detract from the appearance of the equipment, isn't in
danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the
asset.

#### **Assumptions**

- Purchase of service is made prior to onsite activity. If onsite activity has been completed, custom pricing would be required as a revisit would be needed for the placement of the barcodes.
- For Asset Essentials Clients, determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity. URL creation along with QR code purchase and encoding is needed prior to onsite activity. If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

#### **Invoice Schedule**

Invoicing for the Barcoding Service will be provided upon completion of onsite activity at 100%.

# **Preventive Maintenance Schedule Creation**

#### **Purpose**

Preventive Maintenance (PM) Schedule creation is a service offering provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment (FCA). PM Schedules will be generated off the equipment inventory collected by the Company Service Provider during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

#### Value

By leveraging Company's PM Schedule Creation service, Company clients are able to leverage and incorporate regular preventive maintenance best practices of their equipment. By performing regular or routine maintenance best practices, you ensure that your equipment is operating under safe and optimal conditions thus preventing the potential for downtime and shorter life expectancy.

#### **Deliverables**

All Preventive Maintenance Schedule Creation services include the following deliverables:

- · Creation of PM Schedules for populating your Brightly Work & Asset Management solution
- Data population within Company Software. No report will be provided.

#### **Methodology and Approach**

Company Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule will include:



- Safety Points
- Tools Required
- Estimated Time to Complete Maintenance
- Step-by-step procedure to complete maintenance work order

Prior to the import or population within the Company Software, the Company Service Provider will:

- · Review of PM Task Check-off Lists with Client
- Setup baseline PM schedules for the equipment inventory collected
- Work with the Client to determine PM Schedule assignment. Assignment includes setting up the
  appropriate Technician or contractor who will be performing the related PM tasks into the master
  import template to ensure that the routing of work flows accordingly in the Work & Asset Management
  Solution. Assignment will be made at the location or craft level. Anything above and beyond this level of
  assignment will be managed and maintained by the client within the software or require a custom scope
  of work for the Company Service Provider to deliver. For assignment to occur, the client must have the
  Technician or contractor created in the software prior to onsite activity.
- Work with the Client to determine the start date, frequency and load balancing based upon client staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM Schedules will be loaded into the Client's Work & Asset Management solution as "Inactive".

#### **Assumptions**

- Client will provide feedback/review of PM Schedules within 15 business days of delivery from the
  Company Service Provider. If feedback/review of PM Schedules exceeds 30 business days, Company will
  provide a Deliveriable Acceptance Form to the client to complete review within 30 days. If feedback is
  not provided during this time period, Company will assume delivery of the service and import
  the PM schedules as "inactive" in the system. Company will provide training on how updates can be
  made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the Company Work and Asset Management applications, any
  updates and/or alterations of those schedules need to be communicated to Company within 30
  days. Company will only make updates related to the below items:
- · Discontinuation of PM Schedules created with the service
- Alteration of frequency on existing schedules created with the service
- Alteration of start dates for the schedules created with the service

Otherwise, any revisions beyond this 30 day period will be the responsibility of the client to perform within the software or Company to perform at an additional fee.

• Reconciliation of existing PM Schedules in the client's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

#### **Invoice Schedule**

Invoicing for the PM Schedule Creation Service will be provided upon receipt of PM Schedule drafts at 100%



#### Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <a href="http://brightlysoftware.com/terms">http://brightlysoftware.com/terms</a> (http://brightlysoftware.com/terms) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <a href="http://brightlysoftware.com/terms">http://brightlysoftware.com/terms</a> (<a href="http://brightlysoftware.com/terms">http://brightlysoftware.com/terms</a>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide
  telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00
  am 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"),
  excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

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#### **Additional information**



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-403813 on any applicable purchase order and email to <u>Purchaseorders@Brightlysoftware.com</u> (mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.



# Signature

# Presented to: Q-403813 April 02, 2024, 11:20:57 AM Accepted by:

Printed Name			
Signed Name			
Title			
Title			
Date			

27

# **COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:	
Your Property Committee has considered the following RESOLUTION and r that it be adopted by the Board:	recommends
<u>R E S O L U T I O N</u>	
WHEREAS, the County's Property Committee recommends to the County Both the first amendment to the agreement with Wold Architects and Engineers	• •
WHEREAS, the architect agreement with Wold Architects and Engineers wa February 28, 2024; and	s approved or
WHEREAS, the agreement included a fixed fee of \$1,627,500 in Section 11 calculated based on an estimated total project cost of \$30 million, and include for construction costs, excluding technology/audiovisual systems costs, whice; and	des a 6.5% fee
WHEREAS, Wold's Proposal for Architectural and Engineering Services providing the agreement stated that Wold would propose a reconciliation of the fix on the same percentages after the design development phase; and	
WHEREAS, the County Board approved a schematic design on August 7, estimated total project cost of \$44,042,739	2024 with ar
WHEREAS, the reconciliation results in a total fixed fee of \$2,183,066 as p attached amendment request letter.	rovided in the
THEREFORE BE IT RESOLVED that the County Board approve this recomm	endation.
BE IT FURTHER RESOLVED that the County Clerk notifies the County Boar the Facilities Director, the Finance Director, and the Auditor of this action.	d Office,
PASSED THIS 30 <sup>th</sup> DAY OF OCTOBER, 2024.	
ATTEST:	
Tazowall County Clark Tazowall County Doord Chr	
Tazewell County Clerk Tazewell County Board Cha	111 11 I I I I I I I I I I I I I I I I



Mike Deluhery, County Administrator
Tazewell County
11 South 4th Street Suite 432

Pekin, Illinois 61554

Re: Tazewell County – Justice Center Annex

Proposal for Architectural and Engineering Services

Commission No. 243020

#### Dear Mike:

This letter is intended as an amendment to our master agreement for services related to the New Justice Center Annex project.

Based on our master agreement with the County, and our fee authorization letter dated February 19, 2024, Wold's current fee for the project is \$1,627,500. This fee amount was established based upon an estimated total project cost budget of \$30,000,000 and a construction cost budget of \$23,076,924.

At their meeting on Wednesday, August 7, 2024, the County Board approved a revised total project budget of \$44,042,739 as prepared by the Construction Manager. A breakdown of the new, approved total project budget is as follows:

Estimated Construction Cost	\$33,879,030
Architectural & Engineering Fees	\$2,202,137
Other Owner Costs / Furniture, Fixtures & Equipment	\$4,573,669
Design & Construction Contingency	\$3,387,903
Total Project Budget	\$44,042,739

In our original fee agreement letter, it was agreed that there would be a reconciliation of Wold's fixed fees upon agreement on an updated scope and construction cost during design. Based on the revised project and construct cost budget for the project, Wold is requesting a recalculation of our fixed fee accordingly, as follows:

	\$ 3	33,879,030	Estimated Construction Cost
-	\$	1,500,000	Estimated Technology/Audiovisual Systems Costs
X		6.5%	AE fee percentage for Addition > \$10 million
	\$	2,104,636	Updated AE Fee Basis (excluding Technology/Audiovisual Design)
X		85%	Modified for Design Development thru Construction Admin Phases
+	\$	244,125	Previous Fee for Programming & Schematic Design Phases
	\$	2,033,066	Revised AE Fee (excluding Technology/Audiovisual Design
	\$	1,500,000	Estimated Technology/Audiovisual Systems Costs
X		10%	Technology/Audiovisual Systems fee percentage
	\$	150,000	Fixed Technology/Audiovisual Systems Design Fee



Wold's total, updated fixed fee proposal based on the newly established construction cost budget is \$2,183,066, plus reimbursable expenses. (Note: This amount is less than presented in the Construction Manager's updated total project budget.)

Reimbursable expenses will continue to be invoiced as incurred without mark-up.

A breakdown of Wold's proposed fixed fee by project phase would be as follows:

<u>Phase</u>	<u>Fee by Phase</u>
Programming & Schematic Design	\$244,125
Design Development	\$420,927
Contract Documents	\$841,855
Bidding	\$105,231
Construction Administration	\$420,927

We are committed to working with the County and the Construction Manager to maintain the established project schedule:

Design Development	August – October 2024
GMP Established	November 2024
Contract Documents	December 2024 – April 2025
Early Site / Foundation Bid Package	TBD
Bidding	May 2025
Construction Start-up	August 2025
Substantial Completion	February 2027

We appreciate your continued trust in the Wold team's capabilities and look forward to our continued partnership on this exciting project for Tazewell County. Please feel free to contact me with any questions.

Sincerely,

Wold Architects and Engineers

Martin/sin)

Matt Bickel | AIA, CID, LEED AP

Partner

cc: Tyler Severson, Wold

Kirsta Ehmke, Wold Brandon Petrie, Wold

KH/GOV-IL-County-Tazewell/JCA/243020/Admin/Letters/2024.08.20 Letter to Mike Deluhery

# **COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:
Your Property Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:
RESOLUTION
WHEREAS, the County's Property Committee recommends to the County Board to approve the attached Memorandum of Understanding with the Board of Health for the property located at the Tremont Campus and 1800 Broadway, Pekin, IL; and
WHEREAS, the County and Board of Health previously entered into a Memorandum of Understanding signed November 20, 2013 to formalize and commemorate the recognized rights, responsibilities, and obligations relating to the use of the Tremont Campus; and
WHEREAS, the County purchased the building located at 1800 Broadway Street, Pekin, Illinois in the County of Tazewell (hereinafter "Pekin Campus"), for the primary purpose of the County Health Department operating a satellite office; and
WHEREAS, the County and Board of Health seek to update the Memorandum of Understanding and incorporate the Pekin Campus by superseding the previous memorandum of understanding.
THEREFORE BE IT RESOLVED that the County Board approve this recommendation, contingent on approval from the Board of Health.

PASSED THIS 30th DAY OF OCTO	BER, 2024.
ATTEST:	
Tazewell Count Clerk	Tazewell County Board Chairman

# MEMORANDUM OF UNDERSTANDING BETWEEN THE TAZEWELL COUNTY BOARD OF HEALTH and COUNTY OF TAZEWELL FOR THE TREMONT CAMPUS AND 1800 BROADWAY, PEKIN

This Memorandum of Understanding (MOU) is entered into on this	day of
, 20 by and between the TAZEWELL COUNTY BOA	RD OF
HEALTH, hereinafter referred to as "Board of Health" and COUNTY OF TAZE	WELL,
hereinafter referred to as "the County".	

WHEREAS, the County, a body politic and corporate, has authorized the establishment of a County Health Department and annually approves a tax levy for the operation of the County Health Department; and

WHEREAS, the Board of Health is established by state statute and authorized to manage the County Health Department; and

WHEREAS, the Board of Health is currently operating in two buildings located at 21306 and 21308 Illinois State Route 9, Tremont, Illinois in the County of Tazewell (hereinafter "Tremont Campus"); and

WHEREAS, the County purchased the building located at 1800 Broadway St, Pekin, Illinois in the County of Tazewell (hereinafter "Pekin Campus"), for the primary purpose of the County Health Department operating a satellite office; and

WHEREAS, as part of the purchase, the County entered into a lease agreement (hereinafter "the Lease") with Proctor Health Systems for approximately two thousand four hundred (2,400) square feet of space located on the west side of the building, as provided in <a href="Exhibit A">Exhibit A</a>, for a five-year period commencing on January 1, 2025, with the option to renew for three additional five-year periods; and

WHEREAS, the County has undertaken major renovations to the Pekin Campus to accommodate the needs of the County Health Department; and

WHEREAS, the County and Board of Health previously entered into a Memorandum of Understanding signed November  $20^{th}$ , 2013 to formalize and commemorate the recognized rights, responsibilities, and obligations relating to the use of the Tremont Campus; and

WHEREAS, the County and the Board of Health seek to update the Memorandum of Understanding and incorporate the Pekin Campus by entering into an agreement to supersede the prior agreement entered into on November 20<sup>th</sup>, 2013.

NOW THEREFORE, the County and Board of Health mutually agree as follows:

1. The County and Board of Health hereby mutually recognize that the building and all real property located at the Tremont and Pekin Campuses are owned by and legally titled to the County.

- 2. References to Proctor Health Systems hereinafter include any Proctor Health Systems successor organizations.
- 3. The Board of Health shall be given exclusive rights to the Tremont Campus.
- 4. The Board of Health shall be given exclusive rights to the main floor of the Pekin Campus building, excluding the section leased to Proctor Health Systems as provided for in the Lease, and except as otherwise provided below, in furtherance of its statutory purposes. The basement may be jointly utilized by the Board of Health and County, with the Board of Health coordinating its usage with the County Facilities Director.
- 5. If the Board of Health no longer utilizes a building at the Tremont or Pekin Campuses, the County may reclaim the right to use the building. Additionally, it is agreed that the Board of Health will no longer have a need for the Environmental Health building at the Tremont Campus (21308 Illinois State Route 9, Tremont) pending the move of the services into the main building (21306 Illinois State Route 9, Tremont). Utilizing a building includes routinely providing services from the facility and excludes temporary pauses in service due to remodeling, damage repair, or other non-operational purposes.
- 6. The Board of Health shall allow Proctor Health Systems all rights provided for in the Lease. These rights include, but are not limited to, ensuring Proctor Health Systems has full access to their leased space, access to the shared lobby area during the hours determined by Proctor Health Systems, access to shared parking, and use of the shared dumpster (excluding construction and hazardous waste).
- 7. If the lease periods with Proctor Health Systems expire or are otherwise terminated, and the County chooses not to enter into a subsequent agreement with Proctor Health Systems for the same leased space or a portion of the previously leased space, the Board of Health shall be granted the use of the previously leased space unless the County has other needs for the space at that time.
- 8. Unless otherwise specified in this agreement, the Board of Health shall, at its own expense, provide for the garbage and rubbish removal, lawn care and snow removal, water and sewerage services, pest control, and utility services for the Tremont and Pekin Campuses, including the leased space at the Pekin Campus. The Board of Health will also provide janitorial services, excluding the leased space at the Pekin Campus.
- 9. The County and Board of Health agree to work cooperatively to include the Tremont and Pekin Campuses in an overall maintenance plan for the County with the intent that the properties are maintained to the same standards as

- those applied to all County property.
- 10. The County agrees that any consideration of replacement or repairs to the property under this provision will be prioritized as part of an overall County property maintenance plan and that any replacements or repairs to the property undertaken by the County shall be considered and prioritized the same as any other planned capital improvements for County property.
- 11. The Board of Health agrees to provide general custodial services for the Tremont and Pekin Campuses for the general maintenance and upkeep of all land, buildings, structures, facilities and improvements of any kind on the property. Any time maintenance-related repair, replacement, or preventative services are necessary outside the custodial services scope, the Board of Health agrees that the County's Facilities Department shall be notified. The County Facilities Department shall assess whether the service can be performed in-house in a timely manner or if a contractor is needed. The Facilities Department will select and coordinate the services when a contractor is needed. During the yearly budget process, the Facilities Director shall coordinate with the Health Department to determine an appropriate budgetary amount for contractor-provided services, and the costs shall be paid out of the Health Department Fund. No costs will be charged for services provided by the Facilities Department.
- 12. Major replacements, remodeling, or repairs estimated to exceed the County's capital projects threshold will be incorporated into the County's five-year capital plan. The County may exercise the authority to allocate the funding for the projects in the Health Department's tax levy supported fund or other County funds at the County's discretion. The Board of Health agrees to use funds allocated for specific capital plan projects on those projects only, unless otherwise agreed by the County Board. Major replacements or repairs would include heating and cooling systems, the replacement of roofs, the resurfacing of parking lots, the replacement of sidewalks and repair to sidewalks, the replacement and maintenance of phone systems, the replacement, repair and upgrading fiber lines, the replacement of electrical and plumbing systems, and any repairs deemed by the County to be considered major repairs. The Facilities Department will oversee all phases of the projects in coordination with the Health Department.
- 13. The County Maintenance Department will maintain full access (e.g. badge access, alarm passcodes, and keys) to the Tremont and Pekin Campuses at all times for the purpose of completing repairs, projects, and inspections of all systems.
- 14. While the Lease or any subsequent lease is in effect, the revenue from such lease shall be deposited in the County's General Fund. On a quarterly basis, while the Lease is in effect, the County shall reimburse the Board of Health for 25% of the

below-described expenses as reimbursement for the leased space costs. The expenses to be reimbursed by 25% include all utilities (gas, electric, water, and sewage), garbage and rubbish removal, lawn care, snow removal, and pest control. The Health Department Director shall have the applicable expenses submitted for payment each quarter compiled and transmitted to the Finance Department after the end of the quarter. The first quarterly period will be from December 1, 2024 through February 28, 2025.

- 15. The Board of Health and County agree that any purchases made by either party are subject to all state and federal laws and County ordinances related to purchasing, bidding, and procurement.
- 16. The County shall maintain appropriate property and liability insurance for the Tremont and Pekin Campuses.
- 17. The Board of Health and the County agree that each party will abide by the terms of this agreement unless otherwise agreed upon.
- 18. The Board of Health and the County recognize that this agreement supersedes the previous agreement entered into on November 20<sup>th</sup>, 2013.

We, the undersigned, on behalf of the County of Tazewell and Tazewell County Board of Health approve this agreement.

David Zimmerman Tazewell County Board Chairman	Bobbi Mullis Tazewell Cou	nty Board of Health President
Subscribed and sworn to before this	day of	, 2024.
	NOTARY P	PUBLIC

# **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 the County Board consider a modification to its support of the proposed Ameren easement, previously discussed by the Committee on June 18, 2024, to run north and south along the east property line of the Tremont campus for the installation of new infrastructure (highline power poles) to support the Central Illinois Grid Transformation Program; and

WHEREAS, the original route traversed the Getz Family Farm property, located immediately east of Tazewell County's Tremont Campus, from the southwest corner to the north east corner; and

WHEREAS, the tenant farmer has approached both Ameren and Tazewell County to propose the modified route to lessen the burden of regular farming operations; and

WHEREAS, the proposed modification is currently under review by Ameren Engineering; and

WHEREAS, the approval of the proposed easement will require mature trees (over 10' in height) to be remove at a width of approximately 80-100 feet for the 150' required easement; and

WHEREAS, with approved engineering and support of the County, Ameren will pursue the proposed change to the Illinois Commerce Commission with whom the application is currently under review; and

WHEREAS, the Tazewell County Board authorizes the Tazewell County Board Chairman to execute the documents to approve the easements.

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, the Treasurer and the Auditor of this action.

PASSED	1HIS 301	<sup>□</sup> DAY	O٢	OCT	JBER,	2024

ATTEST:

Tazewell County Clerk	97	Tazewell County Board Chairman	

\* 1827

**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 Longfellow and Property Committee

FROM: Jaclynn Workman, Administrator

DATE: October 17<sup>th</sup>, 2024

SUBJECT: Ameren Easement Modification – Central Illinois Grid Transformation Program

Following further discussion, it has been requested that the Committee reconsider support of the proposed Ameren easement modification, previously discussed by the Committee June 18th, 2024.

<u>BACKGROUND</u> - Ameren has proposed 380 miles of new or updated transmission lines across Central Illinois to provide for a more reliable and resilient energy grid. Where it is feasible to do so, the lines will be re-built or co-located within the existing easement corridors.

<u>PROPOSED MODIFICATION</u> - The portion of the existing corridor in question runs along Route 9 and the South property line of the Tremont Campus, then proceeds to cross the Getz Family Farm, beginning SE corner of the Tremont Campus. The existing corridor traverses the adjacent farm from the SW corner to the NE corner. Mr. Tim Bear and his relation currently farm the adjacent property and have proposed to Ameren a route modification, lessening the impact to regular farming operations.

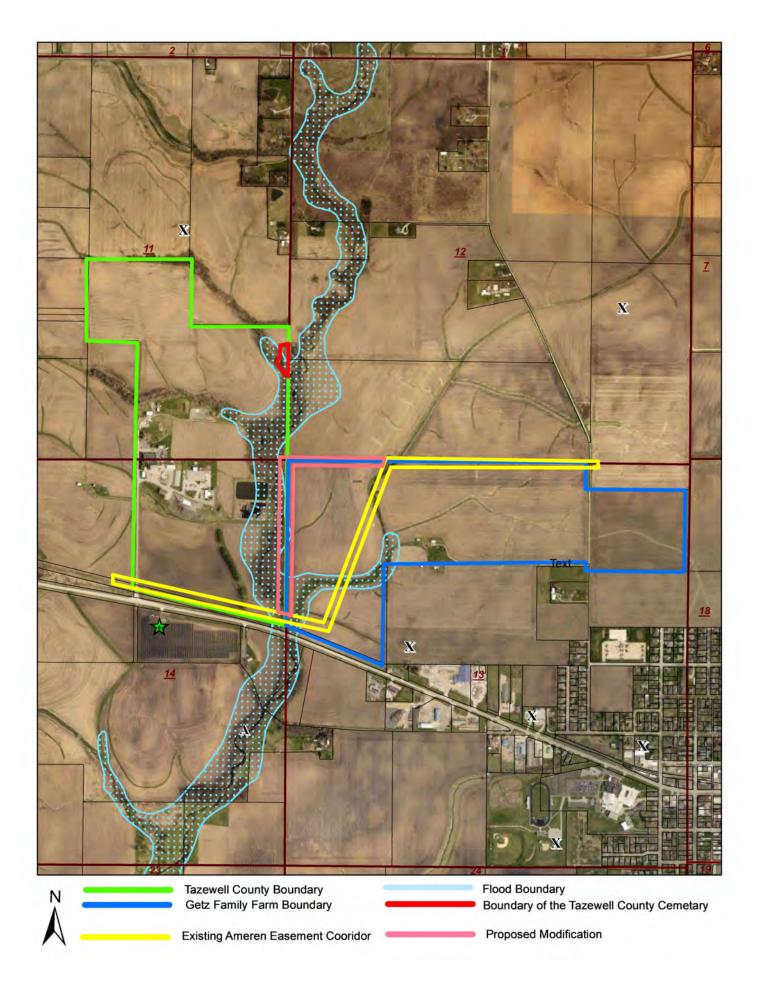
The modification would relocate the existing 150-foot easement to the East property line, running due north, straddling Tazewell County property (80') and the Getz Family Farm (70'). The existing transmission lines, as well as the proposed, would then be placed on the Tazewell County Property. If approved by the ICC, Ameren will proceed with further environmental and feasibility studies to determine viability of the modified route. The entire 150' corridor must be cleared of any vegetation exceeding 10 feet. This area of the Tremont Campus is heavily wooded with mature trees; to be removed by Ameren, should the ICC accept the modification and further investigation by Ameren supports the modification.

A map has been provided for a better understanding of the existing and proposed easement location.

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



# **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:
<u>RESOLUTION</u>
WHEREAS, the County's Property Committee recommends to the County Board to approve a proposal from Taza Construction, a DBA of Tiles in Style, LLC for epoxy work at 101 S Capitol, Pekin, Illinois; and
WHEREAS, Tiles in Style, LLC was awarded bid project #2024-P-07 for epoxy floor installation in housing units B and C in the Justice Center; and
WHEREAS, additional needs have been identified in the elevators and one pod cell with a total costs of \$11,100; and
WHEREAS, the funds are available in the Capital Improvement Plan Fund; and
WHEREAS, the County Administrator recommends approving the proposal 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 30 <sup>th</sup> DAY OF OCTOBER, 2024.
ATTEST:
Tazewell County Clerk Tazewell County Board Chairman



Phone: (877) 817-2841 Fax: (866) 552-8262

sales@tazaconstruction.com

www.tazaconstruction.com

16940 Vincennes Ave, South Holland, IL, 60473 **10/01/2024** 

## **REP: Talha Ahmed**

To, Scott Dooley Tazewell County Assistant Facilities Director 101 s. Capitol Pekin, IL 61554.

# PROPOSAL- Pekin Correction Facility 2 elevators and 1 pod cell.

Below you will find our quote for epoxy work at 101 S Capitol Pekin IL as mentioned below:

#### Scope of work:

- We propose to install new coating system in 2 elevators and 1 pod cell.
- Note: 2 elevators will be ¼ ur concrete with gray light epoxy top coat.
- Will perform daily cleanup at the end of each day.
- Will protect drains, trench drains and sump pits from any foreign materials entering during floor removal and installation that is in the work area.
- Will abide by all OSHA and PCF safety rules.
- Vendors will ensure the site is cleaned and all debris is removed.
- The contractor shall take before and after pictures of the area.

## **TOTAL AMOUNT: \$11,100.00**

#### NOTE:

Prices are valid for 30 days.

We trust this information meets with your approval. Please contact us at any time if you have any questions or if we may be of further assistance.

Thanks & Regards, Talha Ahmed

Taza Construction DBA of Tiles in Style, LLC

Phone: (708) 980-5098

Fax: (866-552-8262)

talha@tilesinstyle.com

www.tazaconstruction.com











## **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:

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# RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to approve the selection of Heart Technologies for the fiber infrastructure project, and wireless internet projects at the Tremont campus; and

WHEREAS, Tazewell County has a fully managed IT services agreement with Heart Technologies; and

WHEREAS, subsequent to the November 2023 cyber attack, Heart Technologies has been systematically reviewing the technology infrastructure used in the County's facilities and making recommendations for updates; and

WHEREAS, as part of that process, Heart Technologies has completed reviewing the equipment and fiber used at the Tremont campus and recommends the upgrades provided in the attached quotes; and

WHEREAS, these projects will update the switches within the buildings, the fiber connecting the equipment within the buildings, and the wi-fi access points at the Tremont campus; and

WHEREAS, the \$79,674.27 for the project is available in the IT department's General Fund budget; and

WHEREAS, this purchase is not conducive to competitive bidding based on the following:

- 1. The existing contractual relationship tasking Heart Technologies with maintaining the security and integrity of the County's IT environment; and
- 2. preparing a proposal requires detailed knowledge of Tazewell County's IT environment, which takes significant time to evaluate, and the release of the information would jeopardize the security of the system, making it exempt from disclosure under Section 7(1)(o) of the Freedom of Information Act, and

THEREFORE BE IT RESOLVED that the County Board approves the recommendation and authorizes the County Board Chairman to sign the agreement with Heart Technologies in the amount of \$79,674.27.
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Finance Office, Treasurer, and Auditor of this action.
PASSED THIS 30 <sup>TH</sup> DAY OF OCTOBER, 2024.
ATTEST:

Tazewell County Board Chairman

Tazewell County Clerk



# We have prepared a quote for:

Tazewell County Government
Infrastructure Project (TREMONT CAMPUS)

Quote # ME012334EP Version 1

# Prepared by:

**Matt Eppel** 

# Engineered by:

**Tim Perry** 



# Networking Items

Description	Qty
Ruckus ICX 8200 24-Port Switch - 24×100/1000/2500 Mbps PoE++ ports - 4×25 GbE SFP28 stacking/uplink-ports (740 W PoE budget)	4
Ruckus ICX 8200 48-Port PoE Switch - 32×10/100/1000 Mbps PoE+ ports - 16×100/1000/2500 Mbps RJ-45 PoE++ ports - 4×25 GbE SFP28 stacking/uplink-ports - (800 W PoE budget)	1
Ruckus 25GE SFP28 DAC, 1M	1
Ruckus 10GBASE-LR SFP+ optic - LC Connector - SMF	6
Ruckus 1000Base-LX SFP optic - LC Connector - SMF	1
Ruckus Power Cord - USA, NEMA5-15/C13	5
Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point	8
Ruckus One Essentials 3-Yr Subscription for 1 network device (AP or Switch)	13
Tripp Lite Fiber Patch Cable / 2m / SM LC-LC	8
Tripp Lite Category 6 Slim Patch Cable - 3 ft Blue	100
Tripp Lite Category 6 Slim Patch Cable - 5 ft Blue	50
Tripp Lite Category 6 Slim Patch Cable - 7 ft Blue	25
LVS Labor to Hang Access Points and run 4 Network Drops to New AP Locations	1
Cat6 Cable Plenum Green	2
Cat6 Jack Green	8
1 port SMB, White	8
2" J-Hook Cable Support	20
Misc Install Materials	1

# Server Items

Description	Qty
HPE ProLiant DL380 Gen11 5416S 2.0GHz 16-core 1P 32GB-R MR408i-o NC 8SFF	1
800W PS Server	



# Server Items

Description	Qty
HPE 32GB (1x32GB) Dual Rank x8 DDR5-4800 CAS-40-39-39 EC8 Registered Smart Memory Kit	3
HPE DL380 Gen11 Stg Cntrl Enable Cbl Kit	1
HPE Gigabit Network Card - Broadcom 5719 1Gb 4-port Adapter	1
HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	1
HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	1
HPE C13 - Nema 5-15P US/CA 110V 10Amp 1.83m Power Cord	2
HPE DL380 Gen11 2U High Performance Fan Kit	1
HPE NS204i-u Gen11 Hot Plug Boot Kit	1
HPE DL380 G11 NS204i-u Internal Cable Kit	1
HPE 1.92TB SAS Read Intensive SFF BC Multi Vendor SSD	5
HPE 3 Year Tech Care Essential DL380 Gen11 HW Service	1
Windows Server 2022 Standard - 16 Core License Pack (Perpetual)	1
Windows Server 2022 - 1 User CAL (Perpetual)	50



# Infrastructure Project (TREMONT CAMPUS)

#### Prepared by:

(309) 427-7267

3105 N Main St.

meppel@heart.net

East Peoria, IL 61611

Matt Eppel

**Heart East Peoria** 

## Prepared for:

# Tazewell County Government

# Mike Deluhery (309) 478-5704 MDeluhery@ta

# MDeluhery@tazewell-il.gov

# 11 S. 4th Street Pekin, IL 61554

#### **Quote Information:**

# Quote #: ME012334EP

Version: 1

Delivery Date: 10/07/2024 Expiration Date: 10/31/2024

# **Quote Summary**

# Description

Infrastructure Project (TREMONT CAMPUS)

Total: \$79,674.27

# **Payment Schedule**

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$39,837.13
30% on Receipt of Materials	1	One-Time	\$23,902.28
20% on Completion	1	One-Time	\$15,934.85

# Payment Due at Signing

Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$39,837.13

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:	



# **Statement of Work**

## **Customer Responsibility**

This job will not be taxable. Customer shall provide tax-exempt certificate.

Provide adequate space for equipment in an environment suitable for the required equipment

Provide open access to all wiring closets, panels and work areas.

Provide 110v power as needed to support this installation.

## Heart Technologies, Inc., Responsibility

Labor is included to configure, install, and test the equipment itemized in this proposal.

Installation and configuration shall be coordinated with the customer to minimize downtime and will be performed during normal business hours, M-F 8:00 AM - 4:30 PM (Excluding Holidays).

Material Escalation Clause: If, during the performance of this contract, the price of materials increases significantly, through no fault of Heart Technologies, the price of quoted material shall be adjusted accordingly. Where the delivery of the quoted material or product is delayed by either manufacture or distribution supplier, through no fault of Heart Technologies, as a result of the shortage or unavailability of specific products or materials, Heart Technologies shall not be liable for any additional costs or damages associated with such delay(s).

|--|

Customer has reviewed and acknowledged statement of work. \_\_\_\_\_



#### **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.

Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_

#### RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a budget transfer for Community Development:

WHEREAS, the cross line transfer is to cover the cost of deficits in other lines within the Community Development FY24 budget; and

 Transfer \$10,000.00 from Building Inspector (100-300-5026) to Building Code Inspections Line Item (100-300-5210)

WHEREAS, the increased cost for the building code inspections is due to the utilization of the contractual inspector(s) in the absence of an in-house full-time inspector; and

WHERAS, the funds are available to transfer from the building inspector salary line due to vacancy since March 2024.

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

PASSED THIS 30<sup>th</sup> DAY OF OCTOBER, 2024.

ATTEST:

Tazewell County Clerk Tazewell County Board Chairman



#### **COUNTY OF TAZEWELL**

#### **DEPARTMENT OF COMMUNITY DEVELOPMENT**

#### Jaclynn Workman, Administrator

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

Phone: (309) 477-2235 / Email: <a href="mailto:zoning@tazewell-il.gov">zoning@tazewell-il.gov</a>

TO: Chairman Graff and Finance Committee

FROM: Jaclynn Workman, Administrator

DATE: October 15<sup>th</sup> 2024

SUBJECT: Transfer

The following cross line transfer is needed to cover deficits in other lines within the Community Development FY24 Budget;

\$10,000.00 from 100-300- 5026 / Building Inspector to 100-300-5210 / Building Code Inspections

The increased cost for Building Code inspections is due to the utilization of the contractual inspector(s) in the absence of an in-house full-time inspector. The funds are available to transfer from the building inspector salary line due to vacancy since March 2024

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

JW

Mr. Chairman and Members of the Tazewell County Board	Mr.	Chairman	and Members	of the	Tazewell	County	Board
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Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

\_\_\_\_\_\_

#### RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to approve an amendment to Heart Technologies' Managed Services Contract with the addition of Bitwarden; and

WHEREAS, typical web browsers and other password storage methods do not provide the encryption and security features of dedicated password managers; and

WHEREAS, having a password manager is recommended by the County's IT consultants Heart Technologies; and

WHEREAS, the County's property/cyber insurance agent also recommends implementing a password manager, conveying that it is seen as best practice and has been asked about more frequently on cyber insurance applications; and

WHEREAS, Bitwarden is a dedicated password manager with advanced features allowing for securely storing, managing, and sharing sensitive data.

THEREFORE BE IT RESOLVED that the County Board approves the recommendation and authorizes the County Board Chairman to sign an amended agreement with Heart Technologies in the amount of \$2,025.00 per month.

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

PASSED THIS 30<sup>TH</sup> DAY OF OCTOBER, 2024.

ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman



## **MANAGED SERVICES AND BACKUP AGREEMENT – REMOTE**

#### Addendum #1

#### **MSA ADDITIONS - Bitwarden**

Monday October 14th, 2024

ADDITION:						
Bitwarde	n	Per User				
	Users	Per Month				
	450	\$ 4.50	ea.	\$2,025.00	per month	

Month following implementation (or pro-rated partial month) will reflect the new billing addition of actual users deployed.

HEART TECHNOLOGIES, INC.	TAZEWELL COUNTY GOVERNMENT
Signature: x	x
Print Name:	
Date:	

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:

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#### RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to approve an agreement with Bellwether, LLC to conduct a fee study for the Sheriff's Office as outlined in the attached Letter of Agreement; and

WHEREAS, the fees were last reviewed in 2013; and

WHEREAS, the cost of the cost study is \$6,000; and

WHEREAS, Bellwether, LLC will contact Tazewell County immediately after the contract is signed to obtain data for the cost study; and

WHEREAS, projection completion is estimated to be five weeks from the start date.

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

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

PASSED THIS 30<sup>th</sup> DAY OF OCTOBER, 2024.

ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

#### Letter of Agreement

Bellwether LLC 200 W. North Street - Box 803 Normal, Illinois 61761 September 30, 2024

Tazewell County 342 Court St #102, Pekin, IL 61554

To the Honorable Chairman and Sheriff

This Letter of Agreement (Agreement) summarizes our understanding of the services requested by Tazewell County (Client) from Bellwether LLC (Bellwether). This letter represents a binding contract. If acceptable, please sign below and return a copy to Bellwether LLC by mail or email.

Agreement is as follows:

#### **Desired Service**

- 1. Client desires a fee review for the Sheriff's Department. This effort will include
  - a. Fees for Process Service
  - b. Fees for Eviction Stand-by
  - c. Fees for inmates medical / dental transport
  - d. Fees for transporting inmates to court
  - e. Bond Fees
  - f. Daily rate for housing other county inmates
  - g. Additional fees agreed to by Bellwether and Tazewell County Sheriff

This agreement <u>does not</u> include evaluation of department practices or policies related to staffing or expense management.

#### Delivery

- 1. Client will be provided a written report of all fees reviewed. Reports will include:
  - a. A description of the method used.
  - b. References statutes outlining the authority for each fee and changes.
- c. Sample resolution for board action

#### Payment for Service

- 1. Client Shall pay Six Thousand Dollars (\$6,000.00) for services described above. Payment is due at contract signing.
  - a. Small county discount included

#### Project Timeline and Duration

- 1. Bellwether will contact client for data immediately after contract approval.
- 2. Project completion is estimated to be five weeks from the start date.

#### Conditions

- Entire Agreement: This Letter of Agreement contains the entire agreement between
  us. No part of this Letter of Agreement may be changed, modified, amended or
  supplemented except in a written document, signed by both of us which specifically
  states that the document is being signed for the purposes of modifying this
  Agreement. Each of us acknowledges and agrees that the other has not made any
  representations, warranties or agreement of any kind, except as is expressly
  described in this Agreement.
- 2. Governing Law: This Agreement shall be interpreted in accordance with the laws of Illinois. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contact should be interpreted against the drafter of the contact.

If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me by email, US Postal Service or Fax to 309-661-8243.

Bellwether LLC

200 W. North Street - Box 803

Normal, Illinois 61761

Accepted and agreed to on	, 2024 by		
		Signature	
		Printed Name	

F-24-34

Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_\_

#### RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to recognize the use of the remaining \$1,420,525.07 available in the State And Local Fiscal Recovery Funds, and transfer the accumulated interest; and

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

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

WHEREAS, U.S. TREASURY INTERIM FINAL REPORT states "Given the exacerbation of health disparities during the pandemic and the role of pre-existing social vulnerabilities in driving these disparate outcomes, services to address health disparities are presumed to be responsive to the public health impacts of the pandemic. Specifically, recipients may use payments from the Fiscal Recovery Funds to facilitate access to resources that improve health outcomes, including services that connect residents with health care resources and public assistance programs and build healthier environments,"; and

WHEREAS, the Tazewell County Board previously authorized the use of American Rescue Plan Act, State And Local Fiscal Recovery funds for acquiring the building and land for a Health Department satellite facility located at 1800 Broadway, Pekin, in resolution F-23-29 to address the disproportionate impacts of the COVID-19 pandemic on health outcomes in low-income communities as described in the attached plan; and

WHEREAS, the Health Department satellite facility necessitated substantial remodeling, repairs, and upgrades to deliver the services with currently paid expenses totaling \$313,578.88; and

WHEREAS, the Tazewell County Board has an additional \$181,354.49 in projects committed for the remodeling, repairs, and upgrades to the Health Department satellite

facility that are expected to be completed in the 2024 calendar year; and

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

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

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

**WHEREAS**, the Tazewell County Board previously authorized the use of American Rescue Plan Act, State And Local Fiscal Recovery funds for the purchase and installation of functional windows in the McKenzie building in 2023 for the improvement of ventilation systems for expenses in resolution F-23-45; and

**WHEREAS**, in fiscal year 2024, an additional \$498,926.70 in expenses occurred for the purchase and installation of functional windows in the McKenzie building for the improvement of ventilation systems; and

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

**WHEREAS**, the Tazewell County Board previously authorized the use of the American Rescue Plan Act, State And Local Fiscal Recovery funds under the Standard Allowance for the demolition of the Arcade and Tobin Buildings; and

WHEREAS, \$285,000 in demolition expenses for the Arcade and Tobin Buildings occurred in fiscal year 2024 with the payment made from the Capital Improvement Plan Fund; and

WHEREAS, the design of a Justice Center Annex has partially resulted in \$141,665 in expenses made in fiscal year 2024 from the Capital Improvement Plan Fund, which would qualify under the Standard Allowance; and

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

**WHEREAS**, American Rescue Plan Act, State And Local Fiscal Recovery funds have earned interest in the amount of \$24,937.89 since the interest transfer amount approved in resolution F-23-50 was determined, and would earn additional interest prior to the transfer of the funds.

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

- 1. Authorizing the use of American Rescue Plan Act, State And Local Fiscal Recovery funds for remodeling, repairs, and upgrades to the Health Department satellite facility at 1800 Broadway, Pekin, in the amount of \$494,933.37 to address the disproportionate impacts of the COVID-19 pandemic on health outcomes in low-income communities as described in the attached plan, and
- 2. Directing the Tazewell County Treasurer to recognize the transfer of funds from the American Rescue Plan Act, State and Local Fiscal Recovery account to the Capital Improvement Plan Fund in the amount of \$313,578.88 to pay for remodeling, repairs, and upgrades to the Health Department satellite facility, and
- 3. Directing the Tazewell County Treasurer to recognize the transfer of funds from the American Rescue Plan Act, State and Local Fiscal Recovery account to the Capital Improvement Plan Fund for remaining projects committed for remodeling, repairs, and upgrades to the Health Department satellite facility when provided by the Finance Office, totaling \$181,354.49.

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

- 1. Authorizing the use of \$498,926.70 of the American Rescue Plan Act, State And Local Fiscal Recovery funds for the improvement of ventilation systems for expenses occurring in fiscal year 2024, and
- 2. Directing the Tazewell County Treasurer to recognize the transfer of funds from the American Rescue Plan Act, State and Local Fiscal Recovery account to the Capital Improvement Plan Fund in the amount of \$498,926.70 for the purpose of paying for expenses related to the improvement of ventilation systems.

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

- 1. Authorizing the use of \$141,665 of the American Rescue Plan Act, State And Local Fiscal Recovery funds using the standard allowance method for the design of a Justice Center Annex; and
- 2. Directing the Tazewell County Treasurer to recognize the transfer of funds from the American Rescue Plan Act, State and Local Fiscal Recovery account to the Capital Improvement Plan Fund in the amount of \$141,665 for the design of a Justice Center Annex using the standard allowance method, and
- 3. Directing the Tazewell County Treasurer to recognize the transfer of funds from the American Rescue Plan Act, State and Local Fiscal Recovery account to the Capital Improvement Plan Fund in the amount of \$285,000 for the previously authorized demolition of the Arcade and Tobin Buildings using the standard allowance method.

**BE IT FURTHER RESOLVED** that the Tazewell County Board directs the Tazewell County Treasurer to transfer the earned interest of \$24,937.89 in the American Rescue Plan Act, State and Local Fiscal Recovery account to the General Fund, and directs the transferring of any subsequent interest earned in the account to the General Fund.

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

PASSED THIS $30^{1H}$ DAY OF OCTOBER, $2$	024.
ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

#### Satellite Health Department Plan

Tazewell County will address the disproportionate impacts of the COVID–19 pandemic on health outcomes in low-income communities through the acquisition of a facility located at 1800 Broadway in Pekin, Illinois. Currently, the Tazewell County Health Department provides COVID-19 vaccines, the Women, Infants, and Children (WIC) program and clinic services through the facility located in a rural area of the County. Moving these services to the City of Pekin, the highest populated municipality of the County, will provide improved access to the services for low-income and moderate income residents. Acquiring this facility will also allow for restarting dental services, which had been discontinued a few years ago. A recent community survey has shown an increase in need for the dental services since the closing.

The location of the facility will increase the accessibility of the services for low-income residents with the facility being located in census tract 211.01, which is designated as an opportunity zone and a high poverty area by the Commerce Department's Economic Development Administration with 27.7% of residents living below the poverty level. The facility is also within close proximity to an additional high poverty area and probable high poverty area as assigned by the Economic Development Administration. Low-income residents in neighboring communities will also have increased accessibility to services through shorter commutes and accessibility through public transportation with the satellite facility being along a bus route that traverses these communities.

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 Health Department as outlined in the attachment to this Resolution; and				
WHEREAS, the transfer of funds is to correctly allocate where expenses were incurred.				
THEREFORE BE IT RESOLVED that the County Board approve the transfers of funds.				
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Health Department, the Finance Office, the Treasurer and the Auditor of this action.				
PASSED THIS 30 <sup>th</sup> DAY OF OCTOBER, 2023.				
ATTEST:				

Tazewell County Board Chairman

Tazewell County Clerk

# Tazewell County Health Department Budget Line Adjustments -500 Fund FY2024

_	Transfer from	<u>Description</u>	_	<u>Transfer to</u>	<u>Description</u>	<u>Amount</u>
1	220-500-5002	Prof/Tech		220-500-5000	Department Head	3,500.00
2	220-500-5002	Prof/Tech		220-500-5001	Mgmt/Supervisor	27,000.00
3	220-500-5102	Paper		220-500-5124	Data Subscription	430.00
4	220-500-5120	Assoc. Membership Dues		220-500-5530	Building Improvement	1,700.00
5	220-500-5130	Fuel & Oil		220-500-5134	Maint. Supply	330.00
6	220-500-5135	Tech Supplies		220-500-5550	Computers	240.00
7	220-500-5137	Cleaning Supply		220-500-5134	Maint. Supply	2,000.00
8	220-500-5177	Educ Supplies		220-500-5124	Data Subscription	1,970.00
9	220-500-5177	Educ Supplies		220-500-5131	Computer Supply	800.00
10	220-500-5177	Educ Supplies		220-500-5171	Food	730.00
11	220-500-5185	Dental Supplies		220-500-5171	Food	270.00
12	220-500-5185	Dental Supplies		220-500-5133	Medical Supply	34,730.00
13	220-500-5202	Document Destruction		220-500-5123	Newspaper Subscription	100.00
14	220-500-5202	Document Destruction		220-500-5121	Prof Cert Fees	340.00
15	220-500-5221	Alarm System Monitoring		220-500-5203	Pub/Adv Services	1,300.00
16	220-500-5221	Alarm System Monitoring		220-500-5215	Healthcare Services	5,200.00
17	220-500-5221	Alarm System Monitoring		220-500-5222	Gen. Liability Ins	125.00
18	220-500-5221	Alarm System Monitoring		220-500-5290	вон	175.00
19	220-500-5221	Alarm System Monitoring		220-500-5171	Food	187.00
20	220-500-5270	Refunds		220-500-5206	Lease Payments	700.00
21	220-500-5300	Plumbing		220-500-5134	Maint. Supply	1,140.00
22	220-500-5301	Electrical		220-500-5134	Maint. Supply	930.00
23	220-500-5301	Electrical		220-500-5302	HVAC	570.00
24	220-500-5303	Carpentry		220-500-5530	Building Improvement	1,500.00
25	220-500-5321	Groundskeeping Equipment		220-500-5302	HVAC	6,600.00
26	220-500-5323	Office Equipment		220-500-5262	Professional Fees	100.00
27	220-500-5342	Internet		220-500-5341	Cell Phone	330.00
28	220-500-5342	Internet		220-500-5540	Office Furniture	4,220.00
29	220-500-5361	Gas & Electric		220-500-5530	Building Improvement	2,925.00
30	220-500-5361	Gas & Electric		220-500-5180	Program Supplies	13,925.00
31	220-500-5362	Water		220-500-5302	HVAC	1,530.00
32	220-500-5362	Water		220-500-5320	Vehicle Maint	220.00
33	220-500-5362	Water		220-500-5540	Office Furniture	193.00
34	220-500-5364	Waste Removal		220-500-5262	Professional Fees	1,716.00

# **Tazewell County Health Department Budget Line Adjustments -500 Fund FY2024**

	<u>Transfer from</u>	<u>Description</u>
35	220-500-5365	Grounds Maintenance
36	220-500-5365	Grounds Maintenance
37	220-500-5365	Grounds Maintenance
38	220-500-5365	Grounds Maintenance
39	220-500-5366	Pest Control
40	220-500-5367	Cleaning Services
41	220-500-5367	Cleaning Services
42	220-500-5367	Cleaning Services
43	220-500-5367	Cleaning Services
44	220-500-5367	Cleaning Services
45	220-500-5400	Registration Fee
46	220-500-5400	Registration Fee
47	220-500-5407	Ground Transportation
48	220-500-5600	Repay of Debt
49	220-500-5999	Contingency
50	220-500-5999	Contingency

<u>Transfer to</u>	<u>Description</u>
220-500-5262	Professional Fees
220-500-5320	Vehicle Maint
220-500-5341	Cell Phone
220-500-5530	Building Improvement
220-500-5530	Building Improvement
220-500-5180	Program Supplies
220-500-5200	Software Maint
220-500-5100	Office Supplies
220-500-5104	Postage/Shipping
220-500-5124	Data Subscription
220-500-5290	ВОН
220-500-5454	Mileage-Busn
220-500-5454	Mileage-Busn
220-500-5454	Mileage-Busn
220-500-5200	Software Maint
220-500-5133	Medical Supply

262,011.00

**Amount** 

5,460.00 80.00 270.00 1,000.00 550.00 5,575.00 15,280.00 845.00 800.00 400.00 165.00 685.00 1,000.00 3,000.00 38,455.00 70,720.00

Mr. Chairman and Members of the Tazewell County Board:

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

#### RESOLUTION

WHEREAS, the Human Resources Committee recommends to the County Board to approve premium costs for Tazewell County Health, Life and Dental for FY 2025 for all full-time non-union employees, and all full-time employees covered by the terms of the P.B.P.A., F.O.P and Teamsters Unit B Collective Bargaining Agreements, in accordance with the below schedules and will be effective December 1, 2024; and

THEREFORE BE IT RESOLVED by the County Board that the Tazewell County Employee Health, Dental and vision premiums for FY 2025 be approved.

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

PASSED THIS 30 <sup>th</sup> DAY OF OCTOBER 2024.	
ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

## **2025 HEALTH CARE PREMIUMS FOR NON-UNION EMPLOYEES**

		FY25 TOTAL	FY25 COUNTY	FY25 EMPLOYEE	FY25 PER PAY	EMPLOYEE INCREASE PER	EMPLOYEE	TOTAL PREMIUM %
PLAN	ТҮРЕ	PREMIUM	PER MONTH	PER MONTH	PERIOD (24)	PAY PERIOD (24)	%INCREASE	INCREASE
	Employee Health only	\$1,206.90	\$997.96	\$208.94	\$104.47	\$4.64	4.65%	4.00%
PPO 500 -	Children + Employee Health	\$2,151.02	\$1,583.13	\$567.89	\$283.95	\$8.27	3.00%	4.00%
Traditional Plan	Spouse + Employee Health	\$2,237.06	\$1,643.61	\$593.45	\$296.73	\$8.60	2.98%	4.00%
	Family + Employee Health	\$2,388.78	\$1,711.93	\$676.85	\$338.43	\$9.18	2.79%	4.00%
	Employee Health only	\$1,086.22	\$898.16	\$188.06	\$94.03	\$4.18	4.65%	4.00%
PPO 1000 -	Children + Employee Health	\$1,935.90	\$1,424.83	\$511.07	\$255.54	\$7.44	3.00%	4.00%
Mid-Level Plan	Spouse + Employee Health	\$2,013.34	\$1,479.25	\$534.09	\$267.05	\$7.74	2.98%	4.00%
	Family + Employee Health	\$2,149.90	\$1,540.73	\$609.17	\$304.59	\$8.26	2.79%	4.00%
	Employee Health only	\$844.83	\$698.57	\$146.26	\$73.13	\$3.25	4.65%	4.00%
HDHP 3200	Children + Employee Health	\$1,505.71	\$1,108.19	\$397.52	\$198.76	\$5.79	3.00%	4.00%
Qualified Plan	Spouse + Employee Health	\$1,565.93	\$1,150.52	\$415.41	\$207.71	\$6.02	2.98%	4.00%
	Family + Employee Health	\$1,672.16	\$1,198.36	\$473.80	\$236.90	\$6.43	2.79%	4.00%
Medical	Medical Reimbursement only	\$535.68	\$489.26	\$46.42	\$23.21	\$0.00	0.00%	0.00%
Reimbursement	Family Med. Reimbursement only	\$626.30	\$532.38	\$93.92	\$46.96	\$0.00	0.00%	0.00%
Retiree	Medicare only	\$431.05	\$0.00	\$431.05	\$215.53	\$0.00	0.00%	4.00%
(65 and older)	Dependent Medicare only	\$431.05	\$0.00	\$431.05	\$215.53	\$0.00	0.00%	4.00%
Dental	Employee Dental only	\$36.67	\$36.67	\$0.00	\$0.00	\$1.41	0.00%	4.00%
Dentai	Dependent Dental only	\$91.96	\$21.34	\$70.62	\$35.31	\$1.77	5.28%	4.00%
	Employee Optical only	\$10.76	\$10.76	\$0.00		\$0.00		
Vision	Plus One Optical (Spouse or Child) on	ly	\$0.00	\$10.76		\$0.41		
VISIOII	Children Optical only		\$0.00	\$12.26		\$0.47		
	Family Optical only		\$0.00	\$26.03		\$1.00		

### 2025 HEALTH CARE PREMIUMS FOR P.B.P.A. DEPUTIES

PLAN	ТҮРЕ	FY25 TOTAL PREMIUM	FY25 COUNTY PER MONTH	FY25 EMPLOYEE PER MONTH	FY25 PER PAY PERIOD (24)	EMPLOYEE INCREASE PER PAY PERIOD (24)	EMPLOYEE %INCREASE	TOTAL PREMIUM % INCREASE
	Employee Health only	\$1,206.90	\$967.27	\$239.63	\$119.82	\$9.29	8.4%	4.0%
PPO 500 -	Children + Employee Health	\$2,151.02	\$1,532.58	\$618.44	\$309.22	\$16.55	5.7%	4.0%
Traditional Plan	Spouse + Employee Health	\$2,237.06	\$1,598.86	\$638.20	\$319.10	\$17.20	5.7%	4.0%
	Family + Employee Health	\$2,388.79	\$1,656.59	\$732.20	\$366.10	\$18.37	5.3%	4.0%
	Employee Health only	\$1,086.21	\$870.54	\$215.67	\$107.84	\$8.35	8.4%	4.0%
PPO 1000 -	Children + Employee Health	\$1,935.90	\$1,379.33	\$556.57	\$278.29	\$14.89	5.7%	4.0%
Mid-Level Plan	Spouse + Employee Health	\$2,013.34	\$1,438.95	\$574.39	\$287.20	\$15.49	5.7%	4.0%
	Family + Employee Health	\$2,149.90	\$1,490.93	\$658.97	\$329.49	\$16.54	5.3%	4.0%
	Employee Health only	\$844.83	\$677.09	\$167.74	\$83.87	\$6.50	8.4%	4.0%
HDHP 3200	Children + Employee Health	\$1,505.71	\$1,072.81	\$432.90	\$216.45	\$11.58	5.7%	4.0%
Qualified Plan	Spouse + Employee Health	\$1,565.93	\$1,119.18	\$446.75	\$223.38	\$12.06	5.7%	4.0%
	Family + Employee Health	\$1,672.16	\$1,159.62	\$512.54	\$256.27	\$12.86	5.3%	4.0%
Medical	Medical Reimbursement only	\$535.68	\$489.26	\$46.42	\$23.21	\$0.00	0.0%	\$0.00
Reimbursement	Family Med. Reimbursement only	\$626.30	\$524.16	\$102.14	\$51.07	\$0.00	0.0%	\$0.00
Retiree	Medicare only	\$431.05	\$0.00	\$431.05	\$0.00	\$16.58	4.0%	4.0%
(65 and older)	Dependent Medicare only	\$431.05	\$0.00	\$431.05	\$0.00	\$16.58	4.0%	4.0%
	Employee Dental only	\$36.67	\$36.67	\$0.00	\$0.00	\$1.41	4.0%	4.0%
Dental	Dependent Dental only	\$91.96	\$22.96	\$68.99	\$34.50	\$3.54	2.1%	2.1%
	Employee Optical only	\$10.76	\$10.76	\$0.00		\$0.00	4.0%	
Mining	Plus One Optical (Spouse or Child) or	nly	\$0.00	\$10.76		\$0.41	4.0%	
Vision	Children Optical only		\$0.00	\$12.26		\$0.47	4.0%	
	Family Optical only		\$0.00	\$26.03		\$1.00	4.0%	

# 2025 HEALTH CARE PREMIUMS FOR P.B.P.A. CONTROL ROOM OPERATORS, P.B.P.A JUDICIAL CLERKS, F.O.P. CORRECTION OFFICERS, F.O.P. PROBATION OFFICERS & TEAMSTERS ASSEU

PLAN	ТҮРЕ	FY25 TOTAL PREMIUM	FY25 COUNTY PER MONTH	FY25 EMPLOYEE PER MONTH	FY25 PER PAY PERIOD (24)	EMPLOYEE INCREASE PER PAY PERIOD (24)	EMPLOYEE %INCREASE	TOTAL PREMIUM % INCREASE
	Employee Health only	\$1,206.90	\$953.61	\$253.29	\$126.65	\$11.61	10.1%	4.0%
PPO 500 -	Children + Employee Health	\$2,151.02	\$1,509.01	\$642.01	\$321.01	\$20.69	6.9%	4.0%
Traditional Plan	Spouse + Employee Health	\$2,237.06	\$1,578.43	\$658.63	\$329.32	\$21.51	7.0%	4.0%
	Family + Employee Health	\$2,388.79	\$1,630.61	\$758.18	\$379.09	\$22.97	6.5%	4.0%
	Employee Health only	\$1,086.21	\$858.25	\$227.96	\$113.97	\$10.44	10.1%	4.0%
PPO 1000 -	Children + Employee Health	\$1,935.90	\$1,358.10	\$577.80	\$288.90	\$18.61	6.9%	4.0%
Mid-Level Plan	Spouse + Employee Health	\$2,013.34	\$1,420.58	\$592.76	\$296.38	\$19.35	7.0%	4.0%
	Family + Employee Health	\$2,149.90	\$1,467.55	\$682.35	\$341.18	\$20.67	6.4%	4.0%
	Employee Health only	\$844.83	\$667.53	\$177.30	\$88.65	\$8.12	10.1%	4.0%
HDHP 3200	Children + Employee Health	\$1,505.71	\$1,056.31	\$449.40	\$224.70	\$14.48	6.9%	4.0%
Qualified Plan	Spouse + Employee Health	\$1,565.92	\$1,104.88	\$461.04	\$230.52	\$15.06	7.0%	4.0%
	Family + Employee Health	\$1,672.16	\$1,141.44	\$530.72	\$265.36	\$16.08	6.5%	4.0%
Medical	Medical Reimbursement only	\$535.68	\$489.26	\$46.42	\$23.21	\$0.00	0.0%	0.0%
Reimbursement	Family Med. Reimbursement only	\$626.30	\$520.06	\$106.24	\$53.12	\$0.00	0.0%	0.0%
Retiree	Medicare only	\$431.05	\$0.00	\$431.05	\$0.00	\$0.00	4.0%	4.0%
(65 and older)	Dependent Medicare only	\$431.05	\$0.00	\$431.05	\$0.00	\$0.00	4.0%	4.0%
Devited	Employee Dental only	\$36.67	\$36.67	\$0.00	\$0.00	\$0.00	4.0%	4.0%
Dental	Dependent Dental only	\$91.96	\$22.35	\$69.61	\$34.81	\$0.89	4.0%	4.0%
	Employee Optical only	\$10.76	\$10.76	\$0.00		\$0.00	4.0%	
Vision	Plus One Optical (Spouse or Child) or	ıly	\$0.00	\$10.76		\$0.41	4.0%	
Vision	Children Optical only		\$0.00	\$12.26		\$0.47	4.0%	
	Family Optical only		\$0.00	\$26.03		\$1.00	4.0%	

Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_\_

#### RESOLUTION

WHEREAS, the Human Resource Committee recommends to the County Board to approve the revision to the Tazewell County Health Benefit plan summary; and

WHEREAS, the section Qualified PPO HDHP Plan will be added to include the increase in IRS rate of \$100 for individual deductible for embedded high deductible health plans. For 2025 this increase will be from \$3,200 to \$3,300 as follows:

In Network

Calendar Year Maximum Benefits for Taz	zewell County Qualified PPO HDHP Plan
All Essential Health Benefits	Unlimited

Out of Network

Limits

Tazewell County Board Chairman

Deductible							
Individual	In and Out of Netw	ork combined <mark>: \$3,300</mark>					
Family	In and Out of Netw	ork combined: \$6,400					
meet their own individual	<b>Embedded deductible:</b> If you have other family members on the plan, each family member must meet their own individual deductible before the plan starts to pay unless the overall family deductible is satisfied first. In no event will more than the individual deductible apply to one person.						
(includes Deductibles, (	Coinsurance, Copa	yments, and Prescri	ption Drug Copayments)				
Individual	In and Out of Netw	ork combined: \$6,000					
Family	In and Out of Netw	ork combined: \$8,000					
Embedded Out-of-Pocket: If you have other family members on this plan, they have to meet their							

THEREFORE BE IT RESOLVED, the County Board authorizes the County Board Chairman to sign all documents relating to the plan summary document.

own Out-of- Pocket limits until the overall family Out-of-Pocket limit has been met.

PASSED THIS 30th DAY OF OCTOBER 2024.

Tazewell County Clerk

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

ATTEST:			

Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_

#### RESOLUTION

WHEREAS, the Consolidated Omnibus Reconciliation Budget Act (COBRA) requires employers with twenty or more employees to offer continued coverage in their group health plans to certain former employees, retirees, spouses and dependent children; and

WHEREAS, the COBRA rates established and published for FY25 are as follows:

PPO 500	Medical/RX	Dental	Vision
Employee Only	\$1,231.04	\$37.40	\$10.98
Employee and Spouse	\$2,281.80	\$93.80	\$21.95
Employee and Child	\$2,194.04	\$93.80	\$23.48
Employee and Family	\$2,436.56	\$93.80	\$37.53
PPO 1000	Medical/RX	Dental	Vision
Employee Only	\$1,107.94	\$37.40	\$10.98
Employee and Spouse	\$2,053.61	\$93.80	\$21.95
Employee and Child	\$1,974.62	\$93.80	\$23.48
Employee and Family	\$2,192.90	\$93.80	\$37.53
HDHP	Medical/RX	Dental	Vision
Employee Only	\$861.73	\$37.40	\$10.98
Employee and Spouse	\$1,597.25	\$93.80	\$21.95
Employee and Child	\$1,535.82	\$93.80	\$23.48
Employee and Family	\$1,705.60	\$93.80	\$37.53

The effective date for premium change will be December 01, 2024.

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

PASSED THIS 30th DAY OF OCTOBER 2024.

ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

Mr.	Chairman	and	Members	of th	e Tazewell	County	Board	:

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

\_\_\_\_\_\_

#### **RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to County Board to approve the attached pay matrixes for non-union employees other than Elected Officials and the cost of living/salary increases; and

WHEREAS, two pay matrixes have been updated to establish a non-union exempt employee schedule (salary) and a non-union non-exempt schedule (hourly) for fiscal year 2025; and

WHEREAS, pay matrix include increases of 2% for grades 12 through 21, with higher percentage increases for grades 9 through 11 to meet the \$15.00 minimum wage requirement and provide for adequate separation between the grades; and

WHEREAS, the fiscal year 2025 cost of living/salary increases for non-union full-time employees is set at a 2% base wage increase and up to an additional 2% increase based on performance; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and attached pay matrixes.

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

	1
ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

PASSED THIS 30th DAY OF OCTOBER.

Tazewell County
Non-Union Non-Exempt (Hourly) Schedule
Fiscal Year 2025

	FY 2025							
Grade	Points	Range Min	Midpoint	Range Max				
21	880 - 1055	\$55.60	\$69.54	\$83.47				
20	735 - 879	\$47.39	\$59.26	\$71.13				
19	614 - 734	\$40.61	\$50.76	\$60.92				
18	519 - 613	\$35.77	\$44.68	\$53.60				
17	439 - 518	\$31.70	\$39.61	\$47.52				
16	371 - 438	\$28.21	\$35.30	\$42.20				
15	314 - 370	\$25.26	\$31.58	\$37.89				
14	269 - 313	\$22.90	\$28.63	\$34.35				
13	228 - 268	\$20.90	\$26.09	\$31.28				
12	192 - 227	\$18.59	\$23.25	\$27.91				
11	161 - 191	\$16.71	\$20.90	\$25.09				
10	135 - 160	\$15.80	\$19.74	\$23.67				
9	114 - 134	\$15.02	\$16.54	\$19.87				

## Tazewell County Non-Union Exempt Salary Schedule

#### Fiscal Year 2025

37.5 HR/WK	FY 2025			
Grade	Points	Range Min	Midpoint	Range Max
21	880 - 1055	\$108,837.00	\$136,124.55	\$163,392.53
20	735 - 879	\$92,765.93	\$116,001.45	\$139,236.98
19	614 - 734	\$79,494.08	\$99,362.70	\$119,250.90
18	519 - 613	\$70,019.78	\$87,461.10	\$104,922.00
17	439 - 518	\$62,052.75	\$77,536.58	\$93,020.40
16	371 - 438	\$55,221.08	\$69,099.75	\$82,606.50
15	314 - 370	\$49,446.45	\$61,817.85	\$74,169.68
14	269 - 313	\$44,826.75	\$56,043.23	\$67,240.13
13	228 - 268	\$40,911.75	\$51,071.18	\$61,230.60
12	192 - 227	\$36,389.93	\$45,511.88	\$54,633.83
11	161 - 191	\$32,709.83	\$40,911.75	\$49,113.68
10	135 - 160	\$30,928.50	\$38,641.05	\$46,334.03
9	114 - 134	\$29,401.65	\$32,377.05	\$38,895.53

40 HR/WK	FY 2025			
Grade	Points	Range Min	Midpoint	Range Max
21	880 - 1055	\$116,092.80	\$145,199.52	\$174,285.36
20	735 - 879	\$98,950.32	\$123,734.88	\$148,519.44
19	614 - 734	\$84,793.68	\$105,986.88	\$127,200.96
18	519 - 613	\$74,687.76	\$93,291.84	\$111,916.80
17	439 - 518	\$66,189.60	\$82,705.68	\$99,221.76
16	371 - 438	\$58,902.48	\$73,706.40	\$88,113.60
15	314 - 370	\$52,742.88	\$65,939.04	\$79,114.32
14	269 - 313	\$47,815.20	\$59,779.44	\$71,722.80
13	228 - 268	\$43,639.20	\$54,475.92	\$65,312.64
12	192 - 227	\$38,815.92	\$48,546.00	\$58,276.08
11	161 - 191	\$34,890.48	\$43,639.20	\$52,387.92
10	135 - 160	\$32,990.40	\$41,217.12	\$49,422.96
9	114 - 134	\$31,361.76	\$34,535.52	\$41,488.56

Mr. Chairman and Members of the Tazewell County Board:

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

### \_\_\_\_\_\_

#### RESOLUTION

WHEREAS, the County's Risk Management Committee recommends to the County Board to authorize the County's Worker's Compensation, Property, Automobile, Liability, et al. Insurance contracts effective December 01, 2024; and

WHEREAS, the County entered into an insurance broker service agreement with Envision Insurance Group for property and casualty insurance programs in RM-23-06, which includes the fiscal year 2025 plan year; and

WHEREAS, the nature of the insurance industry and process of obtaining comprehensive liability insurance quotes is such that attempts to obtain price quotes from a variety of providers through the statutory competitive bidding processes would actually result in a less competitive market for purchasing; and

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

WHEREAS, Envision Insurance Group sought pricing from multiple vendors that were unwilling to supply pricing due to either not being competitive in pricing with the current providers or not willing to provide coverage with the law enforcement function; and

WHEREAS, Envision Insurance Group recommends continuing with the current providers, which includes the following:

Travelers	Property, liability, auto, inland marine, and umbrella	\$397,527
IPRF	Worker's compensation	\$143,397
Victor	Cyber liability	\$44,925
CRC	Nurses professional liability	\$2,889
Pekin Insurance	Public officials bonds	\$428

Total \$589,166

potential changes of coverage.
THEREFORE BE IT RESOLVED that the County Board approves this recommendation and authorizes the County Board Chairman to sign the necessary documents.
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Treasurer, Human Resources, Finance Office, and the Auditor of this action.
PASSED THIS 30 <sup>th</sup> DAY OF OCTOBER, 2024.
ATTEST:

Tazewell County Board Chairman

Tazewell County Clerk

# Premium Quotation

**Insured: Tazewell County** 

Insurer: Travelers Insurance Company/IPRF/State National Ins Co/Landmark American

Policy Term: 12/1/2024 – 12/1/2025

Coverage	<b>Expiring Premium</b>	Renewal Premium
Property	\$80,157	\$111,909
Crime	\$2,903	\$2,390
Inland Marine	\$6,027	\$6,101
General Liability	\$25,383	\$29,975
Employment Practices Liability	\$96	\$47
Law Enforcement Liability	\$73,506	\$83,797
Public Entity Management Liability	\$17,622	\$18,900
Public Entity Employment-Related Practices Liability	\$20,959	\$21,240
Auto Liability	\$22,569	\$26,857
Auto Physical Damage	\$10,916	\$11,157
Umbrella	\$68,301	\$85,154
Cyber Liability	\$44,925	\$44,925
Workers Compensation	\$164,323	\$143,397
Public Official Bonds Supervisor of Assessments Veterans Asst Comm Superintendent Sheriff State's Attorney Auditor County Clerk/Recorder	\$428	\$428
Nurse's Professional Liability	\$2,889	\$2,889
Total Annual Premium:	\$541,004	\$589,166

#### **DEDUCTIBLE AGREEMENT**

This Deductible Agreement ("Agreement") is made and entered into by and between the ILLINOIS PUBLIC RISK FUND, an Illinois Not-For-Profit Corporation, operating as a self-insured risk pool for Illinois public entities ("Fund"), and <u>Tazewell County.</u>

#### Recitals

WHEREAS, the Fund has accepted the Member for membership and the Member has accepted membership in the Fund subject to the Fund's Pooling Agreement and By-Laws; and

WHEREAS, consistent with the Pooling Agreement and By-Laws, the Fund offers its Members an optional Deductible Plan, and the undersigned Member has enrolled in the Deductible Plan subject to the terms and conditions of this Deductible Agreement; and

WHEREAS, the Fund offers its Deductible Plan strictly as a convenience to its Members to enable the Members enrolled in the Deductible Plan to pay promptly when due the compensation and other benefits, including medical benefits, required of Members by the Illinois Workers Compensation Act and Illinois Workers Occupational Diseases Act; and

WHEREAS, the Fund and the undersigned Member each acknowledge and agree that the Deductible Plan is in no way intended, shall not operate, and shall in no way be construed as making the Fund liable for the payment of all or any portion of the Deductible Amount, as defined herein, and that the undersigned Member shall remain liable for payment of the Deductible Amount in its entirety under all circumstances; and

WHEREAS, nothing in this Agreement shall change or alter any of the obligations of either the Fund or the Member under the Pooling Agreement and By-Laws.

**NOW, THEREFORE**, in consideration of the recitals stated above, which are incorporated into this Agreement, and the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. INCORPORATION OF RECITALS.

The recitals specified above are hereby incorporated into the body of this Agreement by this reference.

#### 2. TERM.

The Term of this Agreement shall be for the period beginning on  $\frac{12/01/2024}{2025}$  and terminating on  $\frac{12/01/2025}{2025}$ .

#### 3. **DEDUCTIBLE PLAN.**

- (A) For each claim tendered to and covered by the Fund, the Fund will pay on the Member's behalf, as a convenience to the Member, the Deductible Amount identified in Section 4 below. The Deductible Amount shall not include the Fund's loss adjustment expense, if any, allocated to a claim.
- (B) The Fund shall issue an invoice to the Member, specifying the amount of the Deductible Amount paid by the Fund on Member's behalf for covered expenses (the "Deductible Amount Invoices") on a:

[x] Quarterly basis (March 31, June 30, September 30 and December 31) Monthly basis

If at any time during the Term of this Agreement a notice of cancellation is issued to the Member for non-payment of any amounts due to the Fund, then notwithstanding any contrary language contained in this Section 3(B), the Deductible Amount Invoices will be sent to the Member monthly for the remainder of the Term.

(C) Within 10 days of receipt of the invoice identified in Section 3(B) above, Member shall reimburse the Fund for all amounts paid as identified in the invoice. Member's failure to timely reimburse the Fund will be considered an event of default under this Agreement and under the Fund's Pooling Agreement and By-Laws.

#### 4. DEDUCTIBLE AMOUNT.

The deductible amount (the "Deductible Amount") is \$\frac{\$400,000}{}\$ for each claim or accident occurring during the Term of this Agreement.

#### 5. REMEDIES.

In addition to the remedies provided in the Pooling Agreement and By-Laws, including, but not limited to, termination of the Member's membership in the Fund, should the Member default in its obligations under this Agreement, the Fund shall be entitled to seek all available remedies in law or in equity without limitation, and in addition, the Fund, in its discretion, may (i) terminate this Agreement without further notice; and (ii) may cease all future or further payments of the Deductible Amount on the Member's behalf.

#### 6. INDEMNIFICATION, DEFEND AND HOLD HARMLESS.

Member hereby agrees to indemnify, defend and hold harmless the Fund as required by the Pooling Agreement and By-Laws.

#### 7. WAIVER.

No course of dealing between the Fund and Member, nor any failure or delay by the Fund to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall

any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

#### 8. SEVERABILITY.

If any provision of this Agreement is held invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, then such provision shall thereupon be deemed modified only to the extent necessary to render the same valid, or not applicable to the given circumstances, or excised from this Agreement, as the situation may require, and this Agreement shall be construed and enforced as if such provision had been included therein as so modified in scope or application, or had not been included herein, as the case may be.

#### 9. ENTIRE AGREEMENT.

This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings among the parties with respect to the Fund's Deductible Plan.

#### 10. AMENDMENTS.

This Agreement shall not be amended except by written instrument signed by the Fund.

#### 11. COURT COSTS AND ATTORNEYS' FEES.

The prevailing party in any legal action taken to enforce the terms of this Agreement shall be entitled to recover its court costs and attorneys' fees from the opposing party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below to be effective beginning 12/01/2024.

	ILLINOIS PUBLIC RISK FUND
Date:	By:
	Title:
	MEMBER
Date:	By:
	Title:

#### RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 72S ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Tazewell County Board, in regular session, this  $\underline{30th}$  day of  $\underline{October}$ ,  $20\underline{24}$  does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney, prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this County by a court having jurisdiction, this County will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Tazewell County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2024 and ending November 30, 2025, by hereby appropriating the sum of \$41,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.

30th	Passed and adopted by theday of <u>October</u>	20 <u>24</u> .	razewell County, Illinois, this	
			Chairman	
ATTEST:				
	County Clerk			



## STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

PATRICK J. DELFINO DIRECTOR

September 9, 2024

BEN GOETTEN CHAIRMAN

DAVID J. ROBINSON

CHIEF DEPUTY DIRECTOR

DEPUTY DIRECTORS

SECOND DISTRICT

THOMAS D. ARADO THIRD DISTRICT

DAVID J. ROBINSON FOURTH DISTRICT

PATRICK D. DALY

BOARD OF GOVERNORS

FIRST DISTRICT:

KIMBERLY M. FOXX STATE'S ATTORNEY COOK COUNTY

COOK COUNTY

SECOND DISTRICT:

PATRICK D. KENNEALLY STATE'S ATTORNEY McHENRY COUNTY

> ERIC WEIS STATE'S ATTORNEY KENDALL COUNTY

> > THIRD DISTRICT:

ROBERT BERLIN STATE'S ATTORNEY Dupage County

JOSEPH R. NAVARRO STATE'S ATTORNEY LaSALLE COUNTY

FOURTH DISTRICT:

BEN GOETTEN STATE'S ATTORNEY JERSEY COUNTY

J. HANLEY STATE'S ATTORNEY WINNEBAGO COUNTY

GRAY HERNDON NOLL STATE'S ATTORNEY MORGAN COUNTY

FIFTH DISTRICT:

JAMES GOMRIC STATE'S ATTORNEY ST. CLAIR COUNTY

JUSTIN HOOD STATE'S ATTORNEY HAMILTON COUNTY ...........

Honorable Kevin E. Johnson Tazewell County State's Attorney Tazewell County Courthouse 342 Court Street, Suite 6 Pekin, Illinois 61554

Dear State's Attorney Johnson:

At its regularly scheduled Board Meeting, the Board of Governors of the State's Attorneys Appellate Prosecutor reviewed in detail the county contributions needed for the upcoming period of December 1, 2024, to November 30, 2025.

Because of severe budgeting constraints and anticipated reductions in drug forfeitures, the Board voted unanimously to increase county contributions per enclosed Attachment A.

This will be the first increase for all counties since 2019.

This Agency will continue in its goal to provide the highest quality legal services in the most professional and effective manner. This includes the complete handling of appeals (including SAFE-T Act appeals), serving as special prosecutor when needed, providing tax objection services, and offering comprehensive continuing legal education programs to assist all prosecutors in meeting their mandatory requirements.

We are sending you the new invoice statement and a resolution. The resolution serves as the official contract between your county and our Agency. Because of audit requirements, we must have a signed copy of the resolution without any changes being made. Unless you send the signed resolution, we are unable to provide any legal services to your county.

When the resolution is approved, kindly return a fully executed copy to our Chief Fiscal Officer, Gloria Mundy.

As always, thank you for your active participation and support.

Please let me know if you have any questions or need any additional information.

Very truly yours,

Patrick J. Delfino Director

www.ilsaap.org

# FY25 County Contributions Based on 2020 U.S. Census Information

<u>Population</u>	FY25 New Amount	FY24 Current Amount	Increase
500,000 & over	\$55,000	\$49,000	\$6,000
200,000 - 499,999	\$47,000	\$42,000	\$5,000
114,000 - 199,999	\$41,000	\$37,000	\$4,000
65,000 - 113,999	\$31,000	\$28,000	\$3,000
50,000 - 64,999	\$25,000	\$22,000	\$3,000
37,500 - 49,999	\$21,000	\$18,000	\$3,000
30,000 - 37,499	\$18,000	\$15,000	\$3,000
23,000 - 29,999	\$12,000	\$9,000	\$3,000
14,500 - 22,999	\$10,000	\$8,000	\$2,000
9,000 - 14,499	\$7,500	\$5,500	\$2,000
6,200 - 8,999	\$5,000	\$4,000	\$1,000
0 - 6,199	\$3,500	\$2,500	\$1,000

PATRICK J. DELFINO DIRECTOR

BEN GOETTEN CHAIRMAN

September 9, 2024

Honorable Kevin E. Johnson Tazewell County State's Attorney Tazewell County Courthouse 342 Court Street, Suite 6 Pekin, Illinois 61554

> COLLECTION OF COUNTY MATCHING FUNDS December 1, 2024 - November 30, 2025

County contribution for participation in the State's Attorneys Appellate Prosecutor's Program.

AMOUNT DUE:

\$41,000

Make check payable to <u>State's Attorneys Appellate Prosecutor's County Fund</u> and remit to:

Gloria Mundy Chief Fiscal Officer State's Attorneys Appellate Prosecutor 725 South Second Street Springfield, Illinois 62704

For questions please contact Gloria Mundy at 217-782-1632 or gmundy@ilsaap.org.

PLEASE NOTE: A signed resolution must be returned to the Agency as soon as possible. The resolution serves as your contract with the Agency and must be kept by the Agency for auditing purposes.

PLEASE SUBMIT PAYMENT TO THE AGENCY FOR YOUR <u>COUNTY CONTRIBUTIONS ONLY</u> ... do not include payment for any other billing statement such as for special prosecution charges, cannabis fines, etc.

# **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 that the Chairman be authorized to enter into an agreement for the supply of electricity for the County's facilities; and				
WHEREAS, the electricity supply is a utility commodity with prices that can change daily, and in order to capture the best rates, action must be often be taken in a short timeframe to capture prices and resulting cost savings, making the purchase of electricity supply not conducive to the standard competitive bid process; and				
WHEREAS, Good Energy, L.P., has expert knowledge and awareness of such prices and serves as the agent for Tazewell County accounts with regard to purchasing utility supply; and				
WHEREAS, Good Energy, L.P. has sought preliminary pricing as shown on the attachment and recommends entering into a fixed price agreement for 100% of the electricity supply for four to five years; and				
WHEREAS, Good Energy, L.P. will monitor electricity supply pricing and select a day for formal bid pricing, with the intention of multiple suppliers providing pricing; and				
WHEREAS, based on the bids received, Good Energy, L.P. will make a recommendation to the County Board Chairman and County Administrator.				
THEREFORE BE IT RESOLVED that the Tazewell County Board Chairman or County Administrator is hereby authorized by the Tazewell County Board to sign the necessary documents to conduct the bid process and accept a proposal; and				
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.				
PASSED THIS 30 <sup>th</sup> DAY OF OCTOBER, 2024.				
ATTEST:				

Tazewell County Board Chairman

Tazewell County Clerk



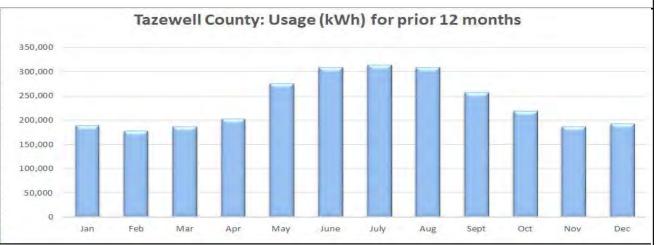
# A Smarter Way to Buy Energy



Legal Entity Name:	Tazewell County
Market	MISO
Utility - State	Ameren-IL
Number of Accounts:	10
Pricing-Product Type:	INDICATIVE: FIXED Electric

Pricing Date:	October 17, 2024
Good Energy Rep:	Jerod McMorris
Contact Phone:	(309) 369-6352
Contact Email:	jerod@goodenergy.com
Prepared by:	Angie Ward

Month	kWh
Jan	190,646
Feb	178,880
Mar	187,900
Apr	203,612
May	275,908
June	310,000
July	314,636
Aug	310,165
Sept	257,874
Oct	219,909
Nov	187,240
Dec	193,791
Total Usage/Yr	2,830,561

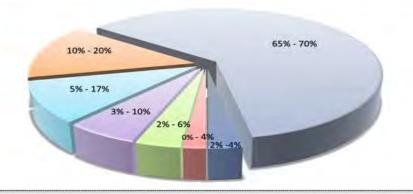


	Competitive FIXED Supply Cost per kWh					
Start Date	Jan-25	Jan-25	Jan-25	Jan-25		
End Date	Jan-26	Jan-27	Jan-28	Jan-29		
Contract Term (Months)	12	24	36	48		
Estimated kWhs	2,830,561	5,661,122	8,491,683	11,322,244		
Homefield Energy	\$0.08159	\$0.08384	\$0.08717	\$0.08871		
Direct Energy/NRG	\$0.07960	\$0.08278	\$0.08552	\$0.08760		
Constellation Energy	\$0.08245	\$0.08573	\$0.08752	\$0.08755		

t Energy/NRG 0.07960	Direct Energy/NRG \$0.08278	Direct Energy/NRG \$0.08552	Constellation Energy
	\$0.08278	\$0.08552	\$0.09755
		70.000	ŞU.U6/33
0.09020	\$0.09020	\$0.09020	\$0.09020
0.01060	\$0.00742	\$0.00468	\$0.00265
12%	8%	5%	3%
30,007.11	\$21,005.93	\$13,250.19	\$7,504.15
0,007.11	\$42,011.86	\$39,750.58	\$30,016.61
3	30,007.11 <b>30,007.11</b>	<b>12% 8%</b> 30,007.11 \$21,005.93	12%     8%     5%       30,007.11     \$21,005.93     \$13,250.19       30,007.11     \$42,011.86     \$39,750.58

# **General Summary of Supply Costs**

Components of Elec	tricity Cost
Energy	65% - 70%
Congestion/Basis	10% - 20%
Capacity	5% - 17%
Misc.	3% - 10%
Ancillary Services	2% - 6%
Renewables	0% - 4%
Load Following	2% - 4%



**Disclaimer:** This proposal is not a binding offer or contract for the sale of electricity and/or natural gas and related services between the Parties. Either Party may terminate discussions regarding this proposal at any time. All costs and prices are indicative and are exclusive of Utility charges and State and Local Taxes. These charges will vary each month based on the usage/load profile and aggregated costs for each account.

#	Account Number	Utility (LDC)	Rate Class	Service Address	City	State	Zip
1	0245116002	Ameren	DS2	21308 IL RT 9 South BLDNG	Tremont	Illinois	61568
2	0432120171	Ameren	DS2	11 South Fourth Street Suite 432	Pekin	Illinois	61554
3	4109289052		DS3	11 South Fourth Street Suite 432	Pekin	Illinois	61554
4	5201369932		DS2	21314 IL RT 9	Tremont	Illinois	61568
5	5918993212		DS2	21304 IL RT 9	Tremont	Illinois	61568
6	6141434333	Ameren	DS3	101 S. Capitol Street	Pekin	Illinois	61554
7	6185244009	Ameren	DS2	21308 IL RT 9	Tremont	Illinois	61568
8	8326332652	Ameren	DS2	21306 IL RT 9	Tremont	Illinois	61568
9	9337035532	Ameren	DS2	11 South Fourth Street Suite 432 11 South Fourth Street Suite	Pekin	Illinois	61554
10	9569812254	Ameren	DS2	432	Pekin	Illinois	61554

# **COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:
Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:
RESOLUTION
WHEREAS, the Executive Committee recommends to the County Board to authorize the 4 <sup>th</sup> quarterly payment for 2024 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and
WHEREAS, Resolution E-24-14 approved an agreement with GPEDC for twelve months from January 1, 2024 through December 31, 2024; and
WHEREAS, Tazewell County agreed to pay the Greater Peoria Economic Development Council quarterly installments for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance.
THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 4 <sup>th</sup> quarter investment for 2024.
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council, Finance, and the Auditor of this action.
PASSED THIS 30 <sup>th</sup> DAY OF OCTOBER, 2024.
ATTEST:

Tazewell County Board Chairman

Tazewell County Clerk

#### INVOICE

Greater Peoria Economic Development Council 201 SW Adams St Peoria, IL 61602-1407 csetti@greaterpeoriaedc.org +1 (309) 495-5910



# ;Tazewell County Treasurer

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

#### Invoice details

Invoice no.: 2024\_07-8.4

Terms: Net 60

Invoice date: 10/01/2024 Due date: 11/30/2024

Description		Amount
2024 Investment 4 of 4		\$18,750.00
Ways to pay	Total	\$18,750.00

BANK

View and pay

#### View invoice online

Scan code or go to the link below to view the invoice online <u>View invoice</u>



# Tazewell County Monthly Resolution List - October 2024

Page 1 of 1

RES#	Account	Туре	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
	0004047		KIM MONTGOMERY	10-10-34-200-009	838.00	0.00	0.00	88.00	450.00	0.00	300.00
10-24-001 10-24-002	0624047 0624048	SAL SAL	KIM MONTGOMERY	10-10-34-200-027	838.00	0.00	0.00	88.00	450.00	0.00	300.00
				Totals	\$1,676.00	\$0.00	\$0.00	\$176.00	\$900.00	\$0.00	\$600.00
								Clerk Fees		\$0.00	
						Re	corder/Sec	of State Fees		\$176.00	
							To	otal to County		\$776.00	

Committee Members



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

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

**CINCINNATI TOWNSHIP** 

PERMANENT PARCEL NUMBER: 10-10-34-200-009

As described in certificates(s): 202000798 sold October 2021

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

WHEREAS, KIM MONTGOMERY, has bid \$838.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$838.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this	day of	
ATTEST:		
CLERK	<del></del>	COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-24-001



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

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

CINCINNATI TOWNSHIP

PERMANENT PARCEL NUMBER: 10-10-34-200-027

As described in certificates(s): 202000799 sold October 2021

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

WHEREAS, KIM MONTGOMERY, has bid \$838.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$838.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this	day of		
ATTEST:			
CLERK		COUNTY BOARD CHAIRMAN	

SALE TO NEW OWNER

#### **COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

#### **RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Decommissioning Agreement for Bungalow, LLC; and

WHEREAS, the 4.99 MW solar farm was approved by the Zoning Board of Appeals for Special Use on November 4<sup>th</sup>, 2020 to be located on approximately 56.2 acres located at 850 E Lakeland Rd. in Morton 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

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

PASSED THIS 30th DAY of October, 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:** October 17, 2024

SUBJECT: Decommissioning Plan – Bungalow Solar, LLC

Please find attached the Decommissioning Agreement for Bungalow Solar, LLC, the 4.99MW solar farm approved by ZBA for Special Use November 4<sup>th</sup>, 2020, with a four-year implementation deadline. The site is located at 850 E Lakeland Rd. in Morton Township on approximately 56.2 acres.

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.

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

JW

11 South Fourth Street  $^{\sim}$  McKenzie Building  $^{\sim}$  Suite 400  $^{\sim}$  Pekin, Illinois 61554

Phone: (309) 477-2235 ~ Fax: (309) 477-2358 ~ E-Mail: jworkman@tazewell-il.gov

# **DECOMMISSIONING PLAN**

for

# SE of E Lakeland Rd. and N Main St. Morton Township, Illinois

Prepared For:

Cypress Creek Renewables, LLC 3402 Pico Blvd, Suite 215 Santa Monica, CA 27713

Prepared By:

Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C. 200 West Madison, Suite 1920 Chicago, IL 60643

August 23rd, 2024

LANGAN

Project No.: 541047001

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7	Pern	mit and Approvals	7

# 1 Project Summary

The Applicant, Bungalow Solar, LLC, is proposing to develop 56.2 acres of a 136.5-acre agricultural property located southeast of E Lakeland Road and N Main Street in Tazewell County. The site is bounded by Norfolk and Southern Railroad and E Lakeland Road to the north, agricultural property to the east, south and west. The property is currently agricultural and wooded.

The project, Bungalow Solar, is a 4.99MW large-scale solar energy system that consists of solar racks, access driveway, perimeter fencing and stormwater management practices. Access to the site is provided by a 20-foot wide driveway from E Lakeland Road.

# 2 Decommissioning

Decommissioning will occur as a result of any of the following conditions:

- The land lease expires or is terminated; or
- The solar energy system (SES) does not produce power for a period of 12 consecutive months.

The site activity impacts will be similar to the construction phase, but in reverse sequence. Decommissioning of electrical devices, equipment and wiring/cabling will be conducted in accordance with local, municipal, state, and federal standards and regulations. Electrical decommissioning will include obtaining the required permits and following procedures before deenergizing, isolating, and disconnecting electrical devices, equipment and wiring/cabling.

The procedures will include the following:

- The creation of temporary work areas. In order to provide sufficient area for the laydown of the disassembled panels and racking and loading onto trucks, gravel will be placed on a clear, level area that is accessible.
- Equipment will include, at a minimum:
  - The use of cranes to remove the panels, racking, inverters, and transformers.
  - o The use of trucks for removal of panels, racking, inverters, and transformers.
- Driveways will be removed unless the property owners want them left in place. The
  gravel will be removed and replaced with clean soil for reuse by the landowner for
  agricultural or other purposes.

Erosion and sediment control measures, similar to those used during construction will be implemented and maintained by the trained contractor.

# 2.1 Dismantling PV Modules, Racks and Supports

Modules will be disconnected, removed from the racks, packaged and transported to a designated location for resale, recycling or disposal. If the modules are not to be reused in a different location, the glass and silicon will be reclaimed, and the aluminum frames will be recycled. Any disposal or recycling will be done in accordance with local standards and



requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected and removed.

The steel lattice racks supporting the modules will be unbolted and disassembled using standard hand tools, possibly assisted by a small portable crane. The vertical steel posts supporting the racks and steel support posts (driven or screwed) will be completely removed by mechanical equipment and transported off-site for salvage (driven piles) or reuse (screw piles).

Any demolition debris that is not salvageable will be transported by truck to an approved offsite disposal area. Other salvageable equipment and/or material will be removed from the site for resale, scrap value or disposal depending on market conditions.

# 2.2 Dismantling Electrical Equipment and Foundations

Decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, municipal, state, and federal standards and regulations. Electrical decommissioning will include obtaining the required permits, and following before de-energizing, and disconnecting electrical devices, equipment and wiring/cabling.

Decommissioning will require dismantling and removal of the electrical equipment, including inverters, transformers, underground cables and overhead lines, the prefabricated inverter enclosures and substation electrical building. The equipment will be disconnected and transported off-site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site; and smaller pre-cast concrete support pads will be removed intact by cranes and loaded onto trucks for reuse or be broken up and hauled away by dump trucks.

Prior to removal of the transformers, the oil will be pumped into a separate industry approved disposal container and sealed to prevent any spill during storage and/or transportation. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

# 2.3 Dismantling Driveways

The gravel may be removed or left in place at the property owner's request. If removed, the gravel will be placed in dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction will then be aerated using a tractor with disk attachment to restore the soil structure and aerate the soil. Clean topsoil would be replaced over this area, from where it may have been temporarily stored elsewhere onsite by dump truck, to match the surrounding grade. Depending upon the time of year and the planned use of the land, the area will be returned to its pre-construction condition.

# 2.4 Other Components

Unless retained for other purposes, and at the request of the property owners, removal of other facility components from the site will be completed, including but not limited to surface drains, culverts, and fencing. Anything deemed usable shall be recovered and reused. Other remaining



components will be considered as waste and managed according to local, municipal, state, and federal standards and regulations. For safety and security, the security fence will be the final component dismantled and removed from the site.

# 2.5 Department of Agriculture

The Illinois Department of Agriculture (IDOA) requires that above ground structures be removed if the use of the solar arrays is discontinued. Areas previously used for agricultural production, according to recommendations by the landowner, the Soil and Water Conservation District, and the Department of Agriculture and Markets be restored.

Concrete piers, footers or other supports will be removed to a depth of 5 feet below the soil surface. Underground electric lines will be removed. Access roads in agricultural areas will be removed, unless otherwise specified by the landowner.

# 3 Erosion and Sediment Control Plan

### 3.1 Erosion and Sediment Control Measures

Temporary erosion and sediment control measures to be used during decommissioning construction generally include the following:

- Stabilized construction access.
- Dust control.
- Temporary soil stockpiles.
- Silt fencing.
- Temporary seeding.

Once decommissioning is completed, disturbed areas shall be final seeded within 14 days after completion of the land disturbing activities. Final site stabilization is achieved when soil-disturbing activities have been completed and a uniform, perennial vegetative cover with a density of 70 percent has been established or equivalent stabilization measures (such as the use of mulches or geotextiles) have been employed on the disturbed unpaved areas and areas not covered by permanent structures.

#### 3.2 Pollution Prevention Controls

Good housekeeping practices are designed to maintain a clean and orderly work environment. Good housekeeping measures shall be maintained throughout the construction process by those parties involved with the direct care and development of the site. The following measures shall be implemented to control the possible exposure of harmful substances and materials to stormwater runoff:

 Soil stockpile locations shall be located away from storm drainage, water bodies or watercourses and surrounded with adequate erosion and sediment control measures. Soil stockpile locations shall be exposed no longer than 14 days before seeding.



- Equipment maintenance areas shall be protected from stormwater flows and shall be supplied with appropriate waste receptacles for spent chemicals, solvents, oils, greases, gasoline, and any pollutants that might contaminate the surrounding habitat or water supply. Equipment wash-down zones shall be within areas draining to sediment control devices.
- 3. The use of detergents for large-scale (e.g., vehicles, buildings, pavement surfaces) washing is prohibited.
- 4. Material storage locations and facilities (e.g., covered storage areas, storage sheds) shall be on-site and shall be stored according to the manufacturer's standards in a dedicated staging area. Chemicals, paints, solvents, fertilizers, and other toxic material shall be stored in waterproof containers. Runoff containing such materials shall be collected, removed from the site, treated and disposed of at an approved solid waste or chemical disposal facility.
- 5. Portable sanitary waste facilities shall be provided on site for workers and shall be properly maintained.
- 6. Dumpsters or debris containers shall be on site and shall be of adequate size to manage respective materials. Regular collection and disposal of wastes must occur as required.
- 7. Non-stormwater components of site discharge shall be clean water. Water used for construction, which discharges from the site, must originate from a public water supply or approved private well. Water used for construction that does not originate from an approved public supply must not discharge from the site.

# 3.3 Inspections and Maintenance

# 3.3.1 Trained Contractor Requirements

The trained contractor must inspect the erosion and sediment control practices and pollution-prevention measures to verify that they are being maintained in effective operating condition. The inspections will be performed daily in the active work area. If deficiencies are identified, the contractor will begin implementing corrective actions within one business day and must complete the corrective actions by the end of the day.

# 3.3.2 Qualified Inspector Requirements

The owner/operator must have a Qualified Inspector conduct site inspections to verify the stability and effectiveness of protective measures and practices employed during construction. The site inspections will be conducted at least once every seven days.

Inspection reports must identify and document the maintenance of the erosion and sediment control measures. If deficiencies are identified, the contractor will begin implementing corrective actions within one business day and must complete the corrective actions by the end of the day.



# 4 Waste Disposal

As discussed above, the waste generated by the installation, operation and decommissioning of The Project is minimal, and there are no toxic residues. Any wastes generated will be disposed of according to local, municipal, state, and federal standards and regulations of the day with the emphasis of recycling materials whenever possible.

## 5 Restoration of Land

## 5.1 General

The agricultural use of the areas will be restored by:

Site cleanup. Any excavation and/or trenching caused by the removal of building or equipment foundations, rack supports, and underground electrical cables will be backfilled with the appropriate material and leveled to match the ground surface.

Driveways will be removed completely, filled with suitable sub-grade material and leveled. Topsoil will be placed on these areas to restore agricultural capability.

Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.

# 5.2 Department of Agriculture

The Illinois Department of Agriculture (IDOA) requires standards and policies under the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147) to preserve the integrity of Agricultural Land affected by Commercial Solar Energy Facility decommission. These policies were developed in collaboration with agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to form the Agricultural Impact Mitigation Agreement (AIMA). Consult AIMA for the property to follow IDOA restoration procedures.

# 6 Emergency Response and Communications Plans

Prior to initiating any decommissioning activities, Bungalow Solar will notify the local authorities, the public, and relevant government agencies of their intent to decommission The Project. Copies of a detailed emergency response plan, developed in conjunction with the local emergency services, will be distributed to the local municipality prior to the commencement of operations. A plan specific to The Project will be developed during the construction phase of this project and will be applicable to both the operations and decommissioning phases of The Project.

During decommissioning, Bungalow Solar will coordinate with the local authority, the public and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, a sign will be posted at the gate of the facility which will include Bungalow Solar's contact information (telephone number, e-mail and mailing address) should the public have any questions, inquiries or complaints. Inquiries will be directed to Bungalow Solar's primary contact person who will respond to the inquiry accordingly. Inquiries will be logged electronically with the following information: date of question, inquiry or complaint, name, phone number, email address of the individual, response, date of response, and any follow-up issues.



# 7 Permit and Approvals

Decommissioning activities are expected to disturb more than one or more acres of land. Therefore, coverage under the Illinois Environmental Protection Agency (IEPA) General Permit for Stormwater Discharges from Construction Activity (General Permit) latest revision will be required prior to commencement of decommissioning. Coverage is obtained by filing a notice of intent with the IEPA.. Weekly erosion and sediment control inspections will be required to be performed by the qualified inspector while decommissioning activities are occurring. Once decommissioning activities have stopped, and vegetation growth has reached 70% of the ground cover a notice of termination can be filed with IEPA for review and approval.

It is anticipated that the decommissioning will require a Building or Demolition permit obtained from Tazewell County or Morton Township





# ENGINEER'S ESTIMATE OF DECOMMISSIONING COSTS BUNGALOW SOLAR, LLC

Morton Township, IL 61550 Langan Project No. 541047001 October 23, 2024

		DESCRIPTION OF ITEM	QUANTITY	UNIT	L	JNIT COST	T	OTAL COST
I.	DISASSE	EMBLY & DISPOSAL						
		PV Modules (555 W)	11,726	EA.	\$	2.70	\$	31,660.20
	2.0	Inverter(s)	34	EA.	\$	224.00	\$	7,616.00
	3.0	Transformer(s)	2	EA.	\$	280.00	\$	560.00
	4.0	Racking Frame (tracker)	160	EA.	\$	20.70	\$	3,312.00
	5.0	Racking Posts	1,964	EA.	\$	6.20	\$	12,176.80
	6.0	LV Wiring	11,819	LF	\$	0.80	\$	9,455.33
	7.0	MV Wiring	11,444	LF	\$	0.42	\$	4,806.62
	8.0	Fiber Optic Cable	1,629	LF	\$	0.68	\$	1,107.72
	9.0	Fence	5,276	LF	\$	1.96	\$	10,339.98
	10.0	Concrete	14	CY	\$	103.00	\$	1,442.00
	11.0	Asphalt	131	CY	\$	95.00	\$	12,478.95
	12.0	Gravel	1,402	CY	\$	19.00	\$	26,638.00
	13.0	General Conditions	6.5	MW	\$	2,262.00	\$	14,703.00
						SUBTOTAL	\$	136,296.61
I.	SITE RES	STORATION						
	1.0	Re-Seeding (drives & array area)	33	AC	\$	1,500.00	\$	49,500.00
	2.0	Re-Grading (drives only)	1,402	CY	\$	4.10	\$	5,748.20
						SUBTOTAL	\$	55,248.20
III.	SALVAG	E						
	1.0	PV Modules (555 W)	11,726	EA.	\$	10.30	\$	120,780.00
	2.0	Inverter(s)	34	EA.	\$	576.00	\$	19,580.00
	3.0	Transformer(s)	2	EA.	\$	850.00	\$	1,700.00
	4.0	Racking Frame (tracker)	99,840	LBS.	\$	0.07	\$	6,990.00
	5.0	Racking Posts	324,060	LBS.	\$	0.07	\$	22,680.00
	6.0	LV Wiring	14,656	LBS.	\$	1.10	\$	16,120.00
	7.0	MV Wiring	14,191	LBS.	\$	0.57	\$	8,090.00
	8.0	Fence	81,084	LBS.	\$	0.07	\$	5,675.88
						SUBTOTAL	\$	201,615.88
IV.	NET DEC	COMMISSIONING COSTS						
		Disassembly, Disposal & Site Resto	ration				\$	191,544.81
		Disassembly, Disposal & Site Resto	ration (40 years @ 5	.64% infla	ation	rate)	\$	1,719,515.45
		Salvage Value (40 years @ 2.0% infl	ation rate)				\$	445,175.86
		Net Decommissioning Costs					\$	1,274,339.59



# ENGINEER'S ESTIMATE OF DECOMMISSIONING COSTS BUNGALOW SOLAR, LLC

Morton Township, IL 61550 Langan Project No. 541047001 October 23, 2024

#### NOTES:

- 1. This Engineer's estimate is based on a set of plans titled "Bungalow Solar LLC", prepared by CCR.
- 2. This Engineer's estimate represents an opinion of the probable costs of construction, within a reasonable degree of certainty. It is based on our experience and qualifications as an engineer and shall be deemed to represent our opinion and judgment. This estimate does not guarantee the cost of labor, material, or equipment, nor the means, methods and procedures of the Contractor's work as determined by the Contractor and/or Owner, nor the competitive bidding submissions. This estimate cannot and does not guarantee that proposals, bids or actual costs will be the same as or within any specific percentage of this estimate of probable construction cost.

#### ASSUMPTIONS/EXCLUSIONS:

- 1. This estimate does not include permit/application fees or potential environmental remediation costs.
- 2. Quantities for Line Items #I.6.0, I.7.0, and I.8.0 are estimates. The electrical wiring design has not been completed.
- 3. Line item #I.9.0 includes removal of fence and all appurtenances, including but not limited to footings, posts and barbed wire.
- 4. Line item #II.1.0 includes re-seeding of the driveway area (after stone removal), concrete pads and reseeding of the array area if required as a result of decommissioning.
- 5. Line item #II.2.0 includes filling of the roadbed (after road stone removal).
- 6. The Dissembly, Disposal & Site Restoration inflation rate was calculated using the average inflation rate of CPI-U of the three prior calendar years.

Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.

Contra Mos	10/23/2024
Andrew Uttan, PE	Date
Associate Principal/VP	



## **COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

PASSED THIS 30th DAY of October 2024

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 SolAmerica Energy, LLC; and

WHEREAS, the 2 MW solar farm was approved by the Zoning Board of Appeals for Special Use on August 30th, 2023 and extension granted August 28<sup>th</sup>, 2024 to be located on approximately 18 acres located at 21373 IL Route 122 Delavan 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

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

.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
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:** October 17, 2024

SUBJECT: Decommissioning Plan – SolAmerica, LLC

Please find attached the Decommissioning Agreement for Bungalow Solar, LLC, the 2MW solar farm approved by ZBA for Special Use November 4<sup>th</sup>, 2020, with a four-year implementation deadline. The site is located at 21373 IL Route 122 in Delavan Township on approximately 18 acres.

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.

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



# Halsey Solar Facility Decommissioning Plan

September 2024



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#### 1. Introduction

SolAmerica proposes to build a photovoltaic (PV) solar facility in Delavan, Tazewell County, IL, (the "Solar Facility"). The Solar Facility is planned to have a nameplate capacity of approximately 2 megawatts (MW) alternating current (AC) and be built on 18 acres of private land (the "Facility Site").

This Decommissioning Plan ("**Plan**") provides an overview of activities that will occur during the decommissioning phase of the Solar Facility, including activities related to removal of the Solar Facility, the restoration of land, and the management of materials and waste.

The Solar Facility will have an anticipated lifespan of at least 30 years. This Plan assumes that a Solar Facility will be dismantled, and the Facility Site restored to a state similar to its pre- construction condition at its maturity date. The Plan also covers the case of the abandonment of a Solar Facility, for any reason, prior to the maturity date.

Decommissioning of the Solar Facility will include the disconnection of the Solar Facility from the electrical grid and the removal of all Solar Facility components, including photovoltaic (PV) modules, racking, inverters, transformers, electrical equipment, wiring cables, and perimeter fence.

This Decommissioning Plan is based on current best management practices and procedures. This Plan may be subject to revision based on new standards and emergent best management practices at the time of decommissioning. Permits will be obtained as required and notification will be given to stakeholders prior to decommissioning.



## 2. Contact Information

Contact information for this Plan is as follows:

Full Name of Project Owner Developer	SolAmerica Energy, LLC
Contact Name	Pete Corbett
Address	190 Ottley Drive N.E. Studio H Atlanta, GA 30324
Telephone	O: 404.351.8175 M: 404.518.7039
Email	pcorbett@solamericaenergy.com

## 3. Project Information

Address / Parcel IDs	21373 IL Route 122 Delavan, IL 61734/ 21-21-11-100-002
Project Size (Estimated)	18 Acres
Landowner	Sean & Jenna Halsey
Own / Lease	Lease

## 4. <u>Decommissioning of the Solar Facility</u>

At the time of decommissioning, the components of the Solar Facility will be removed, reused, recycled, sold for scrap, or otherwise disposed of. The Facility Site will be restored to a state similar to its preconstruction condition (less trees). All removal of equipment will be done in accordance with any applicable regulations and manufacturer recommendations. All applicable permits will be acquired.



#### 4.1. Equipment Dismantling and Removal

Generally, the decommissioning of a Solar Facility proceeds in the reverse order of the installation along the following steps.

- 1. The Solar Facility shall be disconnected from the utility power grid.
- 2. PV modules shall be disconnected, collected, and sold for scrap, recycled at an approved solar module recycler, reused / resold on the market, or otherwise disposed of in accordance with best practices. Although the PV modules will not be cutting edge technology at the time of decommissioning, they will still produce power for many years.
- 3. All aboveground and underground electrical interconnection and distribution cables shall be removed and sold for scrap or disposed or recycled at an approved recycler.
- 4. Galvanized steel PV module support and racking system support posts shall be removed to a depth of at least 4 feet beneath the ground and sold for scrap or disposed / recycled at an approved recycler.
- 5. Electrical and electronic devices, including transformers and inverters shall be removed and sold for scrap or disposed /recycled at an approved recycler. Remaining components will be disposed of in accordance with the standards of the day. The small amount of oil from the transformers will be removed on-site to reduce the potential for spills and will be transported to an approved facility for disposal.
- 6. Fencing shall be removed and shall be sold for scrap or disposed /recycled at an approved recycler.
- 7. Concrete foundations will be broken down and taken to a recycling or approved disposal facility.

#### 4.2. Site Restoration

Through the decommissioning phase, the Facility Site will be restored to a state similar to its preconstruction condition (without trees). Rehabilitated lands may be seeded to help stabilize soil conditions, enhance soil structure, and increase soil fertility.

## 4.3. <u>Decommissioning During Construction or Abandonment Before Maturity</u>

The Solar Facility will be considered abandoned if it is out of service or otherwise not producing electricity for a period of 12 months. In case of abandonment of the Solar Facility during



construction or before its maturity, the same decommissioning procedures as for decommissioning after ceasing operation will be undertaken and the same decommissioning and restoration program will be honored, in as far as construction proceeded before abandonment. The Solar Facility will be dismantled, materials removed and disposed, the soil that was removed will be graded and the site restored to a state similar to its preconstruction condition.

## 4.4. <u>Decommissioning Notification</u>

Decommissioning activities may require the notification of stakeholders given the nature of the works at the Facility Site. The local municipality, in particular, will be notified prior to commencement of any decommissioning activities. In addition, the county is granted the right of access to the site, pursuant to reasonable notice, to effect or complete decommissioning.

## 4.5. Approvals

Well-planned and well-managed renewable energy facilities are not expected to pose environmental risks at the time of decommissioning. Decommissioning of a Solar Facility will follow standards of the day, and required permits will be obtained prior to decommissioning from local, state, and federal entities, as applicable.

#### 4.6 Financial Assurance

The financial resources for decommissioning shall be in the form of a surety bond or shall be deposited in an escrow account with an escrow agent acceptable to the Planning and Zoning Administrator before construction commences. A written escrow agreement will be prepared, establishing upon what conditions the funds will be dispersed. The County shall have access to the escrow account funds for the expressed purpose of completing decommissioning if decommissioning is not completed by SolAmerica within six months of the end of project life or abandonment. The county is granted the right to seek injunctive relief to effect or complete decommissioning, as well as he county's right to seek reimbursement from the applicant or applicant successor for decommissioning costs in excess of the amount deposited in escrow and to file a lien against any real estate owned by the applicant or applicant's successor, or in which they have an interest, for the amount of the excess and to take all steps allowed by law to enforce said lien.

\* \* \* \* \* \* \* \* \* \* \* \*

This Decommissioning Plan will be updated as necessary in the future to ensure that changes in technology and site restoration methods are taken into consideration.

#### Halsey Solar

#### Tazewell County

#### Decommissioning Estimate Pro Forma w/ Salvage

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. LS = Lump Sum, HR = Hours, EA = Each, LF = Linear Feet.

Item	Quantity	Unit	Unit Price	To	otal Salvage	Total Price (incl. markups)		Total Price
Mobilization	1	LS		\$	-	\$11,340.00	\$	(11,340.00)
Supervision	150	HR	\$93.00	\$	-	\$13,950.00	\$	(13,950.00)
Temporary Facilities	1	LS		\$	-	\$1,370.00	\$	(1,370.00)
Safety	1	LS		\$	-	\$930.00	\$	(930.00)
Legal Expenses	1	LS		\$	-	\$250.00	\$	(250.00)
General Liability Insurance	1	LS		\$	-	\$990.00	\$	(990.00)
Contractor's G&A	1	LS		\$	-	\$1,870.00	\$	(1,870.00)
SWPPP, Erosion Control Measures (Disturbed Area)	8	Ac	\$670.00	\$	-	\$5,360.00	\$	(5,360.00)
Seeding	18	Ac	\$2,087.63	\$	-	\$37,535.59	\$	(37,535.59)
Tilling 6" topsoil/scarifying access road and rough grading existing soil	18	Ac	\$2,262.33	\$	-	\$40,721.94	\$	(40,721.94)
Remove and Recyle Chainlink Fence, 8' High	3,040	LF	\$6.03	\$	1,872.78	\$18,329.11	\$	(16,456.33)
Remove Power Pole	5	EA	\$2,699.00	\$	-	\$13,495.00	\$	(13,495.00)
Removal and Recycle AC Cables	355	LF	\$17.09	\$	61.12	\$6,071.59	\$	(6,010.47)
Removal and Recycle DC Cables	46,514	LF	\$0.28	\$	8,000.46	\$13,077.06	\$	(5,076.60)
Backfill AC and DC trenches	25,527	LF	\$0.96	\$	-	\$24,500.29	\$	(24,500.29)
Remove and Recycle Inverters	1	EA	\$5,120.20	\$	5,400.00	\$5,120.20	\$	279.80
Removed and Recycle Photovoltaic Modules	5,256	EA	\$6.80	\$	37,839.42	\$35,740.80	\$	2,098.62
Remove and Recycle Piles (10' W6x7 piles @ 25' OC assumed )	876	EA	\$8.85	\$	10,792.32	\$7,752.60	\$	3,039.72
Remove and Recycle Support Assemblies	154,324	LB	\$0.08	\$	16,975.60	\$11,975.98	\$	4,999.61
Contaminated Soils Testing	1	LS		\$	-	\$2,000.00	\$	(2,000.00)
Reclamation Monitoring and Maintenance	1	LS		\$	-	\$5,000.00	\$	(5,000.00)
			Subtotal:	\$	80,941.70	\$257,380.16	\$	(176,438.46)
					Infla	ation (5.6%/year): Total:	\$	(728,274.48) (904,712.94)
Natas						i otal:	Ψ	(304,7 12.34)

#### Notes:

- 1. A site of similar size was used to derive potential quantities for erosion and sediment control (scaling from 36 MW to 2 MW). Quantities were determined by comparing "unit/MW" quantities directly.
- Labor productivity and unit rates were derived from RSMeans Online (Heavy Construction, 2024 data).
   Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for Peoria.
- 4. Material salvage values were based off of current US salvage exchange rates.
- 5. Equipment rental rates were determined from local rental facilities.
- 6. Photovoltaic Module material salvage rate is based on straight-line depreciation of modules (-0.5% per year).
- 7. For PV Module Removal/Recycle labor and equipment costs are computed at present values, while salvage value is computed at 20 year
- 8. Material salvage values were determined using the most prevalent salvageable metal in each component. Copper Wire @\$0.17/LF (AC and DC Cables) and Steel @0.62/LF of fence, @0.77/pile, and @\$0.11/LB.
- 9. Inverter resale value is dependent on the assumption that all inverters will be decommissioned and resold half way through their useful life every 5 years).

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint William Atkins, of 16 Cranford Drive, Washington, IL to the Tri-County River Valley Development Authority (TCRVDA) for a term commencing December 01, 2024 and expiring November 30, 2026.

#### **COMMITTEE REPORT**

TO: Tazewell County Board FROM: Executive Committee

This Committee has reviewed the reappointment of William Atkins to the Tri-County River Valley Development Authority (TCRVDA) and we recommend said reappointment be approved.

## **RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of William Atkins to the Tri-County River Valley Development Authority (TCRVDA).

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRVDA of 456 Fulton Street, Suite 401, Peoria, IL 61602 of this action.

PASSED THIS 30th DAY OF OCTOBER, 2024.

ATTEST:	
<u> </u>	
Tazewell County Clerk	Tazewell County Board Chairman

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint K. Russell Crawford of 204 District Court, East Peoria, IL 61611 to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2024 and expiring November 30, 2025.

## **COMMITTEE REPORT**

TO: Tazewell County Board FROM: Executive Committee

PASSED THIS 30th DAY OF OCTOBER, 2024.

This Committee has reviewed the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

## **RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tri-County Regional Planning Commission of this action.

ATTEST:			

Tazewell County Clerk Tazewell County Board Chairman

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint
Greg Menold of 932 E. Dunne Street, Morton IL 61550 to the Tri-County Regional Planning
Commission Board for a term commencing December 01, 2024 and expiring November 30,
2025.

## **COMMITTEE REPORT**

TO: Tazewell County Board FROM: Executive Committee

This Committee has reviewed the reappointment of Greg Menold to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

# **RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Greg Menold to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tri-County Regional Planning Commission of this action.

PASSED THIS 30th DAY OF OCTOBER, 2024.

ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Nick Graff of 111 Stonecrop Road, Morton, IL 61550 to the Emergency Telephone Systems Board for a term commencing December 01, 2024 and expiring November 30, 2028.

## **COMMITTEE REPORT**

TO: Tazewell County Board FROM: Executive Committee

This Committee has reviewed the reappointment of Nick Graff to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

## **RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Nick Graff to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 30 <sup>th</sup> DAY OF OCTOBER, 2024.	
ATTEST:	

Tazewell County Clerk	Tazewell County Board Chairman

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Dawn Cook, Director of the Tazewell County Emergency Management Agency to the Emergency Telephone Systems Board for a term commencing December 01, 2024 and expiring November 30, 2028.

#### **COMMITTEE REPORT**

TO: Tazewell County Board FROM: Executive Committee

This Committee has reviewed the reappointment of Dawn Cook to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

#### **RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Dawn Cook to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

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

**ATTFST**.

ATTEST.	
Tazewell County Clerk	Tazewell County Board Chairman
razewen county cierk	razewen county board chairman

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Thomas Haas of 125 E. Lee Street, Tremont, to the Emergency Telephone Systems Board for a term commencing December 1, 2024 and expiring November 30, 2028.

## **COMMITTEE REPORT**

TO: Tazewell County Board FROM: Executive Committee

This Committee has reviewed the reappointment of Thomas Haas to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

## **RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Thomas Haas to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 30th DAY OF OCTOBER, 2024.

ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Nancy Proehl, of 9776 Warner Road, Manito, IL to the Tazewell County Farm Bureau for a term commencing December 1, 2024 and expiring November 30, 2026.

### **COMMITTEE REPORT**

TO: Tazewell County Board FROM: Executive Committee

This Committee has reviewed the reappointment of Nancy Proehl to the Tazewell County Farm Bureau and we recommend said reappointment be approved.

#### **RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Nancy Proehl to the Tazewell County Farm Bureau.

The County Clerk shall notify the County Board Office and the County Board Office will notify County Board Chairman of this action.

ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Dan Schopp of 404 Newcastle Drive, Mackinaw, IL to the Mackinaw Valley Water Authority for a term commencing December 01, 2024 and expiring November 30, 2027.

## **COMMITTEE REPORT**

TO: Tazewell County Board FROM: Executive Committee

This Committee has reviewed the reappointment of Dan Schopp to the Mackinaw Valley Water Authority and we recommend said reappointment be approved.

#### **RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Dan Schopp to the Mackinaw Valley Water Authority.

The County Clerk shall notify the County Board Office and the County Board Office will notify Mark J. McGrath, 113 Main Street, PO Box 139, Mackinaw, IL 61755.

PASSED THIS 30<sup>th</sup> DAY OF OCTOBER, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Marcus Camp, who is employed by Ameren Illinois Company, 300 Liberty Street, Peoria, IL to the East Peoria Drainage and Levee District for a term commencing September 03, 2024 and expiring September 03, 2026.

### **COMMITTEE REPORT**

TO: Tazewell County Board FROM: Executive Committee

PASSED THIS 30th DAY OF OCTOBER, 2024.

This Committee has reviewed the appointment of Marcus Camp to the East Peoria Drainage and Levee District and we recommend said appointment be approved.

## **RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Marcus Camp to the East Peoria Drainage and Levee District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney James Bradshaw of this action.

ATTECT	
ATTEST:	
Tazewell County Clerk	Tazewell County Board Chairman

# Revised



# Tazewell County Board Calendar of Meetings November 2024

<b>Zoning Board of Appeals</b> Duane Lessen, Chair	Tuesday, November 5 5:30pm – JCCR	Crawford, M. Goddard, Hall, Joesting, Nelms, Sinn, Schmidgall
<b>Health Services</b> Jay Hall, Chair	Thursday, November 7 5:30pm – TCHD	S. Goddard, Longfellow, Paget, Sinn, Hopkins, Schmidgall
Insurance Review David Zimmerman, Chair	No meeting scheduled	S. Goddard, Mingus, Rich-Stimson
Veterans Day Holiday	Monday, November 11	County Offices Closed
<b>Transportation</b> Greg Menold, Chair	Tuesday, November 12 1:30pm - Tremont	Crawford, Deppert, Hall, Harris, Paget, Proehl, Nelms
<b>Property</b> Greg Longfellow, Chair	Tuesday, November 12 3:30pm – JCCR	Atkins, M. Goddard, Graff, Joesting, Mingus, Rich-Stimson, Schneider, Hopkins
Finance Nick Graff, Chair	Tuesday, November 12 following Property – JCCR	Atkins, Deppert, S. Goddard, Harris, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider, Stahl
<b>Human Resources</b> Tammy Rich-Stimson, Chair	Tuesday, November 12 following Finance – JCCR	Atkins, Deppert, S. Goddard, Graff, Harris, Longfellow, Menold, Mingus, Proehl, Schneider, Stahl
Land Use Kim Joesting, Chair	Tuesday, November 12 following HR - JCCR	Crawford, M. Goddard, Hall, Nelms, Sinn, Schmidgall, Stahl
Risk Management David Zimmerman, Chair	Wednesday, November 13 4:00pm – Jury Room	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
<b>Executive</b> David Zimmerman, Chair	Wednesday, November 13 following Risk Management	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Board of Health	Monday, November 18 6:30pm - TCHD	Hall
County Board	Wednesday, November 20 6:00 pm – JCCR	All County Board Members
Thanksgiving Holiday	Thursday, November 28 and Friday, November 29	County Offices Closed