

COMMITTEE REPORT

HR-25-13

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Human Resources Committee recommends to the County Board to terminate the physician hospital organization agreement ("Agreement") with Health Plus, Inc effective September 1, 2025.; and

WHEREAS, the County entered into the Agreement with an effective June 1, 2022 and the amended Agreement has an expiration date of December 31, 2026; and

WHEREAS, the Agreement provides discounts for in-network services, with the primary hospital system being the Carle Health network; and

WHEREAS, members of the Insurance Review Committee and employees have expressed a desire to have broader in-network providers; and

WHEREAS, Health Plus, Inc. has conveyed their willingness to accept the Agreement being terminated effective September 1, 2025; and

WHEREAS, the County's Health Insurance consultant The Wyman Group has presented an option that will significantly expand the County's in-network providers, potentially reduce costs, and will be able to continue to work with the County's third-party administrator Consociate Health.

THEREFORE BE IT RESOLVED that the County Board approves terminating the agreement and authorizes the County Board Chairman or County Administrator to provide notification to Health Plus, Inc.

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

PASSED THIS 30th DAY OF JULY, 2025.

ATTEST:


County Clerk


County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have 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 that the revised Employment Agreement between Tazewell County and Michael Deluhery as County Administrator be approved; and

WHEREAS, the agreement changes the amount of time for written notice of termination by the County Administrator from forty-five (45) days to thirty (30) days.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Chairman, State's Attorney, and the Payroll Division of this action.

PASSED THIS 30TH DAY OF JULY, 2025.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REVISED AGREEMENT

THIS AGREEMENT made this 31st day of July, 2024, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate, hereinafter called the "Employer", and Michael Deluhery, in his employment as County Administrator for Tazewell County, hereinafter called the "Employee" .

RECITALS

WHEREAS, the Employer has an existing employee contract with the Employee which had a starting effective of May 16, 2022; and

WHEREAS, the Employer is entering into a revised employment contract with Employee on July 31, 2024; and,

WHEREAS, the effective dates of said contract are to be July 31, 2024 through November 30, 2025; and,

NOW, THEREFORE, in consideration of the promises hereinafter exchanged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

(1) **Period of Employment.** This Agreement shall be in full force and effect until November 30, 2025, unless it is terminated earlier pursuant to the provisions of paragraph (8), (16) or (18) of this Agreement.

(2) **Employee Duties.** During the period of employment herein described, Employee shall perform the duties of County Administrator as set forth by law, including but not limited to the laws of the State of Illinois, all rules and ordinances of the County Board, the County Administrator's job description, and such other duties as the Tazewell County Board or County Board Chairman may lawfully assign to Employee. In so doing, Employee shall comply with all such laws.

(3) **Hours of Work.** The parties realize that the position of County Administrator requires the person holding such position to work many weekends, evenings, and other irregular hours. It is understood and agreed that Employee shall work whatever hours may be necessary in order for him to fulfill the requirements of

the position of County Administrator, but in any event not less than forty (40) hours per week.

(4) **Employees' Salary.** The Employee shall receive an annual salary of \$154,548.00 for the period commencing July 31, 2024, and said salary shall be paid in bi-weekly installments. A performance evaluation will be conducted by the Executive Committee and the County Board Chairman. Effective December 1, 2024, the Employee shall receive an annual salary of \$160,729. Future evaluations and pay increases shall become effective the first of December of each year, consistent with other County employees. After December 1, 2024, the Employee will be given an annual increase comparable to the increase approved by the County Board for other non-union employees with a yearly minimum increase of two percent. Evaluations are based on the period August 1 through July 31, of each year.

(5) **Performance Evaluation.** The Executive Committee and the County Board Chairman shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Employee shall be given an opportunity to discuss the evaluation with the Executive Committee and County Board Chairman. Said review and evaluation shall be submitted for County Board approval in accordance with specific criteria developed by the County Board. Said criteria may be added to or deleted from as the County Board may determine as they see fit. Further, the County Board shall provide the Employee with a summary written statement of the findings of the Executive Committee and the County Board Chairman.

(6) **Vacation Pay.** A maximum of one hundred (120) hours, or fifteen (15) days of vacation leave may be carried forward from one calendar year. Any vacation leave scheduled which exceeds five (5) consecutive work days must be first approved by the County Board Chairman. Upon implementation of the Employment Agreement, employee will accrue, effective upon employment date, per pay period at an hourly rate, equal to four (4) weeks vacation. All vacation leave earned prior to the effective date of this Agreement shall remain intact. Any vacation leave accrued under the terms hereof and remaining unused, at the termination of this Agreement will be paid

in cash to Employee at such time in an amount equal to the number of hours of such unused vacation leave multiplied by the Employee's then current hourly rate of pay.

(7) **Sick Leave.** Employee shall receive the same sick leave benefits provided under the Tazewell County Personnel Policy, and all benefits earned prior to the effective date of this Agreement shall remain intact.

(8) **Disability Termination.** Notwithstanding anything in this Agreement to the contrary, the Employer is hereby given the option to terminate this Agreement in the event Employee shall, during the term hereof, become permanently disabled as the term permanently disabled is hereinafter fixed and defined. Such option shall be exercised by the Employer giving notice to Employee by registered mail, addressed to him in care of the Employee at his current residence, or at such other address as Employee shall designate in writing. On the giving of such notice, this Agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were originally herein set forth as the termination date hereof.

For the purpose of this Agreement, Employee shall be deemed to have become permanently disabled, if, during any year of the term hereof, because of ill health, physical or mental disability, or for other causes beyond his control he shall have been continuously unable or unwilling or shall have failed to perform his duties for a total period of sixty (60) days, irrespective of whether or not such days are consecutive, beyond the sick leave time and vacation time accrued. For the purpose hereof, the term "any year of the term hereof" is defined to mean any twelve (12) calendar months period commencing December 1 and terminating November 30, during the terms of this Agreement. If Employee becomes permanently disabled then the Employer shall have no obligation to Employee for the severance payment as described in paragraph 16.

(9) **Automobile.** Employee shall provide his own automobile. Employee is solely responsible for all costs and expenses associated with such automobile, including but not limited to purchase, maintenance, insurance, license, registration, fines and fees. The Employer will pay a monthly car allowance of \$300.00.

(10) **Other Business Expense.** Upon prior approval of the County Board Chairman, the Employer shall reimburse Employee for other Employee business expenses, such as, but not limited to, the following: air travel, taxi, auto rental, lodging, meals, professional memberships (including ICMA, ILCMA, IACA, GFOA, IGFOA, and NACO) and subscriptions to the publications and registration fees for training programs or conferences offered by organizations, or as provided in the County Personnel Policy. Such reimbursement is limited to the amount budgeted by the County Board in the administrator Expenses line item.

The Employer will provide Employee with a laptop computer and cell phone, or a mobile phone reimbursement per the Employer's policy at the Employee's discretion, to be used in performing his duties for Employer according to the same policies applicable to other County Employees.

(11) **Group Medical Insurance Benefits.** The Employer shall offer employee health, hospitalization, dental, and optical coverage in accordance with the County Personnel Policy. The employer will make dependent coverage available in accordance with the Personnel Policy. The Employer waives any waiting period for enrollment.

(12) **Tuition Reimbursement.** Employer shall pay tuition costs for the Employee to enroll in courses required to obtain a master's degree in public administration (MPA) in Northern Illinois University's (NIU) Master of Public Administration program. Employee shall receive reimbursement for tuition costs following the completion of each academic course term. Employer shall pay reimbursements only for those courses in which Employee receives academic credit and until Employee obtains the MPA from NIU.

(13) **Other Benefits.** There are 457(b) investment options available.

(14) **Outside Activities.** The ICMA code of conduct is to be strictly adhered to including political neutrality. Employee shall not engage in any activity for which he receives compensation without prior approval of the County Board Chairman. Employee agrees that he shall not engage in any outside activity which may create an actual or perceived conflict of interest. Employee also agrees to arrange the outside

activity so as not to intrude upon Employee's ability to devote his full-time and attention to Employer's affairs. Employee shall sign a statement of no conflict of interest and file a copy with the County Clerk when engaging in outside activities for compensation. All work shall be conducted during evenings and weekends unless the Employee is authorized to use personal or vacation time by the County Board Chairman.

(15) **Holidays.** Employee shall receive the same paid holidays as are afforded to other County Employees.

(16) **Termination by the Employer.** Employer may terminate this Agreement at any time by a two-thirds vote of the County Board in favor of termination. It is understood and agreed by the parties that Employee shall be an employee "at will" and may be dismissed without cause. The termination of Employee is so specified in the Title 1, Chapter 3 of the Tazewell County Code, Sec. 5.

(17) **Severance Pay.** In the event the Employer terminates this Agreement and Employee's employment under paragraph (16), the Employer agrees to pay Employee twenty weeks severance pay in a single lump sum payment. Said Payment shall be calculated by dividing the Employee's then current annual salary. Any amounts required to be deducted such as Federal Income Tax, FICA, State Income Tax, and IMRF shall be subtracted from the lump sum payment. Employee shall also be compensated for unused vacation leave in accordance with paragraph (6). Employee agrees to accept these payments as liquidated damages in full satisfaction of any rights, compensation, or other benefits Employee may have under the terms of this Agreement or otherwise. For a period of four months following the date of termination, the Employer shall pay one hundred percent (100%) of the premium costs to continue group medical insurance benefits for the Employee and dependents as provided in paragraph (11).

In the event Employee is terminated after being formally charged in a court of competent jurisdiction with any criminal violation committed in his official capacity or evidencing dishonesty and the Employer finds that Employee more likely than not

committed such offense then the Employer shall have no obligation to Employee for the severance payment described in this paragraph.

In the event Employee is terminated after being found guilty by a court of competent jurisdiction of any criminal violation committed in his official capacity or evidencing dishonesty, or admits to committing any unlawful act involving personal gain to him, the Employer shall have no obligation to Employee for the severance payment described in this paragraph.

In the event the Employee fails to comply with paragraph (14) of this Agreement, the Employer may choose to terminate this Agreement and shall have no obligation to Employee for the severance payment as described in this paragraph.

In the event the Employer decides not to renew or extend this Agreement, the Employer shall have no obligation to pay Employee severance pay as described in this section.

(18) **Termination by Employee.** Employee may terminate this Agreement at any time by giving thirty (30) forty-five (45) days written notice to the County Board Chairman and County Board members and acceptance by the County Board of such termination.

(19) **Eligibility for Benefits Afforded Other County Employees.**
Except for the benefit categories indicated in previous paragraphs of this Agreement, Employee shall receive the same employment benefits as are provided to other County Employees.

(20) **Renewal.** The Employer and Employee may meet to discuss the renewal of this Agreement at any time during its term.

(21) **Amendments.** All amendments of this Agreement are invalid and ineffective unless reduced to writing and signed by all parties.

(22) **Indemnification.** Unless otherwise prohibited by applicable law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of

Employee's duties as County Administrator or resulting from the exercise of judgment or discretion in connection with the performance of official duties or responsibilities, unless the act or omission involved willful, wanton, or intentional conduct. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action is made, including any appeals brought by either party. Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties, provided such claim or claims does not arise out of a claim for intentional conduct and shall not include punitive damages. Any settlement of any claim must be made with prior approval of Employer in order for indemnification, as proved in this Section, to be available. Employee recognizes that Employer shall have the right to compromise or settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee only reasonable travel expenses when Employee serves as a party or witness of Employer regarding pending litigation. Failure of Employee to immediately notify Employer of any claim, or legitimate threat, of legal consequence known to Employee, where the potential claim is against either Employee or Employer, may preclude Employee or the claimant from any future monetary payment by the Employer due to the claim and Employee may not bind Employer for settlement of any such claims where notice to Employer was concealed. The parties acknowledge that this indemnification provision does not extend to any contract dispute between Employer and Employee.

(23) **This Agreement.** This Agreement shall be binding upon each of the parties and their respective successors, assigns, and heirs as the case may be. Employee shall not assign any of the personal services to be rendered by the employee under this Agreement. Any such assignment shall constitute employee's written notice of resignation.

Adopted this 30th day of July, 2025.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

ACCEPTED BY:

Employee

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 bid for the Heritage Lake Subdivision seal coat road work; and

WHEREAS, one bid was submitted for review: R.A. Cullinan for \$205,225.94; and


WHEREAS, the County Administrator recommends to approve the bid from R.A. Cullinan 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, Highway, Treasurer, the Finance Office, and the Auditor of this action.

PASSED THIS 30th DAY OF July, 2025.

ATTEST:



Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Road Use Agreement for Coyote Road Solar LLC; and

WHEREAS, Coyote Road Solar, LLC was approved by the County Board for Special Use on June 26th, 2024; and

WHEREAS, the Coyote Road Solar, LLC is a 150MW Community Solar project located on multiple parcels both Malone and Groveland Township; and

WHEREAS, the Tazewell County State's Attorney authorized the negotiation of said agreement by Ms. Sheryl Churney of Klein, Thorpe, and Jenkins on behalf of Tazewell County; and


WHEREAS, Dan Parr, Tazewell Highway Engineer, and Jaclynn Workman, Community Development Administrator have reviewed the agreement and have approved of the terms; and

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

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

PASSED THIS 30th DAY of July, 2025.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

TAZEWELL COUNTY, ILLINOIS & COYOTE ROAD SOLAR, LLC
Solar Farm Road Use Agreement

This "Agreement" is entered on July 30, 2025, by and between Coyote Road Solar, LLC, a Delaware limited liability company managed by its member RWE Solar Development, LLC, ("Developer"), and Tazewell County, Illinois (the "Road Authority") for the use of local roads as designated on the attached Exhibit A (collectively, the "Local Road") for the construction of a solar farm known as the "Coyote Road Solar Farm" (the "solar farm") and in consideration of the forgoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows herein.

1. The County is authorized pursuant to the Counties Code, 55 ILCS 5/5-101 *et seq.*, and the Illinois Highway Code, 605 ILCS 5/5-101 *et seq.* (the "Highway Code"), to construct, administer, operate and maintain highways in the County, acting by and through its County Engineer (the "County Engineer"). To the maximum extent permitted, the Tazewell County Board appoints the County Engineer to act on its behalf under this Agreement.
2. The Road Authority permits Developer access to the proposed solar farm construction site located in Malone Township, Tazewell County, Illinois.
3. Developer hereby agrees to, and shall cause its contractors, subcontractors and suppliers, employees, agents, and designees ("Developer's Parties") to abide by, the terms and conditions set forth in this Agreement. Although the paragraphs in this Agreement refer to Developer, the parties agree that Developer is responsible for Developer's Parties abiding by the terms and conditions set forth in this Agreement and Developer shall be responsible for any breach by Developer's Parties of the terms and conditions set forth in this Agreement.
4. Before construction of the solar farm begins, Developer shall retain a civil engineering firm to conduct an inspection of the Local Road and produce a report which shall document the current condition of the Local Road and shall include a series of still images of the road surfaces taken every 20 feet and compiled to provide a viewer a virtual drive of the Local Road, and if applicable and to the extent reasonably accessible, photographs of the interior of all bridges, box culverts, culverts, and the road surface above each bridge, box culvert, and culvert on the Local Road. A copy of the report shall be delivered to the Road Authority upon completion.
5. In accordance with the Illinois Underground Utility Facilities Damage Prevention Act and the regulations promulgated thereunder. Developer shall provide JULIE with the necessary information to update its records as applicable. Developer shall be responsible for contacting the various public utility companies and locating their

properties before any construction shall start and Developer shall be responsible for reimbursing owners for any damage or injury to such properties which may be caused by Developer's activities and operations as applicable.

6. At least seven (7) calendar days before construction of the solar farm begins, Developer shall notify the Road Authority and shall provide written notice to the Road Authority identifying the name, address, and both regular and emergency contact information of its construction manager for communication purposes regarding this Agreement. Any change in contact information shall be promptly communicated to the Road Authority in writing.
7. Construction of the solar farm is anticipated to begin upon mobilization, which according to County Ordinance §157.565 must occur within 180 days after the date of building permit issuance and shall be completed within two (2) years of issuance of the building permit. Developer shall have the right to extend the completion date for two (2) periods of thirty (30) calendar days (a "Construction Extension Period") by delivering to the County Engineer notice thereof prior to the completion date stated in the paragraph or a Construction Extension Period, as the case may be, and depositing with the Road Authority the sum of One Thousand and 00/100 Dollars (\$1,000.00) for each Construction Extension Period, which sum shall be non-refundable. If construction of the solar farm extends beyond the two Construction Extension Periods, then Developer shall apply for a Renewal Permit from the County.
8. Developer's construction manager shall provide information and updates as necessary and as requested to the Road Authority concerning construction and use of the Local Road. If there is a planned road closure or limited access to the Local Road, Developer's construction manager shall notify the Road Authority by email at least three (3) business days before the road closure or limited access event. Any road closure or limited access to the Local Road (including the location and length of time) shall be approved in advance by the Road Authority, which approval shall not be unreasonably withheld. If an emergency road closure is needed, the construction manager shall immediately notify the Road Authority. Road and intersection closures shall be marked and signed by Developer at its expense in accordance with the Manual on Uniform Traffic Control Devices and any other applicable requirements set forth in State statute or regulation or other applicable local ordinance. Developer shall provide reasonable notice to the Road Authority, the Tazewell County Emergency Services and Disaster Agencies, local law enforcement agencies, affected rural mail providers, affected school districts and fire protection and ambulance service providers prior to closing the Local Road or intersections. The Road Authority may issue a Notice of Violation (Exhibit B) and impose a fine of \$5,000.00 if Developer fails to comply with this section.

9. Developer shall develop and implement a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices and designate work zones and construction activities affecting the Local Road in accordance with the Manual on Uniform Traffic Control Devices.
10. Upon request of the Road Authority, and at least ten (10) business days before construction of the solar farm begins, Developer shall obtain and deliver to the Road Authority signs advising "No Solar Farm Construction Traffic" to be posted at various locations as an aid to traffic management. All such signs shall comply with the Manual on Uniform Traffic Control Devices.
11. Developer and its Parties shall not use local roads or road rights-of-way as storage or staging areas or as parking areas for vehicles and equipment, except to the extent required for short-term unloading, which shall be undertaken subject to IDOT traffic control standards, including flaggers, as may be necessary for such short-term parking and unloading.
12. Vehicles driven by Developer and Developer's Parties will abide by local, state, and federal speed limit guidelines and comply with the Illinois Vehicle Code, 625 ILCS 5/1-100 *et seq.* and other laws applicable to vehicles.
13. The weight limit on the Local Road during the traditional road posting period (typically, October to April 15th of each year) is as follows:

| | |
|----------------|---------------|
| County Highway | 50,000 pounds |
|----------------|---------------|

At all other times, the gross weight limit of all vehicles is 80,000 pounds. For any vehicles exceeding these limits, Developer shall obtain an overweight/oversize vehicle permit from the Road Authority. The permit fees are as follows:

| | |
|----------------------------------|-------------------------------|
| Overweight vehicles: | \$200.00 annually per vehicle |
| Oversized vehicles: | \$200.00 annually per vehicle |
| Overweight & oversized vehicles: | \$400.00 annually per vehicle |

Vehicle permits during the road posting period (if applicable) will be issued as weather and road conditions permit. The form of the overweight/oversize vehicle permit is attached hereto as Exhibit C. In the event Developer fails to obtain a required vehicle permit or fails to comply with the provisions of a vehicle permit, the Road Authority may issue a notice of violation in the form attached hereto as Exhibit B (a "Notice of Violation") and may impose a fine of \$2,500.00 for each violation and Developer shall pay any fine imposed within fifteen (15) business days. A violation notice may be issued by the Road Authority for unauthorized use of County or township roads within Tazewell County.

14. Developer shall be required to obtain an entrance permit for each point of entry to the solar farm project site from the Road Authority, provided the entrance is from a local road under the Road Authority's jurisdiction.
15. Utility installations within the public right-of-way will require prior written approval from the Road Authority.
16. Beginning with the month the Developer starts construction on the solar farm, the Developer shall pay the Road Authority a monthly fee of Three Hundred Dollars (\$300.00) to compensate the Road Authority for time spent on this Project by the Road Authority before and after the execution of this Agreement so that the Road Authority's taxpayers do not bear any financial burden as result of the construction of Project. The monthly fees are not refundable and shall not be prorated.
17. The Road Authority and Developer will monitor the Local Road for any safety issues, damages needing immediate repairs, traffic signs needing replacement, or other activity requiring actions to ensure the Local Road remains safe for the motoring public. The Road Authority and the Developer, by its construction manager, will communicate with one another as to such issues. If serious or emergency repairs to the Local Road are required as a result of Developer's activities, Developer shall cause necessary repairs to be made at its expense to the satisfaction of the Road Authority and to ensure safe passage of the motoring public within a reasonable time, and in any event within twenty-four (24) hours; unless an immediate hazard exists that renders a Local Road incapable of being used, in which case Developer shall take action as soon as reasonably possible to make the Local Road safe for the motoring public. If the Local Road is not safe for travel by the motoring public, the Road Authority may close the road upon providing reasonable notice and details of such hazardous conditions to Developer. The Road Authority may issue a Notice of Violation (Exhibit B) and impose a fine of \$5,000.00 if Developer fails to remediate a road hazard in a timely manner.
18. The Road Authority may issue a Notice of Violation (Exhibit B) and impose a fine of up to \$2,500.00 if the Road Authority determines a traffic control deficiency exists as provided for in the attached notice or as in Article 105.03 of the IDOT Standard Specifications for Road and Bridge Work. Before issuing a Notice of Violation for a traffic control deficiency, the Road Authority shall notify and direct Developer to correct the deficiency within a reasonably specified time which will be ½ hour to 12 hours based upon the urgency of the situation and the nature of the deficiency.
19. If Developer or Developer's Parties use a local road under the Road Authority's jurisdiction or of any other road jurisdiction which is not permitted by this Agreement, Developer shall be liable for the cost of repairing any damage caused by the

unauthorized use and shall pay a fine in the amount of \$2,500.00 to the affected road authority, in addition to any other fines that may apply.

20. All work on the Local Road and rights-of-way shall be performed in a good and workmanlike manner and shall be in accordance with IDOT Standards and the "Standard Specifications for Road and Bridge Construction" (and any updates thereto), the "IDOT Standard Specifications") and local standard specifications.
21. If Developer reimburses the Road Authority for road work performed by the Road Authority, Developer shall pay for the Road Authority's work in accordance with Motor Fuel Tax Equipment Rates for the Road Authority in effect at the time the work is performed. Payments shall be made by Developer to the Road Authority within thirty (30) calendar days from the date a bill is delivered to Developer by mail or e-mail.
22. Developer shall be financially responsible for the repair of any damage to the Local Road to restore the Local Road to the same or better condition as existed prior to the damage (the "Road Repairs"); provided, however, Developer shall not be required to upgrade a surface treatment (that is, improve a seal coat road to a hot mix asphalt road) or widen a road or shoulders (unless needed to accommodate Developer's construction traffic). The scope of road damage (if any) at the time this Agreement is executed cannot be known; if conditions warrant following construction of the solar farm, the Road Repairs may require subsurface, drainage, and surface repairs (including an hauling in aggregate), as well as ditch and shoulder work (including seeding) and related engineering services.
23. When construction of the solar farm is complete, the Road Authority, a representative from Developer, and civil engineers as the parties may select, shall meet and review the condition of the Local Road and discuss the required Road Repairs. Following the on-site review of the Local Road, the parties shall make a good faith effort to promptly and mutually agree to the needed Road Repairs, as well as the cost of the Road Repairs so that a lump sum amount (the "Road Repair Payment") shall be paid by Developer to the Road Authority.
 - a. If the parties cannot agree upon Road Repairs after a good faith attempt to resolve the dispute or upon written demand by either party, the parties, within twenty-one (21) calendar days shall select a neutral engineer for resolution of the dispute (the "Neutral Engineer"). The Neutral Engineer shall be an independent civil engineering firm which is mutually acceptable to the parties and has experience in rural Illinois and is licensed in the State of Illinois. The parties and the Neutral Engineer shall promptly agree to procedures for submitting position papers and information to the Neutral Engineer and for an on-site inspection (if needed) by the Neutral Engineer. The Neutral Engineer shall complete its review and inspection within thirty (30) business days of its engagement by the parties and issue its

written report. The determination of the Neutral Engineer shall be binding upon the parties. The costs for such inspection and report by the Neutral Engineer shall be paid by Developer.

24. Developer shall furnish the Road Authority with evidence of liability insurance in the amount of at least Five Million Dollars (\$5,000,000.00) (United States currency) per occurrence covering the activities of Developer contemplated by this Agreement. The insurance shall be written by a company rated by Standard & Poor's rating group as B+ or better or as otherwise determined to be acceptable by the Road Authority. A Certificate of Insurance shall be provided to the Road Authority before construction of the solar farm begins. The insurance policy shall provide for a thirty (30) day "prior notice of changes or termination" provision in favor of the Road Authority. Should Developer allow such liability insurance to terminate, the Road Authority shall have recourse against the funds posted by Developer sufficient to cause the liability insurance to be reinstated. Tazewell County and its elected and appointed officials, agents, and employees shall be named as additional insureds on the policy.
25. At least seven (7) calendar days before construction of the solar farm begins, Developer shall deliver to the Road Authority an irrevocable letter of credit in the amount of One Hundred Thousand Dollars (\$100,000.00) per mile of Local Road to be held as financial security (the "Financial Security") by the Road Authority to ensure Developer's performance of its obligations under this Agreement. The letter of credit shall be issued by a sound financial institution located in the United States of American substantially in the form attached hereto as Exhibit D.
- a. The Road Authority shall only be entitled to use the Financial Security in the event of a default under this Agreement by Developer. The Road Authority shall not use the Financial Security unless and until fourteen (14) calendar days after the receipt by Developer of a written notice specifying such default; if, after said fourteen (14) day period, (1) Developer does not cure the default OR (2) if the nature or extent of the obligation is such that more than fourteen (14) days are required, if Developer has not begun diligently pursuing actions to remedy the default.
- b. Within thirty (30) days of the Road Authority's receipt of the Road Repair Payment, the Road Authority shall return the Financial Security to Developer or provide consent or authorization for the release or termination of the Financial Security.
26. Developer shall indemnify, defend, and hold the Road Authority harmless for any and all claims, demands, suits, actions, proceedings, or causes of actions brought against Tazewell County and/or its officers, employees, agents, representatives, and permitted assignees of any of the foregoing for any judgments, liabilities, obligations, fines, penalties, or expenses, including reasonable attorneys' fees and expenditures pertaining to third party personal injury or property damage ("Losses"), including but

not limited to claims related to any damage caused by increased runoff or change in drainage patterns caused by Developer's construction of the solar farm (including, but not limited to, the construction of access roads, laydown yards, and substations) but only to the extent that such Losses arise directly from the acts of Developer or Developer's Parties.

27. Developer agrees to reimburse the Road Authority for all reasonable attorneys' fees and costs associated with the negotiation, drafting, and execution of this Agreement, and for the ongoing review of compliance with the Agreement in the ordinary course.
28. Developer shall reimburse the Road Authority for all reasonable direct costs incurred in connection with any and all the road issues relating to Developer's use of the Local Road. If any action at law or in equity is brought by the Road Authority to enforce this Agreement and the Road Authority prevails in such litigation, the Road Authority shall be entitled to receive from Developer reasonable attorneys' fees and costs incurred, in addition to any other relief to which the Road Authority may be entitled.
29. This Agreement shall terminate upon the release and return of the Financial Security to Developer.
30. In the event Developer desires use of Local Roads for the development of another new or separate solar energy project, another road agreement with the Road Authority shall be required.
31. All notices and other communications hereunder shall be in writing and addressed as follows:

If to the Road Authority:

Tazewell County Highway Department
ATTN: County Engineer
21308 IL Route 9
Tremont, IL 61568
Telephone: 309-925-5532
Facsimile: 309-925-5533
Email: DParr@tazewell-il.gov

With copies to:

Tazewell County State's Attorney
Tazewell County Courthouse
342 Court Street, Suite 6
Pekin, IL 61554-3298
Telephone: 309-477-2205
Email: mholly@tazewell-il.gov

and

Sheryl Churney
Klein, Thorpe & Jenkins, Ltd.
7 Northpoint Drive
Streator, IL 61364
Telephone: 815-672-3116
Email: shchurney@ktjlaw.com

and

Tazewell County Community Development
Attn: Jaclynn Workman
11 S 4th St. Room 400
Pekin, IL 61554
Telephone: (309)477-2235
Email: jworkman@tazewell-il.gov

If to Developer:

Coyote Road Solar, LLC
Attn: Eli Varol – Solar Development
353 N. Clark Street, 30th Floor
Chicago, IL 60654
Telephone: 312-923-9463
Email: eli.varol@rwe.com

With a copy to:

RWE Clean Energy Development, LLC
1401 E 6th St., Suite 400
Austin, TX 78702
Attn: Legal Department, General Counsel
Telephone: (501) 368-8911
Email: ann.smith@rwe.com

Unless otherwise provided, a notice shall be deemed to be received by a party (1) on the date of personal service; (2) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (3) on the next business day if sent by overnight delivery service (e.g. *Federal Express*) with all fees prepaid. Notice may be sent to a provided e-mail address, however, notice sent via e-mail shall be followed by notice delivered by method described in subsections (1) - (3), unless such additional notice is waived in writing by the party receiving the notice. If notice is effected by e-mail, notice shall be deemed received on the date the receiving party provides written notification to the other party that a delivery of notice by supplemental means is not required. Either party may change the designated contact by providing notice to the other party of the new contact information in accordance with this paragraph.

32. Whenever the consent or approval of any party hereto is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, the parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.
33. The failure of a party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by a party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.
34. This Agreement (including Exhibits) shall constitute the complete and entire agreement between the parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set forth in this Agreement, this Agreement may be amended only by a written agreement signed by the parties.

35. In the event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
36. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.
37. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to the conflict of laws provisions in such state. Any disputes arising under this Agreement between the Parties shall be decided by a court of competent jurisdiction in the Tenth Judicial Circuit, Tazewell County, Illinois.
38. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by e-mail shall be as effective as delivery of a manually signed counterpart to this Agreement. Electronic signatures complying with the Uniform Electronic Transactions Act, 815 ILCS 333/1 *et seq.*, as amended from time to time, or other applicable law, will be deemed original signatures for purposes of this Agreement.
39. No provisions of this Agreement shall in any way inure to the benefit of any person or third party so as to constitute any such person or third party as a third-party beneficiary under this Agreement, or of any one or more of the terms of this Agreement or otherwise give rise to any cause of action in any person not a Party hereto.
40. A Memorandum of this Agreement (substantially in the form of Exhibit E hereto) shall be recorded with the Tazewell County Recorder of Deeds by Developer at its expense within thirty (30) calendar days after the execution of this Agreement and a copy of the recorded Memorandum shall be delivered to the Road Authority within sixty (60) calendar days after the execution of this Agreement. Upon termination of this Agreement and release of the Financial Security in accordance with Section 25, the parties shall cooperate in executing and recording a release or termination of the Memorandum of Agreement, in a form mutually acceptable to both parties.
41. In the event of any ambiguity in the terms of this Agreement that the parties are unable to resolve and a dispute concerning such an ambiguity is subject to resolution by a judicial or alternative dispute resolution proceeding, then the ambiguity, if an ambiguity is found to exist, shall be interpreted and resolved in the light most favorable to the Road Authority.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to sign this Agreement on its behalf as of the date first set forth above.

Coyote Road Solar, LLC

Tazewell County, Illinois

By:

DocuSigned by:
Joon Park

By:

Name: Joon Park

Brett Grimm,
County Board Chairman

Title: Vice President

Attest:

By:

John C. Ackerman
County Clerk

Exhibit A: Map of Local Road for Haul Route

(attached)



Exhibit B: Notice of Violation Form

NOTICE OF VIOLATION

Deliver to:

Coyote Road Solar, LLC
 ATTN: Central Solar Development
 353 N. Clark Street, 30th Floor
 Chicago, IL 60654
 Phone: (312) 923-9463
 Email: eli.varol@rwe.com

Method of Delivery
 (Select all that apply)
☐ Email
☐ Overnight Delivery
☐ Personal Delivery to
 construction manager at site

Date: _____, 202__

Notice is hereby given to Developer that a violation of the Road Use Agreement entered into by the Road Authority and Developer has occurred.

| Select: | Type of Violation: | Fine: | Notes: |
|---------|-----------------------------------------------------------|---------------------------|--------|
| | Road closure exceeds approved time | \$1,000 (each 30 minutes) | |
| | Failure to obtain or comply with OW/OS vehicle permit | \$2,500 | |
| | Use of unpermitted road | \$2,500 | |
| | Failure to remediate road hazard | \$5,000 | |
| | Failure to notify of road closure or limited access event | \$5,000 | |
| | Traffic Control Deficiency | Up to \$2,500 | |

Location: _____

Date/time: _____

Worker(s) or Contractor(s) involved: _____

Additional Notes: _____

Signature: _____

Print Name: _____

Title: _____

Fine must be paid within 21 days' of receipt of this Notice and be delivered to:
Address: Tazewell County Highway Dept., 21308 Illinois Route 9, Tremont, IL 61568

Exhibit C: Overweight/Oversize Vehicle Permit Application

TAZEWELL COUNTY HIGHWAY DEPARTMENT
21308 Illinois Route 9
Tremont, IL 61568

FAX: 309-925-5533

TELEPHONE: 309-925-5532

PERMITEE (Owner or lessee of vehicle):

APPLICANTS NAME:

Loaded:

☐ One Way ☐ Round Trip

STREET ADDRESS:

PHONE:

CITY:

STATE:

ZIP CODE:

FAX:

YEAR MAKE

METHOD OF MOVING OVERWEIGHT LOAD:

SERIAL/VIN NO:

☐ Loaded

☐ Towed

☐ Own Power

DESCRIPTION OF OBJECT TO BE MOVED:

NO. OF AXLES:

GROSS WEIGHT:

WIDTH:

LENGTH:

HEIGHT:

COUNTY HIGHWAY ROUTES TO BE TRAVELED:

EFFECTIVE DATE:

EXPIRATION DATE:

COUNTY ENGINEER

DATE

FEE \$

I, the undersigned, do hereby solemnly affirm that I have read the foregoing permit, and that I have read and agree to abide by the GENERAL PROVISIONS set forth on the reverse side of this sheet.

SIGNATURE: _____

Fax to: (309) 925-5533 -or- Email to: jsciortino@tazewell.com

GENERAL PROVISIONS

1. The acceptance of the permit by the grantee constitutes an agreement that the movement will be made strictly in compliance with the terms set forth in the permit.
2. This permit is effective only insofar as the Department has jurisdiction and does not release the grantee from fulfilling any other existing laws which may apply to the movement.
3. This permit does not authorize movement over any bridge that may be posted for a load limit nor for any movement over highways not maintained by the Tazewell County Highway Department.
4. The oversize permit movement will be made between sunrise and sunset any day except Saturday, Sunday, or a holiday.
5. The equipment load or object to be transported will not be loaded or unloaded nor parked either day or night upon the highway without specific permission from the Superintendent of Highways.
6. The movement will be made in such a manner that the highway will remain open at all times if it all possible and not obstruct the flow of traffic. Other traffic will be given the right of way over this movement.
7. The grantee assumes all responsibility for injury to persons or damage to public or private property, caused directly or indirectly by the transportation of vehicles or loads under this permit. Furthermore, the grantee agrees to hold the County of Tazewell harmless from all suits, claims, damages or proceedings of any kind, as a direct or indirect result of the transportation of the vehicle loads.
8. The driver of the vehicle will have the permit in his possession during the progress of the movement and will show said permit, on demand, to any police officer or any authorized employee of the Department.
9. This permit does not grant authority for the operation of any vehicle or combination of vehicles which is not properly licensed.
10. Flagmen will be furnished by grantee to insure safety to other traffic when the overall width of the vehicle exceeds 8'-0". The flagman shall be an employee of the grantee and may either ride in the cab of the motor vehicle with the driver or may accompany the movement in a passenger car or truck. (The driver of another vehicle transporting an over-dimension load cannot qualify as a flagman under this provision).
11. When a load extends beyond the left edge of a vehicle, or a load extends more than 4'-0" beyond the rear of the vehicle, a red flag not less than 16 inches square shall be displayed at the extreme rear end of the load.
12. Except as specified in the permit, the vehicle and load shall be moved in compliance with the statutory restrictions set forth in the Uniform Act Regulating Traffic on Highways.
13. This permit has been issued by the Department with the understanding that: (1) All legal requirements concerning operational authority imposed by the Illinois Motor Carrier of Property Act; or the Interstate Commerce Commission, have been complied with by the applicant. (2) The vehicles have been properly licensed in accordance with Illinois law. (3) Both the driver and owner of the vehicle to be moved has met all financial responsibility requirements imposed by law, and (4) The operator is properly licensed. Hence, when this permit has been acted upon by the grantee, such action shall be deemed an unequivocal allegation by the grantee that all operational, licensing and financial responsibility requirements have been complied with.
14. Height of structures shall be checked by the grantee to insure that adequate clearance is available for the movement.

Exhibit D: Form of Letter of Credit

FORM OF IRREVOCABLE LETTER OF CREDIT FORM

BENEFICIARY

Tazewell County, Illinois
ATTN: County Engineer
21308 IL RT 9
Tremont, IL 61568
Phone: 309-925-5532

APPLICANT

INSERT NAME
INSERT ADDRESS
INSERT CITY STATE ZIP

MONTH DAY, YEAR

Irrevocable Letter of Credit No.

Stated Amount: USD

Effective Date: _____

Expiration Date: _____

Issuer: _____

STREET ADDRESS

CITY, STATE ZIP

Ladies and Gentlemen,

We hereby issue this letter of credit at the request of and on behalf of Tazewell County, Illinois. We irrevocably authorize Beneficiary to draw on us from time to time amounts, which, when aggregated with prior draws, do not exceed the Stated Amount (as shown above). The Stated Amount may be increased or reduced from time to time as forth in this Letter of Credit. We shall make funds available to you against presentation of a dated and appropriately completed draw request in the form of Attachment 1 hereto manually signed by the Beneficiary. This Letter of Credit is effective immediately.

Each draw request and all communications with respect to this Letter of Credit shall (i) be in writing and addressed to INSERT ADDRESS INFORMATION, (ii) refer to this Letter of Credit, and (iii) be delivered by certified mail or by overnight delivery service. Drawings may be presented by telecopy ("fax") to fax number [to be inserted] under telephone pre-advice to [number to be inserted], provided that such fax presentation is received on or before the Expiration Date on this instrument in accordance with the terms and conditions of this Letter of Credit, it being understood that any such fax presentation shall be considered the sole operative instrument of drawing. In the event of presentation by fax, the original documents should not also be presented.

If a draw request is presented in strict compliance with the terms of this Letter of Credit by 11:00 A.M. Eastern Time on any Business Day, payment will be made not later than 6:00 P.M. Eastern Time on the following Business Day and if a draw request is so presented to us after 11:00 A.M.

Eastern Time on any Business Day, payment will be made on the second succeeding Business Day not later than 6:00 P.M. Eastern Time. Payment under this Letter of Credit shall be made in immediately available funds by wire transfer to such account as may be designated by a Beneficiary in the applicable draw request.

As used in this Letter of Credit, "Business Day" means any day other than a Saturday, Sunday, national or state holiday or other day on which commercial banks are authorized or required to close under the laws of the State of New York and a day on which payments can be effected on the fedwire system.

It is a condition of this Letter of Credit that the Expiration Date shall be automatically extended without amendment for one (1) year from the Expiration Date hereof and for successive one (1) year periods thereafter unless at least thirty (30) days prior to any such Expiration Date we send notice to you by certified mail or hand delivered courier, at the address stated above, that we elect not to extend this Letter of Credit for any additional period.

In the event that a draw request fails to comply with the terms of this Letter of Credit, we shall promptly notify the Beneficiary in writing, specifying with particularity the reasons therefore. Such notice shall be delivered in person or sent by overnight delivery or sent by email to the Beneficiary and to Sheryl Churney, Klein, Thorpe & Jenkins, Ltd., 7 Northpoint Drive, Streator, Illinois 61364, 815-672-0738 (facsimile), shchurney@ktjlaw.com. Our failure to so notify any party other than the named beneficiary hereof shall not invalidate such notice of non-compliance. Upon being notified that a draw request was not effected in compliance with this Letter of Credit, the Beneficiary may attempt to correct such non-complying draw request in accordance with the terms of this Letter of Credit.

All issuing bank charges are for the account of the Applicant.

This Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended, limited or amplified by reference to any other document, instrument or agreement, whether or not referred to herein.

This Letter of Credit contemplates and allows for multiple draws. Each draw shall reduce the amount available for subsequent draws under this Letter of Credit. The Stated Amount may be increased or reduced by subsequent amendments hereto. No amendment reducing the available amount of this Letter of Credit shall be effective without the written concurrence of the Beneficiary.

We hereby agree with you that documents presented under and in conformity with the terms and conditions of this Letter of Credit will be duly honored on presentation if presented on or before the expiration date of this Letter of Credit.

This Letter of Credit is governed by the provisions of the Uniforms Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP600") and matters not addressed by UCP600 shall be governed and construed in accordance with the laws of the State of Illinois.

We irrevocably agree with you that any legal action or proceeding with respect to this Letter of Credit shall be brought in the Circuit Court of the Tenth Judicial Circuit, Tazewell County, Illinois.

BANK NAME

DRAW REQUEST

BANK NAME
STREET ADDRESS
CITY, STATE ZIP

Copy to:

INSERT NAME
INSERT ADDRESS
INSERT CITY, STATE, ZIP

Ladies and Gentlemen,

The undersigned, on behalf of Tazewell County, Illinois (the “Beneficiary” hereunder), hereby requests a draw in the amount of \$ _____ (“this Draw”) against the Irrevocable Letter of Credit _____ dated _____, 202__, (the “Letter of Credit”), issued by BANK NAME in favor of the Beneficiary. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents and warrants that:

- A) This Draw is authorized by the Road Use Agreement dated [INSERT DATE, 202__] entered into by and between Coyote Road Solar, LLC (“Developer”) and Tazewell County, Illinois (the “Road Agreement”).
- B) The Beneficiary has determined that there has been a default under the Road Agreement and that by reason thereof the Beneficiary is entitled to the amount demanded. [alternative basis: The Beneficiary has received notice from the Bank of its intention not to extend the Letter of Credit beyond the current expiration date and Developer has failed, prior to the close of business on [_] [insert date which is not more than thirty (30) days before the present expiration date], to deliver to Beneficiary a replacement Letter of Credit satisfying the requirements of the Agreement].
- C) The Beneficiary has given written notice of such default to Developer in accordance with the terms of the Road Agreement and Developer has failed to cure the default within fourteen (14) calendar days after the mailing of the written notice.

D) This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.

E) You are directed to make payment of this Draw to _____.

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this 31st day of July, 2025.

Tazewell County, Illinois
as Beneficiary

By Brett Grimm
Name ~~JA~~

Title: County Engineer OR
County Board Chair

Exhibit E: Memorandum of Agreement

| |
|-------------------------------------------|
| <p>MEMORANDUM OF AGREEMENT</p> |
|-------------------------------------------|

NOTICE IS HEREBY GIVEN that an Agreement was entered into by and between Tazewell County, Illinois and Coyote Road Solar, LLC (the "Developer") concerning use of local roads and road rights-of-way under the jurisdiction of Tazewell County and affecting real estate in the following sections of Malone, Hopedale, Boynton, and Delavan Townships:

Malone Township: Sections 11, 12, 13, 14, 24, 25

Hopedale Township: Sections 29, 32

Boynton Township: Sections 4, 5, 6

Delavan Township: Sections 1, 2, 7, 8, 9, 10, 11, 30

The Agreement imposed obligations upon the Developer related to use of local roads and road rights-of-way under the jurisdiction of the Road Authority for the construction of the Developer's solar farm located on the parcel identified:

Legal Description: See Attached Exhibit A

PIN: See Attached Exhibit A

Commonly known as: Delavan and Malone Township, Tazewell County, IL

Coyote Road Solar, LLC

By: _____

Print Name: _____

Title: _____

Date: _____, 2025

Subscribed to and sworn before me
on _____, 202__

Notary Public

THIS DOCUMENT PREPARED BY:

Coyote Road Solar, LLC
ATTN: Ann Smith
Legal Real Estate
353 N. Clark Street, 30th Floor
Chicago, IL 60654

AND RETURN TO:

Sheryl Churney

Klein, Thorpe & Jenkins, Ltd.
7 Northpoint Drive
Streator, IL 61354

Exhibit A

Legal Description and PINs of Solar Project

| Legal Description | PIN |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| The South Half of the Southwest Quarter of Section 19, Township 22 North, Range 4 West of the Third Principal Meridian, in Tazewell County, Illinois. | 21-21-19-300-003 |
| The North Half of the Southwest Quarter of Section 19, Township 22 North, Range 4 West of the Third Principal Meridian | 21-21-19-300-002 |
| The Southeast Quarter of the Southeast Quarter of Section 24, Township 22, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois. | 20-20-24-400-002 |
| The Southwest Quarter of the Southeast Quarter of Section 24, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois. | 20-20-24-400-001 |
| The South Half of the Southeast Quarter of Section 30, Township 22 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois. PIN: 21-21-30-400-004. | 21-21-30-400-004 |
| The North half of the North half of the Southeast Quarter and 5 acres in even width off the East side of the North half of the North half of the Southwest Quarter of Section 24, Township 22, North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, containing 45 acres, more or less, subject; however, to an easement for ingress and egress 25 feet in width off of the North side of the North half of the North half of the Southeast Quarter and 5 acres in even width off the East side of the North half of the North half of the Southwest Quarter of Section 24, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois. | 20-20-24-400-003 |
| The Northeast Quarter of Section 30, Township 22 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois. | 21-21-30-200-001 |
| The West Half of the Southwest Quarter of Section 25, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois. | 20-20-26-300-001 |
| The East Half of the Southeast Quarter of Section 26, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois EXCEPT that part described as follows: Beginning at the Southwest Corner of the East Half of the Southeast Quarter of Section 26; thence North 661 feet; thence East 212 feet; thence South 222 feet; thence West 198 feet; thence South 439 feet; thence West 14 feet to the point of beginning, all situated in Tazewell County, Illinois. | 20-20-26-400-002 |
| The South Half (S ½) of the Northeast Quarter (N ¼) of Section Twenty-five (25), Township Twenty-two (22) North Range Five (5) west of the | 20-20-25-200-007 |

| Legal Description | PIN |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| <p>Third Principal Meridian, EXCEPT a strip of land one (1) rod off the south side thereof, and subject to easement rights heretofore granted.</p> <p>LESS AND EXCEPT:</p> <p>Dedicated right of way as described instrument dated March 1960, granted by John Betzelberger, in favor of the County of Tazewell, State of Illinois, recorded on June 2, 1960 in Volume 626, Page 593 (ROW), Official Public Records, Tazewell County, Illinois.</p> <p>AND LESS AND EXCEPT:</p> <p>Beginning at a point five hundred (500) feet North of the Southeast Corner of the Southeast Quarter of the Northeast Quarter of Section 25, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, thence running West 260 feet, thence North 100 Feet, thence East 260 Feet and thence South 100 feet to the place of beginning, excepting that part conveyed for highway use and subject to any easements of record, and all being situated in the County of Tazewell, in the State of Illinois.</p> <p>And being the same real estate conveyed to Robert Logan Betzelberger and Luellen Marie Betzelberger, husband and wife, by Logan E. Betzelberger and M. Josephine Betzelberger, his wife, by Deed dated August 12, 1971, recorded September 10, 1971 in Volume 878, Page 10 (D), Official Public Records, Tazewell County, Illinois.</p> <p>AND ALSO, LESS AND EXCEPT:</p> <p>A part of the Northeast Quarter (NE1/4) of Section 25, Township 22 North, Range 5 West of the Third Principal Meridian, Malone Township, Tazewell County, Illinois, more particularly described as follows:</p> <p>Commencing at the Southeast Corner of said Northeast Quarter; thence North 01°-19'-22" West 16.50 feet along the East Line of said Northeast Quarter to the North Line of the South one rod of said Northeast Quarter and the point of beginning. From said point of beginning, thence South 88°-26'-05" West 2610.62 feet along said North Line to the West Line of said Northeast Quarter; thence 01°-29'-14" West 1015.64' feet along said West Line; thence North 88°-30'-46" East 353.70 feet; thence South 01°-29'-14" East 633.78 feet; thence South 88°-30'-46" West 303.70 feet to a point 50 feet normally distant East of said West Line; thence South 01°-29'-14" East 296.73 feet along a line parallel with said West Line to a point of curvature; thence Southeast 70.75 feet along the arc of a curve concave to the Northeast with a radius of 45.00 feet and the 63.68 foot chord of said arc bears South 46°-31'35" East to a point of Tangency being 40 feet normally distant North of said North Line; thence North 88°-26'-05" East 2515.67 feet along a line parallel with said North Line to said East Line; thence South 01°-19'-22" East 40.00 feet along said East Line to the point of beginning and containing 7.95 acres, more or less, and all being situated in the County of Tazewell, in the State of Illinois.</p> | |

| Legal Description | PIN |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| And being the same real estate conveyed to Rail Splitter Wind Farm, LLC, by Robert Logan Betzelberger and Linda Lee Betzelberger as Trustees of the Loan E. Betzelberger Trust, established in the Last Will and Testament of Loan E. Betzelberger, by Deed dated June 13, 2008, recorded June 24, 2008 as Instrument No. 200800013881 (D), Official Public Records, Tazewell County, Illinois. | |
| The North Half (N ½) of the North East Quarter (NE ¼) of Section Twenty-Five (25), Township Twenty- North, Range Five (5) West of the Third Principal Meridian, subject to easement rights heretofore granted for Electric High Line purposes. | 20-20-25-200-001 |
| The East Half of the Northeast Quarter of Section 26, Township 22 North Range 5 West of the Third Principal Meridian, AND The South Half of the Southwest Quarter of Section 24, Township 22 North, Range 5 West of the Third Principal Meridian AND The Northwest Quarter of Section 25, Township 22 North, Range 5 West of the Principal Meridian, AND A Strip of land one rod wide off the North side of the North Half of the Southeast Quarter of Section 25, and a strip of land one rod wide off of the South side of the Northeast Quarter of Section 25, all in Township 22 North, Range 5 West of the Third Principal Meridian, being situated in Tazewell County, Illinois. | 20-20-25-100-008 |
| The North Half of the Southeast Quarter of Section 30, Township 22 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois. | 21-21-30-400-003 |
| The North Half of the Southwest Quarter of Section 24, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, Except 5 acres in even width off of the East side of the North Half of the North Half of the Southwest Quarter of Section 24, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, together with an easement for ingress and egress 25 feet in width off the North side of the North Half of the North Half of the Southeast Quarter and 5 acres in even width off the East side of the North Half of the North Half of the Southwest Quarter of Section 24, Township 22 North, Range 5 West of the Third Principal Meridian, and all being situated in the County of Tazewell, in the State of Illinois. | 20-20-24-300-001 |
| The South Half of the North Half of the Southeast Quarter of Section 24, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois. | 20-20-24-400-004 |
| The North Half of the Southwest Quarter of Section 30, Township 22 North, Range 4 West of the Third Principal Meridian, in Tazewell County, Illinois. | 21-21-30-300-010 |

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 3rd quarterly payment for 2025 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, Resolution E-25-16 approved an agreement with GPEDC for twelve months from January 1, 2025 through December 31, 2025; 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 3rd quarter investment for 2025.

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 30th DAY OF JULY, 2025.

ATTEST:


Tazewell County Clerk
Tazewell County Board Chairman

INVOICE

Greater Peoria Economic
Development Council
201 SW Adams St
Peoria, IL 616021407

csetti@greaterpeoriaedc.org
+1 (309) 495-5910
www.greaterpeoriaedc.org



;Tazewell County Treasurer

Bill to

Chairman Brett Grimm
Tazewell County
11 S. Fourth St., Suite 432
Pekin, IL 61554

Invoice details

Invoice no.: GPEDC_2025-70
Terms: Net 60
Invoice date: 07/01/2025
Due date: 08/30/2025

| Description | Amount |
|-------------------------------------|-------------|
| 2025 GPEDC Investment - 3rd Quarter | \$18,750.00 |
| Total | \$18,750.00 |

Ways to pay

BANK

View and pay

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 Fast Ave Solar, LLC; and

WHEREAS, the 4.99 MW solar farm was approved by the Zoning Board of Appeals for Special Use on July 24th, 2024 to be located on approximately 37.67 acres located 33885 Fast Ave and in Mackinaw 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 July, 2025.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

DECOMMISSIONING AND SITE RECLAMATION PLAN

FAST AVE SOLAR LLC
TAZEWELL COUNTY, ILLINOIS

Prepared for:

Dimension Energy, LLC
3050 Peachtree Rd, 4th Floor
Atlanta, GA 30305

Prepared By:

Kimley»Horn

Kimley-Horn & Associates, Inc.
570 Lake Cook Rd, Suite 200
Deerfield, IL 60015
Contact: Ryan Solum, P.E.

Prepared on: June 18, 2025



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1.0 INTRODUCTION

Background

Fast Ave Solar LLC, a wholly owned entity of Dimension Energy, LLC (collectively, the “**Applicant**” or “**Fast Ave**” or “**Dimension**”), hereby submits this Decommissioning and Site Reclamation Plan (“**Decommissioning Plan**” or “**Plan**”) for compliance with the Agricultural Impact Mitigation Agreement and Tazewell County Solar Energy Systems Ordinance Section 156.06 to construct, operate, and maintain the Fast Ave Solar LLC solar project, a proposed 4.99 MWac Solar Energy System (Project) on approximately 37.67 acres within PIN 13-13-14-400-004 in Tazewell County, Illinois. As shown in **Exhibit B: SFLP Rev 1**, the Project’s site layout meets the required minimum road right-of-way setbacks and property line setbacks according to Solar Energy Systems Ordinance of Tazewell County.

The Project will be sited on a parcel that is approximately 37.67 acres. In existing conditions, the site is a relatively flat agricultural field.

This Decommissioning Plan (Plan) is developed in compliance with Agricultural Impact Mitigation Agreement (AIMA) and Solar Energy Systems Ordinance of Tazewell County.

This Plan covers and addresses the following elements outlined in the conditions of the AIMA and Solar Energy Systems of Tazewell County:

- Removal of Above Ground and Below Ground Infrastructure;
- Repair of compaction and rutting;
- Prevention of soil erosion;
- Access roads;
- Weed/vegetation control;
- Decommissioning plans and financial assurance of commercial solar energy facilities.

In addition, per Executed Agricultural Impact Mitigation Agreement (AIMA), the Project must be fully decommissioned within twelve (12) months of the end of the Project’s useful life in accordance with the decommissioning plan.

2.0 PROJECT COMPONENTS

The Project Components that are subject to decommission include the equipment summarized below. The decommission activities associated with these components are discussed in Section 3.0 of this Plan.

Solar Photovoltaic (PV) Equipment

The project will use Solar Photovoltaic (PV) modules mounted on single axis tracker racking with steel pile foundations.

Internal Power Collection System

The PV-generated DC power will be collected from each of the multiple rows of PV modules through one or more combiner boxes and conveyed to inverters. The inverters will convert the DC power to AC power, which will be interconnected into the existing power line running along the north side of the project boundary.

Transformers and PV combining switchgear will be mounted on concrete foundations.

Earthwork

It is anticipated that the site will require minimal grading for the Project. Site grading and drainage will be conducted in accordance with Final Civil Construction plans.

Roads

Permanent access to the Project will be off Fast Avenue. The site access will be constructed in accordance with Tazewell County requirements and the Final Civil Construction Plans. Per request of the Tazewell County Highway Engineer and the Mackinaw Township Road Commissioner, the project will also include a temporary construction access driveway from County Hwy 17 (Lilly Road). This temporary access will be removed once construction is complete. The on-site site access road is anticipated to be gravel. Both driveways will require a culvert and will be designed during Final Engineering.

Fencing

The Project site will be surrounded by a seven-foot fence. Entry gates will be provided near the site access of Fast Avenue.

3.0 PROJECT DECOMMISSION AND RECYCLING

Decommission includes removal of above-ground and below-ground structures. Only minor grading is anticipated during construction; and therefore, will require limited or no grading following decommission. Temporary erosion and sedimentation control Best Management Practices should be implemented during the decommission phase of the Project. Work hours on site will be typical 9 am – 5 pm or as otherwise required by the County.

Decommission Preparation

Prior to commencement of the decommission process, the contractor will assess existing site conditions and prepare the site for demolition. Demolition debris shall be placed in temporary onsite storage area(s) pending final transportation and disposal and/or recycling according to the procedures listed below.

Permits and Approvals

It is anticipated that an NPDES Permit from the Illinois Environmental Protection Agency (IEPA) and a SWPPP will be required. The proposed development area of the site does not contain waters of the United States or Threatened or Endangered species; thus, no federal approvals are expected. Appropriate applications for permits from the state and/or local authorities having jurisdiction (AHJs) shall be submitted and approved prior to decommission activities.

PV Equipment Removal and Recycling

During decommissioning, Project components shall be removed from the site and recycled or disposed of at an appropriately licensed disposal facility. Above ground portions of the PV module supports shall be removed. Below ground portions of the PV module supports shall be removed entirely where practical, but to a depth of five feet at a minimum. Those supports that are more firmly anchored (e.g., such as embedded in bedrock) may be cut off at least five feet below ground or to the depth of bedrock, and the remaining support left in place. This depth will avoid impact of underground equipment on future farming or other construction activities. The demolition debris and removed equipment may be cut or dismantled into pieces that can be safely lifted or carried with the onsite equipment being used. The debris and equipment shall be processed for transportation and delivery to an appropriately licensed disposal facility or recycling center. Modules shall be recycled in accordance with the solar module manufacturer's (or equivalent) recycling program. No hazardous materials or waste will be used during operation of the solar facility, and disposal of hazardous material or waste will not be required during decommission.

Internal Power Collection System

The cables, inverters, and transformers shall be dismantled. The concrete foundations shall be broken up, removed and recycled. If ground-screw foundations are used, they shall be removed and recycled. According to the AIMA, underground cables that are buried to a depth greater than five feet are not required to be removed; however, for this estimate, they will be counted as removed. Overhead conductors shall be removed from the poles, and the poles and pole foundations shall be removed. Aluminum from the conductors shall be recycled or removed from the site to an appropriately licensed disposal facility.

Roads

Gravel from the on-site access road shall be removed and recycled. Once the gravel is removed, the soil below the access road shall be scarified a depth of 18-inches and blended as noted in the Site Restoration section below.

Fencing

Project site perimeter fence shall be removed at the end of the decommission project. Since the project site is not currently fenced, this includes removal of all posts, footings, fencing material, gates, etc. to return the site to pre-project condition.

Landscaping

Unless requested in writing to remain in place by the landowner, all vegetative landscaping and screening installed as part of the Project will be removed. Any weed control equipment used during the project, including weed-control fabrics or other ground covers shall be removed. Landscape areas will be restored as noted in the Site Restoration section below.

Site Restoration

Once removal of all project equipment and landscaping is complete, all areas of the project site that are unvegetated or where vegetation was disturbed/removed as part of decommissioning shall be restored by the applicant. Restoration shall consist of applying additional topsoil, seed, and necessary fertilizer to ensure that adequate vegetation is established throughout the project site. Areas that exhibit compaction and/or rutting shall be scarified a depth of 18-inches prior to placement of topsoil and seed. The existence of drainage tile lines or underground utilities may necessitate less scarification depth. The applicant is responsible for promptly repairing damage to drain tiles and other drainage systems that result from decommissioning of the commercial solar energy facility.

4.0 FUTURE LAND USE

Per the requirements of the Illinois Department of Agriculture (IDOA), an Agricultural Impact Mitigation Agreement (AIMA) must be signed by the Facility owner and filed with the County Board prior to the Commencement of Construction. The IDOA prepared the AIMA to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Decommission of a Solar Energy System. Per the AIMA, all solar panels shall be removed from the property and the land must be restored to its pre-existing condition for agricultural use at the end of the project life cycle. This Decommissioning Plan is consistent with the AIMA requirements to return the land to its pre-project conditions as an agricultural field. Refer to Executed Agricultural Impact Mitigation Agreement (AIMA) for the AIMA.

5.0 PROJECT DECOMMISSION COSTS AND FINANCIAL ASSURANCE

The following provisions are incorporated into this Decommissioning Plan by reference to Tazewell County Solar Energy Systems Ordinance Section 156.06 Subsection 12:

- Prior to issuance of the County building permit, the facility owner shall have the approval of the Decommissioning Plan to include the end of life cost estimate of decommissioning. The cost estimate shall be phased over the life of the project and increases at the inflation rate of the higher of either 2.5% or the average inflation rate of CPI-U of the three prior calendar

years, at the time of approval. The base estimate should not be more than 12 months old at the time of consideration.

- Decommissioning of a Facility shall include the removal/disposition of all solar related equipment/facilities.
- All bond issuers must maintain an A+ rating by AM Best for viability and consideration of the County Board. Said revaluation must be performed by a certified third-party Professional Engineer licensed in the State of Illinois and provided for review by the County. Should the County find reason to disagree with the revaluation, the County shall retain the services of an additional State of Illinois Licensed Professional Engineer, at the cost of the Facility Owner.
- Any areas of decommissioning not specifically addressed herein or conflicting with the Department of Agriculture's Agricultural Impact Mitigation Agreement shall adhere to the "Agreement" filed with the State of Illinois.
- The construction method and techniques for the Facility and other similar facilities.
- A comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.

6.0 PROJECT DECOMMISSION COSTS AND FINANCIAL ASSURANCE

The AIMA and Solar Energy Systems Ordinance of Tazewell County requires the Owner and/or Operator to provide a present-day decommission cost estimate and provide the County with Financial Assurance to cover the estimated costs of Decommission of the Facility. Financial Assurance to cover the estimated costs of end of life of decommissioning of the Commercial Solar Energy Facility shall be at ten percent (10%) of the cost estimate submitted and approved by the County on or before the first anniversary of the Commercial Operation Date of the Facility. Financial assurance shall be provided in the form of a surety or like bond and on or before the sixth anniversary, the Financial Assurance shall increase to fifty percent (50%) of the end of life decommissioning cost included in the approved Plan. Following the tenth anniversary of the Commercial Operation Date, and every five years thereafter, the County may re-evaluate the Plan and associated cost estimate. On or before the eleventh anniversary of the Commercial Operation Date, and every five years thereafter, the Financial Assurance shall be increased to one hundred percent (100%) of the end of life decommissioning cost, based upon the most recently re-evaluated version of the Plan. Additional detail can be found in the Standard Solar AIMA and Solar Energy Systems Ordinance of Tazewell County. See **Exhibit A: Opinion of Probable Construction Cost with Salvage**. Industry standard prices in 2025 for removal costs were determined using RS Means cost data. Removal cost includes materials, contractor installation/demolition, mobilization and demobilization, overhead and profit, and performance bonding.

EXHIBIT A

Opinion of Probable Construction Cost With Salvage

Fast Avenue, LLC
Tazewell County, IL
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 | Total Salvage | Total Price (incl. markups) | Total Price |
|---------------------------------------------------------------------------|----------|------|-------------|-------------------------------|-----------------------------|-----------------|
| Mobilization | 1 | LS | | \$ - | \$ 19,840.00 | \$ (19,840.00) |
| Temporary Facilities | 1 | LS | | \$ - | \$ 2,380.00 | \$ (2,380.00) |
| Safety | 1 | LS | | \$ - | \$ 1,610.00 | \$ (1,610.00) |
| Legal Expenses | 1 | LS | | \$ - | \$ 430.00 | \$ (430.00) |
| General Liability Insurance | 1 | LS | | \$ - | \$ 1,730.00 | \$ (1,730.00) |
| Contractor's G&A | 1 | LS | | \$ - | \$ 3,260.00 | \$ (3,260.00) |
| SWPPP, Erosion Control Measures (Disturbed Area) | 26 | AC | \$670.00 | \$ - | \$ 17,420.00 | \$ (17,420.00) |
| Seeding | 2 | AC | \$2,818.33 | \$ - | \$ 5,636.66 | \$ (5,636.66) |
| Tilling 6" topsoil/scarifying access road and rough grading existing soil | 1 | AC | \$27,651.44 | \$ - | \$ 27,651.44 | \$ (27,651.44) |
| Remove and Recycle Chainlink Fence | 4,664 | LF | \$14.97 | \$ 2,350.66 | \$ 69,805.55 | \$ (67,454.89) |
| Remove Power Pole | 7 | EA | \$856.04 | \$ - | \$ 5,992.28 | \$ (5,992.28) |
| Remove and Recycle AC Cables | 875 | LF | \$13.05 | \$ 148.31 | \$ 11,416.12 | \$ (11,267.81) |
| Remove and Recycle DC Cables | 151,042 | LF | \$0.52 | \$ 25,601.58 | \$ 78,635.07 | \$ (53,033.49) |
| Backfill AC and DC trenches | 52,451 | LF | \$0.87 | \$ - | \$ 45,866.34 | \$ (45,866.34) |
| Remove and Recycle Inverters/Transformers | 2 | EA | \$4,551.50 | \$ 10,800.00 | \$ 9,103.00 | \$ 1,697.00 |
| Remove and Recycle Photovoltaic Modules | 12,582 | EA | \$3.31 | \$ 38,769.74 | \$ 41,646.42 | \$ (2,876.68) |
| Remove and Recycle Piles | 2,495 | EA | \$10.55 | \$ 25,149.60 | \$ 26,322.25 | \$ (1,172.65) |
| Remove and Recycle Support Assemblies | 385,037 | LB | \$0.11 | \$ 34,653.36 | \$ 43,297.47 | \$ (8,644.10) |
| Contaminated Soils Testing | 1 | LS | | \$ - | \$ 4,000.00 | \$ (4,000.00) |
| Reclamation Monitoring and Maintenance | 1 | LS | | \$ - | \$ 10,000.00 | \$ (10,000.00) |
| Subtotal: | | | | \$ 137,473.25 | \$ 426,042.60 | \$ (288,569.35) |
| | | | | 40-Year Inflation (2.5%/year) | | \$ (486,257.77) |
| | | | | Total: | | \$ (774,827.12) |

Notes:

- Quantities were recorded on 6/11/2025.
- Labor productivity and unit rates were derived from RSMeans Online (Heavy Construction, 2025 data).
- Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for Peoria, IL.
- Material salvage values were based off of current US salvage exchange rates.
- Equipment rental rates determined from RSMeans and/or local rental facilities.
- Photovoltaic Module material salvage rate is based on straight-line depreciation of modules (-0.5% per year).
- For PV Module Removal/Recycle labor and equipment costs are computed at present values, while salvage value is computed at depreciated
- 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 @ \$0.5/LF of fence, @ \$0.63/pile, and @ \$0.09/LB.
- Inverter resale value is dependent on the assumption that all inverters will be decommissioned and resold half way through their useful life (every 5 years).

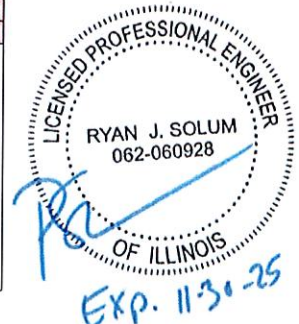


EXHIBIT B

SFLP Rev 1

EXHIBIT C

Executed Agricultural Impact Mitigation Agreement (AIMA)

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT

between
Fast Ave Solar LLC

and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
in
Tazewell County, Illinois

Pursuant to the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147), the following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Deconstruction of a Commercial Solar Energy Facility. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA).

Fast Ave Solar LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 4.95MW AC Commercial Solar Energy Facility in Tazewell County [GPS Coordinates: 40.536828N, 89.289366W], which will consist of up to 25.50 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The mitigative actions specified in this AIMA shall be subject to the following conditions:

- A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.
- B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.
- C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

Standard Solar AIMA V.8.19.19

- D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.
- E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.
- F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.
- G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.
- H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.
- I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.
- J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.
- K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.
- L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.
- M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment

When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.

Fast Ave Solar LLC
Standard Solar Agricultural Impact Mitigation Agreement

| | |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Aboveground Cable | Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter. |
| Agricultural Impact Mitigation Agreement (AIMA) | The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein. |
| Agricultural Land | Land used for Cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government conservation programs used for purposes as set forth above. |
| Best Efforts | Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation. |
| Commercial Operation Date | The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months. |
| Commercial Solar Energy Facility (Facility) | A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts. |
| Commercial Solar Energy Facility Owner deemed (Facility Owner) | A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act. |
| County | The County or Counties where the Commercial Solar Energy Facility is located. |
| Construction | The installation, preparation for installation and/or repair of a Facility. |
| Cropland | Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland. |

| | |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deconstruction | The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA. |
| Deconstruction Plan | <p>A plan prepared by a Professional Engineer, at the Facility's expense, that includes:</p> <ol style="list-style-type: none"> (1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: <ol style="list-style-type: none"> i. the number of solar panels, racking, and related facilities involved; ii. the original Construction costs of the Facility; iii. the size and capacity, in megawatts of the Facility; iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs); v. the Construction method and techniques for the Facility and for other similar facilities; and (2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility. |
| Department | The Illinois Department of Agriculture (IDOA). |
| Financial Assurance | A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary. |
| Landowner | Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement. |
| Prime Farmland | Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management). |
| Professional Engineer | An engineer licensed to practice engineering in the State of Illinois. |
| Soil and Water Conservation District (SWCD) | A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources. |
| Tenant | Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement. |
| Topsoil | The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon. |
| Underlying Agreement | The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner. |

| | |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Underground Cable | Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid. |
| USDA Natural Resources Conservation Service (NRCS) | An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation. |

Construction and Deconstruction Standards and Policies

1. Support Structures

- A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.
- B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.
- C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

3. Guy Wires and Anchors

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

4. Underground Cabling Depth

- A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:
 1. a minimum of 5 feet of top cover where they cross Cropland.
 2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
 3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.

B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:

1. Within the fenced perimeter of the Facility; or
2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.

C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.

B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.

C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.

D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.

E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.

F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.

G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

- B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.

C. Maintaining Surrounding Area Subsurface Drainage

If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.

D. Re-establishing Subsurface Drainage Within Facility Footprint

Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

- E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.
- F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.
- G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

- A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.
- B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.
- C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

- A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.
- B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.
- C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.
- D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

- A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

- B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

10. Prevention of Soil Erosion

- A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.
- B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.
- C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

12. Compensation for Damages to Private Property

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

13. Clearing of Trees and Brush

- A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.
- B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

- A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

- B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.
- C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

- A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.
- B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.
- C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
- D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities

- A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:
 - 1. Solar panels, cells and modules;
 - 2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
 - 3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
 5. Overhead collection system components;
 6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
 7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
 8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
 9. Debris and litter generated by Deconstruction and Deconstruction crews.
- B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.
- C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.
- D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:
1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
 2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
 3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

- E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.
- F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and Fast Ave Solar LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Tazewell County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

**STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE**



By: Jerry Costello II, Director



By Clay Nordsiek, Deputy General Counsel

801 E. Sangamon Avenue,
State Fairgrounds, POB 19281
Springfield, IL 62794-9281

Fast Ave Solar LLC



By C. Dean Smith, P.E.

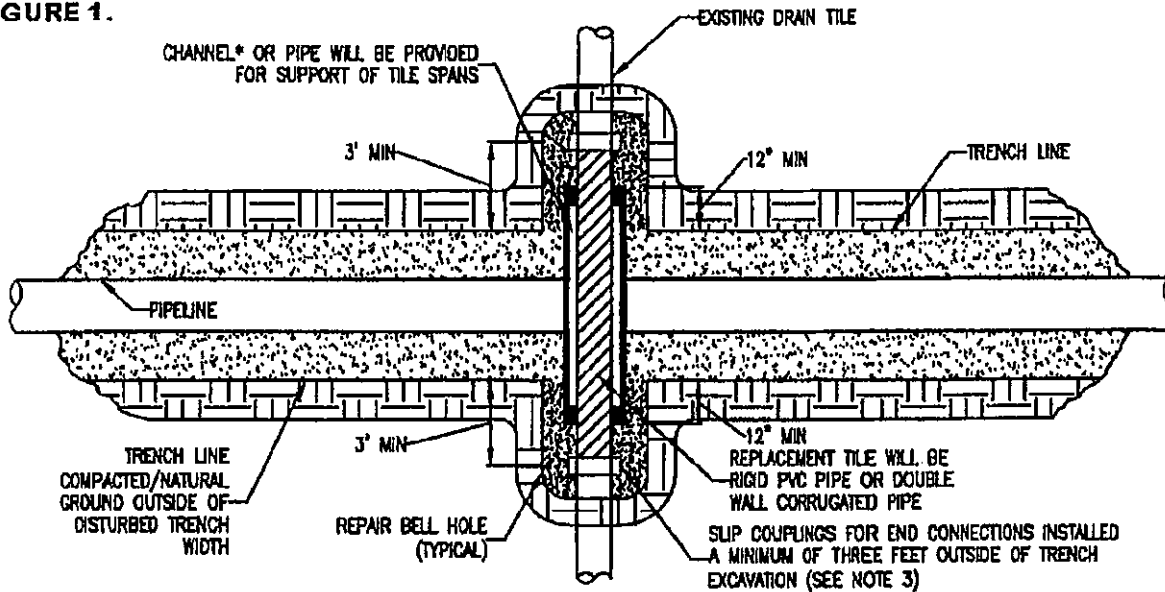
55 Technology Drive, Suite 102
Lowell, MA 01851

Address

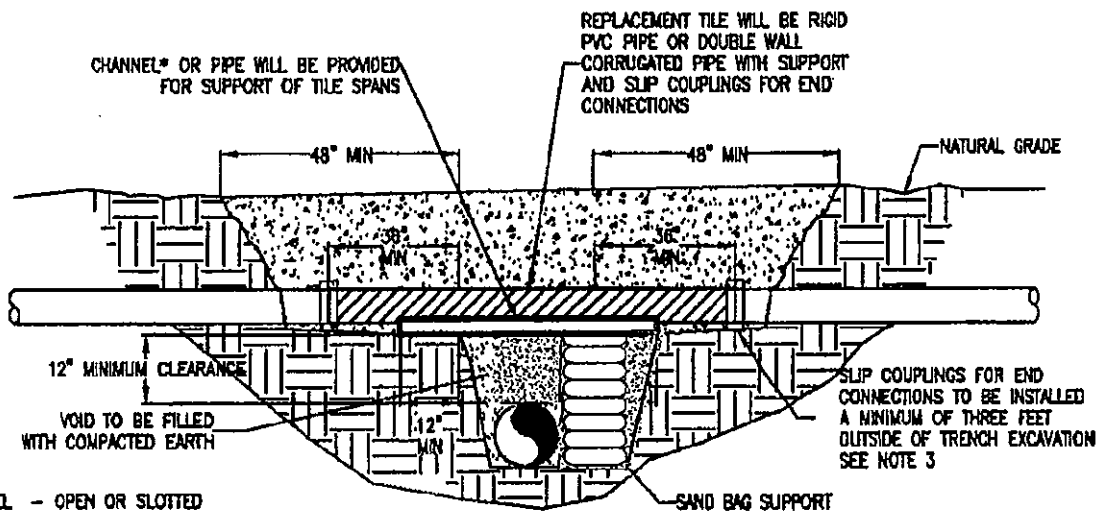
April 23, 2024

4/26, 2024

FIGURE 1.



PLAN
N.T.S.



CROSS SECTION
N.T.S.

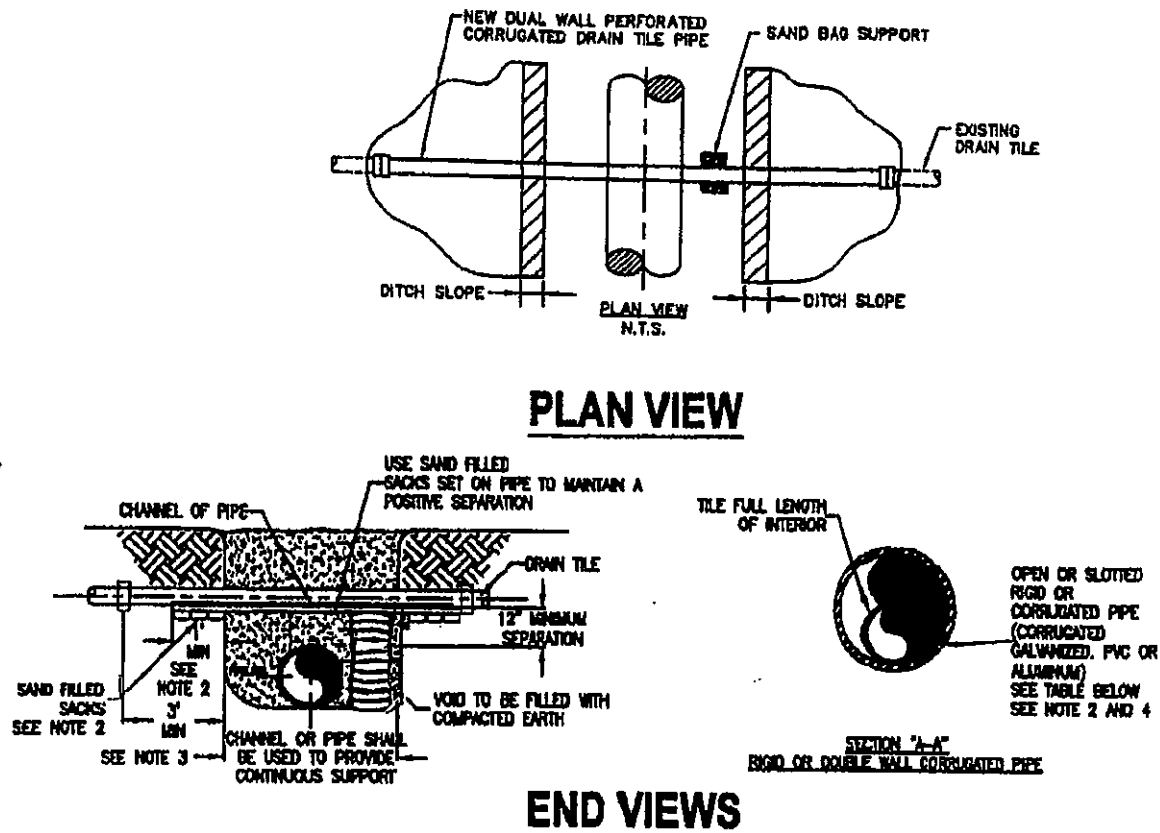
*CHANNEL - OPEN OR SLOTTED
CORRUGATED GALVANIZED, PVC OR
ALUMINUM CRADLE TO SUPPORT
DRAIN TILE.

NOTE:

1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



| MINIMUM SUPPORT TABLE | | | |
|-----------------------|----------------|-----------|----------|
| TILE SIZE | CHANNEL SIZE | PIPE SIZE | |
| 3" | 4" @ 5.4 #11 | 4" | STD. WT. |
| 4"-5" | 5" @ 6.7 #12 | 6" | STD. WT. |
| 6"-9" | 7" @ 9.8 #14 | 8"-10" | STD. WT. |
| 10" | 10" @ 15.3 #18 | 12" | STD. WT. |

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE Laterally INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

PAGE 2 of 2

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have 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 providing a \$50,000 match commitment for Tri-County Regional Planning Commission's application for USDA Rural Community Development Initiative Grant; and

WHEREAS, housing development shapes economic opportunities, as lack of housing can create barriers to workforce attraction and retention while limiting overall economic development; and

WHEREAS, the USDA grant will support the creation of a regional housing hub that would provide technical support and planning for rural housing development strategies in Tazewell County; and

WHEREAS, funding only becomes available every three years, and applications are due on August 12, 2025; and

WHEREAS, the County has been receiving energy transition grant funding from the State of Illinois for the last two years, and continues to remain eligible with the scheduled closing of the Powerton Station in 2028; and

WHEREAS, the grant application for the energy transition grant has been submitted for the current grant cycle, and a notice of award is expected in the coming months; and

WHEREAS, the creation of a regional housing hub would support the purpose of the energy transition grant's purpose to promote economic development and could be submitted as a grant use.

THEREFORE BE IT RESOLVED that the County Board authorize the Chairman to sign a Letter of Commitment for a \$50,000 grant match.

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

PASSED THIS 30th DAY OF JULY, 2025.

ATTEST:



Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve Adopting and Authorizing Intergovernmental Agreements for Computer Assisted Mass Appraisal Software (CAMA); and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1, et seq. the Parties can enter into agreements which provide for joint cooperation by and among the Parties; and

WHEREAS, pursuant to 35 ILCS 200/9-30, township assessors may spend funds for the preparation, establishment and maintenance of a detailed property record system which would provide information useful to assessment officials; and

WHEREAS, Tazewell County has entered into a contract with DEVNET to provide an integrated property tax system; and

WHEREAS, DEVNET has contracted with Tazewell County to allow any interested Township to access and use the property tax system for an agreed upon cost pursuant to the Tazewell County contract; and

WHEREAS, Tazewell County wishes to enter into this IGA with any interested township situated within the County to assist in the automation of property records and the provisions of tools necessary to calculate property assessments in a manner in which the County and the Township deem appropriate and cost-effective.

THEREFORE, BE IT RESOLVED by the County Board of Tazewell County that the Intergovernmental Agreement for Computer Assisted mass Appraisal Software (CAMA) that is attached hereto be approved and adopted and that the Tazewell County Board Chairman is authorized to enter into this Intergovernmental Agreement with any interested Township.

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

PASSED THIS 30th DAY OF July, 2025.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT FOR COMPUTER ASSISTED MASS APPRAISAL SOFTWARE (CAMA)

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "the Agreement") is entered into by and between the Township of _____ (hereinafter "Township") and Tazewell County (collectively "the Parties").

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1, et seq. the Parties can enter into agreements which provide for joint cooperation by and among the Parties; and

WHEREAS, pursuant to 35 ILCS 200/9-30, township assessors may spend funds for the preparation, establishment and maintenance of a detailed property record system which would provide information useful to assessment officials; and

WHEREAS, Tazewell County has entered into a contract with DEVNET to provide an integrated property tax system; and

WHEREAS, DEVNET has arranged with Tazewell County to allow the Township to access and use the property tax system for an agreed upon cost pursuant to the Tazewell County contract; and

WHEREAS, Tazewell County wishes to enter into this IGA with the Township to assist in the automation of property records and the provisions of tools necessary to calculate property assessments in a manner in which the County and the Township deem appropriate and cost-effective.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

Section 1. Tazewell County Obligations.

- A. Tazewell County, specifically through the Tazewell County Supervisor of Assessments, agrees to cooperate with the Township and DEVNET (the "vendor") to implement the integrated property tax system for the term of this Agreement.
- B. Tazewell County agrees to pay all of the CAMA related software, tools, conversion costs, and fees, specifically including APEX sketch license costs and fees, for the Township for each year for the term of this Agreement.

Section 2. Township Obligations.

- A. Township agrees to utilize the DEVNET integrated property tax system for the term of this Agreement.

- B. Township agrees to participate in any training provided by the County Supervisor of Assessments.
- C. Township agrees to abide by the terms and conditions of this contract between Tazewell County and DEVNET, which is attached hereto as Exhibit A.

Section 3. Terms. This Agreement shall be effective from the date of execution until December 31, 2030.

Section 4. Renewal. This Agreement shall renew annually with the specific approval of the Tazewell County Board.

Section 5. Notices. All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be sent to the following:

Nicole Jones
Tazewell County Supervisor of Assessments
11 S. Fourth St, Suite 410
McKenzie Bldg.
Pekin, IL 61554

Township Assessor for the Township of _____

_____ (Office Address)

_____ (City, State, Zip)

Section 6. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising from the interpretation or performance of this Agreement shall be within Tazewell County, Illinois.

Section 7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instruments. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

IN WITNESS WHEREOF, the Tazewell County Board Chairman and the Township of _____ have caused this Agreement to be executed and attested in its name by its duly authorized officers as of the date shown below, and this Agreement shall be effective as set forth in Section 3 and 4 of this Agreement.

TAZEWELL COUNTY


Tazewell County Board Chairman

Date: 07/31/2025

TOWNSHIP OF _____

Date: _____

(Printed Name)
Township Board Supervisor

ATTEST:

Date: _____

(Printed Name)
Township Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County board to authorize the following budget transfer for Community Development – County Farm

- Transfer \$1000.00 from Field Repairs (100-615-5163) to Chemicals (100-615-5164)

WHEREAS, the transfer of funds is necessary to reconcile the balances owed following prepayment of chemicals FY24.

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

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

PASSED THIS 30TH DAY OF JULY 2025

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 Harris and Finance Committee
FROM: Jaclynn Workman, Administrator
DATE: June 13th, 2025
SUBJECT: Transfer

A transfer is being requested from the County Farm – Field Repairs (100-615-5163) to Chemical (100-615-5164) in the amount of \$1000.00. Chemicals are pre-paid at the beginning of the year and balance carried out throughout. When the account was reconciled for FY24 there was a deficit of \$601.30 owed for chemicals.

Invoices throughout the year show a positive balance with no payment due, however a more detailed statement provides actual cost related to each application. We will begin tracking the actual cost to reconcile the pre-pay on internally and before the close of the fiscal year.

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
LU-25-08
(ZBA Case No. 25-28-S)

Chairman and Members of the Tazewell County Board:

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

RE: Approval of Special Use Petition of Elm Grove CSG 1, LLC.

R E S O L U T I O N

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

WHEREAS, said ordinance requires a Special Use for a Commercial Solar Energy Facility in the "A-1" Agriculture Preservation District; and

WHEREAS, a public hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on July 1, 2025 in Case No. 25-28-S; and

WHEREAS, the ZBA deliberated its decision on July 1, 2025 and voted to recommend *APPROVAL* of the Special Use with conditions; and

WHEREAS, your Land Use Committee met on July 8, 2025 to consider the application, report of the ZBA, the recommendation of the Community Development Administrator and Land Use Planner; and

WHEREAS, your Land Use Committee voted to recommend *APPROVAL* of the Special Use with conditions; as established by the ZBA;

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

NOW THEREFORE BE IT RESOLVED, that the County Board **APPROVE** this resolution and the petitioner's request for Special Use Case. No. 25-28-S with the finding of fact as provided by the ZBA/Land Use Committee with conditions.


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

Adopted this 31st day of July, 2025.

ATTEST:



Tazewell County Board Chairman



Tazewell County Clerk

**AN ORDINANCE GRANTING A SPECIAL USE
UNDER THE PROVISIONS OF TITLE XV,
CHAPTER 157, ZONING CODE OF TAZEWEILL COUNTY
ON PETITION OF ELM GROVE CSG 1, LLC**

(Zoning Board Case No. 25-28-S)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, by Elm Grove CSG 1, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 25-28-S was held by the Tazewell County Zoning Board of Appeals on July 1, 2025, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending APPROVAL with the following conditions be established:

1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).
2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
4. Vegetative screening, such as a species of pine tree, shall be 3-5' at planting as proposed in the application.
5. Cover crop, such as wheat or rye, shall be established prior to construction to prevent sediment and erosion control issues during the construction phase.

; and

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

fact:

1. *The Special Use shall, in all other respects, conform to the applicable regulations of the Tazewell County Zoning Ordinance for the district in which it is located.*

(POSITIVE) The Special Use conforms to all applicable regulations of the Tazewell County Zoning Code to be enforced by the Community Development Administrator.

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

(POSITIVE) The proposed special use is within 1.5 miles of the City of Pekin which has an adopted Comprehensive Plan from 2006. This plan identifies the subject area's future land use as estate although the property is located outside of Pekin's designated future growth area. The proposed special use is consistent with the following policies of the Tazewell County Comprehensive Plan:

- o Minimize conflict between land uses
- o Allow for supplemental uses to supplement farm income and support the financial viability of farms

3. *The petitioner has met the requirements of Article 25 of the Tazewell County Zoning Code.*

(POSITIVE) Per the application, the requirements of Article 25 of the Tazewell County Zoning Code have been met.

4. *The Site shall be so situated as to minimize adverse effects, including visual impacts on adjacent properties.*

(POSITIVE) The proposed solar farm is in an agricultural area south of the City of Pekin, roughly half a mile south of Highway 9 off of Mennonite Church Rd. The special use site area is in a depression which at some points is 30ft lower than the adjacent Mennonite Church Rd, helping to shield views of the proposed farm from the road and residences to the east. The applicant has proposed a 20 ft landscape buffer, consisting of evergreen

plantings, on the eastern side of the solar farm to shield views from the roadway and residence that is roughly 900 feet to the east of the project site. Per the reasons listed above, adverse visual impacts on adjacent properties should prove minimal.

5. *The establishment, maintenance or operation of the Special Use shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the neighboring vicinity.*

(POSITIVE) The surrounding area is primarily agriculture land with some residential development to the east of the site. When operated appropriately, a solar farm is a low-intensity use which should not create any health or safety hazards. Given this context, the proposed special use should not pose a significant risk to the public health, safety, morals, comfort, or general welfare of the neighboring vicinity.

6. *The Special Use shall not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.*

(POSITIVE) Once operational, solar farms requires little maintenance and do not require full-time staff to operate. Therefore, the proposed special use should pose no threat to nearby property owners' use and enjoyment of their property.

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

(POSITIVE) Given the low-intensity and non-polluting natures of the project, establishment of the special use should not substantially diminish or impair property value in the surrounding area.

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

(POSITIVE) Per the application, all utilities and necessary facilities will be provided.

9. *Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion and hazard on the public streets.*

(POSITIVE) Construction of the solar farm will require an entrance onto Mennonite Church

Rd. The proposed solar farm will likely cause a temporary increase to traffic during construction but should have little to no impact on traffic afterward. Due to the small width of Mennonite Church Rd, the applicant should work closely with the Road Commissioner to design entrances that minimize traffic hazards. Based on these considerations, this finding is judged to be positive.

10. *The evidence establishes that granting the use, which is located one-half mile or less from a livestock feeding operation, will not increase the population density around the livestock feeding operation to such levels as would hinder the operation or expansion of such operation.*

Not applicable.

11. *Evidence presented establishes that granting the use, which is located more than one-half mile from a livestock feeding operation, will not hinder the operation or expansion of such operation.*

(POSITIVE) Once operational, a solar farm is a low-intensity use and will not hinder the operation or expansion of a livestock feeding operation within a one half mile of the subject property.

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

(POSITIVE) The subject property contains soils with productivity index ratings ranging from 125 to 135, with a majority of the special use site upon soils of a productivity index of 125. Solar projects are typically constructed in agricultural areas, but the fact remains that the requested special use would temporarily remove some prime agriculture land from production. However, when solar farms are built and maintained properly, they should not destroy the soil beneath, they should not negatively impact storm water infiltration, and the land may be reverted to farmland when the solar array is decommissioned. Therefore, this finding is judged to be positive.

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

(POSITIVE) Most solar farms are best-suited for open agricultural areas, and the proposed array is in such an area. Moreover, the proposed special use should not disturb the residential properties nearby due to sufficient vegetative screening. Therefore, the proposed solar farm is consistent with surrounding uses of property.

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

(POSITIVE) Given the reasons stated above, the subject property is suitable for the requested special use, with one condition.

which findings of fact are hereby _____ by the County Board as the reason for _____ the Special Use request, with conditions.

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

SECTION I. The petition of Elm Grove CSG 1, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District on the following described property:

Current Owner of Property: Robert Orr, Trustee, 5 Rosewood Ln., Pekin, IL 61554

Currently a Part of P.I.N. 11-11-17-300-005; an approximate 28 +/- acres utilized of a 70 acre parcel located in part of the NE ¼ of the SW ¼ of Sec 17, T24N, R4W of the 3rd P.M., Elm Grove Twp., Tazewell Co., IL;

located in a field immediately West and across the road from 14420 and 14394 Mennonite Church Rd., Pekin, IL.


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

PASSED AND ADOPTED this 31st day of July, 20 25.

Ayes 12 Nays 8 Absent 2

DA
Chairman
Tazewell County Board

ATTEST:



County Clerk
Tazewell County, Illinois

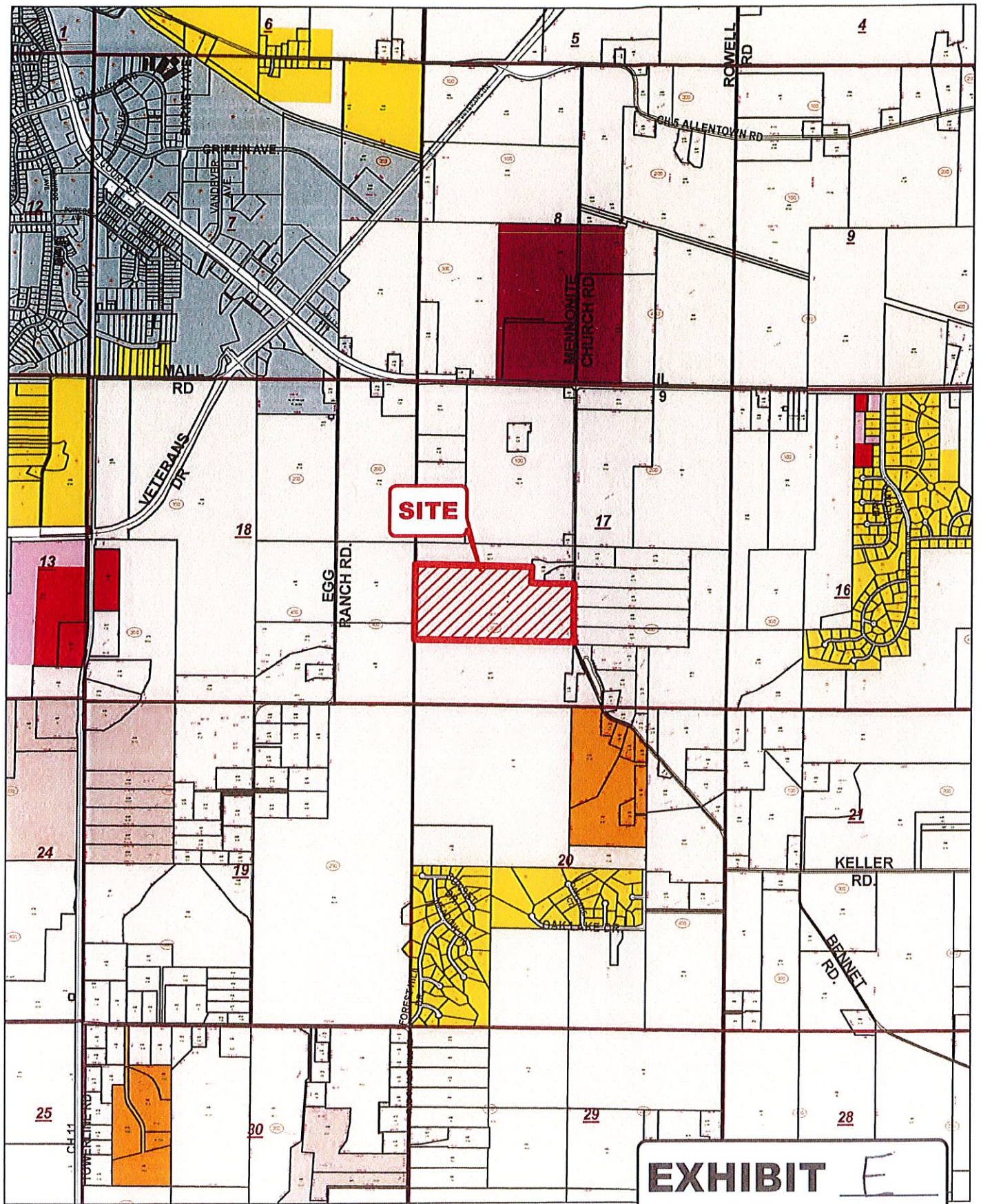
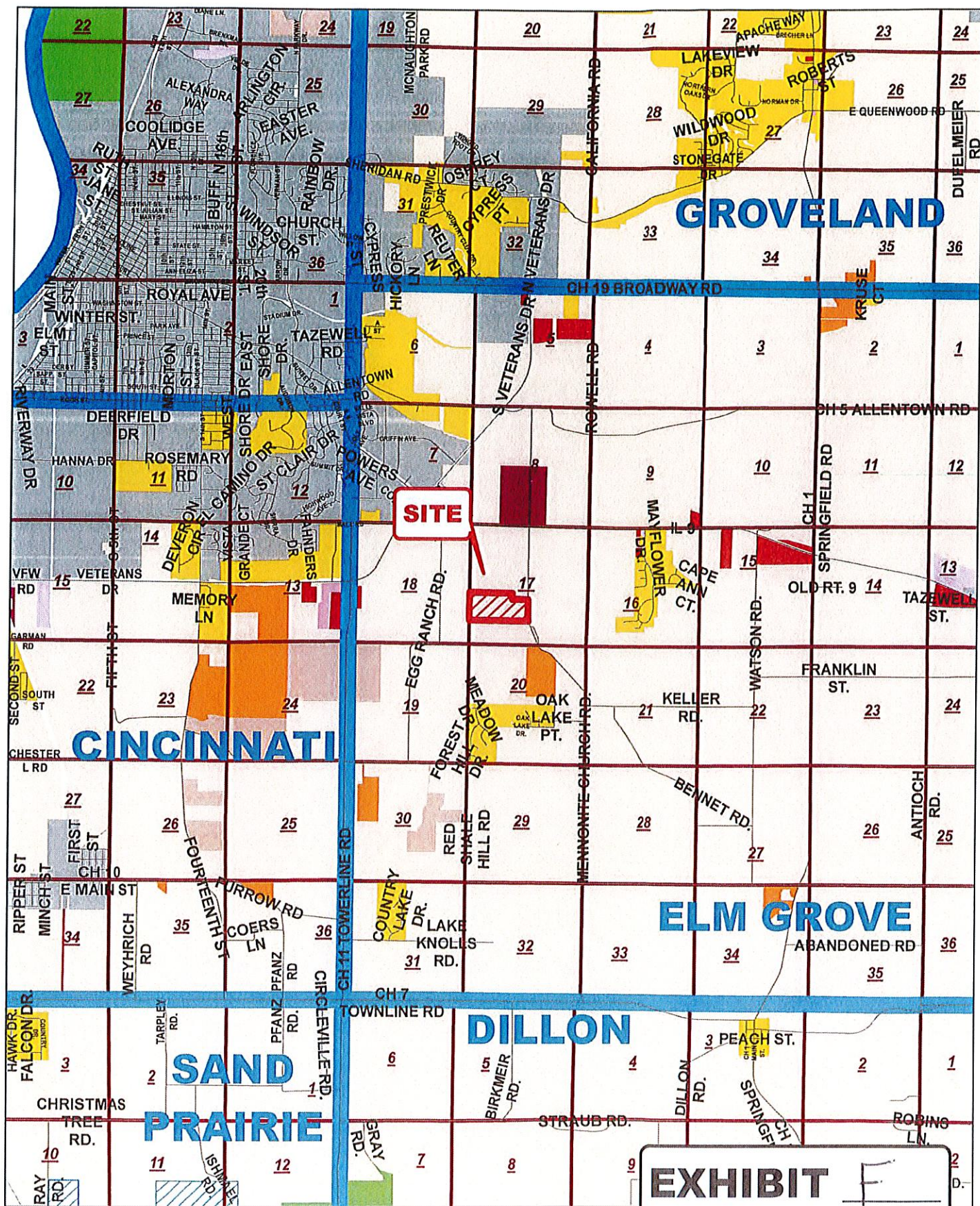


EXHIBIT E



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

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



0 1,550 3,100 6,200 9,300 12,400 Feet

Zoning District

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

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the following budget transfer for Community Development; and

- Transfer \$20,000.00 from Consulting (100-300-5252) to Building Code Inspections (100-300-5210)

WHEREAS, the transfer of funds is necessary to cover the cost related to the use of contractual inspectors to ensure code compliance in Tazewell County; and

WHEREAS, the increased utilization of the contractual inspectors is necessary due to the vacancy of the Building Inspector position; and

WHEREAS, these funds are available for transfer due to budgeting for a shared cost at 20% of consulting with Tri-County Regional Planning to update the Tazewell County Comprehensive Plan; and

WHEREAS, Tazewell County was not awarded the grant necessary to cover the remaining 80% of the estimated cost of consultation; and

WHEREAS, Tazewell County will not be pursuing consultation to update the comprehensive plan FY25.

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

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

PASSED THIS 30th DAY OF July 2025

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 Harris and Finance Committee
FROM: Jaclynn Workman, Administrator
DATE: June 13th, 2025
SUBJECT: Transfer

A transfer is requested from Consulting (100-615-5163) to Building Code Inspections (100-615-5164) in the amount of \$20,000.00. There is continued dependancy on the use of contractual inspectors due to the vacancy of the building inspector position. The funds are available in the consulting line, as we had budgeted 20% (40,000.00) of the cost to consult with Tri County Regional Planning to update the Tazewell County Comprehensive Plan. Tri-County on our behalf applied for an IDOT grant that would have covered the remaining 80% (160,000) of the estimated consulting fee. Unfortunately, Tazewell County was not awarded the grant and therefore does not intend to proceed with the Comprehensive Plan updates in FY25.

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

JW

COMMITTEE REPORT

F-25-21

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to approve the quote from Heart Technologies for the purchase of 27 additional laptops including required workstation equipment; and

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

WHEREAS, Heart Technologies manages making recommendations for equipment, obtaining pricing, preparing the equipment, deploying the equipment, and troubleshooting the equipment, making it not conducive to competitive bidding; and

WHEREAS, the cost for the purchase and deployment of 27 laptops for a total of \$58,449.06.

THEREFORE BE IT RESOLVED that the County Board approves the recommendation and authorizes the County Board Chairman to sign an agreement with Heart Technologies.

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

PASSED THIS 30TH DAY OF JULY, 2025.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman



We have prepared a quote for:

Tazewell County Government

Laptop Replacements 2025

Quote # ME013907EP Version 1

Prepared by:

Matt Eppel

Engineered by:

Brandi Johnson

Products

| Description | Qty |
|-----------------------------------------------------------------------------------------------|-----|
| Hp - Probook 16in - Ultra 5 Processor - 16GB RAM - 512GB SSD - Windows 11 Pro - 3 Yr Warranty | 27 |
| Hp - Wireless Keyboard Combo | 27 |
| Hp - Docking Station | 27 |
| Hp - 23.8in Monitor | 54 |



Laptop Replacements 2025

Prepared by:

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

Prepared for:

Tazewell County Government
Mike Deluhery
(309) 478-5704
MDeluhery@tazewell-il.gov
11 S. 4th Street
Pekin, IL 61554

Quote Information:

Quote #: ME013907EP
Version: 1
Delivery Date: 06/17/2025
Expiration Date: 06/30/2025

Quote Summary

| Description |
|--------------------------|
| Laptop Replacements 2025 |

Total: \$58,449.06

Payment Schedule

| Description | Payments | Interval | Amount |
|-----------------------------|----------|----------|-------------|
| Purchase Price: 50/30/20 | | | |
| 50% Due on Signing | 1 | One-Time | \$29,224.53 |
| 30% on Receipt of Materials | 1 | One-Time | \$17,534.72 |
| 20% on Completion | 1 | One-Time | \$11,689.81 |

Payment Due at Signing

| Description | Amount |
|----------------------------------------------|-------------|
| Purchase Price: 50/30/20: 50% Due on Signing | |
| Total of 50% Due on Signing Payment | \$29,224.53 |

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: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: Mike Deluhery
Title: _____
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 Labor includes:

- Install Windows 11 Professional
- Perform firmware and Windows updates to the latest stable releases
- Join to the internal Domain
- Install and configure business applications
- Connect and configure compatible peripherals (docking stations, printers, scanners, etc.)
- Migrate data from the old computer as needed
- Deploy to end user

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).

ALL MATERIAL PRICING INCLUDED IN THIS PROPOSAL IS ONLY VALID FOR 30 DAYS.

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.

COMMITTEE REPORT

HR-25-15

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to approve updates to the County's Health Plan as provided in the attached Summary of Benefits and Coverage documents; and

WHEREAS, the current Health Plan does not cover out-of-network costs when a plan participant resides within a 40-mile local radius, except in limited circumstances; and

WHEREAS, with the approval of the Aetna program, the County will have a significantly expanded national list of in-network providers; and

WHEREAS, the Aetna plan requires differentiation between in-network and out-of-network; and

WHEREAS, the Aetna plan will allow for removing the lack of out-of-network coverage within the 40-mile radius requirement and replacing it with the out-of-network coverage provided in the attached Summary of Benefits and Coverage, with most out-of-network services having a 40% coinsurance unless provided otherwise; and

WHEREAS, the change will be effective September 1, 2025.

THEREFORE BE IT RESOLVED that the County Board approves the recommendations and directs Consociate to incorporate the changes into the Health Plan.

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

PASSED THIS 30th DAY OF July, 2025.


ATTEST:




County Clerk



County Board Chairman

 **The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, contact your Human Resources department. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.consociatehealth.com or call 1-800-798-2422 to request a copy.

| Important Questions | | Answers | Why This Matters: |
|-----------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What is the Calendar Year overall <u>deductible</u> ? | | For <u>network providers/out-of-network providers</u> combined: \$500 Individual \$1,000 Family | Generally, you must pay all of the costs from <u>providers</u> up to the calendar year <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> . |
| Are there <u>services</u> covered before you meet your <u>deductible</u> ? | | Yes. <u>Preventive care</u> , emergency room, network charges where <u>copayments</u> apply, and prescription drug <u>copayments</u> are covered before you meet your <u>deductible</u> . | This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ . |
| Are there other <u>deductibles</u> for specific services? | | No | You don't have to meet <u>deductibles</u> for specific services. |
| What is the Calendar Year <u>out-of-pocket limit</u> for this <u>plan</u> ? | | For <u>network providers/out-of-network providers</u> combined: \$1,300 Individual \$2,600 Family | The <u>out-of-pocket limit</u> is the most you could pay in a calendar year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met. |
| What is not included in the <u>out-of-pocket limit</u> ? | | <u>Premiums</u> , <u>balance-billed</u> charges, <u>copayments</u> , dental/vision, penalties for failure to obtain preauthorization, ineligible charges and health care this <u>plan</u> doesn't cover. | Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> . |
| Will you pay less if you use a <u>network provider</u> ? | | Yes. See www.consociate.com or call 1-800-798-2422 for a list of <u>network providers</u> . You can also see www.healthpluspeoria.com or call 4-309-674-8358. aetna.com/asa (If you are outside of the <u>network-service area</u> , please contact <u>MultiPlan</u> (www.multiplan.com) for a <u>PHCS-Out of Area Provider</u> .) | This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the provider's charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services. <u>Out-of-network benefits are not available unless you are outside of the network area or unless the treatment is not offered at the Network facility.</u> |
| Do you need a <u>referral</u> to see a <u>specialist</u> ? | | No | You can see the <u>specialist</u> you choose without a <u>referral</u> . |

 All coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

| Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility. | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| The plan includes services at BJC HealthCare Center of Excellence Network (BJC COE). For Services at BJC COE, the deductible and out of pocket expenses will be waived. | | | | |
| If you visit a health care provider's office or clinic | Primary care visit to treat an injury or illness | \$25 copayment | 40% 20% coinsurance | Telemedicine with Walmart Virtual Care: Call 1-855-636-3669. Chiropractic Care covered at 20% coinsurance for Network Providers. Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. |
| | Specialist visit | \$25 copayment | 40% 20% coinsurance | |
| | Preventive care/screening/immunization | No Charge | No-Charge 40% coinsurance | |
| If you have a test | Diagnostic test (x-ray, blood work) | Office: 20% coinsurance Outpatient: 10% coinsurance | 40% 20% coinsurance | Imaging: Preauthorization is required for Advanced Radiology including Nuclear Medicine and Nuclear Cardiology, or benefits could be reduced. Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility. |
| | Imaging (CT/PET scans, MRIs) | Facility: 10% coinsurance Physician: 20% coinsurance | 40% 20% coinsurance | |
| If you need drugs to treat your illness or condition More information about prescription drug coverage is available at Smithrx.com or 1-844-454-5201. | Generic drugs | Retail 30-day: \$12 copayment 90-day: \$24 copayment | Not Covered | Covers up to a 30-day supply (retail); 90-day supply (retail and mail order). Retirees and/or Retiree's spouses eligible for Medicare are not covered by the Drug Program. |
| | Preferred brand drugs | Retail 30-day: \$30 copayment 90-day: \$60 copayment | | |
| | Non-preferred brand drugs | Retail 30-day: \$50 copayment 90-day: \$100 copayment | | |
| | Specialty drugs | \$50 copayment | Not Covered | Covers up to a 30-day supply |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgery center) | 10% coinsurance | 40% 20% coinsurance | Preauthorization is required or benefits could be reduced. Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility. |
| | Physician/surgeon fees | 20% coinsurance | 40% 20% coinsurance | |
| If you need immediate medical attention | Emergency room care | Facility: \$300 copayment; After Facility copayment, other providers for emergency services: 10% coinsurance after In Network Deductible | | Preauthorization is required if admitted. Copay waived if admitted. |
| | Emergency medical transportation | 20% coinsurance | 40% 20% coinsurance | |
| | Urgent care | \$75 copayment | \$75 copayment 40% 20% | |

| <i>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</i> | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you have a hospital stay | Inpatient or Outpatient treatment - Facility | 10% coinsurance | 40% 20% coinsurance | Preauthorization is required or benefits could be reduced. <u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u> |
| | Inpatient or Outpatient: Services, Physician Charges, Surgery Services, Hospital care | 20% coinsurance | 40% 20% coinsurance | |
| If you need behavioral health services, or substance use services | Office Visit | \$25 copayment | 40% 20% coinsurance | <u>Out-of-network benefits</u> are not available unless you are outside of the network area or treatment is not offered at the Network facility. |
| | Outpatient services | 20% coinsurance | 40% 20% coinsurance | |
| | Inpatient services, Residential, and Partial Day Services | 10% coinsurance | 40% 20% coinsurance | Preauthorization is required or benefits could be reduced. <u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u> |
| If you are pregnant | Office visits | \$25 copayment for initial visit | 40% 20% coinsurance | Cost sharing does not apply to certain preventive services. Depending on the type of services, <u>coinsurance</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound). <u>Preauthorization</u> is required for some maternity hospital stays. Pregnancy is covered for a dependent daughter. <u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u> |
| | Routine Prenatal and Postnatal services | No charge, deductible does not apply | No charge, deductible does not apply 40% coinsurance | |
| | Non-Routine Prenatal Services, Delivery, and all Inpatient Care | Facility: 10% coinsurance All other: 20% coinsurance | 40% 20% coinsurance | |
| If you need help recovering or have other special health needs (<u>Out-of-network</u> benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.) | Home health care | 20% coinsurance | 40% 20% coinsurance | None |
| | Rehabilitation services | 20% coinsurance | 40% 20% coinsurance | None |
| | Habilitation services | 20% coinsurance | 40% 20% coinsurance | Preauthorization is required or benefits could be reduced. |
| | Skilled nursing care | 20% coinsurance | 40% 20% coinsurance | |
| | Durable medical equipment | 20% coinsurance | 40% 20% coinsurance | None |
| | Hospice services | 20% coinsurance | 40% 20% coinsurance | Preauthorization is required for inpatient services. |
| If your child needs dental or eye care | Children's eye exam | | Not Covered | Employee vision benefit only |
| | Children's glasses | | Not Covered | None |

Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|----------------------|----------------------------|----------------------------------------------|----------------------------------------------------|--------------------------------------------------------|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| | Children's dental check-up | Not Covered | | Covered only if Dental coverage is elected |

Excluded Services & Other Covered Services:

| Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.) | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|--|--|------------------------|
| • Acupuncture | • Glasses/Hearing Aids | | | • Routine eye care |
| • Bariatric surgery | • Long-term care | | | • Routine foot care |
| • Cosmetic surgery | • Non-emergency care when traveling outside the U.S. | | | • Weight loss programs |
| • Dental care (Adult) | • Non-network prescription drugs | | | |

| Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.) | |
|------------------------------------------------------------------------------------------------------------------------------|---------------|
| • Chiropractic care | • Infertility |

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Consociate Health: 1-800-798-2422. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa or the [U.S.](http://www.dol.gov/ebsa) Department of Health and Human Services at 1-877-267-2323 x 61565 or www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318- 2596.

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Does this plan meet the Minimum Value Standards? Yes

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Language Access Services:

[Spanish (Español): Para obtener asistencia en Español, llame al 1-800-798-2422

[Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-798-2422

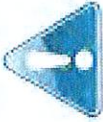
[Chinese (中文): 如果需要中文的帮助，请拨打这个号码1-800-798-2422

[Navajo (Dine): Dinekehgo shika at'ohwol ninisingo, kwijijigo holne' 1-800-798-2422

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

PRA Disclosure Statement: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1146. The time required to complete this information collection is estimated to average 0.08 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$500
- Specialist copayment \$25
- Hospital (facility) coinsurance 10%
- Other coinsurance 20%

This **EXAMPLE** event includes services like:

Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

| | |
|---------------------------|-----------------|
| Total Example Cost | \$12,700 |
|---------------------------|-----------------|

In this example, Peg would pay:

| | |
|----------------------|-------|
| Cost Sharing | |
| <u>Deductibles</u> | \$500 |
| <u>Copayments</u> | \$48 |
| <u>Coinsurance</u> | \$800 |
| What isn't covered | |
| Limits or exclusions | \$60 |

| | |
|-----------------------------------|-----------------|
| Total Example Cost | \$12,700 |
| The total Peg would pay is | \$1,408 |

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$500
- Specialist copayment \$25
- Hospital (facility) coinsurance 10%
- Other coinsurance 20%

This **EXAMPLE** event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

| | |
|---------------------------|----------------|
| Total Example Cost | \$7,400 |
|---------------------------|----------------|

In this example, Joe would pay:

| | |
|--------------------|-------|
| Cost Sharing | |
| <u>Deductibles</u> | \$500 |
| <u>Copayments</u> | \$962 |
| <u>Coinsurance</u> | \$246 |

| | |
|---------------------------|----------------|
| Total Example Cost | \$7,400 |
| What isn't covered | |
| Limits or exclusions | \$55 |

| | |
|-----------------------------------|----------------|
| The total Joe would pay is | \$1,763 |
|-----------------------------------|----------------|

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$500
- Specialist & ER copayment \$25
- Hospital (facility) coinsurance 10%
- Other coinsurance 20%

This **EXAMPLE** event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

| | |
|---------------------------|----------------|
| Total Example Cost | \$1,900 |
|---------------------------|----------------|

In this example, Mia would pay:


| | |
|--------------------|-------|
| Cost Sharing | |
| <u>Deductibles</u> | \$500 |

| Total Example Cost | \$1,900 |
|--------------------|---------|
| <u>Copayments</u> | \$200 |
| <u>Coinsurance</u> | \$146 |

| Total Example Cost | \$1,900 |
|---------------------------|---------|
| <i>What isn't covered</i> | |
| Limits or exclusions | \$0 |

| Total Example Cost | \$1,900 |
|----------------------------|---------|
| The total Mia would pay is | \$846 |

The plan would be responsible for the other costs of these EXAMPLE covered services.

 **The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, contact your Human Resources department. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.consoicatehealth.com or call 1-800-798-2422 to request a copy.

| Important Questions | | Answers | Why This Matters: |
|-----------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What is the Calendar Year overall <u>deductible</u> ? | | For <u>network providers/out-of-network providers</u> combined: \$1,000 Individual \$2,000 Family | Generally, you must pay all of the costs from <u>providers</u> up to the calendar year <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> . |
| Are there services covered before you meet your <u>deductible</u> ? | | Yes. <u>Preventive care</u> , benefits where <u>copayments</u> apply, and prescription drug <u>copayments</u> are covered before you meet your <u>deductible</u> . | This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ . |
| Are there other <u>deductibles</u> for specific services? | | No | You don't have to meet <u>deductibles</u> for specific services. |
| What is the Calendar Year <u>out-of-pocket limit</u> for this <u>plan</u> ? | | For <u>network providers/out-of-network providers</u> combined: \$2,000 Individual \$4,000 Family | The <u>out-of-pocket limit</u> is the most you could pay in a calendar year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met. |
| What is not included in the <u>out-of-pocket limit</u> ? | | <u>Premiums</u> , <u>balance-billed</u> charges, <u>copayments</u> , penalties for failure to obtain preauthorization, ineligible charges and health care this <u>plan</u> doesn't cover. | Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> . |
| Will you pay less if you use a <u>network provider</u> ? | | Yes. See www.consoicate.com or call 1-800-798-2422 for a list of <u>network providers</u> . You can also see www.healthpluspeoria.com or call 1-309-671-8358. aethna.com/asa (If you are outside of the network service area, please contact MultiPlan (www.multiplan.com) for a PHCS-Out-of-Area Provider.) | This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the provider's charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services. <u>Out-of-network benefits are not available unless you are outside of the network area or unless the treatment is not offered at the Network facility.</u> |
| Do you need a <u>referral</u> to see a <u>specialist</u> ? | | No | You can see the <u>specialist</u> you choose without a <u>referral</u> . |

 All coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

| <u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u> | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information | |
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | | |
| The plan includes services at BJC HealthCare Center of Excellence Network (BJC COE). For Services at BJC COE, the deductible and out of pocket expenses will be waived. | | | | | |
| If you visit a health care <u>provider's office</u> or clinic | Primary care visit to treat an injury or illness | \$25 <u>copayment</u> | 40% 20% <u>coinsurance</u> | Telemedicine with Walmart Virtual Care: Call 1-855-636-3669. Chiropractic Care covered at 20% <u>coinsurance</u> for Network Providers. <u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u> You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for. | |
| | <u>Specialist</u> visit | \$25 <u>copayment</u> | 40% 20% <u>coinsurance</u> | | |
| | <u>Preventive care/screening/immunization</u> | No Charge | No Charge | | |
| If you have a test | <u>Diagnostic test</u> (x-ray, blood work) | Office: 20% <u>coinsurance</u> Outpatient: 10% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | Imaging: <u>Preauthorization</u> is required for Advanced Radiology including Nuclear Medicine and Nuclear Cardiology, or benefits could be reduced. <u>Out-of-network benefits</u> are not available unless you are outside of the network area or treatment is not offered at the Network facility. | |
| | Imaging (CT/PET scans, MRIs) | Office: 20% <u>coinsurance</u> Outpatient: 10% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | | |
| If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at SmithRx.com or 1-844-454-5201. | Generic drugs | Retail 30-day: \$12 <u>copayment</u> 90-day: \$24 <u>copayment</u> | Not Covered | Covers up to a 30-day supply (retail); 90-day supply (retail and mail order). Retirees and/or Retiree's spouses eligible for Medicare are not covered byt the Drug Program. | |
| | Preferred brand drugs | Retail 30-day: \$30 <u>copayment</u> 90-day: \$60 <u>copayment</u> | | | |
| | Non-preferred brand drugs | Retail 30-day: \$50 <u>copayment</u> 90-day: \$100 <u>copayment</u> | | | |
| | <u>Specialty drugs</u> | \$50 <u>copayment</u> | | | |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgery center) | 10% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | Covers up to a 30-day supply <u>Preauthorization</u> is required or benefits could be reduced. <u>Out-of-network benefits</u> are not available unless you are outside of the network area or treatment is not offered at the Network facility. | |
| | Physician/surgeon fees | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | | |
| If you need immediate medical attention | <u>Emergency room care</u> | Facility: \$300 <u>copayment</u> ; After Facility <u>copayment</u> , other providers for emergency services: 10% <u>coinsurance</u> after In Network <u>Deductible</u> | | <u>Preauthorization</u> is required if admitted. Copay waived if admitted. | |
| | <u>Emergency medical transportation</u> | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | | None |
| | <u>Urgent care</u> | \$75 <u>copayment</u> | \$75 <u>copayment</u> 40% | | None |

Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you have a hospital stay | Inpatient or Outpatient treatment - Facility | 10% coinsurance | coinsurance | |
| | Inpatient or Outpatient: Services, Physician Charges, Surgery Services, Hospital care | 20% coinsurance | 40% 20% coinsurance | Preauthorization is required or benefits could be reduced. <u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u> |
| | Office Visit | \$25 copayment | 40% 20% coinsurance | <u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u> |
| If you need behavioral health services, or substance use services | Outpatient services | Facility: 10% coinsurance Physician: 20% coinsurance | 40% 20% coinsurance | Preauthorization is required or benefits could be reduced. <u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u> |
| | Inpatient services, Residential, and Partial Day Services | 10% coinsurance | 40% 20% coinsurance | Preauthorization is required or benefits could be reduced. <u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u> |
| | Office visits | \$25 copayment for initial visit | 40% 20% coinsurance | Cost sharing does not apply to certain preventive services. Depending on the type of services, coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound). Preauthorization is required for some maternity hospital stays. <u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u> Pregnancy is covered for a dependent daughter. |
| If you are pregnant | Routine Prenatal and Postnatal services | No charge, deductible does not apply | | None |
| | Non-Routine Prenatal Services, Delivery, and all Inpatient Care | Facility: 10% coinsurance All other: 20% coinsurance | 40% 20% coinsurance | None |
| | Home health care | 20% coinsurance | 40% 20% coinsurance | None |
| If you need help recovering or have other special health needs (<u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u>) | Rehabilitation services | 20% coinsurance | 40% 20% coinsurance | None |
| | Habilitation services | 20% coinsurance | 40% 20% coinsurance | None |
| | Skilled nursing care | 20% coinsurance | 40% 20% coinsurance | Preauthorization is required or benefits could be reduced. |
| If your child needs dental or eye care | Durable medical equipment | 20% coinsurance | 40% 20% coinsurance | None |
| | Hospice services | 20% coinsurance | 40% 20% coinsurance | Preauthorization is required for inpatient services. |
| | Children's eye exam | Not Covered | | Employee vision benefit only |
| | Children's glasses | Not Covered | | None |

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|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------|----------------------------------------------------|
| Common Medical Event | Services You May Need | What You Will Pay | |
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) |
| | Children's dental check-up | Not Covered | Covered only if Dental coverage is elected |

Excluded Services & Other Covered Services:

| Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.) | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------------------------------------------|--|
| • Acupuncture | • Hearing Aids | • Routine eye care | |
| • Bariatric surgery | • Long-term care | • Routine foot care, except for diabetes | |
| • Cosmetic surgery | • Non-emergency care when traveling outside the U.S. | • Weight loss programs | |
| • Dental care (Adult) | | | |

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Language Access Services:

[Spanish (Español): Para obtener asistencia en Español, llame al 1-800-798-2422

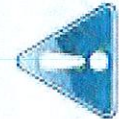
[Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-798-2422

[Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-798-2422

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

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Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$1,000
- Specialist copayment \$0
- Hospital (facility) coinsurance 10%
- Other coinsurance 20%

This EXAMPLE event includes services like:

Specialist office visits (prenatal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

| Total Example Cost | \$12,700 |
|---------------------------------|----------|
| In this example, Peg would pay: | |
| Cost Sharing | |
| Deductibles | \$1,000 |
| Copayments | \$0 |
| Coinsurance | \$1,000 |
| What isn't covered | |

| Total Example Cost | \$12,700 |
|----------------------------|----------|
| Limits or exclusions | \$0 |
| The total Peg would pay is | \$2,000 |

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$1,000
- Specialist copayment \$25
- Hospital (facility) coinsurance 10%
- Other coinsurance 20%

This EXAMPLE event includes services like:

Primary care physician office visits (including disease education)
Diagnostic tests (blood work)
Prescription drugs
Durable medical equipment (glucose meter)

| Total Example Cost | \$5,600 |
|---------------------------------|---------|
| In this example, Joe would pay: | |
| Cost Sharing | |
| Deductibles | \$900 |

| Total Example Cost | \$5,600 |
|----------------------------|---------|
| Copayments | \$500 |
| Coinsurance | \$0 |
| What isn't covered | |
| Limits or exclusions | \$20 |
| The total Joe would pay is | \$1,420 |

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$1,000
- Specialist & ER copayment \$325
- Hospital (facility) coinsurance 10%
- Other coinsurance 20%

This EXAMPLE event includes services like:


Emergency room care (including medical supplies)
Diagnostic test (x-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)


| Total Example Cost | \$2,800 |
|---------------------------------|---------|
| In this example, Mia would pay: | |
| Cost Sharing | |
| Deductibles | \$1,000 |

| Total Example Cost | \$2,800 |
|--------------------|---------|
| Copayments | \$325 |
| Coinsurance | \$200 |
| What isn't covered | |

| Total Example Cost | \$2,800 |
|----------------------------|---------|
| Limits or exclusions | \$0 |
| The total Mia would pay is | \$1,525 |

The plan would be responsible for the other costs of these EXAMPLE covered services.

| <p> The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, contact your Human Resources department. For general definitions of common terms, such as <u>allowed amount</u>, <u>balance billing</u>, <u>coinsurance</u>, <u>copayment</u>, <u>deductible</u>, <u>provider</u>, or other underlined terms, see the Glossary. You can view the Glossary at www.consociatehealth.com or call 1-800-798-2422 to request a copy.</p> | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Important Questions | Answers | Why This Matters: | |
| What is the Calendar Year overall deductible? | <p>Effective 1/1/2024 – 12/31/2024: For network providers/out-of-network providers combined: \$3,200 Individual \$6,400 Family</p> <p>Effective 1/1/2025 – 12/31/2025 For network providers/out-of-network providers combined: \$3,300 Individual \$6,600 Family</p> | <p>Generally, you must pay all of the costs from <u>providers</u> up to the calendar year <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u>, each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u>.</p> | |
| Are there services covered before you meet your deductible? | Yes. <u>Preventive care</u> is covered before you meet your <u>deductible</u> . | <p>This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u>. See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/.</p> | |
| Are there other deductibles for specific services? | No | You don't have to meet <u>deductibles</u> for specific services. | |
| What is the Calendar Year out-of-pocket limit for this plan? | For network providers/out-of-network providers combined: \$6,000 Individual \$8,000 Family | <p>The <u>out-of-pocket limit</u> is the most you could pay in a calendar year for covered services. If you have other family members in this <u>plan</u>, they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.</p> | |
| What is not included in the out-of-pocket limit? | <p><u>Premiums</u>, <u>balance-billed</u> charges, penalties for failure to obtain preauthorization, ineligible charges and health care this <u>plan</u> doesn't cover.</p> <p>Yes. See www.consociate.com or call 1-800-798-2422 for a list of <u>network providers</u>. You can also see www.healthpluspeetia.com or call 1-309-671-8358. aetna.com/asa (if you are outside of the <u>network</u> service area, please contact MultiPlan-www.multiplan.com) for a PHCS-Out of Area Provider.)</p> | <p>Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u>.</p> | |
| Will you pay less if you use a network provider? | | <p>This <u>plan</u> uses a <u>provider network</u>. You will pay less if you use a <u>provider</u> in the <u>plan's network</u>. You will pay the most if you use an <u>out-of-network provider</u>, and you might receive a bill from a <u>provider</u> for the difference between the provider's charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services. <u>Out-of-network benefits are not available unless you are outside of the network area or unless the treatment is not offered at the Network facility.</u></p> | |
| Do you need a referral to see a specialist? | No | You can see the <u>specialist</u> you choose without a <u>referral</u> . | |

 All coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| The plan includes services at BJC HealthCare Center of Excellence Network (BJC COE). Services at BJC COE will be covered 100% after deductible. | | | | |
| If you visit a health care provider's office or clinic | Primary care visit to treat an injury or illness | 20% coinsurance | 40% 20% coinsurance | Telemedicine with Walmart Virtual Care: Call 1-855-636-3669. Chiropractic Care covered at 20% coinsurance for Network Providers. Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility. You may have to pay for services that aren't preventive . Ask your provider if the services needed are preventive . Then check what your plan will pay for. |
| | Specialist visit | 20% coinsurance | 40% 20% coinsurance | |
| | Preventive care/screening/immunization | No Charge | No Charge 40% coinsurance | |
| If you have a test | Diagnostic test (x-ray, blood work) | 20% coinsurance | 40% 20% coinsurance | Imaging: Preauthorization is required for Advanced Radiology including Nuclear Medicine and Nuclear Cardiology, or benefits could be reduced. Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility. |
| | Imaging (CT/PET scans, MRIs) | 20% coinsurance | 40% 20% coinsurance | |
| If you need drugs to treat your illness or condition More information about prescription drug coverage is available at Smithrx.com or 1-844-454-5201. | Generic drugs | 20% coinsurance | Not Covered | Covers up to a 30-day supply (retail); 90-day supply (retail and mail order). Retirees and/or Retiree's spouses eligible for Medicare are not covered by the Drug Program. |
| | Preferred brand drugs | 20% coinsurance | | |
| | Non-preferred brand drugs | 20% coinsurance | | |
| | Specialty drugs | 20% coinsurance | Not Covered | Covers up to a 30-day supply |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgery center) | 20% coinsurance | 40% 20% coinsurance | Preauthorization is required or benefits could be reduced. Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility. |
| | Physician/surgeon fees | 20% coinsurance | 40% 20% coinsurance | |
| If you need immediate medical attention | Emergency room care | 20% coinsurance | | Preauthorization is required if admitted. |
| | Emergency medical transportation | 20% coinsurance | | None |

| <u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u> | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you have a hospital stay | <u>Urgent care</u> | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | None |
| | Facility fee (e.g., hospital room) | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | <u>Preauthorization</u> is required or benefits could be reduced. <u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u> |
| | Physician Charges, Surgery Services, Hospital care | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | |
| If you need behavioral health services, or substance use services | Office Visit | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | <u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u> |
| | Outpatient services | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | |
| | Inpatient services, Residential, and Partial Day Services | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | <u>Preauthorization</u> is required or benefits could be reduced. Non-Network Hospital benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility. |
| If you are pregnant | Office visits | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | <u>Cost sharing</u> does not apply to certain preventive services. Depending on the type of services, <u>coinsurance</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound). |
| | Childbirth/delivery professional services | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | <u>Preauthorization</u> is required for some maternity hospital stays. Pregnancy is covered for a dependent daughter. <u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u> |
| | Childbirth/delivery facility services | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | |
| If you need help recovering or have other special health needs (<u>Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility.</u>) | <u>Home health care</u> | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | None |
| | <u>Rehabilitation services</u> | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | None |
| | <u>Habilitation services</u> | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | |
| | <u>Skilled nursing care</u> | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | <u>Preauthorization</u> is required or benefits could be reduced. |
| | <u>Durable medical equipment</u> | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | None |
| | <u>Hospice services</u> | 20% <u>coinsurance</u> | 40% 20% <u>coinsurance</u> | <u>Preauthorization</u> is required for inpatient services. |
| If your child needs dental or eye care | Children's eye exam | | Not Covered | Employee vision benefit only |
| | Children's glasses | | Not Covered | None |

| Out-of-network benefits are not available unless you are outside of the network area or treatment is not offered at the Network facility. | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------------------------------------|----------------------------------------------------|
| Common Medical Event | Services You May Need | What You Will Pay | |
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) |
| | Children's dental check-up | | Not Covered |
| Excluded Services & Other Covered Services: | | | |
| Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.) | | Limitations, Exceptions, & Other Important Information | |
| <ul style="list-style-type: none"> Acupuncture Bariatric surgery Cosmetic surgery Dental care (Adult) | | Covered only if Dental coverage is elected | |

| | | |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.) | <ul style="list-style-type: none"> Hearing Aids Long-term care Non-emergency care when traveling outside the U.S. | <ul style="list-style-type: none"> Routine eye care Routine foot care, except for diabetes Weight loss programs |
| | Chiropractic care | |

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Consociate Health: 1-800-798-2422. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa or the U.S. Department of Health and Human Services at 1-877-267-2323 x 61565 or www.cco.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](http://www.healthcare.gov). For more information about the [Marketplace](http://www.healthcare.gov), visit www.healthcare.gov or call 1-800-318- 2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Consociate Health: 1-800-798-2422. You can also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.

Does this plan provide Minimum Essential Coverage? Yes
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of **Minimum Essential Coverage**, you may not be eligible for the **premium tax credit**.
Does this plan meet the Minimum Value Standards? Yes
If your plan doesn't meet the **Minimum Value Standards**, you may be eligible for a **premium tax credit** to help you pay for a plan through the [Marketplace](http://www.healthcare.gov).

Language Access Services:
[Spanish (Español): Para obtener asistencia en Español, llame al 1-800-798-2422
[Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-798-2422
[Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-800-798-2422

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

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About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$3,300
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

Specialist office visits (prenatal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

| | |
|--------------------|----------|
| Total Example Cost | \$12,700 |
|--------------------|----------|

In this example, Peg would pay:

| | |
|--------------|---------|
| Cost Sharing | |
| Deductibles | \$3,300 |
| Copayments | \$0 |
| Coinsurance | \$1,880 |

| | |
|----------------------|----------|
| Total Example Cost | \$12,700 |
| What isn't covered | |
| Limits or exclusions | \$60 |

The total Peg would pay is \$5,240

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$3,300
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

Primary care physician office visits (including disease education)
Diagnostic tests (blood work)
Prescription drugs
Durable medical equipment (glucose meter)

| | |
|--------------------|---------|
| Total Example Cost | \$5,600 |
|--------------------|---------|

In this example, Joe would pay:

| | |
|--------------|--|
| Cost Sharing | |
|--------------|--|

| | |
|----------------------------|---------|
| Total Example Cost | \$5,600 |
| Deductibles | \$3,300 |
| Copayments | \$0 |
| Coinsurance | \$460 |
| What isn't covered | |
| Limits or exclusions | \$20 |
| The total Joe would pay is | \$3,780 |

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$3,300
- Specialist & ER coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

Emergency room care (including medical supplies)
Diagnostic test (x-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

| Total Example Cost | \$2,800 |
|---------------------------------|---------|
| In this example, Mia would pay: | |
| <i>Cost Sharing</i> | |
| <u>Deductibles</u> | \$2,800 |

| Total Example Cost | \$2,800 |
|---------------------------|---------|
| <u>Copayments</u> | \$0 |
| <u>Coinsurance</u> | \$0 |
| <i>What isn't covered</i> | |

| Total Example Cost | \$2,800 |
|-----------------------------------|----------------|
| Limits or exclusions | \$0 |
| The total Mia would pay is | \$2,800 |

The plan would be responsible for the other costs of these EXAMPLE covered 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, it is recommended that the guaranteed maximum price ("GMP") amendment with PJ Hoerr, Inc. for the construction of the proposed justice center annex be approved; and

WHEREAS, the County Board approved entering into agreements with Wold Architects as the architect and P.J. Hoerr as construction manager for the proposed Justice Center Annex on February 28, 2024; and

WHEREAS, the County Board approved a schematic design for a three-story facility on August 7, 2024 at an estimated cost of \$44,042,739, including architect fees, allowances, and contingencies; and

WHEREAS, the County Board approved a GMP with PJ Hoerr for the three-story facility on November 20, 2024 based on 95% complete design drawings with the total cost of the project being \$43,334,323; and

WHEREAS, PJ Hoerr issued bid packages for the work and received the proposals provided in the attached summary; and

WHEREAS, while the total project cost based on the bids submitted was within the budget, value engineering was conducted to maintain 5% contingency, with 2.5% contingency within the GMP approved amount, and 2.5% owner contingency; and

WHEREAS, the attached listing provides the value engineering items accepted; and

WHEREAS, the bid packages included five bid alternate options, including a Circuit Clerk Office Addition/Jury Room Expansion, which have not been included in the GMP; and

WHEREAS, PJ Hoerr is recommending to proceed with the lowest bidders; and

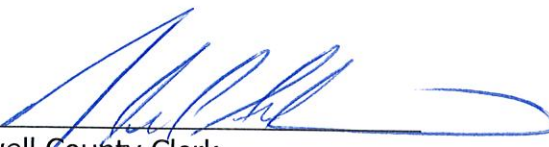
WHEREAS, the County procured the Times Building and desires to have the demolition of the building added to the project at a cost of \$163,895.

THEREFORE BE IT RESOLVED that the County Board approves the guaranteed maximum price amendment with PJ Hoerr at the amounts provided on the attached summary, with total project costs of \$43,498,217, and authorizes the County Board Chairman or County Administrator to sign the necessary documents.

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

PASSED THIS 30th DAY OF JULY, 2025.

ATTEST:



Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County New Justice Center Annex GMP

| DESCRIPTION OF WORK | TOTAL |
|--------------------------------------|-------------------|
| CONCRETE-BUILDING | 2,991,000 |
| MASONRY | 2,630,400 |
| STEEL FABRICATION | 2,383,500 |
| STEEL ERECTION | 1,158,000 |
| GENERAL TRADES | 2,938,400 |
| MILLWORK SUPPLY | 835,945 |
| MEMBRANE ROOFING | 540,882 |
| GLAZING | 689,900 |
| GYP/ACT | 3,156,130 |
| FLOORING / TILE | 901,180 |
| PAINT | 375,000 |
| PRE-ENG WOOD BUILDING | 155,000 |
| ELEVATOR | 889,000 |
| FIRE PROTECTION | 429,110 |
| PLUMBING | 1,048,700 |
| HVAC | 4,485,000 |
| ELECTRICAL | 6,241,000 |
| EARTHWORK / EXCAVATION | 1,006,000 |
| DEEP FOUNDATIONS | 325,420 |
| ASPHALT PAVING | 321,985 |
| SITE CONCRETE | 369,000 |
| LANDSCAPING | 164,310 |
| UTILITIES | 400,000 |
| GENERAL CONDITIONS | 1,727,139 |
| PRECONSTRUCTION FEE | 47,500 |
| FIRESTOPPING | 130,000 |
| OWNER STORAGE CONTAINERS | 11,640 |
| VE ITEMS | -809,775 |
| SECURITY ELECTRONICS | 34,000 |
| FIBER OPTIC RELOCATION | 54,734 |
| | 35,630,100 |
| GL INSURANCE | 46,319 |
| OH&P | 981,102 |
| BUILDING PERMIT | 104,000 |
| P&P Bond | 226,180 |
| BUILDERS RISK INSURANCE | 95,000 |
| OWNER CONTINGENCY (2.5%) | 890,386 |
| CONSTRUCTION CONTINGENCY (2.5%) | 890,386 |
| ALLOWANCES | |
| APPLIANCES | 100,000 |
| AE FEES | 2,335,827 |
| FURNITURE | 1,690,022 |
| SHERIFF'S EQUIPMENT | 75,000 |
| TESTING | 145,000 |
| COMMISIONING | 125,000 |
| TOTAL (Original Amount) | 43,334,322 |
| Times Building Demo | 163,895 |
| Revised GMP w/ Times Building | 43,498,217 |

| VE Item # | Description | Value |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1 | Detention Grade Ceilings instead of Maximum Sec Ceilings | \$ (70,000.00) |
| 2 | RTU Enclosures Louvers to Corrugated | \$ (120,000.00) |
| 3 | Trash Enclosure and Chiller Gates to a More Standard Gate | \$ (35,000.00) |
| 4 | Edwards Cast Stone Substitution | \$ (100,000.00) |
| 6 | Change bottom up roller shades to standard roller shades. | \$ (15,000.00) |
| 7 | Change from magnetic glass visual display boards to standard porcelain | \$ (35,000.00) |
| 8 | Replace all 2cm miterfolded quartz with flat 3cm quartz trim | \$ (54,000.00) |
| | Replace all 2cm miterfolded quartz with flat 3cm quartz trim/caps and delete vertical trim/chair rail in court rooms. | |
| 9 | - Paneling will be trimmed with aluminum trim per bid documents. No woodwork will be used in place of the quartz trim | |
| 10 | Millwork Hardware Revision as shared with Wold | \$ (100,000.00) |
| | Remove Full Substrates from Solid Surface Countertops | \$ (19,000.00) |
| 13 | - Provide Benchmark Standard Substrate, 3" Deep at front and back, full depth buildup at brackets | |
| 14 | Remove 1 Year Maintenance for Landscaping | \$ (2,500.00) |
| | Data Center Cabinets | \$ (25,000.00) |
| 16 | a. Reduce number of data center cabinets to 6 | |
| | b. Reduce PDUs, MPO fiber cables, etc.. based on cabinet reduction | |
| | c. Change cabinet type to APC AR3105B2 | |
| 17 | Use Notifier instead of Simplex | \$ (25,000.00) |
| 18 | KSA Light Fixture Alternates - See spreadsheet shared with Wold | \$ (8,000.00) |
| 21 | Utilize Boiler Flue System Manufactured by Metal-Fab, Inc. | \$ (100,000.00) |
| 22 | Utilize Air Curtain Manufactured by Powered Aire, Inc. | \$ (23,000.00) |
| 65 | ENTEC: Delete (1) hot water flow meter, including wiring, integration and monitoring | \$ (5,000.00) |
| 66 | CMI: Delete hot water flow meter installation | \$ (4,900.00) |
| 67 | ENTEC: Delete (15) Air Flow Measuring Stations, including installation, wiring, integration & monitoring | \$ (175.00) |
| | ENTEC: Delete (80) hours of additional training to be provided quarterly over a 1 year period. This will leave (40) hours of training to be divided up over a one year period | \$ (57,000.00) |
| 73 | | \$ (11,200.00) |
| Total Value of VE Items for Considerations | | \$ (809,775.00) |

Justice Center Annex – Bid Package Alternates

The below alternates have not been included in the recommended Guaranteed Maximum Price.

| | | | |
|--------------|----------------------------------------------------------------------------|--------|------------|
| Alternate #1 | Upgrade Porcelain Tile Material | Add | \$128,700 |
| Alternate #2 | Additional Light-glass Simulated Windows in Lower Level | Add | \$122,200 |
| Alternate #3 | Circuit Clerk Office Addition/Jury Room Expansion on west side of building | Add | \$978,300 |
| Alternate #4 | Upgrade to CAT 6A Cabling | Add | \$90,600 |
| Alternate #5 | Alternate Building Automation System Supplier | Deduct | (\$60,000) |

Tazewell County New Justice Center Annex

Bid Tab

Highlighted Bidders are Recommended to County for Selection

Bid Package 01

| 31.07 Aggregate Piers | | | | | | | | | | |
|-------------------------|--------|------------|--------|--------|--------|--------|--------|-------|-------|-------|
| Work Package | Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| CNC Foundations | | \$ 143,200 | | | | | | | | |
| Subsurface Constructors | | \$ 146,700 | | | | | | | | |
| Menard | | \$ 169,000 | | | | | | | | |

Bid Package 02

| 3.01 Structural Concrete & Flatwork | | | | | | | | | | | |
|-------------------------------------|--|-----------------------------|----------|-----------|--------|--------|---------|--------|-------|-------|-------|
| Work Package | | Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| | | P.J. Hoerr, Inc. | \$ | 2,918,000 | | \$ | 172,000 | | | | |
| | | Otto Baum | \$ | 3,735,550 | | \$ | 307,000 | | | | |
| | | Illinois Civil Construction | \$ | 3,807,345 | | \$ | 181,917 | | | | |

| Work Package | | | | | | | | | | |
|------------------|--------------|--------|--------|-----------|--------|--------|-------|-------|-------|--|
| 4.01 Masonry | | | | | | | | | | |
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 | |
| P.J. Hoerr, Inc. | \$ 2,600,400 | | | \$ 85,400 | | | | | | |
| Otto Baum | \$ 3,515,905 | | | \$ 91,845 | | | | | | |
| | | | | | | | | | | |

| 5.01 Structural & Misc. Steel Supply | | | | | | | | | | |
|--------------------------------------|--------------|--------|--------|------------|--------|--------|-------|-------|-------|--|
| Work Package | | | | | | | | | | |
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 | |
| Hanley Steel | \$ 2,295,000 | | | \$ 99,000 | | | | | | |
| Wilson's Structural Steel | \$ 2,511,458 | | | \$ 92,682 | | | | | | |
| Premier Fabrication | \$ 2,519,500 | | | \$ 83,500 | | | | | | |
| Titan Industries | \$ 2,650,000 | | | \$ 88,500 | | | | | | |
| Selvaggio Steel | \$ 2,825,950 | | | \$ 89,950 | | | | | | |
| Diverstech MetalFab | \$ 3,769,264 | | | \$ 201,454 | | | | | | |

| 5.02 Structural & Misc. Steel Erection | | | | | | | | | | |
|----------------------------------------|-------------------|--------------|--------|--------|-----------|--------|--------|-------|-------|-------|
| Work Package | Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| | Van Buskirk Steel | \$ 1,117,000 | | | \$ 63,700 | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

| 6.01 General Trades | | | | | | | | | | |
|---------------------|------------------|--------------|--------|--------|-----------|--------|--------|-------|-------|-------|
| Work Package | Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| | P.J. Hoerr, Inc. | \$ 2,918,400 | | | \$ 51,678 | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

| 6.04. Millwork Supply | | | | | | | | | | |
|-----------------------|-------------------------------|------------|--------|--------|----------|--------|--------|-------|-------|-------|
| Work Package | Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| | Benchmark Cabinets & Millwork | \$ 835,945 | | | \$ 4,323 | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

| 8.02 Glazing | | | | | | | | | | |
|--------------|---------------------------|--------------|--------|--------|-----------|--------|--------|-------|-------|-------|
| Work Package | | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| Bidder | | | | | | | | | | |
| | Kelly Glass | \$ 689,900 | | | \$ 15,272 | | | | | |
| | East Moline Glass | \$ 697,330 | | | \$ 17,210 | | | | | |
| | Bacon & Van Buskirk Glass | \$ 1,138,500 | | | \$ 30,000 | | | | | |

| 9.01 Drywall, Metal Framing & Acoustical | | | | | | | | | | |
|------------------------------------------|-------------------------------|--------------|--------|-----------|------------|--------|--------|-------|-------|-------|
| Work Package | Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| | Allied Construction Services | \$ 3,136,130 | | \$ 8,240 | \$ 100,140 | | | | | |
| | Associated Constructors | \$ 3,498,700 | | No Change | \$ 99,500 | | | | | |
| | Associated Constructors Combo | See Combo | | | | | | | | |
| | RG Construction | \$ 3,549,216 | | \$ 2,372 | \$ 175,182 | | | | | |

| 9.02 Flooring & Tile | | | | | | | | | | |
|----------------------|--------------------------------|--------------|------------|--------|------------|--------|--------|-------|-------|-------|
| Work Package | Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| | Central IL Commercial Flooring | \$ 881,180 | \$ 117,833 | | \$ 1,033 | | | | | |
| | Taza Construction | \$ 1,130,514 | \$ 80,915 | | No Bid | | | | | |
| | Mid-State Terrazzo & Tile | \$ 1,291,500 | \$ 248,000 | | \$ (1,772) | | | | | |

| 9.06 Painting | | | | | | | | | | |
|---------------|-------------------------------|------------|--------|--------|-----------|--------|--------|-------|-------|-------|
| Work Package | Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| | Midwest Commercial Coatings | \$ 375,000 | | | \$ 2,600 | | | | | |
| | Vogue Painting | \$ 412,800 | | | \$ 5,700 | | | | | |
| | CCIMW | \$ 441,920 | | | No Bid | | | | | |
| | Dragoo Painting | \$ 536,200 | | | \$ 12,740 | | | | | |
| | Associated Constructors | \$ 737,400 | | | \$ 5,900 | | | | | |
| | Associated Constructors Combo | \$ 737,400 | | | \$ 5,900 | | | | | |

| 13.02 Pre-Engineered Wood Building | | | | | | | | | | |
|------------------------------------|--------------------|------------|--------|--------|--------|--------|--------|-------|-------|-------|
| Work Package | Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| | Wagenbach Builders | \$ 98,416 | | | | | | | | |
| | Blunier Builders | \$ 149,000 | | | | | | | | |
| | CAD Construction | \$ 149,800 | | | | | | | | |
| | Hein Construction | \$ 198,000 | | | | | | | | |

| Work Package 14.01 Elevators | | | | | | | | | |
|------------------------------|-----------------------|--------|--------|--------|--------|--------|-------|-------|-------|
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| KONE, Inc. | \$ 804,000 | | | | | | | | |
| Otis Elevator Co. | \$ 908,937 | | | | | | | | |
| TK Elevator | Late Bid - Not Opened | | | | | | | | |
| | | | | | | | | | |

| Work Package 21.01 Fire Suppression | | | | | | | | | |
|-------------------------------------|------------|--------|--------|-----------|--------|--------|-------|-------|-------|
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| Hitchcock Company | \$ 429,110 | | | \$ 12,650 | | | | | |
| The PIPCO Companies | \$ 543,000 | | | \$ 7,250 | | | | | |
| F.E. Moran | \$ 648,000 | | | \$ 16,000 | | | | | |
| Twin Lakes Fire Protection | \$ 649,530 | | | \$ 20,450 | | | | | |
| Apex Fire Protection | \$ 652,825 | | | \$ 17,105 | | | | | |
| Tri-City Fire Protection | \$ 695,356 | | | \$ 13,339 | | | | | |

| Work Package 22.01 Plumbing | | | | | | | | | |
|-----------------------------|-----------------------|--------|--------|-----------|--------|--------|-------|-------|-------|
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| Warner Mechanical | \$ 1,048,700 | | | \$ 38,800 | | | | | |
| J.C. Dillon, Inc. | \$ 1,084,844 | | | \$ 69,446 | | | | | |
| Tobin Brothers | \$ 1,238,000 | | | \$ 41,000 | | | | | |
| G.A. Rich & Sons | \$ 1,265,050 | | | \$ 43,500 | | | | | |
| E.L. Pruitt | \$ 1,651,000 | | | \$ 52,000 | | | | | |
| Dries Plumbing | Late Bid - Not Opened | | | | | | | | |

| Work Package 23.01 HVAC | | | | | | | | | | |
|-----------------------------|--------------|--------|--------|------------|--------|-------------|-------|-------|-------|--|
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 | |
| Commercial Mechanical, Inc. | \$ 4,499,000 | | | \$ 149,000 | | \$ (60,000) | | | | |
| Montefusco HVAC | \$ 4,550,000 | | | \$ 142,000 | | \$ (72,000) | | | | |
| Warner Mechanical | \$ 4,585,000 | | | \$ 150,000 | | \$ (51,450) | | | | |
| H&S Mechanical | \$ 4,863,690 | | | \$ 188,348 | | \$ (39,085) | | | | |
| Illinois Piping Corp. | \$ 4,947,000 | | | \$ 165,000 | | \$ (77,000) | | | | |
| E.L. Pruitt | \$ 4,976,446 | | | \$ 161,000 | | \$ (75,000) | | | | |
| E.L. Pruitt Combo | See Combo | | | | | | | | | |
| The PIPCO Companies | \$ 4,996,000 | | | \$ 170,000 | | \$ (51,000) | | | | |
| Johns Service & Sales | \$ 5,230,786 | | | \$ 156,541 | | \$ (72,450) | | | | |
| Johns Service & Sales Combo | See Combo | | | | | | | | | |

| Work Package 26.01 Electrical, Communications & Security Electronics | | | | | | | | | | |
|----------------------------------------------------------------------|-----------------------|--------|------------|-----------|-----------|--------|-------|-------|-------|--|
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 | |
| Foster Jacob, Inc. | \$ 6,241,000 | | \$ 103,700 | \$ 45,000 | \$ 83,000 | | | | | |
| Quick Electric | \$ 6,538,000 | | \$ 135,000 | \$ 96,000 | \$ 77,000 | | | | | |
| Zeller Electric | \$ 6,670,240 | | \$ 115,901 | \$ 62,892 | \$ 99,187 | | | | | |
| Fleming Electric | \$ 7,080,000 | | \$ 107,300 | \$ 54,600 | \$ 97,000 | | | | | |
| CIES | \$ 7,660,000 | | \$ 140,492 | \$ 86,764 | \$ 93,783 | | | | | |
| Laser Electric | Late Bid - Not Opened | | | | | | | | | |

| Work Package 31.01 Earthwork & Site Demolition | | | | | | | | | | |
|------------------------------------------------|--------------|--------|--------|-----------|--------|--------|----------|----------|-------|--|
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 | |
| Hein Construction | \$ 1,100,000 | | | No Change | | | \$ 65.00 | \$ 80.00 | | |
| Hein Construction Combo | See Combo | | | | | | | | | |

| Work Package 32.02 Asphalt Paving | | | | | | | | | | |
|-----------------------------------|------------|--------|--------|--------|--------|--------|-------|-------|-----------|--|
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 | |
| Tazewell County Asphalt | \$ 321,985 | | | | | | | | \$ 50.00 | |
| UCM | \$ 381,444 | | | | | | | | \$ 180.40 | |
| | | | | | | | | | | |

| Work Package Combo 32.02 Site Concrete | | | | | | | | | | |
|----------------------------------------|------------|--------|--------|--------|--------|--------|-------|-------|-------|--|
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 | |
| P.J. Hoerr, Inc. | \$ 369,000 | | | | | | | | | |
| Hein Construction | \$ 380,000 | | | | | | | | | |
| Hein Construction Combo | See Combo | | | | | | | | | |
| Otto Baum | \$ 397,350 | | | | | | | | | |

| Work Package Combo 32.04 Landscaping & Irrigation | | | | | | | | | | |
|---------------------------------------------------|------------|--------|--------|------------|--------|--------|-------|-------|-------|--|
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 | |
| Prairie View Landscaping | \$ 159,310 | | | \$ (3,800) | | | | | | |
| Chambers & Sons Landscaping | \$ 250,382 | | | \$ (6,181) | | | | | | |
| Penn Landscaping | \$ 294,961 | | | \$ (3,600) | | | | | | |
| CJL Landscaping | \$ 335,616 | | | No Change | | | | | | |
| F&W Landscaping | \$ 350,000 | | | \$ (3,850) | | | | | | |

| Work Package 33.01 Site Utilities | | | | | | | | | | |
|-----------------------------------|--------------|--------|--------|--------|--------|--------|-------|-------|-------|--|
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 | |
| Hein Construction | \$ 400,000 | | | | | | | | | |
| Hein Construction Combo | See Combo | | | | | | | | | |
| G.A. Rich & Sons | \$ 842,500 | | | | | | | | | |
| The PIPCO Companies | \$ 1,375,000 | | | | | | | | | |

| Work Package Combo 9.01 Drywall & 9.06 Painting | | | | | | | | | |
|-------------------------------------------------|--------------|--------|--------|------------|--------|--------|-------|-------|-------|
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| Lowest Individual WP Bidders | \$ 3,511,130 | | | \$ 102,740 | | | | | |
| Associated Constructors | \$ 4,198,000 | | | \$ 105,400 | | | | | |
| | | | | | | | | | |

| Work Package Combo 22.01 Plumbing & 23.01 HVAC | | | | | | | | | |
|------------------------------------------------|--------------|--------|--------|------------|--------|-------------|-------|-------|-------|
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| Lowest Individual WP Bidders | \$ 5,547,700 | | | \$ 187,800 | | \$ (60,000) | | | |
| Johns Service & Sales Combo | \$ 6,584,460 | | | \$ 200,270 | | \$ (72,450) | | | |
| E.L. Pruitt Combo | \$ 6,561,446 | | | \$ 213,000 | | \$ (75,000) | | | |
| | | | | | | | | | |

| Work Package Combo 31.01 Earthwork, 32.02 Site Concrete & 33.01 Site Utilities | | | | | | | | | |
|--------------------------------------------------------------------------------|--------------|--------|--------|-----------|--------|--------|-------|-------|-------|
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| Lowest Individual WP Bidders | \$ 1,869,000 | | | No Change | | | | | |
| Hein Construction Combo | \$ 1,700,000 | | | No Change | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

| Work Package 7.12 Membrane Roofing & Sheet Metal | | | | | | | | | |
|--------------------------------------------------|------------|--------|--------|-----------|--------|--------|-------|-------|-------|
| Bidder | Base Bid | Alt #1 | Alt #2 | Alt #3 | Alt #4 | Alt #5 | UP #1 | UP #2 | UP #3 |
| Western Specialty Companies | \$ 480,882 | | | \$ 59,313 | | | | | |
| Union Roofing | \$ 482,000 | | | \$ 65,000 | | | | | |
| Sterling Commercial Roofing | \$ 498,370 | | | \$ 79,375 | | | | | |
| Kreiling Roofing | \$ 512,864 | | | \$ 79,538 | | | | | |



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Twenty-second day of July in the year Two Thousand Twenty-Five, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Sixteenth day of February in the year Two Thousand Twenty-Four (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

New Justice Center Annex
17 South Capitol Street
Pekin, IL 61554

THE OWNER:
(Name, legal status, and address)

County of Tazewell
11 South 4th Street, Suite 432
Pekin, IL 61554

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

P.J. Hoerr, Inc.
107 North Commerce Place
Peoria, IL 61604

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Forty-One Million One Hundred and Sixty-Two Thousand Three Hundred Ninety Dollars and Zero Cents (\$ 41,162,390.00), subject to additions and deductions by

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Refer to Attachment A - GMP Budget Breakdown 07.22.25

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

| Item | Price |
|------|-------|
| None | |

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
| None | | |

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| None | | |

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of execution of this Amendment.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: May 11, 2027

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| N/A | |

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|------------------------------------------------------------------|-------|------|-------|
| See Attachment B - GMP Value Engineering dated 07/17/25 | | | |

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

| Section | Title | Date | Page |
|----------------------------------------------------------------|-------|------|------|
| 00 01 01 - Project Title Page | | | |
| 00 01 03 - Project Directory | | | |
| 00 01 05 - Certifications Page | | | |
| 00 01 10 - Table of Contents | | | |
| 00 31 32 - Geotechnical Data | | | |
| 00 72 00 - General Conditions | | | |
| 00 73 43 - State Prevailing Wages | | | |
| 01 10 00 - Summary of the Work | | | |
| 01 23 00 - Alternates | | | |
| 01 25 00 - Substitution Procedures | | | |
| 01 25 01 - Pre-Bid Substitution Request Form | | | |
| 01 30 00 - Administrative Requirements | | | |
| 01 31 26 - Electronic Background Documents | | | |
| 01 31 27 - Electronic Background Documents- Attachment A | | | |
| 01 32 16 - Construction | | | |

Progress Schedule
 01 45 16 - Quality Control
 Testing
 01 45 33 - Structural
 Testing and Special
 Inspection
 01 45 33.1 - Statement of
 Special Inspection
 01 50 00 - Temporary
 Facilities and Controls
 01 70 00 - Execution and
 Closeout Requirements
 01 78 00 - Closeout
 Submittals
 01 79 00 - Demonstration
 and Training
 01 91 13 - General
 Commissioning
 Requirements
 02 41 00 - Demolition
 03 10 00 - Concrete
 Forming and Accessories
 03 15 10 - Post-Installed
 Anchors
 03 20 00 - Concrete
 Reinforcing
 03 30 00 - Cast-In-Place
 Concrete
 04 20 00 - Non-Bearing
 Unit Masonry
 04 27 31 - Reinforced
 Unit Masonry
 04 72 00 - Cast Stone
 Masonry
 05 12 00 - Structural Steel
 Framing
 05 21 00 - Steel Joist
 Framing
 05 31 00 - Steel Decking
 05 40 00 - Cold-Formed
 Metal Framing
 05 50 00 - Metal
 Fabrications
 06 10 53 - Rough
 Carpentry-Wood
 Blocking
 06 16 43 - Gypsum
 Sheathing
 06 41 00 - Architectural
 Wood Casework and
 Trim
 07 05 53 - Fire and Smoke
 Assembly Identification
 07 13 00 - Sheet
 Waterproofing
 07 21 00 - Insulation
 07 21 19 - Spray Foam
 Insulation
 07 25 00 - Weather

Barriers
 07 42 13.16 - Rainscreen
 Aluminum Plate Wall
 Panels
 07 53 00 - EPDM
 Membrane Roofing
 07 62 00 - Sheet Metal
 Coping and Flashing
 07 84 00 - Firestopping
 07 92 00 - Joint Sealants
 08 11 13 - Hollow Metal
 Doors and Frames
 08 14 16 - Flush Wood
 Doors
 08 17 13 - Integrated
 Metal Door Opening
 Assemblies
 08 31 00 - Access Panels
 08 33 23 - Overhead
 Coiling Doors
 08 33 26 - Overhead
 Coiling Grilles
 08 33 43 - Elevator Door
 Smoke Curtains
 08 44 13 - Aluminum
 Storefront, Entrances and
 Curtain Walls
 08 56 93 - Simulated
 Windows
 08 71 00 - Finish
 Hardware
 08 71 63 - Detention Door
 Hardware
 08 80 00 - Glazing
 08 91 00 - Louvers
 09 05 61 - Common Work
 Results for Flooring
 Preparation
 09 21 16 - Gypsum
 Wallboard Assemblies
 09 30 00 - Tile
 09 51 00 - Acoustical
 Ceilings
 09 57 53 - Security Metal
 Ceilings
 09 65 00 - Resilient
 Flooring
 09 67 00 - Fluid-Applied
 Flooring
 09 68 13 - Carpet
 Flooring
 09 72 00 - Wall
 Coverings
 09 84 30 - Acoustical
 Panels
 09 90 00 - Painting and
 Coating
 10 11 00 - Visual Display
 Boards

10 14 00 - Signage
 10 21 13.18 - Composite
 Toilet Partitions
 10 22 39 - Operable Wall
 System
 10 26 00 - Surface
 Protection Systems
 10 26 41 - Ballistics
 Resistant Panels
 10 28 00 - Toilet
 Accessories
 10 44 00 - Fire Protection
 Specialties
 10 51 00 - Metal Lockers
 10 51 16 - Specialty
 Lockers
 10 75 00 - Flagpoles
 12 24 00 - Window
 Shades
 12 32 00 - Casework
 12 55 00 - Detention
 Furnishings
 12 67 00 - Pews and
 Benches
 12 93 00 - Precast
 Concrete Site Furnishing
 14 21 00 - Electric
 Traction Elevators
 21 05 00 - Common Work
 Results for Fire
 Suppression
 21 10 00 - Water-Based
 Fire-Suppression Systems
 21 22 00 - Clean-Agent
 Fire Suppression Systems
 21 40 00 - Corrosion
 Management System
 22 05 00 - Common Work
 Results For Plumbing
 22 05 19 - Meters and
 Gages For Plumbing
 Piping
 22 05 23 - General-Duty
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 Piping
 22 05 29 - Hangers And
 Supports For Plumbing
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 22 05 53 - Identification
 For Plumbing Piping and
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 22 07 00 - Plumbing
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 22 11 16 - Domestic
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 22 11 19 - Domestic
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 22 11 23 - Domestic
 Water Pumps

22 13 16 - Sanitary Waste
 And Vent Piping
 22 13 19 - Sanitary Waste
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 22 13 29 - Sanitary
 Sewerage Pumps
 22 14 13 - Storm Drainage
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 22 14 23 - Storm Drainage
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 22 14 29 - Sump Pumps
 22 31 00 - Water
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 22 34 00 - Fuel-Fired
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 22 40 00 - Plumbing
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 23 05 00 - Common Work
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 23 05 13 - Common
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 HVAC Equipment
 23 05 19 - Meters And
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 23 05 23 - General-Duty
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 23 05 29 - Hangers And
 Supports For HVAC
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 23 05 53 - Identification
 For HVAC Piping And
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 23 07 00 - HVAC
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 23 09 00 - Building
 Automation System
 23 09 50 - Variable
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 23 09 93 - BAS Sequence
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 23 11 23 - Facility
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 23 21 13 - Hydronic
 Piping
 23 21 23 - Hydronic
 Pumps
 23 23 00 - Refrigerant
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 23 31 13 - Ductwork
 23 33 00 - Air Duct
 Accessories
 23 34 16 - Air Handling
 23 36 00 - Air Terminal
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 23 37 13 - Diffusers,
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 23 51 00 - Breechings,
 Chimneys, and Stacks

23 52 16 - Condensing
Boilers
23 64 23 - Air-Cooled
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23 73 13 - Central-Station
Air-Handling Units
23 74 13 - Packaged DX
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23 81 23 - Computer-
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23 81 26 - Split-System
Air-Conditioners
23 82 19 - Fan Coil Units
23 82 33 - Heating
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23 90 00 - Testing,
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26 05 00 - Common Work
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26 05 03 - Electrical
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26 05 19 - Electrical
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26 05 26 - Grounding and
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26 05 29 - Hangers and
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26 05 36 - Cable Trays for
Electrical Systems
26 05 53 - Identification
for Electrical Systems
26 09 23 - Lighting
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26 09 43 - Network
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26 22 00 - Low-Voltage
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26 24 13 - Switchboards
26 24 16 - Panelboards
26 27 01 - Electrical
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26 27 26 - Wiring Devices
26 28 13 - Fuses
26 28 16 - Enclosed
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26 32 13 - Engine
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26 33 56 - Emergency
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26 36 00 - Transfer
Switches
26 36 50 - Portable

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 26 43 13 - Surge
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 26 70 00 - Raceway for
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 27 05 00 - Common Work
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 27 11 00 -
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 27 13 00 -
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 27 15 00 -
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 27 17 00 - Common Work
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 27 17 01 - Outside Plant
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 27 40 00 - AV Multimedia
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 27 41 00 - Audio Visual
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 27 53 13 - Wireless
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 27 53 16 - Distributed
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 28 05 00 - Common Work
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 28 16 00 - Intrusion
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 28 13 00 - Access Control
 28 23 00 - Video
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 28 31 11 - Fire Alarm
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 31 66 13.13 - Aggregate
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 33 46 13 - Foundation
 Drainage

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

| Number | Title | Date |
|---------------------------------------------------------------|-------|------|
| A0.101 CODE ANALYSIS AND PLAN - EXISTING JUSTICE CENTER | | |
| A0.201 CODE ANALYSIS - JUSTICE CENTER ANNEX | | |
| A0.202 CODE PLAN - JUSTICE CENTER ANNEX | | |

A0.203 CODE PLAN -
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 A2.101 EXISTING JUSTICE
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 A2.200 IN-CUSTODY TUNNEL
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 A2.202 LOWER LEVEL
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 A2.211 FIRST LEVEL FLOOR
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 A2.212 FIRST LEVEL
 SCHEDULES
 A2.221 SECOND LEVEL FLOOR
 PLAN
 A2.222 SECOND LEVEL
 SCHEDULES
 A2.231 THIRD LEVEL FLOOR
 PLAN
 A2.232 THIRD LEVEL
 SCHEDULES
 A2.241 ROOF PLAN
 A2.301 ALTERNATE #3 - FLOOR
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 A2.901 OPENING TYPES,
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 A3.101 EXISTING JUSTICE
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 A3.201 LOWER LEVEL
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 A3.231 THIRD LEVEL
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 A4.102 ENLARGED PLANS -
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 A4.103 ENLARGED PLAN -
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 PUBLIC ELEVATOR
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 A4.203 VERTICAL
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 A4.204 VERTICAL
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 A4.205 VERTICAL
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 A4.403 INTERIOR ELEVATIONS
 A4.404 INTERIOR ELEVATIONS
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 A4.602 DETAILS - INTERIOR
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 A4.603 DETAILS - EXTERIOR
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 A4.604 DETAILS - EXTERIOR
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 A4.703 DETAILS - INTERIOR
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 A4.711 DETAILS - INTERIOR
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A5.103 ALTERNATE #3 -
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 TA7.106 TECHNOLOGY - AV
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 TA7.107 TECHNOLOGY - AV
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 TA7.108 TECHNOLOGY - AV
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 L1.002 LANDSCAPING DETAILS
 L1.003 IRRIGATION PLAN
 L1.004 IRRIGATION DETAILS

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

| Title | Date | Pages |
|-------|------|-------|
| N/A | | |

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

| Item | Price |
|--------------------------------------------------|-------|
| See Attachment A - GMP Budget Breakdown 07.22.25 | |
| See Attachment D - Labor Rates | |

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Attachment C - Budget Assumptions Clarifications and Exclusions 7.22.25

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: County of Tazewell

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

BY: Nick Hart, President

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:50:23 CDT on 07/22/2025.

Changes to original AIA text

PAGE 2

| Item | Price | |
|-------------|-----------------------|---------------------------|
| <u>None</u> | | |
| Item | Price | Conditions for Acceptance |
| <u>None</u> | | |
| Item | Units and Limitations | Price per Unit (\$0.00) |
| <u>None</u> | | |

PAGE 3

| Portion of Work | Substantial Completion Date | |
|----------------------------------|-----------------------------|-------|
| <u>N/A</u> | | |
| Document | Title | Pages |
| <u>See Attachment B -</u> | | |
| <u>GMP Value</u> | | |
| <u>Engineering dated</u> | | |
| <u>07/17/25</u> | | |
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|------------|------|-------|
| <u>N/A</u> | | |

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| Item | Price |
|---------------------------------------------------------|-------|
| <u>See Attachment A - GMP Budget Breakdown 07.22.25</u> | |
| <u>See Attachment D - Labor Rates</u> | |

Variable Information

PAGE 1

This Amendment dated the Twenty-second day of July in the year Two Thousand Twenty-Five , is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Sixteenth day of February in the year Two Thousand Twenty-Four (the "Agreement")
(In words, indicate day, month, and year.)

New Justice Center Annex

17 South Capitol Street
Pekin, IL 61554

County of Tazewell

11 South 4th Street, Suite 432
Pekin, IL 61554

P.J. Hoerr, Inc.

107 North Commerce Place
Peoria, IL 61604

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Forty-One Million One Hundred and Sixty-Two Thousand Three Hundred Ninety Dollars and Zero Cents (\$ 41,162,390.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Refer to Attachment A - GMP Budget Breakdown 07.22.25

- [☒] The date of execution of this Amendment.
- [☐] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

PAGE 3

- [☐] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: May 11, 2027

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See Attachment C - Budget Assumptions Clarifications and Exclusions 7.22.25

N/A

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:50:23 CDT on 07/22/2025 under Order No. 20250092710 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Sr. Project Manager
(Title)

7-22-25
(Dated)

Attachment A - GMP Budget Breakdown

Tazewell County New Justice Center Annex GMP

| DESCRIPTION OF WORK | TOTAL |
|--------------------------------------|-------------------|
| CONCRETE-BUILDING | 2,991,000 |
| MASONRY | 2,630,400 |
| STEEL FABRICATION | 2,383,500 |
| STEEL ERECTION | 1,158,000 |
| GENERAL TRADES | 2,938,400 |
| MILLWORK SUPPLY | 835,945 |
| MEMBRANE ROOFING | 540,882 |
| GLAZING | 689,900 |
| GYP/ACT | 3,156,130 |
| FLOORING / TILE | 901,180 |
| PAINT | 375,000 |
| PRE-ENG WOOD BUILDING | 155,000 |
| ELEVATOR | 889,000 |
| FIRE PROTECTION | 429,110 |
| PLUMBING | 1,048,700 |
| HVAC | 4,485,000 |
| ELECTRICAL | 6,241,000 |
| EARTHWORK / EXCAVATION | 1,006,000 |
| DEEP FOUNDATIONS | 325,420 |
| ASPHALT PAVING | 321,985 |
| SITE CONCRETE | 369,000 |
| LANDSCAPING | 164,310 |
| UTILITIES | 400,000 |
| GENERAL CONDITIONS | 1,727,139 |
| PRECONSTRUCTION FEE | 47,500 |
| FIRESTOPPING | 130,000 |
| OWNER STORAGE CONTAINERS | 11,640 |
| VE ITEMS | -809,775 |
| SECURITY ELECTRONICS | 34,000 |
| FIBER OPTIC RELOCATION | 54,734 |
| | 35,630,100 |
| GL INSURANCE | 46,319 |
| OH&P | 981,102 |
| BUILDING PERMIT | 104,000 |
| P&P Bond | 226,180 |
| BUILDERS RISK INSURANCE | 95,000 |
| OWNER CONTINGENCY (2.5%) | 890,386 |
| CONSTRUCTION CONTINGENCY (2.5%) | 890,386 |
| ALLOWANCES | |
| APPLIANCES | 100,000 |
| AE FEES | Not Included |
| FURNITURE | 1,690,022 |
| SHERIFF'S EQUIPMENT | 75,000 |
| TESTING | 145,000 |
| COMMISIONING | 125,000 |
| TOTAL (Original Amount) | 40,998,495 |
| Times Building Demo | 163,895 |
| Revised GMP w/ Times Building | 41,162,390 |
| AE FEES | 2,335,827 |
| Total Project Value | 43,498,217 |



| VE Item # | Description | Value |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1 | Detention Grade Ceilings instead of Maximum Sec Ceilings | \$ (70,000.00) |
| 2 | RTU Enclosures Louvers to Corrugated | \$ (120,000.00) |
| 3 | Trash Enclosure and Chiller Gates to a More Standard Gate | \$ (35,000.00) |
| 4 | Edwards Cast Stone Substitution | \$ (100,000.00) |
| 6 | Change bottom up roller shades to standard roller shades. | \$ (15,000.00) |
| 7 | Change from magnetic glass visual display boards to standard porcelain | \$ (35,000.00) |
| 8 | Replace all 2cm miterfolded quartz with flat 3cm quartz trim | \$ (54,000.00) |
| | Replace all 2cm miterfolded quartz with flat 3cm quartz trim/caps and delete vertical trim/chair rail in court rooms. | |
| 9 | - Paneling will be trimmed with aluminum trim per bid documents. No woodwork will be used in place of the quartz trim | \$ (100,000.00) |
| 10 | Millwork Hardware Revision as shared with Wold | \$ (19,000.00) |
| | Remove Full Substrates from Solid Surface Countertops | |
| 13 | - Provide Benchmark Standard Substrate, 3" Deep at front and back, full depth buildup at brackets | \$ (2,500.00) |
| 14 | Remove 1 Year Maintenance for Landscaping | \$ (25,000.00) |
| | Data Center Cabinets | |
| 16 | a. Reduce number of data center cabinets to 6 b. Reduce PDUs, MPO fiber cables, etc.. based on cabinet reduction c. Change cabinet type to APC AR3105B2 | \$ (25,000.00) |
| 17 | Use Notifier instead of Simplex | \$ (8,000.00) |
| 18 | KSA Light Fixture Alternates - See spreadsheet shared with Wold | \$ (100,000.00) |
| 21 | Utilize Boiler Flue System Manufactured by Metal-Fab, Inc. | \$ (23,000.00) |
| 22 | Utilize Air Curtain Manufactured by Powered Aire, Inc. | \$ (5,000.00) |
| 65 | ENTEC: Delete (1) hot water flow meter, including wiring, integration and monitoring | \$ (4,900.00) |
| 66 | CMI: Delete hot water flow meter installation | \$ (175.00) |
| 67 | ENTEC: Delete (15) Air Flow Measuring Stations, including installation, wiring, integration & monitoring | \$ (57,000.00) |
| 73 | ENTEC: Delete (80) hours of additional training to be provided quarterly over a 1 year period. This will leave (40) hours of training to be divided up over a one year period | \$ (11,200.00) |
| | | |
| | Total Value of VE Items for Considerations | \$ (809,775.00) |

Attachment C

Assumptions, Clarifications and Exclusions for the Guaranteed Maximum Price (GMP)

Proposal for the Proposed New Tazewell County Justice Center Annex

July 22, 2025

Division 00 – General Requirements

- This GMP is based on the Wold Architects Issued for bid plans (not dated) including addendums 1-5 and issued for bid specifications dated May 16, 2025 including addendums 1-5.
- **It is very important that the Owner review the plans, specifications and this document to verify that they fully understand and are in agreement with what is included and what is not included in the GMP.**
- The above noted documents include work for New Tazewell County Justice Center Annex building and related site work only. Since the scope of work for the McKenzie Building and the existing Courthouse is not yet fully developed or documented, this GMP does not include any funds for that scope of work. There are surplus funds available as a result of the approved value engineering credits, that the Owner is holding, that can be used to cover the cost of this work. Once the scope is developed, these totals can be added by amendment to this GMP in the future.
- The Owner has committed to removing a minimum of <\$809,775> worth of scope as documented in attachment B. If this value of scope is not removed, the Owner is responsible for increasing the GMP amount as required by Change Order in the amount required to compensate for the balance of change in scope not accepted.
- Allowances are shown in the GMP Breakdown and will be jointly managed by PJ Hoerr and Tazewell County.
- GMP assumes the construction will begin no later than end of August 4, 2025 and all the work will occur concurrently and uninterrupted.
- City of Pekin building permit costs are included.
- No sales tax is included.
- All work covered under this GMP will comply with all State of Illinois Prevailing Wage laws.
- Design fees have been provided by the Owner and the Owner is responsible for any Design overages in this GMP.
- Geotechnical fees are by Owner and not included in this GMP.
- Material testing and inspection fees are included.
- PJ Hoerr Preconstruction Phase cost is included (\$47,500).
- No costs for MBE/DBE participation are included.
- A Performance and Payment bond for the GMP total is included.
- Builder's Risk and General Liability insurance is included.
- No hazardous material study, testing or removal of such material is included.
- No artwork is included.

- No allowance for “winter conditions” is included. These will be handled by contingency at the time of occurrence.
- GMP assumes electricity, water and natural gas utility charges during construction will be paid directly by the Owner, using funds from the FFE allowance or Owner contingency.
- Utility connection fees will be paid directly by the Owner, using funds from the FFE allowance or Owner contingency.
- No temporary heating, cooling, and dehumidification is included. These will be handled by contingency at the time of occurrence.
- Work will take place during normal work hours of 7:00 AM to 3:30 PM.
- PJ Hoerr will make a concerted effort to prevent damage to the existing parking lot and adjacent streets. Any damage caused by the negligence of PJ Hoerr or its subcontractors will be repaired at PJ Hoerr’s or the subcontractor’s sole expense. However, the cost of repairs for any damage due to the normal wear and tear of construction traffic is not included in the GMP.
- The Times Building will need to be surveyed, inspected, and documented prior to work starting by the owner. This includes hazardous material assessment and abatement. Abatement is not included and will be covered by Owner contingency if required.
- At project completion, all unused contingency funds shall be deleted from the contract amount by Change Order and credited fully to the Owner.
- PJ Hoerr has included standard concrete floor sealer instead of the specified sealing system specified. This was clarified prior to the final bidding period.
- Please be advised that the 2” AWP-3 acoustical wall panel scope of work was bid with a fabric material allowance of \$25.00/yard in lieu of vinyl wall covering with osnaburg backing as specified.
- We did not include top of insulation aluminum trim at the foundation insulation.
- Included are 40 (ea.) tube steel knee wall supports.

Attachment D

Time and Material Labor Rates 2025/2026

updated 05/01/25

Rates for period between May 1, 2025 and April 30, 2026

Peoria/McLean/Tazewell/Fulton/Knox/Woodford/Champaign/Sangamon Counties

| Trade | 2025/26 | 2025/26 | 2025/26 |
|-----------------------------------------|---------|---------|---------|
| | Rate | OT Rate | DT Rate |
| Superintendent (incl vehicle) | 118.00 | 168.00 | 218.00 |
| Carpenter Journeyman | 95.00 | 138.00 | 181.00 |
| Carpenter Foreman (no vehicle) | 100.00 | 145.00 | 190.00 |
| Laborer Journeyman | 87.00 | 126.50 | 165.50 |
| Laborer Foreman | 90.00 | 130.50 | 171.00 |
| Laborer Highway Journeyman | 98.00 | 132.50 | 166.50 |
| Laborer Highway Foreman | 100.50 | 135.50 | 171.00 |
| Finisher Journeyman | 90.50 | 121.50 | 154.00 |
| Finisher Foreman | 98.00 | 129.00 | 163.00 |
| Finisher General Foreman (incl vehicle) | 113.00 | 141.00 | 169.50 |

Flat set rate

| | |
|--------------------------------------------|--------|
| Project Engineer (incl vehicle) | 98.00 |
| Project Manager (incl vehicle) | 123.00 |
| Quality Control Specialist (All Inclusive) | 135.00 |

COMMITTEE REPORT

Revised
HR-25-14

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the Aetna Signature Administrators PPO Managed Care Services Agreement; and

WHEREAS, the Aetna Network will make available to Tazewell County plan participants a nation-wide network of healthcare providers and facilities allowing for more care options; and

WHEREAS, the agreement with Aetna maintains the current level of coverage and benefits for plan participants; and

WHEREAS, the agreement is for an initial term of one year and then automatically renews for consecutive one-year terms; and

WHEREAS, this contract is not conducive to competitive bidding due to multiple factors including:

- The requirement that the managed services provider selected must have a relationship with Consociate, our current TPA (third party administrator) under contract. Consociate has an ongoing relationship with Aetna making Aetna a uniquely workable option.
- Under our current network, the number of providers available to our employees is diminishing, negatively effecting the in-network/best value care options for our employees. This is a situation which needs to be addressed in a timely manner for the benefit of our employees; and

WHEREAS, the service fee is \$16.25 per employee per month.

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

BE IT FURTHER RESOLVED that the County Board authorizes the County Board Chairman to sign all documents relating to this agreement.

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

PASSED THIS 30th DAY OF JULY, 2025.

ATTEST:


County Clerk


County Board Chairman

Aetna Signature Administrators® PPO
Managed Care Services Agreement

This **Aetna Signature Administrators® PPO Managed Care Services Agreement** (the “Agreement”) is entered into, between Aetna Life Insurance Company, on behalf of itself and its applicable affiliates (“Aetna”) and Tazewell County, a self-funded plan sponsor (“Customer”) (together, the “Parties”) as of the Effective Date shown below.

TPA: Consociate Health

EFFECTIVE DATE: August 01, 2025

1. TERM

This Agreement begins on the Effective Date, continues for an initial term of one (1) year, and then automatically renews for consecutive one (1) year terms. The Agreement may be terminated by either Party, for any reason or no reason at all, with at least ninety (90) days advance written notice to the other Party. Additional termination provisions are included in the Agreement.

2. DEFINITIONS

- 2.1. Applicable Law. All applicable Federal and states laws, regulations and governmental directives related to this Agreement, including, but not limited to, ERISA, ACA, HIPAA and applicable federal and state privacy laws and regulations.
- 2.2. Aetna/TPA Agreement. The Network Administration, Coordination and Oversight Agreement between Aetna and TPA, which enables Customer to contract directly with Aetna for the ASA Program, as further described in this Agreement.
- 2.3. Customer/TPA Agreement. The administrative services agreement between Customer and TPA, through which Customer contracts with TPA to obtain third party claims administration and related services.
- 2.4. ASA Program. The Aetna Signature Administrators(s) program, which offers health care provider network, risk assumption, medical/case management and/or other services to Customer, as further described in this Agreement.
- 2.5. Provider Contract Rates. The contract rates and terms negotiated by Aetna and Participating Providers with respect to the Participating Providers’ network participation with the ASA Program.
- 2.6. Covered Services. Those health care and related services for which a Member is entitled to receive coverage under the Plan, and that are rendered by Participating Providers in accordance with this Agreement.
- 2.7. Member. A person covered by or enrolled in the Plan. Member includes the subscriber and any of the subscriber’s eligible dependents.
- 2.8. Participating Provider. A health care provider that participates as an in-network provider for the ASA Program.
- 2.9. Plan. Customer’s self-funded health benefits plan(s).
- 2.10. Services. The Services provided by Aetna to Customer under the ASA Program.
- 2.11. Service Fees. The service fees payable by Customer to Aetna in exchange for the ASA Program.
- 2.12. Stop Loss Policy. The separate stop loss policy: (a) in effect between Customer and a stop loss carrier specifically approved by Aetna; and (b) in relation to which a portion of the financial risk for the Plan is

borne by Aetna through a reinsurance agreement between Aetna and such stop loss carrier.

3. ASA PROGRAM ACCESS

3.1. Customer understands that access to the ASA Program is subject to the following rules and agrees to the following:

- 3.1.1. Customer/TPA Agreement. Customer will maintain, throughout the term of this Agreement, a Customer/TPA Agreement with TPA and will comply with the terms of that agreement.
- 3.1.2. Utilization Management/Case Management. Customer understands that TPA may be subject to an agreement with an Aetna affiliate to obtain a range of utilization management and/or case management services that may be provided to the Plan. Consistent with that contract, Customer agrees that it may not use any third party other than TPA to perform utilization management and/or case management services for Plan in-network claims, except as specifically agreed in advance, in writing, by Aetna. Customer understands that Aetna reserves the right to perform case management with respect to any Member.
- 3.1.3. Stop Loss. Customer agrees to maintain an in-force Stop Loss Policy throughout the term of this Agreement.
- 3.1.4. Claim and Clinical Policies. Customer acknowledges that, consistent with the Aetna/TPA Agreement, access to the ASA Program is subject to the application of certain Aetna claim and clinical policies, including, but not limited to, Aetna's Clinical Policy Bulletins (CPBs) as amended from time to time.
- 3.1.5. Pharmacy Rebates. Customer acknowledges and agrees that rebates for pharmaceuticals that are administered and paid through the plan rather than the participant's pharmacy benefit portion of the plan will be retained by Aetna as compensation for the services provided under this Agreement. Aetna will disclose to Customer, on an annual basis the rebates collected and attributable to your plan (without reduction by any portion that may be retained by Aetna). Aetna will provide Customer all information concerning the rebates collected that is necessary for you to comply with any applicable reporting requirements. Customer hereby grants Aetna the authority to enter into necessary agreements on its behalf to engage CVS Caremark for the exclusive provision of manufacturer rebate services for your plan.¹

4. SERVICE FEES AND PAYMENT OBLIGATIONS

4.1. Service Fee Amounts.

- 4.1.1. As of the Effective Date, the Service Fees are:
\$16.25 per employee per month

4.2. Service Fee Increases. After each annual period that this Agreement is in effect, Aetna may increase the Service Fees by providing Customer (via TPA) with written notice of the new Service Fees, at least ninety (90) days prior to the start of any annual renewal period; no amendment to this Agreement shall be required and increases will automatically take effect upon the renewal date, unless this Agreement is terminated prior to the renewal date.

¹ CVS Caremark and its affiliates may contract with pharmaceutical companies for the provision of services, such as care management, program administration, adverse event and other data reporting, and fulfillment services. CVS Caremark may receive compensation for such services. CVS Caremark and its affiliates may receive administrative fees from pharmaceutical companies of up to six percent of the wholesale acquisition cost of the products dispensed. CVS Caremark affiliated pharmacies may contract with pharmaceutical companies for the purchase of products and these contracts may provide for prompt pay discounts and other concurrent or retrospective purchase discounts on products purchased for pharmacy dispensing inventories. For clarity, the discounts, fees and other compensation described in this paragraph are independent of the manufacturer rebates.

- 4.3. Service Fees Upon Termination. Upon termination, Service Fees will be charged for an additional three (3) months to cover twelve (12) months of runout processing.
- 4.4. Customer Obligation to Make Payment. Funding of claims from Participating Providers, Service Fees and any applicable Stop Loss Policy premiums is the obligation of Customer. Although claims processing and fee/premium remittance functions may be delegated by Customer to its contracted TPA, in the event that TPA does not forward payment to Participating Providers and/or fails to remit Service Fees and applicable Stop Loss Policy premiums to Aetna, in a timely manner, Aetna may demand and collect such payments/amounts directly from Customer.

5. MEMBER ELIGIBILITY

- 5.1. Eligibility Information. Customer agrees to supply TPA, electronically, with all industry-standard information regarding the eligibility of Members. Customer agrees that Aetna will not be responsible in any way for any delay or error caused by: (i) Customer's failure to furnish complete and accurate eligibility information to TPA; or (ii) TPA's failure to correctly administer accurate eligibility information, in a timely manner.
- 5.2. Retroactive Member Terminations. Customer understands and agrees that, while Aetna will use commercially reasonable efforts to cooperate with Customer in making retroactive adjustments to Customer's bills for terminated Members, a maximum of three (3) month's credit for Member terminations will be provided.

6. FUNDING OF CLAIMS

- 6.1. Participating Provider Claims. Customer agrees to promptly fund claims for Covered Services, in accordance with Applicable Law, the terms of the Customer/TPA Agreement, and the Provider Contract Rates.
- 6.2. Provider Contract Rate Application. Customer understands and agrees that no rates other than the Provider Contract Rates may be applied to claims for Covered Services and that no reductions or administrative fees of any kind (e.g., reasonable and customary adjustments) shall be applied to or against the Provider Contract Rates. Customer understands that retroactive adjustments are occasionally made to the Provider Contract Rates (e.g., because the federal government does not issue cost of living data in sufficient time for an adjustment to be made on a timely basis, or because contract negotiations were not completed by the end of the prior rate period). Customer's obligation to fund amounts related to such adjustments will survive the termination of this Agreement.
- 6.3. Participating Provider Contract Requirements. Customer specifically understands that certain network participation agreements with Participating Providers may be negotiated on a case-by-case basis and may include special requirements (e.g., limits on retrospective audits or precertification requirements; unique arbitration provisions). Customer shall cooperate fully with TPA's administration of claims in accordance with the applicable Participating Provider's network agreement, including any specially negotiated terms in that contract. Customer understands that the Provider Contract Rates may include, but are not limited to, various methodologies, such as value based contracting terms, risk share components and/or other similar arrangements. Customer understands that Customer's or TPA's failure to comply with the terms of a Participating Provider agreement (including, but not limited to timely claim payment provisions) may result in the loss of the discount/Provider Contract Rate offered by the Participating Provider.

7. PLAN INFORMATION AND BENEFIT REQUIREMENTS

- 7.1. Plan Information. Customer will provide or instruct TPA to provide Aetna with: (i) all Plan documents within (15) days of Aetna's request; and (ii) reasonably necessary information requested by Aetna regarding administration of the Plan. Customer agrees that Aetna will not be responsible in any way for any delay or

error caused by Customer's or TPA's failure to furnish correct Plan documents or relevant information regarding Plan administration in a timely manner.

- 7.2. Plan Design. Customer agrees that the Plan will utilize a preferred provider organization (PPO) benefit model, with no primary care physician referrals required, and that it will contain a minimum twenty percent (20%) coinsurance differential between in-network (preferred) and out-of-network (non-preferred) benefits. (For purposes of illustration, if the out-of-network benefits have a 70/30% coinsurance, then the in-network coinsurance shall be at least 90/10%). If a Plan utilizes copayments, then the differentials for in-network versus out-of-network benefits shall be actuarially comparable to the coinsurance differentials set forth above. A minimum of 80% of the membership under the Plan must access the Aetna network. Customer's Plans utilizing Network Providers must provide that Member and Plan responsibility for all Covered Services shall be based on a percentage of the negotiated contract rate between Aetna and the applicable Participating Provider (after deductible or copayments) and not on any other basis (such as a percentage of usual and customary charges or a percentage of Medicare allowable amounts.) ASA may not be offered alongside a reference-based pricing plan option. For purposes of clarification the term "referenced based pricing" includes, but is not limited to, plan coverage set at a percentage of Medicare allowable charges or other pricing reference point (e.g., FairHealth database). Plans may not require member coinsurance amounts greater than 30% of the contract rate and Member coinsurance amounts will be based on the Provider Contract Rate.

8. NETWORK

- 8.1. Participating Provider Network. Aetna will make available to Customer its network of Participating Providers for the ASA Program. Customer understands that Aetna has no obligation to make any specific health care provider(s) available to Members. Customer acknowledges that Aetna does not provide medical care or treatment and that Participating Providers are solely responsible for the care and treatment they provide; that Participating Providers are not employees or agents of Aetna; and that Aetna is not responsible for clinical outcomes.
- 8.2. Aetna Institutes of Excellence™. Customer agrees that Aetna's network of participating facilities for transplant and transplant-related services (known, as of the Effective Date, as the Institutes of Excellence® transplant network) will be included with the Plan and utilized as the primary transplant network for the Plan.
- 8.3. Aetna Gene-based, Cellular and other Innovative Therapies™ ("GCIT" and "GCIT Network"). Aetna's network of participating facilities specifically contracted for GCIT services will be included with Plan and will be utilized as the primary GCIT network for the Plan. The Plan shall require that GCIT services are performed at a facility within the GCIT Network and will only be covered at the Aetna GCIT network rate or up to 100% of average wholesale acquisition price (in situations where a GCIT facility could not be used).

9. TERMINATION

- 9.1. Customer understands and agrees that Aetna may terminate Customer's access to the Services (and, thereby, this Agreement) under the following circumstances:
- a. If Customer fails to respond within five (5) business days of written notice by Aetna or TPA to provide funds for the payment of claims to Participating Providers, Aetna shall have the right to suspend Services until the requested funds have been provided; Aetna may terminate the Agreement immediately upon transmission of notice to Customer by mail, facsimile transmission or other means of communication (including electronic mail).
 - b. If Customer fails to pay Service Fees within thirty (30) calendar days of written notice of unpaid Service Fees by Aetna or if TPA fails to forward payment to Aetna, Aetna shall have the right to suspend Services until the Service Fees have been paid; Aetna may terminate this Agreement immediately upon

transmission of notice to Customer by mail, facsimile transmission or other means of communication (including electronic mail).

In the event of the termination of the Aetna/TPA Agreement, Customer/TPA Agreement or the Stop Loss Policy, for any reason, this Agreement shall terminate automatically. Unless the Agreement is terminated by Aetna due to Customer's breach of its provisions, Aetna will continue to perform Services for benefits under the Plan that were incurred prior to but not processed as of the termination date, and which were received by Aetna not more than twelve (12) months following the termination date, subject to Customer's continued compliance with this Agreement.

10. CONFIDENTIALITY

Without limiting any obligations contained in the Agreement, Customer understands and agrees that Aetna's data, procedures, materials, lists, systems and other non-publicly available information are confidential and proprietary to Aetna, and Customer agrees that it will not provide any Confidential Information to any third party without Aetna's prior written consent. Customer further agrees that it will not use the Confidential Information or portions thereof, for any purpose other than to perform its obligations under this Agreement. Aetna's confidentiality obligations with respect to the information of Plan members ("Members") are set forth in the Business Associate Agreement between Aetna and TPA. Confidential Information does not include Provider Contract Rates, Participating Provider agreements or Service Fees.

11. AETNA NOT CLAIMS FIDUCIARY

Customer agrees that, under no circumstances shall Aetna or any of its affiliates be considered the "appropriate named fiduciary" for purposes of reviewing denied claims under the terms of the Plan and that none of its Plan materials or other communications to Members shall contradict this provision.

12. INDEPENDENT CONTRACTORS

Aetna and Customer are independent contractors and not employees or agents of each other. Customer understands and acknowledges that Aetna is neither the insurer nor third party administrator of the Plan and that, under no circumstances, is Aetna responsible for making or confirming eligibility decisions or coverage determinations, or for funding provider claims or other charges. Therefore, Customer hereby agrees to indemnify and hold harmless Aetna and its affiliates from and against that portion of any and all claims, liabilities, causes of action, judgments, damages, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) (collectively, "Claims") arising directly from: (a) Customer's breach of its obligations under this Agreement including, but not limited to, Customer's failure to provide timely, accurate eligibility information regarding a Member to TPA and/or a Participating Provider; and/or (b) the funding, administration, processing, determination or denial of a claim under a Plan. Aetna agrees to discharge its obligations under this Services Agreement with that level of reasonable care which a similarly situated provider of network and related services would exercise under similar circumstances and agrees to indemnify and hold harmless Customer from and against that portion of any Claims arising directly from Aetna's failure to provide the Services in accordance with that standard of care.

13. MISCELLANEOUS

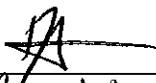
13.1. Subject to the terms of the separate Stop Loss Policy, this Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous oral or written communications or proposals not expressly included herein. This Agreement may be amended only upon the mutual written agreement of Aetna and Customer or as required (in Aetna's determination) by Applicable Law. To the extent not preempted by Federal law, this Agreement shall be governed by the laws of the State of Connecticut. This Agreement may not be assigned or delegated, in whole or in part, by Customer. In the event that any provision of this Program Agreement is deemed unenforceable, such provision shall be severed and the remaining provisions shall continue to apply in full force and effect. By executing this

Agreement, Customer acknowledges and agrees that it has had the opportunity to review the Agreement with the counsel of its choice and intends to be legally bound by the same. The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under the Agreement, including, but not limited to, Members. Headings in the Agreement are for convenience only and do not affect the meaning of the Agreement.

- 13.2. Dispute Resolution. Aetna will provide an internal mechanism under which Customer can raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. Customer will exhaust Aetna's internal mechanism before instituting any arbitration or other permitted legal proceeding. The Parties agree that any discussions and negotiations held during this process will be treated as settlement negotiations and will be inadmissible into evidence in any court proceeding, except to prove the existence of a binding settlement agreement.
- 13.3. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity thereof, except for temporary, preliminary, or permanent injunctive relief or any other form of equitable relief, shall be settled by binding arbitration in Hartford, CT, administered by the American Arbitration Association ("AAA") and conducted by a sole arbitrator in accordance with the AAA's Commercial Arbitration Rules ("Rules"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Except as may be required by law or to the extent necessary in connection with a judicial challenge, or enforcement of an award, neither a party nor the arbitrator may disclose the existence, content, record or results of an arbitration. Fourteen (14) calendar days before the hearing, the parties will exchange and provide to the arbitrator (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) pre-marked copies of all exhibits they intend to use at the hearing. Depositions for discovery purposes shall not be permitted. The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages.
- 13.4. Insurance. Each Party agrees to maintain industry standard insurance coverage or a comparable program of self-insurance.
- 13.5. Limitation of Liability. A Party's liability, if any, for damages to the other Party related to this Agreement, will be limited to the damaged Party's actual damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER. This section will survive the termination of this Agreement.
- 13.6. Notices. Notices required to terminate or non-renew the Agreement must be sent by U.S. mail or nationally recognized courier, return receipt requested, to the applicable Party's most currently updated address. Any other notices required under this Agreement may be sent by letter, electronic mail or other generally accepted media, to the applicable Party's last updated address.
- 13.7. Use of Name. Customer agrees that Aetna may make lawful references to Customer in informing health care providers as to the organizations and plans for which Services are to be provided.
- 13.8. Compliance. Customer agrees that it shall, throughout the term of this Agreement, operate and administer the Plan and perform its obligations hereunder in compliance with Applicable Law. Aetna agrees that it shall, throughout the term of this Agreement, operate in material compliance with Applicable Law related to the performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement by their duly authorized officers, intending to be legally bound hereby.

TAZEWELL COUNTY

By: 
Printed Name: Brett Grimm
Title: Chairman
Date: 7/31/2025

AETNA LIFE INSURANCE COMPANY

By: _____
Printed Name: _____
Title: _____
Date: _____

COMMITTEE REPORT

Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve a Memorandum of Agreement with the Illinois State Historic Preservation Officer regarding the Arcade Building previously located at 15 S Capital, Pekin; and

WHEREAS, the Arcade building was demolished in preparation of the new Justice Center Annex; and

WHEREAS, as part of the building permit review process for the Justice Center Annex, the Illinois State Historic Preservation Officer has determined a need to document historical information about the Arcade Building; and


WHEREAS, the requirements would include preparing a professional report on the history of the property.

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

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

PASSED THIS 30th DAY OF JULY, 2025.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

**MEMORANDUM OF AGREEMENT AMONG
TAZEWELL COUNTY, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF 11-19 S. CAPITOL AND DEVELOPMENT OF A
NEW COUNTY JUSTICE CENTER IN PEKIN, ILLINOIS
(SHPO LOG #010051225)**

WHEREAS, Tazewell County (County) has demolished 11-19 S. Capitol (Building) to develop a new County Justice Center (Project); and

WHEREAS, the project requires a National Pollutant Discharge Elimination System (NPDES) permit, a Water Pollution Control permit, and a Public Water Supply permit from the Illinois Environmental Protection Agency (IEPA), thereby making the project an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

WHEREAS, the Owner has consulted with the Illinois State Historic Preservation Office (SHPO), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

WHEREAS, the SHPO currently resides within IDNR (Office), and the Director of IDNR is the duly designated State Historic Preservation Officer (Officer); and

WHEREAS, the Officer has determined that no historic archaeological properties will be affected by the undertaking; and

WHEREAS, on June 11, 2025, the Officer determined that the Building is eligible to be listed on the National Register of Historic Places (NRHP); and

WHEREAS, the Officer has determined that the Undertaking will have an adverse effect on the Building that is eligible for the NRHP; and

WHEREAS, a notice was published in the *Peoria Journal Star*, posted on the County website, and emailed to registered media outlets regarding a February 25, 2023, Special County Board Meeting to discuss the demolition of the Building and with thirteen comments received; and

WHEREAS, a notice was posted on the County website and emailed to registered media outlets of a June 28, 2023, In-Place Property Committee Meeting where the Project was discussed and with no comments received; and

WHEREAS, a notice was posted on the County website and sent to registered media outlets of a June 28, 2023, Regular County Board Meeting where the Project was discussed and with one comment received; and

WHEREAS, the County has notified the Tazewell County Genealogical and Historical Society of the adverse effect determination, and on July 13, 2025 the Tazewell County Genealogical and Historical Society chose not to participate in the consultation to resolve the adverse effect; and

NOW, THEREFORE, the County, IEPA, and the Officer agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to mitigate the adverse effects of this Undertaking to the NRHP-eligible properties.

STIPULATIONS

I. MITIGATION

- A. The County shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete a narrative and photographic history (Recordation) according to the measures described below.
1. The County will ensure that the mitigation is completed by the Contractor, as stipulated in I. Mitigation.
 2. The recordation must follow the guidelines established by the Officer, according to the specifications herein.
 3. The Contractor must consult with the Officer prior to the initiation of the work to ensure that expectations are understood.
 4. The Officer may approve alterations to the format and/or requirements of the Recordation, depending on the circumstances of the project.
 5. Upon execution of this Agreement, the Contractor shall begin work on the Recordation and the Project may commence.
 6. The County shall ensure the Recordation includes a professional-quality narrative detailing the architectural and historical significance of the Building with historic photographs representing the Building in the Period of Significance through the present time.
 7. The Contractor shall prepare and email a 95% draft of the Recordation in .pdf format to the Officer for review and comment.
 8. When the Officer accepts the 95% draft submission, in writing, the Contractor shall incorporate into the recordation any comments that the Officer provides and complete the final documentation.
 9. Upon completion of the final version of the Recordation, the County and/or Contractor shall submit the following to the Officer:
 - a. One archival clamshell of sufficient size to encapsulate the Recordation.
 - b. One copy of the Recordation, on archival materials, for deposit in the Abraham Lincoln Presidential Library and Museum.
 - c. One digital record (download, link, flash drive, CD, or DVD) with the

complete Recordation for posting on the SHPO website.

II. DURATION

This Agreement shall be effective for two years or until such time as all of its terms are satisfied or it is amended or terminated and replaced. Prior to such time, the Owner may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Owner shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, the Owner shall consult with the Officer immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated encounter of human remains or burials, the Owner understands and agrees that it must immediately stop work within the area of encounter, consult with the Officer, and comply with the Human Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human remains shall be disturbed without a permit issued by IDNR.

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, Owner shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in Owner's efforts to carry out the terms of this Agreement.

V. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the Owner shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e.

- A. The Owner's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VI. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all of the signatories.

VII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations V and VI above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

VIII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

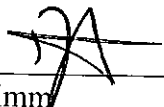
EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

**MEMORANDUM OF AGREEMENT AMONG
TAZEWELL COUNTY, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF 11-19 S. CAPITOL AND DEVELOPMENT OF A
NEW COUNTY JUSTICE CENTER IN PEKIN, ILLINOIS
(SHPO LOG #010051225)**

SIGNATORY

TAZEWELL COUNTY

By:  Date: 7/31/2025
Brett Grimm
Tazewell County Board Chairman

**MEMORANDUM OF AGREEMENT AMONG
TAZEWELL COUNTY, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,
AND THE
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NEW COUNTY JUSTICE CENTER IN PEKIN, ILLINOIS
(SHPO LOG #010051225)**

SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

**MEMORANDUM OF AGREEMENT AMONG
TAZEWELL COUNTY, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,
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(SHPO LOG #010051225)**

SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: _____ Date: _____
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources