TAZEWELL COUNTY LAND USE COMMITTEE AGENDA
Chairman, K. Russell Crawford
Tazewell County Justice – JCCR
Monday, November 10, 2025

******Immediately following the Property, Finance and Human Resources Committee meetings which are scheduled to begin at 3:30 p.m.***

1. **Call to Order.**
2. **Roll Call.**
3. **Approval of Minutes**: September 9, 2025
4. **Public Comment.**
5. **New Business.**
   - a. **Cases:** None
   - b. **Plats and Subdivisions:** None
   - c. **Resolutions:**
     - i. **LU-25-13** Renewal Contract – Tri County Regional Planning
     - ii. **LU-25-14** Renewal Contract – Central IL Fire Inspections Service, LLC
     - iii. **LU-25-15** Renewal Contract – Glen Gullette, Building Inspections
     - iv. **LU-25-16** Renewal Contract – T.P.I. of Pekin, Inc, Plumbing Inspections
     - v. **LU-25-17** Renewal Contract – Dick Young, Electrical Inspections
     - vi. **LU-25-18** Contract – Cloudpoint, 911 Addressing Service
   - d. **Discussion:**
     - i. December 2, 2025 ZBA Training Seminar
     - ii. BESS - State Legislation
6. **Unfinished Business.**
7. **Staff Report:** Review Year to Date Revenue and Building Activity
8. **Next Meeting:** Tuesday, January 13, 2026
9. **Recess.**

Members: Chairman - K. Russell Crawford, Vice Chairman – Jon Hopkins, Mark Goddard, Jay Hall, Greg Longfellow, Eric Schmidgall, Eric Stahl, Joe Woodrow

DRAFT COPY - SUBJECT TO COMMITTEE APPROVAL

BOARD: TAZEWELL COUNTY

COMMITTEE: LAND USE

DATE/TIME: Tuesday, September 9, 2025, at 5:00 p.m.

PRESENT: Chairman K. Russell Crawford, Jay Hall, Vice Chairman Jon Hopkins, Greg Longfellow, Eric Stahl and Joe Woodrow

ABSENT: Mark Goddard, Eric Schmidgall

STAFF PRESENT: Jaclynn Workman, Community Development Administrator, Melissa Kreiter, Chief Deputy, County Board Member

OTHERS PRESENT: Elton Rocke and other interested parties

CALL TO ORDER: Chairman Crawford called the meeting to Order at 5:05 p.m.

MINUTES: Moved by Stahl, seconded by Longfellow to approved the minutes of the July 8, 2025 Land Use meeting.

On voice vote, **motion declared carried.**

PUBLIC COMMENT: Elton Rocke appeared with comments regarding the CO2 pipeline. Mr. Rocke stated he was disappointed that after 2 ears there was nothing in place to address the matter. Mr. Rocke repeatedly asked the board to be proactive in the matter and not reactive. Mr. Rocke said he was tired of listening to discussion with not progress to follow.

CASES

LU-25-11, Case 25-38-A Amendment 74

Proposed Amendment No. 74 to Title XV, Chapter 157, Zoning Code of Tazewell County referred for hearing by the Tazewell County Land Use Committee. Administrator Workman stated this proposed Amendment was to clean up language regarding personal storage/recreation buildings that was previously overlooked.

Following discussion, moved by Hopkins, seconded by Hall to recommend approval of LU-25-11, Case No. 25-38-A to the Tazewell County Board.

On voice vote, **motion declared carried, unanimously**.

LU-25-12, Case 25-39-Z **CL3Properties**

The petition of Peter Smidt of CL3 Properties, LLC for a Map Amendment to the Official Deer Creek Township Zoning Map of Tazewell County to change the zoning classification of property from an A-1 Agriculture Preservation Zoning District to an A-2 Agriculture Zoning District

Administrator Workman gave an overview of the property that consisted of nearly 40 acres with a cabin. The property owner recently sold approximately 8 acres of crop land, leaving a non-buildable lot. Ms. Workman stated the property to the South was zoned for A-2 Agriculture, so it was consistent with the area.

Member Hopkins stated he had discussions with Member Schmidgall, who was unable to attend, and he noted concerns this property was going to be utilized as a wedding venue. Mr. Hopkins was advised that prior to operating any type of business from this location would require a Special Use.

Following discussion, moved by Hopkins, seconded by Stahl to recommend approval of LU-25-12, Case No. 25-39-Z to the Tazewell County Board.

On voice vote, **motion declared carried**.

DISCUSSION

Data Centers

Administrator Workman stated there have been numerous inquiries regarding the location of data centers in the area. Ms. Workman said there was presently no ordinance in place at the County. Ms. Workman added that data centers utilize a large amount of energy as well as water to keep the computers and components cool. Ms. Workman noted there did not appear to be adequate infrastructure in the unincorporated areas, and more are locating within the municipalities. Ms. Workman added she fears the State may mandate something to allow data centers, and she was curious if this would be something the committee and board would be supportive of. Ms. Workman stated there were no other area counties that have an ordinance on the matter and Tazewell County has only been reached out by one company thus far.

Chairman Crawford stated remaining silent on issues no longer works for Tazewell County and there should be some language place of an ordinance, if at least calling for annexation into the nearest municipality.

Member Stahl stated there was a great need to protect the groundwater. Mr. Stahl added municipalities could still undermine the county by allowing these facilities.

Member Hopkins questioned if water could be trucked into these facilities so as not to put a strain on local resources. As well he had additional questions regarding what amount of power is needed and what type of tax revenue is generated.

This item was for discussion purposes only. No action was taken, however it was the consensus of the committee to research more to create a draft addressing these types of uses.

BESS Battery Storage

Administrator Workman stated she has been approached by various companies inquiring whether Tazewell allows battery storage facilities which are not accessory to wind or solar establishments. Ms. Workman said these facilities would be located in close proximity to substations and would virtually be storage cabinets within a compounded area. Ms. Workman added she would expect to see legislation regarding the State wanting language in place.

Administrator Workman stated it is possible that she will be looking into creating an Energy Ordinance which encompasses, Wind, Solar, Bess and Data Centers, since they seem to follow similar guidelines.

This item was for discussion purposes only. No action was taken

Proposed Amendment 75

Chairman Crawford stated he was addressed about a liability concern and chance

DRAFT

of risk if the County were to be sued when members of the County Board did not vote on matter before the Zoning Board of Appeals

Administrator Workman passed out the current code, regulations and responsibilities. Ms. Workman stated in 2003 the Assistant States Attorney at the time, William Atkins proposed the change to allow ZBA final authority of all Variance and Special Use cases. Ms. Workman said there was an appeal process in place that a petitioner could use.

Chairman Crawford stated if the County Board voted on all cases, any member that did not attend a public hearing would have to sign an affidavit stating they researched the case and read transcripts or watched videos prior to voting on a case. Mr. Crawford added that the current process has worked for the passed 22 years.

Administrator Workman stated there were currently only 2 to 3 counties that allowed the Zoning Board of Appeals to have the final approval.

Member Hall stated this current system does not appear to be broken so he does not see a need to fix it.

Chairman Crawford stated he appreciated the fact that ZBA Chairman Duane Lessen allows Land Use and any County Board member to question Zoning Board cases at the Public Hearing.

Member Woodrow notes his frustration that the ZBA does not seem to go against what Tri-County recommends, as well as his frustration with sitting through hours and hours of testimony and then not have a vote in the matter.

Eric Stahl stated his concern when the ZBA was addressing Findings of Fact that the ZBA Chairman seemed to be leading the ZBA into a particular finding. Mr. Stahl said he would like to see criteria that would determine which cases would move beyond the ZBA level.

This item was for discussion purposes only. No action was taken

STAFF REPORT: Administrator Workman presented the Committee a Staff Report detailing revenues, expenses and other office related activity for the month and year to date. This item was for discussion purposes only and no action was taken.

NEXT MEETING: The next meeting of the Land Use Committee will be held on Tuesday, October 14 12, 2025 at 5:00 p.m.

RECESS: There being no further business, the meeting recessed at 7:22 p.m.

Jaclynn Workman, Secretary
(Transcribed by Melissa Kreiter, Chief Deputy)

DRAFT

LU-25-13

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the County's Land Use Committee has reviewed the attached proposal by Tri-County Regional Planning Commission to provide Zoning and Planning Services for the Tazewell County Community Development Department; and

WHEREAS, the attached proposal is for one year at the following cost of:

One Year (2026) $9,045.00

WHEREAS, the Land Use Committee recommends approval of the proposal submitted by Tri-County Regional Planning Commission for Zoning and Planning Services with the following conditions:

1. This proposal may be terminated at any time by either party, with or without cause, upon thirty (30) days written notice to the other party.

2. This proposal is subject to approval of the Community Development Departments Fiscal Year 2026 Operating Budget by the Tazewell County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board hereby approves the attached proposal by Tri-County Regional Planning Commission to provide Zoning and Planning Services for Tazewell County Community Development Department December 1, 2025 through November 30, 2026.

BE IT FURTHER RESOLVED, that the County Clerk notify the Tazewell County Auditor, Tri-County Regional Planning Commission and the Community Development Administrator of this action.

PASSED THIS _____ day of _____, 2025.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

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

SECTION I. Services

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

- Task 1: Zoning
  TCRPC will review all Rezoning and Special Use cases that are presented to the Tazewell County Zoning Board of Appeals (ZBA). TCRPC will provide a written report based on the County Comprehensive Plan and the County Zoning Ordinance. Said report will be delivered to the Community Development Administrator at least three days prior to the monthly ZBA hearing date.

- Task 2: Subdivision Plat Reviews
  TCRPC will review all Preliminary and Final Plats submitted to the County Plat Officer and make written recommendations based on the County Comprehensive Plan and Subdivision Code.

- Task 3: Zoning Code and Subdivision Code Updates
  TCRPC will provide recommendations regarding revisions to the Zoning Code and Subdivision Code. This task will be undertaken on an as-needed basis at the request of the Community Development Administrator.

- Task 4: Meeting Attendance
  A staff member of TCRPC will attend meetings of the Zoning Board of Appeals, Plat Review Committee, and County Land Use Committee to provide information and answer questions.

SECTION II. Contract Amount

TCRPC will provide the above services for $9,045 for the period December 1, 2025, through November 30, 2026.

SECTION III. Additional Tasks

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

LU-25-14
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

==========

R E S O L U T I O N

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

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

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

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

Adopted this _____ day of _____ , 2025.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

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

This agreement entered this 19th day of November 2025, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY' AND CENTRAL ILLINOIS FIRE INSPECTION SERVICES, LLC an independent contractor to perform the services of COMMERCIAL PLAN REVIEW AND INSPECTIONS FOR FIRE AND LIFE SAFETY, hereinafter referred to as "CONTRACTOR".

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

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

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

1. **Scope of Work**

a. The County and Contractor hereby agree that Contractor will serve as the COMMERCIAL FIRE AND LIFE SAFETY PLANS REVIEWER AND INSPECTOR, to perform Life Safety and Fire Review on all Commercial buildings as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all licenses and certifications as needed or required by the State of Illinois to conduct such Life Safety Review and Inspections during the course of this agreement. The Community Development Administrator shall give Contractor up to five (5) business days from receipt of project materials or another mutually agreed upon time frame for review.

b. For all inspections related to Fire and Life Safety Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contractor are desired. Contractor understands that the Tazewell County Community Development Department will, whenever possible, provide twenty-four (24) hour notice when such services are desired to be completed. Contractor understands that there may be times when a request will be made for services to be completed less than twenty-four (24) hours when mutually agreed upon.

c. The Community Development Administrator shall be responsible for collecting all fees related to Fire and Life Safety Review for Commercial Permits.

d. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.

e. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

f. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.

g. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. **Rates/Billing.**

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

Plan Review Services

a. $250.00 each for Life Safety, Fire Alarm, Fire Suppression Sprinkler Review up to 49,999 square feet and $350.00 each for structures at 50,000 or more square feet. Fee includes one of either a Life Safety Review, Fire Alarm Review or Fire Suppression Sprinkler Review, one re-review of a corrected or amended plan and a final inspection with documentation. All third or greater re-reviews of corrected or amended plans will be billed at full review fee.

b. $250.00 each for Commercial Kitchen Suppression Hood System Review for kitchens with 1 to 3 Hoods and $350.00 each for Kitchens with 4 or more Hoods. Fee includes the hood plan review, one re-review and the final inspection with documentation.

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

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

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

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

Services will be invoiced to the County, via email zoning@tazewell-il.gov , within one week of services. The

3. **Hold Harmless.**

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

4. **Terms of Agreement.**

a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.

b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

c. This agreement shall be in full force and effective from December 1, 2025 through November 30, 2026. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

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

COUNTY OF TAZEWELL, ILLINOIS

Brett Grimm
County Board Chairman

CONTRACTOR

Central Illinois Fire Inspection Services, LLC
Independent Contractor
PO Box 356
Morton, IL 61550
CIFireInspection@gmail.com

LU-25-15
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

==========

R E S O L U T I O N

WHEREAS, the County's Land Use Committee recommends to the County Board to approve a Contractual Agreement for Residential Inspections with Glen Gullette, an independent contractor to perform building inspections and advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

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

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

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

Adopted this _____ day of _____, 2025.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

CONTRACTUAL AGREEMENT
FOR BUILDING INSPECTIONS

This agreement entered this 19th day of November 2025, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY' AND GLEN GULLETTE, an independent contractor to perform the services of BUILDING INSPECTOR, hereinafter referred to as "CONTRACTOR".

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

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

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

1. Scope of Work

a. The County and Contractor hereby agree that Contractor will serve as a BUILDING INSPECTOR, to perform building and electrical inspection duties and responsibilities as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all certifications as required during the course of this agreement.

b. The Contractor will conduct building and electrical inspections and advisory/consulting services on an as-needed basis at the request of the Tazewell County Community Development Administrator. The Contractor will provide said services from time to time at the request and assignment of the Tazewell County Community Development Administrator. The Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contract are desired. The Contractor understands that the Tazewell County Community Development will, whenever possible, provide forty-eight (48) hours' notice of when such services are desired to be completed. The Contractor understands that there may be times when a request will be made for services to be completed in less than forty-eight (48) hours.

b. The Community Development Administrator shall be responsible for collecting all fees related to all Building Permits.

c. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.

d. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

e. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. The Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.

f. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. Rates/Billing.

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

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

b. Services shall be billed to the County on a monthly basis

3. Hold Harmless.

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

4. Terms of Agreement.

a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract exists or binds either of the parties hereto.

b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

c. This agreement shall be in full force and effective from December 1st 2025 through November 30th, 2026. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

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

COUNTY OF TAZEWELL, ILLINOIS	CONTRACTOR
_____	_____
Brett Grimm County Board Chairman	Glen Gullette Independent Contractor

LU-25-16
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

==========

R E S O L U T I O N

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

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

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

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

Adopted this _____ day of _____, 2025.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

CONTRACTUAL AGREEMENT
FOR PLUMBING INSPECTIONS

This agreement entered this 19th day November 2025 by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY' AND T.P.I. of Pekin, Inc., an independent contractor to perform the services of PLUMBING INSPECTOR, hereinafter referred to as "CONTRACTOR".

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

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

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

1. Scope of Work

a. The County and Contractor hereby agree that Contractor will serve as a PLUMBING INSPECTOR, to perform plumbing inspection duties and responsibilities as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all licenses and certifications as required by the State of Illinois to conduct such plumbing inspections during the course of this agreement.

b. Contractor will conduct plumbing inspections and advisory/consulting services on an as-needed basis at the request of the Tazewell County Community Development Administrator. Contractor will provide said services from time to time at the request and assignment of the Tazewell County Community Development Administrator. Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contract are desired. Contractor understands that the Tazewell County Community Development will, whenever possible, provide twenty-four (24) hours notice of when such services are desired to be completed. Contractor understands that there may be times when a request will be made for services to be completed in less than twenty-four (24) hours.

b. The Community Development Administrator shall be responsible for collecting all fees related to all Plumbing Permits.

c. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.

d. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

e. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.

f. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. Rates/Billing.

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

a. It is estimated that there will be 3 inspections (underground, rough-in and final) at a rate of $75.00 per inspection with mileage to be included in the rate.

b. Services shall be billed to the County on a monthly basis

3. Hold Harmless.

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

4. Terms of Agreement.

a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.

b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

c. This agreement shall be in full force and effective from December 1, 2025 through November 30, 2026. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

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

COUNTY OF TAZEWELL, ILLINOIS	CONTRACTOR
Brett Grimm County Board Chairman	Tim Tucker, T.P.I. of Pekin, Inc. Independent Contractor

LU-25-17
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

==========

R E S O L U T I O N

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

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

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

WHEREAS, said fees or services were increased to a rate of $75.00 per inspection with mileage included; and

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

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

Adopted this _____ day of _____, 2025.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

CONTRACTUAL AGREEMENT
FOR ELECTRICAL INSPECTIONS

This agreement entered this 19th day of November 2025, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY' AND RICHARD YOUNG, an independent contractor to perform the services of ELECTRICAL INSPECTOR, hereinafter referred to as "CONTRACTOR".

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

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

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

1. Scope of Work

a. The County and Contractor hereby agree that Contractor will serve as an ELECTRICAL INSPECTOR, to perform electrical inspection duties and responsibilities as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all licenses and certifications as required during the course of this agreement.

b. Contractor will conduct electrical inspections and advisory/consulting services on an as-needed basis at the request of the Tazewell County Community Development Administrator. Contractor will provide said services from time to time at the request and assignment of the Tazewell County Community Development Administrator. Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contract are desired. Contractor understands that the Tazewell County Community Development will, whenever possible, provide twenty-four (24) hours notice of when such services are desired to be completed. Contractor understands that there may be times when a request will be made for services to be completed in less than twenty-four (24) hours.

b. The Community Development Administrator shall be responsible for collecting all fees related to all Electrical Permits.

c. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.

d. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor. Notwithstanding

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

e. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.

f. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. Rates/Billing.

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

a. It is estimated that there will be 3 inspections (underground, rough-in and final) at a rate of $75.00 per inspection with mileage to be included in the rate.

b. Services shall be billed to the County on a monthly basis

3. Hold Harmless.

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

4. Terms of Agreement.

a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.

b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

c. This agreement shall be in full force and effective from December 1, 2025, through November 30, 2026. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

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

COUNTY OF TAZEWELL, ILLINOIS	CONTRACTOR
Brett Grimm County Board Chairman	Richard Young Independent Contractor

928 W. Mt. Vernon St.
Metamora, IL 61548
877.377.8124
sales@cloudpointgeo.com

Sales Quote

Prepared for: Jaclynn Workman
Tazewell County
11 South 4th Street, Ste 400
Pekin, Illinois 61554

Quote Number: 2010
Date: July 9, 2025
Expiration: 180 Days

Service	Subtotal
9-1-1 Addressing Services Cloudpoint will provide 9-1-1 addressing services to the County via the steps listed below: • Receive requests for new addresses or requests to update existing address points from the County • Assign the address based on County requirements • Create or update an address point in the GIS data • Provide the addressing information back to the County so it can be forwarded to the appropriate agencies.	$6,000.00

Total **$6,000.00**

Notes:

- Cloudpoint will provide these services for up to forty (40) addresses in the contract performance period.
- Additional Addresses will be charged at the rate of $200 per update.

The initial term of this Contract shall commence on **START DATE:** December 1, 2025 and shall continue through twelve (12) calendar months, and including **END DATE:** November 30th, 2025 at which time the Contract shall conclude unless extended by mutual agreement of both Cloudpoint and the County.

928 W. Mt. Vernon St.
Metamora, IL 61548
877.377.8124
sales@cloudpointgeo.com

CLOUDPOINT GEOSPATIAL, INC. – TERMS AND CONDITIONS

The Proposal provided with these terms & conditions is valid for ninety (90) days from the date of submittal, after which Cloudpoint Geospatial, Inc. reserves the right to change or amend the Proposal. Acceptance of the Proposal is subject to agreement to these terms & conditions (the "Agreement"). In this Agreement, "Consultant" refers to Cloudpoint Geospatial, Inc., an Illinois corporation, and "Client" refers to the party set forth in the Proposal.

1. Performance of Services: The Consultant shall perform the services outlined in this proposal (the "Services") in accordance with this Agreement. The relationship between the Client and the Consultant is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture.

2. Additional Services: Consultant shall be compensated for technical support for any issues arising from connectivity to the Client's network should remote connectivity be required for the Services.

3. Technical Support: Free technical support in relation to service/product provided in this contract will be provided for a period of thirty (30) days following final project delivery. Further support may be provided under a separate contract agreed upon between the parties.

4. User Acceptance: The Client will be provided a period of three (3) weeks to test and review each configured or customized application prior to final delivery. Once the Client performs their user acceptance testing, Client may enter feedback into the documentation provided. Consultant will then provide one round of upgrades to the application prior to making final delivery. The Consultant shall be compensated for any additional upgrades or repairs to the application(s) following the user acceptance period.

5. Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

6. Term and Termination:

a. The "Term" of this Agreement extends through the term set forth in the Proposal. If the project completion date is delayed more than 30 days as a result of the Consultant's schedule or Client's schedule, a reasonable adjustment in the Term will be made. This Agreement may be terminated by either party should the other party fail to perform any of its obligation hereunder; the terminating party must provide not less than thirty (30) days' notice of a breach of this Agreement to the other party prior to terminating this Agreement, and if such breach is curable and is not cured without such thirty (30) day period, the terminating party may provide notice of immediate termination of this Agreement.

b. Upon termination by Consultant due to a breach by Client, any payments which would have been due from Client if this Agreement had not been terminated shall accelerate and be paid immediately by Client. Upon termination of this Agreement for any other reason, including mutual consent to terminate, Client shall make any payments which accrued and became due during the Term, including any pro rata payments for partial Services performed during the Term. Consultant will release any partially performed Services to Client upon payment by Client as specified in this paragraph.

7. Payment:

Client agrees to pay the Consultant for all Services performed and all costs incurred by Consultant in performance of the same.

a. **Managed Services:** Invoices for the Consultant's services will be submitted on a monthly basis throughout the length of the contract. Client agrees to pay the Consultant within thirty (30) days of receiving an invoice unless otherwise agreed to in writing. Clients who choose to pay for twelve (12) months of services in advance shall receive a discount of two and one-half percent (2.5%) off the total annual fee. This discount applies only to full annual prepayments made at the beginning of the twelve-month period. The discount is non-refundable in the event of early termination of the agreement.

b. **Block of Hours:** Client will be invoiced for the entire contract amount upon receipt of executed contract. Consultant makes no guarantee of work to be completed in the amount of hours purchased.

c. **Lump Sum:** Client will be invoiced for 20% of the contract amount after execution of the contract with the remainder to be invoiced according to the payment schedule included herein. If a payment schedule is not included, the remaining project balance will be invoiced in months 2 and 3, for a total of 100% invoiced 90 days from the contract execution date.

d. Without limiting Consultant's other rights at law and as set forth herein, Consultant reserves the right to pause its provision of Services if Client has not paid any amount due hereunder by the due date, and if Client is required to make any payment upfront, Consultant is not required to begin services until such payment is made.

e. Accounts unpaid thirty (30) days after the payment due date are subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees. All fees paid hereunder are nonrefundable.

8. Data Accuracy: Any data deliverables are considered mapping grade quality and should not be used for engineering design or construction work without being verified by a licensed professional surveyor.

9. Hardware in Excess of Five Years Old: Consultant will not provide support services for hardware of Client that is more than five (5) years old.

10. Hiring Practices: During the term of this Agreement and for one year thereafter, neither party shall (directly or indirectly, on their own behalf or on behalf of a third party) hire or engage any employee or independent contractor of the other party, for work on this Agreement, or any other agreement or work of the hiring party, without the prior written consent of the other party, nor encourage any employee or contractor to leave the employ of the other party. This section is not intended to restrict the rights of employees of either party to seek and obtain employment or engagement by the other party on their own initiative or in response to publicly posted employment advertisements or job fairs, provided no solicitation occurs on the part of the hiring party, directly or indirectly. Consultant is an equal opportunity employer and values diversity. Consultant does not discriminate based on race, religion, color, national origin, gender, sexual orientation, age, marital status, veteran status, or disability status.

928 W. Mt. Vernon St.
Metamora, IL 61548
877.377.8124
sales@cloudpointgeo.com

11. Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any electronic data, plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and should only be used for the purposes intended as may be described in the Proposal, in this Agreement, or by Consultant in the course of providing the Services. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

12. Confidential Information:

a. During the course of this Agreement, one party may be entrusted with various information (in each case, the "Recipient") that the other party intends to remain confidential (in each case, the "Discloser"), including but not limited to, processes, marketing plans, financial information, general business plans, and any other materials which the Recipient knows or should reasonably know the Discloser intends to remain confidential, which may concern and/or belong to Discloser, the Discloser's actual or prospective partners, vendors, and suppliers, or Discloser's customers or clients, and which may be in electronic, physical, written, oral or any other form (collectively, the "Confidential Information").

b. For clarity, the terms of this Agreement shall be considered Confidential Information of Consultant. If this document becomes subject to a FOIA request the Client must request a redacted version of the document from the Consultant. Consultant will provide a redacted version within two business days of the request.

c. The term "Confidential Information" does not include any information which at the time of disclosure is in the public domain, is already known by Recipient at the time of disclosure as demonstrated by Recipient's records, is rightfully obtained by Recipient on a non-confidential basis from a third party, or which was independently developed by Recipient without reference to the Confidential Information of Discloser.

d. The Recipient shall not use for its own benefit, and shall not disclose, or authorize any third party to use or disclose, any Confidential Information of the Discloser, except as may be necessary to fulfill its obligations under this Agreement. Notwithstanding the foregoing, a Recipient may disclose Confidential Information to the limited extent required in order to comply with applicable law, or the order of a court or other governmental body, provided that it first provides given written notice to the Discloser and makes a reasonable effort to obtain a protective order where applicable.

e. If the parties previously entered into a non-disclosure agreement (an "NDA") addressing treatment of confidential information of the parties which remains in effect, such NDA shall survive except to the extent that it directly conflicts with this Agreement, in which case this Agreement will control.

13. Intellectual Property:

a. As between Consultant and Client, Consultant holds all right, title, and interest to any and all inventions, ideas, patentable material, software code, designs, devices, methods, technology, trade secrets, concepts, methodologies, goodwill, trademarks, service marks, trade names, and general intangibles incorporated within the Services or otherwise provided by Consultant to Client (collectively, the "Consultant IP"). This Agreement does not grant upon Client any rights to use such Consultant IP in any manner except in connection with use of the Services.

b. The Consultant will own the intellectual property rights to any solutions or other developments developed or conceived of as part of the Services and hereby reserves the right to redistribute or resell said property to any interested party upon removing Client's identifying information. This is not a work made for hire agreement. If Client sends or transmits any communications or materials to Consultant suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, Provider is free to use such feedback, and Client hereby assigns the same to Consultant.

14. Liability Insurance: The Consultant maintains insurance coverage of the following types - Professional Liability, Commercial General Liability, Automobile Liability, Umbrella Policy, and Cyber Insurance. Certificates of insurance will be provided to Client with additional insured listing upon request.

15. Disclaimer of Warranties: CONSULTANT MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SERVICES, THE SUITABILITY OF THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THE SERVICES, OR ANY RESULTS RECEIVED THROUGH OR THAT MAY BE ACHIEVED THROUGH THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURSUE, TITLE, NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. The Consultant shall not be required to execute any documents that would result in the Consultant certifying, guaranteeing, or warranting the existence of any conditions. Nothing contained in the Proposal, in any of Consultant's marketing materials, or any oral statements made by Consultant or its representatives, will alter the limitations and disclaimers set forth in this paragraph.

16. Limitation of Liability: IN RECOGNITION OF THE RELATIVE RISKS, REWARDS, AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE CONSULTANT, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT THE CONSULTANT'S TOTAL LIABILITY TO THE CLIENT FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES (INCLUDING BUT NOT LIMITED TO, THE CONSULTANT'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY) SHALL BE LIMITED TO TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) OR THE FEES PAID TO CONSULTANT BY CLIENT IN THE 12 MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS LESS. ADDITIONALLY, IN NO EVENT WILL CONSULTANT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES OR THIS AGREEMENT.

928 W. Mt. Vernon St.
Metamora, IL 61548
877.377.8124
sales@cloudpointgeo.com

17. Indemnification: Each party to this Agreement (in the capacity of "Indemnitor") hereby agrees to indemnify, and hold the other party (in the capacity of "Indemnitee") harmless from and against all costs, liabilities, damages, including, reasonable attorneys' fees and costs (collectively, "Indemnified Costs") relating to or arising out of (i) a breach of this Agreement; (ii) a grossly negligent or more culpable act or omission by Indemnitor; or (iii) improper or intended use of the Services or the results thereof by Client as Indemnitor.

18. Third-Party Services & Information: Unless specifically stated, this proposal does not include any software licensing or maintenance fees for software. Client is responsible for providing the necessary software licensing for solutions deployed to and operated on their system. The Consultant is not responsible for any licensing violations brought on by the Client's negligence. To the extent that any third party services, including any software and any hosting services, are incorporated within the Services, are provided to Client as part of the Services, or are recommended by Consultant, Client acknowledges and agrees that (a) the same may be subject to third party terms and conditions and Client is responsible for reviewing the same; and (b) Consultant is not and shall not be liable for any errors in the Third Party Services, nor any liabilities or damages arising from Client's use of or access to any Third Party Services. Further, the Consultant will not be liable for the accuracy, completeness, or costs associated with data acquired from other sources or retrieved from Client servers when requested by the Client.

19. Amendments: No amendments shall be made to this agreement without prior written consent by both parties. Amendments to this agreement may only be made by approved personnel from either party having authority to negotiate terms of agreements for their respective party. In the event of any conflict between the Proposal and this Agreement, or between this Agreement and any other information or statements provided by Consultant, including invoices, this Agreement shall control.

20. Force Majeure: Consultant shall not be responsible for damages arising directly or indirectly from any delays or causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Client, the Client's representatives, or the Client's consultants to act in a timely manner. Consultant shall be compensated accordingly for additional costs incurred because of such delays.

21. Dispute Resolution: Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

22. Governing Law & Jurisdiction: This Agreement shall be governed by and construed under and in accordance with the laws of the State of Illinois, USA, without regard to its choice of law provisions. Any litigation arising out of the agreement or the relationship of the parties hereto must be brought in a court of competent jurisdiction in Woodford County, Illinois, or the federal district courts for the Northern District of Illinois. The prevailing party in any such action will be entitled to recover court costs, reasonable attorneys' fees, and other legal expense from the non-prevailing party in addition to any other remedy.

23. Survival & Severability: Sections 6, 7, 10 through 24, and any other provision which by its language or intent should survive, will survive termination of this Agreement. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof.

24. Assignment: No assignment by Client of this agreement, or of any rights or obligations hereunder, will be valid without the prior written consent of the Consultant. Notwithstanding the foregoing, this agreement inures to the benefit of and will be binding upon the parties hereto and their respective heirs, legatees, administrators, executors, legal representative, successors and permitted assigns.

25. Counterparts: This agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Scanned images of signatures and other electronic signatures will be considered equivalent to original signatures.

Signatures

Name:		Signature:	
Job Title:		Date:	

LU-25-18
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

==========

R E S O L U T I O N

WHEREAS, the Tazewell County Land Use Committee has reviewed the attached agreement with Cloudpoint Geospatial to enter into a one year agreement beginning December 1, 2025, through November 30, 2026, for address services for the unincorporated areas of Tazewell County for a financial commitment as follows:

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

1. Said contract shall be funded through the general revenue fund with said fund being replenished by fees collected through addressing applications accepted by the Community Development Administrator;

2. Said contract shall be subject to approval of the Community Development's Fiscal Year 2026 Operating Budget by the Tazewell County Board;

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

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

Adopted this _____ day of _____ , 2025

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

Permit Summary Report Fees By Month

12/01/2024 TO 10/31/2025	Row Total	Row Total	12/01/2023 TO 10/31/2024	Row Total	Row Total
911 Addressing	$1,600.00	27	911 Addressing	$1,500.00	30
911 Addressing Subdivision	$140.00	1	911 Addressing Subdivision	$620.00	3
Adjudication Fine	$8,360.27	8	Adjudication Fine	$4,127.95	9
Administrative Variance	$200.00	2	Administrative Variance	$100.00	1
Change-In-Use: Comm/Ind	$600.00	3	Change-In-Use: Comm/Ind	$200.00	1
Commercial - Addition/Alterations	$2,950.00	4	Commercial - Addition/Alterations	$0.00	1
Commercial - Electrical	$910.00	10	Commercial - Electrical	$1,630.00	19
Commercial - HVAC - Cooling	$145.00	1	Commercial - HVAC - Cooling	$190.00	1
Commercial - HVAC - Heating	$145.00	1	Commercial - HVAC - Heating	$190.00	1
Commercial - New Construction	$2,200.00	2	Commercial - New Construction	$3,375.00	4
Commercial - Plumbing	$110.00	2	Commercial - Plumbing	$55.00	1
Communication Co-Locate	$12,500.00	10	Communication Co-Locate	$11,250.00	9
Communication Facility	$22,150.00	4	Communication Facility	$0.00	0
Demolition	$1,100.00	12	Demolition	$1,100.00	12
Erosion - Site Specific	$997.00	4	Erosion - Site Specific	$2,000.00	8
Erosion - Standard	$3,150.00	18	Erosion - Standard	$3,500.00	21
Fence	$1,800.00	36	Fence	$2,000.00	40
Flood Plain Development	$400.00	2	Flood Plain Development	$200.00	1
Home Occupation	$0.00	0	Home Occupation	$800.00	4
Home Occupation RENEWAL	$1,080.00	24	Home Occupation RENEWAL	$990.00	22
Inspection Fine	$750.00	10	Inspection Fine	$1,575.00	18
Move A Structure	$0.00	0	Move A Structure	$100.00	1
NO CHARGE AG STRUCTURE	$0.00	9	NO CHARGE AG STRUCTURE	$0.00	7
Not for Profit	$300.00	1	Not for Profit	$0.00	0
OVER/UNDER	$70.00	1	OVER/UNDER	$0.00	0
Pool - Above Ground	$1,200.00	12	Pool - Above Ground	$1,500.00	15
Pool - In-Ground	$1,225.00	7	Pool - In-Ground	$2,275.00	13
Residential - Accessory Structure/Addition To	$27,445.00	112	Residential - Accessory Structure/Addition To	$23,040.00	91
Residential - Deck Attached/Detached	$4,910.00	39	Residential - Deck Attached/Detached	$2,725.00	23
Residential - Duplex/Condo *NEW*	$600.00	1	Residential - Duplex/Condo *NEW*	$0.00	0
Residential - Dwelling *NEW*	$15,050.00	24	Residential - Dwelling *NEW*	$13,450.00	22
Residential - Dwelling Addition	$9,250.00	25	Residential - Dwelling Addition	$7,700.00	24
Residential - Dwelling Remodel/Alteration	$2,200.00	9	Residential - Dwelling Remodel/Alteration	$2,750.00	8
Residential - Electrical Addn/Access	$12,920.00	290	Residential - Electrical Addn/Access	$20,385.00	456
Residential - Electrical NEW	$1,650.00	29	Residential - Electrical NEW	$1,595.00	32
Residential - HVAC - Cooling	$1,600.00	29	Residential - HVAC - Cooling	$1,610.00	31
Residential - HVAC - Heating	$1,725.00	32	Residential - HVAC - Heating	$2,070.00	35
Residential - Manufactured/Modular Dwelling *NEW*	$0.00	0	Residential - Manufactured/Modular Dwelling *NEW*	$1,200.00	3
Residential - Plumbing	$3,080.00	56	Residential - Plumbing	$3,080.00	58
Residential - Plumbing Per Add. Fixture	$885.00	11	Residential - Plumbing Per Add. Fixture	$555.00	11
Residential - Renewal	$0.00	0	Residential - Renewal	$600.00	4
Sign	$100.00	1	Sign	$110.00	1
Solar Energy System	$112,850.00	107	Solar Energy System	$70,200.00	235
Stormwater Combo	$11,956.50	6	Stormwater Combo	$8,475.00	5
Subdivision - Final Plat	$325.00	1	Subdivision - Final Plat	$425.00	1
Subdivision - Modification/Road Waiver	$200.00	1	Subdivision - Modification/Road Waiver	$200.00	1
Subdivision - Preliminary Plat	$0.00	0	Subdivision - Preliminary Plat	$600.00	2
Temp Comp Cert	$0.00	0	Temp Comp Cert	$150.00	2
Temporary Use	$600.00	3	Temporary Use	$400.00	2
Tract Survey Review	$1,075.00	36	Tract Survey Review	$1,350.00	43
ZBA - Incidentals	$15,000.00	1	ZBA - Incidentals	$0.00	2
ZBA - Publication Fee	$875.25	28	ZBA - Publication Fee	$1,279.17	28
ZBA - Rezoning	$2,150.00	3	ZBA - Rezoning	$1,300.00	2
ZBA - Special Use	$9,950.00	22	ZBA - Special Use	$19,693.00	23
ZBA - Special Use - Chickens	$900.00	3	ZBA - Special Use - Chickens	$900.00	3
ZBA - Variance	$3,900.00	13	ZBA - Variance	$6,000.00	20
Totals:	**$305,279.02**	**1093**	**Totals:**	**$231,120.12**	**1410**