



Executive Committee

Brett Grimm - Chairman
Jury Commission Room – McKenzie Building
11 S. 4th Street
Pekin, IL 61554
Wednesday, September 23, 2026
immediately following Risk Management

- I. Roll Call
- II. Approve minutes of the August 19, 2026 meeting and August 26, 2026 in-place meeting
- III. Public Comment
- IV. New Business
 - A. Discussion: Upcoming potential changes to the Sewage Ordinance and public meeting
 - B. Discussion: Upcoming potential changes to the Body Art Ordinance and public meeting
 - E-26-55 C. Recommend to approve amendments to the Sewage Ordinance
 - E-26-56 D. Recommend to approve amendments to Body Art Ordinance
 - E-26-67 E. Recommend to approve County Trustee Resolutions
 - E-26-73 F. Recommend to approve contract with Devnet for tax cycle software

V. Appointments and Reappointments

- E-26-65 A. Recommend to approve the reappointment of Monica Whetstone to the East Peoria Drainage & Levee District
- E-26-66 B. Recommend to approve the reappointment of Marcus Camp to the East Peoria Drainage & Levee District
- E-26-68 C. Recommend to approve the appointment of Stacey Melloy to the Board of Health

- | | | |
|---------|----|--|
| E-26-69 | D. | Recommend to approve the reappointment of Wayne Deppert to the Imperial Valley Water Authority |
| E-26-70 | E. | Recommend to approve the appointment of Chris Valentine to the Powerton Fire Protection District |
| E-26-71 | F. | Recommend to approve the reappointment of Dennis Hallstein to the West Fork Drainage District |
| E-26-72 | G. | Recommend to approve the reappointment of Raymond Woodrow to the Union Drainage District |

VI. Unfinished Business

VII. Reports / Communications

VIII. Recess

Members: Chairman Brett Grimm, Vice Chairman Michael Harris,
Russ Crawford, Jay Hall, Kim Joesting, Greg Menold,
Dave Mingus, Nancy Proehl, Greg Sinn, Max Schneider,
Eric Stahl

Minutes pending committee approval



Executive Committee Meeting

Jury Commission Room – McKenzie Building
Wednesday, August 19, 2026 – 4:05 p.m.

Committee Members Present: Chairman Brett Grimm, Vice Chairman Mike Harris, Nancy Proehl, Jay Hall, Greg Menold, Eric Stahl, Russ Crawford, Greg Sinn, Kim Joesting, Dave Mingus

Committee Members Absent: Max Schneider

Others Attending: Mindy Darcy, County Administrator

MOTION **MOTION BY MEMBER MENOLD, SECOND BY MEMBER HALL** to approve minutes from the July 22, 2026 meeting

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION **MOTION BY MEMBER MINGUS, SECOND BY MEMBER STAHL** to approve the Ordinance Fixing the Budget for the Heritage Lake Association Special Service Area for FY27

Administrator Darcy stated that they are requesting \$430,000 this year as opposed to \$425,000 last year.

Member Menold stated that they are planning on seal coating and extensive culvert repair work.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION **MOTION BY MEMBER CRAWFORD, SECOND BY MEMBER JOESTING** to approve Levy and Assessment of Taxes for the Heritage Lake Association Special Service Area for FY27

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION **MOTION BY MEMBER STAHL, SECOND BY MEMBER HARRIS** to approve County Trustee Resolutions

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-26-63

MOTION BY MEMBER PROEHL, SECOND BY MEMBER CRAWFORD to approve polling location change

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-26-59

MOTION BY MEMBER SINN, SECOND BY MEMBER CRAWFORD to approve reappointment of Wallace Varney to the Cincinnati Drainage and Levee District

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-26-60

MOTION BY MEMBER SINN, SECOND BY MEMBER CRAWFORD to approve reappointment of Verne Herrman to the Mackinaw River Levee & Drainage District #1

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-26-61

MOTION BY MEMBER SINN, SECOND BY MEMBER CRAWFORD to approve reappointment of Scott Kammeyer to the Spring Lake Drainage District

On voice vote, **MOTION CARRIED UNANIMOUSLY**

Chairman Grimm recessed the meeting at 4:09 p.m.

(transcribed by S. Gullette)

Minutes pending committee approval



In-Place Executive Committee Meeting

James Carius Community Room

Wednesday, August 26, 2026 – 6:35 p.m.

Committee Members Present: Chairman Brett Grimm, Vice Chairman Mike Harris, Greg Menold, Nancy Proehl, Kim Joesting, Dave Mingus, Greg Sinn, Russ Crawford, Eric Stahl, Jay Hall

Committee Members Absent: Max Schneider

Others Attending: Mindy Darcy, County Administrator

MOTION

E-26-64

MOTION BY MEMBER STAHL, SECOND BY MEMBER MENOLD to approve application for a Capital Assistance Grant

On voice vote, **MOTION CARRIED UNANIMOUSLY**

Chairman Grimm recessed the meeting at 6:37 p.m.

(transcribed by S. Gullette)

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached amendments to Chapter 94.29: Compliance and Performance in the Tazewell County Code of Ordinances: and

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

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

PASSED THIS 30th DAY OF SEPTEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Talking Points

Date: 6-11-26

SEWAGE ORDINANCE	COMMENTS
Current Ordinance § 94.29 COMPLIANCE AND PERFORMANCE. (C) All existing surface discharging systems whose effluent leaves their property or has the potential to leave their property must meet the state's Department of Public Health effluent standards and be sampled a minimum of once a year. Effective January 1, 2020, based on the effluent results and no flow history, the sampling may be reduced to once every three years. All discharging systems shall comply with the sampling requirements as specified in the Private Sewage Disposal Code, being 77 Ill. Adm. Code 905. Sample results must be submitted to the County Health Department within 45 days of the date the sample was collected. As of February 10, 2014, new installations and systems that are repaired must have an EPA NPDES general permit No. IL G62 (if required) prior to discharging. Those systems must meet the sampling requirements of the EPA NPDES general permit No. IL G62 and submit sample results to County Health Department within 45 days of the date the sample was collected.	Ordinance changes in red (C) All existing and new non-residential surface discharging systems whose effluent leaves their property or has the potential to leave their property must meet the state's Department of Public Health effluent standards and be sampled a minimum of once a year. Effective January 1, 2020, based on the effluent results and no flow history, the sampling may be reduced to once every three years. All discharging systems shall comply with the sampling requirements as specified in the Private Sewage Disposal Code, being 77 Ill. Adm. Code 905. Sample results must be submitted to the County Health Department within 45 days of the date the sample was collected. As of February 10, 2014, new installations and systems that are repaired must have an EPA NPDES general permit No. IL G62 (if required) prior to discharging. Those systems must meet the sampling requirements of the EPA NPDES general permit No. IL G62 and submit sample results to County Health Department within 45 days of the date the sample was collected.
IDPH SAMPLING REQUIREMENTS FROM CODE; PART 905 PRIVATE SEWAGE DISPOSAL CODE Section 905.110 Effluent Discharges d) Effluent Limitations 1) Surface discharging private sewage disposal systems shall not exceed the following effluent standards: A) The system shall comply with NSF International/ANSI Standard 40, Section	The Illinois Private Sewage Disposal Code does not require the scheduled sampling of septic system effluent. Rather, it simply delineates the effluent standards that effluent must meet, and the analyses to be used.

8.5.2.1.1 for carbonaceous 5-day biochemical oxygen demand (CBOD5) and Section 8.5.2.1.2 for total suspended solids (TSS). B) No effluent shall contain settleable solids. C) Color, odor and turbidity shall be reduced to below discernable levels. D) No effluent shall contain floating debris, visible oil, grease, scum or sludge solids. E) Fecal coliform bacteria concentration shall not exceed 400 organisms per 100 ml. F) Sample Ports. After January 1, 2014, any surface-discharging system installed, repaired, renovated or replaced shall have a sample port of at least 4 inches in diameter or free-fall discharge of at least 12 inches located after the disinfection component, which extends to 3 inches or more above the ground surface. A sample port is not required if a free-fall discharge is within 200 feet of the disinfection device. The sample cannot be taken from a common collector or drainage tile, but must be taken from a discharge point that discharges only the treated effluent from the surface- discharging private sewage disposal system. G) A surface-discharging system installed after January 1, 2014 shall not discharge to a roadside ditch as stipulated in the Illinois Highway Code [605 ILCS 5/9-123]. 2) Samples shall be analyzed in accordance with the Standard Methods for the Examination of Water and Wastewater.	
	DATA: With the effluent program, one of main concerns was looking at water safety for drinking water, streams, ponds etc. And when we look at the numbers this year, they show no major concern for fail rate, even after the reduced sampling to every 3 years. Based on the data, we are looking to relieve the burden on homeowners of the requirements of sampling. Businesses will still be required to submit effluent samples due to the bacterial load in the discharge.

	198 samples submitted in 2025, 191 passed or no flow A survey of all 97 other county health departments in Illinois was conducted to verify how many currently require annual effluent testing for septic systems. It was determined that Tazewell is the only County requiring annual effluent testing.
§ 94.29 COMPLIANCE AND PERFORMANCE. (Q) Under no circumstances shall any person maintain, allow or operate a private sewage disposal system in such a manner that the Health Department determines it to be an ongoing public nuisance or hazard to the public health or safety. Repeated pumping of a septic tank or aerobic unit to prevent such a public nuisance or hazard is not an acceptable remedy. (I) It shall be unlawful to discharge untreated sewage or effluent from any septic tank directly into any stream, ditch, ground surface, sink hole or abandoned well, or to allow the contents of any privy vault, septic tank, or seepage pit to emit offensive odors, to become objectionable, dangerous or prejudicial, to the public health.	Ordinance still allows sampling for complaints

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached amendments to Chapter 99.05: Body Art Operator/Apprentice Requirements and Professional Standards in the Tazewell County Code of Ordinances: and

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

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

PASSED THIS 30th DAY OF SEPTEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Talking Points

Date: 7-9-2026

BODY ART ORDINANCE	COMMENT
99.05 Body Art Operator/Apprentice Requirements and Professional Standards (a) All operators and apprentices working in any body art establishment, including temporary and mobile, shall be registered with the Local Health Department. This list shall be provided by the registered body art establishment and submitted with a fee as set by the Board of Health. Artist registration shall be renewed every five years, or if an artist changes location within Tazewell County.	Requirements and Professional Standards (a) All operators and apprentices working in any body art establishment, including temporary and mobile, shall be registered with the Local Health Department. This list shall be provided by the registered body art establishment and submitted with a fee as set by the Board of Health. Artist registration shall be renewed every five years, or if an artist changes location within Tazewell County. The reasoning behind this change is a lot of body artists relocate from one body art business to another within a 5 year timeframe. We feel that if they would like to change their place of business, and their registration is still current, they should not be penalized for working at a new location. This registration should be allowed to travel with them if it is still valid.

09/04/2026

Tazewell County Monthly Resolution List - September 2026

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
09-26-001	0726066F	SAL	NICK FLYNN	13-13-10-303-030	1,000.00	0.00	0.00	88.00	475.73	0.00	436.27
09-26-002	0726067F	SAL	REBECCA MILLER	13-13-10-305-003	1,000.00	0.00	0.00	88.00	464.46	0.00	447.54
09-26-003	0726068F	SAL	DEREK ORENDORFF	13-13-10-305-004	927.00	0.00	0.00	88.00	464.46	0.00	374.54
09-26-004	0726069F	SAL	WYATT STOOPS	13-13-16-201-003	1,677.00	0.00	0.00	88.00	464.46	0.00	1,124.54
Totals					\$4,604.00	\$0.00	\$0.00	\$352.00	\$1,869.11	\$0.00	\$2,382.89

_____	_____
_____	_____
_____	_____
_____	_____

Clerk Fees \$0.00
Recorder/Sec of State Fees \$352.00
Total to County \$2,734.89

Committee Members

**Tazewell County September 2026 Resolutions
Future Taxes for Properties Sold at Auction**

ROUTE TO TREASURER

Dear Treasurer,

Please ensure the properties listed below receive tax bills no sooner than the payable date listed. Please direct any questions to our office.

<u>Item #</u>	<u>Date Sold</u>	<u>Purchaser</u>	<u>Future Taxes Due Beginning</u>
0726066F <i>Parcel(s) Involved: 13-13-10-303-030</i>	07/17/2026	NICK FLYNN	January 1, 2027 payable 2028
0726067F <i>Parcel(s) Involved: 13-13-10-305-003</i>	07/17/2026	REBECCA MILLER	January 1, 2027 payable 2028
0726068F <i>Parcel(s) Involved: 13-13-10-305-004</i>	07/17/2026	DEREK ORENDORFF	January 1, 2027 payable 2028
0726069F <i>Parcel(s) Involved: 13-13-16-201-003</i>	07/17/2026	WYATT STOOPS	January 1, 2027 payable 2028

Tazewell County - September 2026 Resolutions
Sale Accounts with Potential Equity

TREASURER: The sale accounts listed below *may* have some equity related to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

We suggest you set aside the Potential Equity amount shown in the event a claim is made by the prior owner.

Our calculations are based on the limited information we have. We compare the County Auction proceeds to the final redemption amount. There may be additional taxes due for the current year and/or forfeitures that were not part of the original certificate. There may also be additional costs that we do not have in our data. These are only estimated amounts. Any sale accounts not shown on this report do not have potential equity, meaning the County Auction proceeds are less than the redemption amount. If no accounts are shown, then no current sale accounts have potential equity.

Auction Item #	Parcel#	Sale Amount	All County Proceeds	Redemption Amount	Potential Equity
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RESOLUTION



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

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

MACKINAW TOWNSHIP

PERMANENT PARCEL NUMBER: 13-13-10-303-030

As described in certificate(s) : 202200844 sold October 2023

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

WHEREAS, NICK FLYNN, has bid \$1,000.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$436.27 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,000.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWEILL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$436.27 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-26-001



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

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

MACKINAW TOWNSHIP

PERMANENT PARCEL NUMBER: 13-13-10-305-003

As described in certificate(s) : 202200845 sold October 2023

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

WHEREAS, REBECCA MILLER, has bid \$1,000.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$447.54 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,000.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$447.54 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-26-002



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

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

MACKINAW TOWNSHIP

PERMANENT PARCEL NUMBER: 13-13-10-305-004

As described in certificates(s) : 202200846 sold October 2023

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

WHEREAS, DEREK ORENDORFF, has bid \$927.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$374.54 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$927.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWEILL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$374.54 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-26-003

RESOLUTION

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

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

MACKINAW TOWNSHIP

PERMANENT PARCEL NUMBER: 13-13-16-201-003

As described in certificates(s) : 202200854 sold October 2023

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

WHEREAS, WYATT STOOPS, has bid \$1,677.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$1,124.54 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,677.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWEILL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$1,124.54 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-26-004

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 contract for Property Tax and wEdge Software License Maintenance and Support from Devnet for tax cycle software; and

WHEREAS, the Devnet software is utilized within multiple County departments and has been beneficial to all since the program was instituted in 2010. The current contract with Devnet for this software is to expire November 30, 2026; and

WHEREAS, the County finds this one-year extension to the software license maintenance and support agreement to not be conducive to competitive bidding due to the sole-source nature of the proprietary Devnet tax-cycle software used to maintain the County's existing records and processes within multiple County departments; and

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Supervisor of Assessments, Treasurer, County Clerk, Auditor and Devnet President at 2254 Oakland Drive, Sycamore, IL 60178 of this action.

PASSED THIS 30th DAY OF SEPTEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Property Tax and wEdge Software License Maintenance and Support

in

Tazewell County, Illinois

Agreement For DEVNET Inc. Services

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This "Agreement" dated December 1, 2026 ("Effective Date") is between DEVNET, INC., (DEVNET), an Illinois Corporation, having its principal offices at 2254 Oakland Drive, Sycamore, Illinois 60178, and TAZEWEEL COUNTY, Illinois (TAZEWEEL COUNTY), an Illinois State unit of local government, having its principal offices at TAZEWEEL County Courthouse, 651 Jackson Avenue, Charleston IL 61920.

Recitals

WHEREAS, DEVNET is in the business of providing software development to units of local government and others; and

WHEREAS, TAZEWEEL COUNTY desires to update and modernize its property tax software;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVNET and TAZEWEEL COUNTY ("the Parties") hereby agree as follows:

ARTICLE 1: Definitions

1.1 Acceptance

The term "acceptance" means the first date and time that the DEVNET Property Tax Software System is delivered to TAZEWEEL COUNTY, is installed on TAZEWEEL COUNTY's hardware, and is certified by a representative of each of the parties hereto as being in full compliance with the terms of this Agreement.

1.2 Application Error

The term "application error" means an error in an application program that causes it to fail and terminate abnormally.

1.3 Application Program

The term "Application Program" means the software programs developed and exclusively owned by DEVNET that will allow TAZEWEEL COUNTY to operate its Property Tax database.

1.4 Customized Changes

The term "customized changes" means a program or system change specific to the needs of TAZEWEEL COUNTY and that no other current client of DEVNET has requested on or before the date of acceptance.

1.5 Database Error

The term "database error" means an error or corruption in a database that causes an application program to fail or to present inaccurate or corrupted data to the user. These errors can be caused by hardware failure, operating system failure or incorrect configuration of database hardware or software and are not caused by an error in the DEVNET Property Tax Software System.

1.6 Tazewell County Databases

The term "TAZEWEEL COUNTY Databases" means the Property Tax data prepared and managed by TAZEWEEL COUNTY that are stored in electronic format and which are accessible by TAZEWEEL COUNTY's computer system.

- 1.7 **Tazewell County Equipment**
The term "TAZEWELL COUNTY Equipment" means the equipment owned (or leased), operated and maintained by the TAZEWELL COUNTY. By way of illustration, but not limitation, TAZEWELL COUNTY Equipment includes: access to mainframe, minicomputer, and LAN server platforms where "TAZEWELL COUNTY Databases reside, and the communications equipment required to link the TAZEWELL COUNTY Databases to any satellite location(s).
- 1.8 **Tazewell County Software**
The term "TAZEWELL COUNTY Software" means application software, database management software, and operating system software that runs on TAZEWELL COUNTY Equipment and TAZEWELL COUNTY Databases and/or other software all of which are owned (or licensed from third parties), and maintained by TAZEWELL COUNTY (or TAZEWELL COUNTY's third party vendors), not DEVNET.
- 1.9 **Documentation**
The term "Documentation" means User manuals, TAZEWELL COUNTY training literature, other written materials that DEVNET normally provides, or will provide with the services set forth herein and verbal representations made at sales demonstrations by authorized DEVNET personnel.
- 1.10 **DEVNET Property Tax Software System**
The term "DEVNET Property Tax Software System" means all of the application programs, source codes, database definitions and documentation necessary for the purpose of processing Property Taxes. Such a system includes, but is not limited to, functions for processing Property Taxes, extensions, billings and collections.
- 1.11 **Software Maintenance**
The terms "software maintenance" means an ongoing process of modernizing, repairing and enhancing an existing software system.
- 1.12 **Software Support**
The term "software support" means the ongoing process of providing services to the users of a software system that allows them to make proper and efficient use of the system. These services include user training, repair of data corrupted by database errors and answering user questions.
- 1.13 **Hyperinflation**
Hyperinflation is a condition of abnormally high and accelerating inflation that substantially erodes the real value of the local currency. For the purposes of this contract, hyperinflation shall be deemed to occur if the monthly inflation rate exceeds 20%, determined by the Federal Open Market Committee, for a period of two consecutive months. Should hyperinflation occur, it shall constitute grounds for renegotiation or termination of this contract to adjust for the economic realities imposed by such inflationary conditions.

ARTICLE 2: Description of Services

- 2.1 DEVNET shall provide TAZEWELL COUNTY the DEVNET Property Tax Software System as described below for the fees set forth herein on the dates listed in Article 6 below.
- 2.2 DEVNET shall develop, maintain and support a Property Tax Software System for use by TAZEWELL COUNTY in the ordinary course of its business.
- 2.3 DEVNET shall provide its own development tools for the development of the DEVNET Property Tax Software System. DEVNET will also be responsible for setting up a testing and development Windows/SQL Server environment within its own offices for such purposes.
- 2.4 DEVNET shall supply the following modules in the DEVNET Property Tax Software System. As the software develops, the list shall be updated and modified as priorities change. This list does not include some of the minor functions of the system as they are intended to be included in the larger modules.

Property Tax Assessment Administration Deliverables

- Parcel Maintenance
- Name and Address Maintenance
- Legal Description Maintenance
- Site Address Maintenance
- Exemption Maintenance
- Parcel Transfer
- Time Memo Maintenance
- Farmland Processing
- Equalization
- Notices and Reporting
- All required State Abstracts
- Inquiry
- Board of Review
 - o Hearing (Docket) Maintenance
 - o Hearing Notices
 - o Tentative Board of Review Changes
 - o Parcel Maintenance
 - o Docket Reporting
 - o Final Decision Notices
 - o Equalization
 - o All required State Abstracts
 - o \$100,000.00 tax reduction notices
- Assessment Level Change and Roll to County Clerk
- Assessor functions for Certificates of Error

Property Tax Extension

- Tax District maintenance
- All required State Abstracts
- Parcel Maintenance includes:
 - o TIF Parcel information (If applicable)
 - o Enterprise Zones (if applicable)
- Notices and Reporting
- State Equalization
- Calculation and Reports
- Equalized Assessed Value

- Tax District Rates
- Tax District Extensions
- PTELL (if applicable)
- Roll to County Collector

Property Tax Collection/Distribution

- Tax Billing
- Mortgage Company ACH
- Hard Copy Bills
- Tax Collection and Distribution
- Treasurer functions for Certificates of Error
- Delinquent Notices
- Tax Sale Processing
- Forfeiture Maintenance
- Reports and Inquiry

Tax Sale Redemption

- Tax Sale Parcel Management
- Redemption Processing
- Print Estimates of Redemption
- Tax Buyer Fee Maintenance
- Tax Buyer Maintenance
- Print Checks to Tax Buyers
- Reports and Inquiry

Drainage Modules

- Drainage Parcel Maintenance
- Name and Address Maintenance
- Legal Description Maintenance
- Site Address Maintenance
- Exemption Maintenance
- Time Memo Maintenance
- Drainage Collection
- Drainage Distribution
- Notices and Reporting

Mobile Home Module

- Mobile Home Maintenance
- Name and Address Maintenance
- Vehicle Information Maintenance
- Calculate/Print Mobile Home Tax Bills
- Mobile Home Collection
- Mobile Home Distribution
- Notices and Reporting

wEdge

Industry leading e-government and property search platform that integrates property information, GIS, and other government services through a single application.

wEdge is a customizable inquiry solution that integrates with the Edge® applications providing county and public users access to important taxpayer information.

Not Included: Software support for wEdge online inquiry shall not include:

- A. Phone Support for the public or subscribers. This is chargeable at \$125.00 per hour. The County also has the option of buying support in blocks of hours for the public/subscribers at \$110.00 per hour for a minimum of 20 hours. Any time spent by DEVNET supporting the public or subscribers with issues pertaining to wEdge that are not already covered under this agreement will be tracked in fifteen minute increments and billed to the county monthly at the above hourly rate.
- B. Support due to infrastructure problems at the county site is not covered. Support for this instance is billable at \$125.00 per hour with a minimum of one hour per incident. Any time spent by DEVNET providing support due to infrastructure problems not already covered under this agreement will be tracked in fifteen minute increments and billed to the county monthly at the above hourly rate.

2.5 SECURITY

All modules shall contain sufficient levels of security to prevent unauthorized users from modifying data in any way.

2.6 DEVNET shall provide maintenance and support that includes:

- a. Software maintenance will include all State mandated law changes, all Department of Revenue Administrative changes (such as changes to the Abstracts) or any new reporting requirements. Software maintenance also includes all system upgrades of non-customized portions of the DEVNET Property Tax Software System. Maintenance does not include the cost of any upgrades to third party software. TAZEWELL COUNTY is not required to upgrade third party software such as operating systems or database software unless failing to perform such an upgrade results in application errors in the DEVNET Inc. Property Tax System. As part of maintenance DEVNET will also provide documentation in an electronic format for the DEVNET Inc. Property Tax System as such documentation becomes available. Maintenance also includes the correction of any DEVNET Inc. Property Tax System software discrepancies that result in application errors. As part of maintenance DEVNET intends to certify the DEVNET Inc. Property Tax System's compatibility with additional operating systems as DEVNET determines these operating systems are acceptable platforms for the use of the DEVNET Inc. Property Tax System.
- b. Software support includes all training, and retraining of TAZEWELL COUNTY Personnel. It includes the diagnosis and correction of errors that may occur in the database due to a hardware or network problem. It includes telephone and on site support for major processes such as printing Real Estate tax bills, printing notices etc. If any support is required during weekends or after normal business hours, DEVNET requests that a 2-day advance notice be given, so DEVNET can have staff available to help. DEVNET understands that any advance notice may not be possible and as such we will provide the person or persons designated by TAZEWELL COUNTY with pager and/or home phone numbers of DEVNET staff members. Software support also includes telephone support for any "how to" questions that any member of TAZEWELL COUNTY's staff may have.
- c. Software support shall not include any customized changes to the system, after the system is accepted by TAZEWELL COUNTY.

- d. Undertaking enhancements as mutually agreed upon by the Parties at an additional cost to be mutually agreed in writing.
 - e. DEVNET shall reasonably respond to TAZEWELL COUNTY'S phone calls by return telephone call. However, there are may be times when a programmer is not immediately available. In these isolated cases DEVNET guarantees a response time of not more than two (2) hours from the time of the initial call. TAZEWELL COUNTY shall have the option to contact the project manager or head of DEVNET'S support division to have the problem reassigned.
- 2.7 The design for the DEVNET Property Tax Software System must include all of the basic functionality necessary for following the legal requirements to process Property taxes in the State of Illinois.

ARTICLE 3: Joint Responsibilities

- 3.1 Product design, to ensure consistency of interface and operation of TAZEWELL COUNTY Databases.
- 3.2 Technology planning, to ensure adequate infrastructure necessary to deliver any expanded services.
- 3.3 Change control planning, to ensure orderly maintenance and enhancement of TAZEWELL COUNTY Databases.

ARTICLE 4: TAZEWELL COUNTY Responsibilities

- 4.1 TAZEWELL COUNTY shall take the steps necessary, including the activities set forth in the following provisions, to enable DEVNET, in accordance with a mutually agreed upon schedule, to develop, install, test and maintain the DEVNET Property Tax Software System in TAZEWELL COUNTY's Databases.
- 4.2 TAZEWELL COUNTY shall allow DEVNET scheduled access to TAZEWELL COUNTY Equipment and TAZEWELL COUNTY Software relevant to the DEVNET Property Tax Software System to obtain the needed access to its software and equipment, in order to allow DEVNET to develop, install, test and maintain the DEVNET Property Tax Software System in TAZEWELL COUNTY's Databases. Any delay by TAZEWELL COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.3 TAZEWELL COUNTY shall take all necessary actions in order to allow DEVNET scheduled access to the TAZEWELL Software and TAZEWELL Equipment seven days a week, 24 hours a day, if possible, when DEVNET determines that such access is required by DEVNET and it is mutually agreed by TAZEWELL COUNTY. Any delay by TAZEWELL COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time. DEVNET also requires scheduled access seven days a week, 24 hours a day to TAZEWELL COUNTY property tax databases and property tax servers via modem or Internet connection.
- 4.4 TAZEWELL COUNTY shall provide guidelines to DEVNET regarding use of information contained in the TAZEWELL Databases and such other information as DEVNET may require to perform its work as described in this Agreement. Any delay by TAZEWELL COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.5 TAZEWELL COUNTY shall allow DEVNET to use TAZEWELL COUNTY'S name in promoting DEVNET to potential users and other customers and will allow DEVNET to use, copies obtained at DEVNET'S expense at a time convenient to TAZEWELL COUNTY, the TAZEWELL Databases for demonstration of the DEVNET Property Tax Software System to potential users and other customers. Notice of this paragraph shall follow the provisions of Paragraph 15.1 herein.
- 4.6 If TAZEWELL COUNTY makes modifications to its hardware and/or software (including operating systems) that are incompatible with the DEVNET Property Tax Software System, efforts by DEVNET to make necessary revisions due to such change(s) will be billable to TAZEWELL COUNTY at DEVNET's then-current rates for time and materials. Any delay by TAZEWELL COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.7 On or before the commencement of work to be performed by DEVNET pursuant to this Agreement, TAZEWELL COUNTY shall obtain and have in full operation the following hardware for installation and operation of the DEVNET Property Tax Software System:

Hardware Requirements for DEVNET Products

Hardware may be purchased from any third-party vendor of the County's choice. Note that the County or third-party vendor is responsible for deployment of the server(s) and all required third-party software, including the Active Directory/domain and SQL Server, unless DEVNET is contracted to deploy the server hardware and software.

The following specifications assume a single SQL and file server environment. For an environment in which the DEVNET applications do not reside on the SQL server, these specifications apply to the SQL server.

CAMA and tax analytics in the DEVNET system use the SQL Server R component.

- Clients up to 50,000 parcels can deploy SQL R in-database as a single server solution.
- Clients with 50,000-100,000 parcels may be able to deploy a single server SQL R in-database solution depending on usage of the analytics.
- Clients with more than 100,000 must deploy a separate standalone R server.

Note: SQL R in-database cannot be deployed on a SQL cluster; therefore, an SQL cluster must deploy the standalone R server

If the Application, Image/Document, and Sketch files are stored on a separate server or NAS, the file I/O performance of this alternative must be equivalent to the server specifications described in this document.

The Marshall & Swift cost manual requires a Microsoft IIS instance.

These specifications are for a physical server to support the DEVNET solution.

SQL Server Specifications

Minimum: Less than 100,000 parcels and less than 40 users
2.00+ GHz 8-Core processor
32-64 GB RAM
300 GB hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Windows OS, SQL Server Application, and Virtual Memory file ^{1,2}
300-600 GB available hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for SQL Data, separate array for the SQL log files may be recommended ^{1,2}
1 TB available hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Application, Image/Document, and Sketch files ^{1,2}
Video adapter capable of 1280 x 1024 resolution
Monitor capable of 1280 x 1024 resolution
Tape/disk or other backup solution
High-speed internet access
VPN remote access
Quad Teamed 1 Gb ethernet adapters
N+1 redundant cooling ³

N+1 redundant power ³
Uninterruptible power supply ⁴
Windows Server 2016/2019 Standard Edition ⁵
Microsoft SQL Server 2017/2019 Standard Edition ⁵
Microsoft SQL Native Client
Microsoft .NET Framework 4.7.2
Microsoft Visual C++ 2015-2019 Redistributable

Standalone R Server Minimum Specifications

Minimum (May be required if more than 100,000 parcels, required if more than 200,000 parcels)
2.00 GHz 8-core processor
32 GB RAM
300+ GB hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 12G SAS drives for Windows OS, R Server Application, and Virtual Memory file ²
Video adapter capable of 1280 x 1024 resolution
Monitor capable of 1280 x 1024 resolution
Tape/disk or other backup solution
High-speed internet access
VPN remote access
Dual-teamed 1 Gb ethernet adapters
N+1 redundant cooling ³
N+1 redundant power ³
Uninterruptible power supply ⁴
Windows Server 2016/2019 Standard Edition ⁵
Microsoft SQL Server 2017/2019 Standard Edition R component ⁵
Microsoft SQL Native Client
Microsoft .NET Framework 4.7.2
Microsoft Visual C++ 2015-2019 Redistributable

¹ The storage space required may vary depending on the number of parcels, images, sketches, and documents. Additionally, the amount of historical information added will impact the storage requirements.

² Clients may substitute the recommended RAID levels for alternative RAID levels or storage methods such as a SAN as long as they provide the comparable redundancy and performance. The lowest server specifications provided above will provide sustained disk I/O of 250MB/s based on Windows file read write testing. The highest specifications will provide sustained disk I/O of 450MB/s based on Windows file read write testing.

³ Clients can substitute an alternative as long as they provide the same level of redundancy.

⁴ Client do not need a UPS-specific to this server as long as the solution utilized can provide sufficient runtime and graceful shutdown of the server.

⁵ While older Windows and SQL server versions are supported in select situations, some features require SQL Server 2017 or newer. DEVNET recommends using Windows Server 2019 standard edition and SQL Server 2017 or newer standard edition.

Server Virtualization

DEVNET does not recommend a virtual Microsoft SQL Database server.

If a virtual environment is utilized, the virtual server must provide the same sustained performance as the recommended physical hardware.

The most critical performance component is disk I/O. The virtual SQL server must provide sustained performance equivalent to the recommended physical server while other guest virtual servers on the same physical server are under load. Note that unlike other applications, SQL is not very tolerant of latency.

Workstation Specifications

Minimum	2+ GHz single core processor
	8 GB RAM
	256 GB+ hard drive
	Video adapter capable of 1280 x 1024 resolution
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution
	Windows 10 Pro/Ent
	100/1000 Mb ethernet adapter
	Mouse
	Microsoft SQL Native Client
	Microsoft .NET Framework 4.7.2
	Microsoft Visual C++ 2015-2019 Redistributable
	If EdgeMaps is used on the workstation, a video graphics chip set with support for the following is required: • 64 MB video • OpenGL version 2.0 or higher, and Shader Model 3.0 or higher • DirectX 11 with Direct3D feature level 9_3 • DirectX 11 hardware rendering preferred
Recommended	2.2+ GHz dual core processor
	16 GB RAM
	256 GB+ hard drive
	Video adapter capable of 1280 x 1024 resolution
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution

	Windows 10 Pro/Ent
	1 Gb ethernet adapter
	Mouse
	Microsoft SQL Native Client
	Microsoft .NET Framework 4.7.2
	Microsoft Visual C++ 2015-2019 Redistributable
	If EdgeMaps is used on the workstation, a video graphics chip set with support for the following is required: • 256+ MB video memory • OpenGL version 2.0 or higher, and Shader Model 3.0 or higher • DirectX 11 with Direct3D feature level 9_3 • DirectX 11 hardware rendering preferred

Printers

DEVNET applications are compatible with most laser printers.

Receipt/Slip Printer

DEVNET applications can print receipts to either a laser printer or receipt printer. Receipt/slip printers compatible with the DEVNET applications must have a Windows driver that supports the printer's functions and paper type. If slip/check endorsement printing and/or cash drawers will be used, receipt/slip printer driver must support slip wait and cash drawer open via settings in the driver. DEVNET applications are compatible with Epson TM-U675 Receipt/Slip/Validation printer. DEVNET has also successfully worked with other Epson printers that use the EPSON Advanced Print Driver.

Barcode Reader

Barcode reader must read Code 39 and have the ability to add a prefix and suffix character (depending on the client barcode configuration). Additionally, the barcode reader must be configured to omit carriage return and line feed.

DEVNET recommends the Honeywell Voyager Series bar code reader.

Document Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN compliant driver.

DEVNET recommends Fujitsu scanners for use with its imaging applications. When imaging is used within DEVNET applications, one or more licenses of Lead Tools imaging toolkit are required. The Lead Tools software can be provided with the installation of DEVNET software applications.

Check Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN-compliant driver. DEVNET recommends the Epson Capture One and Epson TM-S2000 scanners.

End User Printing Support

Only printers with drivers support for a terminal server/Citrix environment should be used.
In some cases, other printers can be used; however, this can cause serious problems on the server.
The end user workstation and the server should be using driver version/type. As always, DEVNET recommends that the PostScript driver be used where possible.

DEVNET recommends using a consistent printer make and/or model to ensure that printable reports and forms are printed consistently across all end users. Using a universal driver for several models of a specific manufacture's printer models usually allows some choice in the printers while ensuring the printed output consistency.

Remote Scanning Support

Currently, Windows does not natively support TWAIN scanning.
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There are a number of third-party applications that provide this functionality; however, DEVNET has not tested any of these with DEVNET applications.

Scanned documents and camera photos saved on the end user workstation can be imported into the DEVNET system from an end user workstation drive mapped in the remote session.

Client understands that wEdge is only supported on certain web browsers, and that wEdge will not function for the county or its users unless they are using a supported web browser.

Supported Web Browsers:

DEVNET wEdge is supported on any web browser that fully implements the following features and tool sets:

- Google Chrome
- Firefox
- Microsoft Edge

It is the client's responsibility to have supported web browsers installed and operational on or before the commencement of work to be performed by DEVNET, Inc. pursuant to this agreement.

ARTICLE 5: Term

- 5.1 The initial term of this agreement shall be one (1) year from the date hereof subject to article 13;

ARTICLE 6: Price and Payment

- 6.1 The payment schedule set forth herein is priced over the following one year, payable quarterly, effective from the date of execution of this Agreement.

Year 01 (December 1, 2026-November 30, 2027): For services received by TAZEWEILL COUNTY under this Agreement during Year 01, TAZEWEILL COUNTY shall pay to DEVNET the sum of \$57,621.13, payable as follows:

Year 01	December 1, 2026	March 1, 2027	June 1, 2027	September 1, 2027
Property Tax Software License, Maintenance And Support	\$13,417.95	\$13,417.97	\$13,417.97	\$13,417.97
wEdge Software License, Maintenance And Support	\$987.31	\$987.32	\$987.32	\$987.32
Total	\$14,405.26	\$14,405.29	\$14,405.29	\$14,405.29

ARTICLE 7: Ownership; Limited License Granted

- 7.1 Except as provided in Article 7.2 below, no licenses are granted hereunder. In no event shall title to any software, equipment, or asset pass from DEVNET to TAZEWELL COUNTY, nor shall title to any TAZEWELL COUNTY Equipment or TAZEWELL COUNTY Software or asset pass from TAZEWELL COUNTY to DEVNET. DEVNET shall have exclusive ownership and property rights in the DEVNET Property Tax Software System, Documentation, Demonstration Program, DEVNET's TAZEWELL COUNTY Training Program, Data Screens, Interfaces and Marketing Literature.
- 7.2 DEVNET hereby grants TAZEWELL COUNTY a revocable, non-transferable, license to install, on the TAZEWELL COUNTY Equipment, and use solely for TAZEWELL COUNTY's internal business purposes, the compiled application programs of the DEVNET Property Tax Software System. Except as set forth herein, TAZEWELL COUNTY may not use, sublicense, distribute or dispose the licensed portion of the DEVNET Property Tax Software System, or any modified forms thereof, in any manner whatsoever. The license granted hereunder is subject further to the following additional conditions:
- i. The licensed software may not be installed on any equipment other than the TAZEWELL COUNTY Equipment;
 - ii. The TAZEWELL COUNTY Equipment shall be located at all times at the TAZEWELL COUNTY site; and
- TAZEWELL COUNTY will protect against the disclosure of the DEVNET Property Tax Software System in accordance with Article 8 below. The license granted under this Article 7.2 will be immediately revoked in the event the TAZEWELL COUNTY breaches any of these provisions. TAZEWELL COUNTY shall be allowed to make one or more copies of this software for the sole purpose of routine system backup and archival.
- 7.3 DEVNET shall own the copyright and have free and clear title to all Property Tax software developed pursuant to this Agreement, including all extensions thereof.

ARTICLE 8: Confidentiality and Nondisclosure

8.1 DEVNET and TAZEWELL COUNTY intend to disclose to each other information, which may include confidential information in connection with this Agreement. The term "Confidential Information" shall mean any information or data which is divulged by a Party to the other Party under or in contemplation of this Agreement and which:

- i. If in tangible form or other media that can be converted to readable form, is marked as proprietary, confidential or private when disclosed, or
- ii. If oral or visual, is identified as proprietary, confidential, or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.

Confidential Information may be either the property of the disclosing Party or information provided to the disclosing Party by a "corporate affiliate" of the disclosing Party or by a third party. For TAZEWELL COUNTY, "corporate affiliates" means governmental employees, agencies and bodies, and all persons or entities employed or otherwise engaged thereby, provided that persons or entities that are not governmental employees shall be required to execute appropriate nondisclosure agreements before obtaining access to DEVNET's Confidential Information.

8.2 The confidentiality and nondisclosure provisions set forth herein are intended to encompass the corporate affiliates of the Parties. Consequently, affiliates of either Party may disclose Confidential Information to the other Party or its affiliates, and affiliates of either Party may receive Confidential Information from the other Party or its affiliates. The terms "disclosing Party" and Receiving Party shall include affiliates of the Parties hereto with respect to Confidential Information disclosed or received by the affiliates. The rights and obligations of the Parties shall inure to the benefit of their respective corporate affiliates and may be directly enforced by such affiliates.

8.3 The receiving Party acknowledges value to the disclosing Party of all Confidential Information. With respect to Confidential information, the recipient shall:

- A. Use the Confidential Information only as required for this Agreement
- B. Restrict disclosure of the Confidential Information solely to those employees of such Party and its affiliates with a need to know and not dispose it to any other person or entity without the prior written consent of the disposing Party;
- C. Advise those employees who gain access to Confidential Information of their obligations with respect to the Confidential Information; and
- D. Make only the number of copies of the Confidential information necessary to disseminate the Information to those employees who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies.

For the purposes of this Article 8 only, "employees" includes third parties retained for temporary administrative, clerical or programming support. A need to know means that the employee requires the Confidential Information in order to perform his or her responsibilities in connection with this Agreement.

- 8.4 The obligations of Article 8.3 above shall not apply to any Confidential Information that the recipient can demonstrate:
- A. Is or becomes available to the public through no breach of this Agreement;
 - B. Was previously known by the recipient without any obligation to hold in confidence;
 - C. Is received from a third party free to disclose such information without restriction;
 - D. Is independently developed by the recipient without the use of Confidential Information of the disclosing Party;
 - E. Is approved for release by written authorization of the disposing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
 - F. Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
 - G. Is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that the recipient shall first notify divulging Party of the order and permit the disclosing Party to seek an appropriate protective order.
- 8.5 Except where otherwise required by law or court order, Confidential information, including permitted copies, shall be deemed the property of the disclosing Party. The recipient shall, within twenty (20) days of a written request by the disclosing Party, return all Confidential information, including all copies thereof, to the disposing Party or, if so directed by the disclosing Party, destroy all such Confidential information.
- 8.6 Both Parties agree that an impending or existing violation of any provision of this Agreement would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 8.7 All obligations undertaken respecting Confidential information provided hereunder shall survive any expiration or termination of this Agreement.

ARTICLE 9: Warranty

- 9.1 DEVNET warrants that the DEVNET Property Tax Software System, for the term of this agreement, when used under normal operating conditions, will function in material conformance with the Documentation. TAZEWELL COUNTY's initial remedy for any failure of the DEVNET Property Tax Software System to so function shall be to contact DEVNET and to have it remedy the failure to function. If DEVNET cannot so remedy that failure within a reasonable time, TAZEWELL COUNTY shall be permitted to secure its own reasonable remedy for that failure.
- 9.2 The warranties provided in this Agreement do not cover malfunctions or failure caused by:
- A. TAZEWELL COUNTY's modification or relocation of the TAZEWELL equipment or software, unless mutually agreed upon in writing prior to each such modification or relocation.
 - B. TAZEWELL COUNTY's or any third party's abuse, misuse or negligence;
 - C. Power failure or surges, lightning, fire, flood, accident, and other events outside DEVNET's reasonable control;
 - D. TAZEWELL COUNTY's failure to fulfill its contractual obligations set forth in this Agreement; and
 - E. Hardware, network or operating system failure.
- 9.3 Except for the warranties expressly set forth above in this Article 9, DEVNET makes no other warranties of any kind, express or implied, regarding the DEVNET Property Tax Software System, any component thereof, any work to be performed by DEVNET hereunder, or otherwise with respect to this Agreement, and all other warranties (including, but not limited to, any warranties of merchantability or fitness for a particular purpose) are expressly disclaimed and excluded, to the maximum extent permissible by applicable law.
- 9.4 TAZEWELL COUNTY expressly acknowledges that systems made available or accessible on or through the Internet or other public networks cannot be guaranteed to be totally secure and that no security measures are impenetrable. If, pursuant to this Agreement, TAZEWELL COUNTY is licensing or otherwise being provided by DEVNET with any program, product, or component that will be made available or accessible on or through the internet or any other public network (e.g., DEVNET'S "wEdge™" product), TAZEWELL COUNTY acknowledges that, as between the parties, TAZEWELL COUNTY (and not DEVNET) is solely and exclusively responsible for deploying, monitoring, and maintaining appropriate security measures, systems, and infrastructure (e.g., firewalls) that reasonably and appropriately protect, and prevent unauthorized access to, TAZEWELL COUNTY's systems, data, and other resources. Without limiting the provisions of Article 9.3, DEVNET expressly does not represent, warrant, or covenant that any such DEVNET-provided program, product, or component shall be available or accessible on a completely uninterrupted or error-free basis. DEVNET shall not have any obligation or liability with respect to:
- (I) Inaccuracies, errors, or omissions in data or information provided by third parties or that arise in the transmission of any data or information over the internet or other public networks; or
 - (II) Security breaches or incidents that result from causes not under the control of DEVNET.

ARTICLE 10: Indemnification

- 10.1 TAZEWELL COUNTY shall defend, indemnify and hold harmless DEVNET, its employees, directors, and shareholders against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of TAZEWELL COUNTY's negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. TAZEWELL COUNTY shall promptly notify DEVNET of any claim. TAZEWELL COUNTY shall fully cooperate with DEVNET in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.
- 10.2 DEVNET shall defend, indemnify and hold harmless TAZEWELL COUNTY, its employees and agents against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of DEVNET'S negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. DEVNET shall promptly notify TAZEWELL COUNTY of any claim. DEVNET shall cooperate fully with TAZEWELL COUNTY in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.
- 10.3 To the degree that TAZEWELL COUNTY provides software, databases and/or documentation to DEVNET under this Agreement or otherwise, TAZEWELL COUNTY warrants that it either owns or has the right to grant DEVNET the usage rights to such software set forth in this Agreement. TAZEWELL COUNTY shall indemnify and hold harmless DEVNET against and from all claims, demands, suits, actions, judgments, losses, damages and expenses (including reasonable attorneys fees) made against or incurred by DEVNET for infringement of any United States patent, copyright, or trade secret of any third party arising from or relating to the use of software supplied by TAZEWELL COUNTY pursuant to this Agreement. This indemnity and hold harmless obligation shall not apply, however, to the degree that the alleged infringement arises from or relates to modification of the software by DEVNET or by a third party retained by or under the control of DEVNET.
- 10.4 TAZEWELL COUNTY shall be solely responsible for insuring that the software development parameters provided to DEVNET by TAZEWELL COUNTY comply with all applicable laws, statutes and ordinances. TAZEWELL hereby agrees to indemnify and hold DEVNET, its employees, officers, directors and shareholders, harmless from any and all suits, claims, actions, causes of action, losses, damages or other matters that in any way arise from, in whole or in part, the failure or alleged failure of the DEVNET Property Tax Software System to conform to all applicable laws, statutes and ordinances.

ARTICLE 11: Changes

- 11.1 DEVNET shall not perform any service or provide any deliverables not specified herein or act upon any request for additions, deletions and/or changes (hereinafter "Changes") not specified in this Agreement or amendment thereto without the prior written consent of TAZEWELL COUNTY. Such written consent will be in the form of a Change Control Document. The costs for said services shall be mutually agreed upon prior to the commencement of any such work or provision of any such deliverables. This paragraph is subject to Paragraph 16.1: Notices.

ARTICLE 12: Force Majeure

- 12.1 DEVNET shall not be liable in any way for any delay, failure, losses, damages or expenses due to any of the following: any cause beyond DEVNET's reasonable control, including but not limited to, fires, floods, epidemics, quarantine restrictions, unusually severe weather, manufacturer's delays, strikes, embargoes, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of Civil or military authorities, acts of nature, acts of public enemies, acts or omissions of carriers or any court order connected with the Modification of Final Judgment, which may delay, hinder, or prevent performance under this Agreement; provided that DEVNET has exercised reasonable measures, if feasible, to mitigate such delay or failure.

ARTICLE 13: Termination

- 13.1 If either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement, then the other Party may serve upon the Defaulting Party a Notice to Cure said neglect, failure or refusal to perform. The notice to cure shall specify the alleged neglect, failure, or refusal and shall be served as provided for service of notices in paragraph 15.1 herein. If, within fifteen (15) days of the date of service of such notice, the Defaulting Party has not fully cured all the items indicated therein, or presented a plan acceptable to the other Party to cure such items, then upon expiration of said fifteen (15) days, the other Party may, at its option, elect to serve a Notice of Termination as provided in paragraph 13.2 herein below.
- 13.2 In addition to termination pursuant to Article 5, if either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement within thirty (30) days of service of the Notice to Cure provided in paragraph 13.1 hereinabove, then the other Party may serve upon the Defaulting Party notice of its intention to terminate this Agreement. The notice of termination shall specify the alleged neglect, failure, or refusal and shall be served by registered mail. If, within thirty (30) days of the date of service of such notice, the Defaulting Party has not fully cured all the Defaults indicated therein, or presented a plan acceptable to the other Party to cure such Defaults, then upon expiration of said thirty (30) days, the other Party may, at its option, elect to terminate this Agreement by providing the Defaulting Party a second written notice. This paragraph is subject to Paragraph 16.1: Notices.
- 13.3 The right of either Party to terminate this Agreement shall not be affected by its failure to take action with respect to any previous Default.

ARTICLE 14: Cooperative Purchasing

- 14.1 The provisions of this Contract will be extended to other municipal, county or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Vendor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless Tazewell County, Illinois from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance required. The Vendor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. Tazewell County, Illinois makes no guarantee of usage by other users of this Contract.

ARTICLE 15: Assignment

- 15.1 This Agreement is not assignable by either Party without the written consent of the other, which consent shall not be unreasonably withheld.

ARTICLE 16: Miscellaneous

16.1 Notices

Except as otherwise provided for herein, any notice, communication or demand which under the terms of this Agreement or under any statute must or may be given or made by either Party to the other shall be in writing and shall reference this Agreement. Such notice shall be conveyed by personal delivery, facsimile during business hours with hard copy to follow within 24 hours, or certified, express, overnight or other mail service which provides proof of receipt, addressed to the respective Parties at the following addresses:

To DEVNET: DEVNET, Inc.
2254 Oakland Drive
Sycamore, Illinois 60178
Facsimile: (815) 899-0020

To TAZEWELL
County: TAZEWELL County Courthouse
651 Jackson Avenue
Charleston, IL 61920

The date upon which such notice is so personally delivered, or, if the notice is given by said mail service or facsimile the date which it is received by the addressee, shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

16.2 Independent Contractor

DEVNET and TAZEWELL COUNTY are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed so as to constitute DEVNET and TAZEWELL COUNTY as partners or joint venturers, or as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein. DEVNET certifies that it has purchased standard business insurance.

- 16.3 **Hyperinflation**
In the event of unusual and significant changes in the cost of providing software licenses per the terms of this Agreement during a given year due to hyperinflationary circumstances, the Parties may agree in writing to adjust the pricing schedule more frequently than the term listed in this Agreement. Additionally, DEVNET reserves the right to terminate this Agreement as a result of hyperinflation upon written notice to Tazewell County, without liability or penalty, in which event DEVNET shall refund to Tazewell County, on prorated basis, any fees prepaid by Tazewell County for the use of the DEVNET Property Tax Software System, or for Software Maintenance and/or Software Support, for the period of time remaining in the then-current term.
- 16.4 **Governing Law**
This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.
- 16.5 **Publicity**
Neither Party may, without the other Party's prior written consent, publish or otherwise use advertising, sales promotion materials, press releases or other publicity materials naming the DEVNET Property Tax Software System except as otherwise set forth herein, or other matters under this Agreement where the names, marks or services of the other Party are mentioned or used.
- 16.6 **Order of Precedence**
In the event of a conflict between the terms and conditions contained in the body of this Agreement and those contained in an attachment to this Agreement, the terms and conditions set forth in the body of this Agreement shall take precedence.
- 16.7 **Severability**
If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 16.8 **Non-Waiver**
Failure of either Party to insist in any instance upon strict performance by the other Party of any of the provisions of this Agreement shall not be construed or deemed to be a waiver of such provision, or any other provision hereof.
- 16.9 **Exclusive Remedies**
The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies, both in contract and in tort, for each other's breach of this Agreement.
- 16.10 **Compliance with Laws**
Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of Illinois, and any other State, Federal or Local agency or unit of government that may legally control or direct the actions of either party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein.
- 16.11 **Binding Effect**
This Agreement shall be binding on each Party's successors and assigns, upon signature.

16.12 **Approvals**

This Agreement shall not be binding upon DEVNET until it is approved and signed by the DEVNET official authorized to sign this Agreement and all county officials and officers required by statute or ordinance to execute it.

16.13 **Survival**

The provisions of paragraphs 7.2, 7.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 10.1 and 10.2 shall survive the term of this Agreement, whether said termination is for cause or by expiration of time.

ARTICLE 17: Entire Agreement

- 17.1 This Agreement, including the Amendments attached hereto, if any, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, documents and all other communications between the Parties, both oral and written. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any form document, such as a purchase order, submitted by either Party to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first set forth above.

TAZEWELL COUNTY

By: _____
John C. Akerman
TAZEWELL COUNTY, County Clerk

By: _____
Hannah Clark
TAZEWELL COUNTY, County Treasurer

By: _____
Brett Grimm
TAZEWELL COUNTY, County Board Chairman

By: _____
Nicole Jones
TAZEWELL COUNTY, Supervisor of Assessments

DEVNET, INC.

By: _____
Michael J. Gentry, President

REAPPOINTMENT

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Monica Whetstone, who is employed by Caterpillar, 100 N.E. Adams Street, Peoria, Illinois to the East Peoria Drainage and Levee District for a term commencing September 2, 2026 and expiring September 4, 2029.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Monica Whetstone to the East Peoria Drainage and Levee District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Monica Whetstone to the East Peoria Drainage and Levee District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney James D. Bradshaw, LLC, 601 Margaret Street, Pekin, Illinois 61554 of this action.

PASSED THIS 30th DAY of SEPTEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Marcus Camp, who is employed by Ameren Illinois Company, 300 Liberty Street, Peoria, IL to the East Peoria Drainage and Levee District for a term commencing September 2, 2026 and expiring September 04, 2029.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Marcus Camp to the East Peoria Drainage and Levee District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Marcus Camp to the East Peoria Drainage and Levee District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney James Bradshaw of this action.

PASSED THIS 30th DAY OF SEPTEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby appoint Stacey Melloy, 2002 Alhambra Court, Pekin, IL to the Tazewell County Board of Health for a term commencing October 01, 2026 and expiring June 30, 2028.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Stacey Melloy to the Tazewell County Board of Health and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Stacey Melloy to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 30th DAY OF SEPTEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Wayne Deppert of 15151 Christmas Tree Road, Green Valley, IL to the Imperial Valley Water Authority for a term commencing November 01, 2026 and expiring October 31, 2029.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Wayne Deppert to the Imperial Valley Water Authority and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Wayne Deppert to the Imperial Valley Water Authority.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Mark McGrath of this action.

PASSED THIS 30th DAY OF SEPTEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby appoint Chris Valentine of the Powerton Power Plant, 13082 E. Manito Road, Pekin, IL 61554 to the Powerton Fire Protection District for a term commencing September 10, 2026 and expiring May 07, 2029.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Chris Valentine to the Powerton Fire Protection District and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Chris Valentine to the Powerton Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Bagley and Miller Law Office of this action.

PASSED THIS 30th DAY OF SEPTEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Dennis Hallstein of PO Box 776, Minier, IL to the West Fork Drainage District for a term commencing September 02, 2026 and expiring September 04, 2029.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Dennis Hallstein to the West Fork Drainage District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Dennis Hallstein to the West Fork Drainage District.

The County Clerk shall notify the County Board Office and the County Board Office will notify W. Thad Kuhfuss, Kuhfuss & Proehl PC, 342 Elizabeth Street, Pekin, IL 61554 of this action.

PASSED THIS 30th DAY OF SEPTEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Raymond Woodrow of 4794 Towerline Road, Green Valley, IL to the Union Drainage District No. 1 for a term commencing September 02, 2026 and expiring September 04, 2029.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Raymond Woodrow to the Union Drainage District No. 1 and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Raymond Woodrow to the Union Drainage District No. 1.

The County Clerk shall notify the County Board Office and the County Board Office will notify W. Thad Kuhfuss, Atty., 342 Elizabeth St., Pekin, IL 61554 of this action.

PASSED THIS 30th DAY OF SEPTEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman