PEORIA COUNTY BOARD
MEETING AGENDA
Thursday, May 12, 2022
6:00 PM
County Courthouse • 324 Main Street • County Board Room 403 • Peoria, Illinois 61602
Voice: (309) 672-6056 • Fax: (309) 672-6054 • TDD: (309) 672-6073
www.peoriacounty.gov

CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
ROLL CALL BY THE COUNTY CLERK

I. APPROVAL OF MINUTES
   • Approval of April 14, 2022 County Board Meeting Minutes

II. PROCLAMATIONS & PRESENTATIONS
   • A presentation of the Illinois Sheriff’s Association Scholarship Award
   • A proclamation recognizing April and May 2022 as “Gerald M. Brookhart Arts in Education Spring Celebration” months

III. CITIZENS’ REMARKS
   • Individuals wishing to give public comment are asked to fill out a form upon arrival at the board meeting. Five minutes is allocated per person wishing to speak, with a maximum allotted time of 30 minutes. Members of the public should observe social distancing as they are able.
   • Peoria County Board meetings are livestreamed and may be watched remotely. Comments on these platforms will not be added to the record.
     • Facebook: https://www.facebook.com/peoriacountygov
     • YouTube: https://www.youtube.com/channel/UC-qaAdj6tz1xqi3odzEoMIQ

IV. CONSENT AGENDA (including reports to be filed)
   C1. The Treasurer report consisting of the Bank and CD’s Portfolio for the month of March 2022 and Revenue & Expenditure Reports for the month of February 2022.

   C2. The Auditor’s report of expenditures from Accounts Payable system is accessible at www.peoriacounty.org/auditor/transparency.

   C3. A resolution from your Executive Committee recommending approval of an Intergovernmental Agreement between the City of Peoria, the County of Peoria, and the Peoria County Board of Health establishing the Peoria Health Equity Fund.
C4. A resolution from your County Operations Committee recommending acceptance of grant monies in the amount of $10,000.00 awarded from Petco Love for animal lifesaving efforts, and appropriation of those funds into the PCAPS Fund.

C5. A resolution from your County Operations Committee recommending acceptance of grant monies in the amount of $5,000.00 awarded from Community Foundation of Central Illinois for new vaccine protocols, and appropriation of those funds into the PCAPS Fund.

C6. A resolution from your Infrastructure Committee recommending approval of a Preliminary Engineering Services Agreement with Mohr & Kerr Engineering & Land Surveying, P.C., Peoria, IL for the provision of various Land Surveying Services.

C7. A resolution from your Infrastructure Committee recommending approval of a financial commitment by Peoria County of Local Funds to match any Federal Surface Transportation Block Grant funds received for the reconstruction of Sheridan Road between Glen Avenue and Northmoor Road.

C8. A resolution from your Infrastructure Committee recommending approval of an Intergovernmental Agreement between the City of Peoria and County of Peoria for the County of Peoria to perform inspections of highway structures within the City of Peoria.

C9. A resolution from your Infrastructure Committee recommending approval of an appropriation from the Motor Fuel Tax Fund in the amount of $250,000.00 for the repair, replacement, and installation of guardrails on various Peoria County Highways.

C10. A resolution from your Infrastructure Committee recommending approval of an appropriation from the Motor Fuel Tax Fund in the amount of $1,000,000.00 for pavement resurfacing, shoulder repair, and other related work on Cedar Hills Drive.

C11. A resolution from your Infrastructure Committee recommending approval of a contract with Johnson Controls for the Peoria County Courthouse Fire Alarm Inspection, for a term beginning May 1, 2022 and expiring April 30, 2027.

C12. A resolution from your Infrastructure Committee recommending approval for Environmental Control Solutions, Inc. (ECSI) to implement the Peoria County Jail 2022 Competitive Large Incentive Project (CLIP).

C13. Chairman Appointments.
V. ZONING ORDINANCE AND RESOLUTIONS

1. Case #ZBA-2022-000023, Petition of Nate’s Awesome, LLC – JFH Nursery Series. A Special Use request from Section 20-5.2.2.2.b of the Unified Development Ordinance. This section allows for a special use for private airports, landing fields and heliports, provided that the location and layout plan have been approved by the Department of Aeronautics of Illinois or the Federal Aviation Administration (F.A.A.), and if within its jurisdiction, the Metropolitan Airport Authority of Peoria. The petitioner proposes to construct a Restricted Landing Area in the “A-2” Agricultural Zoning District. The parcels are located in Kickapoo Township. The Zoning Board of Appeals recommends approval with restriction. The Land Use Committee concurs.

2. A joint resolution from your County Operations Committee and your Finance, Audit, and Legislative Affairs Committee recommending approval of a budget amendment related to Pandemic Premium Pay appropriating an amount not to exceed $442,000.00 from the ARPA Fund Balance into the General Fund. (Pending County Operations Committee Approval)

3. A resolution from your County Operations Committee recommending approval of setting the salaries of Elected Officials (County Clerk, County Treasurer, County Sheriff) serving a term from December 1, 2022 through November 30, 2026; and (County Board Members, County Board Committee Chairperson, and County Board Chairman) serving a term starting the first Monday in December 2022.

4. A resolution from your County Health Committee recommending adoption of a County Board statement of policy that it is in the best interests of the County of Peoria to construct a new Health and Human Services (HHS) Campus on the property currently occupied by the City/County Health Department in the 2100 block of North Sheridan Road.

5. SUSPENSION OF RULES


VI. MISCELLANEOUS AND ANNOUNCEMENTS

VII. ADJOURNMENT
CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
ROLL CALL BY THE COUNTY CLERK

Attendance was taken with the Roll Call-Pro voting system, and the following members of the Board were present: Members Blair, Bryant (Via teleconference), Daley, Dillon, Duncan, Elsasser, Fennell (Via teleconference), Groves Allison, Pastucha, Rand, Reliford (Via teleconference), Reneau, Rieker, Rosenbohm, Watkins, Williams, and Windish, with Member Salzer absent.

I. APPROVAL OF MINUTES
   • Approval of March 10, 2022 County Board Meeting Minutes

   Member Elsasser moved for approval of the minutes and Member Daley seconded. The minutes were approved by a unanimous roll call vote of 17 ayes.

II. PROCLAMATIONS & PRESENTATIONS
   • A Proclamation recognizing Brimfield High School Girls Basketball Team as the 2021-2022 IHSA Class 1A State Champions.
   • A Proclamation recognizing May 1-7, 2022 as “National Correctional Officers Recognition Week”
   • A proclamation recognizing May 15-21, 2022 as “National Police Week”
   • A proclamation recognizing the Peoria Humane Society for their generous fundraising efforts and continued support of PCAPS animal shelter
   • A proclamation recognizing April and May 2022 as “Gerald M. Brookhart Arts in Education Spring Celebration” months

   Deputy Clerk Sherri Ernst announced that the proclamation would be deferred to a future meeting.

   • A Proclamation recognizing April 11-15, 2021 as “National Work Zone Awareness Week”
   • A proclamation recognizing April as National County Government Month
III. **CITIZENS' REMARKS**

There were no citizens’ remarks.

IV. **CONSENT AGENDA (including reports to be filed)**

C1. The Treasurer report consisting of the Bank and CD's Portfolio for the month of February 2022 and Revenue & Expenditure Reports for the month of January 2022.


C3. A resolution (items 1,2 – conveyances) from the County Administrator and Chairman of the Ways and Means Committee recommending that the County Board Chairman be authorized and directed to execute deeds of said property to the highest bidder, and be authorized to cancel the appropriate Certificates of Purchase. This resolution shall be effective ninety days from April 14, 2022, and any transaction between the parties involved not occurring within this period shall be null and void. *(Poll Vote per Rules of Order, Article V, Section 18C)*

C4. A resolution from your Executive Committee recommending approval of amendments to the County Administrator Employment Agreement.

C5. A joint resolution from your Finance, Audit and Legislative Affairs Committee and your County Health Committee recommending approval of FY2022 Appropriations of $1,040,620.00 in expenditures and $1,257,285.00 in revenues in the Peoria City/County Health Department budget for COVID-19 related grants.

C6. A resolution from your Finance, Audit, and Legislative Affairs Committee recommending approval of an appropriation in the FY2022 budget of 2021 encumbrance rollovers and rollover appropriations in the amount of $2,811,621.00.

C7. A resolution from your Finance, Audit, and Legislative Affairs Committee recommending approval of amendments to Tax-Exempt Revenue Bonds, Series 2012 (Goodwill Industries of Central Illinois, Inc. project).

C8. Chairman Appointments.

Member Blair moved to approve the Consent Agenda and Member Williams seconded. The Consent Agenda was approved by a unanimous roll call vote of 17 ayes.

V. **ZONING ORDINANCE AND RESOLUTIONS**

1. Case #ZBA-2022-000017, Petition of Kathleen L. Clark. A Special Use request from Section 20-5.5.2.2.c of the Unified Development Ordinance. This section allows for Overnight Accommodations, provided that they meet the requirements set forth in Section 7.8 (Overnight Accommodations) and provided that no more than 5 rooms or suites of rooms are rented; and rooms are not rented for a period of more than 14 days. The petitioner proposes to provide overnight accommodations on a short-term rental basis through the website Airbnb. The parcel is located in Limestone Township. The Zoning Board of Appeals recommends approval with
restrictions. The Land Use Committee concurs.

Member Dillon moved to approve the ordinance and Member Blair seconded. Member Pastucha questioned whether there were any objections to the case. Member Dillon reported there was a petition with fourteen signatures and one neighbor who objected in person. He commented that the property is located near the airport. The ordinance passed by a roll call vote of 15 ayes and 2 nays, with Members Daley and Williams voting nay.

2. SUSPENSION OF RULES

Jennie Cordis Boswell, Assistant State's Attorney, detailed that to consider the next item, which did not come through a committee, the Board must suspend the rules. Member Pastucha moved to suspend the rules and Member Reneau seconded. The motion passed by a roll call vote of 16 ayes and 1 nay, with Member Windish voting nay.


Member Pastucha moved to approve the resolution and Member Reneau seconded. The resolution passed by a roll call vote of 13 ayes and 4 nays, with Members Elsasser, Reliford, Rosenbohm, and Windish voting nay.

VI. MISCELLANEOUS AND ANNOUNCEMENTS

Member Duncan extended condolences to Rachael Parker, County Clerk, for the loss of her niece.

Member Blair expressed she was happy to see PCAPS and the Peoria Humane Society in attendance. She reminded everyone to check their fences and gates before letting out their dogs, especially with windy weather conditions.

Member Elsasser recognized Travis Weaver, candidate for State Representative. He remarked that he hopes whoever is elected to the position will listen to the needs of Peoria County.

Chairman Rand recognized Daniel Phelan, candidate for County Board District 9.

VII. ADJOURNMENT

There being no further business before the Board, the Chairman announced the meeting was adjourned.
PROCLAMATION

WHEREAS, the Peoria County Regional Office of Education is committed to the establishment and continuation of programs in the schools which provide the opportunity for academic excellence in students; and

WHEREAS, the Peoria County Regional Office of Education supports the development and promotion of programs in the fine arts and applied arts; and

WHEREAS, the Gerald M. Brookhart Arts in Education Spring Celebration is a harbinger of spring and now includes over 12,000 students from at least 100 schools from seven Central Illinois counties: Peoria, Tazewell, Woodford, Fulton, Marshall, Henry, and McLean; and

WHEREAS, this year’s Gerald M. Brookhart Arts in Education Spring Celebration is the 36th annual event of celebrating the arts in Central Illinois; and

WHEREAS, the 2022 Gerald M. Brookhart Arts in Education Spring Celebration will take place from Monday, April 11 through Friday, May 13, 2022, with the in-person celebration taking place at the Peoria County Courthouse Plaza on Wednesday, April 20.

NOW THEREFORE I, Andrew A. Rand, Chairman of the Peoria County Board, on behalf of the County Board, do hereby proclaim the months of April and May 2022 as Gerald M. Brookhart Arts in Education Spring Celebration Months.

Dated this 12th day of May, A.D., 2022

Andrew A. Rand
PEORIA COUNTY BOARD CHAIRMAN

Rachael Parker
PEORIA COUNTY CLERK
# County of Peoria, Illinois
## Bank Account Portfolio
### As of March 31, 2022

<table>
<thead>
<tr>
<th>Account Name</th>
<th>Account Balance</th>
<th>Variance</th>
<th>Interest</th>
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<td></td>
<td>Current Month</td>
<td>Prior Month</td>
<td>Amount</td>
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<td>Payroll</td>
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<td>Juror’s Payroll</td>
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<td>County Collector</td>
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<td>2,514,696</td>
<td>181,968</td>
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<td>Operating</td>
<td>15,974,658</td>
<td>13,987,150</td>
<td>1,987,508</td>
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<td>Peoria County Forfeiture - State</td>
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<td>414,110</td>
<td>6,508</td>
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<td>Peoria County Forfeiture - Federal</td>
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<td>5,036,086</td>
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<td>Trust &amp; Condemnation</td>
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<td>37,480</td>
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<td>8,692,841</td>
<td>889,388</td>
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<td>534,036</td>
<td>534,032</td>
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<td>Rural Transportation</td>
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**Total Accounts at Illinois National Bank**
38,233,193 | 34,483,619 | 3,749,374 | 10.87% | 6,987 |  

### Accounts at Morton Community Bank

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<th>Account Name</th>
<th>Account Balance</th>
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<th>Interest</th>
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<td>Operating - Investment</td>
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<td>County Motor Fuel - Investment</td>
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<td>4,321,954</td>
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<td>ARPA</td>
<td>17,413,155</td>
<td>17,410,465</td>
<td>2,690</td>
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**Total Accounts at Morton Community Bank**
63,972,879 | 64,207,650 | -234,771 | -0.37% | 11,350 |  

### Accounts at Commerce Bank

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<th>Account Name</th>
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<td>5,141,173</td>
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**-0- Balance Accounts**

**Account Closed and moved to INB**

Notes:
- C = Clearing Account Only
- S = Sweep Account
- D = Disbursed via Court Orders
- N/A = Current month information not yet rec’d
- M = Money Market Account
- ICS = Insured Cash Sweep
- MI = Mixed Investment Acct
- SPF = Snow Public Funds
County of Peoria, Illinois  
Certificate of Deposit Portfolio  
As of March 31, 2022

<table>
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<tr>
<th>Bank</th>
<th>Fund Description</th>
<th>Investment Amount</th>
<th>Purchased Date</th>
<th>Maturity Date</th>
<th>Term (Months)</th>
<th>Interest Rate</th>
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<td>Morton Community Bank</td>
<td>030 Employee Health Fund</td>
<td>400,000</td>
<td>1/5/22</td>
<td>1/5/23</td>
<td>12</td>
<td>0.47%</td>
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<td>400,000</td>
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<td>Commerce Bank</td>
<td>081 County Health-TB Fund</td>
<td>202,913</td>
<td>2/25/22</td>
<td>2/23/23</td>
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<td>Total for Bank</td>
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<td>202,913</td>
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<td>Princeville State Bank</td>
<td>030 Employee Health Fund</td>
<td>400,000</td>
<td>7/1/21</td>
<td>7/1/22</td>
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<td>7/1/21</td>
<td>7/1/22</td>
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<td>0.25%</td>
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<td>030 Employee Health Fund</td>
<td>1,000,000</td>
<td>8/13/21</td>
<td>2/13/23</td>
<td>18</td>
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<td>Integrity Bank : Bank of Farmington</td>
<td>030 Employee Health Fund</td>
<td>1,000,000</td>
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<td>Recap by Fund:</td>
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<td>Total Certificate of Deposits</td>
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<td>YEAR TO DATE RECEIPTS</td>
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<td>993,700.00</td>
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**TIME:** 12:18:17  
**EXPIRATION:**

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**ACCOUNTING PERIOD:** 2/22  
**SORTED BY:** FUND TYPE, 2ND SUBTOTAL  
**TOTAL ON:** FUND TYPE  
**PAGE BREAKS ON:** FUND TYPE  
**FUND TYPE - 2 SPECIAL REVENUE**

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### Revenue Status Report

**Selection Criteria:** All  
**Accounting Period:** 2/22  

**Sorted By:** Fund Type, 2nd Subtotal  
**Totaled On:** Fund Type  
**Page Breaks On:** Fund Type  

**Fund Type:** DEBT SERVICE

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**Peoria County, IL**

**Date:** 04/19/2022  
**Time:** 12:15:38
DATE: 04/19/2022  
TIME: 12:18:17  

SELECTION CRITERIA: ALL  
ACCOUNTING PERIOD: 2/22  

SORTED BY: FUND TYPE, 2ND SUBTOTAL  
TOTALED ON: FUND TYPE  
PAGE BREAKS ON: FUND TYPE  

FUND TYPE-3 DEBT SERVICE  

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PEORIA COUNTY, IL
EXPENDITURE STATUS REPORT

DATE: 04/19/2022
TIME: 12:18:17

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 2/22

SORTED BY: FUND TYPE, 2ND SUBTOTAL
TOTALED ON: FUND TYPE
PAGE BREAKS ON: FUND TYPE

FUND TYPE-4 CAPITAL PROJECTS

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###PEORIA COUNTY, IL EXPENDITURE STATUS REPORT

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AGENDA BRIEFING

COMMITTEE: Executive Committee
MEETING DATE: April 26, 2022

LINE ITEM: 
AMOUNT: 

ISSUE:
For RESOLUTION: Intergovernmental Agreement to Establish the Public Health Equity Fund

BACKGROUND/DISCUSSION:
In 2021, the Peoria County Board and the Peoria City Council approved allocating American Recovery Plan Act (ARPA) funding towards addressing health inequities within our communities. Specifically, each government has appropriated $600,000 in their current fiscal year budgets and has committed to making the same investment in 2023, 2024, and 2025. With the establishment of the Public Health Equity Fund (PHEF), shared funding from both the County and City allows for intentional investment in improving social determinants of health using evidenced-based approaches.

The Agreement establishes the creation of the PHEF to support sustained and integrated improvements using evidence-based practices, agreement on criteria for eligible grant opportunities that are eligible within the Department of Treasury’s guidance and support the Health Department’s role in providing administrative oversite of the PHEF.

The Health Department will administer the Fund. Decision on funding will be based on input and review from the Joint Commission on Racial Justice and Equity created in 2021 by Intergovernmental Agreement between the City of Peoria and the County of Peoria.

County Administration, the Health Department, and the City Manager’s Office have reviewed the purpose and intent of the Fund against the Final Rule published by the US Treasury for use of American Rescue Plan Act (ARPA) dollars, and the approval of this Agreement, the creation of the Fund, and the intended use of ARPA dollars for the intended purposes is compliant with the Final Rule.

COUNTY BOARD GOALS:

STAFF RECOMMENDATION:

COMMITTEE ACTION:

Approved 4/26/22 (13-0 votes) Ms. Reliford, Mr. Rosenbohm, Mr. Salzer voted aye via teleconference; Ms. Daley absent for vote; Ms. Pastucha absent

PREPARED BY: Scott A. Sorrel and Monica Hendrickson
DEPARTMENT: County Administration / Health Department
DATE: April 11, 2022
AN INTERGOVERNMENTAL AGREEMENT CREATING THE PEORIA HEALTH EQUITY FUND

THIS AGREEMENT, is entered into as of the 12th day of May, 2022 by and between the City of Peoria, Illinois, a municipal corporation (hereinafter referred to as the "City"), the County of Peoria, a body politic incorporated (hereinafter referred to as the "County") and the Peoria County Board of Health by and through the Peoria City/County Health Department (herein referred to as the “Health Department”).

WHEREAS, the City and the County are recipients of funds from the United States Department of the Treasury (hereinafter referred to as the “Treasury”), as administrator of the American Rescue Plan Act of 2021 (hereinafter referred to as “ARPA”) funds; and

WHEREAS, the City, County, and Health Department agree that social determinants of public health exist; and

WHEREAS, the social determinants of public health are equity-based issues of that include, but are not limited to: education access and quality, health care access and quality, neighborhood and build environment, social and community context, and economic stability; and

WHEREAS, the City and County have created the Joint Commission on Racial Justice and Equity to study, solicit community input, and develop strategic plans for how best to first reduce and then eliminate the social determinants of public health from the community; and

WHEREAS, the City, County, and Health Department, after reviewing the final guidance published by the Treasury, have determined that funding activities associated with eliminating the social determinants of public health are eligible expenditures under the Treasury guidance; and

WHEREAS, the City, County, and Health Department have determined the most effective way to fund these activities is to create a Peoria Health Equity Fund (hereinafter referred to as the “Fund”); and

WHEREAS, the City, County, and Health Department have determined supporting activities by the Fund should be grounded in evidence-based practices and is the best way to support sustained and integrated improvements in public health outcomes; and

WHEREAS, the City, County, and Health Department are authorized by the terms and provisions of Article VII, Section 10, of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements, ventures, and understandings, and are therefore authorized to enter into this Agreement.
NOW, THEREFORE, in consideration of the premises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

I. THE PARTIES.

In this Agreement, each of the following shall be a “Party”, and collectively shall be the “Parties”:

A. The City of Peoria, a municipal corporation (hereinafter "City"),
B. The County of Peoria, a body politic incorporate (hereinafter "County"),
C. The Peoria County Board of Health (hereinafter “Health Department”)

II. SCOPE OF SERVICES.

The Parties agree that the following activities shall be the scope of services covered by this Agreement and eligible for distribution from the Fund:

A. **Activity 1:** The City, County and Health Department mutually agree to establish the Peoria Health Equity Fund (the Fund). The Fund’s purpose is to support sustained and integrated improvements in public health outcomes and the social determinants of public health through grantmaking opportunities to a wide variety of programs provided by community partners and service providers using evidence-based practices.

B. **Activity 2:** The City, County, and Health Department mutually agree to establish criteria on eligible grant opportunities that align with eligible funding as defined by the Treasury’s final rule on the use of ARPA funds. The criteria shall include, but not be limited to: range of annual funding, eligible populations served, types of programming, scoring metrics, and baseline outcome reporting.

C. **Activity 3:** The Health Department shall provide administrative oversight of the Fund, including coordination with grantees; reporting to both Peoria County Board and Peoria City Council; and providing reporting for Treasury requirements.

III. GENERAL ADMINISTRATION.

In accordance with Activity 3, above, the Health Department shall provide all general administrative services in the execution of this Agreement. These include program supervision, accounting, and other supportive services.

A. National Objective: All activities funded with ARPA funds must meet any of the following:
1. Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control.

2. Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs.


4. Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic.

B. Subcategories Within Public Health and Negative Economic Impacts. The Treasury’s final rule establishes three (3) subcategories within the public health and negative economic impacts of the pandemic. They are as follows herein. This Agreement and the Fund shall primarily focus on the third subcategory.

1. Public health efforts to slow the spread the disease.

2. Support a strong economic recovery.

3. Addressing the disparities in health and economic outcomes in underserved communities.

C. Final Rule Capital Expenditure Clarification. The Treasury’s final rule establishes when and how ARPA funds may be used for capital expenditures. The final rule also broadens the scope of responses for households and communities that are “impacted” or “disproportionately impacted” to include certain community development and neighborhood revitalization.

IV. TERM.

The term of this Agreement shall commence upon adoption by all the Parties and shall expire on the later of either of the following:

A. All monies appropriated into the Fund by the City and County have been exhausted with all reporting requirements to the Treasury have been satisfied; or

B. January 1, 2027.

V. FUND FINANCIALS.

A. FY2022 Appropriation. In their Fiscal Year 2022, the City and County have both appropriated Six Hundred Thousand Dollars ($600,000) of their ARPA allocation for the purposes of this Agreement and the Fund.
B. Future Fiscal Year Appropriations. By virtue of this Agreement, the City and County mutually agree and commit to both appropriate a minimum of Six Hundred Thousand Dollars ($600,000) of their ARPA allocation in their Fiscal Years 2023, 2024, and 2025 into the Fund.

C. Fund Expenditures. In accordance with the Treasury’s final rule, the Health Department, by virtue of and under the terms of this Agreement, agrees to expend the entire appropriation prior to the expiration of this Agreement.

D. Financial Management. The Health Department agrees to have financial management systems that meet the standards of 2 CFR Part 200.

E. Audit and Inspection of Records.

1. Financial Auditing of the Fund shall be covered by the County’s Schedule of Expenditures of Federal Awards (the Single Audit), annually.

2. At any time, the City or County may request an audit of the Health Department’s records with respect to any matters covered by this Agreement, and the Health Department shall make available.

VI. FUND ADMINISTRATION.

A. Records to be Maintained. The Health Department shall maintain all records required by Federal regulations, specified in 24 CFR Part 570, that are pertinent to the project and the eligible costs to be funded under this Agreement. Such records shall include, but not be limited to:

1. Records providing a full description of the project.

2. Records required to document the eligibility of costs.

3. Records required to document the eligibility of activities.

4. Records demonstrating that the project meets the property standards of the County, City, State and Federal requirements.

B. Records Retention. The Health Department shall retain all records pertinent to expenditures and activities under this Agreement for a period of five (5) years after the expiration of the. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until the completion of the action and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
VII. GENERAL CONDITIONS.

A. Amendments. This Agreement may be amended subject to the ratification by the City Council, County Board, and Board of Health.

B. Conflict of Interest. The Health Department understands and agrees that no person, who is an employee, agent, consultant, or officer of the Health Department may obtain an interest, financial or otherwise, or benefit from a ARPA assisted activity or have any interest in any contract, subcontract, or agreement with respect to any ARPA assisted activity pursuant to 24 CFR 570.611. This prohibition applies to employees, agents, consultants, or officers of the Health Department or those with whom they have family or business ties during their entire employment/business relationship with the Health Department and for one (1) year after the expiration of their employment/business relationship with the Health Department.

C. Nondiscrimination. The Health Department will not discriminate against anyone because of race, color, creed, religion, sexual orientation, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to both grantees and persons that will be served by a program or service provided by a grantee. Health Department will take affirmative action to ensure that all practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Health Department agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

D. Religious Organization. The Health Department agrees that the Fund provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR Part 570.200.

E. Severability. If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
VIII. **NOTICES.**

Notices shall be in writing and shall be served (a) by personal delivery; or by certified mail, return receipt requested to the following:

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</tr>
<tr>
<td>City Hall</td>
<td>Peoria City/County Health Department</td>
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<tr>
<td>419 Fulton Street, Suite 203</td>
<td>2116 Sheridan Road</td>
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<td>Peoria, IL 61602</td>
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**CITY OF PEORIA, ILLINOIS**

By: __________________________

City Manager

**COUNTY OF PEORIA, ILLINOIS**

By: __________________________

County Administrator

**PEORIA COUNTY BOARD OF HEALTH**

By: __________________________

Public Health Administrator
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your County Executive Committee does hereby recommend passage of the following Resolution.

Re: Intergovernmental Agreement Establishing the Public Health Equity Fund.

RESOLUTION

WHEREAS, the City of Peoria, Illinois (hereinafter the “City”) and the County of Peoria (hereinafter the “County”) are recipients of funds from the United States Department of the Treasury (hereinafter the “Treasury”), as administrator of the American Rescue Plan Act of 2021 (hereinafter “ARPA”) funds; and

WHEREAS, the City, County, and Peoria County Board of Health (hereinafter the “Health Department”) agree that social determinants of public health exist; and

WHEREAS, the social determinants of public health are equity-based issues of that include, but are not limited to: education access and quality, health care access and quality, neighborhood and build environment, social and community context, and economic stability; and

WHEREAS, the City and County have created the Joint Commission on Racial Justice and Equity to study, solicit community input, and develop strategic plans for how best to first reduce and then eliminate the social determinants of public health from the community; and

WHEREAS, review of the Final Rule published by the Treasury by the County Administrator’s Office, the City Manager’s Office, and the Public Health Administrator have determined that funding activities associated with eliminating the social determinants of public health are eligible expenditures under the Treasury’s Final Rule; and

WHEREAS, the City, County, and Health Department have determined the most effective way to fund these activities is to create a Peoria Health Equity Fund (hereinafter the “Fund”); and

WHEREAS, the City, County, and Health Department have determined supporting activities by the Fund should be grounded in evidence-based practices and is the best way to support sustained and integrated improvements in public health outcomes; and

WHEREAS, the City, County, and Health Department are authorized by the terms and provisions of Article VII, Section 10, of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements, ventures, and understandings, and are therefore authorized to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the County Board Chairman or the County Administrator are hereby authorized to execute the Agreement on behalf of the County Board; and,

BE IT FURTHER RESOLVED, that the County Administrator is authorized and directed to create the financial and operational structure necessary to fulfill the terms and conditions of the Agreement.

RESPECTFULLY SUBMITTED, EXECUTIVE COMMITTEE
AGENDA BRIEFING

COMMITTEE: County Operations  
MEETING DATE: April 25, 2022  
LINE ITEM: 026-1-026-3-228-36050  
AMOUNT: $10,000.00

ISSUE: Request to accept $10,000 in grant monies awarded for animal lifesaving efforts from Petco Love (Formerly Petco Foundation) and to appropriate these funds into PCAPS fund revenue line item 026-1-026-3-228-36050 and PCAPS fund expenditure line items 026-1-026-3-228-52205 and 026-1-026-3-364-52352.

BACKGROUND/DISCUSSION:
PCAPS has been selected to receive a grant in the amount of $10,000.00 for the purposes of animal lifesaving efforts. These funds will be used for shelter animal medical expenses and for intake diversion programs. This would allow for increased medical care for the animals within the shelter and would also allow PCAPS Animal Control Officers to offer supplies to pet owners in need, in an effort to keep animals in their homes and out of the animal shelter.

COUNTY BOARD GOALS:

SAFE AND HEALTHY COMMUNITY
HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:
Approval

COMMITTEE ACTION: Approved 4/25/22 (5-0 votes) Ms. Daley voted aye via teleconference; Ms. Pastucha absent for vote

PREPARED BY: Becky Spencer, Director  
DEPARTMENT: PCAPS  
DATE: April 11, 2022
April 6, 2022

Dear Petco Love partner,

On behalf of everyone at Petco Love, we are pleased to provide you with the enclosed grant award in response to your application for our 2021 Animal Sheltering & Adoptions grant cycle. These funds may be used for any lifesaving purpose. Please see your grant approval email for instructions on how to properly acknowledge Petco Love as well as the link to the digital toolkit to help you celebrate your award.

We’re honored to partner with your organization and invest in your lifesaving efforts. We celebrate your commitment to animals and thank you for all that you do on behalf of pets and the people who love and need them.

All of us at Petco Love thank you for your lifesaving work that makes a difference everyday for animals in need.

Susanne Kogut
President
Petco Love

P.S. Petco Love (formally Petco Foundation) desires that all funds and efforts be prioritized for lifesaving, and seeks to reduce our environmental footprint. Therefore, we respectfully request that no items are mailed to Petco Love and that any thank you letters be sent by email only to partners@petcolove.org. We welcome and appreciate recognition on social media, on your website, or in other print and digital communications. We ask that this recognition thank Petco Love, Petco and/or our Petco store partners collectively rather than individual employees of Petco or Petco Love.

Petco Foundation aka Petco Love is a 501(c)(3) nonprofit, tax exempt corporation. Tax I.D. 33-0845930
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your County Operations Committee does hereby recommend passage of the following Resolution:

RE: Request to accept $10,000 in grant monies awarded for animal lifesaving efforts from Petco Love (formerly known as Petco Foundation) and to appropriate these funds into PCAPS fund revenue line item 026-1-026-3-228-36050 and PCAPS fund expenditure line items 026-1-026-3-228-52205 and 026-1-026-3-364-52352.

RESOLUTION

WHEREAS, the County Board has encouraged a reduction in the euthanasia of adoptable animals and an increase in adoptions; and

WHEREAS, increased medical care is a successful means for shelters to increase their positive impact on communities by saving animals' lives; and

WHEREAS, intake diversion programs are a nationally recognized way for shelters to reduce animal populations and thereby increase live release rates and

WHEREAS, Peoria County Animal Protection Services has been selected to receive a grant from Petco Love in the amount of $10,000 to be used for animal lifesaving efforts; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that the Ten Thousand dollars ($10,000) be appropriated into the PCAPS FY 2022 fund revenue line item 026-1-026-3-228-36050 and Five Thousand dollars ($5,000) be appropriated to the PCAPS FY 2022 fund expenditure line item 026-1-026-3-228-52205 and Five Thousand dollars ($5,000.00) be appropriated into line item 026-1-026-3-364-52352 for the purchase of supplies and equipment related to animal medical care and intake diversion.

RESPECTFULLY SUBMITTED,
County Operations Committee
AGENDA BRIEFING

COMMITTEE: County Operations          LINE ITEM: 026-1-026-3-228-36050
MEETING DATE: April 25, 2022          AMOUNT: $5,000.00

ISSUE: Request to accept $5,000 in grant monies awarded for animal lifesaving efforts from the Community Foundation of Central Illinois and to appropriate these funds into PCAPS fund revenue line item 026-1-026-3-228-36050 and PCAPS fund expenditure line item 026-1-026-3-228-52205.

BACKGROUND/DISCUSSION:
PCAPS has been selected to receive a grant in the amount of $5,000.00 for assistance with new vaccination protocols for shelter animals. In keeping with best practice in animal shelter medicine, it is advised by veterinary professionals that animals are given a vaccine booster every 2 weeks that they remain in the care of the shelter. Due to their high risk of disease exposure and high stress levels, currently, vaccines are regularly given to cats and dogs on intake, but they are not given boosters, thereby leaving the animals susceptible to disease. These funds will be used for the increased expenses of added vaccinations for shelter animals thereby working to increase the health of the animal shelter population.

COUNTY BOARD GOALS:

SAFE AND HEALTHY COMMUNITY
HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:
Approval

COMMITTEE ACTION: Approved 4/25/22 (6-0 votes) Ms. Daley and Ms. Pastucha voted aye via teleconference

PREPARED BY: Becky Spencer, Director
DEPARTMENT: PCAPS
DATE: April 11, 2022
April 11, 2022

Peoria County Animal Protection Services
Attn: Rebecca Spencer
2600 NE Perry Ave
Peoria, IL 61603

Dear Rebecca,

Congratulations! The Board of Directors of the Community Foundation of Central Illinois (CFCI) has approved the Distribution Committee’s recommendation to fund your grant proposal for New Vaccine Protocols in the amount of $5,000.

CFCI is delighted to provide financial support for organizations such as yours. To receive your grant funding please follow these two steps:

1. Please read, sign, and return a full copy of the enclosed grant agreement to CFCI by April 27, 2022.
2. On your organization’s letterhead, please write a brief request to CFCI to release funds for your project by April 27, 2022.

Grant funds will be released to your organization for the approved project when the above items have been received.

We will be reaching out to set up an on-site check presentation at your organization. Additional details will be forthcoming.

Please help CFCI continue to spread our mission and promote the power of endowments. To accomplish this goal, CFCI requires that the Community Foundation of Central Illinois name be utilized in all publicity and printing opportunities involving this grant award and project (please see grant agreement).

Again, congratulations! We look forward to seeing the impact your organization is making in central Illinois. If you have questions, please e-mail sarah@communityfoundationci.org or call (309) 674-8730.

Sincerely,

Sarah Fletcher
Director of Grants and Community Initiatives
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your County Operations Committee does hereby recommend passage of the following Resolution:

RE: Request to accept $5,000 in grant monies awarded for new vaccine protocols from the Community Foundation of Central Illinois and to appropriate these funds into PCAPS fund revenue line item 026-1-026-3-228-36050 and PCAPS fund expenditure line item 026-1-026-3-228-52205.

RESOLUTION

WHEREAS, the County Board has encouraged a reduction in the euthanasia of adoptable animals and an increase in adoptions; and

WHEREAS, increased medical care and vaccinations are successful means for shelters to increase their positive impact on communities by saving animals' lives; and

WHEREAS, Peoria County Animal Protection Services has been selected to receive a grant from the Community Foundation of Central Illinois in the amount of $5,000 to be used for new vaccine protocols; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that the Five Thousand dollars ($5,000) be appropriated into the PCAPS FY 2022 fund revenue line item 026-1-026-3-228-36050 and Five Thousand dollars ($5,000) be appropriated to the PCAPS FY 2022 fund expenditure line item 026-1-026-3-228-52205 for the purchase of supplies and equipment related to shelter animal vaccinations.

RESPECTFULLY SUBMITTED,
County Operations Committee
AGENDA BRIEFING

COMMITTEE: Infrastructure  LINE ITEM: Various
MEETING DATE: April 25, 2022  AMOUNT: $30,000.00

ISSUE: Resolution for Preliminary Services Agreement for Various Land Surveying Services

BACKGROUND/DISCUSSION: The Highway Department performed a Qualification Based Selection for surveying services in 2015 for a three-year period. Mohr & Kerr Engineering & Land Surveying, P.C. was selected and has performed various surveys for the Highway Department over the span of the three-year period. Peoria County entered into another agreement with Mohr & Kerr in 2018. The agreement expired in 2021.

Mohr & Kerr has done an excellent job, and the Highway Department has been very satisfied with the efficiency, speed, and cost of the surveys that have been accomplished. In accordance with Chapter 5 of the IDOT Bureau of Local Roads and Streets Manual, the Highway Department has chosen to continue utilizing Mohr & Kerr for another three-year period to provide surveying services.

This resolution allows the Highway Department to enter into a new three-year agreement with Mohr & Kerr for various land surveying services. The work will be performed on an “As Needed” basis.

The resolution also appropriates $30,000 of MFT funds for surveys that qualify for MFT eligible projects.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION:

APPROVED 4/25/22 (5-0 VOTES) MS. PASTUCHA VOTED AYE VIA TELECONFERENCE

PREPARED BY: Jeffrey D. Gilles
DEPARTMENT: Highway  DATE: March 30, 2022
Using Federal Funds? □ Yes  □ No

Agreement For  MFT PE-CE  Agreement Type  Original

LOCAL PUBLIC AGENCY

Local Public Agency  County  Section Number  Job Number
Peoria County  Peoria  22-00184-02-ES

Project Number  Contact Name  Phone Number  Email

Jeff Gilles  (309) 697-6400  jgilles@peoriacounty.org

SECTION PROVISIONS

Local Street/Road Name  Key Route  Length  Structure Number
Various

Location Termini

Add Location  Remove Location

Project Description
Provide various land surveying services and MFT eligible land surveying for various Peoria County needs for a period of three (3) years effective from the date of execution. See Addendum No. 1.

Engineering Funding  MFT/TBP  State  Other
Local Funds

Anticipated Construction Funding  Federal  MFT/TBP  State  Other

AGREEMENT FOR
Phase I - Preliminary Engineering  Phase II - Design Engineering  Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name  Contact Name  Phone Number  Email
Mohr & Kerr Eng. & Land Surveying  Mike Mohr  (309) 339-6201  mwmohr@mohrandkerr.com

Address  City  State  Zip Code
5901 N. Prospect Road #6b  Peoria  IL  61614

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer  Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

Resident Construction Supervisor  Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT

In Responsible Charge  A full time LPA employee authorized to administer inherently governmental PROJECT activities

Contractor  Company or Companies to which the construction contract was awarded
The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheets (BLR 05513 or BLR 05514 )
- Addendum No. 1
- Letter of Interest and Qualifications with Fee Structure

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.

2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.

3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.

4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.

5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

6. To invoice the LPA:
   (a) For Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
   (b) For Construction Engineering: The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee in Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.

8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

9. For Preliminary Engineering Contracts:
   (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
   (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
   (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).

10. For Construction Engineering Contracts:
    (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
    (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.

11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).
II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).

2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. For Construction Engineering Contracts:
   (a) To furnish a full time LPA employee to be in Responsible Charge authorized to administer inherently governmental PROJECT activities.
   (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.

4. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
   (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
      (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
      (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation
   - Percent
   - Lump Sum
   - Specific Rate See Addendum 1 (Maximum Fee $150,000)

   Cost plus Fixed Fee:

   Total Compensation = DL + DC + OH + FF

   Where:
   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.

   Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

   The Fixed Fee cannot exceed 15% of the DL + OH.

   Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the FHWA or any authorized representative of the federal government, and to provide full access to all relevant materials.
Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. The ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are commenced within 5 years after final payment by the LPA.

6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

7. The ENGINEER and LPA certify that their respective firm or agency:
   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency, 
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
   (f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

8. Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT or other approving party not resulting from the ENGINEER's unacceptable professional services; fire; strikes; and floods. If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or
For Preliminary Engineering Contracts:

(a) Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
   (a) abide by the terms of the statement; and
   (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee’s or contractor’s policy to maintain a drug free workplace;
3. Any available drug counseling, rehabilitation and employee assistance program; and
4. The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

For Construction Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

13. For Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE
shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors
employed on such work at the expense of the LPA.
(e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials,
and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials
"Project Procedures Guide" and the policies of the STATE.

<table>
<thead>
<tr>
<th>Prime Consultant</th>
<th>TIN/FEIN/SS Number</th>
<th>Agreement Amount</th>
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<tbody>
<tr>
<td>Mohr &amp; Kerr Engineering &amp; Land Surveying</td>
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<th>TIN/FEIN/SS Number</th>
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Subconsultant Total

Prime Consultant Total

Total for all work

Add Subconsultant

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<th>AGREEMENT SIGNATURES</th>
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<tr>
<td>Local Public Agency Type</td>
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<tr>
<td>County</td>
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Attest:  
Name of Local Public Agency:
Peoria
Local Public Agency Type:
County
Title:
Clerk
(SEAL)

Executed by the ENGINEER:
Consultant (Firm) Name:
Mohr & Kerr Eng. & Land Surveying

Attest:

By (Signature & Date)

Title

By (Signature & Date)

Title

APPROVED:
Regional Engineer, Department of Transportation (Signature & Date)
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<tr>
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<th>Section Number</th>
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<td>Peoria</td>
<td>22-00184-02-ES</td>
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### EXHIBIT A

**SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below:

**Perform land surveying services for local agency on an as-needed basis.**
EXHIBIT B
PROJECT SCHEDULE

Surveying projects will be performed on an "As-Needed" basis. Peoria County and Mohr and Kerr shall determine the location, time, and cost limitations for each individual project.
List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

<table>
<thead>
<tr>
<th>Item</th>
<th>Allowable</th>
<th>Quantity</th>
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<th>Total</th>
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<tr>
<td>(per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>(Up to state rate maximum)</td>
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<td></td>
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<tr>
<td>Lodging Taxes and Fees</td>
<td>Actual Cost</td>
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<td>(per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
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<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks’ notice, with prior IDOT approval</td>
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<td></td>
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<tr>
<td>Vehicle Mileage</td>
<td>Up to state rate maximum</td>
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<td>(per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
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<td>Tolls</td>
<td>Actual cost</td>
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<td>Parking</td>
<td>Actual cost</td>
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<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
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<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm’s policy)</td>
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<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
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<tr>
<td>Copies of Deliverables/Mylars (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
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<tr>
<td>Copies of Deliverables/Mylars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>Project Specific Insurance</td>
<td>Actual Cost</td>
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<td>Monuments (Permanent)</td>
<td>Actual Cost</td>
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<tr>
<td>Photo Processing</td>
<td>Actual Cost</td>
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<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual Cost</td>
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<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual Cost</td>
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<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
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<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>Recording Fees</td>
<td>Actual Cost</td>
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<td>Transcriptions (specific to project)</td>
<td>Actual Cost</td>
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<td>Courthouse Fees</td>
<td>Actual Cost</td>
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<tr>
<td>Storm Sewer Cleaning and Televising</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<td>Utility Exploratory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<td>Testing of Soil Samples</td>
<td>Actual Cost</td>
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<td>Lab Services</td>
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<td>Equipment and/or Specialized Equipment Rental</td>
<td>Actual Cost (Requires 2-3 quotes with IDOT approval)</td>
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<td>Title Searches</td>
<td>Actual Cost</td>
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<td>Courthouse Fees</td>
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<td>Actual Cost</td>
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Total Direct Costs
### Exhibit D
#### Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

- Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

<table>
<thead>
<tr>
<th>No</th>
<th>Yes</th>
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<tbody>
<tr>
<td>1</td>
<td>Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?</td>
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<tr>
<td>2</td>
<td>Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?</td>
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<tr>
<td>3</td>
<td>Was the scope of services for this project clearly defined?</td>
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<td>4</td>
<td>Was public notice given for this project?</td>
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<td>5</td>
<td>Do the written QBS policies and procedures cover conflicts of interest?</td>
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<td>6</td>
<td>Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?</td>
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<tr>
<td>7</td>
<td>Do the written QBS policies and procedures discuss the methods of evaluation?</td>
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<th>Project Criteria</th>
<th>Weighting</th>
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**Add**

| 8 | Do the written QBS policies and procedures discuss the method of selection? | ☐ ☐ |

**Selection committee (titles) for this project**

- Top three consultants ranked for this project in order
  - 1
  - 2
  - 3

| 9 | Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? | ☐ ☐ |
| 10 | Were negotiations for this project performed in accordance with federal requirements. | ☐ ☐ |
| 11 | Were acceptable costs for this project verified? | ☐ ☐ |
| 12 | Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? | ☐ ☐ |
| 13 | Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? | ☐ ☐ |
| 14 | QBS according to State requirements used? | ☒ ☐ |
| 15 | Existing relationship used in lieu of QBS process? | ☐ ☒ |
| 16 | LPA is a home rule community (Exempt from QBS). | ☒ ☐ |
ADDENDUM NO. 1

The Parties hereto agree and understand that this Agreement shall be for the ENGINEER to perform land surveying services for LA on an as-needed basis over a 3 year time period, from ______________ to ______________. This Agreement is not a guarantee that LA will need services from ENGINEER during the 3 year term. If and when land surveying services are needed, LA shall contact the ENGINEER to discuss the specific project. LA and ENGINEER shall determine and agree to the location, time, and cost limitations for each individual project under the general terms of the Agreement on Pages 2 to 3 of "The LA Agrees" section, as applicable. LA and ENGINEER shall enter a new Addendum containing the agreed upon terms for each individual project.
Letter of Interest and Qualifications Statement for Various Land Surveying Services

Mohr & Kerr Engineering & Land Surveying, P.C.

March 6, 2022

To:
Peoria County Highway Department
6915 W. Plank Road
Peoria, IL 61604-5246
March 6, 2022

Mr. Jeff Gilles
Assistant County Engineer
6915 W. Plank Road
Peoria, IL 61604-5246

Dear Mr. Gilles:

Please accept our letter of interest and qualifications statement as requested by the County. Mohr & Kerr Engineering and Land Surveying, PC (MKELS) is providing this information in response to your March 30, 2022 Request for Consultant Interest for Land Surveying Services.

Mohr & Kerr Engineering and Land Surveying, PC has been providing professional land surveying services since 2007. (See Attached Representative Projects). In addition we are Village Engineer and perform MFT work for Benson, Bellevue, Dunlap, and Glasford. We have also prepared plats for MFT projects in Morton and Peoria.

All work will be performed at our office in Peoria. We are structured with low overhead and efficiency such that we can provide reasonable hourly rates to provide quality deliverables. There are no marketing costs to drive up overhead as you can ascertain from the lack of thickness and glossy pictures in our proposal.

Sincerely,

Mohr & Kerr Engineering and Land Surveying, PC

Michael W. Mohr, PLS
Qualifications of Firms

Mohr & Kerr Engineering & Land Surveying, PC
Mohr & Kerr Engineering & Land Surveying is a consulting engineering and land surveying firm specializing in site development, municipal, transportation, utility and water resources engineering and land surveying services. Started in 2007 in Peoria, Illinois by Mike Mohr and Steve Kerr, the firm has seen growth through a commitment to quality and customer service. Our professional staff is committed to timely, accurate, economic engineering and surveying solutions.

Mohr & Kerr Engineering and Land Surveying, PC has been providing professional service to the Village of Morton since 2008. The average construction budget for the designed improvements is approximately three million dollars annually. In addition we are Village Engineer for Benson, Bellevue, Dunlap, and Glasford. We have also completed design work as a subcontractor to Patrick Meyer & Associates for the Village of Bartonville, Mackinaw, North Pekin and South Pekin

Many projects have been MFT or Federally Funded projects.

Size of Firm: 17 Employees

Contact Person: Michael W. Mohr, PLS
Cell Phone: (309) 339-6201
Email: mwmohr@mohrandkerr.com
**MKELS Professional Staff**

**Professional Land Surveyors**
- Mike Mohr – Resume Attached
- Caleb Johnson – Resume Attached
- Jeff Franklin – Resume Attached

**Professional Engineers**
- Steve Kerr
- Frank Sturm
- Tim Roecker
- Robin Shelton
- Chris Johnson

**Structural Engineer**
- Tim Roecker

**Senior Engineering Designers**
- Don Hermes

**Engineering Designers**
- Joshua Mohr
- Alex Herrmann

**Party Chief – Survey**
- Mike Powers - Resume Attached
- Bill Choate - Resume Attached
- Brad Brewer

**Senior Construction Inspector**
- Todd Keefauver
Qualifications of Staff

Various Survey Projects

Project Manager/Professional Land Surveyors
Mike Mohr – Resume Attached

Surveyors
Mike Powers – Resume Attached
Bill Choate – Resume Attached
Brad Brewer
Caleb Johnson – Resume Attached

Mike Mohr will provide all project management and oversee all professional land surveying tasks. Field work will be conducted by one man survey crews. Limited use of two man crews may be required if terrain or traffic necessitates. Steve Kerr and Don Hermes may also be utilized for construction staking and courthouse research as workload dictates.

Work Performed by Local Firm

MKELS is located in Peoria, Illinois at the following address:

Headquarters: Mohr & Kerr Engineering & Land Surveying, P.C.
5901 N. Prospect, Suite 6B
Peoria, IL 61614
Office Phone: (309) 692-8500
Fax: (309) 692-8501

All work managed and performed by MKELS will be conducted in Peoria.
Fee Structure

MKELS would propose the following hourly rates with no multiplier:

**Professional Engineer**
- Steve Kerr
- Frank Sturm
- Tim Roecker
- Robin Shelton
- Chris Johnson

**Professional Land Surveyor**
- Mike Mohr
- Caleb Johnson
- Jeff Franklin

**Structural Engineer**
- Tim Roecker

**Senior Engineering Designer**
- Don Hermes

**Engineering Designer**
- Joshua Mohr
- Alex Herrmann

**1 Man Survey Crew**
- Mike Mohr
- Caleb Johnson
- Mike Powers
- Bill Choate
- Brad Brewer

**2 Man Survey Crew**

**Senior Construction Inspector**
- Todd Keefauver

$122.00

$122.00

$148.00

$111.00

$102.00

$130.00

$171.00

$80.00
These are our standard hourly rates that are effective January 1\textsuperscript{st} 2022.

Direct reimbursable expenses will be passed through with no markup. Direct reimbursables would be classified as cost that are directly generated by the project and include appraisals, title work, geotechnical engineering, prints requested by the owner, permit fees, etc. There will be \textbf{no charges} for mileage, vehicles, cell phones, lathe, hubs, survey instruments, cad time, prints generated for review or design, etc.

Our goal would be to bill direct for the hours worked and pass through direct job related reimbursable cost. We are not interested in tracking or passing on cost that are not directly chargeable to the project.

We feel our hourly rates provide value to the customer and simplify the project management and invoicing for both the owner and us.
Standard hourly rates may increase as much as 5\% on January 1\textsuperscript{st} of each calendar year

\textbf{Capacity to Undertake Work in Timely Manner}

MKELS has seen growth every year since we have opened. We have added staff every year since we opened in 2007. Because of our success we have managed to keep our staff busy year round. In the past we have added employees as needed to meet our customer’s needs and schedules. This is how we keep our overhead low and our fees reasonable.
References

We have included a partial list of representative clients. We are very proud of the service and value we offer our clients and would encourage you to contact any of them.

Municipalities / Utilities
- Buffalo Hollow Farms Water Association
- Fulton County Highway Department
- Greater Peoria Sanitary District
- Village of Bartonville
- Village of Bellevue
- Village of Benson
- Village of Dunlap
- Village of Glasford
- Village of Morton
- Village of Roanoke

Architects / Engineers
- APACE
- Applied Engineering Dynamics, LLC
- Architectural Research & Design
- Central Illinois Consulting, Inc.
- Cluskey Land Surveying
- D.A.S. Consulting Services, Inc.
- Hanson Professional Services, Inc.
- Keach Architectural Design
- Kenyon & Associates
- Patrick Meyer & Associates
- Principal Construction Management + Design
- PSA/Dewberry

Attorneys
- Culbertson, Culbertson & Allen
- Elias, Meginnes, Riffle & Seghetti
- Kuhluss & Proehl, P.C.
- Westervelt, Johnson, Nicoll and Keller, Ltd.
- Whitney & Potts, Ltd.
Design Build Contractors / Construction Managers
Becker Companies
Core Construction
Dillon Plumbing
First Build Associates, Inc.
Hein Construction
Horan Construction
Mangieri Companies, Inc.
P.J. Hoerr
Peoria Metro Construction
PIPCO Companies, Ltd.
Principal Construction Management + Design
Zobrist Construction

Construction Staking
Benchmark Construction
C & G Concrete
Core Construction
Dillon Plumbing
N.E. Finch
Horan Construction
Iron hustlers Excavating, Inc.
Otto Baum
P.J. Hoerr
Peoria Metro Construction
PIPCO Companies, Ltd.
Schleier & Rassi, Inc.
Walker Excavating
Zobrist Construction

Developers
Blackstone Group
Cullinan Properties, Ltd.
Don Hoerr
Greystone Associates, Inc.
JP Jenn Commercial
Maloof Commercial Real Estate
Nellis Management Co.
Wald/Land Corporation

Private Clients
1st Farm Credit Services
Callihan Pork Processors
Caterpillar Inc.
Christian Center
Federal Companies
J.J. Braker & Sons
G. A. Rich
National City Bank
O'Brien Steel Service
Petersen Health Systems
Pine Lakes Golf Club
Raymond Poon – Dynasty Buffet
Red Carpet Properties, Inc
RJ Distributing Company
Roanoke Concrete Products
Shermans
Soderstrom Skin Institute
Turf Solutions Group
VCNA Prairie Inc.
John Wetzel – PHD Services
Zinser Chiropractic
Michael W. Mohr, P.L.S.  
Professional Land Surveyor

Mr. Mohr is a founding owner of Mohr & Kerr Engineering & Land Surveying. He is responsible for strategic planning in the survey/construction discipline within the operations of a consulting, engineering and land surveying company. He is a licensed Professional Land Surveyor for field operations utilizing technical expertise in 3D GPS and robotic technology applications for survey and construction related projects. He provides project manager responsibilities with the objective of maximizing profits while producing top quality work for all survey and construction projects. He provides quality assurance and quality control (QA/QC).

IDOT Survey (District 4) Role: PLS
- IL Route 150 - Main St. to Franklin St. Bridge (Phase I / II) ±1.25 Miles
- IL Route 24 (Phase I / II) Peoria and Fulton County
- Kingston Mines to Banner ±8 Miles
- US Route Bypass 24 Bypass (Phase I / II) Tazewell County ± 1.5 miles
- IL Route 91 (Phase I / II) ± 6 miles Peoria and Stark County
- IL Route 74 (Phase I / II) Tazewell and Peoria County

Village of Morton (Tazewell County) Role: PLS
Washington St from First Ave. to Seventh Ave. +/-2,200’
Completed topographic survey to utilize in re-designing the roadway, sanitary and storm sewer. Provided all construction staking.

Village of Morton (Tazewell County) Role: PLS
Greenwood St from Main St. to Brentwood Rd +/-4,800’
Completed topographic survey to utilize in re-designing the roadway, sanitary and storm sewer. Provided all construction staking.

Village of Morton (Tazewell County) Role: PLS
Fernwood St. / Illinois Ave. from Fourth Ave. to Nebraska Ave. +/- 2,600’
Completed topographic survey to utilize in re-designing the roadway, sanitary and storm sewer. Provided all construction staking.

Village of Morton (Tazewell County) Role: PLS
Crestwood St from Illinois Ave. to Nebraska Ave. +/-2,400’
Completed topographic survey to utilize in re-designing the roadway, sanitary and storm sewer. Provided all construction staking.

Peoria County Highway Department (Peoria County) Role: PLS
3 Year Various Survey Contract Duties include:
Verification of quantities for bridge reconstruction projects. Installation of missing or destroyed Right-of-Way markers in connection with various jobs. Calculation and staking of right-of-way for intersection re-builds, drainage issues and various county road maintenance projects. Delivered Topographic and boundary surveys utilized for design. Collected all field data, survey control, staking of R.O.W. and office calculations in relation to the R.O.W.
CONTINUING EDUCATION
- 2019 State Plane Coordinate Update
- 2019 Workforce Development
- 2019 Surveying Safety
- 2018 ALTA Standards
- 2018 UAV Data collection & Mapping for Survey & Engineering Projects
- 2018 Floodplains

Professional Licensure/Associations/Volunteer Teaching
Peoria County GIS Consortium
- Substitute teaching for survey and construction classes at Illinois State University and Illinois Central College.
- Sit/PLS review classes for Illinois Professional Land Surveyors Association
Caleb E. Johnson, P.L.S.
Professional Land Surveyor

Mr. Johnson is a project manager and professional land surveyor with 12 years of experience in land surveying. He provides planning and executing ALTA/ACSM Land Title Surveys and Boundary Surveys. He performs field work for topographic and boundary surveys and necessary computations including subdivisions, section break downs and right of way surveys. Mr. Johnson prepares subdivision plats, tract surveys, right-of-way plat, easement plats, and hydrographic surveys. He completes monument records, and is proficient in courthouse research.

Village of Morton (Tazewell County) Role: PLS
First Ave. from Greenwood St. to Birchwood St. +/-2,400’
Completed topographic survey to utilize in re-designing the roadway, sanitary and storm sewer. Provided all construction staking.

Village of Morton (Tazewell County) Role: PLS
Circle Dr/Ridge St. from Ken Ave to Westshore Dr. and Paris Ave. from Ridge St. to Circle Dr. +/-2,700
Completed topographic survey to utilize in re-designing the roadway, sanitary and storm sewer. Provided all construction staking.

City of Peoria (Peoria County) Role: PLS
Establish and staked ROW on +/- 2,000’ of Townline Road
Completed all field work, including initial monument and property corner search, full topo of related infrastucture and staking of final block corners and all right-of-way angle points. Researched for the project at the Peoria County Recorder of Deeds. Office calculations to determine proper location of missing corners.

City of Washington (Tazewell County) Role: PLS
Lawndale Avenue +/- 1,600’
Established and staked right-of-way in preparation of redesigning the roadway and drainage.

Baumgardner Family Jansen Farms (Peoria County) Role: PLS
Martin Weber Road +/- 5,000’
Completion of multiple tract surveys for multiple clients in Peoria County requiring the re-establishment of right-of-way and original centerline alignment.

Healthcare
Managed the completion of an ALTA/NSPS Land Title Survey package consisting of 36 sites across 3 states for a healthcare client. was primary point of contact for all 40 sites. Managed completion of work performed by Mohr & Kerr and 4 sub-contracted survey firms.
Jeffrey E. Franklin, P.L.S.
Professional Land Surveyor

Mr. Franklin has forty two years of professional experience as a Land Surveyor in the Civil Engineering field in the following areas: Property Boundary Surveys, G.P.S. Surveys, Lot Surveys, Tract Surveys, ALTA Surveys, Duplex Splits, Condominium Plats, Subdivision Surveys, Easement & Right of Way Surveys, Construction Staking, Topographic Surveys, Aerial Control Surveys, Elevation Certificates, L.O.M.A. & Related F.E.M.A. Reports.

City of Pekin - Front Street
Survey Manager for the Route and Topographic Survey consisted of 8,800 Ft. Included Distillery Road, Front Street and Fayette Street from the intersection of Distillery & South 2nd Street to the intersection of Fayette Street and 3rd Avenue as well as 2nd Street from Broadway Street to 3rd Avenue. The Phase 1 survey services consisted of a mixed terrain of existing urban and rural cross sections adjacent to Railroad ROW. Project responsibilities included Right of Way research and development and development of a master electronic files for use in Phase II Design services by a consultant.

Greater Peoria Sanitary District - Kickapoo Creek Cross Sections
Survey Manager for the cross sectional topographic survey of Kickapoo Creek at 16 locations. Information was downloaded and compiled in Autocad and Eagle Point and forwarded to the District for use in developing the North Plant drainage calculations for submittal to I.E.P.A.

Ameren Energy - Trigger Road Survey Services – Peoria, Illinois
Survey Manager for project consisting of 2.5 miles of topographic and Right of Way survey for the purpose of installing a new electrical transmission line. Project consisted of records research, oversight of field work, preparation of plan & profile drawings with existing topographic mapping, and development of road Right of Way and Property Line Boundary information for design and planning purposes.

Village of Morton Illinois - West Courtland Street Improvements
Fau Route 6755
Survey Manager for this project which consisted of the I.D.O.T. Phase I, II and III services for the new construction of 2,162 FT of Courtland Ave. and adding deceleration and acceleration lanes at the intersection of Courtland Ave. and Veterans Parkway. Project included topographic survey, Route Survey and Land Survey of adjacent properties and construction staking.

City of Washington Illinois - Dallas Road Reconstruction,
Phase One – Fau Route 6739
Survey Manager for Phase II I.D.O.T. project consisting of the Route Survey and Boundary Survey for the Dallas Road Reconstruction Project encompassing the southerly 2,298 Ft. of the total 3,682 Ft as shown in the Phase I Report. Project includes the realignment of horizontal and vertical curves to improve site lines from adjoining subdivision intersections, four ROW acquisitions and seven temporary easements.
Experience Continued:

River Park Alta Survey – Peoria, IL
Survey Manager for project consisting of field survey and submittal of 18.7 acres of City owned property for the purpose of future development planning. Project included review of all Title work and location of railroad right of ways as well as detailed survey of river banks.

Aventine Renewable Energy Alta Survey – Pekin, IL
Survey Manager for 125 acre ALTA survey. Project consists of topographic and boundary survey for dense factory setting and preparation of a plat of survey in conformance with ALTA Survey Standards.

Metamora Fields Golf Community-Metamora, IL
Survey Manager for the plan development and construction of a 102 lot single-family residential subdivision located in the Village of Metamora, IL. Project consists of the construction of 7,510 ft of 8" PVC and 1,609 ft of 10" PVC gravity sanitary sewer main. Project also consisted of the installation of 1,441 ft of 10" ductile iron sanitary sewer at depths in excess of 22 ft. Additionally, 9,533 ft of 8" PVC Water Main and appurtenances as well as 160 ft of directionally bored water main were constructed.

General Wayne A, Downing International Airport – Peoria, IL
Survey Manager for construction staking support for new airport terminal on an as needed basis in coordination with the site superintendent for Williams Brothers Construction. Provide as-built record drawings for final steel fabrication.

Village Of Morton, IL - West Jackson Street Improvements
Survey Manager for Route Survey and Topographic Survey for project consisting of 1,250 Ft. of West Jackson Street, 1,080 Ft. of W. Jefferson Street and 3,460 Ft. of Veterans Road all of which were rural cross sections converted to three lane urban cross sections. Project responsibilities included Right of Way research and development, temporary and permanent easements as needed, and construction survey management.

205 Acre Boundary Survey – Galena Gravel – Chillicothe, IL
Survey Manager for property line boundary survey of 205 acre parcel in Peoria County Illinois for the purpose of re-financing. Project included records research and preparation of plat of survey and metes & bounds legal description for recording.

401 Water Street Condominium – Huber Brothers – Peoria, IL
Project consisted of the development of a mixed use condominium within an existing building that was formerly a warehouse. AECI performed all field surveying and prepared the condominium plat for this eight floor development and coordinated its approval with City of Peoria officials. The mixed use consisted of 2 floors of commercial units and 28 residential units of various sizes and configurations. Austin Engineering also assisted with the construction staking of the new parking deck.

Peoria Islamic Community Center L.O.M.A. – Peoria, IL
Survey Manager for project consisting of field survey and submittal of L.O.M.A. to FEMA to remove areas above flood plain for financing purposes. Project also consisted of topographic and boundary survey for the development of construction plans for a new worship center and school with parking lot and play fields.

Peoria Upper Island – Tazewell County, IL
Contracted by Midwest Foundation to supply all survey layout and verification of quantities for the construction of the Peoria Upper Island within the Illinois River, situated just north of the McCluggage Bridge (US Route 24) in Tazewell County. Provided all services over a period of more than three years of construction, which is ongoing. Quantity measurements of sediment excavation for verification of payment were provided to the US Army Corps of Engineers.

Mohr & Kerr Engineering & Land Surveying, P.C.
5901 N. Prospect, Suite BB
Peoria, IL 61614
(309) 692-8500 Office
(309) 692-8501 Fax
www.mohrandkerr.com
Michael D. Powers  
Survey Crew Chief

Mr. Powers is a survey crew chief with 24 years of experience in land surveying. At his current position he provides field work associated with topographic, boundary, construction staking, and control surveys. He is also experienced with construction inspection services on sanitary sewer and water main projects.

**Wildlife Prairie Park IDNR (Peoria County) Role: Crew Chief**
Completed boundary and a topographic survey.

**Interstate 74 (Peoria County) Role: Crew Chief**
Provided all construction staking. Also provided construction inspection services that included checking grades and staking throughout the entire project.

**Sectional, Lot, ALTA/NSPS Land Title Surveys (IDOT District 4) Role: Crew Chief**
Completed hundreds of land surveys throughout District 4 related to land acquisition with previous employment.

**Village of Morton (Tazewell County) Role: Crew Chief**
First Ave. from Greenwood St. to Birchwood St. +/-2,400'
Completed topographic survey to utilize in re-designing the roadway, sanitary and storm sewer. Provided all construction staking.

**City of Peoria (Peoria County) Role: Crew Chief**
Establish and staked ROW on +/- 2,000' of Townline Road
Completed all field work, including initial monument and property corner search, full topo of related infrastructure and staking of final block corners and all right-of-way angle points. Researched for the project at the Peoria County Recorder of Deeds. Office calculations to determine proper location of missing corners.

**City of Washington (Tazewell County) Role: Crew Chief**
Lawndale Avenue +/- 1,600'
Established and staked right-of-way in preparation of redesigning the roadway and drainage.

**Baumgardner/Janssen Farms (Peoria County) Role: Crew Chief**
Martin Weber Road +/- 5,000'
Completion of multiple tract surveys for multiple clients in Peoria County requiring the re-establishment of right-of-way and original centerline alignment.

**Village of Morton (Tazewell County) Role: Crew Chief**
Crestwood St from Illinois Ave. to Nebraska Ave. +/-2,400'
Completed topographic survey to utilize in re-designing the roadway, sanitary and storm sewer. Provided all construction staking.
William Choate
Survey Crew Chief

Mr. Choate is a survey crew chief with 42 years of experience in land surveying. At his current position he provides field work associated with topographic, boundary, construction staking, and control surveys.

**Illinois Route 6 (Peoria County) Role: Crew Chief**
Provided construction staking of initial construction.

**Sectional, Lot, ALTA/NSPS Land Title Surveys (IDOT District 4) Role: Crew Chief**
Completed thousands of land surveys throughout District 4 related to land acquisition with previous employment.

**Village of Morton (Tazewell County) Role: Crew Chief**
**Various street re-designs over 30 years**
Completed topographic survey to utilize in re-designing the roadway, sanitary and storm sewer. Provided all boundary field work in determining the existing right-of-way. Provided all construction staking.

**Various Municipalities (Various Counties) Role: Crew Chief**
**Various street re-designs over 30 years**
Completed topographic survey, boundary reconnaissance and final setting of monuments on hundreds of municipal street and road projects for various municipal clients.
Resolution for Improvement
Under the Illinois Highway Code

Resolution Type: Original
Resolution Number: 0
Section Number: 22-00184-02-ES

BE IT RESOLVED, by the Board of the County of Peoria, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Length (miles)</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Various</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Structures:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Existing Structure No.</th>
<th>Route</th>
<th>Location</th>
<th>Feature Crossed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of various land surveying services.

2. That there is hereby appropriated the sum of thirty thousand and 00/100$30,000.00 for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Rachael Parker, Clerk in and for said County of Peoria in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the Board of Peoria at a meeting held on May 12, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year.

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer
Department of Transportation

Date
**Instructions for BLR 09110 - Page 1 of 2**

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax (MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement? Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number
Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type
From the drop down box choose the type of resolution:
- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number
Insert the section number of the improvement the resolution covers.

Governing Body Type
From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type
From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Contract or Day Labor
From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road
Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length
Insert the length of this segment of roadway being improved in miles.

Route
Insert the Route Number of the road/street to be improved if applicable.

From
Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To
Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road
Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.
Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route
Insert the Route number on which the structure is located.

Location
Insert the location of the structure.

Feature Crossed
Insert the feature the structure crosses.

1
Insert a description of the major items of work of the proposed improvement.

2
Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().
Name of Clerk
Insert the name of the LPA clerk.

LPA Type
Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Governing Body Type
Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

Name of LPA
Insert the name of the LPA.

Date
Insert the date of the meeting.

Day
Insert the day Clerk is signing the document.

Month, Year
Insert the month and year of the Clerk's signature.

Clerk Signature
Clerk shall sign here.

Approved
The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer’s District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District
Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

**RE: Engineering Services Agreement for Various Land Surveying Services**

**RESOLUTION**

WHEREAS, Peoria County has a satisfactory relationship with Mohr & Kerr Engineering & Land Surveying, P.C. to provide various land surveying services; and

WHEREAS, Peoria County is desirous to continue utilizing Mohr & Kerr Engineering & Land Surveying, P.C. for various land surveying services in accordance with Illinois Department of Transportation policies, designated as Section 22-00184-02-ES.

NOW THEREFORE BE IT RESOLVED, that the engineering agreement with Mohr & Kerr Land Surveying, P.C, designated as Section 22-00184-02-ES be approved; and

BE IT FURTHER RESOLVED that the County Administrator be designated as the officer to sign the engineering agreement; and

BE IT RESOLVED that the sum of $30,000.00 be appropriated from the County Motor Fuel Tax Fund for the purpose of various land surveying services for Section 22-00184-02-ES; and

BE IT FURTHER RESOLVED that the County Treasurer is hereby authorized to issue checks from the County Motor Fuel Tax Fund in payment of invoices, as said invoices become due.

Respectfully Submitted,

Infrastructure Committee
AGENDA BRIEFING

COMMITTEE: Infrastructure  
LINE ITEM: 036-2-036-5-514-54419
MEETING DATE: April 25, 2022  
AMOUNT: $2,475,000.00

ISSUE: Resolution for financial commitment of local funds for Sheridan Road reconstruction funding application through the Tri-County Regional Planning Commission.

BACKGROUND/DISCUSSION: Sheridan Road between Northmoor Road and Glen Avenue in the City of Peoria is still under the jurisdiction of Peoria County. The road carries over 10,000 vehicles per day yet is still constructed as a rural two-lane roadway with drainage ditches and no pedestrian accommodations. The Highway Department intends to apply for Federal Surface Transportation Block Grant (STBG) funds through the Tri-County Regional Planning Commission for reconstruction of the roadway. If successful, the roadway would be jurisdictionally transferred to the City of Peoria upon completion.

As a part of the application process, the County is required to provide a resolution of support to provide a minimum of a 30% local match for the project if the project is selected for funding. Construction of the project is currently estimated at $8,250,000. The 30% local match would be $2,475,000.

If approved for funding, the project local match amount of construction, design engineering, construction engineering, and any right of way costs would be split evenly between the County and the City of Peoria.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution.

COMMITTEE ACTION: Approved 4/25/22 (5-0 votes) Ms. Pastucha voted aye via teleconference

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway  
DATE: 3/31/2022

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TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, IL

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

RE: Financial Commitment of Local Funds for Reconstruction of Sheridan Road

RESOLUTION

WHEREAS, Peoria County is desirous to reconstruct Sheridan Road from Glen Avenue to Northmoor Road; and

WHEREAS, Peoria County is eligible to apply for a Federal Surface Transportation Block Grant through the Tri-County Regional Planning Commission; and

WHEREAS, Federal Surface Transportation Block Grant funds required local agency matching funds; and

WHEREAS, a resolution to provide local matching funds for the project is required as part of the application.

NOW THEREFORE BE IT RESOLVED, that Peoria County does hereby commit local funding to match any Federal Surface Transportation Block Grant funds received for the reconstruction of Sheridan Road between Glen Avenue and Northmoor Road.

Respectfully Submitted,

Infrastructure Committee
AGENDA BRIEFING

COMMITTEE: Infrastructure  LINE ITEM: N/A
MEETING DATE: April 25, 2022  AMOUNT: N/A

ISSUE: Resolution for an Intergovernmental Agreement with the City of Peoria for Peoria County to perform Highway Structure Inspections for the City.

BACKGROUND/DISCUSSION:
Peoria County entered into an Intergovernmental Agreement with the City of Peoria in 2012 to perform Highway Structure (bridge) inspections for the City. Under the Intergovernmental Agreement, the County performs inspections for the City. The City maintains ownership and responsibility for the structures.

The Intergovernmental Agreement was renewed in 2017. The current Intergovernmental Agreement will expire June 1, 2022, and the City of Peoria wishes to continue with the agreement. This resolution renews the agreement until June 1, 2027.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP
EFFECTIVE SERVICE DELIVERY
HEALTHY VIBRANT COMMUNITIES
COLLABORATION

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION: Approved 4/25/22 (5-0 votes) Ms. Pastucha voted aye via teleconference

PREPARED BY: Jeffrey D. Gilles
DEPARTMENT: Highway DATE: April 1, 2022
INTERGOVERNMENTAL AGREEMENT
BETWEEN COUNTY OF PEORIA AND CITY OF PEORIA

This Agreement effective and commencing on _____________________, 2022, by and between the COUNTY OF PEORIA, a body politic and corporate of the State of Illinois, hereinafter called the COUNTY, and the CITY OF PEORIA, hereinafter called the CITY.

WITNESSETH THAT:

Whereas, the COUNTY and CITY are desirous to further intergovernmental cooperation between the two entities; and
Whereas Highway Structure Inspections are an area where intergovernmental cooperation will be beneficial to the CITY; and
Whereas the COUNTY can provide Highway Structure Inspections for the CITY; and
Whereas the COUNTY and the CITY have reached an agreement pursuant to authority granted by Article VII, Section 10, of the Constitution of Illinois, 1970 and the Intergovernmental Cooperation Act, (5ILCS 220/1 et.seq.).

NOW THEREFORE, in cooperation of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY and the CITY that:

I. DUTIES OF CITY

A. The CITY shall continue to be the National Bridge Inspection Standards (NBIS) Program Manager for Highway Structures under the jurisdiction of the CITY.
B. The CITY shall notify the COUNTY of any new highway structures, and when the highway structures are completed and are ready for an Initial Inspection.
C. The CITY shall notify the COUNTY of all required Special Feature Inspections or any changes to the frequency of the Special Feature Inspections.
D. The CITY shall provide the COUNTY with all Highway Structure Plans.
E. The CITY shall be responsible for coordination and implementation of any and all weight limit postings, changes to lane width, and closures.
F. The CITY shall continue to maintain all permanent Highway Structure records.
G. Upon review of the inspections performed by the COUNTY, the CITY shall submit all reports to the Illinois Department of Transportation.
H. The CITY shall provide to the COUNTY any special tools, equipment, or traffic control devices and personnel necessary to perform the Highway Structure Inspections.
I. The CITY shall bear all responsibility and costs to perform any Highway Structure Inspections or related reports that the COUNTY deems is not within the COUNTY’s capability.

II. DUTIES OF COUNTY

A. The COUNTY shall act as the National Bridge Inspection Standards (NBIS) Team Leader for Highway Structures under the jurisdiction of the CITY.
B. The COUNTY shall perform all Initial, Routine, and Special Feature Inspections for Highway Structures under the jurisdiction of the CITY at the intervals required by the Structures Information Management System (SIMS) that is maintained by the Illinois Department of Transportation.
C. The COUNTY shall notify the CITY of any maintenance items that are found during the inspections that need to be addressed by the CITY.
D. The COUNTY shall submit all reports, photographs, and other related items to the CITY upon the completion of the Highway Structures Inspections.
III. **TERM**

A. This Agreement shall commence on the day that the last party executes it and shall continue until June 1, 2027.

IV. **INDEMNIFICATION**

The CITY shall indemnify and hold harmless the COUNTY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorneys’ fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the CITY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.

The COUNTY shall indemnify and hold harmless the CITY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorneys’ fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the COUNTY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.

V. **GENERAL CONDITIONS:**

A. This Agreement shall be binding upon the parties, their successors and assigns.

B. If any portion of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

C. **ENTIRE AGREEMENT** - **AMENDMENTS**

The preceding constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. This Agreement may be amended in writing by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.

D. **APPLICABLE LAW.** The parties to this contract agree that it is governed by the laws of the State of Illinois.

---

**COUNTY OF PEORIA**

By: __________________________

SCOTT SORREL

Peoria County Administrator

ATTEST: _________________________

RACHAEL PARKER

County Clerk

---

**CITY OF PEORIA**

By: __________________________

PATRICK URICH

Peoria City Manager

ATTEST: _________________________

STEFANIE TARR

Peoria City Clerk
TO THE HONORABLE COUNTY BOARD  
COUNTY OF PEORIA, ILLINOIS  

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

Intergovernmental Agreement between the County of Peoria and the City of Peoria for the Inspection of Highway Structures within the City of Peoria

RESOLUTION

WHEREAS, the COUNTY OF PEORIA and the CITY OF PEORIA are desirous to further intergovernmental cooperation between the two entities; and

WHEREAS, Highway Structure Inspections are an area where intergovernmental cooperation will be beneficial to the CITY OF PEORIA; and

WHEREAS, the COUNTY OF PEORIA can provide Highway Structure Inspections for the CITY OF PEORIA.

NOW THEREFORE BE IT RESOLVED, that the COUNTY OF PEORIA enter into an Intergovernmental Agreement with the CITY OF PEORIA for the COUNTY OF PEORIA to perform Highway Structure Inspections for the CITY OF PEORIA.

BE IT FURTHER RESOLVED, that the County Administrator be authorized to sign the Intergovernmental Agreement.

Respectfully submitted,

Infrastructure Committee
AGENDA BRIEFING

COMMITTEE: Infrastructure  LINE ITEM: 036-2-036-5-514-55105
MEETING DATE: April 25, 2022  AMOUNT: $250,000.00

ISSUE: Resolution for Motor Fuel Tax Appropriation for guardrail repairs.

BACKGROUND/DISCUSSION: Several guardrail locations throughout the County have sustained accident damage and are in need of repair or replacement. An additional section of guardrail will also be added on Smithville Road along Lauterbach Park after a recent accident damaged a new Pickleball court. Plans have been developed by Highway Department staff and a bid letting will be held soon. Work is expected to be completed in fall of 2022.

The project will be funded with Motor Fuel Tax funds, and an appropriation of funds is required prior to letting.

This resolution will appropriate Motor Fuel Tax funds for construction of the project.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION: Approved 4/25/22 (5-0 votes) Ms. Pastucha voted aye via teleconference

PREPARED BY: Jeffrey D. Gilles
DEPARTMENT: Highway  DATE: April 4, 2022
BE IT RESOLVED, by the Board of the County of Peoria Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Length (miles)</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Various</td>
<td>Various</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Structures:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Existing Structure No.</th>
<th>Route</th>
<th>Location</th>
<th>Feature Crossed</th>
</tr>
</thead>
</table>

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of guardrail repair, replacement, and installation.

2. That there is hereby appropriated the sum of two hundred fifty thousand and 00/100 dollars ($250,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year.

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date
Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax (MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement? Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type From the drop down box choose the type of resolution:
- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number Insert the section number of the improvement the resolution covers.

Governing Body Type From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type From the drop down box choose the LPA type. Types to choose from are: County, City, Town or Village.

Name of LPA Insert the name of the LPA.

Contract or Day Labor From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length Insert the length of this segment of roadway being improved in miles.

Route Insert the Route Number of the road/street to be improved if applicable.

From Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No. Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route Insert the Route number on which the structure is located.

Location Insert the location of the structure.

Feature Crossed Insert the feature the structure crosses.

1 Insert a description of the major items of work of the proposed improvement.

2 Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().
Instructions for BLR 09110 - Page 2 of 2

Name of Clerk
Insert the name of the LPA clerk.

LPA Type
Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Governing Body Type
Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town

Name of LPA
Insert the name of the LPA.

Date
Insert the date of the meeting.

Day
Insert the day Clerk is signing the document.

Month, Year
Insert the month and year of the Clerk’s signature.

Clerk Signature
Clerk shall sign here.

Approved
The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer’s District office. Following IDOT’s approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District
Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

Motor Fuel Tax appropriation for guardrail repair, replacement, and installation.

RESOLUTION

WHEREAS, several guardrail locations on various Peoria County Highways have sustained damage and are in need of repair or replacement; and

WHEREAS, an additional location of guardrail has been identified as necessary on Smithville Road (C.H. D52); and

WHEREAS, your Infrastructure Committee, having considered the economic effects of the project, believes that the best interests of Peoria County will be served by appropriating $250,000.00 for guardrail repairs, replacement, and installation construction, designated as Section 21-00187-00-GR.

NOW THEREFORE BE IT RESOLVED, that the sum of $250,000.00 be appropriated from the County Motor Fuel Tax fund for the purpose of construction of Section 21-00187-00-GR.

BE IT FURTHER RESOLVED, that the County Treasurer be authorized to issue checks from the County Motor Fuel Tax Fund in payment of estimates for the construction.

Respectfully submitted,

Infrastructure Committee
AGENDA BRIEFING

COMMITTEE: Infrastructure LINE ITEM: 036-2-036-5-514-55105
MEETING DATE: April 25, 2022 AMOUNT: $1,000,000.000

ISSUE: Resolution for Motor Fuel Tax Appropriation for pavement resurfacing on Cedar Hills Drive.

BACKGROUND/DISCUSSION: Cedar Hills Drive between IL Route 40 and Bristol Hollow Road is a 0.8-mile-long curvy section of road with a large hill that descends to a bridge that crosses Dickison Run Creek. The road is a two (2) lane road until the hill, where a third lane consisting of a truck lane is constructed. The road carries 3,500 vehicles per day. Due to the nature of the curves and hill, the roadway is salted heavily in the winter to allow safe travel on Cedar Hills Drive, which leads to deterioration of the pavement. The existing asphalt pavement is in poor condition with a 2020 Pavement Condition Index (PCI) rating of 50. The paved shoulders are failing, and the Highway Department Maintenance crews are constantly patching the roadway. The road is rough, cracked, and in need of resurfacing.

Plans are being developed for the project, and a bid letting is scheduled for June 10, 2022. The project will be funded with Motor Fuel Tax funds, and an appropriation of funds is required prior to letting.

This resolution will appropriate Motor Fuel Tax funds for construction of the project.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION: Approved 4/25/22 (5-0 votes) Ms. Pastucha voted aye via teleconference

PREPARED BY: Jeffrey D. Gilles
DEPARTMENT: Highway DATE: April 8, 2022
CEDAR HILLS DRIVE LOCATION MAP (PAGE 1 OF 2)
CEDAR HILLS DRIVE LOCATION MAP (PAGE 2 OF 2)
Resolution for Improvement
Under the Illinois Highway Code

Is this project a bondable capital improvement?
Yes ☐ No ☑

Resolution Type          Resolution Number          Section Number
Original                  1-00018-00-RS

BE IT RESOLVED, by the Board of the County of Peoria Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Length (miles)</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cedar Hills Drive</td>
<td>0.8</td>
<td>C.H. D28</td>
<td>IL Route 40</td>
<td>Bristol Hollow Road</td>
</tr>
</tbody>
</table>

For Structures:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Existing Structure No.</th>
<th>Route</th>
<th>Location</th>
<th>Feature Crossed</th>
</tr>
</thead>
</table>

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of hot-mix asphalt mill and overlay and other related work.

2. That there is hereby appropriated the sum of one million and 00/100$1,000,000.00 for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Rachael Parker, Clerk in and for said County of Peoria in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Board of Peoria at a meeting held on May 12, 2022. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of .

(SEAL)

Clerk Signature  Date

Approved

Regional Engineer
Department of Transportation  Date
Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax (MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement? Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type From the drop down box choose the type of resolution:
  - Original would be used when passing a resolution for the first time for this project.
  - Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
  - Amended would be used when a previously passed resolution is being amended.

Section Number Insert the section number of the improvement the resolution covers.

Governing Body Type From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA Insert the name of the LPA.

Contract or Day Labor From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:
Name Street/Road Insert the name of the Street/Road to be improved. For additional locations use the Add button.
Length Insert the length of this segment of roadway being improved in miles.
Route Insert the Route Number of the road/street to be improved if applicable.
From Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.
To Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:
Name Street/Road Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.
Existing Structure No. Insert the existing structure number this resolution covers, if no current structure insert n/a.
Route Insert the Route number on which the structure is located.
Location Insert the location of the structure.
Feature Crossed Insert the feature the structure crosses.
1 Insert a description of the major items of work of the proposed improvement.
2 Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().
Instructions for BLR 09110 - Page 2 of 2

Name of Clerk

Insert the name of the LPA clerk.

LPA Type

Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Governing Body Type

Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

Name of LPA

Insert the name of the LPA.

Date

Insert the date of the meeting.

Day

Insert the day Clerk is signing the document.

Month, Year

Insert the month and year of the Clerk's signature.

Seal

The Clerk shall seal the document here.

Clerk Signature

Clerk shall sign here.

Approved

The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office.

Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

Motor Fuel Tax appropriation for pavement resurfacing of Cedar Hills Drive.

RESOLUTION

WHEREAS, the pavement on Cedar Hills Drive between IL Route 40 and Bristol Hollow Road is in poor condition; and

WHEREAS, your Infrastructure Committee, having considered the economic effects of the project, believes that the best interests of Peoria County will be served by appropriating $1,000,000.00 for pavement resurfacing, shoulder repair, and other related work on Cedar Hills Drive, designated as Section 21-00018-00-RS.

NOW THEREFORE BE IT RESOLVED, that the sum of $1,000,000.00 be appropriated from the County Motor Fuel Tax fund for the purpose of construction of Section 21-00018-00-RS; and

BE IT FURTHER RESOLVED, that the County Treasurer be authorized to issue checks from the County Motor Fuel Tax Fund in payment of estimates for the construction.

Respectfully submitted,

Infrastructure Committee
ISSUE:
Peoria County Courthouse Fire Alarm Inspection Contract

BACKGROUND/DISCUSSION:
The current fire alarm inspection contract with Johnson Controls has expired. Johnson Controls is proposing a new 5-year contract beginning 5/1/22 and expiring 4/30/27.

The annual cost for the contract is:
- 5/01/22 – 4/30/23: $5,298.28
- 5/01/23 – 4/30/24: $5,457.23
- 5/01/24 – 4/30/25: $5,620.95
- 5/01/25 – 4/30/26: $5,789.58
- 5/01/26 – 4/30/27: $5,963.27

STAFF RECOMMENDATION: Approve the County Administrator to sign a new 5-year contract with Johnson Controls for the Peoria County Courthouse annual fire alarm inspection, after review and approval from the Peoria County States Attorney Office. The contract will be paid annually from line item 001-1-005-7-780-54312 for a total of $28,129.30.

COMMITTEE ACTION: Approved 4/25/22 (5-0 votes) Ms. Pastucha voted aye via teleconference

PREPARED BY: Mark Little, Chief Information Officer
DEPARTMENT: IT Services
DATE: March 28, 2022
**INVESTMENT SUMMARY**

*Excludes applicable Sales Tax, Service Solution Valid for 45 Days*

<table>
<thead>
<tr>
<th>SERVICE/PRODUCT DESCRIPTION</th>
<th>QUANTITY</th>
<th>FREQUENCY</th>
<th>INVESTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SYSTEM-FA-MVS NON PROG</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MULTI-VENDOR OTHER NON PROGRAMMABLE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Main Fire Alarm Panel</td>
<td>2</td>
<td>Annual</td>
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</tr>
<tr>
<td>Remote Power Supply/NAC Extender</td>
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<td>Annual</td>
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<tr>
<td>Fire Alarm Battery Test (each)</td>
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<td>Semi-Annual</td>
<td></td>
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<tr>
<td>Digital Alarm Communicator Transmitter (DACT)</td>
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<td>Annual</td>
<td></td>
</tr>
<tr>
<td>Annunciator</td>
<td>3</td>
<td>Annual</td>
<td></td>
</tr>
<tr>
<td>Smoke Sensor Addressable</td>
<td>256</td>
<td>Annual</td>
<td></td>
</tr>
<tr>
<td>Heat Detector Restorable</td>
<td>50</td>
<td>Annual</td>
<td></td>
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<tr>
<td>Duct Sensor Addressable</td>
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<td>Annual</td>
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<tr>
<td>Beam Detector Conventional</td>
<td>3</td>
<td>Annual</td>
<td></td>
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<tr>
<td>Pull Station</td>
<td>55</td>
<td>Annual</td>
<td></td>
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<tr>
<td>Audio-Visual Unit Addressable</td>
<td>318</td>
<td>Annual</td>
<td></td>
</tr>
<tr>
<td>Door Holder</td>
<td>11</td>
<td>Annual</td>
<td></td>
</tr>
<tr>
<td>Remote LED Test Station</td>
<td>22</td>
<td>Annual</td>
<td></td>
</tr>
<tr>
<td><strong>FIRE ALARM ESSENTIAL SERVICE OFFER</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FIRE ALARM ESSENTIAL SERVICE OFFER**  
**Total:**  \$5,298.28
SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Fire Alarm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peoria County Court House - Administration</td>
<td>324 Main St Ste 502,</td>
<td>Peoria</td>
<td>IL</td>
<td>61602</td>
<td>$5,298.28</td>
</tr>
</tbody>
</table>

Customer Portal (Basic) - SYSTEM-FA-MVS NON PROG

Basic Customer Portal functionality will be provided.

FIRE ALARM ESSENTIAL SERVICE OFFER - SYSTEM-FA-MVS NON PROG

TEST AND INSPECTION:
Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. System labor discount on parts and peripherals of 10%. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:
Accessible components and devices logged for:
- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

System parts discount on parts and peripherals of 10% - SYSTEM-FA-MVS NON PROG

System parts discount on parts and peripherals of 10%

System labor discount of 10% - SYSTEM-FA-MVS NON PROG

System labor discount of 10%
SPECIAL PROVISIONS

These inspections will be conducted during normal business hours: Monday through Friday from 8am to 5pm. The dates and times will be agreed upon by the customer, as the judges will have to be notified previous to sounding any alarms, so not to disrupt any court rooms that are in session.
SERVICE SOLUTION

This Service Solution (the “Agreement”) sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to Peoria County Court House - Administration and is effective 1-May-22 (the “Effective Date”) to 30-Apr-27 (the "Initial Term"), Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

Remit To: Johnson Controls Fire Protection LP (f/k/a SimplexGrinnell LP)
Dept. CH 10320
Palatine, IL 60055-0320

PAYMENT FREQUENCY: Annual In Advance

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $5,298.28 - Proposal #: CPQ-206905

PAYMENT SUMMARY:

<table>
<thead>
<tr>
<th>Year</th>
<th>Term</th>
<th>Total Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>05/01/2022 - 04/30/2023</td>
<td>$5,298.28</td>
</tr>
<tr>
<td>2</td>
<td>05/01/2023 - 04/30/2024</td>
<td>$5,457.23</td>
</tr>
<tr>
<td>3</td>
<td>05/01/2024 - 04/30/2025</td>
<td>$5,620.95</td>
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<tr>
<td>4</td>
<td>05/01/2025 - 04/30/2026</td>
<td>$5,789.58</td>
</tr>
<tr>
<td>5</td>
<td>05/01/2026 - 04/30/2027</td>
<td>$5,963.27</td>
</tr>
</tbody>
</table>

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.
Multi Year Contract Rider
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials: ____________________________________________

Peoria County Court House - Administration
Signature: ____________________________________________
Print Name: ____________________________________________
Title: ____________________________________________
Phone #: ____________________________________________
Fax #: ____________________________________________
Fax #: ____________________________________________
Email: ____________________________________________
PO#: ____________________________________________
Date: ____________________________________________

Johnson Controls Fire Protection LP
Signature: Beau Barnes
Print Name: ____________________________________________
Phone #: ____________________________________________
Fax #: ____________________________________________
License #: ____________________________________________
Authorized Signature: ____________________________________________
Print Name: ____________________________________________
Title: ____________________________________________
Date: ____________________________________________

CUSTOMER APPROVAL:

Please check the applicable box indicating Customer Purchase Order (PO) requirements:

- No PO Required
- Single PO Required for Initial Term
- Annual PO Required
1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, unless either party in writing notifies the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payment terms are due upon confirmation for all services and equipment acquired. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by law. Under applicable law, until payment is made, Company agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay all taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to services already covered by the Renewal Term not later than thirty (30) days prior to the start of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer, at any time prior to shipment and regardless of Customer's acceptance of Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in labor, labor, taxes, duties, tariffs or quotas, acts of government, any similar changes, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability: Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering the balancing various service levels and price to provide protective services. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for losses or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company does no guarantee or warranty, including but not limited to, merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to be at the actual occurrences, if any, which exactly result from failure of the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 8 hereof. This Agreement shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREBEFORER DEFINED, OR OF ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, including, but not limited to, any incidental, consequential, punitive or indirect damages of any kind, (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber- attack, hacking or failures or interruptions to network, computer system or computer systems or software. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. § 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 235 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an Act of Terrorism as defined in 6 C.F.R. 235. Certain QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including, but not limited to, interest and fees and costs, and expenses (including reasonable attorneys’ fees) incurred by Company in connection with (a) claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence) or strict liability, or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 8 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed, unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENTS, OR ADDITIONS TO COMPONENTS OR ACTIVITIES WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER, COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DEFICIENCY FAILURE. COMPANY'S RESPONSIBILITY FOR ANY DEFICIENCY FAILURE IS THE EXPRESSION OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING AND PLUMBING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer’s attention. This Agreement addresses existing system deficiencies as of the Agreement date as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:
- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment; and
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-up, to protect information, including without limit data, software, or files (collectively “Data”) prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment that constitute the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The Covered System(s) ("Equipment") (as defined but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hose(s)) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is not part of the Covered System(s), which is provided by Company, or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), as identified by Company or Company’s representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.
System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company’s then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended or implied to reply that no defects or impairments exist that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire or deliver steel, plastic or other materials or commodities, if required by work performed by Agreement, Customer herein agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company’s then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer’s knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume, or the creation of an oxygen-deficient atmosphere may occur,
- Permit confined space,” as defined by OSHA for work Company performs in the United States;
- Risk of infectious disease;
- Need for monitoring, respiratory protection, or other medical risk; or
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are herein referred to as “Hazardous Conditions.” Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until such time as made safe by Company as certified in writing by an independent testing agency, and Company shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company’s personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applying to governmental contractors or subcontractors, including, without limitation, President’s Executive Order 14042 (“Ensuring Adequate COVID Safety Protocols for Federal Contractors”) and Federal Acquisition Regulation (FAR) 52.223-99 (“Ensuring Adequate COVID Safety Protocols for Federal Contractors”). Any such requirement shall only apply to Company’s personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer’s system by way of education, remote assistance and training that does not require programming changes to the Customer’s panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshooting wiring issues; programming changes to the Customer’s panel, including, without limitation, adding, deleting, relocating, re-locating, re-hashing or adding a device to the current system. Company understands and agrees that, while Remote Service provides for communication regarding Customer’s fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Company understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. Customer further understands and agrees that THE TERMS OF SECTION 16 OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data for Customer’s Covered Equipment, as applicable, and to remotely monitor fire systems, as applicable, to assist JCI in advising Customer on such equipment’s health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow JCI to install diagnostic sensors in the communication hardware (“Gateway Device”) or Customer will supply a network connection suitable to enable communication with Customer’s Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service’s mobile website. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company may use the Connected Fire Sprinkler Services or Connected Fire Alarm Services to remotely operate or make changes to Customer’s Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer’s site, then the Customer will pay JCI at JCI’s then-current standard applicable contract regular time and/or overtime rate for such services. Company makes no warranty guarantee related to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury or damage or failure of the customer equipment arising from the pro-active health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 18 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPINKERL SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Company’s Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company’s Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard(s) are located at http://www.johnswelccerted.com/building/legal/digital/termino.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Customer’s sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact(s)/Call List and/or Local Emergency Dispatching Authority and/or responding authorities. Upon receipt of an alarm signal, Company, may, at its sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event the Contact is contacted or failure of the Customer’s equipment or telephone fails to promptly notify one of the Contacts. Company shall not be responsible for a Contact’s or responding authority’s refusal to acknowledge/respond to Company’s notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company’s ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings, implementation of a "partial clear" messaging and monitoring center measures in any area of the country where we have the sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM OR THE SYSTEM TO BE ALERTED OF A TRUE ALARM.

B. Limitation of Liability, Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that offers several levels of Monitoring Services and that

LIMITATIONS OF REMEDY

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designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company’s liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred dollars ($2,500.00) or such other amount as agreed upon damages and not as a result of Customer’s sole remedy. Such sum shall be complete and exclusive. In NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICE, ALTERATIONS, MODIFICATIONS, CHANGES, OR REPAIRS OF COMPANY’S COVERED SYSTEM(S) AS HEREINAFTER DEFINED OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages for loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (b) business interruption; or (c) data loss or other losses arising from viruses, transmittal errors, cyber-attacks, failures or interruption of Internet or Internet Systems, as hereinafter defined; or ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnification. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement. Whether such losses are based upon warranty, tort (including limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer’s general liability, products liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company’s Central Monitoring Center.

E. Customer’s Duties. In addition to Customer’s duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer’s premises and/or that should be notified in the event of an alarm (the ContactList) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in a timely manner. Customer agrees to ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall cause or have tested the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer’s system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer’s premises of signal or data transmission through any media, Customer shall notify Company immediately. If any defective operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer’s premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heating, air conditioning, candles, soaps, balls, animals and other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider or company or other utility for installation, leasing and service charges of telephone lines connected to Customer’s premises to Company from Customer’s premises to Company are transmitted over Customer’s telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on “vacation,” or otherwise interrupted, signals from Customer’s alarm equipment may not be transmitted by Company and/or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the associated costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities. 

i. Authorization. Customer authorizes Company, on Customer’s behalf, to request services, orders and equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as “Communication Company”). Should any third-party service, equipment or facility be required to perform the Monitoring Services, Company will bear the sole cost or be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company’s services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company’s service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that if the Communication Company’s liability is limited to the same extent Company’s liability is limited pursuant to this Section 17.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO TRANSMIT SECURITY SIGNAL OVER CUSTOMER’S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWN TIME, INSTABILITY OF ROUTING PROTOCOLS, INABILITY TO UNDERSTAND OR OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. (“NON-TRADITIONAL TELEPHONE SERVICE”)) INCLUDING BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER’S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER’S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY’S MONITORING CENTER AND THAT COMPANY’S TELEPHONE SERVICE’S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER’S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY’S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT MAY NOT PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK- UP SYSTEM FOR CUSTOMER’S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER’S NON-TRADITIONAL TELEPHONE SERVICE IS NOT COMPATIBLE, OR IF COMPANY DETERMINES THAT CUSTOMER’S NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO COMMUNICATE CUSTOMER’S ALARM SIGNAL TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER’S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Service, Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (“Runner Service”) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable, that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience disruption or shutdown due to a variety of reasons, whether or not our fault or under Company’s control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as distance, weather, traffic, location, alarm system equipment function and human factors, both with responding authorities and with Company, may affect response.

19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIALS, INCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided through the third. Insured, and Company will transfer the benefits, together with all limitations, of that manufacturer’s warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.
Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services Use, Implementation, and deployment of the software and hosted software products (“Software”) offered under these terms shall be subject to, and governed by, Company’s standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the “Software Terms”). The Software Terms shall be incorporated herein by reference.

Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold, and is not a conflict between the terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to in writing, the following applies: a Subscription for Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a “Subscription”). Each Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the “Subscription Start Date”) and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Subscription, such Subscription will automatically renew for consecutive one (1) year terms (each a “Renewal Subscription Term”), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid non-refundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, each Renewal Subscription Term shall be priced at an amount not less than the applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.


Company shall be entitled to extend the delivery date by the amount of time that the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company’s cost to perform the services, Company is obligated to reimburse Customer for such increased costs, including, but not limited to: costs of labor, materials, parts, shipping, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; recharging of, and upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer’s premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning; electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct sensors, beam detectors, and UVIR equipment; provision of fire watches; clearing of ice blockage; drainage of improperly pitched pipe systems; recharging of, and upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC"); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system proliferation; system redundancy; blanks for the replacement of components or parts. All services may be provided by JCI at JCI’s sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company’s performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer’s premises or unavailability of parts.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer, (f) any Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and due to become due under this Agreement to be immediately due and payable, (iii) receive any interest or possession of any equipment, (iv) lien and/or sale of any equipment or to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys’ fees, in connection with enforcing or attempting to enforce this Agreement.

31. Year Limitation on Actions; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company’s claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Company may not assign this Agreement without Company’s prior written consent. Company may assign this Agreement without obtaining Customer’s consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Rider(s) thereto, collectively the “Agreement”, to be the final agreement between them and supersede all prior understandings or agreements between the parties, written or oral, and shall constitute the sole term and conditions relating to the Services. No waiver, change, or modification of this Agreement will be effective unless in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Company agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Company agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Company agrees that Company’s receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation. Company agrees that any full or partial termination of this Agreement by Customer before the expiration of the then-current term, failure of Customer to pay any amount when due and payable, abuse of the System or the Equipment, dissolution, termination, discontinuance, insolvency or business failure of Customer, any Event of Default, Company may pursue one or more of the following remedies, discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and due to become due under this Agreement to be immediately due and payable, receive any interest or possession of any equipment, lien and/or sale of any equipment or to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys’ fees, in connection with enforcing or attempting to enforce this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. Company as Processor. Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at https://www.johnsoncontrols.com/dpa shall apply. B. Company as Controller: Company will collect, process and transfer certain personal data on behalf of Customer (the “Customer Data”) in the course of providing the Services. Where the Company Process Customer Data, Company agrees that the Company will factually act as a “Processor” as defined in the GDPR (translation: the Company only processes personal data as directed by Customer). Customer acknowledges and agrees that the Company is a Data Processor for the purposes of the GDPR and the Privacy and Electronic Communications Directive (2002/58/EC) in respect of the Customer Data. Company will take all necessary measures to protect the Customer Data from unauthorized access, loss, destruction, alteration or disclosure. Customer acknowledges and agrees that the Customer Data processed by the Company may be transferred to countries outside the European Union (including the United States) where they may be processed and stored. Customer understands and agrees that the Company may outsource processing of the Customer Data to a third party. Company may process the Customer Data of a customer within the United States to a Data Processor under the Privacy Shield Framework, which is certified as compliant with the requirements of the GDPR by the US Department of Commerce.

39. License Information (Customers). See “Privacy” above. Electronic Software Downloaded by Customer of Licensure 7566 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 284-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, F1 State
Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your County Infrastructure Committee does hereby recommend passage of the following Resolution:

RE: Peoria County Courthouse Fire Alarm Inspection Contract

RESOLUTION

WHEREAS, the current fire alarm inspection contract with Johnson Controls has expired.

WHEREAS, Johnson Controls is proposing a new 5-year contract beginning 5/1/2022 and expiring 4/30/2027.

WHEREAS, the Infrastructure Committee met on April 25th, 2022 to consider staff recommendation to approve acceptance of the contract proposed by Johnson Controls.

NOW THEREFORE BE IT RESOLVED, the Peoria County Board, approve the County Administrator to sign a new 5-year contract with Johnson Controls for the Peoria County Courthouse Fire Alarm inspection, after review and approval from the Peoria County States Attorney Office. The contract will be paid annually from line item 001-1-005-7-780-54312 for a total of $28,129.30.

RESPECTFULLY SUBMITTED,
INFRASTRUCTURE COMMITTEE
ISSUE:
Peoria County Jail 2022 Competitive Large Incentive Project (CLIP)

BACKGROUND/DISCUSSION:
Peoria County Facilities and Sustainability & Resource Conservation staff worked with Ameren approved vendor ECSI to apply for Ameren Illinois’ Competitive Large Incentive Project (CLIP) in September 2021. The CLIP program allows organizations to apply for additional dollars through a competitive process. In February, the application received pre-approval for upgrades at the Jail to include:

- Furnish, install, and configure an insertion-style flow meter for the CHW loop to ensure proper flow to centrifugal chillers.
- Furnish, install, and configure a new differential pressure transducer on the CHW loop to properly control the loop pumps based on pressure.
- Furnish, install, and configure a new 2-way bypass control valve in the CHW loop to ensure minimum flow in the loop.
- Upgrade of controls on twenty-two (22) VAV terminals served by AHU-13&14.
  - New controllers and room temperature sensors will be installed to match the existing control system in the rest of the jail
  - Existing Control valves to be re-used to control cost.
- Installation and programming to the existing WebCTRL building automation system.

Suggested chilled water updates will allow for improved flow and temperature control across the chiller and air handling units, reducing energy demands; while VAV controls will allow for better management of temperature with occupancy shifts or demands.

### Pricing Breakdown

<table>
<thead>
<tr>
<th>Base Pricing</th>
<th>Utility Incentive</th>
<th>Out-of-Pocket (PO Amount)</th>
</tr>
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<tbody>
<tr>
<td>$72,280.00</td>
<td>$25,659.62</td>
<td>$46,620.38</td>
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### Annual Energy Savings

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<tr>
<th>kWh Savings</th>
<th>Electrical Savings</th>
<th>Therm Savings</th>
<th>Gas Savings</th>
<th>Total Energy Savings</th>
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<tr>
<td>94,014.00</td>
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<td>9,148.00</td>
<td>$5,841.00</td>
<td>$12,327.97</td>
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### Incentives and Paybacks

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<tr>
<th>Electric Custom Incentive</th>
<th>Gas Custom Incentive</th>
<th>Early Completion</th>
<th>Total Incentive</th>
<th>Total Out of Pocket</th>
<th>Payback without Incentive</th>
<th>Payback with Incentives</th>
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<tr>
<td>$20,944.58</td>
<td>$3,493.16</td>
<td>$1,221.88</td>
<td>$25,659.62</td>
<td>$46,620.38</td>
<td>5.86</td>
<td>3.78</td>
</tr>
</tbody>
</table>
COUNTY BOARD GOALS:

FINANCIAL STABILITY

STAFF RECOMMENDATION: Approve the County Administrator to issue a purchase order to Environmental Control Solutions for the Peoria County Jail 2022 Competitive Large Incentive Project. The project will be paid from line item 06240623301-55107 for a total of $46,620.38

COMMITTEE ACTION: Approved 4/25/22 (5-0 votes) Ms. Pastucha voted aye via teleconference

PREPARED BY: Becca Cottrell & Mark Little
DEPARTMENT: SRC & Facilities
DATE: April 13, 2022
Date: March 3rd, 2022

To: Shawn Stanley
Utilities Supervisor

Project: Peoria County Jail – CLIP 2022

On the behalf of Automated Logic Corporation (or ALC), Environmental Control Solutions Inc (or ECSI) is pleased to offer for your consideration the following scope of work.

Scope of Work:
➢ Furnish, install, and configure an insertion-style flow meter for the CHW loop to ensure proper flow for the centrifugal chillers.
➢ Furnish, install, and configure a new differential pressure transducer on the CHW loop to properly control the loop pumps based on pressure.
➢ Furnish, install, and configure a new 2-way bypass control valve in the CHW loop to ensure minimum flow in the loop.
➢ Upgrade of controls on twenty-two (22) VAV terminals served by AHU-13 & 14.
  o New controllers and room temperature sensors will be installed to match the existing control system in the rest of the jail.
  o Existing control valves to be re-used to conserve cost.

WebCTRL Building Automation System
➢ ECSI will provide the necessary system design and programming labor to add the installation to the existing WebCTRL® building automation system.
➢ Control system record drawings will be produced and provided to BU following the completion of the project. Three (3) hard copies and one (1) electronic copy will be produced.

Pricing Breakdown:

<table>
<thead>
<tr>
<th>Scope</th>
<th>Base Pricing</th>
<th>Utility Incentive</th>
<th>Out-of-Pocket (PO Amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy Improvement Measures</td>
<td>$ 72,280.00</td>
<td>$ 25,659.62</td>
<td>$ 46,620.38</td>
</tr>
</tbody>
</table>
Exclusions

1. Premium Labor.
2. Any equipment not specifically noted as being supplied by ECSI.
3. Mechanical system testing and balancing.
4. Bid Bond.
5. Taxes.

Respectfully,

Erik Fehl
Vice President - Environmental Control Solutions, Inc.
efehl@ecsi-alc.com email | (309)683-5252 desk | (309)713-1800 fax
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your County Infrastructure Committee does hereby recommend passage of the following Resolution:

RE: Peoria County Jail 2022 Competitive Large Incentive Project (CLIP)

RESOLUTION

WHEREAS, Peoria County Facilities and Sustainability & Resource Conservation staff worked with Ameren approved vendor ECSI to apply for Ameren Illinois’ Competitive Large Incentive Project (CLIP) in September 2021.

WHEREAS, The CLIP program allows organizations to apply for additional dollars through a competitive process. In February, the application received pre-approval for upgrades at the Jail to include:

- Furnish, install, and configure an insertion-style flow meter for the CHW loop to ensure proper flow to centrifugal chillers.
- Furnish, install, and configure a new differential pressure transducer on the CHW loop to properly control the loop pumps based on pressure.
- Furnish, install, and configure a new 2-way bypass control valve in the CHW loop to ensure minimum flow in the loop.
- Upgrade of controls on twenty-two (22) VAV terminals served by AHU-13&14.
  - New controllers and room temperature sensors will be installed to match the existing control system in the rest of the jail
  - Existing Control valves to be re-used to control cost.
- Installation and programming to the existing WebCTRL building automation system.

WHEREAS, The base price for the project is $72,280, the utility incentives are $25,659.62 for a total out-of-pocket of $46,620.38.

WHEREAS, The estimated total energy savings for this project is $12,327.97.

WHEREAS, The estimated payback with the incentives is 3.78 years.

NOW THEREFORE BE IT RESOLVED, the Peoria County Board, approve the County Administrator to issue a purchase order to Environmental Control Solutions for the Peoria County Jail 2022 Competitive Large Incentive Project. The project will be paid from line item 06240623301-55107 for a total of $46,620.38.

RESPECTFULLY SUBMITTED,
INFRASTRUCTURE COMMITTEE
PEORIA COUNTY BOARD APPOINTMENTS
May 12, 2022

*Subject to Change*

Board of Review & Assessments
(Length of Term: 2 years)
Chad Jones
212 W. Barrington Road
Peoria IL 61614
Expiring: 5/31/2024

Chillicothe Community Fire Protection District
(Length of Term: 3 years)
Jon Duvall
108 White Clover Dr.
Chillicothe IL 61523
Expiring: 5/6/2025

Greater Peoria Sanitary & Sewage District
(Length of Term: 3 years)
Stephen Morris
4205 N. Golfcrest Lane
Peoria IL 61614
Expiring: 5/6/2025

Sheriff's Merit Commission
(Length of Term: 6 years)
Thomas Kahn
7100 N. Fox Point Drive, Apt. 11
Peoria IL 61614
Expiring: 5/31/2028

Zoning Board of Appeals
(Length of Term: 5 years)
John Harms
9153 N. Picture Ridge Road
Peoria IL 61615
Expiring: June 1, 2027

Randy Weber
6404 N. Fox Chapel Trail
Edwards, IL 61528
Expiring: June 1, 2027
Replacing: Andrew Keyt

Rob Asbell
17115 W. Brimfield Rd.
Brimfield IL 61517
Expiring: June 1, 2027
Board of Health  
(Length of Term: 3 years)
Aloysia Mitchell  
2021 W. Richwoods Blvd.  
Peoria IL 61604  
Expiring: 6/30/2022

Rahmat Na'Allah, MD, MPH  
17033 N. Trail View Drive  
Dunlap IL 61525  
Expiring: 6/30/2022

Jubilee Churchyard Cemetery Association  
(Length of Term: 6 years)
Anthony Blodgett  
11511 W. Jubilee College Rd.  
Brimfield IL 61517  
Expiring: 6/30/2022

Lisa Sandall  
12801 W Legion Hall Rd  
Princeville IL 61559-9177  
Expiring: 6/30/2022

Richard Joyce  
11428 W. Grange Hall  
Brimfield IL 61517  
Expiring: 6/30/2022

Peoria County Plat Officers  
(Length of Term: 2 years)
Kathi Urban  
324 Main Street, Room 301  
Peoria IL 61602-2332  
Expiring: 6/1/2022

Springdale Cemetery Committee  
(Length of Term: 4 years)
Henry Blackwell  
6305 N. Jamestown Rd.  
Peoria IL 61615  
Expiring: 6/30/2022
Tri-County Regional Planning Commission
(Length of Term: 1 year)
Donald White
302 Second
Chillicothe IL 61523
Expiring: 6/30/2022
**AGENDA BRIEFING**

<table>
<thead>
<tr>
<th>COMMITTEE:</th>
<th>Land Use</th>
<th>LINE ITEM:</th>
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<tr>
<td>MEETING DATE:</td>
<td>April 25th, 2022</td>
<td>AMOUNT:</td>
<td>N/A</td>
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</table>

**ISSUE:** ZBA Case #ZBA-2022-023. A Special Use as required in Section 20-5.2.2.2.b of the Unified Development Ordinance. This section allows for a special use for private airports, landing fields and heliports, provided that the location and layout plan have been approved by the Department of Aeronautics of Illinois or the Federal Aviation Administration (FAA), and if within its jurisdiction, the Metropolitan Airport Authority of Peoria. The petitioner proposes to construct a Restricted Landing Area in the “A-2” Agricultural Zoning District.

**BACKGROUND/DISCUSSION:** This case is in District #15, which is County Board member Steven Rieker’s district. The petitioner, Nate’s Awesome, LLC, requests a Special Use to construct a Restricted Landing Area (RLA) in the “A-2” Agricultural Zoning District. The restricted land area will be 1,000 feet in length and 100 feet in width with an east-west orientation spanning four different parcels. The subject parcels consist of a 29-acre tree farm, operated by JFH Nursery Series. The subject parcels are located on N. Route 91 in the Southeast Quarter of Section 02 in Kickapoo Township. There are 0 consents and 1 objection on file. All four subject parcels are zoned “A-2”. The parcels to the south and east of the subject parcels are also zoned “A-2” Agricultural. The parcels to the north and west of the subject parcels are within the limits of the City of Peoria. To the south, east, and west of the subject parcels is land used for agricultural purposes. Directly north of the subject parcel is an OSF Healthcare Campus. Within a half-mile radius of the RLA are various urban land uses that include a church, assisted living facility, additional healthcare buildings, and industrial uses. The petitioner’s request is compatible with surrounding urban land uses. Section 20-5.2.2.2.b of the Unified Development Ordinance (UDO) allows for a special use for airports, private land fields, and heliports provided that: the location and layout plan have been approved by the Department of Aeronautics of Illinois or the Federal Aviation Administration (FAA), and if within its jurisdiction, the Metropolitan Airport Authority of Peoria. The petitioner submitted documentation showing the correspondence of these aforementioned organizations. Troy Reiser, of the Illinois Department of Transportation, Division of Aeronautics, commented although it appears the proposed location of the RLA meets the minimum safety standards required by the State and FAA, the FAA will issue a separate determination. Jeffery Hurst, of the Federal Aviation Administration issued a letter of no objection but did recommend the following conditions: avoiding flights over the Louisville Slugger Sports Complex to the west of the proposed location, the power lines to the west of the runway should be marked with orange aviation spheres and recommends that on an annual basis the petitioner reexamine the area around the runway for obstacles (trees, new constructions, etc.) to mitigate safety hazards. Finally, Gene Olson of the Metropolitan Airport Authority, stated no objections provided the petitioner comply with all the recommendations set forth by the Illinois Department of Transportation, Division of Aeronautics and FAA. The petition states that the noise level of the proposed use is less than 80 decibels, similar to a passenger car going 65 mph at 25 feet or diesel truck going 40 mph at 50 feet. The proposed location of the RLA is approximately 300 feet to the west of Route 6, therefore the proposed use would create similar noise levels as the highway making the noise impacts of the proposed use minimal to the surrounding area. Also, according to the petitioner, there will be no lights present at the airstrip as the petitioner’s aircraft is not permitted to fly at night. No conditions were found that would cause the Health Department to recommend denial of the request. The subject parcel has road frontage along N. Route 91, a state route. The proposed use will be accessed from a gravel drive off N. Route 91. No new access points are proposed at this time. According to 2017 IDOT Traffic Map there are a total of 8,500 vehicle trips per day along N. Route 91. As the petitioner’s residence is adjacent to the subject parcel and he will be the sole user of the RLA, there should be minimal transportation impacts to the surrounding area. The County Highway Department will defer to the Illinois Department of Transportation as Illinois State Route 91 and Route 6 are maintained by the State of Illinois. IDOT commented that due to the change in use at the property the existing entrance on the southwest corner of the parcel along N. Route 91 must be upgraded to current commercial-use standards. The Future Land Use Form Map in the Peoria County Comprehensive Land Use Plan designates this area as Urban. The Urban Land Use Form offers a broad range of land uses and generally display a mix of developments. Urban areas also have more intense uses such as light industrial and commercial areas, which an RLA would be compatible within these types of uses. The request is consistent with the Peoria County Comprehensive Land Use Plan. The boundary of the subject parcels to the north and west are adjacent to the City of Peoria, the coordination of land uses with municipalities within 1.5 miles of Peoria County is essential in urban land use designations. The City of Peoria stated they have no objections regarding the petition.

**COUNTY BOARD GOALS:**

**STAFF RECOMMENDATION:** Approval with the follow restriction:

1. The petitioner shall apply for a new Highway Permit and construct a proper commercial entrance along N. Route 91 per IDOT requirements, on the southwest corner of Parcel ID: 13-02-400-029.

**ZBA RECOMMENDATION:** Approval with restriction(6-0)

**COMMITTEE ACTION:** Approval with restriction (7-0) (Mr. Elsasser voted via teleconference)

**PREPARED BY:** Jack Weindel, Planner I

**DEPARTMENT:** Planning & Zoning

**DATE:** April 14th, 2022
# Amended Report to the Zoning Board of Appeals for the April 14, 2022 - Public Hearing

**Date:** April 6, 2022  
**Case/Petitioner:** ZBA-2022-023 Nate’s Awesome LLC, 8408 N. Route 91, Peoria, IL 61615  
**Request:** A Special Use as required in Section 20-5.2.2.2.b of the Unified Development Ordinance. This section allows for a special use for private airports, landing fields and heliports, provided that the location and layout plan have been approved by the Department of Aeronautics of Illinois or the Federal Aviation Administration (FAA), and if within its jurisdiction, the Metropolitan Airport Authority of Peoria. The petitioner proposes to construct a Restricted Landing Area in the “A-2” Agriculture Zoning District.  
**Location:** SE 1/4 Section 02, Kickapoo Township / 8408 N. Route 91, Peoria, IL 61615 / Parcel ID 13-02-400-029 / 13-02-400-030 / 13-02-400-042 / 13-02-400-043  
**Land Use Form:** Urban  
**Current Zoning:** “A-2” Agricultural District  
**Present Use:** Agriculture  
**Size of Site:** 29.138  
**Surrounding Zoning:**  
- North: City of Peoria  
- South: “A-2” Agricultural District  
- East: “A-2” Agricultural District  
- West: City of Peoria  
**Surrounding Land Uses:**  
- North: Institutional  
- South: Agricultural  
- East: Agricultural  
- West: Agricultural  
**Public Services:**  
- Fire: Dunlap FPD #148  
- Water: Illinois American  
- Schools: Dunlap CUSD #740  
- Sewer: Septic  
**Transportation:** N. Route 91, State Route  
**Pertinent Zoning Cases On Site:** None.  
**Pertinent Zoning Cases In Surrounding Area:** None.  
**Department of Planning and Zoning Recommendation:** *APPROVAL WITH RESTRICTIONS*
Case Analysis

Request and Location: The petitioner, Nate’s Awesome, LLC, requests a Special Use for private airports, landing fields and heliports, provided that the location and layout plan have been approved by the Department of Aeronautics of Illinois or the Federal Aviation Administration (FAA), and if within its jurisdiction, the Metropolitan Airport Authority of Peoria. The petitioner proposes to construct a Restricted Landing Area (RLA) in the “A-2” Agriculture Zoning District. The restricted land area will be 1,000 feet in length and 100 feet in width with an east-west orientation spanning four different parcels. The subject parcels consist of a 29-acre tree farm, operated by JFH Nursery Series. The subject parcels are located on N. Route 91 in the Southeast Quarter of Section 02 in Kickapoo Township.

Pertinent Zoning Cases on Site: None.

Pertinent Zoning Cases in Surrounding Area: None.

Surrounding Zoning and Land Use: The four parcels contained within the petition are zoned “A-2” Agricultural. The parcels to the south and east of the subject parcels are also zoned “A-2” Agricultural. The parcels to the north and west of the subject parcels are within the limits of the City of Peoria. To the south, east, and west of the subject parcels is land used for agricultural purposes. Directly north of the subject parcel is an OSF Healthcare Campus. Within a half-mile radius of the RLA are various urban land uses that include a church, assisted living facility, additional healthcare buildings, and industrial uses. The petitioner’s request is compatible with surrounding urban land uses. According to the petitioner, approximately 2.25 acres of the 29.138 acres will be utilized for a 1000’ x 100’ turf RLA. The remaining acreage will continue to be utilized as a tree nursery. According to the petitioner, he intends on being the sole user of the RLA as any other pilots that would want to use the RLA would need a personal invitation from the petitioner. The petition states that the hours of operation will be 6 a.m. to 10 p.m. with one or two operation days per week. Also, according to the petition, the intended size of the aircraft that will be using the airstrip are small, light, sport style aircraft; the size of the airstrip will limit the size of the aircraft that will be able to utilize the airstrip. According to the petitioner, an aircraft hangar will not be necessary as a detached garage structure would be sufficient enough to store the aircraft.

Technical Adequacy: The subject parcels are currently zoned “A-2” Agricultural. Section 20-5.2.2.2.b of the Unified Development Ordinance (UDO) allows for a special use for airports, private land fields, and heliports provided that: the location and layout plan have been approved by the Department of Aeronautics of Illinois or the Federal Aviation Administration (FAA), and if within its jurisdiction, the Metropolitan Airport Authority of Peoria.

The petitioner submitted documentation showing the correspondence of these aforementioned organizations. Troy Reiser, of the Illinois Department of Transportation, Division of Aeronautics, commented although it appears the proposed location of the RLA meets the minimum safety standards required by the State and FAA, the FAA will issue a separate determination. Jeffery Hurst, of the Federal Aviation Administration issued a letter of no objection but did recommend the following conditions: avoiding flights over the Louisville Slugger Sports Complex to the west of the proposed location, the power lines to the west of the runway should be marked with orange aviation spheres and recommends that on an annual basis the petitioner reexamine the area around the runway for obstacles (trees, new constructions, etc..) to mitigate safety hazards. Finally, Gene Olson of the Metropolitan Airport Authority, stated no objections provided the petitioner comply with all the recommendations set forth by the Illinois Department of Transportation, Division of Aeronautics and FAA.

The petition states that the noise level of the proposed use is less than 80 decibels, similar to a passenger car going 65 mph at 25 feet or diesel truck going 40 mph at 50 feet. The petitioner also submitted documents showing the noise range for small aircraft engines, similar to what will be used at the proposed RLA, to be at 70.2 decibels. The proposed location of the RLA is approximately 300 feet to the west of Route 6, therefore the proposed use would create similar noise levels as the highway. The closest residence to the proposed airstrip is owned by the petitioner, located approximately 400 feet to the west. The next closest residence is to the proposed airstrip is approximately 800 feet to the south. The noise impacts of the proposed use should be minimal to the surrounding area. Also, according to the petitioner, there will be no lights present at the airstrip as the petitioner’s aircraft is not permitted to fly at night.

Environmental Impacts: The petition states that the subject parcel is served by Illinois American water and its own private septic system. At the time of the review from the Peoria City/County Health Department found no conditions that would cause the denial of this request. However, the Health Department determined that if any plumbing is ever installed on the property, a private onsite wastewater permit will be required.
**Transportation Impacts:** The subject parcel has road frontage along N. Route 91, a state route. The proposed use will be accessed from a gravel drive off N. Route 91. No new access points are proposed at this time. According to 2017 IDOT Traffic Map there are a total of 8,500 vehicle trips per day along N. Route 91. The 8th Edition of the Trip Generation Report published by the Institute of Transportation Engineers does not have a similar use listed. The petitioner will be the sole user of the RLA. As the petitioner’s residence is adjacent to the subject parcel, there should be minimal transportation impacts to the surrounding area. The County Highway Department will defer to the Illinois Department of Transportation as Illinois State Route 91 and Route 6 are maintained by the State of Illinois. IDOT commented that due to the change in use at the property the existing entrance on the southwest corner of the parcel along N. Route 91 must be upgraded to current commercial-use standards.

**Land Use Form:** The Future Land Use Form Map in the Peoria County Comprehensive Land Use Plan designates this area as Urban. The Urban Land Use Form offers a broad range of land uses and generally display a mix of developments. Urban areas also have more intense uses such as light industrial and commercial areas, which an RLA would be compatible within these types of uses. The request is consistent with the Peoria County Comprehensive Land Use Plan. The boundary of the subject parcels to the north and west are adjacent to the City of Peoria, the coordination of land uses with municipalities within 1.5 miles of Peoria County is essential in urban land use designations. The City of Peoria stated they have no objections regarding the petition.
Conclusions

**Consistency with Adopted County Plan.** The Future Land Use Form Map in the Peoria County Comprehensive Land Use Plan designates this area as Urban. The Urban Land Use Form offers a broad range of land uses. Urban areas typically have more intense uses such as light industrial and commercial areas. The RLA is compatible with these types of uses. The request is consistent with the Peoria County Comprehensive Land Use Plan. The boundary of the subject parcels to the north and west are adjacent to the City of Peoria, the coordination of land uses with municipalities within 1.5 miles of Peoria County is essential in urban land use designations. The City of Peoria stated they have no objections regarding the petition.

**Consistency with Community Character.** The four parcels contained within the petition are zoned “A-2” Agricultural. The parcels to the south and east of the subject parcels are also zoned “A-2” Agricultural. The parcels to the north and west of the subject parcels are within the limits of the City of Peoria. To the south, east, and west of the subject parcels is land used for agricultural purposes. Directly north of the subject parcel is an OSF Healthcare Campus. Within a half-mile radius of the RLA are various urban land uses that include a church, assisted living facility, additional healthcare buildings, and industrial uses. The petitioner’s request is compatible with surrounding urban land uses.

**Minimizing Adverse Effects.** The noise impacts of the proposed use should be minimal to the surrounding area. The petition states that the noise level of the proposed use is less than 80 decibels, similar to a passenger car going 65 mph at 25 feet or diesel truck going 40 mph at 50 feet. The petitioner also submitted documents showing the noise range for small aircraft engines, similar to what will be used at the proposed RLA, to be at 70.2 decibels. The proposed location of the RLA is approximately 300 feet to the west of Route 6, therefore the proposed use would create the similar noise levels as the highway. The noise impacts of the proposed use should be minimal to the surrounding area. Also, according to the petitioner, there will be no lights present at the airstrip as the petitioner’s aircraft is not permitted to fly at night.

**Presence of Natural/Historical Resources.** The request does not impact known natural or historical resources.

**Compliance with Additional Standards.** Should the Special Use be granted, the proposed use will comply with additional standards set forth in the UDO. Any future buildings located on the subject parcels must meet zoning and building code requirements.
Staff Recommendation

Based on the above information, the Department recommends approval with restrictions:

1. The petitioner shall apply for a new Highway Permit and construct a proper commercial entrance along N. Route 91 per IDOT requirements, on the southwest corner of Parcel ID: 13-02-400-029.

Respectfully submitted,

Jack Weindel
Planner I

Kathi Urban
Director
A meeting of the Peoria County Zoning Board of Appeals was held on Thursday, April 14, 2022. The meeting was called to order by Linda O’Brien – Chairperson at 9:00 a.m.

PRESENT: Linda O’Brien – Chairperson, Greg Happ, Jim Bateman, Robert Asbell, J. Greg Fletcher, Chris Duncan

ABSENT: Andrew Keyt – Vice Chairperson, John Harms, Justin Brown

STAFF: Kathi Urban – Director
Taylor Armbruster – Planner I
Jack Weindel – Planner I
Jennie Cordis Boswell – Civil Assistant State’s Attorney
Sarah Cox – ZBA Administrative Assistant

Case No. ZBA-2022-000023 at 9:00 a.m. Hearing to be held in Room 403, of the Peoria County Courthouse, Peoria, Illinois.

Petition of NATE’S AWESOME, LLC – JFH NURSERY SERIES (A limited liability company, Nathan R. Hoerr – manager, of 8408 State Route 91, Peoria, IL 61615), acting on its own behalf, a SPECIAL USE as required in Section 20-5.2.2.2.b of the Unified Development Ordinance. This section allows for a special use for private airports, landing fields and heliports, provided that the location and layout plan have been approved by the Department of Aeronautics of Illinois or the Federal Aviation Administration (FAA), and if within its jurisdiction, the Metropolitan Airport Authority of Peoria. The petitioner proposes to construct a Restricted Landing Area in the “A-2” Agriculture Zoning District.

FINDINGS OF FACT FOR SPECIAL USES

Section 20-3.5.4

When considering an application for a special use permit, the decision-making body shall consider the extent to which:

1. That the special use will be consistent with the purposes, goals, objectives, and standards of any officially adopted County plan and these regulations, or if not consistent, the factors which justify deviation;
   • The petitioner is requesting a Special Use in order to construct a Restricted Landing Area (RLA) in the "A-2" Agricultural Zoning District. The Unified Development Ordinance allows for a special use for private airports, landing fields and heliports as long as the location and layout plan have been approved by the Department of Aeronautics of Illinois and the Federal Aviation Administration (FAA). If within the jurisdiction of the Metropolitan Airport Authority of Peoria, that approval must also be obtained. The Future Land Use Form Map in the Peoria County Comprehensive Land Use Plan designates this area as Urban, which offers a broad range of land uses, including light industrial and commercial. The RLA is compatible with these types of uses. The City of Peoria has stated they have no objection to the petitioner's request.
2. That the special use will be consistent with the community character of the immediate vicinity of the parcel proposed for development, or if not consistent, the factors which justify the inconsistency:
   - The four parcels contained within the petition are zoned A-2 Agricultural. Parcels to the north and west are within the city limits of Peoria, while parcels to the south, east, and west are used for agricultural purposes. Directly north of the subject parcel is the OSF Healthcare Campus. Within a half mile radius of the proposed RLA is a church, assisted living facility, and additional healthcare buildings. The proposed Special Use would be consistent with the community character of the area.

3. That the design of the proposed use will minimize adverse effects, including visual impacts on adjacent properties, except for land splits in the A-2 District and individual mobile homes;
   - The petitioner has stated the RLA will be composed of turf which will fit in well with the nearby properties. There will be no lights present at the airstrip as the petitioner's aircraft is not allowed to fly at night. Noise impact to the surrounding area should be minimal. The petitioner has stated the noise range for small light-sport aircraft engines is 70.2 decibels, similar to that of a passenger car or diesel truck. In addition, the proposed RLA will be located 300 feet to the west of Route 6. The design of the proposed use will have minimal adverse effects on the surrounding area.

4. That the development has been reviewed and approved by the Illinois Department of Natural Resources with regard to the presence of endangered species, and archaeological and/or historical resources, if applicable:
   - The request does not impact known natural or historical resources.

5. That the proposed use will comply with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the ordinances of the County:
   - Should the Special Use be granted, the petitioner must comply with additional standards set forth in the Unified Development Ordinance. Any future buildings located on the subject parcels must meet zoning and building code requirements. The petitioner must also comply with the restrictions set forth by the staff of the Department of Planning and Zoning, including IDOT requirements.

A motion to approve the Findings of Fact was made by Mr. Asbell and seconded by Mr. Fletcher. Six affirmative votes; (6-0) A motion to approve the special use with restrictions was made by Mr. Fletcher and seconded by Mr. Happ. A vote was taken, and the motion was approved; (6-0)

Meeting adjourned at 10:49 a.m.

Respectfully submitted,

Sarah Cox
ZBA Administrative Assistant
Legal Description(s)

A part of the Southeast Quarter of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian, more particularly described as follows: Commencing at the Center of said Section 2; thence East 1048.69 feet; thence South 667.82 feet; thence West 1048.78 to the West line of the Southeast Quarter of Section 2; thence North 220 feet; thence East 235.61 feet; thence North 215 feet; thence West 235.61; thence North 215 feet to the point of beginning, situate, lying and being in the County of Peoria and State of Illinois.

AND ALSO, an easement tract for ingress and egress over, across and through a part of the Southeast Quarter of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian, said easement tract being more particularly described as follows: Commencing at the Center of said Section 2; thence North 89 degrees 48 minutes 48 minutes East along the North line of the Southeast Quarter of said Section 2, a distance of 1247.90 feet to the Point of Beginning of the easement tract to be described; thence continuing North 89 degrees 48 minutes East along the North line of the Southeast Quarter of said Section 2, a distance of 60 feet; thence South 0 degrees 00 minutes, a distance of 1392.23 feet; thence North 89 degrees 13 minutes 35 seconds West, a distance of 1308.01 feet to a point on the West line of the Southeast Quarter of said Section 2; thence North 0 degrees 00 minutes 00 minutes 00 minutes, a distance of 60.01 feet; thence South 89 degrees 13 minutes 35 seconds East; a distance of 1248 feet; thence North 0 degrees 00 minutes, a distance of 1331.21 feet to the Point of Beginning.

EXCEPTING THEREFROM a tract of land being part of Tract 1 as described in Document No. 05-42883 at the Peoria County Recorder’s Office, being part of the Southeast Quarter of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois and being more particularly described as follows: Commencing at the Northwest corner of the Southeast Quarter of Section 2, said point being 0.18 feet normal distant West of the centerline of pavement in place of State Bond Issue Route 30 (Illinois Route 91); thence South 00 degrees 25 minutes 46 seconds West, (bearings are assumed for the purpose of description only)along the West line of the Southeast Quarter of said Section 2, a distance of 429.56 feet (430.00 feet recorded) to the Point of Beginning, said point being 0.89 feet normal distant East of said centerline of pavement in place. From the point of beginning, thence South 88 degrees 40 minutes 09 seconds East, a distance of 59.11 feet to a point being 60.00 feet normal distant East of said centerline of pavement in place; thence South 00 degrees 34 minutes 22 seconds West, parallel with said centerline of pavement in place, a distance of 220.00 feet; thence North 88 degrees 40 minutes 09 seconds West, a distance of 58.56 feet to a point being 1.44 feet normal distant East of said centerline of pavement in place and being on the West line of the Southeast Quarter of said Section 2; thence North 00 degrees 25 minutes 46 seconds East, along said West line, a distance of 220 feet to the Point of Beginning. The said tract of land contains 12,942 square feet, more or less, or 0.297 acres, more or less, of which 7,002 square feet, more or less, or 0.161 acres, more or less, is in existing public road right-of-way.

ALSO EXCEPTING THEREFROM a tract of land being part of Tract 2 as described in Document No. 05-42883 at the Peoria County Recorder’s Office, being part of the Southeast Quarter of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois and being more particularly described as follows: Commencing at the Northwest corner of the Southeast Quarter of Section 2, said point being 0.18 feet normal distant West of the centerline
of pavement in place of State Bond Issue Route 30 (Illinois Route 91); thence South 89 degrees 45 minutes 33 seconds East, (bearings are assumed for the purpose of description only) along the North line of the Southeast Quarter of said Section 2, a distance of 60.18 feet to a point being 60.00 feet normal distant East of said centerline of pavement in place; thence South 00 degrees 34 minutes 22 seconds West, parallel with said centerline of pavement in place, a distance of 215.60 feet; thence North 88 degrees 40 minutes 09 seconds West, a distance of 59.65 feet to a point being 0.35 feet normal distant East of said centerline of pavement in place and being on the West line of the Southeast Quarter of said Section 2; thence North 00 degrees 25 minutes 46 seconds East, along said West line, a distance of 214.46 feet (215.00 feet recorded) to the Point of Beginning. The said tract of land contains 12,883 square feet, more or less, or 0.296 acres, more or less, of which 7,069 square feet, more or less, or 0.162 acres, more or less, is in existing public road right-of-way. (Kickapoo Township 13-02-400-029)

A part of the Southeast Quarter of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian, being more particularly described as follows:

Commencing at the Center of said Section 2; thence North 89 degrees 48 minutes East along the North line of the Southeast Quarter of said Section 2, a distance of 1048.69 feet to the Point of Beginning of the tract to be described; thence continuing North 89 degrees 48 minutes East along the North line of the Southeast Quarter of said Section 2, a distance of 199.21 feet; thence South 0 degrees 00 minutes, a distance of 671.21 feet; thence North 89 degrees 13 minutes 35 seconds West, a distance of 199.22 feet; thence North 0 degrees 00 minutes, a distance of 667.82 feet to the Point of Beginning, containing 3.062 Acres, situate, lying and being in the County of Peoria and State of Illinois. (Kickapoo Township 13-02-400-030)

A part of the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian, being more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of the Southeast Quarter; thence North 00 degrees 10 minutes 08 seconds East along the East line of said Northwest Quarter of the Southeast Quarter. 673.97 feet; thence North 00 degrees 10 minutes 08 seconds East along the East line of said Northwest Quarter of the Southeast Quarter. 673.97 feet to the North line of the Southwest Quarter of the Southeast Quarter; thence North 89 degrees 51 minutes 33 seconds West along the North line of the Northwest Quarter of the Southeast Quarter, 84.59 feet; thence South 00 degrees 03 minutes 29 seconds West to the South line of the Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 21 seconds East, 82.01 feet to the Point of Beginning; situated in the County of Peoria, and State of Illinois. (Kickapoo Township 13-02-400-042)

Tract 1: A part of the North Half of the Northeast Quarter of the Southeast Quarter of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois, more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 2; thence South 89 degrees 51 minutes 33 seconds West, (bearing based on the Illinois State Plane Coordinate System, West Zone 1202), along the North line of the Southeast Quarter of said Section 2, 731.68 feet to the Northwesterly right of way line of F.A.P. Route 405 and the Point of Beginning of the tract to be described: From the Point of Beginning; thence South 22 degrees 13 minutes 57 seconds West, along said Northwesterly right of way line, 730.57 feet
to the South line of the North Half of the Northeast Quarter of the Southeast Quarter of said Section 2; thence North 89 degrees 51 minutes 24 seconds West, along said South line, 326.37 feet to the Southwest corner of the North Half of the Northeast Quarter of the Southeast Quarter of said Section 2; thence North 00 degrees 10 minutes 08 seconds East, along the West line of the Northeast Quarter of the Southeast Quarter of said Section 2, 673.97 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 2; thence North 89 degrees 51 minutes 33 seconds East, along the North line of the Southeast Quarter of said Section 2, 600.80 feet to the Point of Beginning, said tract containing 7.184 acres, more or less, as shown on the Plat of Survey prepared by Austin Engineering Co., Inc. on May 6, 2016, and recorded May 12, 2016, in Tract Survey Book 49 at page 9.

Tract II: A part of the South Half of the Northeast Quarter of the Southeast Quarter of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian Peoria County, Illinois, being more particularly described as follows: Commencing at the Northwest corner of the South Half of the Northeast Quarter of the Southeast Quarter, thence South 89 degrees 51 minutes 24 seconds East, 326.37 feet; thence South 22 degrees 13 minutes 57 seconds West along the Northwesterly right of way line of F.A.P. Route 405 (IL Rte. 6), 727.64 feet; thence North 89 degrees 34 minutes 21 seconds West, 53.04 feet; thence North 00 degrees 10 minutes 08 seconds East along the North line of the South Half of the Northeast Quarter of the Southeast Quarter, 673.97 feet to the Point of Beginning, containing 2.936 acres, more or less, as shown on the Plat of Survey prepared by Austin Engineering Co., Inc. on May 6, 2016, and recorded May 12, 2016, in Tract Survey Book 49 at page 9.

Tract III: A part of the Southeast Quarter of the Southeast Quarter of Section 2, Township 9 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois, more particularly described as follows: Beginning at the Northwest corner of the Southeast Quarter of the Southeast Quarter of said Section 2; thence South 89 degrees 34 minutes 21 seconds East, (bearing based on the Illinois State Plane Coordinate System, West Zone 1202), along the North line of the Southeast Quarter of the Southeast Quarter of said Section 2, 53.04 feet to the Northwesterly right of way line of F.A.P. Route 405; thence South 22 degrees 13 minutes 57 seconds West, along said Northwesterly right of way line, 141.19 feet to the West line of the Southeast Quarter of the Southeast Quarter of said Section 2; thence North 00 degrees 10 minutes 08 seconds East, along said West line, 131.09 feet to the Point of Beginning, said tract containing 0.080 acre, more or less, as shown on the Plat of Survey prepared by Austin Engineering Co., Inc. on May 6, 2016, and recorded May 12, 2016, in Tract Survey Book 49 at page 9. (Kickapoo Township 13-02-400-043)
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Land Use Committee does hereby recommend passage of the following Resolution:
RE: Approval of Special Use with Restrictions, Petition of Nate’s Awesome, LLC.

RESOLUTION

WHEREAS, the County of Peoria has enacted a Unified Development Ordinance, Chapter 20 of the Peoria County Code; and

WHEREAS, said ordinance requires a Special Use for airports, private landing fields, and heliports, provided that the location and layout plan have been approved by the Department of Aeronautics of Illinois or the Federal Aviation Administration (FAA), and if within its jurisdiction, the Metropolitan Airport Authority of Peoria; and

WHEREAS, a hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on April 14, 2022, in Case No. ZBA-2022-023; a copy of the deliberation minutes of said hearing and a legal description of the subject property are attached; and

WHEREAS, the ZBA deliberated its decision on April 14, 2022, and voted to recommend approval of the Special Use with restrictions; a copy of the ZBA’s findings of fact is attached; and

WHEREAS, your Committee met on April 25, 2022 to consider the ZBA’s recommendation and voted to approve the Special Use with restrictions.

NOW THEREFORE BE IT ORDAINED, by the County Board of Peoria County, that the Special Use in Case No. ZBA-2022-023 is hereby approved with the following restriction:

1. The petitioner shall apply for a new Highway Permit and construct a proper commercial entrance along N. Route 91 per IDOT requirements, on the southwest corner of Parcel ID: 13-02-400-029.

NOTICE: Approval of this Special Use does not constitute approval of wells nor septic systems for the property required by the Peoria City/County Health Department.

RESPECTFULLY SUBMITTED,
LAND USE COMMITTEE
AGENDA BRIEFING

COMMITTEE: County Operations and Finance, Audit, and Legislative Affairs Subcommittee
MEETING DATE: April 25th and 26th 2022
LINE ITEM: 001-1-001-7-816-51194

AMOUNT: not to exceed $442,000

ISSUE: For RESOLUTION: Budget Amendment related to Pandemic Premium Pay

BACKGROUND/DISCUSSION:
In March 2022, at the direction of the Chairperson of the County Operations committee, staff met with the Chairperson and Vice Chairperson of County Operations to discuss options for premium pay related to the Covid-19 Pandemic. As result of these meetings, staff presented options for one-time lump sum bonuses for qualified employees totaling $438,500 across the organization, with the intention of applying a consistent formula across the organization. At the March Operations Committee meeting, staff was authorized to enter into discussions with the County’s labor unions for tentative agreements on the bonuses, based upon the committee’s criteria outlined below:

1. All Critical Essential employees who are currently on payroll and were also employed at any point during the timeframe of March 15, 2020 through March 23, 2021 will receive a one-time lump sum bonus of $1,250. This includes Deputies, Lieutenants, Corrections, Deputy Coroners, Facilities and Juvenile Detention Employees. (March 23, 2021 is the date the vaccine became available for these employees.)
2. All employees who are currently on payroll and were also employed at any point during the timeframe of March 15, 2020 through June 30, 2020 will receive a one-time lump sum bonus based upon the following: those employees who were coded with less than 80 hours of Building Closed shall be paid a one-time lump sum bonus of $1,000 and those employees who were coded with more than 80 hours of Building Closed shall be paid a one-time lump sum bonus of $500. (March 15, 2020 was the date of the Governor’s pandemic shutdown and June 30, 2020 was the date that most County facilities reopened.)
3. There is no retroactive pay for employees who are no longer on payroll. Also, current employees who were not employed with the County during the timeframes outlined above will not qualify.

County Administration has also completed an individual review of each employee’s criteria to make sure that they are allocated to the correct category and met with the department head or elected official to resolve any questions or discrepancies discovered by HR. All part-time employees and employees who were on leave were also reviewed related to their individual situation at that time and may not follow the same category as their immediate co-workers. After final review, the revised total cost will not exceed $442,000.

The County Operations Committee has requested the use of ARPA Fund Balance to cover this expense. After reviewing the final ruling of the Treasury Department, staff has determined this to be an eligible expense.

Therefore, staff is requesting a budget amendment to appropriate an amount not to exceed $442,000 of ARPA Fund Balance into the “transfer out” line item 197-2-197-7-462-61001, and also appropriate the same amount into the General Fund “transfer in” revenue line item 001-1-001-7-816-61197 and the Premium Pay expense line item 001-1-001-7-816-51194 in General County. Based upon the total of the budget amendment requested, per the County Board rules this requires a joint resolution through the County Operations Committee and the Finance, Audit, and Legislative Affairs Subcommittee.
REVISED:
As requested at the Committee meeting, the States Attorney’s Office was consulted about the ability of applying the Pandemic Premium Pay bonuses to the County’s countywide elected officials and contractual employees. The States Attorney believes that because this is a unique situation caused by COVID-19 with designated COVID-19 funds being used and that every employee in the organization is being treated consistently that there is an argument to be made for applying the bonus truly across the board. While there is no mandate to treat this group consistently with the rest of the organization, it is a defensible position to do so, if that’s the decision of the Board. If the Board wanted to offer the Bonus to the elected officials and contractual employees, it would be advisable with the following parameters:

1. All elected officials and contractual employees need to be treated consistently.
2. The source of funds does need to be ARPA and not the General Fund. COVID-19 created this special situation and thus the ARPA dollars need to be used.
3. The Board does have a little flexibility in who would receive $1,250 vs $1,000 vs $500. A consistent application of the how the bonuses have been distributed for the rest of the organization would be for the Sheriff and County Coroner to receive $1,250. The remaining elected officials (County Clerk, County Treasurer, Circuit Court Clerk, County Auditor, and States Attorney, and Regional Superintendent of Schools) and contractual employees (Public Health Administrator and County Administrator) would receive $1,000.

Staff has calculated impacts of adding this group to the attached resolution, as follows:
1. Adding this group will not require a change in the value of the budget amendment as approved by Committee.
2. The impact to FICA and IMRF, as asked about at Finance Committee. Combined, the cost of FICA and IMRF (for the employer’s share) is approximately $75,000. Each of these funds have sufficient room within their current appropriation that there is no need to increase the amount of the budget amendment.

Based on feedback from the Committee’s Chairperson and Vice Chairperson, staff amends its recommendation to add the countywide elected officials and contractual employees to the Pandemic Premium Pay bonus program at the levels and with the caveats noted above.

COUNTY BOARD GOALS:

STAFF RECOMMENDATION:  

COMMITTEE ACTION:

PREPARED BY:  Shauna Musselman, Assistant County Administrator
DEPARTMENT:  County Administration  
DATE:  April 14, 2022 / May 4, 2022
THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your County Operations Committee and Finance Audit and Legislative Affairs Subcommittee do hereby recommend passage of the following joint resolution:

RE: Budget Amendment Related to Pandemic Premium Pay

RESOLUTION

WHEREAS, the County Operations Committee authorized staff to create a formula for pandemic premium pay in the form of one-time lump sum bonuses across the organization based upon the criteria outlined in the attached agenda briefing; and

WHEREAS, the Peoria County Board Financial Policies require the County Board to appropriate this expense that was not part of the FY 2022 adopted budget; and

WHEREAS, a budget amendment is necessary to appropriate an amount not to exceed $442,000 of ARPA Fund Balance into the “transfer out” line item 197-2-197-7-462-61001, and also appropriate the same amount into the General Fund “transfer in” revenue line item 001-1-001-7-816-61197 in General County and the Premium Pay expense line item 001-1-001-7-816-51194 in General County.

NOW THEREFORE BE IT RESOLVED, the County Administrator is authorized to appropriate an amount not to exceed $442,000 (Four Hundred Forty-two Thousand dollars and no cents) as outlined above.

RESPECTFULLY SUBMITTED,
COUNTY OPERATIONS COMMITTEE
FINANCE AUDIT AND LEGISLATIVE AFFAIRS SUBCOMMITTEE
ISSUE:
For RESOLUTION: Setting of Elected Officials Salaries

BACKGROUND/DISCUSSION:
The County Board is required by Statute to set the salaries of elected officials 180 days prior to the newly elected official takes the oath of office on December 1st and county board member taking the oath of office on the first Monday in December. Absent a special meeting of the County Board to adopt a resolution, this action has typically occurred at the May County Board meeting during election years.

For this cycle, the Board is required to set the salaries of the upcoming 4-year term of the County Clerk, County Treasurer, and County Sheriff. Additionally, the Board is required to set, at a minimum, the salaries of the upcoming 4-year term of the nine (9) County Board Districts up for election this November and the 2-year term of the remaining nine (9) County Board Districts. The compensation for County Board Chairperson and Committee Chairpersons are also up for adoption. Included in the table for the County Clerk, County Treasurer, and County Sheriff in the attached resolution is a row denoting the $6,500 annual stipend these elected officials receive directly from the State of Illinois (subject to annual appropriation by the State). It is shown for transparency but is not subject to the annual compensation set by the County Board.

The Committee recommends a 1.23% increase to the annual salary for the County Clerk and County Treasurer in the first year of the term. In the second, third, and fourth years of the term, the base annual salary remains unchanged, but the $1,500 County Annual Service Payment is reconstituted for these two elected officials.

Last week, HB 4700, as amended, was passed by both chambers of the General Assembly, and sent to the Governor signature. A component of this bill establishes the minimum annual salary of the County Sheriff as eighty percent (80%) of the States Attorney, which varies from county to county. In Peoria County, eighty percent of the States Attorney’s annual salary is $146,747, which would be the minimum required by HB 4700. The new salary of the County Sheriff is 2.9% greater than the current annual salary of the County Sheriff, including Supervisor of Safety bonus. As a result, the Committee’s recommendation is to eliminate the Supervisor of Safety bonus from the County Sheriff’s compensation for the next 4-year term.

As is past history, the County Administrator does NOT make a recommendation for the setting of salaries for any elected official. The recommendation is borne completely by the discussion and direction of the Committee.

COUNTY BOARD GOALS:

COMMITTEE ACTION:
Approved 4/25/22 (6-0 votes) Ms. Daley and Ms. Pastucha voted aye via teleconference

PREPARED BY: Scott Sorrel, County Administrator
DEPARTMENT: County Administration DATE: April 14, 2022
TO THE HONORABLE COUNTY BOARD  )
COUNTY OF PEORIA, ILLINOIS  )

Your County Operations Committee does hereby recommend passage of the following Resolution:

RE: Setting of Salaries of the County Clerk, County Treasurer, County Sheriff, County Board Members, County Board Committee Chairpersons, and County Board Chairman

RESOLUTION

WHEREAS, State Statute requires a County Board to set the salaries for countywide Elected Officials and the County Board seats up for election every two years a minimum of 180 days prior to the date each member is sworn into office; and

WHEREAS, this election cycle mandates the County Board set salaries for the County Clerk, County Treasurer, and County Sheriff that will serve a term from December 1, 2022 through November 30, 2026; and

WHEREAS, this election cycle mandates the County Board set salaries for County Board Members, County Board Committee Chairpersons, and County Board Chairman that will serve a term starting the first Monday in December 2022; and

WHEREAS, HB 4700, as amended, which sets the minimum salary of the County Sheriff as at least eighty percent (80%) of the States Attorney’s salary has been passed by both chambers of the General Assembly and sent to the Governor for signature; and,

WHEREAS, the table below includes for transparency the annual stipend distributed directly to the elected officials from the State of Illinois; and,

WHEREAS, for the County Clerk, County Treasurer, and County Sheriff the rows labeled as “COLA Increase ($$$)” and “County Annual Service Payment” shall be the amounts set by the County Board for the term of these elected officials; and,

WHEREAS, pending the Governor’s signature of HB4700, the intent of the Board is to set the Sheriff’s salary at exactly 80% of the States Attorneys salary; and,
WHEREAS, your County Operations Committee hereby recommends said annual base salaries be as follows including the presumption that HB 4700 will be signed into Law:

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<td>COLA Increase (%)</td>
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<td><strong>Total Compensation</strong></td>
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* Per HB 4700, Sheriff’s salary shall be at a minimum 80% of the St Atty salary. The Sheriff’s salary will be exactly 80% of the States Attorneys salary for each year listed pending the Governor’s signature of HB 4700.

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NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that the salaries for the upcoming four-year terms of the County Clerk, County Treasurer, and County Sheriff; and

BE IT FURTHER RESOLVED that the salaries for the upcoming terms of County Board Member, County Board Committee Chairpersons for the next decade, and County Board Chairperson for the next decade are hereby set as noted above with the understanding that future boards may adjust the board salaries as allowed by statute.

RESPECTFULLY SUBMITTED,
COUNTY OPERATIONS COMMITTEE
For RESOLUTION: Health & Human Services Campus (HHS) Policy Decision on Site Location

BACKGROUND:
For the last several weeks, the design team has facilitated Owners Project Requirement (OPR) meetings with the Committee and Board Members not on the Committee in the form of three small group meetings. Each meeting had a specific purpose, as follows below. OPR meetings are a critical step in the design process. The OPR meetings give the design and construction team a set of “marching orders” for how they will design the project. The attached resolution is a culmination of these three OPR meetings with consensus reached on specific items in each of the OPR meetings. Consensus does not imply unanimity, but rather a majority of the Board Members agreed with the analysis presented by the design team.

OPR Meeting #1: Services. In the first OPR meeting, Board Members were provided information about the variety of services provided by the offices under consideration for the HHS Campus project. These offices and spaces included: The Peoria City/County Health Department, the County Coroner and Morgue, the Regional Superintendent of Schools with associated programming, the Office of Sustainability and Resource Conservation, and the County Election Commission. There were a total of 90 services evaluated by the design team. For each of these offices the design team provided data collection efforts and analysis on the which services were mandated, essential, or value-added. The design team also provided analysis on the methods in which each service from each office was delivered – in-person, remotely, hybrid, or had flexibility in the future to change how the service is delivered. Additionally, the design team evaluated the services for current and future partnerships. Finally, the design team asked for consensus on the services that would be included in the project, which comprises the service delivery model. The design team also sought consensus for a priority ranking of the offices so that there is the opportunity to include or exclude offices and services based on the building size and budget.

OPR Meeting #1 Recommendation: Based on the discussion at the series of OPR Meeting #1, there was consensus reached and staff therefore recommends the following prioritization of locations:
- Health Department;
- Sustainability & Resource Conservation;
- Coroner’s Office and Morgue;
- Regional Office of Education;
- ROE – Preschool-For-All;
- ROE-Regional Learning Center;
- County Election Commission.

OPR Meeting #2: Users/Programming. In the second OPR meeting, Board Members were provided data and an evaluation of the users of the services, eligible users of services, and how the services are programmed. As part of this analysis, the design team’s goals were for the Board to recognize the Users of services – both current and future; acknowledge the programming needed to serve both clients and staff; and recognize a zip code base. To do this Board Members were provided an exhaustive map book. Each map displayed a specific dataset by a common geography, the zip code. Sources for these maps included actual data from the various offices included in the project, 2019 American Community Survey data, and 2020 decennial Census data. The design team sought consensus for a priority ranking of the top three zip codes to target based on the user demographic data. The design team also sought an endorsement of program consolidation into the new HHS campus.

OPR Meeting #2 Recommendation: Based on the discussion at the series of OPR Meeting #2, there was consensus reached and therefore staff recommends the future site of the HHS Campus be in the 61604, 61603, or 61605 zip codes (in that rank order). Additionally, there was consensus on which offices from the Prioritization of Co-location should be included in the new campus based on estimated costs, which are as follows:
- Health Department;
- Sustainability & Resource Conservation;
- Coroner’s Office and Morgue;
- Regional Office of Education;
- ROE – Preschool-For-All.
OPR Meeting #3: Site Location. In the third OPR meeting, Board Members were provided with 29 different sites across the entire community as possible locations for the new HHS Campus. These 29 sites were evaluated and scored in a Site Evaluation Matrix that used 31 different criteria that had been divided into five categories. Each category was weighted by its significance with Programming being the most important and Sustainability being the least important of the five categories. During these OPR meetings two additional sites were suggested by Board Members and subsequently scored in the matrix. The sites were also classified into one of six categories ranging from property already owned by the county to empty greenfield sites that would have to be purchased to empty big box buildings that would also have to be purchased. Only the design team scored the sites in the matrix. For all 31 scoring criteria, each site was given a score of 1-3, with 3 being the best score. Sites were then ranked based on their location in or out of one of the preferred zip codes from OPR Meeting #2 and whether or not the site would be available for development in the next six-months. The design team’s analysis of each site found that the preferred site was the current Health Department campus in the 2100 block of North Sheridan Road in Peoria. The design team’s goal for OPR Meeting #3 was to reach consensus on the preferred site for the new HHS Campus based on the criteria in the site location matrix.

**OPR Meeting #3 Recommendation:** Based on the discussion at the series of OPR Meeting #3, there was consensus reached and therefore staff recommends the future site of the HHS Campus be on the existing County Health Department property in the 2100 North Sheridan Road, Peoria.

The recommendations above from the OPR Meeting process builds on the actions already taken by the County Board during the early phases of the HHS Campus project. The Board’s previous actions made a statement of policy that the given its condition in relation to service delivery, the current City-County Health Department buildings would be replaced with new construction and not renovated. The Board’s previous action made a statement of policy that the new facility would consolidate and co-locate multiple county offices that included: ① Health Department; ② Sustainability & Resource Conservation; ③ Coroner’s Office and Morgue; ④ Regional Office of Education with the ROE’s preschool for all being added during the OPR Meeting process.

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**COUNTY BOARD GOALS:**

**STAFF RECOMMENDATION:**

Staff recommends the County Board adopt a statement of policy that given the factors noted above, the proper course of action is to construct a new Health and Human Services (HHS) Campus on the property currently occupied by the City-County Health Department in the 2100 block of North Sheridan Road, Peoria. The HHS Campus will include the ① Health Department; ② Sustainability & Resource Conservation; ③ Coroner’s Office and Morgue; ④ Regional Office of Education; ⑤ ROE – Preschool-For-All. This is the priority ranking of offices included in the project, and if fiscal conditions require contraction of the project, then offices would be eliminated with the fifth ranked. The HHS Campus will be designed to deliver services as outlined in the services matrix from OPR Meeting #1.

**COMMITTEE ACTION:**

Approved 4/26/22 (8-1 votes) Ms. Pastucha and Ms. Reliford absent; Ms. Daley noted nay

**PREPARED BY:** Scott A. Sorrel and Monica S. Hendrickson  
**DEPARTMENT:** County Administration / Health Department  
**DATE:** April 14, 2022
April 18, 2022

Peoria County Health Committee
324 Main Street
Peoria, Illinois 61602

RE: Support for Health and Human Services Campus (HHS) Site Selection on Sheridan Road.

Dear Chairperson Williams and Members of the Peoria County Health Committee:

I am writing to express Peoria County Board of Health’s strong support for the recommendation to build the Health and Human Service (HHS) Campus on the 2100 block of N. Sheridan Rd, Peoria, Illinois.

The Peoria County Board of Health has not only been confident but impressed by the professional review completed by the design team at Farnsworth Group and RiverCity Construction. Through their thorough analysis examining the services provided by the Health Department, the geographic distribution of current users and eligible populations, as well as the detailed audit of potential sites, the Board of Health is supportive of the decision to stay at the Sheridan location.

In addition to the report provided by the design team, the Board of Health also recognizes that the shared project between the County Board and Board of Health needs to be done in good stewardship of resources and supporting equity in our county. The Peoria City/County Health Department has been located on Sheridan since the 1950s and has a history and importance of anchoring and supporting the neighborhood. Investing in the neighborhood will be an opportunity to revitalize an existing community.

The Board of Health is appreciative of the partnership with the County Board and would like to extend sincere thanks to both Chairperson Williams and Board Member Duncan in communicating and incorporating the feedback of the Board of Health throughout the process.

Sincerely,

[Signature]

Francesca Armer, PhD, RN
President
Peoria County Board of Health
TO THE HONORABLE COUNTY BOARD  
COUNTY OF PEORIA, ILLINOIS  

Your County Health Committee does hereby recommend passage of the following Resolution.

Re: Site Location for the Proposed Health & Human Services (HHS) Campus Policy Decision

RESOLUTION

WHEREAS, the County Board has made a statement of policy that the facilities currently occupied by the City-County Health Department need to be replaced with a new facility, and;

WHEREAS, the County Board has made a statement of policy that this new facility will be a Health and Human Services (HHS) Campus that consolidates the Health Department, Office of Sustainability & Resource Conservation, County Coroner’s Office and Morgue, and the Office of the Regional Office of Education; and,

WHEREAS, the County Board has gone through a three-phase Owners Project Requirement process that:

1. Services: Gives the County Board data and knowledge of the services delivered by each of the offices considered part of the HHS Campus project; whether those services are mandated, essential, or value-added; how the service was delivered; what partnerships exist; and what the future space and staffing needs of each service might require.

2. Users and Programming: Gives the County Board data and knowledge about the users of services and how services are programmed; based on partnerships and user demographics where the optimal zip codes for a preferred site are located; and based on construction estimates the prioritization of co-located offices.

3. Site Location: Gives the County Board data on 31 different site locations evaluated against 31 different and weighted scoring criteria to arrive at the preferred site.

WHEREAS, the County Board through actions taken in 2021 retained the services of Farnsworth Group and River City Construction (the design team) to conduct the Owners Project Requirement Process; and,

WHEREAS, the design team sought consensus from the County Board as part of each step in the Owners Project Requirement process that has led to the following recommendations:

1. Services: The HHS Campus will be designed to deliver services as outlined in the services matrix.

2. Users and Programming: The HHS Campus will include the ① Health Department; ② Sustainability & Resource Conservation; ③ Coroner’s Office and Morgue; ④ Regional Office of Education; ⑤ ROE – Preschool-For-All. This is the priority ranking of offices included in the project, and if fiscal conditions require contraction of the project, then offices would be eliminated with the fifth ranked.
3. **Site Location:** The new Health and Human Services (HHS) Campus will be constructed on the property currently occupied by the City-County Health Department in the 2100 block of North Sheridan Road, Peoria.

**WHEREAS,** your Committee hereby recommends passage of this resolution as a statement of policy of the County Board.

**NOW, THEREFORE BE IT RESOLVED** that the Peoria County Board officially states as a matter of policy that it is in the best interests of the County of Peoria to construct a new Health and Human Services (HHS) Campus on the property currently occupied by the City-County Health Department in the 2100 block of North Sheridan Road, Peoria that includes the ① Health Department; ② Sustainability & Resource Conservation; ③ Coroner’s Office and Morgue; ④ Regional Office of Education; ⑤ ROE – Preschool-For-All; and,

**BE IT FURTHER RESOLVED** that this is the priority ranking of offices included in the project, and if fiscal conditions require contraction of the project, then offices would be eliminated with the fifth ranked being the first to be eliminated. The HHS Campus will be designed to deliver services as outlined in the services matrix from OPR Meeting #1; and,

**BE IT FURTHER RESOLVED** that the Peoria County Administrator is directed to proceed with the steps necessary to implement this policy statement of the County Board.

RESPECTFULLY SUBMITTED,
COUNTY HEALTH COMMITTEE
COUNTY OF PEORIA, ILLINOIS

RESOLUTION EXTENDING THE DECLARATION OF EMERGENCY DUE TO COVID-19 IN PEORIA COUNTY, ILLINOIS

WHEREAS, since early March 2020, Illinois has faced a pandemic that has caused extraordinary sickness and loss of life, infecting over 3,138,650\(^1\) and taking the lives of more than 33,614\(^2\) Illinois residents as of April 29, 2022; and,

WHEREAS, protecting the health and safety of Illinoisans is among the most important functions of State government; and,

WHEREAS, as Illinois adapts and responds to the public health disaster caused by Coronavirus Disease 2019 (COVID-19), a novel severe acute respiratory illness that spreads rapidly through respiratory transmissions and that continues to be without an effective treatment or vaccine, the burden on residents, healthcare providers, first responders, and governments throughout the State is unprecedented; and,

WHEREAS, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020, and the United States Secretary of Health and Human Services declared that COVID-19 presents a public health emergency on January 27, 2020; and,

WHEREAS, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic, and has now reported more than 513.9 million\(^3\) confirmed cases of COVID-19 and 6.23 million deaths\(^4\) attributable to COVID-19 globally and,

WHEREAS, despite efforts to contain COVID-19, the virus continued to spread rapidly, resulting in the need for federal and State governments to take significant steps; and,

WHEREAS, COVID-19 vaccines are effective at preventing COVID-19 disease, especially severe illness and death, but a proportion of the population remains unvaccinated and some residents, including younger children, cannot yet receive the vaccine; and,

WHEREAS, on March 9, 2020, the Governor of Illinois, declared all counties in the State of Illinois as a disaster area in response to the outbreak of COVID-19; and,

WHEREAS, on March 13, 2020, the President declared a nationwide emergency pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"), covering all states and territories, including Illinois; and,

WHEREAS, on March 26, 2020, the President declared a major disaster in Illinois pursuant to Section 401 of the Stafford Act; and,
WHEREAS, on April 1, 2020, due to the exponential spread of COVID-19 in Illinois, the Governor of Illinois again declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, on April 30, 2020, due to the continued spread of COVID-19 in Illinois, the threatened shortages of hospital beds, ER beds, and ventilators, and the inadequate testing capacity, the Governor of Illinois again declared all counties in the State of Illinois as a disaster area; and,


WHEREAS, as circumstances surrounding COVID-19 rapidly evolve and new evidence emerges, there have been frequent changes in information and public health guidance; and,

WHEREAS, the unprecedented nature of COVID-19, including the health consequences it has on not just the respiratory system but the heart, brain, kidneys, and the body's immune response, has made the virus’s effects and its path difficult to predict; and,

WHEREAS, the Omicron variant is more transmissible than prior variants, and has led to significant increases in the number of COVID-19 cases; and,

WHEREAS, the rapid spread of the Omicron variant has resulted in more hospitalizations throughout the State than at any prior point during the COVID-19 pandemic; and,

WHEREAS, an Omicron subvariant, BA.2, has driven surges in cases, hospitalizations, and deaths in other parts of the world, and has led to a recent increase in the number of COVID-19 cases in the State; and,

WHEREAS, social distancing, face coverings, and other public health precautions have proven to be critical in slowing and stopping the spread of COVID-19; and,

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) issued revised guidance on February 25, 2022, to lift its recommendation for universal indoor masking; and,

WHEREAS, that CDC guidance provided a framework for assessing community COVID-19 levels based on COVID-19 hospital admissions, inpatient bed availability, and number of COVID-19 cases; and,

WHEREAS, the CDC’s guidance now only recommends universal masking in communities with high community COVID-19 levels; and,
WHEREAS, the CDC continues to advise that some community settings, such as schools and high-risk congregate settings may require additional layers of prevention based on the characteristics of the setting and in the event of an outbreak; and,

WHEREAS, some people infected by the virus remain asymptomatic but nonetheless may spread it to others; and,

WHEREAS, public health guidance advises that minimizing physical interactions between people who do not reside in the same household is critical to slowing the spread of COVID-19; and,

WHEREAS, as COVID-19 has spread in Illinois over the course of the Gubernatorial Disaster Proclamations, the circumstances causing a disaster throughout the State have changed and continue to change, making definitive predictions of the course the virus will take over the coming months extremely difficult; and,

WHEREAS, at the time of the first Gubernatorial Disaster Proclamation, there were 11 confirmed cases of COVID-19 in one Illinois county; and,

WHEREAS, as of April 29, 2022, there have been over 3.13 million confirmed cases of COVID-19 in all Illinois counties; and,

WHEREAS, the first death attributed to COVID-19 in Illinois was announced on March 17, 2020; and,

WHEREAS, as of April 29, 2022, more than 33,614 residents of Illinois have died due to COVID-19; and,

WHEREAS, from the outset, studies have suggested that for every confirmed case there are many more unknown cases, some of which are asymptomatic individuals who can pass the virus to others without knowing; and,

WHEREAS, the number of new COVID-19 cases in Illinois has increased recently and is at the highest point in several weeks, and the virus continues to infect too many individuals and claim the lives of too many Illinoisans each day; and,

WHEREAS, it is important for the State to prepare for potential surges and new variants of COVID-19, such as the BA.2 Omicron subvariant; and,

WHEREAS, the fact that the BA.2 Omicron subvariant has caused significant surges in cases, hospitalizations, and deaths in other parts of the world indicates that the COVID-19 situation remains fluid; and,

WHEREAS, without precautions COVID-19 can spread exponentially, even in less populous areas; and, WHEREAS, the U.S. has surpassed 81.37 million total cases and 993,740 deaths; and,
WHEREAS, COVID-19 has claimed the lives of and continues to impact the health of Black and Hispanic Illinoisans at a disproportionately high rate – magnifying significant health disparities and inequities; and,

WHEREAS, the Illinois Department of Public Health activated its Illinois Emergency Operations Plan and its Emergency Support Function 8 Plan to coordinate emergency response efforts by hospitals, local health departments, and emergency management systems in order to avoid a surge in the use of hospital resources and capacity; and,

WHEREAS, as the virus has progressed through Illinois, the crisis facing the State continues to develop and requires an evolving response to ensure hospitals, health care professionals and first responders are able to meet the health care needs of all Illinoisans and in a manner consistent with CDC guidance that continues to be updated; and,

WHEREAS, in order to ensure that health care professionals, first responders, hospitals and other facilities are able to meet the health care needs of all residents of Illinois, the State must have critical supplies, including PPE, such as masks, face shields, gowns, and gloves; and,

WHEREAS, the State of Illinois maintains a stockpile that supplies the existing PPE supply chains and stocks at various healthcare facilities; and,

WHEREAS, while the State continues to make every effort to ensure an adequate supply of PPE, if those procurement efforts are disrupted or Illinois experiences a surge in COVID-19 cases, the State may face a life-threatening shortage of respirators, masks, protective eyewear, face shields, gloves, gowns, and other protective equipment for health care workers and first responders; and,

WHEREAS, Illinois continues to use a significant percentage of hospital beds and ICU beds; and, if COVID-19 cases surge, the State could face a shortage of critical health care resources; and,

WHEREAS, during the recent Omicron wave Illinois had more COVID-19 patients hospitalized throughout the State than any other point during the pandemic; and,

WHEREAS, in addition to causing the tragic loss of more than 33,614 Illinoisans and wreaking havoc on the physical health of tens of thousands more, COVID-19 has caused extensive economic loss and continues to threaten the financial welfare of a significant number of individuals and businesses across the nation and the State; and,

WHEREAS, nationwide more than 80 million people have filed unemployment claims since the start of the pandemic; and,

WHEREAS, the Illinois Department of Employment Security announced that the State’s unemployment rate continues to be high at 4.7% in March, 2022; and,
WHEREAS, the most recent unemployment data for Peoria County from the Illinois Department of Employment Security is from March 2022 and showed an unemployment rate of 6.4%,¹⁰ the sixth highest rate of the 102 counties; and,

WHEREAS, the Department of Commerce and Economic Opportunity is working to address the economic crisis, including through assistance programs such as the Business Interruption Grants Program for businesses that experienced a limited ability to operate due to COVID-19 related closures; and,

WHEREAS, the economic loss and insecurity caused by COVID-19 threatens the viability of business and the access to housing, medical care, food, and other critical resources that directly impact the health and safety of residents; and,

WHEREAS, the Peoria County Emergency Management Agency, along with the City of Peoria’s Office of Emergency Management activated the County’s Public Health Emergency Plan, the County’s Emergency Operations Plan, and the City’s Emergency Operations Plan to coordinate emergency response efforts at the local level in order to avoid a surge in the use of hospital resources and capacity; and,

WHEREAS, based on the foregoing facts, and considering the rapid spread of COVID-19 and the ongoing health and economic impacts that will be felt over the coming month by people across the State, the current circumstances in Illinois surrounding the spread of COVID-19 constitute an epidemic emergency and a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, based on the foregoing, the continuing burden on hospital resources, the potential shortages of resources in the event of a surge in infections, and the critical need to increase the purchase and distribution of PPE as well as to expand COVID-19 testing capacity and contact tracing constitute a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, it is the policy of the County of Peoria to be prepared to address any disasters and, therefore, it is necessary and appropriate to make County resources available to ensure that our public health system is capable of serving those impacted by COVID-19 and that Peoria County residents remain safe and secure and able to obtain medical care; and,

WHEREAS, this proclamation will assist the County of Peoria in facilitating economic recovery for individuals and businesses in an effort to prevent further devastating consequences from economic instability; and,

WHEREAS, these conditions provide legal justification under Section 7 of the Illinois Emergency Management Agency Act for the new issuance of a proclamation of disaster; and,

NOW, THEREFORE, in the interest of aiding the people of Peoria County for ensuring public health and safety, I, Andrew A. Rand, Chairperson of the Peoria County Board of Peoria County, Illinois, hereby proclaim as follows:
Section 1. Pursuant to the provisions of Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, I find that a disaster exists within the County of Peoria, Illinois and specifically declare Peoria County as a disaster area. The proclamation authorizes the exercise of all of the emergency powers provided in Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, afforded to county government, including but not limited to those specific emergency powers set forth below.

Section 2. The Peoria City/County Health Department is directed to continue implementing the County Emergency Operations Plan and Public Health Emergency Plan in coordination with the City of Peoria and applicable agencies of the State of Illinois.

Section 3. The Peoria City/County Health Department is further directed to cooperate with the State agencies, the Peoria County Board, and local authorities in Peoria County in the development and implementation of strategies and plans to protect the public health in connection with the present public health emergency.

Section 4. The provisions of Chapter 6.5, Centralized Purchasing, of the Peoria County Code of Ordinances that would in any way prevent, hinder or delay necessary action in coping with the disaster are suspended to the extent they are not required by federal law to aid with emergency purchases necessary for response and other emergency powers as authorized by the Illinois Emergency Management Agency Act.

Section 5. This proclamation can facilitate requests for both federal and state emergency and/or disaster assistance if a complete and comprehensive assessment of damage indicates that effective recovery is beyond the capabilities of the County of Peoria, Illinois.

Section 6. This proclamation shall be effective immediately and remain in effect for 30 days.

DATED at Peoria, Illinois, this 12th day of May, A.D., 2022.

Andrew A. Rand / James T. Fennell
Peoria County Board Chairperson / Peoria County Board Vice Chairperson

ATTEST:

Rachael Parker
Peoria County Clerk
Sources:
3 John Hopkins Coronavirus Resource Center: https://coronavirus.jhu.edu/map.html
4 John Hopkins Coronavirus Resource Center: https://coronavirus.jhu.edu/map.html
7 John Hopkins Coronavirus Resource Center: https://coronavirus.jhu.edu/map.html
8 John Hopkins Coronavirus Resource Center: https://coronavirus.jhu.edu/map.html