1. Call to Order by Presiding Officer
2. Moment of Silence
3. Pledge of Allegiance
4. Appointment of a Temporary Chairperson by the Presiding Officer
5. Report of the County Clerk on member credentials
6. Swearing in of newly elected members by the County Clerk
7. Roll Call of the Members of the Board
8. Adoption of Temporary Rules of Order
9. Nominations for Chairperson of the County Board
10. Election of Chairperson of the County Board as provided in Article III, Section 1A
11. Nominations for Vice-Chairperson of the County Board
12. Election of Vice-Chairperson of the County Board as provided in Article III, Section 2A

I. **APPROVAL OF MINUTES**
   - Approval of November 10, 2022 County Board Meeting Minutes

II. **PROCLAMATIONS AND PRESENTATIONS**
   - A Proclamation acknowledging and supporting the agricultural community of Peoria County
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-qaAdj6tzIxqi3odzE0MiQ

IV. CONSENT AGENDA (including reports to be filed)

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


C3. A resolution (items 1-4 conveyances) from your Ways and Means Committee recommending that the County Board Chairman be authorized and directed to execute deed 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 December 5, 2022 and any transaction between the parties involved not occurring within this period shall be null and void.

C4. A resolution from your Executive Committee recommending approval to settle Peoria County Circuit Court Case No. 18 L 134 for a payment amount not to exceed $50,000.00.

C5. A resolution from your Executive Committee recommending approval of amendments to the Agreements with Hanson Professional Services for the implementation of the Illinois Department of Transportation’s State Planning and Research Grant funding the Central Illinois Living Laboratory.

C6. A joint resolution from your Finance, Audit, and Legislative Affairs Committee and your County Operations Committee recommending approval of the acceptance of a bequest from the John L. Becker Trust in the amount of $110,000.00, appropriation of the bequest amount into the PCAPS Fund, and authorization of payment of same amount to the Peoria Humane Society.

C7. A resolution from your Finance, Audit, and Legislative Affairs Committee recommending approval of a contract extension with Anderson Legislative Consulting for State Legislative Services for a period of five (5) years commencing January 1, 2023, in an amount not to exceed $35,000.00 annually.

C8. A resolution from your Finance, Audit, and Legislative Affairs Committee recommending that $621,027.37 of uncollectible Heddington Oaks Accounts Receivable be written off as bad debt.

C9. A resolution from your Public Safety and Justice Committee recommending approval of an Intergovernmental Agreement for Dispatch Services between Peoria County, the Peoria County Sheriff, and Village of Glasford, for a term of five (5) years beginning January 1, 2023 and continuing through December 31, 2027, at a total cost of $19,020.00.
C10. A resolution from your Public Safety and Justice Committee recommending approval of an Intergovernmental Agreement for Police Services between Peoria County, the Peoria County Sheriff, and City of West Peoria, for a term of five (5) years beginning January 1, 2023 and continuing through December 31, 2027, at a total cost of $2,697,840.00.

C11. A resolution from your Public Safety and Justice Committee recommending approval of an Intergovernmental Agreement for Police Services between Peoria County, the Peoria County Sheriff, and Village of Hanna City, for a term of five (5) years beginning January 1, 2023 and continuing through December 31, 2027, at a total cost of $388,200.00.

C12. A resolution from your Public Safety and Justice Committee recommending approval of an Intergovernmental Agreement for Police Services between Peoria County, the Peoria County Sheriff, and Village of Dunlap for a term of five (5) years beginning January 1, 2023 and continuing through December 31, 2027, at a total cost of $116,580.00.

C13. A resolution from your County Operations Committee recommending approval of a contract with HM Life at a premium of $699,100.00 for the provision of Stop Loss Excess Insurance coverage for the period January 1, 2023 through December 31, 2023.

C14. A resolution from your County Operations Committee recommending approval of excess insurance/broker quotes from various underwriters for Risk Management Excess Insurance secured by Arthur J. Gallagher (AJG), for an estimated premium of $1,086,370.00.

C15. A recommendation from your Infrastructure Committee to approve an Ordinance establishing a posted speed limit of 35 mph on North Ivy Lake Road from East Cedar Hills Drive to Rome Road.

C16. A recommendation from your Infrastructure Committee to approve an Ordinance establishing a posted speed limit of 25 mph in Wheatfield Subdivision.

C17. A recommendation from your Infrastructure Committee to approve an Ordinance establishing a posted speed limit of 25 mph in Cobblestone Estates Subdivision.

C18. A resolution from your Infrastructure Committee recommending approval of a Joint Funding Agreement for State-Let Construction Work with the Illinois Department of Transportation for the rehabilitation of a bridge structure located on Pulsifer Road.

C19. A resolution from your Infrastructure Committee recommending approval of a Reimbursement Agreement between Union Pacific Railroad Company and the County of Peoria for Preliminary Engineering Services on Maxwell Road.

C20. A resolution from your Infrastructure Committee recommending approval of a Construction Engineering Services Agreement with Millennia Professional Services, Morton, Il, to perform construction engineering for structure replacement on Dickison Lane at a cost not to exceed $100,000.00.

C21. A resolution from your Infrastructure Committee recommending approval of a Construction Engineering Services Agreement with Millennia Professional Services, Morton, IL, to perform construction engineering for reconstruction of Old Galena Road at a cost not to exceed $570,000.00.

C22. Chairman Appointments.
V. ZONING ORDINANCE AND RESOLUTIONS

1. Case ZBA-2022-046, Petition of Peoria County. A Text Amendment to amend Chapter 20, Article 5, Sections 5.1 (“A-1” Agricultural Preservation District), 5.2 (“A-2” Agricultural District), 5.3 (“R-R” Rural Residential District), 5.4 (“R-1” Low Density Residential District), 5.5 (“R-2” Medium Density Residential District), 5.6 (R-3” High Density Residential District), 5.7 (“C-1” Neighborhood Commercial District), 5.8 (“C-2” General Commercial District”), 5.9 (“C-3” Regional Commercial District”), 5.10 (“I-1” Light Industrial District”), and 5.11 (“I-2” Heavy Industrial District”); Article 7, Section 7.7 Table 7-3 (“Parking Requirements”); and Article 11, Section 11.1 (“Definitions”) of the Peoria County Code. The Zoning Board of Appeals recommends approval. The Land Use Committee concurs.

2. Case ZBA-2022-0049, Petition of Michael P. Cochran. A Special Use as required in Section 20.5.2.2.1.a.1 of the Unified Development Ordinance. This section allows for a special use when a proposed land split does not meet the 25-acre minimum lot size nor the 1 dwelling unit per 25 contiguous acres density requirement in the “A-2” Agricultural District. The petitioner proposes to split 2 existing parcels and a portion of another into 6 proposed 5-acre tracts. This parcel is located in Radnor Township. The Zoning Board of Appeals recommends approval with restriction. The Land Use Committee concurs.

3. A resolution from your Infrastructure Committee recommending approval to enter into a Purchase Agreement to acquire 4422 N. Brandywine Drive, Peoria (Parcel ID 14-19-477-002) from Dr. Ziad A. Musaitif in an amount of $555,000.00 plus costs and fees.

4. SUSPENSION OF RULES

5. A Proclamation extending the Declaration of Emergency due to COVID-19 in Peoria County, Illinois.

VI. MISCELLANEOUS AND ANNOUNCEMENTS

VII. ADJOURNMENT
COUNTY CLERK REPORT ON MEMBER CREDENTIALS

STATE OF ILLINOIS  )
      ) S. S.
COUNTY OF PEORIA  )

I, Rachael Parker, County Clerk, in and for the said County of Peoria and State of Illinois, and keeper of the Records and Seal of said County, do hereby certify that the following attached copy of the Abstract of Votes Cast, for Peoria County Offices, at the General Election held on Tuesday, November 8th, 2022 was received and placed on File in this office from the Peoria County Election Commission on December 1, 2022.

In Testimony Whereof, I have hereunto set my hand and the official County Seal at Peoria, This 1st. day of December 2022.

(SEAL)

Rachael Parker
Peoria County Clerk

This document is not a true, original certification of the record unless the RAISED Seal of the County of Peoria appears above.
CANVASS OF COUNTY CLERK, SHERIFF, COUNTY TREASURER, COUNTY BOARD DISTRICTS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, NINE, TEN, ELEVEN, TWELVE, THIRTEEN, FOURTEEN, FIFTEEN, SIXTEEN, SEVENTEEN, AND EIGHTEEN, AND THE PROPOSITION TO ELIMINATE THE OFFICE OF COUNTY AUDITOR FOR THE GENERAL ELECTION HELD ON NOVEMBER 8, 2022 IN THE COUNTY OF PEORIA, STATE OF ILLINOIS.
ABSTRACT OF VOTES CAST AT THE GENERAL ELECTION HELD IN THE COUNTY OF PEORIA, STATE OF ILLINOIS, TUESDAY, NOVEMBER 8, 2022.

TOTAL NUMBER OF PRECINCTS 116
TOTAL NUMBER OF PRECINCTS REPORTED 116
TOTAL NUMBER OF REGISTERED VOTERS 118,079
TOTAL NUMBER OF BALLOTS CAST/TURNOUT 59,481/50.37%

For County Clerk
*Rachael Parker DEM 42,348
No Candidate REP 0

For Sheriff
No Candidate DEM 0
*Chris Watkins REP 45,600

For County Treasurer
No Candidate DEM 0
*Nicole Bjerke REP 44,235

For Member of the County Board District 1
*Sharon K. Williams DEM 1,747
No Candidate REP 0

For Member of the County Board District 2
*Camille Coates DEM 1,222
Jorell Glass REP 339

For Member of the County Board District 3
*Betty Duncan DEM 1,182
No Candidate REP 0

For Member of the County Board District 4
*Brandy Bryant DEM 1,774
Christian Johnson REP 1,218

For Member of the County Board District 5
*James C. “Jimmy” Dillon DEM 2,457
No Candidate REP 0
<table>
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<tr>
<th>District</th>
<th>Candidate 1</th>
<th>Votes 1</th>
<th>Candidate 2</th>
<th>Votes 2</th>
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<tr>
<td>County Board District 5</td>
<td>James C. “Jimmy” Dillon DEM</td>
<td>2,457</td>
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<td>Eden Blair DEM</td>
<td>2,270</td>
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<td>Phillip “Phil” Salzer DEM</td>
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<td>County Board District 8</td>
<td>Kanika Jones DEM</td>
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<td>*Nathan Hoerr REP</td>
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<td>County Board District 9</td>
<td>Danny Phelan DEM</td>
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<td>Sara “Sally” Owens REP</td>
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<td>Rob Reneau DEM</td>
<td>1,895</td>
<td>Luke K. Hoerr REP</td>
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<td>Mike Droste DEM</td>
<td>1,775</td>
<td>*Linda E. Daley REP</td>
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<td>Daniel E. Kelch REP</td>
<td>3,121</td>
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<tr>
<td>County Board District 13</td>
<td>Mike Antonacci DEM</td>
<td>1,328</td>
<td>*Terrence “Terry” Ruhland REP</td>
<td>2,386</td>
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<td>County Board District 14</td>
<td>No Candidate DEM</td>
<td>0</td>
<td>*Brian J. Elsasser REP</td>
<td>3,781</td>
</tr>
<tr>
<td>County Board District 15</td>
<td>Angela Salazar-Zupancic DEM</td>
<td>1,371</td>
<td>*Steven B Rieker REP</td>
<td>2,243</td>
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For Member of the County Board District 16
No Candidate DEM 0
*Matthew Windish REP 3,519

For Member of the County Board District 17
*Jennifer Groves Allison DEM 1,916
No Candidate REP 0

For Member of the County Board District 18
No Candidate DEM 0
*Paul Rosenbohm REP 3,403

Eliminate the Office of County Auditor
Shall Peoria County eliminate the internal Office of County Auditor when Peoria County already has an external Auditor as required by state law? This would be a cost savings of approximately $150,000 annually.

Vote Yes or No

*YES 39,646
NO 17,057

PASSED

IN WITNESS WHEREOF, we have hereunto set our hands on this the 23rd day of November 2022.

James Manning, Chairman

Matt Bartolo, Vice-Chairman

Valerie Timmes, Treasurer

Jeanne Williamson, Secretary

Ryan Brady, Commissioner
Rules of Order

County Board
County of Peoria, Illinois

Rachael Parker
County Clerk

TEMPORARY RULES OF ORDER
2023-2024
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A. Executive Committee  
B. Finance, Audit, and Legislative Affairs Committee  
C. Public Safety and Justice Committee  
D. Land Use Committee  
E. Ways & Means Committee  
F. County Operations Committee  
G. County Health Committee  
H. Infrastructure Committee  
I. Redistricting Committee

Standing Committees  
County Board Members and Standing Committees  
County Board District Map
TEMPORARY RULES OF ORDER
of the
Peoria County Board
2023-2024

The following Rules of Order shall govern the deliberations and the conduct of the meetings of the County Board of the County of Peoria, Illinois, and those of the committees thereof:

Article I.  MEETINGS

Section 1:  Monthly meetings of the County Board shall be held on the second Thursday of each month of the year. Except, the monthly meeting of the County Board in December of an even numbered year shall be held in conjunction with the Organizational Meeting of the County Board.

Section 2:  The first Monday in December of each even numbered year shall be known as the Organizational Meeting of the County Board. At this meeting, the order of business shall be as follows:
   A.  Call to order by presiding officer
   B.  Moment of Silence
   C.  Pledge of Allegiance
   D.  Appointment of a Temporary Chairperson by the presiding officer
   E.  Report of the County Clerk on member credentials
   F.  Swearing in of newly elected members by the County Clerk
   G.  Roll call of the members of the Board
   H.  Adoption of Rules of Order
   I.  Nominations for Chairperson of the County Board
   J.  Election of Chairperson of the County Board as provided in Article III, Section 1A
   K.  Nominations for Vice-Chairperson of the County Board
   L.  Election of Vice-Chairperson of the County Board as provided in Article III, Section 2A and thereinafter as provided in the regular order of business, commencing with "Approval of Minutes".

Section 3:  All meetings of the County Board, including special meetings, shall be held in its regular meeting room in the Courthouse, in the City of Peoria, County of Peoria, State of Illinois, unless the location is changed by action of the Board. The meeting shall convene promptly at the hour of six o’clock P.M, unless otherwise fixed by action of the Board. All meetings of the County Board shall be open to the public, except closed meetings held in executive session pursuant to the Open Meetings Act.
Section 4: Special meetings

A. Special meetings of the County Board shall be held only when requested in writing and signed by at least one-third (1/3) of the membership of the Board. The request shall be addressed to the Clerk of the Board and shall specify the time and the place of the meeting and the purpose or agenda of such special meeting. The Clerk shall, upon receipt of any such request, immediately transmit notice in writing of the special meeting to each and every member of the Board.

B. The notice shall be mailed, emailed, or given to each member of the Board not less than three (3) days prior to the date specified for the holding of the special meeting.

C. The Clerk shall publish notice of the meeting once, at least three (3) days prior to the date specified therein, in some newspaper of general circulation published in the County of Peoria.

Section 5: Any regular, adjourned, or special meeting of the Board falling upon a legal holiday shall be held on the next regular secular day at the same hour and place. The Budget meeting shall be held prior to the statutory deadline for filing the Annual Levy Ordinance with the County Clerk.

Section 6: Attendance

A. Physical attendance by Board Members is required for participation in a meeting of the Board.

B. Pursuant to and in accordance with the guidelines set forth in the Open Meetings Act, for doing so, the Board may meet via video or audio conference when:
   1) The County is under an emergency declaration ordered by the Governor of Illinois pursuant to the Illinois Emergency Management Act; and
   2) The Board Chairperson having made a local emergency disaster declaration, determines that an in-person meeting or a meeting conducted under this Act is not practical or prudent because of a disaster.

Article II. MEMBERSHIP

Section 1: The County Board of Peoria County, Illinois, shall be composed of eighteen (18) members elected from single member districts and shall have and exercise all the rights, powers, and authority as provided in the Constitution and Statutes of the State of Illinois.

Section 2: A majority of the members of the Board shall constitute a quorum for the transaction of business, and all questions which shall arise at meetings shall be determined by the votes of the majority of the members present at such meetings, except in cases as otherwise provided for by law. County Board Members shall notify the County Board Office prior to a meeting if they are not able to attend.
Article III. OFFICERS OF THE BOARD

Section 1: Chairperson

A. Selection –
   1) The names of candidates for Chairperson of the County Board shall be placed in nomination at the Organizational Meeting.
   2) Election as Chairperson shall require the vote of a majority of the members present.

B. Duties –
   1) The Chairperson shall preside at all meetings of the County Board. In the event of the absence or temporary inability of the Chairperson to preside at a meeting, the Vice-Chairperson shall serve as presiding officer for the meeting. In the event that neither is available, the members present shall choose one of their number as a temporary Chairperson a Chairperson pro-tempore to serve as presiding officer for the meeting. Specifically regarding the Organizational Meeting of the County Board, in the event that the sitting Chairperson will no longer be serving as a member of the County Board upon the installation of the new County Board, the sitting Chairperson shall designate a presiding officer for the Organizational Meeting prior to said meeting.

   2) The Chairperson shall open the sessions; call the members to order; have the general power to recognize members entitled to the floor; state and call for the vote on all questions which are regularly moved and seconded or which necessarily arise in the course of the proceedings; protect the Board from frivolous or dilatory action; restrain the members when engaged in debate within the Rules of Order subject to an appeal, without debate; subject to the requirements of the Open Meetings Act, have the power to require the meeting room to be cleared; and assist in the expediting of the business of the meeting within the rights of the Board.

   3) The Chairperson shall perform all the duties prescribed by law or by action of the Board.

   4) The Chairperson, with the concurrence of a majority of the members present at the meeting when such appointments are announced, shall appoint members to the respective Committees, unless otherwise provided by law. The power to make appointments is reserved exclusively to the duly elected Chairperson.

   5) The Chairperson shall designate one member of each Committee as the Committee Chairperson and one member of each Committee as the Committee Vice-Chairperson. Each Standing Committee shall have at least three members.

   6) The Chairperson, or, in the absence of the Chairperson, the Vice-Chairperson, shall be an ex-officio member of all Standing Committees, any Sub-committees thereof, or Advisory Committees, and may participate in the discussion and deliberations of the Committee but shall have the right to vote only in case of a tie or in the absence of a quorum of the regular meeting.

   7) The Chairperson shall assign business to the Committees of the Board according to the outline of jurisdictions and duties in Article VI, Section 2.

   8) Vacancy in Chairpersonship - In case of resignation, death, or other creation of a vacancy in the Chairpersonship, there shall be a new election for the Chairperson at the next meeting of the Board immediately following the Roll call of members of the Board.
C. Removal of Chairperson by Board Vote

1) A Chairperson may be removed, with or without cause, upon a motion adopted by an affirmative vote of four-fifths of the Board.

2) Upon adoption of a motion to remove the chairman: (i) the Chairperson position becomes vacant and the former Chairperson’s compensation shall be prorated to the date the motion was approved; (ii) the Vice-Chairperson immediately assumes the duties of Chairperson without Chairperson compensation; and (iii) a new Chairperson shall be elected at the next regularly scheduled Board meeting.

3) A Chairperson removed under this Section maintains his or her status as a member of the Board.

Section 2: Vice-Chairperson
A. Selection – The Vice-Chairperson shall be nominated and selected in the same manner as the Chairperson.

B. Duties
1) The Vice-Chairperson shall act as presiding officer in the absence or temporary inability of the Chairperson to preside at a meeting.

2) The Vice-Chairperson shall have the authority to execute documents on behalf of the Board with the prior authorization of the Chairperson in the absence or incapacitation of the Chairperson.

Section 3: The County Clerk of Peoria County, or a deputy clerk selected by the County Clerk, shall be the Clerk of the Board, shall be the keeper of the records and the minutes of the Board, and shall be in attendance at all meetings of the Board. The Clerk of the Board shall announce the business before the Board in the order in which it is to be acted upon and shall announce the results of votes taken by the Board.

Section 4: The State’s Attorney of Peoria County, or an Assistant State’s Attorney selected by the State’s Attorney, shall be Parliamentarian of the Board and upon request of the Chairperson shall render opinion and advise on questions of parliamentary law and procedure applicable to matters arising before the Board. The rules of parliamentary practice, as set forth in the 11th edition of Robert’s "Rules of Order, Newly Revised" govern the proceedings of the Board to the extent the same are not inconsistent with the Rules of Order of the Board.

Section 5: The Sheriff of Peoria County, or a deputy selected by the Sheriff, shall, at the request of the Chairperson, be Master-at-Arms during all meetings of the Board and shall preserve and maintain order and decorum in the meeting room of the Board.
Article IV. ORDER OF BUSINESS

Section 1: The order of business presented before the Board shall be as follows, unless otherwise determined upon by action of the Board.

A. Call to order by presiding officer
B. Moment of Silence
C. Pledge of Allegiance
D. Roll call of the members of the Board
E. Approval of Minutes
F. Proclamation(s) (as needed)
G. Citizens’ remarks**
H. Consent Agenda* (if required)
I. Zoning resolutions and all other resolutions and bills, all of which shall be presented to the Board by the Chairperson
J. Announcements and Miscellaneous
K. Adjournment or Recess of the Board Meeting, as appropriate.

All questions relating to priority of business shall be decided by the Chairperson without debate, subject only to appeal.

*Consent Agenda: Items of the Consent Agenda, as determined by each Committee, shall be routine matters before the Board including Communications, Reports, Appointments, non-controversial Resolutions, etc. Any member requesting removal of a Consent Agenda item for any reason for discussion or debate shall so be allowed this privilege by the Chairperson.

**Citizens’ Remarks:
1) Members of the public who wish to address the Board must provide the Chairperson with written notice of their intent to speak prior to the meeting being called to order. The pre-printed written notice shall request the name and address of the speaker, as well as a short statement indicating the speaker’s topic. Members of the public are not, however, required to provide their address as a precondition to addressing the Board.
2) Prior to the Consent Agenda, the Chairperson may recognize individuals who have provided written notice of their intent to speak. If the individual wishes to address a specific agenda item, the Chairperson may recommend deferral of the citizen’s request until the agenda item is called.
3) No speaker may debate a member of the Board. Speakers should refrain from identifying by name, Board Members, Elected Officials, Peoria County employees or other private citizens with personally disparaging or condemning remarks.
4) Each citizen is limited to five minutes unless revised by the Chairperson subject to appeal, and the aggregate Citizens’ Remarks shall not exceed thirty minutes per meeting unless the time is extended by majority vote of the members present.
Article V. PROCEDURE

Section 1: After the Board Session opens, no member shall leave for the remainder of the meeting without notifying the Chairperson or the Clerk.

Section 2: Every member, prior to speaking, making a motion, or seconding the same, shall raise his/her hand for recognition and, before further speech, shall be recognized by the presiding officer. The members shall confine all remarks to the question under consideration. Members should maintain a courteous tone and should avoid injecting a personal note into debate. The presiding officer should provide every member an opportunity to speak before recognizing a member who has already been acknowledged.

Section 3: A member, when called to order by the presiding officer, shall immediately discontinue speaking. If there is no appeal from the ruling of the Chairperson, such ruling shall be conclusive.

Section 4: When a member has the floor and is speaking, no member shall hold any private discussion at a level disruptive to the Board as determined by the Chairperson.

Section 5: No motion shall be debated or put to vote unless having first been seconded, and the motion, so seconded, shall be stated by the presiding officer before debate. Any such motion shall be reduced to writing if required by the presiding officer or by any 6 members of the Board. Any member may request that the Clerk or the presiding officer restate the motion then pending.

Section 6: Whenever a true copy of the full text of any Bill, Communication, Resolution, Ordinance, or Rules of Order has been furnished to each of the members of the Board by mail, personal delivery, electronically, or otherwise, it shall not be necessary, unless otherwise required by law or by the Rules of the Board, for the Clerk or the Chairperson of the Board to read at length the complete text to the membership of the Board when the same is presented for action, but the same may be referred to in general terms or by title only, unless a majority of the Board shall specifically request that the same be read at length in its entirety.

Section 7: Any member may appeal to the Board a ruling of the presiding officer. If the appeal is seconded, the member making the appeal may briefly state the reason for the same. The presiding officer may briefly explain the ruling, but there shall be no debate and no other member shall participate in the discussion. The presiding officer shall then put the question, "Shall the decision of the Chairperson be sustained?" If a majority of the members of the Board present vote "No," the decision of the presiding officer shall be overruled; otherwise it shall be sustained.

Section 8: The right of a member to address the Board on a question of personal privilege shall be limited to:

A. Those cases in which the integrity, character, or motives of the member are, or have been, attacked or questioned.

B. Those cases that the member believes are covered by Section 14.
Section 9: After a motion or resolution is stated by the presiding officer or has been read by the Clerk and has been moved and seconded, it shall be deemed to be in the possession of the Board. The mover of a motion or resolution cannot modify or withdraw a motion or resolution in the possession of the Board without the consent of the Board.

Section 10: If any question under consideration contains several propositions, the Board, by a majority vote of the members present, may divide the question into its component parts and act separately upon each part.

Section 11: No member of the Board shall occupy the floor in speaking or in debate for an unreasonable length of time. The period of time for discussion, on or for debate, to be allotted to individual members or to sides of a question, may be fixed by the action of two-thirds (2/3) of the members of the Board present and voting. No member shall speak twice on the same question so long as any other member who has not spoken on that question desires the floor. A member who has spoken twice on particular question has exhausted his or her right to debate that question. The presiding officer may close debate and put the question to a vote when it appears that debate has been exhausted on a particular question.

Section 12: The "yeas" and the "nays" upon a question shall be taken by electronic voting system of the membership of the Board and shall be entered in the minutes of the meeting. In case of electronic voting system failure, the Clerk shall take a roll call vote of the members of the Board in alphabetical order.

Section 13: A motion to Order the Previous Question may be adopted by a two-thirds (2/3) vote of the members present and voting. A motion to Order the Previous Question is not debatable and is out of order when another member has the floor.

Section 14: Conflicts of Interest. Board Members shall abstain from acting on any matter that comes before the County Board that will directly or indirectly benefit any public or private entity or institution when the Board Member is an officer of or sits on the governing body of such entity or institution, or in which the Board Member or the Board Member’s immediate family has a financial interest as defined in the Centralized Purchasing Ordinance of Peoria County. If a Board Member has any other conflict of interest or the appearance of a conflict of interest, the Board Member may be excused if, prior to discussion of the matter, the Board Member informs the Chairperson of his/her desire to be excused because of a potential conflict of interest or the appearance of a conflict of interest. Every member of the County Board present on the putting of a question shall vote thereon, unless excused prior to putting of the question. All members that are excused from voting will not be allowed to participate in the discussion of the matter, unless questions are directed to them by the Chairperson for informational purposes but will be counted toward the presence of a quorum. The minutes shall record members excused from voting as being present but abstaining.

Section 15: Reconsideration and Rescission:

A. A vote or question may be reconsidered at any time on the day on which the motion has been acted upon by the Board, or the next succeeding day in the event a meeting is recessed to the next immediate succeeding day. A motion to reconsider having once been made and decided in the negative shall not be renewed, nor shall the motion to reconsider be reconsidered. A motion to reconsider having been made must be
seconded, and such motion and second shall be made by members of the Board who vote on the prevailing side of the question, unless otherwise provided for by law. The motion to reconsider shall require a vote of a simple majority of the members of the Board present voting in favor of such reconsideration in order to prevail.

B. A vote, question, resolution, or an action may be rescinded if the time for a motion to reconsider has passed. A motion to rescind shall be seconded and requires a two-thirds (2/3) vote of the members present to prevail if written notice of such motion has not been presented in accordance with these Rules. In the event written notice has been given, a motion to rescind shall prevail upon an affirmative vote of a majority of the members present. Any motion to rescind must comply with the notice requirements of the Illinois Open Meetings Act.

Section 16: These Rules may be temporarily suspended, in any particular case or event, upon a motion, a second, and a favorable vote of not less than two-thirds (2/3) of the members of the Board present. The motion to suspend the Rules shall include a brief explanation of the purpose and the subject requiring the suspension of the Rules. Immediately upon the termination of the business arising out of the case or event requiring the suspension of these Rules, the operation of the Rules shall be again put into effect.

Section 17: The vote of "yeas" and "nays", on roll call of the membership of the Board, shall be taken upon the passage of all Resolutions, Ordinances, and Propositions to create any liability against the County of Peoria or for the expenditure or appropriation of its money. The vote so taken shall be entered into the minutes of the meeting. In the event a vote is taken using the electronic voting system and a Board Member inadvertently enters his or her vote incorrectly, the Member's vote may be changed if he or she notifies the Clerk of the correct vote before the Board proceeds to the next item on the agenda. The Clerk shall note the correction in, and shall enter the corrected vote into, the minutes of the meeting.

Section 18: Agenda Preparation

A. All business or resolutions of any session shall be filed in writing with the County Administrator on or before noon of the Thursday preceding a session. The Administrator shall prepare a written agenda describing all business or resolutions so filed and shall provide a copy of the agenda to each member of the Board on or before five days preceding the session. Any and all such business or resolutions set forth in the agenda may be acted upon and final action taken thereon, at any such session, without further notice or publication unless otherwise provided by law or by the Rules of the Board.

B. All new business not on the agenda that is presented at any meeting of the Board shall not be acted upon but may be received and referred to the appropriate Committee.

C. A Committee Chairperson, after consultation with the County Administrator and agreement with a majority of other Committee members, can place on the agenda items for consideration when it appears these items need to be acted upon at the next County Board meeting and it does not appear that a quorum of members of that Committee could conveniently meet prior to the Board meeting.
Section 19: Any Board Member may ask the Chairperson for the privilege of the floor for a governmental employee or representative to explain or discuss a matter then pending before the Board. Permission may be granted for other non-members to explain or discuss a pending matter either by the presiding officer or upon a majority favorable vote of the members of the Board then present.

Section 20: All Committees shall report to the Board in writing, and each Committee recommendation presented to the Board shall indicate the date the matter was voted upon by the Committee and the vote of the Committee.

Section 21: All claims and demands of the County of Peoria shall be paid as specified in the Peoria County Purchasing Ordinance; Peoria County Budget; Peoria County Travel Policy; and the Peoria County Centralized Accounts Payable Procedure Manual.

Section 22: No claim or demand against the County of Peoria shall be audited and be allowed unless the same is fully itemized.

Section 23: Any written, oral, or electronic communication by a Board Member who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a contract and that imparts or requests material information or makes a material argument regarding potential action concerning an active procurement matter, including, but not limited to, an application, a contract or a project is not permitted and such communications, as well as such communication received by a Board Member shall be reported to the State’s Attorney and County Administrator. Any and all contracts procured and entered into in violation hereof shall be deemed null and void.

Section 24: No party seeking to contract or do business with the County of Peoria will be allowed the privilege of the floor except as allowed by Article IV Section 1 and Article V Section 19. No member of the Board shall communicate directly or indirectly regarding any matter then pending before the Board or a Committee of the Board, with any party seeking to contract or do business with the County of Peoria while that party has a matter pending before the Board or a Committee of the Board.

Section 25: All bills and claims against the County of Peoria which have been allowed and paid by the County Treasurer, and all claims not allowed, shall be filed by the County Clerk and retained in the office of the County Treasurer, as provided by law. It shall be the duty of the County Auditor to examine and audit all claims and expenditures of the Departments and Offices of the County and recommend payment or rejection of the same. On occasions when a dispute between the County Auditor and a County Department or Office arises regarding payment or rejection of a claim, the Board Chairman will adjudicate the issue with assistance from the States Attorney.

Section 26: The fiscal year of the County of Peoria shall commence on the first day of January and shall terminate on the last day of December.

Section 27: The Centralized Purchasing Ordinance of Peoria County, adopted June 2003, as amended, shall be followed for all purchases.
Section 28: No alteration or amendments shall be made to these Rules of Order unless the proposal is in writing specifying in detail the change or changes desired to be made and a true copy therefore is given to each of the members of the Board. The proposal to alter or amend the Rules of Order of this Board, in order to prevail, must receive the favorable votes of not less than two-thirds (2/3) of the members of the Board present at the meeting when the action is proposed.

Section 29: The Board and each of its Committees shall, pursuant to the Open Meetings Act, review at least twice a year the minutes that were maintained at all closed sessions. At these meetings, the Board and each Committee must make a determination that the need still exists for the confidentiality of these records or that the minutes or portions thereof no longer require confidentiality and may be made available to public inspection.

Section 30: These Rules of Order are declared to be the rules of order and procedure controlling and governing the conduct of meetings and the transaction of the business coming before the Board and shall be in force and effect from and after the date of adoption thereof by majority vote of the members present at the meeting when the same are presented for adoption.

All and any Rules of Order, by-laws, standing orders, and resolutions creating Standing Committees, in operation and effect and governing the conduct of meetings and the transaction of business coming before the Board, are at the time of the adoption of these Rules of Order declared to be fully and completely repealed and to be no longer operative to the extent any prior resolution conflicts with these Rules of Order.

Article VI. STANDING COMMITTEES OF THE COUNTY BOARD

Section 1: General Provisions
A. Sub-committees. Any Committee may perform the duties assigned to it by forming a Sub-committee for that purpose. The Committee Chairperson shall appoint the members of the Committee to any Sub-committee of the Committee and shall designate the Chairperson of the Sub-committee.

B. Committee Agendas. At or prior to the first meeting of each Committee, the Committee Chairperson, in coordination with the Board Chairperson, shall schedule the time, place, and frequency of the regular meetings of the Committee and monitor Committee attendance. All Committee agenda items (contracts, resolutions, material for discussion, etc.) shall be submitted to the appropriate County Board Committee Secretary by 5:00 p.m. the Friday two weeks prior to the week of the respective Committee meeting. The respective Committee Chairperson shall have final approval of Committee agenda items. The only exception to this rule is in those circumstances where it is deemed necessary to handle an issue of an emergency nature.

C. Attendance. Each Committee member shall promptly attend all the duly convened regular and special meetings of the Committee or of any assigned Sub-committee. If for any reason a member is unable to attend such meeting, the member shall notify the Committee Chairperson or the County Board Office promptly.

1) Pursuant to the Open Meetings Act, a Committee member may attend a Committee or Sub-committee meeting by video or audio conference if all of the following are met:
a) Such Committee member provides advance notice;
b) Such Committee member is prevented from physically attending because of personal illness or disability, employment purposes or the business of Peoria County, or a family or other emergency;
c) A quorum of a Committee or Sub-committee is physically present; and
d) Unanimous consent is granted by the Committee or Sub-committee to allow such attendance by video or audio conference.

2) Committee attendance records shall be distributed semi-annually, indicating excused and unexcused absences. Any member who shall have frequent absences without reasonable cause, may, at the discretion of the Board Chairperson and Committee Chairperson, be removed from the Committee. Frequent absences are hereby defined as three consecutive unexcused absences or a total of six absences within a 12-month period.

D. Minutes. The Committee Chairperson and the Sub-committee Chairperson shall be responsible for ensuring the creation of a written record of all proceedings of that Committee, which shall include the date of the meetings, the members attending, and a concise, complete summary of the business transacted at the meeting.

E. Claims. The respective Standing Committees may receive and process the claims pursuant to the Peoria County Purchasing Ordinance or by law for the offices or departments of the County that are hereinafter assigned for liaison to the Standing Committees.

F. Oversight. The respective Standing Committees shall keep informed with regard to activities of a department that is under its general supervision or for which it serves as liaison with the Board in instances where such activities are concerned with another Committee. The minutes of any Sub-committee, Advisory Committee, Ad-hoc Committee, board, or agency that the respective Standing Committees oversee or serve as liaison shall be presented to said Committee on a regular and recurring basis. Reports containing only information, such as meeting minutes, from bodies for which a Standing Committee acts as liaison shall be filed with such Standing Committee, but no action is necessary and usually none should be taken.

G. Staff Assistance. The respective Standing Committee Chairpersons shall approve County Board Member requests for staff assistance that require more than two hours to complete. Committee-directed initiatives resulting in significant impact on staff workload, changes to the business plan of the department, the strategic plan of the County, or an unplanned budgetary impact shall be approved by Resolution of the County Board.

H. Staffing Changes. The respective Standing Committees shall review all requests originated by an elected or appointed official under its oversight for staffing changes and submit comments it deems appropriate to the County Operations Committee.

I. Notification. Each Board member shall be notified, whether by telephone, electronically, or weekly calendar, of Committee meetings.

J. Public Comment. The Chairperson of each committee may, with the consent of a majority of the committee, reasonably limit the amount of time available for public comment. If an individual wishes to address a specific agenda item, the Chairperson may recommend allowing the individual to address the committee when the agenda
item is called. Regardless of the time available for verbal public comments, Committees shall always allow written comments to be submitted for the record.

K. Annual Budget and Budget Amendments.

1) Each Standing Committee shall consider and review the annual budget for each of the offices, departments, and elected officers of Peoria County for which such Standing Committee has jurisdiction. As provided in Article VI Section 2 below, after consideration by each Standing Committee the Finance, Audit, and Legislative Affairs Committee shall consolidate, review, and recommend changes by resolution to the annual budget proposals of the other Standing Committees to recommend a complete annual budget for all activities of Peoria County for adoption by the County Board.

2) Amendments to the budget for any of the offices, departments, and officers made during the fiscal year shall be considered and reviewed by the Standing Committee that has jurisdiction. Any budget amendment that exceeds $250,000 shall also be considered by the Finance, Audit, and Legislative Affairs Committee prior to presentation to the County Board. When required by Article VI of the Counties Code an amendment to the budget shall require a two-thirds (2/3) vote of the members of the County Board.

Section 2: Jurisdictions and Duties

A. EXECUTIVE COMMITTEE

1) Jurisdictions:
   a) The Executive Committee shall act in an advisory capacity to all Standing Committees on the Board. It shall consider and report to the County Board on matters concerning the effective and efficient coordination and operation of all the various elements, programs, and functions of County government and overall policies in the administration of the affairs of the County Board. It shall act as the principal liaison between Peoria County and all other governmental bodies. Intergovernmental agreements, other than grant agreements, will be presented for action to the Executive Committee.
   b) The business of the following offices is considered by the Executive Committee:
      i) County Administrator
      ii) Economic Development
      iii) Communications
      iv) County Board
      v) General County
      vi) County Auditor
      vii) MetroPeoria Committee
      viii) Peoria Riverfront Museum
      ix) Joint Commission on Racial Equity and Justice
      x) Advisory Committee for Entrepreneurship and Small Business Development

2) General Duties:
   a) The Executive Committee shall be comprised of all Chairpersons and Vice-Chairpersons of Standing Committees, the Chairperson of the Peoria County Board, and the Vice-Chairperson of the Peoria County Board. The Chairperson of the Peoria County Board shall be the Chairperson of the
Executive Committee, and the Vice-Chairperson of the Peoria County Board shall be the Vice-Chairperson of the Executive Committee.

b) It shall enforce the provisions of the Peoria County Administrator Ordinance (Ch. 2 of the Peoria County Code). The Executive Committee shall:
   i) Review and evaluate the Administrator’s performance on at least an annual basis;
   ii) Incorporate the goals and objectives of the County Board in the Administrator’s Work Plan;
   iii) Be the designated body to recommend to the full Board the proper compensation for the County Administrator;
   iv) Be the designated body for the full Board regarding the establishment or modification of the County Administrator’s employment agreement.

c) It shall from time to time review the overall County operation and interdepartmental cooperation and coordination and shall consider and recommend policies that shall contribute to a more efficient performance of the functions of the County government.
   i) It shall review and recommend to the Board the County’s Strategic Plan.
   ii) It shall promote intergovernmental cooperation and coordination throughout the region and beyond the County of Peoria and City of Peoria governments.
   iii) It shall review all actions of the MetroPeoria Committee.

d) It shall exercise general oversight of the Peoria Riverfront Museum:
   i) It shall review and comment upon those items provided in the Lease and Operating Agreement with Peoria Riverfront Museum, including but not limited to Peoria Riverfront Museum's business plans, capital and operating budgets, Annual Statement of Community Benefit.
   ii) It shall initiate all actions of the County exercising powers under the Lease and Operating Agreement.

e) It shall consider and report on such matters that shall be referred to it from time to time by the County Board.

f) It shall exercise continuous oversight of litigation involving Peoria County.

g) It shall oversee the GAP Loan Program and all other economic development plans and programs.

h) It shall consider and recommend matters to promote the industrial, commercial, residential, and recreational development of Peoria County.
   i) It shall oversee the work of the Advisory Committee on Entrepreneurship and Small Business Development.
   j) It shall receive all communications or reports from the County Auditor.

B. FINANCE, AUDIT, AND LEGISLATIVE AFFAIRS COMMITTEE

1) Jurisdictions:
   a) The Finance, Audit, and Legislative Affairs Committee shall receive, consider, and review the budget for each of the offices, departments, and officers of Peoria County after consideration by each of the other Standing Committees:
      i. Jointly with the Executive Committee, the Finance, Audit, and Legislative Affairs Committee shall consider, adopt and submit to the
County Board both the Annual Tax Levy Ordinance and the Annual Appropriation and Budget Ordinance.

ii. Jointly with the Executive Committee, the Finance, Audit, and Legislative Affairs Committee shall review, consolidate and recommend changes to the budget proposals of the other Standing Committees to recommend a complete budget for all activities of Peoria County for adoption by the County Board.

iii. The Finance, Audit, and Legislative Affairs Committee shall monitor financial metrics throughout the fiscal year. It shall also devise performance management tools to benefit the organization’s transparency in financial practices.

iv. It shall oversee the disposal and recovery of assets through the sale of Heddington Oaks Nursing Home, recommending a proposal to the Executive Committee.

v. It shall serve as the Audit Committee, including: recommending a public accounting firm to serve as an external auditor; and, receiving and reviewing the Comprehensive Annual Financial Report and the management letter.

vi. It shall consider, review, and recommend to the County Board an annual State and Federal legislative program; and, it shall receive regular reports from the County’s registered lobbyists on the status of the legislative program and other legislative developments affecting the County.

b) The business of the following offices is considered by the Finance Committee:
   i. Finance Department
   ii. Heddington Oaks

2) General Duties:
   a) The Finance, Audit, and Legislative Affairs Committee shall be comprised of the members of the Executive Committee.
   b) Any amendments to the Annual County Budget proposed by a Board member shall be submitted to the Chairperson of the County Board, the Budget Subcommittee Chairperson, and the County Administrator no later than five o’clock P.M. on the Monday preceding the County Board's meeting to adopt the Annual County Budget. The foregoing requirement may be overridden by a majority vote of the members present at the meeting to adopt the Annual County Budget.

C. PUBLIC SAFETY AND JUSTICE COMMITTEE

1) Jurisdictions:
   a. The business of the following offices is considered by the Public Safety and Justice Committee:
      i. Sheriff and Sheriff’s Merit Commission
      ii. State’s Attorney
      iii. Circuit Clerk
      iv. Public Defender
      v. Coroner
      vi. 10th Judicial Circuit Agencies
b. The Public Safety and Justice Committee shall also liaison with the following entities:
   i. Emergency Telephone System Board
   ii. Multi-County Enforcement Group

2) General Duties:
   a. It shall consider all matters concerning the operations of the justice system in the County, including civil and criminal courts; law enforcement; adult and juvenile detention; and, emergency management.
   b. It shall consider all matters concerning environmental issues, including sustainability and resource conservation.
   c. 

D. LAND USE COMMITTEE

1) Jurisdictions:
   a. The business of the following offices is considered by the Land Use Committee:
      i. Zoning & Planning
      ii. Zoning Board of Appeals
   b. The Land Use Committee shall also liaison with the following entities:
      i. Board of Local Improvements
      ii. It shall serve as the Appeal Board under the Peoria County Housing Maintenance and Occupancy Ordinance.

2) General Duties:
   a. It shall consider all matters concerning land use regulation, including building inspections; zoning; and, land use planning.
   b. It shall review cases referred by the Zoning Board of Appeals to the County Board and make recommendations thereon.

E.WAYS AND MEANS COMMITTEE

1) Jurisdictions:
   a. The business of the following offices is considered by the Ways and Means Committee:
      i. County Clerk
      ii. County Treasurer
      iii. Supervisor of Assessments
   b. The Ways and Means Committee shall also liaison with the following entities:
      i. Peoria County Board of Election Commissioners
      ii. Board of Review
      iii. Veterans’ Assistance Commission

2) General Duties:
   a. It shall consider the finances and budget of Peoria County, including: revenues and expenditures; purchasing and contracting policies; and, financial management and fiscal policies.
   b. It shall consider all matters related to the conduct of elections in the County.
   c. It shall consider all matters related to assistance for veterans in the County.
F. COUNTY OPERATIONS COMMITTEE

1) Jurisdictions:
   a. The business of the following offices is considered by the County Operations Committee:
      i. Information Technology
      ii. Human Resources
      iii. Risk Management
      iv. Peoria County Animal Protection Services (PCAPS)
      v. It shall consider all matters related to animal control and protection.
   b. The County Operations Committee shall liaison with the following entities:
      i. EEO/Affirmative Action Coordinator
      ii. Advisory Committee on Diversity and Inclusion

2) General Duties:
   a. It shall consider all matters concerning human resources, including: labor contracts under the Illinois Public Labor Relations Act; personnel administration and policies; the Employee Health Fund and employee wellness; funding for retirement systems applicable to County employees; EEO/Affirmative Action reports and diversity, and, staffing levels and changes.
   b. It shall consider all matters related to information technology, including: internal information technology services; and, Geographic Information Systems (GIS).
   c. It shall consider all matters related to risk management, including: worker’s compensation claims; unemployment claims; liability claims against the County; and, bonds and insurance.

G. COUNTY HEALTH COMMITTEE

1) Jurisdictions:
   a. The business of the following offices is considered by the County Health Committee:
      i. Regional Office of Education
      ii. Sustainability and Resource Conservation Office
   b. The County Health Committee shall also liaison with the following entities:
      i. City/County Health Department
      ii. Emergency Management Agency
      iii. Peoria County Board for the Care/Treatment of Persons with a Developmental Disability
      iv. City/County Landfill Committee

2) General Duties:
   a. It shall consider all matters concerning public health including: the protection and promotion of health and the prevention of disease, illness and injury; and, the care and support for the elderly and differently abled.
   b. It shall consider all matters related to public education.
   c. It shall serve to review and devise strategy, methods and measures in anticipation of future public health crises.
H. INFRASTRUCTURE COMMITTEE
   1) Jurisdictions:
      a. The business of the following offices is considered by the Infrastructure Committee:
         i. Facilities Management
         ii. Highway Department
         iii. Highway and Maintenance Facilities
      b. The Infrastructure Committee shall also liaison with the following entities:
         i. Peoria Urbanized Area Transportation System
   2) General Duties
      a. It shall consider all matters concerning County buildings and grounds, including space planning; the five-year capital improvement program; and, the management and maintenance of County facilities.
      b. It shall consider all matters concerning public infrastructure in the County, including public roads and bridges; airports, railroads, and public transit systems; and, pipelines, transmission lines, sanitary sewer systems, and other regulated common carriers.

I. REDISTRIBUTING COMMITTEE
   1) General Duties
      a. The Redistricting Committee shall prepare and recommend to the full Board a redistricting plan for 18 new single-member districts.
      b. Each district shall be (1) substantially equal in population to each other district and (2) comprised of contiguous territory, as nearly compact as practicable. “Population means the number of inhabitants as determined by the county board by any reasonable method, including, but not limited to, the most recent American Community Survey 5-year data.
      c. The redistricting plan shall comply with the United States Constitution, any federal law regarding redistricting, including but not limited to the federal Voting Rights Act, the Illinois Constitution, and the Illinois Counties Code.
      d. The redistricting plan shall be drawn, to the extent practicable and subject federal and state laws, to create crossover districts, coalition districts, or influence districts as defined by the Illinois Voting Rights Act of 2011.
      e. The redistricting plan shall be prepared and recommended by the Redistricting Committee prior to the regular Board meeting in December 2021.

Section 3: Advisory Committees:
   A. City/County Landfill Committee shall act as the liaison between the County Board and the City of Peoria relative to the City of Peoria/County of Peoria Landfill. It shall report to the Health Committee.
   B. The Board of Local Improvements shall meet and have the duties and responsibilities as set forth in 55 ILCS 5/5-32001 et seq. It shall report its conclusions to the Land Use Committee.
   C. The Advisory Committee on Diversity and Inclusion shall work with the county’s Coordinator of EEO/Affirmative Action to make recommendations concerning Equal Employment Opportunities and the County’s Affirmative Action Program. The Committee shall also develop goals, objectives, and tactics to incorporate the diversity
and inclusion across the County and various Elected Officials. The Committee on Diversity and Inclusion shall also develop educational tools for the optional use by the County and Countywide Elected Officials. The Committee shall report to the County Operations Committee.

D. MetroPeoria Committee.
   1) It shall have the following responsibilities:
      a) Create short-term and long-term solutions to achieve the mission, vision, and goals of the Committee.
      b) Promote intergovernmental cooperation and coordination throughout the region and beyond the County of Peoria and City of Peoria governments.
      c) Serve as a forum for developing recommendations for resolving intergovernmental disputes between the two governments.
      d) Identify and evaluate opportunities for cooperation using the Consolidation Continuum
      e) Propose implementable solutions based on the evaluations conducted.
      f) Breakdown and overcome natural barriers to cooperation.
   2) The MetroPeoria Committee shall report to the Executive Committee.
   3) The MetroPeoria Committee shall forward to the Executive Committee and the County Board for consideration and adoption any amendments to The Charter for Intergovernmental Cooperation as previously adopted by the Peoria County Board and Peoria City Council.
   4) The MetroPeoria Committee shall forward to the Executive Committee for approval any and all intergovernmental cooperation opportunities that may require approval of the Peoria County Board.
   5) Composition. The County Board Chairperson shall select and appoint three (3) current members of the Peoria County Board to represent the County who shall serve until the next Organizational Meeting of the County Board.

E. Rules Committee. The Rules Committee shall make recommendations for amendments to these Rules of Order. The Rules Committee shall report directly to the full County Board.

F. Joint City-County Commission on Racial Justice and Equity. The Joint City-County Commission on Racial Justice and Equity shall report to the Executive Committee. It shall make an annual report that includes workplan for the upcoming year, and other duties as described in the Commission’s Charter.

G. Advisory Committee for Entrepreneurship and Small Business Development. The committee will focus on 1) conducting general or focused gap analyses of the Peoria County business environment and 2) make recommendations on preparing entrepreneurs to become business owners, and 3) development a Peoria County toolkit of resource availability to assist in small business development. The committee will collaborate with local or regional resources to improve value and avoid duplication of efforts. The committee will make recommendations to the Executive Committee to stabilize or improve existing real estate.
PEORIA COUNTY BOARD
MEETING MINUTES
Thursday, November 10, 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

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

I. APPROVAL OF MINUTES
   • Approval of October 13, 2022 County Board Meeting Minutes

   Member Fennell 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 AND PRESENTATIONS
   • A proclamation recognizing Brimfield Grade School Softball Team on their 2021 and 2022 IESA Class 1A State Championships
   • A proclamation recognizing Aaron Broomfield for his winning Peoria County Flag design
   • A proclamation recognizing November 26, 2022 as Small Business Saturday
   • Proclamations for outgoing County Board Members

III. CITIZENS' REMARKS

   Stephen Morris addressed the Board with regard to Item C9. Mr. Morris congratulated the Board on moving forward with the initiative. He complimented Dr. Justin Brown, stating that his veterinary skills are only outmatched by his compassion for animals. He expressed that the Board members have made this board one of the finest public bodies in the State and that they should be proud. He congratulated the new members and thanked the members who were leaving for their service. He specifically recognized Members Fennell and Rand.

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


C3. A resolution (item 1 conveyance) from 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 November 10, 2022, and any transaction between the parties involved not occurring within this period shall be null and void.

C4. A resolution from the Executive Committee recommending adoption of the flag design submitted by Aaron Broomfield as the official flag of Peoria County.

C5. A resolution from your Public Safety and Justice Committee recommending approval of a Police Service Agreement between Peoria County and the Department of Children and Family Services (DCFS) for the period December 1, 2022 through and until December 1, 2024.

C6. A resolution from your Land Use Committee recommending approval of the transfer of ownership for property commonly referred to as 17520 N. River Lane, Chillicothe, IL, 61523 from the County of Peoria to Chillicothe Township.

C7. A resolution from your Land Use Committee recommending approval of the transfer of ownership for property commonly referred to as 14449 N. River Beach Drive, Chillicothe, IL, 61523, from the County of Peoria to The Chillicothe Park District.

C8. A resolution from your County Operations Committee recommending approval of a one (1) year contract extension with the Peoria County Veterinary Medical Association for veterinary services and to serve as the Deputy Administrator for PCAPS.

C9. A resolution from your County Operations Committee recommending approval of a three (3) year contract, with the option for two additional one (1) year terms, with Dr. Justin Brown and Brown Animal Hospital to provide veterinary services and Deputy Administrator responsibilities for PCAPS.

C10. A resolution from your County Health Committee recommending approval of amendments to Chapter 10, Food Safety Ordinance, of the Peoria County Code, effective January 1, 2023.

C11. A resolution from your Infrastructure Committee recommending approval of the replacement of the Gordon Piatt burner on the Kewanee steam boiler at the Peoria County Courthouse by Ruyle Mechanical Services, via the Ameren Public Sector Natural Gas Incentive.

C12. A resolution from your Infrastructure Committee recommending approval of the lowest responsible bid of Stark Excavating, Inc., Bloomington, IL, in the amount of $739,762.93 for replacement of Bridge Structure Number 072-4804 on Dickison
C13. A resolution from your Infrastructure Committee recommending approval of a Joint Funding Agreement for State-Let Construction Work with the Illinois Department of Transportation for reconstruction of Old Galena Road.

C14. Chairman Appointments.

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

V. ZONING ORDINANCE AND RESOLUTIONS

1. Case #ZBA-2022-040, Petition of EDPRNA DG Illinois Development, LLC. A Special Use request from Section 20-5.2.2.2.h of the Unified Development Ordinance. This section allows for a special use in the “A-2” Agriculture Zoning District for a Solar Energy Generation Facility, provided that the conditions in Section 7.17 (“Ground Mounted Solar Energy Equipment”), of these regulations are met. The parcel is located in Medina 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. The ordinance passed by a unanimous roll call vote of 17 ayes.

2. Case #ZBA-2022-042, Petition of Lisa Rogers. A Special use request from Section 20-5.2.1.1.c which 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 in the “R-2” Medium Density Residential Zoning District. The parcel is located in Medina Township. The Zoning Board of Appeals recommends approval with restrictions. The Land Use Committee concurs.

Member Dillon moved to approve the ordinance and Member Williams seconded. Member Dillon reported there were no objectors or proponents for the request. The ordinance passed by a unanimous roll call vote of 17 ayes.

3. Case #ZBA-2022-044, Petition of Ryan McIntyre. A Special Use as required in Section 20-5.2.2.1.e of the Unified Development Ordinance. This section allows for a special use for a mobile home in the “A-2” Agriculture Zoning District, when all towing apparatus, wheels, tongue, and hitch are permanently removed, and the structure is attached to a permanent foundation and assessed as real property. The petitioner requests a special use to install a mobile home on a 2.178-acre tract of land in the “A-2” Agricultural District. The parcel is located in Rosefield Township. The Zoning Board of Appeals recommends approval with restrictions. The Land Use Committee concurs.

Member Dillon moved to approve the ordinance and Member Elsasser seconded. The ordinance passed by a unanimous roll call vote of 17 ayes.

4. A resolution from your Rules Committee recommending approval of amendments to the 2021-2022 Peoria County Board Rules of Order. *(Pending Committee Approval)*
Member Dillon moved to approve the resolution and Member Williams seconded. Member Dillon explained that a rule needed to be amended because the Chair and Vice-Chair were both stepping off the Board. He summarized the amendment, stating that an appointment would be made for someone to start the next meeting. He mentioned that he asked for other suggestions, but none were made. He stated that the new board would still need to adopt the new rules.

Member Fennell noted that during a prior discussion, he suggested leaving the language that allows the Vice-Chair to start the meeting if they were still a member of the Board. He stressed that he would vote no because that language was not included. Member Rieker observed that the new Board could still amend the rules after reviewing them. Chairman Rand commented that adjustments are often made accordingly after review. Member Dillon clarified that the rules currently allow for public comment during committee meetings with the committee chair’s approval. Member Elsasser confirmed that committee chairpersons have always allowed public comments during the meetings he has attended. The resolution passed by a roll call vote of 16 ayes and 1 nay, with Member Fennell voting nay.

5. Appointment of Jennifer Groves Allison as Peoria County Board Presiding Officer.

   Member Williams moved to approve the appointment and Member Reneau seconded. The appointment was approved by a roll call vote of 16 ayes and 1 abstention, with Member Groves Allison abstaining.

6. SUSPENSION OF RULES

   Member Fennell moved to suspend the rules and Member Pastucha seconded. The motion passed by a roll call vote of 16 ayes and 1 nay, with Member Windish voting nay.


   Member Watkins moved to approve the resolution and Member Blair seconded. The resolution passed by a roll call vote of 14 ayes and 3 nays, with Members Elsasser, Rosenbohm, and Windish voting nay.

VI. MISCELLANEOUS AND ANNOUNCEMENTS

   Member Pastucha thanked the Board and wished them a Happy Thanksgiving and Merry Christmas.

   Member Reneau recognized Gretchen Pearsall, Director of Strategic Communications, for her work on the Peoria County Flag Design Contest. He thanked Ms. Pearsall and Chairman Rand for respecting his son during the process.

   Member Blair mentioned that Travis Rosbach, the founder of Hydro Flask, was the distinguished speaker for the Turner School of Entrepreneurship and Innovation. She said Mr. Rosbach was excited about the things happening in the entrepreneurial community in Peoria County.

   Member Groves Allison thanked the retiring Board members for everything they’ve taught her over the years.
Member Fennell emphasized that he had a great time serving on the Board and is proud of the Board, administrative staff, and elected officials.

Member Dillon remarked that it is an honor to sit on the Board with everyone. He commented that one of the most rewarding things about serving on the Board is the friendships you make. He conveyed that the retiring members made a positive impact no matter how many years they may have served on the Board.

Member Elsasser wished everyone a blessed Thanksgiving.

Member Salzer observed that as a member of the infrastructure committee, Member Pastucha was always prepared and asked good questions. He discussed that he was apprehensive at first about Member Fennell coming on the Board, but after getting to know him, he found him to be knowledgeable and fair. He commented that Chairman Rand helped clarify financial issues when they arose. He stressed that Chairman Rand is a skillful individual who has led the Board through difficult times.

Member Daley said the Board would miss Member Fennell’s kind and congenial nature. She declared it had been a pleasure getting to know and serve with Member Pastucha. She noted that Chairman Rand and herself have not always agreed on everything but that his ability to grasp issues will be sorely missed.

Member Dillon brought up the Circuit Clerk’s new app that allows people to make payments and view court dates.

Chairman Rand thanked the Board for allowing him to be their chairperson.

Member Elsasser moved to go into executive session to discuss pending litigation and Member Blair seconded. The motion passed by a unanimous roll call vote of 17 ayes.

VII. ADJOURNMENT

There being no further business before the Board, the Chairman announced the meeting was adjourned.
## County of Peoria, Illinois
### Bank Account Portfolio
#### As of October 31, 2022

<table>
<thead>
<tr>
<th>Account Name</th>
<th>Account Balance</th>
<th>Variance</th>
<th>Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current Month</td>
<td>Prior Month</td>
<td>Amount</td>
</tr>
<tr>
<td>Payroll</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Juror's Payroll</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Peoria County Employee Benefit Plan</td>
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<td>Peoria County Flex Spending Acct</td>
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<td>0</td>
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<tr>
<td>County Collector</td>
<td>2,659,793</td>
<td>745,721</td>
<td>1,914,072</td>
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<tr>
<td>Operating</td>
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<td>14,859,934</td>
<td>1,725,274</td>
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<tr>
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<td>425,400</td>
<td>424,441</td>
<td>959</td>
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<tr>
<td>Peoria County Forfeiture - Federal</td>
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<td>17,948</td>
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<td>Emergency Telephone System-E911</td>
<td>6,888,933</td>
<td>6,742,103</td>
<td>148,830</td>
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<td>Trust &amp; Condemnation</td>
<td>37,680</td>
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<td>720,530</td>
<td>1,627</td>
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<td>VSP - HRA</td>
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<td>0</td>
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<tr>
<td>Abandoned Property Program</td>
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<tr>
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<td>13,082</td>
<td>2</td>
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<tr>
<td>Total Accounts at Illinois National Bank</td>
<td>39,034,040</td>
<td>35,906,773</td>
<td>3,127,267</td>
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</tbody>
</table>

### Accounts at Morton Community Bank

| **Capital Improvement**                  | 0               | 0         | 0       | 0       | 120,006| ICS   |
| Operating - Investment                   | 54,645,549      | 54,547,165| 98,381  | 0.18%  | 9,602  | ICS   |
| County Motor Fuel - Investment          | 4,356,685       | 4,347,083 | 9,602   | 0.22%  | 9,602  | ICS   |
| ARPA                                     | 35,025,926      | 34,958,691| 67,226  | 0.19%  | 57,226 | SPF   |
| Total Accounts at Morton Community Bank  | 94,028,160      | 93,852,942| 175,219 | 0.19%  | 196,843|       |

### Accounts at Commerce Bank

| General Investment Acct                  | 4,744,186       | 4,789,997 | -45,812 | -0.96% | -45,812| MI    |

**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

---

Printed 11/02/2022 @ 12:58 PM
# County of Peoria, Illinois
## Certificate of Deposit Portfolio
### As of October 31, 2022

<table>
<thead>
<tr>
<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><strong>Morton Community Bank</strong></td>
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<tr>
<td>081 Employee Health Fund</td>
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<td>1/5/22</td>
<td>1/5/23</td>
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<tr>
<td><strong>Total for Bank</strong></td>
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<td><strong>Commerce Bank</strong></td>
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<tr>
<td>030 County Health-TB Fund</td>
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<td>2/25/22</td>
<td>2/23/23</td>
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<tr>
<td>030 County Health Fund</td>
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<td>7/31/23</td>
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<td><strong>Total for Bank</strong></td>
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<td><strong>Princeville State Bank</strong></td>
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<td><strong>Total for Bank</strong></td>
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<td><strong>Integrity Bank: Bank of Farmington</strong></td>
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<td>5/12/23</td>
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<tr>
<td>081 Employee Health Fund</td>
<td>400,000</td>
<td>1/13/22</td>
<td>1/13/23</td>
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<tr>
<td><strong>Total for Bank</strong></td>
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<td></td>
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</table>

**Recap by Fund:**

|  |  
|------------------|------------------|
| 030 County Health & TB Fund | 702,913 |
| 081 Employee Health Fund | 3,200,000 |

**11010 Total Certificate of Deposits** | **3,902,913** |

|  |  
|------------------|-------|
| Total Banks | 3,902,913 |
| Difference | 0 |

Printed 11/30/2022 @ 12:54 PM
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<th>PERIOD RECEIPTS</th>
<th>RECEIABLES</th>
<th>YEAR TO DATE RECEIPTS</th>
<th>AVAIL. BALANCE</th>
<th>YTD/ BUD</th>
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<td>0.00</td>
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## Expenditure Status Report

**Date:** 11/30/2022  
**Accounting Period:** 9/22  
**Page Number:** 1  

### Fund Type 1 - General

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<thead>
<tr>
<th>2nd Subtotal</th>
<th>Title</th>
<th>Budget</th>
<th>Year to Date</th>
<th>Available</th>
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<td>Full-Time Employees</td>
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**Total General:** 56,455,452.00

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| FUND TYPE-2 SPECIAL REVENUE |

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**Expenditure Status Report**

*Peoria County, IL*

**Selection Criteria:** All

**Accounting Period:** 9/22

**Sorted By:** Fund Type, 2nd Subtotal

**Totaled On:** Fund Type

**Page Breaks On:** Fund Type

**Fund Type:** Debt Service

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**Date:** 11/30/2022  
**Time:** 13:07:20  
**Page Number:** 3
### Pekin County, IL

**Revenue Status Report**

**Selection Criteria:** ALL

**Accounting Period:** 3/32

**Sorted By:** Fund Type, 2nd Subtotal

**Totaled On:** Fund Type

**Page Breaks On:** Fund Type

**Fund Type-4 Capital Projects**

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EXPERIENCE STATUS REPORT
PEORIA COUNTY, IL
PAGE NUMBER: 4
**DATE:** 11/30/2022  
**TIME:** 13:05:23  
**PAGE NUMBER:** 5

**PEORIA COUNTY, IL**  
**REVENUE STATUS REPORT**

**SELECTION CRITERIA:** ALL  
**ACCOUNTING PERIOD:** 9/22

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

**FUND TYPE: 5 INTERNAL SERVICE**

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### Peoria County, IL

**Revenue Status Report**

**Accounting Period:** 9/22

**Selection Criteria:** orgn.fund='076'  
**Sorted By:** Fund, 2nd Subtotal

**Page Breaks On:** Fund

**FUND-076 Peoria County Parking FAC**

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**TOTAL REPORT**  
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- Period Receipts: 24,940.65  
- Available Balance: 43,338.03  
- YTD/ BUD: 80.57
### Peoria County, IL

**Expenditure Status Report**

**Selection Criteria:** orgn.fund='076'
**Accounting Period:** 9/22

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

**Fund-076 Peoria County Parking Fac**

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**Total Report**

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**Totals**  
Steven Rieker - Chairperson  
Jennifer Grove Allison- Vice Chair  
Eden Blair  
James Fennell  
Rachel Reliford  
Phillip Salzer  
William Watkins, Jr.  
Matt Windish

Clerk Fees $439.91  
Recorder/Sec of State Fees $512.00  
Total to County $1,468.00

Approved 11/28/22 (7-0 votes) Dr. Blair absent
AGENDA BRIEFING

COMMITTEE: Executive Committee
MEETING DATE: November 29, 2022

LINE ITEM: AMOUNT: $50,000

ISSUE: Proposed civil litigation settlement

BACKGROUND/DISCUSSION:

Peoria County Circuit Court case number 18 L 134 involves alleged negligence and violations of Nursing Home Care Act arising out of an incident wherein the resident sustained a large hematoma which required surgery and skin grafting. The SAO and Plaintiff’s counsel have reached an agreement to settle for $50,000 pending Board approval.

COUNTY BOARD GOALS:

STAFF RECOMMENDATION:
Approve the settlement authority requested.

COMMITTEE ACTION:
Approved 11/29/22 (11-0 votes) Dr. Blair, Ms. Bryant, Ms. Pastucha, Mr. Rand absent

PREPARED BY: Dana Hughes, Assistant State’s Attorney
DEPARTMENT: State’s Attorney’s Office
DATE: November 22, 2022
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

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

RE: Civil Litigation Settlement

RESOLUTION

WHEREAS, the County of Peoria has been asked to consider settling Peoria County Circuit Court Case No. 18 L 134; and

WHEREAS, legal counsel would recommend approval of settlement for the pending lawsuit in an amount not to exceed $50,000.

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the County Administrator has authority to settle the pending lawsuit for a payment amount not to exceed $50,000 for the case designated as Case No. 18 L 134.

RESPECTFULLY SUBMITTED,
EXECUTIVE COMMITTEE
# AGENDA BRIEFING

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<tbody>
<tr>
<td>MEETING DATE:</td>
<td>November 29, 2022</td>
<td>AMOUNT:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

## ISSUE:
For: RESOLUTION

## BACKGROUND/DISCUSSION:
In March 2021, the County Board approved a grant agreement with the Illinois Department of Transportation (IDOT), Distillery Labs, and Hanson Professional Services. The grant was a State Research and Planning (SPR) grant in the amount of $800,000 and carried a local match of $200,000. The local match was split 75/25 between the County (75%) and City of Peoria (25%). The grant’s purpose was to support the planning, marketing, operation, and initial equipment purchase for the Distillery Labs’ Smart City/Mobility Living Laboratory. It is more commonly known as the Central Illinois Living Laboratory (CILL). CILL’s goal is to create a smart technology network within the public right-of-way. The Living Laboratory gives startups and technology companies the opportunity to beta test products and solutions that will eventually be brought to market. All programs within Distillery Labs are focused on encouraging economic development through entrepreneurship, and this business incubator specifically relates to smart city and smart mobility technologies and services.

Attached to the resolution are two amendments to the agreement with Hanson Professional Services and thereby the grant agreement with IDOT. The first amendment (LEGL0200-20L0045A) reallocates $300,000 of the original grant program ($240,000 of grant dollars and $60,000 of local match) for the purpose of making subrecipient awards to specific startup companies that have technology that is ready to be deployed in the CILL. These include startups from the University of Illinois at Urbana-Champaign, Carnegie Mellon University in Pittsburgh, PA, and Grand Rapids, MI. Their products will study digital twin technology and a wide variety of traffic safety elements within the public right-of-way. $202,000 of the $300,000 reallocation will be going to the startups. The remaining $98,000 will be used to purchase and deploy infiltration sensors that will be used to collect and measure the effectiveness of the City of Peoria’s green infrastructure solutions to its combined sewer overflow issues. Data from all activities will be housed at Distillery Labs and made available to future entrepreneurs and researchers. The second amendment (LEGL0200-20L0045B) represents changes in the scope of work to the Hanson Professional Services agreement to identify and potentially solve additional local challenges with smart and connected technologies piloted at CILL. Both amendments also extend the life of the IDOT grant; the agreement with Distillery Labs; and the agreement with Hanson through June 30, 2024.

## COUNTY BOARD GOALS:

## STAFF RECOMMENDATION:
APPROVAL

## COMMITTEE ACTION:
APPROVED 11/29/22 (11-0 VOTES) DR. BLAIR, MS. BRYANT, MS. PASTUCHA, MR. RAND ABSENT

## PREPARED BY:
Scott A. Sorrel, County Administrator

## DEPARTMENT:
County Administration

## DATE:
November 21, 2022
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

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

RE: Amendments to the Agreements with Hanson Professional Services for the Implementation of the Illinois Department of Transportation’s State Planning and Research Grant Funding the Central Illinois Living Laboratory

RESOLUTION

WHEREAS, in 2021 the County of Peoria in partnership with the City of Peoria and Distillery Labs was awarded a State Planning and Research (SPR) grant from the Illinois Department of Transportation (IDOT); and

WHEREAS, the SPR grant provided funding to create the Central Illinois Living Laboratory (CILL) whose purpose is to create a smart technology network within the public right-of-way that gives startups and technology companies the opportunity to beta test products and solutions that will eventually be brought to market; and

WHEREAS, at the same time as the grant award, the County and Distillery Labs retained Hanson Professional Services to work with IDOT to develop a specific scope of work to accomplish the grant’s goals and to then implement the scope of work; and

WHEREAS, the grant agreement with IDOT and the professional services agreement with Hanson Professional Services needs to be amended to account for a time extension approved by IDOT to June 30, 2024 and a change in the scope of work to identify and pilot additional technologies that could benefit the residents of Peoria County; and

WHEREAS, the change in scope of work will reallocate both grant and local match funds to go directly to subrecipient startup companies that will deploy their technologies in the public right-of-way and to acquire and deploy infiltration sensors that will monitor and generate data measuring the City of Peoria’s green infrastructure solutions for their combined sewer overflow project.

NOW THEREFORE BE IT RESOLVED, that the County Administrator is hereby authorized and directed to execute the necessary contract documents to implement the amendments noted herein and described in the documents attached to this resolution with the approval of the States Attorney’s Office.

RESPECTFULLY SUBMITTED,
EXECUTIVE COMMITTEE
WHEREAS, Peoria County, subsequently referred to as “Client,” and Hanson Professional Services Inc., subsequently referred to as “Hanson,” have previously entered into a Professional Services Agreement PSA LEGL0200-20L0045A dated June 1, 2020, in connection with Smart Mobility Living Laboratory, subsequently referred to as “Project,” and

WHEREAS, the Client has ordered certain additions to the services being provided by Hanson for the Project.

NOW, THEREFORE, this AMENDMENT to the PSA is made this 26th day of October, 2022 to revise the Scope of Services and Cost of Services as provided herein. All other terms and conditions of the Agreement remain unchanged.

The Scope of Services is modified as follows:

I. S&CC Project Planning and Development Services
   A. Project Involvement / Public Engagement
      1. Ten (10) Stakeholder Interviews
         i. Prepare, coordinate, and document discussions for in-person or virtual interviews
      2. One (1) City Council and One (1) County Board Meeting Presentation
         i. Prepare presentation including an exhibit of the project area depicting planned improvements for discussion.
         ii. Present proposed improvements and recommendations.
         iii. Respond to questions.
   B. Information Collection
      1. Obtain and review available data, mapping, construction plans and surveys from City and County:
         i. GIS files of existing streetlight locations and attributes from the 2019 streetlight audit / survey.
         ii. Illegal dumping data and/or GIS heat maps
         iii. Crime data and/or GIS heat maps by crime category
         iv. Traffic crash data
         v. Traffic signal equipment and data
         vi. Pedestrian and bicycle facilities and accessibility
         vii. City-owned closed circuit camera system location map (GIS) if available
         viii. Locations of available fiber optic communications cables within project geographic limits
         ix. GIS topographic and parcel data and orthographic aerial photography.
      2. Conduct a field review of the study area to examine existing conditions, evaluate available improvement options, and determine use case design criteria.

C. Intelligent Technology Evaluation & Planning
The evaluation and planning process is expected to include the following:

1. Develop use case and/or specific needs-based solutions informed by feedback from project involvement / public engagement, analysis of provided data / information and field review for the defined project focus area.
2. Technology research and evaluation for selected use cases / solutions.
3. Project planning concepts, goals, and metrics development.
4. Development of schematic mapping and project phasing plan.
5. Preliminary design of a pilot project for a selected use case.

Production of Recommendation Report

The Schedule for the Services is modified as follows:

The work for this Amendment will be completed by June 30, 2024.

The Cost of Services is modified as follows:

<table>
<thead>
<tr>
<th>Cost of Services in Agreement</th>
<th>$10,000</th>
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</thead>
<tbody>
<tr>
<td>Total of Previous Amendments</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Increase this Amendment</td>
<td>$500,000</td>
</tr>
<tr>
<td>Cost of Services with all Amendments</td>
<td>$1,510,000</td>
</tr>
</tbody>
</table>

Client and Hanson hereby agree to and accept the terms as stated herein.

**Hanson Professional Services Inc.**

By: [Signature]

Title: Sr. Vice President

Date: October 27, 2022

**Client Name: Peoria County**

By: [Signature]

Title: [Signature]

Date: [Signature]
WHEREAS, Peoria County, subsequently referred to as “Client,” and Hanson Professional Services Inc., subsequently referred to as “Hanson,” have previously entered into a Professional Services Agreement PSA LEGL0200-20L0045A dated June 1, 2020, in connection with Smart Mobility Living Laboratory, subsequently referred to as “Project,” and

WHEREAS, the Client has ordered certain additions to the services being provided by Hanson for the Project.

NOW, THEREFORE, this AMENDMENT to the PSA is made this 24th day of October, 2022 to revise the Scope of Services and Cost of Services as provided herein. All other terms and conditions of the Agreement remain unchanged.

The Scope of Services is modified as follows:

IDOT SPR grant to reclassify the $300k in Equipment (comprised of $240k SPR and $60k local match on the respective Uniform Grant Budget Templates) to $300k in contractual services and subawards for the purpose of establishing remote sensor network research within the Central Illinois Living Laboratory (referred to as Central Illinois Smart Mobility Laboratory in grant documents). Please see the proposed research project list below and the revised Uniform Grant Budget Templates attached for more detail.

**Justification for proposed changes in scope:**
The original scope of the project was to complete planning and ecosystem implementation. The planning project would:

- Identify the assets required to create a testing environment for smart and connected community technology.
- Market to and encourage smart and connected community entrepreneurs and corporate thought leaders to test and deploy their products and services in the public right-of-way.
- Create a sensor network that collects data for a digital library that is available to members of Distillery Labs.

The marketing efforts noted above gained momentum and have led to the need for the zero-cost amendment. It was originally believed that either a communications network or a sensor network to collect data for the digital library would be necessary. Communication networks are available through the air within the CILL planning boundary and entrepreneurs in this space have demonstrated a need to pilot and test their technologies and services in the real world. As a result, we are requesting that the zero cost amendment repurpose the majority of funds as subawards to startups that are actively looking for real-world environments to pilot their offerings.

This amendment would reallocate $202,000 to startup subawards, and the remaining $98,000 would be used to buy and deploy storm water infiltration sensors that are intended to report the effectiveness of green infrastructure being tested by the City of Peoria. The data from the sensors will be made available to entrepreneurs, corporations, city planners, and civil engineers interested in improving green infrastructure installations.
### Description of Subawards

<table>
<thead>
<tr>
<th>Title</th>
<th>Partner</th>
<th>Subaward Amount</th>
<th>Summary Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Stormwater Infrastructure (GSI) Performance Monitoring [Complete Green Streets] Research</td>
<td>City of Peoria</td>
<td>$98,000</td>
<td>The funds will be used to buy and deploy sensors to collect data on roadway right-of-way stormwater best management practice (BMP) installations at three (3) locations. Complete Green Street demonstration projects within the Central Illinois Living Laboratory. The sensors will track green stormwater infrastructure (GSI) BMP performance and inform future right-of-way GSI planning and design. The data will be provided for use for at Distillery Labs.</td>
</tr>
<tr>
<td>Real-Time Traffic Safety, Congestion, and Pollution Research</td>
<td>GridMatrix</td>
<td>$50,000</td>
<td>This pilot project will deploy cameras at ten (10) intersections within the Central Illinois Living Laboratory. The equipment will not purchased as a part of this subaward. The subaward includes the deployment of cameras and access to the web service platform for six (6) months. The system uses edge computing and artificial intelligence-driven software to provide a real-time dashboard showcasing traffic congestion, intersection demand, near miss crashes between all modes, pollution created, etc. as well as longer-term analytics to inform transportation system efficiency, effectiveness, and safety interventions.</td>
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<tr>
<td>Pedestrian Crosswalk Lighting &amp; Alert Research</td>
<td>On It Solutions, LLC</td>
<td>$50,000</td>
<td>This research project will install a lighting system designed to illuminate landing and crosswalk areas as well as actively alert drivers of a potential pedestrian presence. The research project will determine the reduction of pedestrian risk caused by these improvements by studying behavior changes between roadway users and pedestrians. Impacts of specialized crosswalk lighting and connected infrastructure and/or vehicle alert systems may also be tested in the research within the Central Illinois Living Laboratory. The system will inform pedestrian safety strategies and Complete Streets planning and design. The equipment will not be purchased as a part of this project.</td>
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<tr>
<td>Underground Digital Twin</td>
<td>Mach9 Robotics</td>
<td>$75,000</td>
<td>The pilot project will drive arterial streets in CILL in an effort to create a digital twin of the subsurface conditions. The pilot will use a combination of ground penetrating radar and LiDAR to collect data that will processed with propriory machine learning (ML) software. The ML software will provide the City of Peoria with information regarding material condition material types, material depths, and location of underground pipes and utilities. The goal of the pilot is to cost effectively and non-invasively collect and create information that can be used</td>
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for asset management decision support and design projects.

<table>
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<tr>
<th>PROWAG Sidewalk Compliance</th>
<th>DeepWalk</th>
<th>$27,000</th>
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The pilot project will collect sidewalk physical characteristics and condition data using a cell phone. The data will be processed using proprietary ML to determine if segments of sidewalk and multiuse paths meet PROWAG and inform sidewalk asset management and transition plans to help improve future compliance rates.

The Schedule for the Services is modified as follows:

Extension of grant period from end date of 9/30/22 to end date of 6/30/23.

The Cost of Services is modified as follows:

<table>
<thead>
<tr>
<th>Cost of Services in Agreement</th>
<th>$ 10,000</th>
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</thead>
<tbody>
<tr>
<td>Total of Previous Amendments</td>
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</tr>
<tr>
<td>Increase this Amendment</td>
<td>$ 300,000</td>
</tr>
<tr>
<td>Cost of Services with all Amendments</td>
<td>$ 1,010,000</td>
</tr>
</tbody>
</table>

Client and Hanson hereby agree to and accept the terms as stated herein.

Hanson Professional Services Inc.

By: ________________________________

James P. Messmore

Title: Sr. Vice President

Date: October 27, 2022

Client Name: Peoria County

By: ________________________________

Title: ________________________________

Date: ________________________________
AGENDA BRIEFING

COMMITTEE: JOINT RESOLUTION County Operations & Finance Committees
LINE ITEMS: 026-1-026-3-228-53071
MEETING DATE: November 28th and 29th
AMOUNT: $110,000

ISSUE: Authorization to accept the $110,000 bequest from the John L. Becker Trust and appropriate the same amount into line item 026-1-026-3-228-53071 with the approval to then issue payment of $110,000 to the Peoria Humane Society.

BACKGROUND/DISCUSSION:
The John L. Becker Trust recently contacted PCAPS and the Peoria Humane Society (PHS) regarding a bequest made to PAWS. Because PAWS no longer is a legal entity and the new legal entity is PCAPS, the County is the appropriate legal receiver of the bequest. After discussions with the Becker family attorney, it was determined that the intent of the bequest was to benefit the PHS, which is a longtime partner of both the County and the City in operations for PAWS/PCAPS.

Therefore, it is recommended that the board authorize staff to accept the donation. It is further recommended that budget amendment be made to appropriate the $110,000 bequest so that a payment in the same amount can be made to the PHS.

COUNTY BOARD GOALS:

SAFE AND HEALTHY COMMUNITY
HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:
Authorize acceptance of the bequest from the John L. Becker Trust and amend the PCAPS budget to appropriate $110,000 into line item 026-1-026-3-228-53071 for payment to the PHS. Furthermore, authorize the County Administrator negotiate and execute the documents necessary for these transactions.

COMMITTEE ACTION:

Approved by County Operations Committee 11/28/22 (5-0 votes) Ms. Pastucha absent
Approved by Finance Audit and Legislative Affairs Committee 11/29/22 (11-0 votes) Ms. Bryant, Dr. Blair, Ms. Pastucha, Mr. Rand absent

PREPARED BY: Shauna Musselman, Assistant County Administrator
DEPARTMENT: County Administration
DATE: November 18, 2022
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your County Operations Committee and your Finance Audit and Legislative Affairs Committee do hereby recommend passage of the following Resolution:

Re: Authorization to accept and appropriate an additional $110,000 to the PCAPS fund 026-1-026-3-228-53071 in order to accept the bequest from the John L. Becker Trust and authorize payment of the same amount to the Peoria Humane Society (PHS).

RESOLUTION

WHEREAS, the Peoria County Board has declared as a statement of policy that animal control and protection services will be a core service of Peoria County Government aligned to the Board's Mission Statement and Strategic Goals; and

WHEREAS, the John L. Becker Trust has notified the County and the PHS of a $110,000 bequest to PAWS; and

WHEREAS, PCAPS is the legal successor entity of PAWS but the Trustee claims that the intent was that the funds were to go to the PHS;

NOW, THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that One Hundred Ten Thousand dollars ($110,000) be accepted from the John L. Becker Trust. Furthermore, be it resolved that the same amount shall be appropriated to the PCAPS fund 026-1-026-3-228-53071 for a $110,000 payment to the Peoria Humane Society in keeping with the stated intent of the bequest and also that the County Administrator shall be authorized to negotiate and execute the documents necessary to fulfill this resolution.

RESPECTFULLY SUBMITTED,
County Operations Committee

Finance Audit and Legislative Affairs Committee
AGENDA BRIEFING

COMMITTEE: Finance, Audit, & Legislative Affairs Committee  
MEETING DATE: November 29, 2022  
LINE ITEM: General County  
AMOUNT: $35,000 (annual)

ISSUE:
For RESOLUTION: Authorization to execute a contract extension to the existing agreement with Anderson Legislative Consulting for state legislative (lobbying) services

BACKGROUND/DISCUSSION:
For more than 25 years, the County has made use of state legislative services to represent the County's interests and agenda in Springfield. For that entire tenure, Anderson Legislative Consulting has provided these services. The most recent contract with Anderson Legislative Consulting started in January 2018 and will expire on December 31, 2022. These services supplement the strong relationships members of the County Board and the County Administrator have with our area legislators.

The three-party approach – County, Legislator, and Lobbyist – has worked successfully in both stopping legislation that erodes the county's powers and funding, and getting legislation passed to assist Peoria County in making the community better. The scope of work in the RFP includes the historical work of lobbying the General Assembly on the County's behalf related to policy. It also includes added services of being able to proactively lobby state agencies on the County's behalf when administrative issues arise, and proactively lobbying the Executive Branch and the General Assembly to secure funding for capital projects should a capital bill become a reality.

Staff recommends approval of another five (5) year contract to commence on January 1, 2023 with the same scope of work as the previous contracts. The recommended compensation to Anderson Legislative Consulting is a one-time increase from $30,000 per year to $35,000 per year with the rate then being held flat for the entirety of the five-year (5) contract at $35,000.

COUNTY BOARD GOALS:

STAFF RECOMMENDATION:  
APPROVAL

COMMITTEE ACTION:
APPROVED 11/29/22 (11-0 VOTES)  
DR. BLAIR, MS. BRYANT, MS. PASTUCHA, MR. RAND ABSENT

PREPARED BY: Scott A. Sorrel, County Administrator  
DEPARTMENT: County Administration  
DATE: November 30, 2022
This Agreement is entered into this 1st of January 2023 between the County of Peoria, a Body Politic and Corporate (hereinafter the County) and Anderson Legislative Consulting, Ltd., with offices located at 1623 Bull Valley Drive, Woodstock IL 60098 (hereinafter referred to as ALC).

WHEREAS, the County of Peoria has the authority pursuant to Illinois State Law to make all contracts and to do all other acts in relation to the concerns of the County which the County deems necessary in the exercise of its corporate powers; and

WHEREAS, the County has recognized the necessity to acquire professional consulting services for legislative activities related to the State of Illinois General Assembly; and

WHEREAS, ALC has the capacity to provide these services. NOW THEREFORE, the parties agree as follows:

1. ALC is hereby retained as a consultant for the Peoria County Board, in accordance with the provisions of this Agreement.

2. ALC shall do, perform and carry out in a satisfactory and proper manner to the satisfaction of the County the work and services describes in the Exhibit A, which is attached hereto and incorporated by reference herein.

3. To ensure adequate review and evaluation of the work and proper coordination among the interested parties, the County shall be kept fully informed concerning the progress of the work and services to be preformed hereunder. The County may require ALC to meet with designated officials of the County from time to time to review the work. Reasonable prior notice of such review meetings shall be given to ALC.

4. The County may require changes in the work services ALC is to perform hereunder. Such changes, including any increase or decrease for compensation, which are mutually agreed upon by and between the County and ALC, shall be incorporated in written amendments to this Agreement.

5. The parties enter into this Agreement on the date first stated above; further, the Agreement shall commence on the 1st day of January, 2023, and is for five (5) consecutive one (1) year contract, to terminate on the 31st of December, 2028.

6. ALC, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to ALC's activities pursuant to this Agreement.
7. ALC is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner or means of performing the services and obligation of this Agreement. However, the County reserves the right to review Anderson's work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.

8. Nothing in this Agreement shall prevent ALC from engaging in other consulting activities or businesses apart from the services provided by this Agreement.

9. Nothing in this Agreement shall prevent ALC from utilizing the services of others in the performance of this Agreement. ALC and the County agree that the County has no obligation to pay such other, as they remain the obligation of ALC. ALC shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, and such other fees as required by law.

10. The parties agree to comply with the terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act. Additionally, ALC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, national origin, place of birth, or because of the attainment of age of forty (40) years, or handicap unrelated to the bona fide occupational qualification of the position, or status as a disabled veteran or Vietnam Era veteran. ALC will take affirmative action to comply with the provisions of Section 6.5 of Peoria County Purchasing Ordinance. ALC will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening referral and selection of job applicants, and prospective job applicants.

11. ALC agrees that the provisions of Section 6.5 of the Peoria County Purchasing Ordinance are hereby incorporated into this Agreement by reference, as if they were set out verbatim. ALC further agrees that the provisions of the Illinois Human Rights Acts (775 ILCS 5/1-1 et seq.) as hereinafter amended, are hereby incorporated into this Agreement by reference and made a part hereof.

12. In addition to remedies and notwithstanding any other remedies the parties may have under these Agreements or at law, the County may recover from ALC by set-off against the unpaid portion of the contract price the sum of Five Hundred Dollars ($500.00) per day as liquidated damages and not as a penalty, for each day that ALC fails to comply with the affirmative action provisions of this Agreement as determined by the Director and the Peoria County Affirmative Action Committee. This said sum being fixed and agreed upon by and between the County and ALC because of the impracticability and extreme difficult of affixing and ascertaining the actual damages the County would sustain.
13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

14. No waiver of any breach of this Agreement of any provision hereto shall constitute a waiver of any other further breach of this Agreement or any provision thereof.

15. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

16. This Agreement may not be assigned by either party without the prior written consent of the other party.

17. This Agreement may be terminated during its term at the request of either party upon one party providing the other with ninety (90) days written notice prior to the effective date of such termination.

18. In case of termination of this Agreement prior to the scheduled termination date, the compensation obligation of the County shall be determined by prorating the total amount based on the number of months actually served under the Agreement. Any overpayment by the County shall immediately be refunded by ALC. Any other payment by the County shall be immediately paid to ALC.

19. This Agreement is severable and the invalidity or unenforceability of any provisions of this Agreement or any part shall not render the remainder of this Agreement invalid or unenforceable.

20. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such party.

21. Should either party desire to renew this Agreement beyond the termination date, thirty (30) days written notice prior to the termination date shall be given by the party wishing to do so.
22. All written notices shall be mailed by certified mail to the following addresses:
   For ALC:
       Letitia Dewith-Anderson
       Anderson Legislative Consulting, Ltd.
       1623 Bull Valley Drive
       Woodstock, Illinois 60098
   
   For the County of Peoria:
       Mr. Scott Sorrel
       Peoria County Administrator
       Room 502, Peoria County Courthouse
       324 Main Street Peoria, Illinois 61602

23. The parties agree that the foregoing and Exhibit A which is attached hereto constitute all the agreements between the parties.

24. ALC shall be compensated for the work and services to be performed under this Agreement as set forth in Exhibit A.

IN WITNESS WHEREOF, the parties have affixed their respective signatures on this __________ day of ______________________, 202 ___.

ANDERSON LEGISLATIVE CONSULTING, LTD.

________________________________
Letitia Dewith-Anderson

THE COUNTY OF PEORIA

________________________________
Scott A. Sorrel, County Administrator

ATTEST:

________________________________
Rachael Parker, Peoria County Clerk
Exhibit A

Anderson Legislative Consulting, Ltd. (ALC) will be in the Capitol Building in Springfield, Illinois, when the Illinois General Assembly is in session and convened. ALC will work with the County of Peoria prior to General Assembly convening, as needed, to introduce legislation, amendments, meet with staff and other entities on specific County issues.

ALC will meet with the County of Peoria to discuss their legislative agenda, legislative updates, and legislative strategy. (ALC does not conduct or attend meetings outside of the Capitol Building on days the Illinois General Assembly is in session.)

ALC will have the following personnel assigned to working on behalf of the County of Peoria: Letitia Dewith-Anderson and subcontractors Taylor Anderson and Allison F. Richard. Anderson Legislative Consulting, Ltd. will provide the following services to adequately meet the needs of the County of Peoria:

**SUBSTANTIVE LEGISLATIVE SERVICES**

- ALC will secure the necessary legislative, executive and state agency contacts to ensure the County of Peoria's concerns and issues are heard.
- ALC will track and monitor legislation, amendments and conference committee reports determining any potential impact on the County of Peoria (ALC has a tracking system created specifically for the County).
- ALC will build coalitions with tradition allies (other county and local government entities) as well as nontraditional allies (business associations and not-for-profit entities) and identifying common issues and goals.
- ALC will create and maintain a tracking system that will be updated daily and provided to the County Administrator or designee, when the General Assembly is in session.
- ALC will monitor the budget process and advise the County of potential impacts.
- ALC will work with the County of Peoria to determine when it is necessary for County personnel to provide testimony before legislative committees. ALC will coordinate, brief, and attend with the personnel making sure they are fully prepared.
- ALC will provide an end of the year report summarizing actions taken by the General Assembly including any County of Peoria related legislation.
- ALC will create and submit timely updates on action taken by the Governor on legislation pertaining to the interest of the County of Peoria as well as report on developments as they occur during the regularly scheduled Fall Veto Session or any Special Sessions that should happen to occur.
- ALC will advise and assist the County of Peoria in establishing its annual legislative agenda and attend the County's Annual Legislative Breakfast.
- ALC will attend County Board Meetings, as deemed necessary, to provide legislative updates and answer relevant questions.
APPROPRIATION AND FUNDING SERVICES

- ALC will meet with key budgetary leaders and staff seeking to advance the County's budget needs prior to drafting of the budget by the Governor's Office of Management and Budget and budget submittal to the Illinois General Assembly.
- ALC will meet with legislative budget leaders and their key staff, committee members and Executive branch staff to emphasize the County of Peoria's budget and policy priorities, and in that context, help shape the County's legislative funding strategy.
- ALC will create and provide to the County's personnel, timely information on all budgetary issues of concern to the County as well as an analysis relating to budgetary and funding opportunities and issues pertaining to local governments.
- ALC will assist the County of Peoria in positioning itself in actively pursuing State funds by developing an outline of the County's funding priorities/needs.
- ALC will assist the County of Peoria in conducting an in-depth inventory to determine and document the County's strengths as they relate to pursuing capital funding, State appropriations and other funding sources.

TERM AND COMPENSATION

Peoria County approves said Agreement contract with Anderson Legislative Consulting, Ltd. The Agreement commences the 1st day of January 2023 and is for five (5) consecutive years. Annual compensation for this Agreement shall be thirty-five thousand dollars ($35,000) per year.
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Finance, Audit, and Legislative Affairs Committee does hereby recommend passage of the following Resolution.

Re: Contract Extension for State Legislative Services

RESOLUTION

WHEREAS, for over twenty-five (25) years, the County of Peoria has had great success in enhancing its relationships with its state legislators through the use of contracted legislative services, and;

WHEREAS, throughout that entire time, the County has contracted with Anderson Legislative Consulting Services with their most recent contract commencing on January 1, 2018 and expiring on December 31, 2022, and;

WHEREAS, the services Anderson Legislative Consulting provides to advocate on behalf of the County of Peoria for specific policy issues with the county’s state legislators, executive branch, and state agencies has benefited the residents and taxpayers of Peoria County, and;

WHEREAS, your committee has determined that it is in the best interests of the County to enter into a new contract for these services with Anderson Legislative Consulting.

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized and directed to execute a contract extension, with the approval of the State's Attorney, for state legislative services with Anderson Legislative Consulting for a period of five years commencing January 1, 2023 in an amount not to exceed Thirty-Five Thousand Dollars ($35,000) annually.

RESPECTFULLY SUBMITTED,
FINANCE, AUDIT, AND LEGISLATIVE AFFAIRS COMMITTEE
Peoria County has partnered with RSM to review Heddington Oaks’ Accounts Receivable amounts connected with the Medicare program. Reports are sourced from the Centers for Medicare & Medicaid Services (CMS) through RSM and from Heddington Oaks records. The review covers any open accounts during the period of 2013 through the closure of Heddington Oaks in 2020. The main focus of the review was to identify amounts related to the Medicare program that are deemed permissible to be placed on the Medicare Cost Report for reimbursement due to non-collection.

Through this review, $621,027.37 was identified as currently outstanding in the Heddington Oaks’ Accounts Receivables which is deemed uncollectible and if written off, a large portion could be included on the final Medicare Cost Report. Of this amount, $518,064.92 is Medicare A and $102,962.45 is Medicare B. Permissible amounts written off on the Medicare Cost Report, related to Medicare A accounts only, may result in a reimbursement of up to 65% of the total amount of Medicare A balances. Therefore, it is proposed that $621,027.37 be written off, including $518,064.92 in Medicare A balances to include on the final Medicare Cost Report with potential reimbursement of up to 65% of that amount. The Medicare Cost Report must be filed by May 31st of the year following the year of accounts written off. Thus, if the board approves write-offs of all remaining Medicare account balances in 2022, this will be the final Medicare Cost Report to be filed.

Per the Heddington Oaks’ Bad Debt Policy, this requires the approval of the Peoria County Board.
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Finance, Audit, and Legislative Affairs Committee does hereby recommend passage of the following Resolution:

RE: Heddington Oaks’ Write-Offs for Reimbursement

RESOLUTION

WHEREAS, There is a Heddington Oaks’ Bad Debt Policy that provides for the write-off of uncollectible accounts; and

WHEREAS, There is a section of the Medicare Cost Report where permissible written-off uncollectible accounts may be submitted for reimbursement; and

WHEREAS, There is $621,027.37 of the Heddington Oaks’ Accounts Receivable Aging Report related to the Medicare program which are deemed uncollectible as defined by the Heddington Oaks’ Bad Debt Policy; and

WHEREAS, Despite write-off, attempt to recover funds will still be made if warranted; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that the $621,027.37 of uncollectible Heddington Oaks’ Accounts Receivable be written off as bad debt.

RESPECTFULLY SUBMITTED,
FINANCE, AUDIT, AND LEGISLATIVE AFFAIRS COMMITTEE
ISSUE:
Dispatch Service Agreement between Peoria County and the Village of Glasford

BACKGROUND/DISCUSSION:
The Peoria County Sheriff’s Office and the Village of Glasford currently have an intergovernmental agreement for dispatch services that expires on December 31, 2022. The Peoria County Sheriff’s Office and the Village of Glasford would like to enter into another intergovernmental agreement in order to continue these dispatch services beyond the expiration of the current intergovernmental agreement.

The term of this new agreement is for five (5) years beginning 1/1/23 and continuing through 12/31/27. The total cost of the agreement is $19,020. The pricing in the agreement represents an approximate 3% increase each year.

COUNTY BOARD GOALS:
EFFECTIVE SERVICE DELIVERY
COLLABORATION

STAFF RECOMMENDATION:
Approval

COMMITTEE ACTION:
Approved 11/29/22 (5-0 votes) Ms. Bryant and Dr. Blair absent; Mr. Elsasser absent for vote

PREPARED BY: Doug Gaa
DEPARTMENT: Sheriff’s Office
DATE: 10/27/22
This Agreement made on the _____ day of ______________ 2022, by and between the COUNTY OF PEORIA, Illinois, A body Politic and Corporate, (hereinafter referred to as the COUNTY), Chris Watkins, PEORIA COUNTY SHERIFF (hereinafter referred to as the SHERIFF), AND THE VILLAGE OF GLASFORD, located in the County of Peoria, State of Illinois, (hereinafter referred to as the VILLAGE).

WITNESSETH THAT:

WHEREAS, pursuant to a previous Agreement, the COUNTY provided to the VILLAGE certain services relating to law enforcement data, investigative information, as well as dispatching services for the Police Department of the VILLAGE; and

WHEREAS, the VILLAGE continues to desire to obtain these services from the COUNTY; and

WHEREAS, the COUNTY, the SHERIFF and the VILLAGE have reached an Agreement pursuant to the authority granted by the Illinois Constitution of 1970, Article Seven (7), Section Ten (10).

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY, the SHERIFF, and the VILLAGE as follows, that:

1. This Agreement shall be effective for a period of time from January 1, 2023 through and including December 31, 2027.
2. The VILLAGE shall pay to the COUNTY in accordance with the following schedule.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Monthly Installment</th>
<th>Annual Total</th>
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<tr>
<td>2027</td>
<td>$335.00</td>
<td>$4,020.00</td>
</tr>
</tbody>
</table>

3. In exchange for the aforementioned sums, the COUNTY shall provide to the VILLAGE data from LEADS (Law Enforcement Agency Data System), NCIC (National Crime Information Center) and CAD (Computer Assisted Dispatch). These services shall be used in accordance with all Federal, State and Peoria County Sheriff's Office protocols and guidelines. Services shall be provided to the VILLAGE in the same manner as previously provided to the VILLAGE.

4. The VILLAGE shall provide the following to the COUNTY within seven (7) days from the commencement of this Agreement:

a) the full names, social security numbers, dates of birth, and home phone numbers of all VILLAGE Police Department personnel;

b) the hours of the day and the days of the week that VILLAGE Police Department personnel will be available for calls. This schedule must be an advanced one so that copies may be made available to the communications center;

c) the VILLAGE Police Department phone number(s);
d) the name and home phone number of the chief of the VILLAGE Police Department;

e) the name and phone number of the VILLAGE mayor; and

f) the number and call designator of all radio equipment which is set to the Peoria County Sheriff's Office talk groups and radio frequency.

5. The VILLAGE also agrees that if any of the information as stated in paragraph four (4) above is changed, the VILLAGE will immediately notify in writing the Peoria County Sheriff's Office of the change.

6. The initial payment hereunder is due on January 1, 2023 and each monthly payment shall be due and payable on the first day of each month thereafter until the expiration of this Agreement.

7. This Agreement may be terminated by either party by giving the said other party sixty (60) days written notice of termination of this Agreement. In case said notice of termination is sent to the COUNTY from the VILLAGE, the VILLAGE shall send this notice of termination to the SHERIFF of Peoria County, 301 N Maxwell Rd, Peoria IL 61604. In case this notice of termination is sent to the VILLAGE from the COUNTY, the COUNTY shall send the notice of termination to the post office address of the VILLAGE. In the event of such termination, payment due to the COUNTY shall be prorated through the last day of service provided to the VILLAGE.

8. The VILLAGE agrees to indemnify and otherwise hold harmless the COUNTY, the SHERIFF of Peoria County, and the SHERIFF’S employees and agents against any and all claims made wholly or partially on the account of any act or omission of the VILLAGE in the use or misuse of LEADS or NCIC.

9. The foregoing constitutes the entire Agreement between the COUNTY and the VILLAGE. No verbal statement shall supersede any of its provisions. This Agreement may be amended by a mutual written agreement executed with the same formalities and in the same manner by which this Agreement was executed.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first above written.

COUNTY OF PEORIA, ILLINOIS

By: ___________________________
   Administrator of Peoria County

ATTEST: _______________________
     County Clerk

VILLAGE OF GLASFORD, ILLINOIS

By: ___________________________
   Mayor, Village of Glasford

ATTEST: _______________________
     Village Clerk

________________________________
Chris Watkins, Sheriff of Peoria County
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Dispatch Services Agreement between Peoria County and Village of Glasford, 1/1/23-12/31/27

RESOLUTION

WHEREAS, the County of Peoria and the Peoria County Sheriff’s Office had previously entered into intergovernmental agreements with the Village of Glasford for dispatch services to that Village; and

WHEREAS, the Village of Glasford and the Sheriff of Peoria County have agreed to update the intergovernmental agreement with Peoria County and the Sheriff so that the Village can continue to receive the dispatch services previously provided; and

WHEREAS, the Sheriff and your Committee recommend that the County of Peoria enter into the attached intergovernmental agreement with the Village of Glasford providing dispatch services from January 1, 2023 through December 31, 2027, totaling $19,020 over the term of the contract to be paid to the County; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the Peoria County Administrator is hereby authorized and directed to enter into the attached intergovernmental agreement with the Village of Glasford, pending approval by the Peoria County State’s Attorney’s Office.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee
LINE ITEM: Revenue 001 012 3 311 34051

Expenditure:

ISSUE:
Police Service Agreement between Peoria County and the City of West Peoria

BACKGROUND/DISCUSSION:

The Peoria County Sheriff’s Office and the City of West Peoria currently have an intergovernmental agreement for police services that expires on December 31, 2022. The Peoria County Sheriff’s Office and the City of West Peoria would like to enter into another intergovernmental agreement in order to continue these police services beyond the expiration of the current intergovernmental agreement.

The term of this new agreement is for five (5) years beginning 1/1/23 and continuing through 12/31/27. The City of West Peoria has increased their police service coverage to (24) hrs. (7) days a week. Their previous police service coverage was (20) hrs. (5) days a week and (12) hrs. (2) days a week. The total cost of the agreement is $2,697,840. The pricing was incrementally increased over the term of the contract in order to meet the values of the cost study.

COUNTY BOARD GOALS:

EFFECTIVE SERVICE DELIVERY

COLLABORATION

STAFF RECOMMENDATION:
Approval

COMMITTEE ACTION:
Approved 11/29/22 (6-0 votes) Ms. Bryant and Dr. Blair absent; Mr. Elsasser voted aye via teleconference

PREPARED BY: Doug Gaa
DEPARTMENT: Sheriff’s Office
DATE: 10/27/22
This Agreement made on the _____ day of ____________ 2022, by and between the COUNTY OF PEORIA, Illinois, A body Politic and Corporate, (hereinafter referred to as the COUNTY), Chris Watkins, PEORIA COUNTY SHERIFF (hereinafter referred to as the SHERIFF), AND THE CITY OF WEST PEORIA, a municipal corporation, (hereinafter referred to as the CITY).

WITNESSETH THAT:

WHEREAS, the COUNTY, the SHERIFF and the CITY previously entered into an agreement for the provision of police services to the CITY; and

WHEREAS, said agreement was subsequently amended to include bicycle patrol services; and

WHEREAS, the COUNTY, the SHERIFF and the CITY have reached an Agreement pursuant to the authority granted by the Illinois Constitution of 1970, Article Seven (7), Section Ten (10), whereby this objective may be accomplished.

WHEREAS, the parties hereto agree that this Agreement supersedes all previous agreements between them concerning the subject matter hereof.

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

1. This Agreement shall be in effect for a period from January 1, 2023 through and including December 31, 2027. This Agreement may be terminated by either party with sixty (60) days’ notice to the other party. If this Agreement is so terminated early, payment due to the COUNTY shall be prorated through the last day of service provided to the VILLAGE.
2. The CITY shall pay to the COUNTY monthly installments in accordance with the following schedule.

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<tr>
<td>2027</td>
<td>$49,955.00</td>
<td>$599,460.00</td>
</tr>
</tbody>
</table>

Said payments shall be for patrol, related services, and equipment costs incurred by the Peoria County Sheriff's Office in the performance of this Agreement except bicycle patrol services. The CITY additionally shall pay to the COUNTY $160.00 per hour for the provision of bicycle patrol to be invoiced to the CITY separately from the amounts listed above. All payments for services rendered under this Agreement shall be due on January 1, 2023 and the first day of every month thereafter, with payments to be made within ten (10) days of receipt of billing.

3. The SHERIFF shall employ and the COUNTY shall fund a sufficient number of peace officers for the Sheriff's Office and will procure such additional equipment as is necessary for the police services to be performed under the terms of this Agreement. Bicycle patrol services shall consist of two commissioned officers equipped with full and regular bicycle patrol equipment.

4. The peace officers who are to perform the police services hereunder shall be designated by the SHERIFF and remain subject to the SHERIFF'S control and direction.
5. The SHERIFF shall, upon request by the CITY, establish an orientation program for the citizens of West Peoria, with the cooperation and assistance of the Mayor of the CITY.

6. The SHERIFF SHALL establish an orientation program for the designated peace officers concerning their duties and responsibilities under the terms of this Agreement.

7. The COUNTY shall maintain a communications system adequate to provide twenty-four (24) hour police communications for the benefit of the citizens of the CITY.

8. The police services to be provided by the SHERIFF to the CITY of WEST PEORIA hereunder shall consist of the following:

   a. The SHERIFF shall provide twenty-four (24) hour, seven (7) days per week police patrol within the area of the CITY, exclusive of bicycle patrol services. These patrols shall be in coordination with the normal shift hours of the Sheriff's Office, and determined by the SHERIFF in consultation with the Mayor of the City.

   b. The SHERIFF shall provide up to one hundred (100) hours of bicycle patrol. Additional hours of bicycle patrol may be provided upon written agreement of the SHERIFF and the CITY'S Mayor. The days and hours bicycle patrol is to be conducted shall be determined by the SHERIFF in consultation with the CITY'S Mayor.

   c. The patrols to which reference is made in Section 8a above shall be in addition to routine patrols performed by the regular deputies of the Sheriff's Office.

   d. During all patrols, the SHERIFF will enforce laws of the State of Illinois and the Police Ordinances of the City. The particular Police Ordinances of the City to be enforced by the SHERIFF shall be determined by the SHERIFF and Mayor.
9. The SHERIFF shall maintain a file and records system for processing all data relative to the incidents of arrest, reports of crime, and disposition of all cases which occur within the CITY and such records shall be integrated with the SHERIFF’S master files.

10. The Sheriff may, from time-to-time, at his discretion, provide intensive traffic-control measures within the CITY. Such traffic control measures shall include the use of radar and related devices.

11. The Sheriff shall, at his discretion, and consistent with good police practices, provide investigative services for the CITY when such services are necessary to perform the police services to be provided hereunder.

12. The police services to be provided hereunder shall not include calls concerning animals unless such animals create a danger to public health or safety, as would be created by a rabid animal.

13. All fines and forfeitures collected on behalf of the CITY shall be distributed to the CITY in accordance with applicable statutes of the State of Illinois.

14. Discipline of the designated peace officers shall be the responsibility of the SHERIFF. The designated peace officers shall not be considered employees of the CITY and shall only be subject to direction by the SHERIFF or his designee.

15. The foregoing constitutes the entire Agreement and no verbal statements shall supersede any of those provisions. This Agreement may be amended by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first above written.

COUNTY OF PEORIA, ILLINOIS

By: _______________________
Administrator of Peoria County

ATTEST: ____________________
County Clerk

CITY OF WEST PEORIA, ILLINOIS

By: _______________________
Mayor

ATTEST: ____________________
City Clerk

__________________________

Chris Watkins, Sheriff of Peoria County
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Police Services Agreement between Peoria County and the City of West Peoria, 1/1/23-12/31/27

RESOLUTION

WHEREAS, the County of Peoria and the Peoria County Sheriff’s Office had previously entered into intergovernmental agreements with the City of West Peoria for police services to that City; and

WHEREAS, the City of West Peoria and the Sheriff of Peoria County have agreed to update the intergovernmental agreement with Peoria County and the Sheriff so that the City can continue to receive the police services previously provided; and

WHEREAS, the Sheriff and your Committee recommend that the County of Peoria enter into the attached intergovernmental agreement with the City of West Peoria providing police services from January 1, 2023 through December 31, 2027, totaling $2,697,840 over the term of the contract to be paid to the County; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the Peoria County Administrator is hereby authorized and directed to enter into the attached intergovernmental agreement with the City of West Peoria, pending approval by the Peoria County State’s Attorney’s Office.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee
AGENDA BRIEFING

COMMITTEE: Public Safety and Justice
MEETING DATE: November 29, 2022

LINE ITEM: Revenue 001 012 3 311 34051
Expenditure:

ISSUE:
Police Service Agreement between Peoria County and the Village of Hanna City

BACKGROUND/DISCUSSION:

The Peoria County Sheriff’s Office and the Village of Hanna City currently have an intergovernmental agreement for police services of intermittent patrol that expires on December 31, 2022. The Peoria County Sheriff’s Office and the Village of Hanna City would like to enter into another intergovernmental agreement in order to continue these police services beyond the expiration of the current intergovernmental agreement.

The term of this new agreement is for five (5) years beginning 1/1/23 and continuing through 12/31/27. The total cost of the agreement is $388,200. The pricing in the agreement represents an approximate 3% increase each year.

COUNTY BOARD GOALS:

EFFECTIVE SERVICE DELIVERY

COLLABORATION

STAFF RECOMMENDATION:
Approval

COMMITTEE ACTION:
Approved 11/29/22 (5-0 votes) Ms. Bryant and Dr. Blair absent; Mr. Elsasser absent for vote

PREPARED BY: Doug Gaa
DEPARTMENT: Sheriff’s Office
DATE: 10/19/22
This Agreement made on the _____ day of ____________ 2022, by and between the COUNTY OF PEORIA, Illinois, A body Politic and Corporate, (hereinafter referred to as the COUNTY), Chris Watkins, PEORIA COUNTY SHERIFF (hereinafter referred to as the SHERIFF), AND THE VILLAGE OF HANNA CITY, located in the County of Peoria, State of Illinois, (hereinafter referred to as the VILLAGE).

WITNESSETH THAT:

WHEREAS, the COUNTY, the SHERIFF and the VILLAGE previously entered into an agreement for the provision of police services to the VILLAGE; and

WHEREAS, the COUNTY, the SHERIFF and the VILLAGE have reached an Agreement pursuant to the authority granted by the Illinois Constitution of 1970, Article Seven (7), Section Ten (10), whereby this objective may be accomplished.

WHEREAS, the parties hereto agree that this Agreement supersedes all previous agreements between them concerning the subject matter hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY, the SHERIFF, and the VILLAGE as follows, that:

1. This Agreement shall be in effect for a period from January 1, 2023 through and including December 31, 2027. This Agreement may be terminated by either party with sixty (60) days’ notice to the other party. If this Agreement is so terminated early, payment due to the COUNTY shall be prorated through the last day of service provided to the VILLAGE.
2. The VILLAGE shall pay to the COUNTY in accordance with the following schedule.

<table>
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<tr>
<th>Contract Year</th>
<th>Monthly Installment</th>
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Said payments shall be for patrol, related services, and equipment costs incurred by the Peoria County Sheriff's Office in the performance of this Agreement. Payments for services rendered under this Agreement shall be due on January 1, 2023 and the first day of every month thereafter, with payments to be made within ten (10) days of receipt of billing.

3. The SHERIFF shall employ and the COUNTY shall fund a sufficient number of peace officers for the Sheriff's Office and will procure such additional equipment as is necessary for the police services to be performed under the terms of this Agreement. Bicycle patrol services shall consist of two commissioned officers equipped with full and regular bicycle patrol equipment.

4. The peace officers who are to perform the police services hereunder shall be designated by the SHERIFF and remain subject to the SHERIFF'S control and direction.

5. The SHERIFF shall, upon request by the VILLAGE, establish an orientation program for the citizens of the Village, with the cooperation and assistance of the Trustees of the VILLAGE.
6. The SHERIFF SHALL establish an orientation program for the designated peace officers concerning their duties and responsibilities under the terms of this Agreement.

7. The COUNTY shall maintain a communications system adequate to provide twenty-four (24) hour police communications for the benefit of the citizens of the VILLAGE.

8. The police services to be provided by the SHERIFF to the VILLAGE of hereunder shall consist of the following:

   a. The SHERIFF shall provide 35 hours per week of random police patrol within the area of the VILLAGE. These patrols shall be in coordination with the normal shift hours of the Sheriff's Office, and determined by the SHERIFF in consultation with the Trustees of the VILLAGE.

   b. During all patrols, the SHERIFF will enforce laws of the State of Illinois and the Police Ordinances of the VILLAGE. The particular Police Ordinances of the VILLAGE to be enforced by the SHERIFF shall be determined by the SHERIFF and Trustees.

9. The SHERIFF shall maintain a file and records system for processing all data relative to the incidents of arrest, reports of crime, and disposition of all cases which occur within the VILLAGE and such records shall be integrated with the SHERIFF'S master files.

10. The Sheriff may, from time-to-time, at his discretion, provide intensive traffic-control measures within the VILLAGE. Such traffic control measures shall include the use of radar and related devices.

11. The Sheriff shall, at his discretion, and consistent with good police practices, provide investigative services for the VILLAGE when such services are necessary to perform the police services to be provided hereunder.
12. The police services to be provided hereunder shall not include calls concerning animals unless such animals create a danger to public health or safety, as would be created by a rabid animal.

13. All fines and forfeitures collected on behalf of the VILLAGE shall be distributed to the VILLAGE in accordance with applicable statutes of the State of Illinois.

14. Discipline of the designated peace officers shall be the responsibility of the SHERIFF. The designated peace officers shall not be considered employees of the VILLAGE and shall only be subject to direction by the SHERIFF or his designee.

15. The SHERIFF agrees to have a representative from the Peoria County Sheriff’s Office present at a minimum of six (6) Village Council meetings each calendar year.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first above written.

COUNTY OF PEORIA, ILLINOIS

VILLAGE OF HANNA CITY, ILLINOIS

By: ___________________________  By: ___________________________

Administrator of Peoria County  Mayor, Village of Hanna City

ATTEST: ______________________  ATTEST:____________________

County Clerk  Village Clerk

___________________________
Chris Watkins, Sheriff of Peoria County
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Police Services Agreement between Peoria County and Village of Hanna City, 1/1/23-12/31/27

RESOLUTION

WHEREAS, the County of Peoria and the Peoria County Sheriff’s Office previously entered into intergovernmental agreements with the Village of Hanna City for police services to that Village; and

WHEREAS, the Village of Hanna City and the Sheriff of Peoria County have agreed to update the intergovernmental agreement so that the Village can continue to receive the police services previously provided; and

WHEREAS, your Committee recommends that the County of Peoria enter into the attached intergovernmental agreement with the Village of Hanna City providing police services from January 1, 2023 through December 31, 2027, totaling $388,200 over the term of the contract to be paid to the County; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the Peoria County Administrator is hereby authorized and directed to enter into the attached intergovernmental agreement with the Village of Hanna City, pending approval by the Peoria County State’s Attorney’s Office.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee
ISSUE:
Police Service Agreement between Peoria County and the Village of Dunlap

BACKGROUND/DISCUSSION:
The Peoria County Sheriff’s Office and the Village of Dunlap currently have an intergovernmental agreement for police services of intermittent patrol that expires on December 31, 2022. The Peoria County Sheriff’s Office and the Village of Dunlap would like to enter into another intergovernmental agreement in order to continue these police services beyond the expiration of the current intergovernmental agreement.

The term of this new agreement is for five (5) years beginning 1/1/23 and continuing through 12/31/27. The total cost of the agreement is $116,580. The pricing in the agreement represents an approximate 3% increase each year.

COUNTY BOARD GOALS:
EFFECTIVE SERVICE DELIVERY

COLLABORATION

STAFF RECOMMENDATION:
Approval

COMMITTEE ACTION:
Approved 11/29/22 (5-0 votes) Ms. Bryant and Dr. Blair absent; Mr. Elsasser absent for vote

PREPARED BY: Doug Gaa
DEPARTMENT: Sheriff’s Office
DATE: 11/17/22
This Agreement made on the _____ day of _____________ 2022, by and between the COUNTY OF PEORIA, Illinois, A body Politic and Corporate, (hereinafter referred to as the COUNTY), Chris Watkins, PEORIA COUNTY SHERIFF (hereinafter referred to as the SHERIFF), AND THE VILLAGE OF DUNLAP, located in the County of Peoria, State of Illinois, (hereinafter referred to as the VILLAGE).

WITNESSETH THAT:

WHEREAS, the COUNTY, the SHERIFF and the VILLAGE previously entered into an agreement for the provision of police services to the VILLAGE; and

WHEREAS, the COUNTY, the SHERIFF and the VILLAGE have reached an Agreement pursuant to the authority granted by the Illinois Constitution of 1970, Article Seven (7), Section Ten (10), whereby this objective may be accomplished.

WHEREAS, the parties hereto agree that this Agreement supersedes all previous agreements between them concerning the subject matter hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY, the SHERIFF, and the VILLAGE as follows, that:

1. This Agreement shall be in effect for a period from January 1, 2023 through and including December 31, 2027. This Agreement may be terminated by either party with sixty (6) days’ notice to the other party. If this Agreement is so terminated early, payment due to the COUNTY shall be prorated through the last day of service provided to the VILLAGE.
2. The VILLAGE shall pay to the COUNTY in accordance with the following schedule.

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<tr>
<td>2025</td>
<td>$1,940.00</td>
<td>$23,280.00</td>
</tr>
<tr>
<td>2026</td>
<td>$2,000.00</td>
<td>$24,000.00</td>
</tr>
<tr>
<td>2027</td>
<td>$2,060.00</td>
<td>$24,720.00</td>
</tr>
</tbody>
</table>

Said payments shall be for patrol, related services, and equipment costs incurred by the Peoria County Sheriff's Office in the performance of this Agreement. Payments for services rendered under this Agreement shall be due on January 1, 2023 and the first day of every month thereafter, with payments to be made within ten (10) days of receipt of billing.

3. The SHERIFF shall employ and the COUNTY shall fund a sufficient number of peace officers for the Sheriff's Office and will procure such additional equipment as is necessary for the police services to be performed under the terms of this Agreement. Bicycle patrol services shall consist of two commissioned officers equipped with full and regular bicycle patrol equipment.

4. The peace officers who are to perform the police services hereunder shall be designated by the SHERIFF and remain subject to the SHERIFF'S control and direction.

5. The SHERIFF shall, upon request by the VILLAGE, establish an orientation program for the citizens of the Village, with the cooperation and assistance of the Trustees of the VILLAGE.
6. The SHERIFF SHALL establish an orientation program for the designated peace officers concerning their duties and responsibilities under the terms of this Agreement.

7. The COUNTY shall maintain a communications system adequate to provide twenty-four (24) hour police communications for the benefit of the citizens of the VILLAGE.

8. The police services to be provided by the SHERIFF to the VILLAGE of hereunder shall consist of the following:

   a. The SHERIFF shall provide 10.50 hours per week of intermittent police patrol within the area of the VILLAGE. These patrols shall be in coordination with the normal shift hours of the Sheriff's Office, and determined by the SHERIFF in consultation with the Trustees of the VILLAGE.

   b. During all patrols, the SHERIFF will enforce laws of the State of Illinois and the Police Ordinances of the VILLAGE. The particular Police Ordinances of the VILLAGE to be enforced by the SHERIFF shall be determined by the SHERIFF and Trustees.

9. The SHERIFF shall maintain a file and records system for processing all data relative to the incidents of arrest, reports of crime, and disposition of all cases which occur within the VILLAGE and such records shall be integrated with the SHERIFF’S master files.

10. The Sheriff may, from time-to-time, at his discretion, provide intensive traffic-control measures within the VILLAGE. Such traffic control measures shall include the use of radar and related devices.

11. The Sheriff shall, at his discretion, and consistent with good police practices, provide investigative services for the VILLAGE when such services are necessary to perform the police services to be provided hereunder.
12. The police services to be provided hereunder shall not include calls concerning animals unless such animals create a danger to public health or safety, as would be created by a rabid animal.

13. All fines and forfeitures collected on behalf of the VILLAGE shall be distributed to the VILLAGE in accordance with applicable statutes of the State of Illinois.

14. Discipline of the designated peace officers shall be the responsibility of the SHERIFF. The designated peace officers shall not be considered employees of the VILLAGE and shall only be subject to direction by the SHERIFF or his designee.

15. The VILLAGE shall make available appropriate office space, furniture and furnishings, telephone, lights, water, and any other necessary items which, as determined by the SHERIFF, are necessary to assist the peace officer in performing their duties. It is expressly further understood that such facilities to be made available by the VILLAGE may be used by the SHERIFF in connection with the performance of duties in territory outside of the area of the VILLAGE, and adjacent thereto, provided however, that the performance of such outside duties shall not be at any additional cost to the VILLAGE.

16. The foregoing constitutes the entire Agreement and no verbal statements shall supersede any of those provisions. This Agreement may be amended by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first above written.

COUNTY OF PEORIA, ILLINOIS  VILLAGE OF DUNLAP, ILLINOIS

By: ______________________________________________________________
    Administrator of Peoria County

By: ________________________________
    President, Village of Dunlap

ATTEST: ______________________________
    County Clerk

ATTEST: ______________________________
    Village Clerk

______________________________________
Chris Watkins, Sheriff of Peoria County
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Police Services Agreement between Peoria County and the Village of Dunlap, 1/1/23-12/31/27

RESOLUTION

WHEREAS, the County of Peoria and the Peoria County Sheriff’s Office previously entered into intergovernmental agreements with the Village of Dunlap for police services to that Village; and

WHEREAS, the Village of Dunlap and the Sheriff of Peoria County have agreed to update the intergovernmental agreement with Peoria County and the Sheriff so that the Village can continue to receive the police services previously provided; and

WHEREAS, the Sheriff and your Committee recommend that the County of Peoria enter into the attached intergovernmental agreement with the Village of Dunlap providing intermittent police services from January 1, 2023 through December 31, 2027, totaling $116,580 over the term of the contract to be paid to the County; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the Peoria County Administrator is hereby authorized and directed to enter into the attached intergovernmental agreement with the Village of Dunlap, pending approval by the Peoria County State’s Attorney’s Office.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee
AGENDA BRIEFING

COMMITTEE: County Operations  LINE ITEM: 081-5-081-7-730-53055
MEETING DATE: November 28, 2022  AMOUNT: $699,100.00 est.
ISSUE: Approve renewal of excess health insurance.

BACKGROUND/DISCUSSION:
Consociate Dansig, the County’s third-party administrator for health claims and broker for excess insurance, recently received excess insurance quotes for the County’s medical and prescription drug claims exceeding the specific stop loss amount of $175,000. A specific stop loss limits the exposure the County has on high dollar claims because the carrier pays any claims above $175,000 once the $275,000 corridor has been met. Consociate Dansig requested quotes from numerous carriers in the market, including the incumbent HM Life. For comparison purposes, the premium for the current year is approximately $660,000 with a 40% rate cap and $275,000 corridor. The renewal rate to remain at a $175,000 specific stop loss is $699,100. This is a 5.9% increase and below current market trends. It is also less than what was budgeted for 2023.

COUNTY BOARD GOALS:

STAFF RECOMMENDATION:
Approve the proposal from HM Life at a premium of $699,100 with the $175,000 stop loss limit, $275,000 corridor and authorize staff to bind coverage.

COMMITTEE ACTION: Approved 11/28/22 (5-0 votes) Ms. Pastucha absent

PREPARED BY: Shauna Musselman, Assistant County Administrator
DEPARTMENT: County Administration
DATE: November 18, 2022
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

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

RE: Provision of Stop Loss Excess Insurance Coverage for Peoria County Healthcare Plan, 2023

RESOLUTION

WHEREAS, Peoria County must provide Stop Loss Excess Insurance Coverage to protect itself from major claims under the Peoria County Health Plan; and

WHEREAS, Consociate Dansig sought quotes from various firms providing Excess Stop Loss Coverage to ensure that the County receives maximum savings, dollar for dollar; and

WHEREAS, HM Life submitted the lowest quote for excess insurance in 2023 with a $275,000 corridor, a specific stop loss amount of $175,000 and 24 months of retroactive coverage; and

WHEREAS, your Committee recommends that the County of Peoria enter into a contract with HM Life for Stop Loss Excess Insurance Coverage at an estimated annual cost of $699,100.

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that the County Administrator be authorized to enter into a contract with HM Life for Stop Loss Excess Insurance coverage for the period January 1, 2023 through December 31, 2023.

BE IT FURTHER RESOLVED, that the County Administrator is authorized to execute documents to carry out this resolution.

RESPECTFULLY SUBMITTED,
County Operations Committee
REVISED - AGENDA BRIEFING

COMMITTEE: County Operations
MEETING DATE: November 28, 2022
LINE ITEM: Risk Fund 082-multiple lines
AMOUNT: est. $1,086,370

ISSUE: Approve excess insurance/broker bids for risk management.

BACKGROUND/DISCUSSION:
Arthur J. Gallagher (AJG) recently secured quotes for the 2023 insurance program. The breakdown below compares previous year rates with the 2023 quotes.

<table>
<thead>
<tr>
<th>Lines of Coverage</th>
<th>Carrier</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casualty Package</td>
<td>PESLIC</td>
<td>$191,685</td>
<td>$207,245</td>
<td>$381,061</td>
<td>$427,427</td>
<td>12.2%</td>
</tr>
<tr>
<td>Package NH Tail Coverage</td>
<td>BRIT</td>
<td>$57,500</td>
<td>$57,500</td>
<td>$57,500</td>
<td>$57,500</td>
<td>0%</td>
</tr>
<tr>
<td>Excess NH Tail Coverage</td>
<td>PESLIC</td>
<td>$40,500</td>
<td>$40,500</td>
<td>$40,500</td>
<td>$40,500</td>
<td>0%</td>
</tr>
<tr>
<td>Property</td>
<td>Affiliated FM</td>
<td>201,978</td>
<td>247,831</td>
<td>267,524</td>
<td>274,450</td>
<td>1.5%</td>
</tr>
<tr>
<td>Boiler &amp; Machinery</td>
<td>Travelers</td>
<td>11,212</td>
<td>12,603</td>
<td>12,507</td>
<td>11,499</td>
<td>-8.1%</td>
</tr>
<tr>
<td>Excess Work Comp</td>
<td>Arch</td>
<td>74,461</td>
<td>74,461</td>
<td>125,522</td>
<td>148,342</td>
<td>18.2%</td>
</tr>
<tr>
<td>Excess Liability</td>
<td>PESLIC</td>
<td>238,500</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Excess Crime*</td>
<td>Travelers</td>
<td>8,072</td>
<td>8,496</td>
<td>8,496</td>
<td>8,496</td>
<td>0.0%</td>
</tr>
<tr>
<td>UST/Environmental</td>
<td>Ironshore</td>
<td>19,168</td>
<td>19,541</td>
<td>19,782</td>
<td>19,980</td>
<td>1.0%</td>
</tr>
<tr>
<td>Cyber Liability**</td>
<td>Lexington</td>
<td>25,032</td>
<td>30,240</td>
<td>45,240</td>
<td>43,709</td>
<td>-3.4%</td>
</tr>
<tr>
<td>Terrorism Policy</td>
<td>BRIT</td>
<td>17,000</td>
<td>17,500</td>
<td>17,500</td>
<td>17,500</td>
<td>0.0%</td>
</tr>
<tr>
<td>Active Assailant</td>
<td>AIG</td>
<td></td>
<td></td>
<td></td>
<td>29,500</td>
<td></td>
</tr>
<tr>
<td>Surplus Lines Tax</td>
<td>N/A</td>
<td>17,694</td>
<td>2,251</td>
<td>19,585</td>
<td>20,813</td>
<td>6.3%</td>
</tr>
<tr>
<td>AJG Broker Fee</td>
<td>N/A</td>
<td>60,000</td>
<td>60,000</td>
<td>61,800</td>
<td>63,654</td>
<td>3.0%</td>
</tr>
<tr>
<td>Medical Professional Liability</td>
<td>Landmark</td>
<td>$23,500</td>
<td>$26,172</td>
<td>$31,000</td>
<td>$31,000</td>
<td>0.0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$864,802</td>
<td>$878,178</td>
<td>$959,017</td>
<td>$1,055,370</td>
<td>10.0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$228,602</td>
<td>$234,935</td>
<td>$289,017</td>
<td>$308,637</td>
<td>9.7%</td>
</tr>
</tbody>
</table>

The 2023 renewal represents a total increase of $96,353 (9.7%) compared to 2022. Even with the tight Cyber Liability market, we received a renewal quote from our current carrier. The coverage was reduced from $2M to $1M but once MFA is fully implemented, we can ask for revised terms and coverage. Active Assailant Liability is a new line of coverage added for 2023.

STAFF RECOMMENDATION:
Accept the quotes and approve the 2023 insurance program.

COMMITTEE ACTION: Approved 11/28/22 (5-0 votes) Ms. Pastucha absent

PREPARED BY: Angela Loftus, HR Director
DEPARTMENT: County Administration
DATE: November 28, 2022
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

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

RE: Risk Management Excess Insurance

REVISED RESOLUTION

WHEREAS, Peoria County is self-insured for property, liability, worker's compensation, and other insurance programs; and

WHEREAS, Peoria County maintains excess insurance as part of its self-insured program; and,

WHEREAS, Peoria County has received the 2023 renewal quotes through Arthur J. Gallagher (AJG), the County’s insurance brokerage, from various underwriters for the renewal of boiler/machinery, property, worker's compensation, crime, liability, and casualty, etc. for an estimated premium of $1,086,370; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that the County Administrator is authorized to negotiate and execute documents to carry out this resolution, with approval from the State’s Attorney’s Office.

RESPECTFULLY SUBMITTED,
COUNTY OPERATIONS COMMITTEE
AGENDA BRIEFING

COMMITTEE: Infrastructure  
LINE ITEM: N/A  
MEETING DATE: November 28, 2022  
AMOUNT: N/A

ISSUE: Ordinance to lower the speed limit on Ivy Lake Road in Medina Township

BACKGROUND/DISCUSSION: Medina Township has received multiple complaints of motorists speeding on Ivy Lake Road and requested a speed study to be performed.

A speed study conforming to the Illinois Department of Transportation’s POLICY ON ESTABLISHING AND POSTING SPEED LIMITS ON THE STATE HIGHWAY SYSTEM, was completed in the subdivision on August 18, 2022. The results of the speed study revealed the following:

<table>
<thead>
<tr>
<th>ROAD</th>
<th>LOCATION</th>
<th>EXISTING SPEED LIMIT</th>
<th>PROPOSED SPEED LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ivy Lake Road</td>
<td>E. Cedar Hills Drive to Rome Road</td>
<td>Unposted 55 mph</td>
<td>Posted 35 mph</td>
</tr>
</tbody>
</table>

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Post speed limits on Ivy Lake Road in accordance with the speed study results.

COMMITTEE ACTION:

Approved 11/28/22 (4-0 votes) Ms. Pastucha absent

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway  
DATE: October 28, 2022
North Ivy Lake Road-Chillicothe, Peoria County

From E. Cedar Hills Drive to Rome Road

Existing non posted speed limit-55 MPH

Length = 2.0-miles ADT= Rural Township Road

The section studied is a narrow two-lane seal coated surfaced road 2.0 miles in length that runs through rural Medina Township. North Ivy Lake Road runs North of E. Cedar Hills Drive to Rome Road. North Ivy Lake Road is primarily a straight flat surface with a few sharp turns. There are two single lane bridges on Ivy Lake Road. There is only one Stop sign on Ivy Lake Road which is at the intersection of E Cedar Hills Drive and Ivy Lake Road. There are no posted speed limit signs on North Ivy Lake Road. Because this is considered a Rural Township Road the unposted speed limit is 55 MPH.

There are no intersecting streets on North Ivy Lake Road. There are multiple residential drives located on the West side of Ivy Lake Road. The area around the homes and driveways is mostly wooded. The East side of Ivy Lake Road is primarily agricultural crops. The roadway has no sidewalks and earthen shoulders. During the study I noted one pedestrian walking along North Ivy Lake Road.

The prevailing speed on this section of roadway is 30 MPH with a violation rate of 0%.

Recommendation: It is our recommendation to lower the existing speed limit of 55 MPH down to 35 MPH.
ESTABLISHMENT OF SPEED ZONE
DISTRICT 4

ROUTE: N IVY LAKE ROAD FROM: E CEDAR HILLS DR.

TO: Rome Road LENGTH: 2 miles

CITY: Chillicothe COUNTY: Peoria

I SPOT SPEED STUDIES (Attached)

<table>
<thead>
<tr>
<th>CHECK NO</th>
<th>85TH %</th>
<th>UPPER LIMIT 10 MPH PACE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1+3 combo</td>
<td>31</td>
<td>30</td>
</tr>
<tr>
<td>1 SB</td>
<td>31</td>
<td>30</td>
</tr>
<tr>
<td>2 NB</td>
<td>25</td>
<td>20</td>
</tr>
</tbody>
</table>

II TEST RUNS

<table>
<thead>
<tr>
<th>RUN NO</th>
<th>AVG. SPEED</th>
<th>DIRECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>34</td>
<td>N</td>
</tr>
<tr>
<td>2</td>
<td>32</td>
<td>S</td>
</tr>
<tr>
<td>3</td>
<td>32</td>
<td>N</td>
</tr>
<tr>
<td>4</td>
<td>36</td>
<td>S</td>
</tr>
<tr>
<td>5</td>
<td>34</td>
<td>N</td>
</tr>
</tbody>
</table>

III PREVAILING SPEED

<table>
<thead>
<tr>
<th>85TH % AVG</th>
<th>UPPER LIMIT OF 10 MPH PACE</th>
<th>TEST RUN AVE</th>
<th>PREVAILING SPEED</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>30</td>
<td>34</td>
<td>31</td>
</tr>
</tbody>
</table>

V ACCESS CONFLICTS

RESIDENTIAL DRIVES: 17 x 1 = 17
SMALL BUSINESS DRIVES: 0 x 5 = 0
LARGE BUSINESS DRIVES: 0 x 10 = 0
ACCESS CONFLICT NO. TOTAL: 17
STUDY LENGTH: 2.0 = 8.5
(MILES) CONFLICTS / MILE

VI MISC. FACTORS

PEDESTRIAN VOLUME: 1
HIGH-CRASH LOCATION: YES X NO
PARKING PERMITTED: YES X NO

VII PREVAILING SPEED ADJUSTMENT

<table>
<thead>
<tr>
<th>DRIVEWAY ADJUSTMENT</th>
<th>PEDESTRIAN ADJUSTMENT</th>
<th>CRASH ADJUSTMENT</th>
<th>TOTAL (MAX 20%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
</tr>
</tbody>
</table>

\[
\frac{30 \text{ MPH} \times 0 \%}{\text{(Prevailing Speed) (adjust.)}} = 0 \% \\
\text{(Max. 9 MPH)}
\]

ADJUSTED PREVAILING SPEED: 0

IV EXISTING SPEED LIMIT

ZONE BEING STUDIED: 55 MPH
VIOLATION RATE: 0 %
ADJACENT ZONE N or W: _______ MPH
LENGTH: _______ MILES
ADJACENT ZONE S or E: _______ MPH
LENGTH: _______ MILES

VIII REVISED SPEED LIMIT

RECOMMENDED SPEED LIMIT: 35 MPH
ANTICIPATED VIOLATION RATE: 0 %

RECOMMENDED BY: RZ
DATE: 8/19/2022
APPROVED BY: 
DATE: 

14
SPOT SPEED STUDY

CITY: Chillicothe
FROM E. Cedar Hills Dr.

ROUTE: N. Ivy Lake Road
TO Rome Road

<table>
<thead>
<tr>
<th>CHECK NO.</th>
<th>RECORDER</th>
<th>DATE</th>
<th>DAY</th>
<th>HOURS</th>
<th>WEATHER</th>
<th>PAVEMENT</th>
<th>Meter on</th>
<th>TRAFFIC CHECKED</th>
<th>55TH PERCENT</th>
<th>10 MPH PACE</th>
<th>POSTED LIMIT</th>
<th>VIOLATION RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>112 Combo</td>
<td>R2</td>
<td>8/9/82 Thu</td>
<td></td>
<td>7:00 to 10:00</td>
<td>Sunny</td>
<td>65°F</td>
<td>N of N</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10 Total Vehicles observed

10 combo vehicles observed

pedestrian

X 0.85 = 8.5
CITY: Chillicothe
FROM E. Cedar Hills Dr.
ROUTE: N. Ivy Lake Road
TO Rome Road

<table>
<thead>
<tr>
<th>CHECK NO.</th>
<th>RECORDER</th>
<th>DATE</th>
<th>DAY</th>
<th>HOURS</th>
<th>WEATHER</th>
<th>PAVEMENT</th>
<th>ENTRANCE</th>
<th>METER ON</th>
<th>TRAFFIC CHECKED</th>
<th>SPEED TH PERCENT</th>
<th>10 MPH PACE</th>
<th>POSTED LIMIT</th>
<th>VIOLATION RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1SB RZ</td>
<td>8/18/21</td>
<td>Thurs</td>
<td>7:00</td>
<td>8:30</td>
<td>Sunny</td>
<td>Wet</td>
<td>E N S of</td>
<td>SB E W S</td>
<td>E N S of</td>
<td>31</td>
<td>35</td>
<td>N/A</td>
<td>0%</td>
</tr>
</tbody>
</table>

NOTES

7 SB vehicles observed

$9 \times 0.85 = 6$
**SPOT SPEED STUDY**

**CITY:** Chillicothe  
**ROUTE:** Ivy Lake Road

**FROM** E. Cedar Hills Dr.  
**TO** Rome Road

<table>
<thead>
<tr>
<th>CHECK NO.</th>
<th>RECORDER</th>
<th>DATE</th>
<th>DAY</th>
<th>HOURS</th>
<th>WEATHER</th>
<th>PAVEMENT</th>
<th>85TH MPH</th>
<th>10TH MPH</th>
<th>POSTED LIMIT</th>
<th>VIOLATION RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 NB</td>
<td>RZ</td>
<td>8/18/02</td>
<td>Thurs</td>
<td>8:30</td>
<td>Sunny</td>
<td>WET</td>
<td>65%</td>
<td>25</td>
<td>N/A</td>
<td>0%</td>
</tr>
</tbody>
</table>

**NOTES:**
3 NB: Total Vehicles: 9.85 / 3.6

Total Vehicles: X 0.85 = 2.6
Disclaimer: Data is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The burden for determining fitness for, or the appropriateness for use, rests solely on the requester. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is in a constant state of maintenance. This website is NOT intended to be used for legal litigation or boundary disputes and is informational only. ¬ Peoria County GIS Division

Map Scale
1 inch = 1333 feet
8/19/2022
Disclaimer: Data is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The burden for determining fitness for, or the appropriateness for use, rests solely on the requester. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is in a constant state of maintenance. This website is NOT intended to be used for legal litigation or boundary disputes and is informational only. - Peoria County GIS Division

Map Scale
1 inch = 2000 feet
8/19/2022
Policy on Establishing and Posting Speed Limits on the State Highway System

March 2011

Illinois Department of Transportation
POLICY ON ESTABLISHING AND POSTING SPEED LIMITS ON THE STATE HIGHWAY SYSTEM
ILLINOIS DEPARTMENT OF TRANSPORTATION – BUREAU OF OPERATIONS

APPLICATION OF POLICY TO CITIES, COUNTIES AND OTHER LOCAL AGENCIES

The Illinois Vehicle Code does not require local agencies to obtain department approval for speed zones on roads under their respective jurisdictions. While the procedures contained in this policy may be used for altering speed limits on any public highway, use of such procedures by local agencies is not required by statute. If a local agency wishes to ask a district for review of a speed zone, the district may, of course, do so. However, when responding back to the agency, a statement should be included indicating that the comments are not to be considered as either approval or disapproval. Local Agencies should refer to Section 11-604 of the Illinois Vehicle Code for additional information and specific regulations regarding the alteration of speed limits on local roads.

GENERAL SPEED LIMITS

Speed limits on highways under the jurisdiction of the department shall be established on the basis of the latest revisions/editions to Article VI of the Illinois Vehicle Code (IVC), the Illinois Manual on Uniform Traffic Control Devices (IMUTCD), the Standard Specifications for Road and Bridge Construction, the Highway Standards and this policy. Night speed limits shall not be used.

A. Statutory Speed Limits

Section 11-601 of the IVC spells out the statutory speed limits in effect in Illinois. These limits may be enforced without any signing.

Outside Urban Districts

Freeways/Expressways

This category is defined as highways designated by the department which have at least 4 lanes of traffic where the traffic moving in opposite directions is separated by a strip of ground which is not surfaced or suitable for vehicle traffic. For the purposes of this policy, this includes all full freeways (Interstate and interstate-type freeways).

<table>
<thead>
<tr>
<th>Category</th>
<th>Speed Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passenger cars, buses, and trucks with gross weights of 4 tons or less</td>
<td>65 mph</td>
</tr>
<tr>
<td>Vehicles towing trailers, housecars, and campers</td>
<td>65 mph</td>
</tr>
<tr>
<td>Trucks with gross weights of over 4 tons</td>
<td></td>
</tr>
<tr>
<td>(Interstate Routes)</td>
<td>65 mph</td>
</tr>
<tr>
<td>(All Non-Interstate Routes)</td>
<td>55 mph</td>
</tr>
<tr>
<td>(Within Cook, Dupage, Kane, Lake, McHenry, and Will Counties)</td>
<td>55 mph</td>
</tr>
</tbody>
</table>

This also allows the department to apply these limits to designated sections of rural expressways with full control of access and at-grade intersections rather than interchanges. In general, this should only be done where engineering judgment indicates such limits may be safely accommodated. Short sections should be avoided.
Conventional Highways

All vehicle types 55 mph

Inside Urban Districts (All vehicle types)

All streets and highways 30 mph
Alleys 15 mph

“Urban District” is defined in Section 1-214 of the IVC as “The territory contiguous to and including any street which is built up with structures devoted to business, industry or dwelling houses situated at intervals of less than 100 feet for a distance of a quarter of a mile or more.” Note that whether the street or highway in question is inside or outside of the corporate limits of a community is not included in this definition and therefore, is not applicable to the determination of where such statutory speed applies. This means that the statutory speed on an unposted street within the corporate limits of a community but outside an urban district would be 55 miles per hour.

B. Altered Speed Limits

State statutes allow the department to alter certain of the statutory speeds either up or down (statutory speeds of 55 and 65 miles per hour may only be altered downward). State statutes and the Illinois Manual on Uniform Traffic Control Devices require that such altered speed limits be based on “… an engineering study that has been performed in accordance with traffic engineering practices. The engineering study shall include an analysis of the current speed distribution of free-flowing vehicles.”

The following investigation and selection criteria shall be used to determine altered speed limits on streets and highways under the jurisdiction of the department. While it is not mandatory that local agencies use this format and criteria, it is recommended. Regardless of the form the engineering and traffic investigation takes, it should be based on valid traffic engineering principals, an analysis of the speed distribution of free-flowing vehicles, and be well documented.

Perceived speed enforcement tolerances shall not be taken into account in the setting of speed limits.

Prevailing Speed

The determination of the prevailing speed of free-flowing traffic is the basic step in establishing an altered speed limit either lower or higher than the statutory limit (statutory speeds of 55 and 65 miles per hour may only be altered downward). This is based on the nationally accepted premise that a majority of the drivers will drive at a speed which they judge to be safe and proper. The prevailing speed is the computed average of the following three sets of data, measured during free-flowing traffic conditions:
1. EIGHTY-FIFTH PERCENTILE SPEED: The 85th percentile speed is defined as the speed at or below which 85 percent of the vehicles are traveling. This speed is determined on the basis of spot speed studies, normally made with a concealed radar or laser speed meter.

Spot speed studies should be made as close as practical to the center of the zone which is being studied. If the zone is in excess of one mile in length in rural areas or 1/2 mile in urban areas, studies should be made at two or more locations. Care must be exercised to be sure that the data are collected in such manner and at such times that they are a true indication of normal conditions. Such conditions normally prevail under good weather conditions, on dry pavement, during daylight hours, outside of rush periods, and on any day except weekends or holidays. Observations should not be made immediately following a crash, when traffic is influence by construction or maintenance operations, or during a period of greater than normal enforcement. Every effort should be made to conceal the fact that speeds are being recorded.

Speeds should be observed for at least 100 passenger cars/vans and pickup trucks in each lane in each direction. Speeds of vehicles over four tons in size should not be used in determining altered speed zones. On lower-volume roads where it would be difficult to sample 100 vehicles in each direction, the study may be terminated after three hours. When traffic is travelling in platoons, the speed of the lead vehicle(s) should be used. Following vehicles tend to base their speeds on the lead vehicle. Use of following vehicles will tend to bias the recorded speeds downward. Care should also be taken to avoid recording the speeds of a disproportionate number of high speed vehicles to avoid an upward speed bias.

2. UPPER LIMIT OF THE 10 MILES PER HOUR PACE: The 10 mph pace is defined as the 10 mph range containing the most vehicles. This is determined on the basis of the spot speed studies discussed above.

3. AVERAGE TEST RUN SPEED: Average test run speeds are determined on the basis of five vehicle runs in each direction over the length of the proposed zone. It is not necessary to use an unmarked vehicle, however the use of any vehicle which might be mistaken for a law enforcement vehicle should be avoided. Observations should be made under the same general conditions noted above for spot speed studies. The prime consideration in use of test runs is to approximate the median speed. To accomplish this, the driver should try to "float" in the traffic stream. On multi-lane roads, the driver should pass as many vehicles as pass the test car. Use of test run speed is optional on lower-volume roads and should not be included when determining the prevailing speed for very short zones or for any specific type of vehicle other than passenger cars/vans.

The prevailing speed, to the nearest 5 miles per hour, may be used directly as the Altered Speed Limit, subject to any further adjustment resulting from reviewing the Anticipated Violation Rate as set forth below. However, in certain cases, a lower altered speed limit may be justified on the basis of supplementary investigations.

Optional Supplementary Investigations

The selected Altered Speed Limit may differ from the established prevailing speed (not the proposed posted speed) by up to 9 miles per hour when justified by further investigation. Such investigations shall be limited to studying any or all of the following four conditions:
1. HIGH-CRASH LOCATIONS: If the zone being studied contains a portion of a high-crash segment or contains a high-crash intersection as shown on the most recent 5% report as distributed by the Bureau of Safety Engineering, the prevailing speed may be reduced by 10%.

2. ACCESS CONTROL: The effect of driveways and other entrances is determined by using an "access conflict number." For this purpose, field entrances or driveways to single-family dwellings shall have a conflict number of 1. Minor commercial entrances and driveways serving multi-family residential units and minor street intersections shall have a conflict number of 5. Major commercial entrances, driveways serving large multi-family developments and major street intersections shall have a conflict number of 10. If the total access conflict number within a proposed zone exceeds those shown in the following table, the prevailing speed may be reduced by the percentages indicated.

<table>
<thead>
<tr>
<th>Access Conflicts Per Mile</th>
<th>Percent Reduction in Speed</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 or less</td>
<td>0</td>
</tr>
<tr>
<td>41 - 60</td>
<td>5</td>
</tr>
<tr>
<td>61 or more</td>
<td>10</td>
</tr>
</tbody>
</table>

3. PEDESTRIAN ACTIVITY: Where no sidewalks are provided or where sidewalks are located immediately behind the curb and the total pedestrian traffic exceeds ten per hour for any three hours within any eight-hour period, the prevailing speed may be reduced by 5 percent. Pedestrians crossing the route at intersections or established crossing points may be included if the point of crossing is not controlled by a STOP or YIELD sign on the route in question, or does not have traffic signals.

4. PARKING: The prevailing speed may be reduced by 5 percent where parking is permitted adjacent to the traffic lanes.

5. MISCELLANEOUS: Other factors may be included in the investigation based on engineering judgment. Normally, isolated curves and turns, areas of restricted sight distances, no-passing zones, etc., should not to be considered as the basis for alteration of speed limits.

Selection of Altered Speed Limit

To determine the proposed altered speed limit, either use the calculated prevailing speed, or apply the percentage corrections resulting from any or all of the above optional factors to the prevailing speed, and select the closest 5 mile per hour increment. In no case, however, should the proposed altered limit differ either upward or downward from the prevailing speed by more than 9 miles per hour or by more than 20 percent, whichever is less. Next, compare the proposed altered speed limit to the speeds collected in the spot speed study and determine the anticipated violation rate. If the anticipated violation rate exceeds 50 percent, the proposed altered speed limit should be revised in 5 mile per hour increments until the anticipated violation rate is equal or less than 50 percent. If this results in a proposed altered speed limit which exceeds a 30 mph statutory speed for the highway in question, either the statutory speed or the proposed altered speed may be used to set the speed limits. If the speed selected results in a violation rate greater than 50 percent, the appropriate police agency(ies) should be notified that extra enforcement efforts may be necessary. Differences in posted speeds between adjacent altered speed zones should not be more than 10 miles per hour.
C. Posting of General Speed Limits

Speed Reduction Signs

A Speed Reduction sign (W3-5) shall be erected in advance of any speed zone that is 10 miles per hour or more under the passenger car limit in a preceding statutory or altered limit of 45 miles per hour or more and should be erected at other locations where engineering judgment indicates the need. It shall be placed approximately 500 to 600 feet in advance of the lower speed zone and shall always be followed by a basic speed limit sign erected at the beginning of the zone.

On divided and one-way facilities having two or more lanes in one direction, the Speed Reduction signs, where used, and the first basic speed limit sign for the altered speed zone, shall be installed on both sides of the roadway except in situations where insufficient room exists in a median. Red 18-inch metal retroreflectorized "flags" shall be installed on the Speed Reduction signs preceding any transition from a 60 or 65 miles per hour zone to a lower speed zone.

When speed zones on rural highways extend only through signalized intersections, speed limit signs for the altered zones shall be installed at least 1,000 feet prior to the intersections on both sides of the roadway except in situations where insufficient room exists in a median. Normally, such altered zones should be terminated approximately 500 feet beyond the intersection.

Speed Limit Signs

Speed limit signs shall be posted at points of entry to the state even where the preceding speed limit in the adjacent state is the same. The signs should be placed as close to the state line as possible. On conventional rural highways, speed limit signs should also be posted after major highway intersections, and at such other locations as necessary to ensure that there is at least one sign every 10 miles. On Interstate highways and other full freeways, speed limit signs should be placed following the entrance ramps from all except very closely spaced interchanges, and at such other locations as necessary to ensure that there is at least one sign every 10 miles.

The prohibition on the use of electronic speed detection devices within 500 feet beyond certain speed limit signs in the direction of travel (Section 11-602 of the IVC) shall not be taken into account in the placement of speed limit signs.

The following spacings for speed limit signs are recommended in altered speed zones and for 30 mph zones in urban areas. All speed zones, either altered or statutory, shall be posted on state highways.

<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>Recommended Sign Spacing</th>
</tr>
</thead>
</table>
| 30 mph or less | 660 ft to 1,320 ft  
(2 to 4 blocks) |
| 35 or 40 mph | 990 ft to 1,980 ft  
(3 to 6 blocks) |
| 45 mph       | 1,320 ft to 2,640 ft  
(4 to 8 blocks) |
| 55 or 60     | 2 to 10 miles |
Some speed limit signs for freeways/expressways where the speed limit differs between trucks over 4 tons and all other vehicles shall include an additional “Trucks Over 4 Tons” R2-I109 plaque. This plaque shall be installed above the first 55 mph speed limit sign entering the dual speed zone and the first speed limit sign exiting the dual speed zone. Red 18-inch metal retroreflectorized flags shall also be installed on the first 55 mph speed limit sign entering a dual speed zone.

**Minimum Speed Limit Signs**

A MINIMUM 45 mph speed plaque (R2-I101) shall be placed below each basic 60 or 65 mph speed limit sign (R2-1) for fully access-controlled freeways only. It may be omitted where closely spaced interchanges or volume/capacity restraints make compliance with a 45 mph minimum speed limit impractical. A minimum speed shall not be used with 55 mph or lower speed limits.

**SCHOOL SPEED LIMITS**

School speed limits on highways under the jurisdiction of the department shall be established on the basis of Article VI of the Illinois Vehicle Code (IVC), Part 7 of the Illinois Manual on Uniform Traffic Control Devices (IMUTCD) and this policy.

Section 11-605 of the IVC allows establishment of 20 miles-per-hour speed limits on streets and highways passing schools or upon any street or highway where children pass going to and from school. Such established limit is to be in effect “On a school day when school children are present and so close thereto that a potential hazard exists because of the close proximity of the motorized traffic...” It further defines school days as beginning at 7 a.m. and ending at 4 p.m. Such a zone may be established for public, private and religious nursery, primary or secondary schools.

An engineering and traffic investigation shall be conducted to determine whether or not a school speed zone is warranted. The investigation shall consider such factors as the existing traffic control, whether school crosswalks are present or not, the type, character and volume of vehicular traffic, and the ages and numbers of schoolchildren likely to be present. It shall also consider where the children would be located in relation to the traffic.

Speed zones should be limited to those locations where school buildings or grounds devoted primarily to normal school day activities are adjacent to the highway or where groups of children cross the highway on their way to and from a school. Areas devoted primarily to athletic or other extracurricular activities should not be zoned.

The limits of school speed zones should be determined based upon where children are likely to be present and not based upon the limits of the school property. There are situations, primarily in rural areas, where the school-owned property line is some distance from the actual portion of the property occupied by the school and there are no children walking or present along that portion of the property. Establishing a 20 mile-per-hour school speed limit based solely on the location of the property line would be inappropriate. Conversely, it might be appropriate to impose a 20 mile-per-hour school speed limit some distance ahead of the property line where children walk close to the highway on their way to and from school and such path is part of a planned school walk route.

Speed zones should not be established for crossings where schoolchildren are protected by devices such as stop signs or traffic signals. An exception may be made when the speed zone serves to protect children walking on or immediately adjacent to the roadway in the school area.
Speed zones should not be established when the school or school grounds are completely isolated from the highway by means of a fence or other barrier, and no access to the highway is provided. They should also not be established for crossing where an underpass or overpass is provided or for school entrances used for buses or private vehicles carrying children to and from school.

The beginning of a school speed zone should be marked with a school speed limit 20 mph sign (S4-I100 or S4-I101) with a FINES HIGHER sign (R2-6P) mounted underneath. The end of a school speed zone should be marked with the appropriate standard speed limit sign (R2-1) and an END SCHOOL ZONE sign (S5-2) mounted underneath.

If requested by a local agency, CELL PHONE USE PROHIBITED signs (R2-I110) may be placed below Reduced School Speed Limit Ahead signs (S4-5) on state highways provided the local agency has a policy of placing such signs in conjunction with any school speed zones on roads under their jurisdiction. Where Reduced School Speed Limit Ahead signs are not used, the CELL PHONE USE PROHIBITED sign may be installed separately or below the school sign (S1-1).

WORK ZONE SPEED LIMITS

A. Altered Speed Limits

- No Speed Limit Reduction or Work Zone Speed Limit– All roadway types

  The existing speed limit shall not be lowered and a work zone speed limit shall not be established when there is no lane reduction or apparent hazard.

- Existing 65 or 60 mph - Multilane:
  Speed Limit Reduction to 55 mph

  55 mph Work Zone Speed Limit signs (see Art. 701.14(b) of the Standard Specifications for Road and Bridge Construction) shall be used to reduce posted speed limits from 65 or 60 mph to 55 mph in construction work zones with lane closures or crossovers as shown on the Highway Standards or as noted in the traffic control plans. For this requirement to be added to an ongoing contract, it must be approved by the District Operations Engineer. Work Zone Speed Limit signs may also be used to reduce the existing speed limit to 55 mph if engineering judgment indicates the reduced speeds are necessary (See Section C). Approval of the District Operations Engineer is required.

- Existing 65 or 60 mph - Multilane:
  Speed Limit Reduction to 45 mph When Workers are Present

  45 mph Work Zone Speed Limit signs (see Art. 701.14(b) of the Standard Specifications for Road and Bridge Construction) within the lane closure shall be used when workers are present in the closed lane adjacent to traffic and are not protected by temporary concrete barrier. This sign may be used in conjunction with other Work Zone Speed signs to drop the 55 mph Work Zone Speed Limit to 45 mph. If conditions that warrant these signs develop during construction, the signs may be added to the contract upon approval of the District Operations Engineer (See Section C). These signs shall be utilized as indicated in the Highway Standards and as noted by the designer in the traffic control plans. The signs shall be covered, turned or removed when workers are no longer present.
• Existing 45 - 55 mph – Multilane:
  Work Zone Speed Limit 45 established

  Work Zone Speed Limit signs for existing multilane 45 to 55 mph speed limits shall be as shown on the Highway Standards and as noted in the traffic control plans. The signing changes an existing 45 mph speed limit to a 45 mph work zone speed limit. A reduction in the speed limit beyond 10 mph is not recommended and design changes should be considered that will allow traffic to safely move at 45 mph.

• Existing speed limit below 45 mph for multilane and all 2-Lane roadways

  The existing speed limit should not be lowered and a work zone speed limit should not be established.

  If a justification from Section C is met and cannot be corrected in a reasonable length of time, a 10 mph reduction may be considered. This reduction shall be based on engineering judgment and shall be approved by the District Operations Engineer.

B. Increased Fines in Work Zones

The applicable highway construction or maintenance speed limit fines are specified in Section 11-605.1 of the IVC.

The work zone must be posted according to the requirements for Work Zone Speed Limit signs. For the increased fines to be enforceable, the Minimum Fine Sign and the WORK ZONE Sign must be present as shown in the applicable Highway Standards.

C. Justifications for Work Zone Speed Limit Reductions

The following may be additional reasons for reducing an existing speed limit in a work zone or for establishing a work zone speed limit in excess of 10 mph below the existing speed limit. This reduction should be based on engineering judgment, documented, and approved by the District Operations Engineer.

  • Narrow pavement lane width
  • High traffic volumes
  • Drop-offs
  • Temporary road alignment where a design for higher speed operation is not feasible due to space requirements or other factors
  • Inadequate sight distance

D.Posting of Work Zone Speed Limit Signs

Work Zone Speed Limit Signs shall be posted according to Article 701.14(b) of the Standard Specifications for Road and Bridge Construction, the applicable Highway Standards, and as shown on the design plans.
MISCELLANEOUS SPEED POLICIES

A. **Blanket Speed Limit Signs**

Posting of signs indicating general municipal speed limits, such as "SPEED LIMIT 25 ON VILLAGE STREETS," shall not be used on state highways. Section 11-604 of the IVC requires that speed limit signs be placed "...at the proper place or along the proper part or zone of the highway or street." The Office of Chief Counsel has determined that this requires each individual altered speed zone be signed.

B. **Radar Warning Signs**

SPEED RADAR TIMED, or other similar signs, shall not be used on state highways. An Illinois Attorney General's Opinion (1966-196) stated that such signs were not necessary for enforcement.

C. **Aerial Speed Check Markings**

Where requested by the Illinois State Police, aerial speed check markings on state highways may be placed in accordance with the guidelines contained in Section 7-401.21 of the Bureau of Operations Traffic Policies and Procedures Manual.

D. **Design, Posted, and Operating Speeds**

To prevent potential safety issues, the design speed selected to determine the design features of a roadway should equal or exceed the anticipated posted speed after construction as determined by the requirements of this policy. The designer should coordinate the design speed selection with the District Bureau of Operations anticipated posted speed limit selection. If the proposed design speed will be less than the anticipated posted speed, the designer must choose one of the following approaches:

- Seek a design exception
- Increase the design speed to equal the anticipated posted speed
- Post the project with a legal speed limit equal to the design speed

(The legal speed limit shall be determined in accordance with:
Section 625 ILCS 5/11-602 of the Illinois Vehicle Code
Section 23 CFR 655 of the US Code of Federal Regulations
The requirements of this policy)

The designer should avoid artificially selecting a design speed low enough to eliminate any design exceptions. For example, if IDOT criteria yield a design speed of 60 mph and one or more geometric features are adequate only for 55 mph, the design speed should be 60 mph and not 55 mph. The designer will then be required to seek design exceptions for 55 mph geometric features.

**Curbed Sections**

Sections with continuous barrier curbs at or near the edge of pavement should be avoided in areas where operating speeds can be expected to be greater than 45 mph. However, where a speed study justifies a speed limit of 50 mph or greater, the posted limit may be reduced to 45 mph upon the written approval of the District Operations Engineer. If the curbed section is short, such as with channelizing in conjunction with a freeway interchange, the operating speed should be used.
E. **Two-Way Left Turn Lanes**

Two-way left turn lanes should be avoided in areas where operating speeds can be expected to be greater than 45 mph. However, where a speed study justifies a speed limit of 50 mph or greater, the posted limit may be reduced to 45 mph upon the written approval of the District Operations Engineer.

F. **Park Zone Speed Limits**

Park Zone speed limits on roads under the jurisdiction of local agencies may be established on the basis of Section 11-605.3 of the IVC and part 2 of the Illinois Manual on Uniform Traffic Control Devices (IMUTCD).

Section 11-605.3 of the IVC allows local agencies to establish Park Zones and Park Zone Speed Limits by ordinance or resolution on streets and highways under their jurisdictions which abut parks. It does not allow the posting of a 20 mph Park Zone Speed Limit along streets or roads under the jurisdiction of the Illinois Department of Transportation.

A reduction in the speed limit along an abutting street under the jurisdiction of the department could be established in accordance with Section 11-602 of the IVC where warranted by a speed study. However, such a reduction in the speed limit would be signed as a normal speed limit and not as a “park zone speed.”

If requested by local agencies, districts may post Illinois Standard W15-I100 PARK ZONE signs on abutting streets and highways under the jurisdiction of the department if the local agency has established and signed a park zone. These signs may be installed regardless of whether a “park zone speed limit” has been established or not.
ESTABLISHMENT OF SPEED ZONE
DISTRICT _______

ROUTE: __________________ FROM: ________________________________

TO: ___________________________ LENGTH: __________________________

CITY: __________________________ COUNTY: _________________________

I  SPOT SPEED STUDIES (Attached)

<table>
<thead>
<tr>
<th>CHECK NO.</th>
<th>85TH %</th>
<th>UPPER LIMIT 10 MPH PACE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

II  TEST RUNS

<table>
<thead>
<tr>
<th>RUN NO.</th>
<th>AVG. SPEED</th>
<th>DIRECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

III  PREVAILING SPEED

85TH % AVG.: _______ MPH
UPPER LIMIT OF 10 MPH PACE: _______ MPH
TEST RUN AVE.: _______ MPH
PREVAILING SPEED: _______ MPH

IV  EXISTING SPEED LIMIT

ZONE BEING STUDIED: _______ MPH
VIOLATION RATE: _______ %
ADJACENT ZONE N or W: _______ MPH
LENGTH: ______________ MILES
ADJACENT ZONE S or E: _______ MPH
LENGTH: ______________ MILES

V  ACCESS CONFLICTS

RESIDENTIAL DRIVES: _______ X 1 = _______
SMALL BUSINESS DRIVES: _______ X 5 = _______
LARGE BUSINESS DRIVES: _______ X 10 = _______
ACCESS CONFLICT NO. TOTAL: ___________

STUDY LENGTH: _______ = _______
(MILES) CONFLICTS / MILE

VI  MISC. FACTORS

PEDESTRIAN VOLUME: _______
HIGH-CRASH LOCATION: YES NO
PARKING PERMITTED: YES NO

VII  PREVAILING SPEED ADJUSTMENT

DRIVEWAY ADJUSTMENT: _______ %
PEDESTRIAN ADJUSTMENT: _______ %
CRASH ADJUSTMENT: _______ %
TOTAL (MAX 20%): _______ %

PREVAILING SPEED: _______ MPH
(Prevailing Speed) (adjust.) (Max. 9 MPH)
ADJUSTED PREVAILING SPEED: _______

VIII  REVISED SPEED LIMIT

RECOMMENDED SPEED LIMIT: _______ MPH
ANTICIPATED VIOLATION RATE: _______ %

RECOMMENDED BY: _________________
DATE: _________________
APPROVED BY: _________________
DATE: _________________
CONDITION DIAGRAM

District 7
Illinois 33 River Road
First Ave to Elm Road
Frostville, Damon County
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, IL

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

RE: ESTABLISHMENT OF A SPEED ZONE ON NORTH IVY LAKE ROAD

ORDINANCE

WHEREAS, Section 625 5/11-604 of the Illinois Vehicle Code grants the County Board the authority to establish absolute maximum speed limits on County Highways and Township Roads, as defined in the Illinois Highway Code; and

WHEREAS, Peoria County has caused to be made an engineering and traffic investigation upon the roadway listed in the below Schedule in accordance with the policy for the establishment and posting of speed limits on County and Township roadways in Peoria County; and

NOW, THEREFORE, IT IS HEREBY ORDAINED by the County Board of Peoria County, Illinois, that the reasonable and proper absolute maximum speed limit upon the below specified portion of Township Road shall be as stated in the following Schedule in the column labeled “Proposed Speed Limit”:

SCHEDULE

<table>
<thead>
<tr>
<th>ROAD</th>
<th>LOCATION</th>
<th>EXISTING SPEED LIMIT</th>
<th>PROPOSED SPEED LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>N. Ivy Lake Road</td>
<td>E. Cedar Hills Drive to Rome Road</td>
<td>Unposted 55 mph</td>
<td>Posted 35 mph</td>
</tr>
</tbody>
</table>

BE IT FURTHER ORDAINED that signs giving notice of the maximum speed limit for the zone of said Township Road described in the above Schedule shall be erected in conformance with the standards and specification contained in the Manual of Uniform Traffic Control Devices for Streets and Highways; and

BE IT FURTHER ORDAINED that the altered proposed maximum speed limit for the zone of said Township Road described in the Schedule above shall take effect immediately after the erection of said signs giving notice of the maximum speed limit.

Respectfully Submitted,
Infrastructure Committee
ISSUE: Ordinance to lower the speed limit in Wheatfield Subdivision in Limestone Township.

BACKGROUND/DISCUSSION: Limestone Township has received multiple complaints of motorists speeding in the Wheatfield Subdivision and requested a speed study to be performed.

A speed study conforming to the Illinois Department of Transportation’s POLICY ON ESTABLISHING AND POSTING SPEED LIMITS ON THE STATE HIGHWAY SYSTEM, was completed in the subdivision on October 20, 2022. The results of the speed study revealed the following:

<table>
<thead>
<tr>
<th>ROAD</th>
<th>LOCATION</th>
<th>EXISTING SPEED LIMIT</th>
<th>PROPOSED SPEED LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>S. Wheatfield Way</td>
<td>Pfeiffer Road to Cul De Sac</td>
<td>Posted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>Wheatfield Road</td>
<td>S. Wheatfield Way to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>W. Brianna Drive</td>
<td>S. Wheatfield Way to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>W. Ezekiel Court</td>
<td>S. Wheatfield Way to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>W. Bryce Court</td>
<td>S. Wheatfield Way to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>W. Brandon Court</td>
<td>S. Wheatfield Way to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
</tbody>
</table>

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Post speed limits on all roads in the Wheatfield Subdivision in accordance with the speed study results.

COMMITTEE ACTION:

Approved 11/28/22 (4-0 votes) Ms. Pastucha absent

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: October 28, 2022
Wheatfield Subdivision-Limestone, Peoria County

From West Pfeiffer Road to cul-de-sac of South Wheatfield Way

Existing posted speed limit-30 MPH

Length = 0.90 mile  \( ADT= \) Undetermined residential street

The section studied is a two-lane seal coated surfaced road .90 miles in length that runs through a residential neighborhood in Limestone Township. South Wheatfield Way runs North of West Pfeiffer Road which runs East and West. South Wheatfield Way is a winding surface with a sharp bend leading to and away from the cul-de-sac. There are two Stop signs in Wheatfield Subdivision. The first, is at the intersection of South Wheatfield Way and West Pfeiffer Road. The second, is at the intersection of South Wheatfield Way and West Brianna Drive. There are three posted speed limit signs on South Wheatfield Way. Because this is considered an Urban/Residential area the posted speed limit is 30 MPH.

There are five intersecting residential streets in Wheatfield Subdivision. There are multiple residential drives in close proximity to each other. The Subdivision has no sidewalks and earthen shoulders. During the study I noted two pedestrians walking along South Wheatfield Way.

The adjusted prevailing speed on this section of roadway is 25 MPH with a violation rate of 35%.

Recommendation: It is our recommendation that the existing speed limit of 30 MPH be lowered to 25 MPH and should Limestone Township wish to do so, speed sign(s) may be posted.
ESTABLISHMENT OF SPEED ZONE
DISTRICT
ROUTE: Wheatfield Subdivision FROM: West Pfeiffer Road
TO: Wheatfield Way Cul-de-sac LENGTH: .9 mile
CITY: Peoria
COUNTY: Peoria

I SPOT SPEED STUDIES (Attached)

<table>
<thead>
<tr>
<th>CHECK NO.</th>
<th>85th %</th>
<th>UPPER LIMIT 10 MPH PACE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 + 2 combo</td>
<td>29</td>
<td>30</td>
</tr>
<tr>
<td>1 SB</td>
<td>29</td>
<td>30</td>
</tr>
<tr>
<td>2 NB</td>
<td>27</td>
<td>30</td>
</tr>
</tbody>
</table>

II TEST RUNS

<table>
<thead>
<tr>
<th>RUN NO.</th>
<th>AVG. SPEED</th>
<th>DIRECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>25</td>
<td>N</td>
</tr>
<tr>
<td>2</td>
<td>26</td>
<td>S</td>
</tr>
<tr>
<td>3</td>
<td>26</td>
<td>N</td>
</tr>
<tr>
<td>4</td>
<td>25</td>
<td>S</td>
</tr>
<tr>
<td>5</td>
<td>24</td>
<td>N</td>
</tr>
</tbody>
</table>

III PREVAILING SPEED

85th % AVG.: 28 MPH
UPPER LIMIT OF 10 MPH PACE: 30 MPH
TEST RUN AVE.: 25 MPH
PREVAILING SPEED: 28 MPH

IV EXISTING SPEED LIMIT

ZONE BEING STUDIED: 30 MPH
VIOLATION RATE: 5%
ADJACENT ZONE N or W: ___ MPH
LENGTH: ___ MILES
ADJACENT ZONE S or E: ___ MPH
LENGTH: ___ MILES

V ACCESS CONFLICTS

RESIDENTIAL DRIVES: 59 X 1 = 59
SMALL BUSINESS DRIVES: 0 X 5 = 0
LARGE BUSINESS DRIVES: 0 X 10 = 0
ACCESS CONFLICT NO. TOTAL: 59
STUDY LENGTH: .90 = 66 MILES
CONFLICTS / MILE

VI MISC. FACTORS

PEDESTRIAN VOLUME: 2
HIGH-CRASH LOCATION: YES X NO
PARKING PERMITTED: YES X NO

VII PREVAILING SPEED ADJUSTMENT

DRIVeway ADJUSTMENT: 10%
PEDESTRIAN ADJUSTMENT: 0%
CRASH ADJUSTMENT: 0%
TOTAL (MAX 20%): 10%

28 MPH X 10 % = 3 MPH
(Prevailing Speed) (adjust.) (Max. 9 MPH)
ADJUSTED PREVAILING SPEED: 25 MPH

VIII REVISED SPEED LIMIT

RECOMMENDED SPEED LIMIT: 25 MPH
ANTICIPATED VIOLATION RATE: 25%
RECOMMENDED BY: RZ
DATE: 10/06/22
APPROVED BY: 
DATE: 

14
### Spot Speed Study

**City:** Maplewood/Limestone Twp

**Route:** Wheatfield Subdivision

**From:** W. Pfeiffer Road

**To:** S. Wheatfield Way Cul-de-Sac

<table>
<thead>
<tr>
<th>CHECK NO</th>
<th>RECORDER</th>
<th>DATE</th>
<th>DAY</th>
<th>HOURS</th>
<th>WEATHER</th>
<th>PAVEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SB RZ</td>
<td>10/02/22</td>
<td>Thurs</td>
<td>8:40</td>
<td>31°F</td>
<td>Sunny</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>SET ME</th>
<th>METER ON</th>
<th>TRAFFIC CHECKED</th>
<th>BS TH</th>
<th>10 MPH PACE</th>
<th>POSTED LIMIT</th>
<th>VIOLATION RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>E WAYS</td>
<td>W 5</td>
<td>E 5</td>
<td>09</td>
<td>30</td>
<td>30</td>
<td>8%</td>
</tr>
</tbody>
</table>

**Notes:**

- Total Vehicles: 12
- SB Vehicles Observed: 10

\[ 12 \times 0.85 = 10 \]
**SPOT SPEED STUDY**

**CITY:** Mapleton / Limestone Twp  
**ROUTE:** Wheatfield Subdivision

**FROM:** W Pfeiffer Road  
**TO:** S Wheatfield Way Cul-de-Sac

<table>
<thead>
<tr>
<th>CHECK NO.</th>
<th>RECORDER</th>
<th>DATE</th>
<th>DAY</th>
<th>HOURS</th>
<th>WEATHER</th>
<th>PAVEMENT</th>
<th>METER ON</th>
<th>TRAFFIC CHECKED</th>
<th>85TH PERCENT</th>
<th>10 MPH RACE</th>
<th>POSTED LIMIT</th>
<th>VIOLATION RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 NB</td>
<td>10/01/22</td>
<td>Thurs</td>
<td>9:30</td>
<td>to 11:00</td>
<td>Wetter</td>
<td>Wet</td>
<td>E/N/W/S</td>
<td></td>
<td>52</td>
<td>37</td>
<td>30</td>
<td>30</td>
</tr>
</tbody>
</table>

*8 NB Vehicles observed (39/mile)*
20 Total Vehicles
20 Comudo Vehicles observed
\[ \times 0.85 = 17 \ (30 \text{ mph}) \]
Policy on Establishing and Posting Speed Limits on the State Highway System

March 2011
POLICY ON ESTABLISHING AND POSTING SPEED LIMITS ON THE STATE HIGHWAY SYSTEM
ILLINOIS DEPARTMENT OF TRANSPORTATION – BUREAU OF OPERATIONS

APPLICATION OF POLICY TO CITIES, COUNTIES AND OTHER LOCAL AGENCIES

The Illinois Vehicle Code does not require local agencies to obtain department approval for speed zones on roads under their respective jurisdictions. While the procedures contained in this policy may be used for altering speed limits on any public highway, use of such procedures by local agencies is not required by statute. If a local agency wishes to ask a district for review of a speed zone, the district may, of course, do so. However, when responding back to the agency, a statement should be included indicating that the comments are not to be considered as either approval or disapproval. Local Agencies should refer to Section 11-604 of the Illinois Vehicle Code for additional information and specific regulations regarding the alteration of speed limits on local roads.

GENERAL SPEED LIMITS

Speed limits on highways under the jurisdiction of the department shall be established on the basis of the latest revisions/editions to Article VI of the Illinois Vehicle Code (IVC), the Illinois Manual on Uniform Traffic Control Devices (IMUTCD), the Standard Specifications for Road and Bridge Construction, the Highway Standards and this policy. Night speed limits shall not be used.

A. Statutory Speed Limits

Section 11-601 of the IVC spells out the statutory speed limits in effect in Illinois. These limits may be enforced without any signing.

Outside Urban Districts

Freeways/Expressways

This category is defined as highways designated by the department which have at least 4 lanes of traffic where the traffic moving in opposite directions is separated by a strip of ground which is not surfaced or suitable for vehicle traffic. For the purposes of this policy, this includes all full freeways (Interstate and interstate-type freeways).

Passenger cars, buses, and trucks with gross weights of 4 tons or less 65 mph
Vehicles towing trailers, housecars, and campers 65 mph
Trucks with gross weights of over 4 tons
   (Interstate Routes) 65 mph
   (All Non-Interstate Routes) 55 mph
   (Within Cook, Dupage, Kane, Lake, McHenry, and Will Counties) 55 mph

This also allows the department to apply these limits to designated sections of rural expressways with full control of access and at-grade intersections rather than interchanges. In general, this should only be done where engineering judgment indicates such limits may be safely accommodated. Short sections should be avoided.
Conventional Highways

All vehicle types 55 mph

Inside Urban Districts (All vehicle types)

All streets and highways 30 mph
Alleys 15 mph

“Urban District” is defined in Section 1-214 of the IVC as “The territory contiguous to and including any street which is built up with structures devoted to business, industry or dwelling houses situated at intervals of less than 100 feet for a distance of a quarter of a mile or more.” Note that whether the street or highway in question is inside or outside of the corporate limits of a community is not included in this definition and therefore, is not applicable to the determination of where such statutory speed applies. This means that the statutory speed on an unposted street within the corporate limits of a community but outside an urban district would be 55 miles per hour.

B. Altered Speed Limits

State statutes allow the department to alter certain of the statutory speeds either up or down (statutory speeds of 55 and 65 miles per hour may only be altered downward). State statutes and the Illinois Manual on Uniform Traffic Control Devices require that such altered speed limits be based on “… an engineering study that has been performed in accordance with traffic engineering practices. The engineering study shall include an analysis of the current speed distribution of free-flowing vehicles.”

The following investigation and selection criteria shall be used to determine altered speed limits on streets and highways under the jurisdiction of the department. While it is not mandatory that local agencies use this format and criteria, it is recommended. Regardless of the form the engineering and traffic investigation takes, it should be based on valid traffic engineering principals, an analysis of the speed distribution of free-flowing vehicles, and be well documented.

Perceived speed enforcement tolerances shall not be taken into account in the setting of speed limits.

Prevailing Speed

The determination of the prevailing speed of free-flowing traffic is the basic step in establishing an altered speed limit either lower or higher than the statutory limit (statutory speeds of 55 and 65 miles per hour may only be altered downward). This is based on the nationally accepted premise that a majority of the drivers will drive at a speed which they judge to be safe and proper. The prevailing speed is the computed average of the following three sets of data, measured during free-flowing traffic conditions:
1. EIGHTY-FIFTH PERCENTILE SPEED: The 85th percentile speed is defined as the speed at or below which 85 percent of the vehicles are traveling. This speed is determined on the basis of spot speed studies, normally made with a concealed radar or laser speed meter.

Spot speed studies should be made as close as practical to the center of the zone which is being studied. If the zone is in excess of one mile in length in rural areas or 1/2 mile in urban areas, studies should be made at two or more locations. Care must be exercised to be sure that the data are collected in such manner and at such times that they are a true indication of normal conditions. Such conditions normally prevail under good weather conditions, on dry pavement, during daylight hours, outside of rush periods, and on any day except weekends or holidays. Observations should not be made immediately following a crash, when traffic is influence by construction or maintenance operations, or during a period of greater than normal enforcement. Every effort should be made to conceal the fact that speeds are being recorded.

Speeds should be observed for at least 100 passenger cars/vans and pickup trucks in each lane in each direction. Speeds of vehicles over four tons in size should not be used in determining altered speed zones. On lower-volume roads where it would be difficult to sample 100 vehicles in each direction, the study may be terminated after three hours. When traffic is travelling in platoons, the speed of the lead vehicle(s) should be used. Following vehicles tend to base their speeds on the lead vehicle. Use of following vehicles will tend to bias the recorded speeds downward. Care should also be taken to avoid recording the speeds of a disproportionate number of high speed vehicles to avoid an upward speed bias.

2. UPPER LIMIT OF THE 10 MILES PER HOUR PACE: The 10 mph pace is defined as the 10 mph range containing the most vehicles. This is determined on the basis of the spot speed studies discussed above.

3. AVERAGE TEST RUN SPEED: Average test run speeds are determined on the basis of five vehicle runs in each direction over the length of the proposed zone. It is not necessary to use an unmarked vehicle, however the use of any vehicle which might be mistaken for a law enforcement vehicle should be avoided. Observations should be made under the same general conditions noted above for spot speed studies. The prime consideration in use of test runs is to approximate the median speed. To accomplish this, the driver should try to "float" in the traffic stream. On multi-lane roads, the driver should pass as many vehicles as pass the test car. Use of test run speed is optional on lower-volume roads and should not be included when determining the prevailing speed for very short zones or for any specific type of vehicle other than passenger cars/vans.

The prevailing speed, to the nearest 5 miles per hour, may be used directly as the Altered Speed Limit, subject to any further adjustment resulting from reviewing the Anticipated Violation Rate as set forth below. However, in certain cases, a lower altered speed limit may be justified on the basis of supplementary investigations.

Optional Supplementary Investigations

The selected Altered Speed Limit may differ from the established prevailing speed (not the proposed posted speed) by up to 9 miles per hour when justified by further investigation. Such investigations shall be limited to studying any or all of the following four conditions:
1. HIGH-CRASH LOCATIONS: If the zone being studied contains a portion of a high-crash segment or contains a high-crash intersection as shown on the most recent 5% report as distributed by the Bureau of Safety Engineering, the prevailing speed may be reduced by 10%.

2. ACCESS CONTROL: The effect of driveways and other entrances is determined by using an "access conflict number." For this purpose, field entrances or driveways to single-family dwellings shall have a conflict number of 1. Minor commercial entrances and driveways serving multi-family residential units and minor street intersections shall have a conflict number of 5. Major commercial entrances, driveways serving large multi-family developments and major street intersections shall have a conflict number of 10. If the total access conflict number within a proposed zone exceeds those shown in the following table, the prevailing speed may be reduced by the percentages indicated.

<table>
<thead>
<tr>
<th>Access Conflicts Per Mile</th>
<th>Percent Reduction in Speed</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 or less</td>
<td>0</td>
</tr>
<tr>
<td>41 - 60</td>
<td>5</td>
</tr>
<tr>
<td>61 or more</td>
<td>10</td>
</tr>
</tbody>
</table>

3. PEDESTRIAN ACTIVITY: Where no sidewalks are provided or where sidewalks are located immediately behind the curb and the total pedestrian traffic exceeds ten per hour for any three hours within any eight-hour period, the prevailing speed may be reduced by 5 percent. Pedestrians crossing the route at intersections or established crossing points may be included if the point of crossing is not controlled by a STOP or YIELD sign on the route in question, or does not have traffic signals.

4. PARKING: The prevailing speed may be reduced by 5 percent where parking is permitted adjacent to the traffic lanes.

5. MISCELLANEOUS: Other factors may be included in the investigation based on engineering judgment. Normally, isolated curves and turns, areas of restricted sight distances, no-passing zones, etc., should not to be considered as the basis for alteration of speed limits.

**Selection of Altered Speed Limit**

To determine the proposed altered speed limit, either use the calculated prevailing speed, or apply the percentage corrections resulting from any or all of the above optional factors to the prevailing speed, and select the closest 5 mile per hour increment. In no case, however, should the proposed altered limit differ either upward or downward from the prevailing speed by more than 9 miles per hour or by more than 20 percent, whichever is less. Next, compare the proposed altered speed limit to the speeds collected in the spot speed study and determine the anticipated violation rate. If the anticipated violation rate exceeds 50 percent, the proposed altered speed limit should be revised in 5 mile per hour increments until the anticipated violation rate is equal or less than 50 percent. If this results in a proposed altered speed limit which exceeds a 30 mph statutory speed for the highway in question, either the statutory speed or the proposed altered speed may be used to set the speed limits. If the speed selected results in a violation rate greater than 50 percent, the appropriate police agency(ies) should be notified that extra enforcement efforts may be necessary.

Differences in posted speeds between adjacent altered speed zones should not be more than 10 miles per hour.
C. Posting of General Speed Limits

Speed Reduction Signs

A Speed Reduction sign (W3-5) shall be erected in advance of any speed zone that is 10 miles per hour or more under the passenger car limit in a preceding statutory or altered limit of 45 miles per hour or more and should be erected at other locations where engineering judgment indicates the need. It shall be placed approximately 500 to 600 feet in advance of the lower speed zone and shall always be followed by a basic speed limit sign erected at the beginning of the zone.

On divided and one-way facilities having two or more lanes in one direction, the Speed Reduction signs, where used, and the first basic speed limit sign for the altered speed zone, shall be installed on both sides of the roadway except in situations where insufficient room exists in a median. Red 18-inch metal retroreflectorized "flags" shall be installed on the Speed Reduction signs preceding any transition from a 60 or 65 miles per hour zone to a lower speed zone.

When speed zones on rural highways extend only through signalized intersections, speed limit signs for the altered zones shall be installed at least 1,000 feet prior to the intersections on both sides of the roadway except in situations where insufficient room exists in a median. Normally, such altered zones should be terminated approximately 500 feet beyond the intersection.

Speed Limit Signs

Speed limit signs shall be posted at points of entry to the state even where the preceding speed limit in the adjacent state is the same. The signs should be placed as close to the state line as possible. On conventional rural highways, speed limit signs should also be posted after major highway intersections, and at such other locations as necessary to ensure that there is at least one sign every 10 miles. On Interstate highways and other full freeways, speed limit signs should be placed following the entrance ramps from all except very closely spaced interchanges, and at such other locations as necessary to ensure that there is at least one sign every 10 miles.

The prohibition on the use of electronic speed detection devices within 500 feet beyond certain speed limit signs in the direction of travel (Section 11-602 of the IVC) shall not be taken into account in the placement of speed limit signs.

The following spacings for speed limit signs are recommended in altered speed zones and for 30 mph zones in urban areas. All speed zones, either altered or statutory, shall be posted on state highways.

<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>Recommended Sign Spacing</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 mph or less</td>
<td>660 ft to 1,320 ft (2 to 4 blocks)</td>
</tr>
<tr>
<td>35 or 40 mph</td>
<td>990 ft to 1,980 ft (3 to 6 blocks)</td>
</tr>
<tr>
<td>45 mph</td>
<td>1,320 ft to 2,640 ft (4 to 8 blocks)</td>
</tr>
<tr>
<td>55 or 60</td>
<td>2 to 10 miles</td>
</tr>
</tbody>
</table>
Some speed limit signs for freeways/expressways where the speed limit differs between trucks over 4 tons and all other vehicles shall include an additional „Trucks Over 4 Tons“ R2-I109 plaque. This plaque shall be installed above the first 55 mph speed limit sign entering the dual speed zone and the first speed limit sign exiting the dual speed zone. Red 18-inch metal retroreflectorized flags shall also be installed on the first 55 mph speed limit sign entering a dual speed zone.

**Minimum Speed Limit Signs**

A MINIMUM 45 mph speed plaque (R2-I101) shall be placed below each basic 60 or 65 mph speed limit sign (R2-1) for fully access-controlled freeways only. It may be omitted where closely spaced interchanges or volume/capacity restraints make compliance with a 45 mph minimum speed limit impractical. A minimum speed shall not be used with 55 mph or lower speed limits.

**SCHOOL SPEED LIMITS**

School speed limits on highways under the jurisdiction of the department shall be established on the basis of Article VI of the Illinois Vehicle Code (IVC), Part 7 of the Illinois Manual on Uniform Traffic Control Devices (IMUTCD) and this policy.

Section 11-605 of the IVC allows establishment of 20 miles-per-hour speed limits on streets and highways passing schools or upon any street or highway where children pass going to and from school. Such established limit is to be in effect “On a school day when school children are present and so close thereto that a potential hazard exists because of the close proximity of the motorized traffic...” It further defines school days as beginning at 7 a.m. and ending at 4 p.m. Such a zone may be established for public, private and religious nursery, primary or secondary schools.

An engineering and traffic investigation shall be conducted to determine whether or not a school speed zone is warranted. The investigation shall consider such factors as the existing traffic control, whether school crosswalks are present or not, the type, character and volume of vehicular traffic, and the ages and numbers of schoolchildren likely to be present. It shall also consider where the children would be located in relation to the traffic.

Speed zones should be limited to those locations where school buildings or grounds devoted primarily to normal school day activities are adjacent to the highway or where groups of children cross the highway on their way to and from a school. Areas devoted primarily to athletic or other extracurricular activities should not be zoned.

The limits of school speed zones should be determined based upon where children are likely to be present and not based upon the limits of the school property. There are situations, primarily in rural areas, where the school-owned property line is some distance from the actual portion of the property occupied by the school and there are no children walking or present along that portion of the property. Establishing a 20 mile-per-hour school speed limit based solely on the location of the property line would be inappropriate. Conversely, it might be appropriate to impose a 20 mile-per-hour school speed limit some distance ahead of the property line where children walk close to the highway on their way to and from school and such path is part of a planned school walk route.

Speed zones should not be established for crossings where schoolchildren are protected by devices such as stop signs or traffic signals. An exception may be made when the speed zone serves to protect children walking on or immediately adjacent to the roadway in the school area.
Speed zones should not be established when the school or school grounds are completely isolated from the highway by means of a fence or other barrier, and no access to the highway is provided. They should also not be established for crossing where an underpass or overpass is provided or for school entrances used for buses or private vehicles carrying children to and from school.

The beginning of a school speed zone should be marked with a school speed limit 20 mph sign (S4-I100 or S4-I101) with a FINES HIGHER sign (R2-6P) mounted underneath. The end of a school speed zone should be marked with the appropriate standard speed limit sign (R2-1) and an END SCHOOL ZONE sign (S5-2) mounted underneath.

If requested by a local agency, CELL PHONE USE PROHIBITED signs (R2-I110) may be placed below Reduced School Speed Limit Ahead signs (S4-5) on state highways provided the local agency has a policy of placing such signs in conjunction with any school speed zones on roads under their jurisdiction. Where Reduced School Speed Limit Ahead signs are not used, the CELL PHONE USE PROHIBITED sign may be installed separately or below the school sign (S1-1).

**WORK ZONE SPEED LIMITS**

A. Altered Speed Limits

- **No Speed Limit Reduction or Work Zone Speed Limit— All roadway types**
  
  The existing speed limit shall not be lowered and a work zone speed limit shall not be established when there is no lane reduction or apparent hazard.

- **Existing 65 or 60 mph - Multilane:**
  Speed Limit Reduction to 55 mph
  
  55 mph Work Zone Speed Limit signs (see Art. 701.14(b) of the Standard Specifications for Road and Bridge Construction) shall be used to reduce posted speed limits from 65 or 60 mph to 55 mph in construction work zones with lane closures or crossovers as shown on the Highway Standards or as noted in the traffic control plans. For this requirement to be added to an ongoing contract, it must be approved by the District Operations Engineer. Work Zone Speed Limit signs may also be used to reduce the existing speed limit to 55 mph if engineering judgment indicates the reduced speeds are necessary (See Section C). Approval of the District Operations Engineer is required.

- **Existing 65 or 60 mph - Multilane:**
  Speed Limit Reduction to 45 mph When Workers are Present
  
  45 mph Work Zone Speed Limit signs (see Art. 701.14(b) of the Standard Specifications for Road and Bridge Construction) within the lane closure shall be used when workers are present in the closed lane adjacent to traffic and are not protected by temporary concrete barrier. This sign may be used in conjunction with other Work Zone Speed signs to drop the 55 mph Work Zone Speed Limit to 45 mph. If conditions that warrant these signs develop during construction, the signs may be added to the contract upon approval of the District Operations Engineer (See Section C). These signs shall be utilized as indicated in the Highway Standards and as noted by the designer in the traffic control plans. The signs shall be covered, turned or removed when workers are no longer present.
• Existing 45 - 55 mph – Multilane: Work Zone Speed Limit 45 established

Work Zone Speed Limit signs for existing multilane 45 to 55 mph speed limits shall be as shown on the Highway Standards and as noted in the traffic control plans. The signing changes an existing 45 mph speed limit to a 45 mph work zone speed limit. A reduction in the speed limit beyond 10 mph is not recommended and design changes should be considered that will allow traffic to safely move at 45 mph.

• Existing speed limit below 45 mph for multilane and all 2-Lane roadways

The existing speed limit should not be lowered and a work zone speed limit should not be established.

If a justification from Section C is met and cannot be corrected in a reasonable length of time, a 10 mph reduction may be considered. This reduction shall be based on engineering judgment and shall be approved by the District Operations Engineer.

B. Increased Fines in Work Zones

The applicable highway construction or maintenance speed limit fines are specified in Section 11-605.1 of the IVC.

The work zone must be posted according to the requirements for Work Zone Speed Limit signs. For the increased fines to be enforceable, the Minimum Fine Sign and the WORK ZONE Sign must be present as shown in the applicable Highway Standards.

C. Justifications for Work Zone Speed Limit Reductions

The following may be additional reasons for reducing an existing speed limit in a work zone or for establishing a work zone speed limit in excess of 10 mph below the existing speed limit. This reduction should be based on engineering judgment, documented, and approved by the District Operations Engineer.

• Narrow pavement lane width
• High traffic volumes
• Drop-offs
• Temporary road alignment where a design for higher speed operation is not feasible due to space requirements or other factors
• Inadequate sight distance

D. Posting of Work Zone Speed Limit Signs

Work Zone Speed Limit Signs shall be posted according to Article 701.14(b) of the Standard Specifications for Road and Bridge Construction, the applicable Highway Standards, and as shown on the design plans.
MISCELLANEOUS SPEED POLICIES

A. Blanket Speed Limit Signs

Posting of signs indicating general municipal speed limits, such as "SPEED LIMIT 25 ON VILLAGE STREETS," shall not be used on state highways. Section 11-604 of the IVC requires that speed limit signs be placed "...at the proper place or along the proper part or zone of the highway or street." The Office of Chief Counsel has determined that this requires each individual altered speed zone be signed.

B. Radar Warning Signs

SPEED RADAR TIMED, or other similar signs, shall not be used on state highways. An Illinois Attorney General’s Opinion (1966-196) stated that such signs were not necessary for enforcement.

C. Aerial Speed Check Markings

Where requested by the Illinois State Police, aerial speed check markings on state highways may be placed in accordance with the guidelines contained in Section 7-401.21 of the Bureau of Operations Traffic Policies and Procedures Manual.

D. Design, Posted, and Operating Speeds

To prevent potential safety issues, the design speed selected to determine the design features of a roadway should equal or exceed the anticipated posted speed after construction as determined by the requirements of this policy. The designer should coordinate the design speed selection with the District Bureau of Operations anticipated posted speed limit selection. If the proposed design speed will be less than the anticipated posted speed, the designer must choose one of the following approaches:

- Seek a design exception
- Increase the design speed to equal the anticipated posted speed
- Post the project with a legal speed limit equal to the design speed
  (The legal speed limit shall be determined in accordance with:
  Section 625 ILCS 5/11-602 of the Illinois Vehicle Code
  Section 23 CFR 655 of the US Code of Federal Regulations
  The requirements of this policy)

The designer should avoid artificially selecting a design speed low enough to eliminate any design exceptions. For example, if IDOT criteria yield a design speed of 60 mph and one or more geometric features are adequate only for 55 mph, the design speed should be 60 mph and not 55 mph. The designer will then be required to seek design exceptions for 55 mph geometric features.

Curbed Sections

Sections with continuous barrier curbs at or near the edge of pavement should be avoided in areas where operating speeds can be expected to be greater than 45 mph. However, where a speed study justifies a speed limit of 50 mph or greater, the posted limit may be reduced to 45 mph upon the written approval of the District Operations Engineer. If the curbed section is short, such as with channelizing in conjunction with a freeway interchange, the operating speed should be used.
E. **Two-Way Left Turn Lanes**

Two-way left turn lanes should be avoided in areas where operating speeds can be expected to be greater than 45 mph. However, where a speed study justifies a speed limit of 50 mph or greater, the posted limit may be reduced to 45 mph upon the written approval of the District Operations Engineer.

F. **Park Zone Speed Limits**

Park Zone speed limits on roads under the jurisdiction of local agencies may be established on the basis of Section 11-605.3 of the IVC and part 2 of the Illinois Manual on Uniform Traffic Control Devices (IMUTCD).

Section 11-605.3 of the IVC allows local agencies to establish Park Zones and Park Zone Speed Limits by ordinance or resolution on streets and highways under their jurisdictions which abut parks. It does not allow the posting of a 20 mph Park Zone Speed Limit along streets or roads under the jurisdiction of the Illinois Department of Transportation.

A reduction in the speed limit along an abutting street under the jurisdiction of the department could be established in accordance with Section 11-602 of the IVC where warranted by a speed study. However, such a reduction in the speed limit would be signed as a normal speed limit and not as a “park zone speed.”

If requested by local agencies, districts may post Illinois Standard W15-I100 PARK ZONE signs on abutting streets and highways under the jurisdiction of the department if the local agency has established and signed a park zone. These signs may be installed regardless of whether a “park zone speed limit” has been established or not.
<table>
<thead>
<tr>
<th>DIST:</th>
<th>CITY/LOCATION:</th>
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<th>CHECK NO.</th>
<th>RECORDER</th>
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<thead>
<tr>
<th>WEATHER SURFACE</th>
<th>DRY</th>
<th>DAMP</th>
<th>WET</th>
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<td>HOURS</td>
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<table>
<thead>
<tr>
<th>UPPER LIMIT MPH</th>
<th>10 MPH FCAE</th>
<th>85TH PERCENTILE</th>
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</thead>
<tbody>
<tr>
<td>FT. M.</td>
<td>S. E.</td>
<td>S. W.</td>
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</table>

<table>
<thead>
<tr>
<th>POSTED LIMIT MPH</th>
<th>VIOLATION RATE</th>
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<tr>
<th>NUMBER OF VEHICLES</th>
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<td>MPH 5 10 15 20 25 30 35 40 45</td>
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</tbody>
</table>

ABOVE 85 MPH, LIST INDIVIDUALLY:
ESTABLISHMENT OF SPEED ZONE
DISTRICT __________

ROUTE: __________________ FROM: ____________________________

TO: ______________________ LENGTH: _______________________

CITY: _____________________ COUNTY: _______________________

I SPOT SPEED STUDIES (Attached)

<table>
<thead>
<tr>
<th>CHECK NO.</th>
<th>85TH %</th>
<th>UPPER LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>10 MPH PACE</td>
</tr>
</tbody>
</table>

| RESIDENTIAL DRIVES: _____ X 1 = _____
| SMALL BUSINESS DRIVES: _____ X 5 = _____
| LARGE BUSINESS DRIVES: _____ X 10 = _____

ACCESS CONFLICT NO. TOTAL: __________

STUDY LENGTH: _____ = __________ (MILES) CONFLICTS / MILE

II TEST RUNS

<table>
<thead>
<tr>
<th>RUN NO.</th>
<th>AVG. SPEED</th>
<th>DIRECTION</th>
</tr>
</thead>
<tbody>
<tr>
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<td>5</td>
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</tr>
</tbody>
</table>

III PREVAILING SPEED

85TH % AVG.: _______ MPH
UPPER LIMIT OF 10 MPH PACE: _______ MPH
TEST RUN AVE.: _______ MPH
PREVAILING SPEED: _______ MPH

IV EXISTING SPEED LIMIT

ZONE BEING STUDIED: _______ MPH
VIOLATION RATE: _______ %
ADJACENT ZONE N or W: _______ MPH
LENGTH: _______ MILES
ADJACENT ZONE S or E: _______ MPH
LENGTH: _______ MILES

V ACCESS CONFLICTS

| RESIDENTIAL DRIVES: _____ X 1 = _____
| SMALL BUSINESS DRIVES: _____ X 5 = _____
| LARGE BUSINESS DRIVES: _____ X 10 = _____

ACCESS CONFLICT NO. TOTAL: __________

STUDY LENGTH: _____ = __________ (MILES) CONFLICTS / MILE

VI MISC. FACTORS

PEDESTRIAN VOLUME: ___________________
HIGH-CRASH LOCATION: ______ YES ______ NO
PARKING PERMITTED: ______ YES ______ NO

VII PREVAILING SPEED ADJUSTMENT

DRIVEWAY ADJUSTMENT: _______ %
PEDESTRIAN ADJUSTMENT: _______ %
CRASH ADJUSTMENT: _______ %
TOTAL (MAX 20%): _______ %

_______ MPH X _______ % = _______ MPH
(Prevailing Speed) (adjust.) (Max. 9 MPH)

ADJUSTED PREVAILING SPEED: _______ MPH

VIII REVISED SPEED LIMIT

RECOMMENDED SPEED LIMIT: _______ MPH
ANTICIPATED VIOLATION RATE: _______ %

RECOMMENDED BY: ___________________
DATE: ___________________

APPROVED BY: ___________________
DATE: ___________________
CONDITION DIAGRAM

District 7
Illinois 33 River Road
First Ave to Elm Road
Frostville, Damon County
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, IL

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

RE: ESTABLISHMENT OF A SPEED ZONE IN WHEATFIELD SUBDIVISION

ORDINANCE

WHEREAS, Section 625 5/11-604 of the Illinois Vehicle Code grants the County Board the authority to establish absolute maximum speed limits on County Highways and Township Roads, as defined in the Illinois Highway Code; and

WHEREAS, Peoria County has caused to be made an engineering and traffic investigation upon the roadways listed in the below Schedule in accordance with the policy for the establishment and posting of speed limits on County and Township roadways in Peoria County; and

NOW, THEREFORE, IT IS HEREBY ORDAINED by the County Board of Peoria County, Illinois, that the reasonable and proper absolute maximum speed limit upon the below specified portion of Township Roads shall be as stated in the following Schedule in the column labeled “Proposed Speed Limit”:

SCHEDULE

<table>
<thead>
<tr>
<th>ROAD</th>
<th>LOCATION</th>
<th>EXISTING SPEED LIMIT</th>
<th>PROPOSED SPEED LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>S. Wheatfield Way</td>
<td>Pfeiffer Road to Cul De Sac</td>
<td>Posted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>Wheatfield Road</td>
<td>S. Wheatfield Way to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>W. Brianna Drive</td>
<td>S. Wheatfield Way to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>W. Ezekiel Court</td>
<td>S. Wheatfield Way to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>W. Bryce Court</td>
<td>S. Wheatfield Way to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>W. Brandon Court</td>
<td>S. Wheatfield Way to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
</tbody>
</table>

BE IT FURTHER ORDAINED that signs giving notice of the maximum speed limit for the zone of said Township Roads described in the above Schedule shall be erected in conformance with the standards and specification contained in the Manual of Uniform Traffic Control Devices for Streets and Highways; and

BE IT FURTHER ORDAINED that the altered proposed maximum speed limit for the zone of said Township Roads described in the Schedule above shall take effect immediately after the erection of said signs giving notice of the maximum speed limit.

Respectfully Submitted,
Infrastructure Committee
ISSUE: Ordinance to lower the speed limit in Cobblestone Estates Subdivision in Kickapoo Township.

BACKGROUND/DISCUSSION: Kickapoo Township has received multiple complaints of motorists speeding in the Cobblestone Estates Subdivision and requested a speed study to be performed.

A speed study conforming to the Illinois Department of Transportation’s POLICY ON ESTABLISHING AND POSTING SPEED LIMITS ON THE STATE HIGHWAY SYSTEM, was completed in the subdivision on October 21, 2022. The results of the speed study revealed the following:

<table>
<thead>
<tr>
<th>ROAD</th>
<th>LOCATION</th>
<th>EXISTING SPEED LIMIT</th>
<th>PROPOSED SPEED LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashbury Court</td>
<td>Taylor Road to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>Bridgeport Way</td>
<td>Ashbury Court to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>Cobble Creek Court</td>
<td>Bridgeport Way to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>Lamplighter Lane</td>
<td>Ashbury Court to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
</tbody>
</table>

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Post speed limits on all roads in the Cobblestone Estates Subdivision in accordance with the speed study results.

COMMITTEE ACTION:

Approved 11/28/22 (4-0 votes) Ms. Pastucha absent

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: October 28, 2022
Cobblestone Estates-Kickapoo, Peoria County

From Lamplighter Lane and Bridgeport Way cul-de-sac(s) to Ashbury Court

Existing non posted speed limit-30 MPH

Length = 1.50 miles    ADT= Undetermined residential street

The sections studied are two-lane seal coated surfaced roads 1.50 miles in length that run through a residential neighborhood in Kickapoo Township. Lamplighter Lane runs North and West of Ashbury Court and Bridgeport Way runs South and West of Ashbury Court. The Northern section of Lamplighter Lane is primarily a straight flat surface. Whereas the Western section of Lamplighter Lane is a mostly wooded straight surface with a slight bend leading to and away from the cul-de-sac. The Southern section of Bridgeport Way is primarily a straight flat surface. The Western section of Bridgeport Way is a straight surface with a slight hill near the Cobble Creek Court intersection and a bend leading to and away from the mostly wooded cul-de-sac. There are two stop signs in Cobblestone Estates. The First, at the intersection of Cobble Creek Court and Bridgeport Way. The Second, at the intersection of Ashbury Court and Taylor Road. There is one posted 15 mph (Turn Ahead) warning sign on Bridgeport Way. Because this is considered an Urban/Residential area the unposted speed limit is 30 MPH.

There are two intersecting residential streets. The first, is Ashbury Court which is on the East and West sides of Bridgeport Way and Lamplighter Lane. The Second, is Cobble Creek Court which is on South side of Bridgeport Way. There are multiple residential drives in close proximity to each other. The Subdivision has no sidewalks and earthen shoulders. During the study, seven pedestrians were noted walking and biking along Lamplighter Lane and Bridgeport Way.

The prevailing speed on these sections of roadway is 26 MPH with a violation rate of 21%.

Recommendation: It is our recommendation that the existing speed limit of 30 MPH be lowered to 25 MPH and should Kickapoo Township wish to do so, speed sign(s) may be posted.
COBBLESTONE ESTATES SPEED STUDY LOCATION MAP
**ESTABLISHMENT OF SPEED ZONE**

**DISTRICT:** 4  
**ROUTE:** Cobblestone Est  
**FROM:** Ashbury Court  
**TO:** Lampshire Ln & Bridgeport Way Col de-Sac  
**LENGTH:** 1.5 miles  
**CITY:** Hanna City/Kickapoo Twp.  
**COUNTY:** Peoria

### I SPOT SPEED STUDIES (Attached)

<table>
<thead>
<tr>
<th>CHECK NO.</th>
<th>85TH %</th>
<th>UPPER LIMIT 10 MPH PACE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1EB</td>
<td>17</td>
<td>30</td>
</tr>
<tr>
<td>2WB</td>
<td>27</td>
<td>30</td>
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<tr>
<td>1+2combo</td>
<td>27</td>
<td>30</td>
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</table>

### II TEST RUNS

<table>
<thead>
<tr>
<th>RUN NO.</th>
<th>AVG. SPEED</th>
<th>DIRECTION</th>
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<td>N</td>
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<td>3</td>
<td>24</td>
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<td>4</td>
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<td>5</td>
<td>30</td>
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</table>

### III PREVAILING SPEED

- **85TH % AVG.:** 24 MPH  
- **UPPER LIMIT OF 10 MPH PACE:** 30 MPH  
- **TEST RUN AVE.:** 25 MPH  
- **PREVAILING SPEED:** 26 MPH

### IV EXISTING SPEED LIMIT

- **ZONE BEING STUDIED:** 30 MPH  
- **VIOLATION RATE:** 7%  
- **ADJACENT ZONE N or W:** — MPH  
- **LENGTH:** — MILES  
- **ADJACENT ZONE S or E:** — MPH  
- **LENGTH:** — MILES

### V ACCESS CONFLICTS

- **RESIDENTIAL DRIVES:** 59  
- **SMALL BUSINESS DRIVES:** 0  
- **LARGE BUSINESS DRIVES:** 0  
- **ACCESS CONFLICT NO. TOTAL:** 59  
- **STUDY LENGTH:** 1.5 = 39 (MILES)  
- **CONFLICTS / MILE**

### VI MISC. FACTORS

- **PEDESTRIAN VOLUME:** 7  
- **HIGH-CRASH LOCATION:** NO  
- **PARKING PERMITTED:** NO

### VII PREVAILING SPEED ADJUSTMENT

- **DRIVeway ADJUSTMENT:** 0%  
- **PEDESTRIAN ADJUSTMENT:** 0%  
- **CRASH ADJUSTMENT:** 0%  
- **TOTAL (MAX 20%):** 0%  
  
\[
\frac{UIA}{MPH} \times \frac{UIA}{MPH} \times \% = \frac{JIA}{MPH}
\]

- **(Prevailing Speed) (adjust.) (Max. 9 MPH)**

- **ADJUSTED PREVAILING SPEED:**

### VIII REVISED SPEED LIMIT

- **RECOMMENDED SPEED LIMIT:** 25 MPH  
- **ANTICIPATED VIOLATION RATE:** 21%  
- **RECOMMENDED BY:** R2  
- **DATE:** 10/25/22  
- **APPROVED BY:**
- **DATE:**

---

14
CITY: Harina City
ROUTE: Cobbleskate Estates
FROM: Ashbury Court
TO: Bridgport Way Cul-de-Sac

SPOT SPEED STUDY

CHECK NO. 1EB R2 10/28/2003 Friday 9:35 Sunny

RECORDED DATE

WEATHER

Pavement

Notes

3 Total Vehicles
3 EB Vehicles observed
× 0.85 = 3
### SPOT SPEED STUDY

**CITY:** Hanna City/Kickapoo Twp  
**ROUTE:** Cobblestone Estates

**FROM** Ashbury Court  
**TO** Lamplighter Lane Cul-de-Sac

<table>
<thead>
<tr>
<th>CHECK NO.</th>
<th>RECORDER</th>
<th>DATE</th>
<th>DAY</th>
<th>HOURS TO</th>
<th>WEATHER</th>
<th>PAVEMENT</th>
<th>STREETS</th>
<th>TRAFFIC</th>
<th>85TH PERCENT</th>
<th>10 MPH PACE</th>
<th>POSTED LIMIT</th>
<th>VIOLATION RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 WB R2</td>
<td>12/21/22</td>
<td>Friday</td>
<td>9:30</td>
<td>11:00</td>
<td>Sunny</td>
<td>Camp</td>
<td>Ends</td>
<td>Er</td>
<td>27</td>
<td>30</td>
<td>30</td>
<td>9%</td>
</tr>
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</table>

**Notes:**  
11 WB vehicles observed.

11 x 0.85 = 9
Policy on Establishing and Posting Speed Limits on the State Highway System

March 2011

Illinois Department of Transportation
POLICY ON ESTABLISHING AND POSTING SPEED LIMITS ON THE STATE HIGHWAY SYSTEM
ILLINOIS DEPARTMENT OF TRANSPORTATION – BUREAU OF OPERATIONS

APPLICATION OF POLICY TO CITIES, COUNTIES AND OTHER LOCAL AGENCIES

The Illinois Vehicle Code does not require local agencies to obtain department approval for speed zones on roads under their respective jurisdictions. While the procedures contained in this policy may be used for altering speed limits on any public highway, use of such procedures by local agencies is not required by statute. If a local agency wishes to ask a district for review of a speed zone, the district may, of course, do so. However, when responding back to the agency, a statement should be included indicating that the comments are not to be considered as either approval or disapproval. Local Agencies should refer to Section 11-604 of the Illinois Vehicle Code for additional information and specific regulations regarding the alteration of speed limits on local roads.

GENERAL SPEED LIMITS

Speed limits on highways under the jurisdiction of the department shall be established on the basis of the latest revisions/editions to Article VI of the Illinois Vehicle Code (IVC), the Illinois Manual on Uniform Traffic Control Devices (IMUTCD), the Standard Specifications for Road and Bridge Construction, the Highway Standards and this policy. Night speed limits shall not be used.

A. Statutory Speed Limits

Section 11-601 of the IVC spells out the statutory speed limits in effect in Illinois. These limits may be enforced without any signing.

Outside Urban Districts

Freeways/Expressways

This category is defined as highways designated by the department which have at least 4 lanes of traffic where the traffic moving in opposite directions is separated by a strip of ground which is not surfaced or suitable for vehicle traffic. For the purposes of this policy, this includes all full freeways (Interstate and interstate-type freeways).

Passenger cars, buses, and trucks with gross weights of 4 tons or less 65 mph
Vehicles towing trailers, housecars, and campers 65 mph
Trucks with gross weights of over 4 tons
  (Interstate Routes) 65 mph
  (All Non-Interstate Routes) 55 mph
  (Within Cook, Dupage, Kane, Lake, McHenry, and Will Counties) 55 mph

This also allows the department to apply these limits to designated sections of rural expressways with full control of access and at-grade intersections rather than interchanges. In general, this should only be done where engineering judgment indicates such limits may be safely accommodated. Short sections should be avoided.
Conventional Highways

All vehicle types  55 mph

Inside Urban Districts (All vehicle types)

All streets and highways  30 mph
Alleys  15 mph

“Urban District” is defined in Section 1-214 of the IVC as “The territory contiguous to and including any street which is built up with structures devoted to business, industry or dwelling houses situated at intervals of less than 100 feet for a distance of a quarter of a mile or more.” Note that whether the street or highway in question is inside or outside of the corporate limits of a community is not included in this definition and therefore, is not applicable to the determination of where such statutory speed applies. This means that the statutory speed on an unposted street within the corporate limits of a community but outside an urban district would be 55 miles per hour.

B. Altered Speed Limits

State statutes allow the department to alter certain of the statutory speeds either up or down (statutory speeds of 55 and 65 miles per hour may only be altered downward). State statutes and the Illinois Manual on Uniform Traffic Control Devices require that such altered speed limits be based on “… an engineering study that has been performed in accordance with traffic engineering practices. The engineering study shall include an analysis of the current speed distribution of free-flowing vehicles.”

The following investigation and selection criteria shall be used to determine altered speed limits on streets and highways under the jurisdiction of the department. While it is not mandatory that local agencies use this format and criteria, it is recommended. Regardless of the form the engineering and traffic investigation takes, it should be based on valid traffic engineering principals, an analysis of the speed distribution of free-flowing vehicles, and be well documented.

Perceived speed enforcement tolerances shall not be taken into account in the setting of speed limits.

Prevailing Speed

The determination of the prevailing speed of free-flowing traffic is the basic step in establishing an altered speed limit either lower or higher than the statutory limit (statutory speeds of 55 and 65 miles per hour may only be altered downward). This is based on the nationally accepted premise that a majority of the drivers will drive at a speed which they judge to be safe and proper. The prevailing speed is the computed average of the following three sets of data, measured during free-flowing traffic conditions:
1. EIGHTY-FIFTH PERCENTILE SPEED: The 85th percentile speed is defined as the speed at or below which 85 percent of the vehicles are traveling. This speed is determined on the basis of spot speed studies, normally made with a concealed radar or laser speed meter.

Spot speed studies should be made as close as practical to the center of the zone which is being studied. If the zone is in excess of one mile in length in rural areas or 1/2 mile in urban areas, studies should be made at two or more locations. Care must be exercised to be sure that the data are collected in such manner and at such times that they are a true indication of normal conditions. Such conditions normally prevail under good weather conditions, on dry pavement, during daylight hours, outside of rush periods, and on any day except weekends or holidays. Observations should not be made immediately following a crash, when traffic is influence by construction or maintenance operations, or during a period of greater than normal enforcement. Every effort should be made to conceal the fact that speeds are being recorded.

Speeds should be observed for at least 100 passenger cars/vans and pickup trucks in each lane in each direction. Speeds of vehicles over four tons in size should not be used in determining altered speed zones. On lower-volume roads where it would be difficult to sample 100 vehicles in each direction, the study may be terminated after three hours. When traffic is travelling in platoons, the speed of the lead vehicle(s) should be used. Following vehicles tend to base their speeds on the lead vehicle. Use of following vehicles will tend to bias the recorded speeds downward. Care should also be taken to avoid recording the speeds of a disproportionate number of high speed vehicles to avoid an upward speed bias.

2. UPPER LIMIT OF THE 10 MILES PER HOUR PACE: The 10 mph pace is defined as the 10 mph range containing the most vehicles. This is determined on the basis of the spot speed studies discussed above.

3. AVERAGE TEST RUN SPEED: Average test run speeds are determined on the basis of five vehicle runs in each direction over the length of the proposed zone. It is not necessary to use an unmarked vehicle, however the use of any vehicle which might be mistaken for a law enforcement vehicle should be avoided. Observations should be made under the same general conditions noted above for spot speed studies. The prime consideration in use of test runs is to approximate the median speed. To accomplish this, the driver should try to "float" in the traffic stream. On multi-lane roads, the driver should pass as many vehicles as pass the test car. Use of test run speed is optional on lower-volume roads and should not be included when determining the prevailing speed for very short zones or for any specific type of vehicle other than passenger cars/vans.

The prevailing speed, to the nearest 5 miles per hour, may be used directly as the Altered Speed Limit, subject to any further adjustment resulting from reviewing the Anticipated Violation Rate as set forth below. However, in certain cases, a lower altered speed limit may be justified on the basis of supplementary investigations.

Optional Supplementary Investigations

The selected Altered Speed Limit may differ from the established prevailing speed (not the proposed posted speed) by up to 9 miles per hour when justified by further investigation. Such investigations shall be limited to studying any or all of the following four conditions:
1. HIGH-CRASH LOCATIONS: If the zone being studied contains a portion of a high-crash segment or contains a high-crash intersection as shown on the most recent 5% report as distributed by the Bureau of Safety Engineering, the prevailing speed may be reduced by 10%.

2. ACCESS CONTROL: The effect of driveways and other entrances is determined by using an "access conflict number." For this purpose, field entrances or driveways to single-family dwellings shall have a conflict number of 1. Minor commercial entrances and driveways serving multi-family residential units and minor street intersections shall have a conflict number of 5. Major commercial entrances, driveways serving large multi-family developments and major street intersections shall have a conflict number of 10. If the total access conflict number within a proposed zone exceeds those shown in the following table, the prevailing speed may be reduced by the percentages indicated.

<table>
<thead>
<tr>
<th>Access Conflicts Per Mile</th>
<th>Percent Reduction in Speed</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 or less</td>
<td>0</td>
</tr>
<tr>
<td>41 - 60</td>
<td>5</td>
</tr>
<tr>
<td>61 or more</td>
<td>10</td>
</tr>
</tbody>
</table>

3. PEDESTRIAN ACTIVITY: Where no sidewalks are provided or where sidewalks are located immediately behind the curb and the total pedestrian traffic exceeds ten per hour for any three hours within any eight-hour period, the prevailing speed may be reduced by 5 percent. Pedestrians crossing the route at intersections or established crossing points may be included if the point of crossing is not controlled by a STOP or YIELD sign on the route in question, or does not have traffic signals.

4. PARKING: The prevailing speed may be reduced by 5 percent where parking is permitted adjacent to the traffic lanes.

5. MISCELLANEOUS: Other factors may be included in the investigation based on engineering judgment. Normally, isolated curves and turns, areas of restricted sight distances, no-passing zones, etc., should not to be considered as the basis for alteration of speed limits.

**Selection of Altered Speed Limit**

To determine the proposed altered speed limit, either use the calculated prevailing speed, or apply the percentage corrections resulting from any or all of the above optional factors to the prevailing speed, and select the closest 5 mile per hour increment. In no case, however, should the proposed altered limit differ either upward or downward from the prevailing speed by more than 9 miles per hour or by more than 20 percent, whichever is less. Next, compare the proposed altered speed limit to the speeds collected in the spot speed study and determine the anticipated violation rate. If the anticipated violation rate exceeds 50 percent, the proposed altered speed limit should be revised in 5 mile per hour increments until the anticipated violation rate is equal or less than 50 percent. If this results in a proposed altered speed limit which exceeds a 30 mph statutory speed for the highway in question, either the statutory speed or the proposed altered speed may be used to set the speed limits. If the speed selected results in a violation rate greater than 50 percent, the appropriate police agency(ies) should be notified that extra enforcement efforts may be necessary.

Differences in posted speeds between adjacent altered speed zones should not be more than 10 miles per hour.
C. Posting of General Speed Limits

Speed Reduction Signs

A Speed Reduction sign (W3-5) shall be erected in advance of any speed zone that is 10 miles per hour or more under the passenger car limit in a preceding statutory or altered limit of 45 miles per hour or more and should be erected at other locations where engineering judgment indicates the need. It shall be placed approximately 500 to 600 feet in advance of the lower speed zone and shall always be followed by a basic speed limit sign erected at the beginning of the zone.

On divided and one-way facilities having two or more lanes in one direction, the Speed Reduction signs, where used, and the first basic speed limit sign for the altered speed zone, shall be installed on both sides of the roadway except in situations where insufficient room exists in a median. Red 18-inch metal retroreflectorized "flags" shall be installed on the Speed Reduction signs preceding any transition from a 60 or 65 miles per hour zone to a lower speed zone.

When speed zones on rural highways extend only through signalized intersections, speed limit signs for the altered zones shall be installed at least 1,000 feet prior to the intersections on both sides of the roadway except in situations where insufficient room exists in a median. Normally, such altered zones should be terminated approximately 500 feet beyond the intersection.

Speed Limit Signs

Speed limit signs shall be posted at points of entry to the state even where the preceding speed limit in the adjacent state is the same. The signs should be placed as close to the state line as possible. On conventional rural highways, speed limit signs should also be posted after major highway intersections, and at such other locations as necessary to ensure that there is at least one sign every 10 miles. On Interstate highways and other full freeways, speed limit signs should be placed following the entrance ramps from all except very closely spaced interchanges, and at such other locations as necessary to ensure that there is at least one sign every 10 miles.

The prohibition on the use of electronic speed detection devices within 500 feet beyond certain speed limit signs in the direction of travel (Section 11-602 of the IVC) shall not be taken into account in the placement of speed limit signs.

The following spacings for speed limit signs are recommended in altered speed zones and for 30 mph zones in urban areas. All speed zones, either altered or statutory, shall be posted on state highways.

<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>Recommended Sign Spacing</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 mph or less</td>
<td>660 ft to 1,320 ft (2 to 4 blocks)</td>
</tr>
<tr>
<td>35 or 40 mph</td>
<td>990 ft to 1,980 ft (3 to 6 blocks)</td>
</tr>
<tr>
<td>45 mph</td>
<td>1,320 ft to 2,640 ft (4 to 8 blocks)</td>
</tr>
<tr>
<td>55 or 60</td>
<td>2 to 10 miles</td>
</tr>
</tbody>
</table>
Some speed limit signs for freeways/expressways where the speed limit differs between trucks over 4 tons and all other vehicles shall include an additional „Trucks Over 4 Tons” R2-I109 plaque. This plaque shall be installed above the first 55 mph speed limit sign entering the dual speed zone and the first speed limit sign exiting the dual speed zone. Red 18-inch metal retroreflectorized flags shall also be installed on the first 55 mph speed limit sign entering a dual speed zone.

**Minimum Speed Limit Signs**

A MINIMUM 45 mph speed plaque (R2-I101) shall be placed below each basic 60 or 65 mph speed limit sign (R2-1) for fully access-controlled freeways only. It may be omitted where closely spaced interchanges or volume/capacity restraints make compliance with a 45 mph minimum speed limit impractical. A minimum speed shall not be used with 55 mph or lower speed limits.

**SCHOOL SPEED LIMITS**

School speed limits on highways under the jurisdiction of the department shall be established on the basis of Article VI of the Illinois Vehicle Code (IVC), Part 7 of the Illinois Manual on Uniform Traffic Control Devices (IMUTCD) and this policy.

Section 11-605 of the IVC allows establishment of 20 miles-per-hour speed limits on streets and highways passing schools or upon any street or highway where children pass going to and from school. Such established limit is to be in effect “On a school day when school children are present and so close thereto that a potential hazard exists because of the close proximity of the motorized traffic...” It further defines school days as beginning at 7 a.m. and ending at 4 p.m. Such a zone may be established for public, private and religious nursery, primary or secondary schools.

An engineering and traffic investigation shall be conducted to determine whether or not a school speed zone is warranted. The investigation shall consider such factors as the existing traffic control, whether school crosswalks are present or not, the type, character and volume of vehicular traffic, and the ages and numbers of schoolchildren likely to be present. It shall also consider where the children would be located in relation to the traffic.

Speed zones should be limited to those locations where school buildings or grounds devoted primarily to normal school day activities are adjacent to the highway or where groups of children cross the highway on their way to and from a school. Areas devoted primarily to athletic or other extracurricular activities should not be zoned.

The limits of school speed zones should be determined based upon where children are likely to be present and not based upon the limits of the school property. There are situations, primarily in rural areas, where the school-owned property line is some distance from the actual portion of the property occupied by the school and there are no children walking or present along that portion of the property. Establishing a 20 mile-per-hour school speed limit based solely on the location of the property line would be inappropriate. Conversely, it might be appropriate to impose a 20 mile-per-hour school speed limit some distance ahead of the property line where children walk close to the highway on their way to and from school and such path is part of a planned school walk route.

Speed zones should not be established for crossings where schoolchildren are protected by devices such as stop signs or traffic signals. An exception may be made when the speed zone serves to protect children walking on or immediately adjacent to the roadway in the school area.
Speed zones should not be established when the school or school grounds are completely isolated from the highway by means of a fence or other barrier, and no access to the highway is provided. They should also not be established for crossing where an underpass or overpass is provided or for school entrances used for buses or private vehicles carrying children to and from school.

The beginning of a school speed zone should be marked with a school speed limit 20 mph sign (S4-I100 or S4-I101) with a FINES HIGHER sign (R2-6P) mounted underneath. The end of a school speed zone should be marked with the appropriate standard speed limit sign (R2-1) and an END SCHOOL ZONE sign (S5-2) mounted underneath.

If requested by a local agency, CELL PHONE USE PROHIBITED signs (R2-I110) may be placed below Reduced School Speed Limit Ahead signs (S4-5) on state highways provided the local agency has a policy of placing such signs in conjunction with any school speed zones on roads under their jurisdiction. Where Reduced School Speed Limit Ahead signs are not used, the CELL PHONE USE PROHIBITED sign may be installed separately or below the school sign. (S1-1).

**WORK ZONE SPEED LIMITS**

**A. Altered Speed Limits**

- No Speed Limit Reduction or Work Zone Speed Limit– All roadway types

  The existing speed limit shall not be lowered and a work zone speed limit shall not be established when there is no lane reduction or apparent hazard.

- Existing 65 or 60 mph - Multilane:
  Speed Limit Reduction to 55 mph

  55 mph Work Zone Speed Limit signs (see Art. 701.14(b) of the Standard Specifications for Road and Bridge Construction) shall be used to reduce posted speed limits from 65 or 60 mph to 55 mph in construction work zones with lane closures or crossovers as shown on the Highway Standards or as noted in the traffic control plans. For this requirement to be added to an ongoing contract, it must be approved by the District Operations Engineer. Work Zone Speed Limit signs may also be used to reduce the existing speed limit to 55 mph if engineering judgment indicates the reduced speeds are necessary (See Section C). Approval of the District Operations Engineer is required.

- Existing 65 or 60 mph - Multilane:
  Speed Limit Reduction to 45 mph When Workers are Present

  45 mph Work Zone Speed Limit signs (see Art. 701.14(b) of the Standard Specifications for Road and Bridge Construction) within the lane closure shall be used when workers are present in the closed lane adjacent to traffic and are not protected by temporary concrete barrier. This sign may be used in conjunction with other Work Zone Speed signs to drop the 55 mph Work Zone Speed Limit to 45 mph. If conditions that warrant these signs develop during construction, the signs may be added to the contract upon approval of the District Operations Engineer (See Section C). These signs shall be utilized as indicated in the Highway Standards and as noted by the designer in the traffic control plans. The signs shall be covered, turned or removed when workers are no longer present.
• Existing 45 - 55 mph – Multilane:
  Work Zone Speed Limit 45 established

  Work Zone Speed Limit signs for existing multilane 45 to 55 mph speed limits shall be as shown on the Highway Standards and as noted in the traffic control plans. The signing changes an existing 45 mph speed limit to a 45 mph work zone speed limit. A reduction in the speed limit beyond 10 mph is not recommended and design changes should be considered that will allow traffic to safely move at 45 mph.

• Existing speed limit below 45 mph for multilane and all 2-Lane roadways

  The existing speed limit should not be lowered and a work zone speed limit should not be established.

  If a justification from Section C is met and cannot be corrected in a reasonable length of time, a 10 mph reduction may be considered. This reduction shall be based on engineering judgment and shall be approved by the District Operations Engineer.

B. Increased Fines in Work Zones

The applicable highway construction or maintenance speed limit fines are specified in Section 11-605.1 of the IVC.

The work zone must be posted according to the requirements for Work Zone Speed Limit signs. For the increased fines to be enforceable, the Minimum Fine Sign and the WORK ZONE Sign must be present as shown in the applicable Highway Standards.

C. Justifications for Work Zone Speed Limit Reductions

The following may be additional reasons for reducing an existing speed limit in a work zone or for establishing a work zone speed limit in excess of 10 mph below the existing speed limit. This reduction should be based on engineering judgment, documented, and approved by the District Operations Engineer.

  • Narrow pavement lane width
  • High traffic volumes
  • Drop-offs
  • Temporary road alignment where a design for higher speed operation is not feasible due to space requirements or other factors
  • Inadequate sight distance

D. Posting of Work Zone Speed Limit Signs

Work Zone Speed Limit Signs shall be posted according to Article 701.14(b) of the Standard Specifications for Road and Bridge Construction, the applicable Highway Standards, and as shown on the design plans.
MISCELLANEOUS SPEED POLICIES

A. Blanket Speed Limit Signs

Posting of signs indicating general municipal speed limits, such as "SPEED LIMIT 25 ON VILLAGE STREETS," shall not be used on state highways. Section 11-604 of the IVC requires that speed limit signs be placed "...at the proper place or along the proper part or zone of the highway or street." The Office of Chief Counsel has determined that this requires each individual altered speed zone be signed.

B. Radar Warning Signs

SPEED RADAR TIMED, or other similar signs, shall not be used on state highways. An Illinois Attorney General's Opinion (1966-196) stated that such signs were not necessary for enforcement.

C. Aerial Speed Check Markings

Where requested by the Illinois State Police, aerial speed check markings on state highways may be placed in accordance with the guidelines contained in Section 7-401.21 of the Bureau of Operations Traffic Policies and Procedures Manual.

D. Design, Posted, and Operating Speeds

To prevent potential safety issues, the design speed selected to determine the design features of a roadway should equal or exceed the anticipated posted speed after construction as determined by the requirements of this policy. The designer should coordinate the design speed selection with the District Bureau of Operations anticipated posted speed limit selection. If the proposed design speed will be less than the anticipated posted speed, the designer must choose one of the following approaches:

- Seek a design exception
- Increase the design speed to equal the anticipated posted speed
- Post the project with a legal speed limit equal to the design speed
  (The legal speed limit shall be determined in accordance with:
   Section 625 ILCS 5/11-602 of the Illinois Vehicle Code
   Section 23 CFR 655 of the US Code of Federal Regulations
   The requirements of this policy)

The designer should avoid artificially selecting a design speed low enough to eliminate any design exceptions. For example, if IDOT criteria yield a design speed of 60 mph and one or more geometric features are adequate only for 55 mph, the design speed should be 60 mph and not 55 mph. The designer will then be required to seek design exceptions for 55 mph geometric features.

Curbed Sections

Sections with continuous barrier curbs at or near the edge of pavement should be avoided in areas where operating speeds can be expected to be greater than 45 mph. However, where a speed study justifies a speed limit of 50 mph or greater, the posted limit may be reduced to 45 mph upon the written approval of the District Operations Engineer. If the curbed section is short, such as with channelizing in conjunction with a freeway interchange, the operating speed should be used.
E. **Two-Way Left Turn Lanes**

Two-way left turn lanes should be avoided in areas where operating speeds can be expected to be greater than 45 mph. However, where a speed study justifies a speed limit of 50 mph or greater, the posted limit may be reduced to 45 mph upon the written approval of the District Operations Engineer.

F. **Park Zone Speed Limits**

Park Zone speed limits on roads under the jurisdiction of local agencies may be established on the basis of Section 11-605.3 of the IVC and part 2 of the Illinois Manual on Uniform Traffic Control Devices (IMUTCD).

Section 11-605.3 of the IVC allows local agencies to establish Park Zones and Park Zone Speed Limits by ordinance or resolution on streets and highways under their jurisdictions which abut parks. It does not allow the posting of a 20 mph Park Zone Speed Limit along streets or roads under the jurisdiction of the Illinois Department of Transportation.

A reduction in the speed limit along an abutting street under the jurisdiction of the department could be established in accordance with Section 11-602 of the IVC where warranted by a speed study. However, such a reduction in the speed limit would be signed as a normal speed limit and not as a “park zone speed.”

If requested by local agencies, districts may post Illinois Standard W15-I100 PARK ZONE signs on abutting streets and highways under the jurisdiction of the department if the local agency has established and signed a park zone. These signs may be installed regardless of whether a “park zone speed limit” has been established or not.
**Spot Speed Study**

<table>
<thead>
<tr>
<th>CHECK NO.</th>
<th>RECORDER</th>
<th>HOURS</th>
<th>WEATHER</th>
<th>SURFACE</th>
<th>FT. MI.</th>
<th>METER ON</th>
<th>TRAFFIC</th>
<th>85TH PERCENTILE</th>
<th>UPPER LIMIT 10 MPH FACE</th>
<th>POSTED LIMIT MPH</th>
<th>VIOLATION RATE</th>
</tr>
</thead>
</table>

**Above 85 MPH, List Individually:**

<table>
<thead>
<tr>
<th>MPH</th>
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<tbody>
<tr>
<td>5</td>
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<tr>
<td>10</td>
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<tr>
<td>40</td>
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<td>45</td>
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</table>

**Number of Vehicles:**

<table>
<thead>
<tr>
<th>5</th>
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<tbody>
<tr>
<td>10</td>
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<tr>
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<td>20</td>
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<td>40</td>
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<tr>
<td>45</td>
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</tbody>
</table>
## ESTABLISHMENT OF SPEED ZONE

**DISTRICT:______**

**ROUTE:_________________ FROM:______________________**

**TO:_____________________ LENGTH:__________________**

**CITY:___________________ COUNTY:_________________**

### I SPOT SPEED STUDIES (Attached)

<table>
<thead>
<tr>
<th>CHECK NO.</th>
<th>85TH %</th>
<th>UPPER LIMIT 10 MPH PACE</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

### II TEST RUNS

<table>
<thead>
<tr>
<th>RUN NO.</th>
<th>AVG. SPEED</th>
<th>DIRECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<td>2</td>
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<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### III PREVAILING SPEED

<table>
<thead>
<tr>
<th>85TH % AVG.</th>
<th>UPPER LIMIT OF 10 MPH PACE</th>
<th>TEST RUN AVE.</th>
<th>PREVAILING SPEED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

### IV EXISTING SPEED LIMIT

**ZONE BEING STUDIED:_____ MPH**

**VIOLATION RATE:______%**

**ADJACENT ZONE N or W:_____ MPH**

**LENGTH:_____________ MILES**

**ADJACENT ZONE S or E:_____ MPH**

**LENGTH:_____________ MILES**

### V ACCESS CONFLICTS

**RESIDENTIAL DRIVES:______ X 1 =______**

**SMALL BUSINESS DRIVES:______ X 5 =______**

**LARGE BUSINESS DRIVES:______ X 10 =______**

**ACCESS CONFLICT NO. TOTAL:________________**

**STUDY LENGTH:______ =______ CONFLICTS / MILE**

### VI MISC. FACTORS

**PEDESTRIAN VOLUME:______**

**HIGH-CRASH LOCATION:______ YES ____ NO**

**PARKING PERMITTED:______ YES ____ NO**

### VII PREVAILING SPEED ADJUSTMENT

**DRIVEWAY ADJUSTMENT:______ %**

**PEDESTRIAN ADJUSTMENT:______ %**

**CRASH ADJUSTMENT:______ %**

**TOTAL (MAX 20%):______ %**

**______ MPH X ______% = ______ (Prevailing Speed) (adjust.) (Max. 9 MPH)**

**ADJUSTED PREVAILING SPEED:__________**

### VIII REVISED SPEED LIMIT

**RECOMMENDED SPEED LIMIT:______ MPH**

**ANTICIPATED VIOLATION RATE:______%**

**RECOMMENDED BY:________________**

**DATE:________________**

**APPROVED BY:________________**

**DATE:________________**
CONDITION DIAGRAM
District 7
Illinois 33 River Road
First Ave to Elm Road
Frostville, Damon County
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, IL

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

RE: ESTABLISHMENT OF A SPEED ZONE IN COBBLESTONE ESTATES SUBDIVISION

ORDINANCE

WHEREAS, Section 625 5/11-604 of the Illinois Vehicle Code grants the County Board the authority to establish absolute maximum speed limits on County Highways and Township Roads, as defined in the Illinois Highway Code; and

WHEREAS, Peoria County has caused to be made an engineering and traffic investigation upon the roadways listed in the below Schedule in accordance with the policy for the establishment and posting of speed limits on County and Township roads in Peoria County; and

NOW, THEREFORE, IT IS HEREBY ORDAINED by the County Board of Peoria County, Illinois, that the reasonable and proper absolute maximum speed limit upon the below specified portion of Township Roads shall be as stated in the following Schedule in the column labeled "Proposed Speed Limit":

<table>
<thead>
<tr>
<th>ROAD</th>
<th>LOCATION</th>
<th>EXISTING SPEED LIMIT</th>
<th>PROPOSED SPEED LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashbury Court</td>
<td>Taylor Road to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>Bridgeport Way</td>
<td>Ashbury Court to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>Cobble Creek Court</td>
<td>Bridgeport Way to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
<tr>
<td>Lamplighter Lane</td>
<td>Ashbury Court to Cul De Sac</td>
<td>Unposted 30 mph</td>
<td>Posted 25 mph</td>
</tr>
</tbody>
</table>

BE IT FURTHER ORDAINED that signs giving notice of the maximum speed limit for the zone of said Township Roads described in the above Schedule shall be erected in conformance with the standards and specification contained in the Manual of Uniform Traffic Control Devices for Streets and Highways; and

BE IT FURTHER ORDAINED that the altered proposed maximum speed limit for the zone of said Township Roads described in the Schedule above shall take effect immediately after the erection of said signs giving notice of the maximum speed limit.

Respectfully Submitted,
Infrastructure Committee
ISSUE: Resolution for Joint Funding Agreement with the State of Illinois for Pulsifer Road Bridge Rehabilitation.

BACKGROUND/DISCUSSION: Structure Number 072-3132 is a 66’ long precast prestressed concrete deck beam bridge located on Pulsifer Road (C.H. R23). The structure was constructed in 1994 and has a Sufficiency Rating of 42.1. There are 175 vehicles per day that travel over the structure. The structure is structurally deficient due to deterioration of the deck beams and is in need of rehabilitation.

The bridge rehabilitation project is scheduled for the January 20, 2023 IDOT bid letting. Federal STP-Br funds account for 80% of the cost of the construction, with the remaining 20% of the cost being paid for with County Bridge Funds. Total estimated cost of Construction is $750,000 ($600,000 Federal / $150,000 County).

This Resolution allows the County to enter into an agreement with IDOT to use Federal Funding for the rehabilitation of the Pulsifer Road bridge.

This project is located in County Board District # 16 (Windish).

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution.

COMMITTEE ACTION: Approved 11/28/22 (4-0 votes) Ms. Pastucha absent

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway DATE: November 1, 2022
Addendum #1 - Location Map
P-94-007-21 / Section 20-00155-00-BR
072-3132, Pulsifer Rd., 09/28/20

SOUTH ABUTMENT

SUPERSTRUCTURE

2ND BEAM FROM WEST, SOUTH QUARTER

4TH BEAM FROM WEST, SOUTH QUARTER
Joint Funding Agreement for State-Let Construction Work

<table>
<thead>
<tr>
<th>LOCAL PUBLIC AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peoria County</td>
</tr>
<tr>
<td>County</td>
</tr>
<tr>
<td>Peoria</td>
</tr>
<tr>
<td>Section Number</td>
</tr>
<tr>
<td>20-00155-00-BR</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>ITEP, SRTS, HSIP Number(s)</th>
<th>MPO Name</th>
<th>MPO TIP Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>STP-Br</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Construction</th>
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<tbody>
<tr>
<td>State Job Number</td>
</tr>
<tr>
<td>C-94-017-22</td>
</tr>
</tbody>
</table>

- Construction on State Letting
- Construction Engineering
- Utilities
- Railroad Work

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

<table>
<thead>
<tr>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Street/Road Name</td>
</tr>
<tr>
<td>Pulsifier Road</td>
</tr>
</tbody>
</table>

- Location Termini

0.7 Mile North of ILL 8 at Tiber Creek

- Current Jurisdiction

Peoria County

- Existing Structure Number(s)

072-3132

<table>
<thead>
<tr>
<th>PROJECT DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge rehabilitation consisting of removal and replacement of existing PPC Deck beams, wearing surface, bridge rail, and guardrail.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>METHOD OF FINANCING - (State-Let Contract Work Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check One</td>
</tr>
</tbody>
</table>

- METHOD A - Lump Sum (80% of LPA Obligation )

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

- METHOD B - (State-Let Contract Work Only)

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

- METHOD C - LPA's Share $150,000 divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.
Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to the LPA on this or any other contract. The STATE at its sole option, upon notice to the LPA, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.

2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.

5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.

6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, 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 STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.

11. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from the STATE. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.

12. Certifies to the best of its knowledge and belief that it's officials:
   a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
   b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
   c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
   d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

14. That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

15. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or
modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.

17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.

2. To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

3. To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.

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

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

3. This agreement shall be binding upon the parties, their successors, and assigns.

4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.

5. In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

2. Financial Integrity Review and Evaluation (FIRE) program: LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to
the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice:** The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4. **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the LPA expends $750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. LPA’s expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (IDOT’s Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA’s fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as “Participating Construction” on Addendum 2) are not included in a LPA’s calculation of federal funds expended by the LPA for Single Audit purposes.

7. **Federal Registration:** LPA’s are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: [https://www.sam.gov/SAM/](https://www.sam.gov/SAM/)

8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT’s BoBS 2832 form available on IDOT’s web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the Accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee’s responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Granter agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: [https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx](https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx))

**ADDENDA**

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Location Map</td>
</tr>
<tr>
<td>2.</td>
<td>Division of Cost</td>
</tr>
<tr>
<td>3.</td>
<td>Resolution*</td>
</tr>
<tr>
<td>4.</td>
<td>Local Agency Resolution for Signature Authority</td>
</tr>
</tbody>
</table>

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.
The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Scott Sorrel

Title of Official

County Administrator

Signature

Date

The above signature certifies the agency's TIN number is

376001763 conducting business as a Governmental Entity.

DUNS Number 071436208

UEI EZL3KSS6S5L5

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsu Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

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

☐ Please check this box to open a fillable Resolution Form within this Addenda.
### ADDENDA NUMBER 2

<table>
<thead>
<tr>
<th>Local Public Agency</th>
<th>County</th>
<th>Section Number</th>
<th>State Job Number</th>
<th>Project Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peoria County</td>
<td>Peoria</td>
<td>20-00155-00-BR</td>
<td>C-94-017-22</td>
<td>K24E(901)</td>
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#### DIVISION OF COST

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Federal Funds</th>
<th>State Funds</th>
<th>Local Public Agency</th>
<th>Totals</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Fund Type</td>
<td>Amount</td>
<td>%</td>
<td>Fund Type</td>
</tr>
<tr>
<td>Participating Construction</td>
<td>STP-Br</td>
<td>$600,000.00</td>
<td>80%</td>
<td>Local</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$600,000.00</td>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>

If funding is not a percentage of the total, place an asterisk (*) in the space provided for the percentage and explain below:

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

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

**Joint Funding Agreement with the State of Illinois for Bridge Rehabilitation on Pulsifer Road**

**RESOLUTION**

WHEREAS, Structure Number 072-3132 on Pulsifer Road is scheduled for rehabilitation; and

WHEREAS, PEORIA COUNTY is eligible to receive a total of $600,000 in Federal funding towards the project.

NOW, THEREFORE BE IT RESOLVED, that the attached Joint Funding Agreement for State-Let Construction Work with the Illinois Department of Transportation is herby approved; and

BE IT FURTHER RESOLVED, that the County Administrator be authorized to sign the Joint Funding Agreement for State-Let Construction Work; and

BE IT FURTHER RESOLVED, that the sum of $150,000 is hereby appropriated from the County Bridge Fund for construction for the rehabilitation of Structure Number 072-3132, designated as Section Number 20-00155-00-BR; and

BE IT FURTHER RESOLVED, Peoria County will cover expenses above the Federal portion as stated in the attached Joint Funding Agreement for State-Let Construction Work for the rehabilitation of Structure Number 072-3132; and

BE IT FURTHER RESOLVED, that the County Treasurer is authorized to issue checks from the County Bridge Fund in payment of estimates for the construction.

Respectfully submitted,

Infrastructure Committee
AGENDA BRIEFING

COMMITTEE: Infrastructure
LINE ITEM: 034-2-034-5-511-54303
MEETING DATE: November 28, 2022
AMOUNT: $25,000.00

ISSUE: Reimbursement Agreement for Maxwell Road Preliminary Engineering Services with Union Pacific Railroad Company.

BACKGROUND/DISCUSSION: Structure Number 072-3072 on Maxwell Road is scheduled for rehabilitation in FY 2024. The bridge carries Maxwell Road over Union Pacific Railroad Company’s Elm Industrial Lead at Milepost 484. Even though the rail line is abandoned, Union Pacific is requiring the County to reimburse Union Pacific for any expenses incurred during the review of the plans for the bridge rehabilitation and to determine potential impacts on existing and future Railroad facilities and operations.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the agreement.

COMMITTEE ACTION: Approved 11/28/22 (4-0 votes) Ms. Pastucha absent

PREPARED BY: Jeffrey D. Gilles
DEPARTMENT: Highway
DATE: November 2, 2022
STRUCTURE NUMBER 072-3072 LOCATION MAP
STRUCTURE NUMBER 072-3072 LOCATION MAP
REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES

Effective Date:

Estimate: $25,000.00

THIS REIMBURSEMENT AGREEMENT (Agreement) is made and entered into as of the Effective Date, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (Railroad), and COUNTY OF PEORIA, ILLINOIS (Agency).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (Project).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (PE Work). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (Estimate), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.
3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (C&M Agreement) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad’s property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

COUNTY OF PEORIA, ILLINOIS

[Signature]

[Printed Name]

[Title]

UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation

[Signature]

Chris Keckeisen

[Printed Name]

[Title]

Manager I, Engineering – Public Projects
Exhibit A
Project Description and Location

Project Description

County of Peoria, IL proposes to remove and replace the existing bridge deck, parapets, approach slabs, expansion joints, bearings, beams, and concrete slope of the existing overpass over Railroad's right of way at the location referred to below.

Location

Elm Industrial Lead

<table>
<thead>
<tr>
<th>DOT</th>
<th>Crossing Type</th>
<th>Milepost</th>
<th>Street Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Public</td>
<td>484</td>
<td>Maxwell Road</td>
</tr>
</tbody>
</table>
Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel
### Exhibit C
#### Billing Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Jeff Gilles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Assistant County Engineer</td>
</tr>
<tr>
<td>Address</td>
<td>324 Main Street, Peoria, IL, 61602</td>
</tr>
<tr>
<td>Work Phone</td>
<td>(309) 697-6400 ext. 127</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jgilles@peoriacounty.org">jgilles@peoriacounty.org</a></td>
</tr>
</tbody>
</table>

**Agency Project No.**

194
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

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

**RE: REIMBURSEMENT AGREEMENT FOR MAXWELL ROAD PRELIMINARY ENGINEERING SERVICES**

WHEREAS, Structure Number 072-3072 on Maxwell Road is scheduled for rehabilitation in 2024; and

WHEREAS, Structure Number 072-3072 on Maxwell Road crosses Union Pacific Railroad Company’s Elm Industrial Line at Milepost 484; and

WHEREAS, Union Pacific Railroad Company will review the project plans for potential impacts to existing and future Railroad facilities and operations; and

WHEREAS, Union Pacific Railroad Company requires Peoria County to reimburse the Railroad for expenses incurred during the Railroad’s review of the project plans with an estimated cost of $25,000.00.

NOW, THEREFORE BE IT RESOLVED, that with the approval of the Peoria County States Attorney’s Office, the Reimbursement Agreement for Preliminary Engineering Services with the Union Pacific Railroad Company be approved, and that the County Administrator be designated as the officer to sign the agreement; and

BE IT FURTHER RESOLVED that $25,000.00 be appropriated from the County Bridge Fund for payment of invoices for the Union Pacific Railroad Company’s review of the rehabilitation plans for Structure Number 072-3072 on Maxwell Road; and

BE IT FURTHER RESOLVED that the County Treasurer be authorized to issue checks from the County Bridge Fund in payment of invoices for the Union Pacific Railroad Company’s review of the rehabilitation plans for Structure Number 072-3072 on Maxwell Road.

RESPECTFULLY SUBMITTED,

INFRASTRUCTURE COMMITTEE
AGENDA BRIEFING

COMMITTEE: Infrastructure  LINE ITEM: 034-2-034-5-514-54303
MEETING DATE: November 28, 2022  AMOUNT: $100,000.00

ISSUE: Resolution for Construction Engineering Services Agreement for replacement of Structure Number 072-4804 on Dickison Lane with Millennia Professional Services.

BACKGROUND/DISCUSSION:
Structure Number 072-4804 is located on Dickison Lane (T.R. 89), approximately ¼ mile west of Old Galena Road. The bridge is a 34’ long, one lane bridge constructed with a timber deck, steel beams, and timber support piles under the jurisdiction of Medina Road District. The bridge was originally constructed in 1939 and reconstructed in 1970. The bridge has a posted weight limit of 15 tons and has a Sufficiency Rating of 35.7. The structure is structurally deficient and is in need of replacement. The bridge currently serves 25 vehicles per day and is the only access to 5 parcels of property west of the bridge due to Dickison Lane being a Dead-End road. Two (2) homes and a large cattle operation are located west of the bridge and can only be accessed by the bridge. A bid letting for construction of the project was held on October 11, 2022 and Stark Excavating was awarded the contract with the low bid of $739,762.93.

Due to staffing levels at the Highway Department, a construction engineering agreement with Millennia Professional Service is needed to have proper oversight of the project to ensure the project is being constructed in compliance with IDOT regulations. The cost of the agreement will be split evenly between Peoria County and Medina Road District, per the Intergovernmental Agreement for the project.

This resolution will allow Peoria County to enter into a Construction Engineering Services Agreement with Millennia Professional Services to Perform Phase III construction engineering for the project.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution.

COMMITTEE ACTION: Approved 11/28/22 (4-0 votes) Ms. Pastucha absent

PREPARED BY: Jeffrey D. Gilles
DEPARTMENT: Highway  DATE: November 14, 2022
DICKISON LANE BRIDGE LOCATION MAP
072-4804 Dickinson Road 9/21/22

Road Looking West

SE Corner Of Deck

South Edge Of Deck Over Stream

Stream Looking South
Damaged Deck Boards Over Stream

2nd Beam From North Center Of Span

2nd Beam From North Over East Abutment

2nd Beam From South Over East Abutment
Local Public Agency Engineering Services Agreement

Using Federal Funds? □ Yes □ No

 Agreement For: MFT CE  Agreement Type: Original

<table>
<thead>
<tr>
<th>Local Public Agency</th>
<th>County</th>
<th>Section Number</th>
<th>Job Number</th>
</tr>
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<tr>
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<table>
<thead>
<tr>
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<tr>
<td></td>
<td>Jeff Gilles</td>
<td>(309) 697-6400</td>
<td><a href="mailto:jgilles@peoriacounty.org">jgilles@peoriacounty.org</a></td>
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SECTION PROVISIONS

<table>
<thead>
<tr>
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<th>Key Route</th>
<th>Length</th>
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<tr>
<td>Dickison Lane</td>
<td>TR 89</td>
<td>0.125 Miles</td>
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Location Termini:
200 feet east and west of existing structure

PROJECT DESCRIPTION

Replace the bridge (Existing SN# 072-4804) carrying TR 89 (Dickison Lane) over Dickison Run, located approximately 0.5 miles west of Old Galena Road.

ENGINEERING FUNDING

MFT/TBP □ State □ Other

Anticipated Construction Funding

Federal □ MFT/TBP □ State □ Other

AGREEMENT FOR

□ Phase III - Construction Engineering

CONSULTANT

<table>
<thead>
<tr>
<th>Consultant (Firm) Name</th>
<th>Contact Name</th>
<th>Phone Number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Millennia Professional Services</td>
<td>Steve Dietz</td>
<td>(309) 321-8141</td>
<td><a href="mailto:sdietz@millennia.pro">sdietz@millennia.pro</a></td>
</tr>
</tbody>
</table>

Address: 850 N. Main St.  City: Morton  State: IL  Zip Code: 61550

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 Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities

Completed 11/14/22

Page 1 of 10  

BLR 05530 (Rev. 08/05/21)
AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part 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)

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 that are 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. The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee in Responsible Charge, no more than once a month for partial payments 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 be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

9. 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.

10. That 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
205

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

☒ 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 origin 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 Federal Highways Administration (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. 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 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 notify 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 not 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 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 indicated 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.

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.

8. 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 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.

9. 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 grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:
   (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. 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).

11. For Construction Engineering Contracts:
    (a) That all services are to be furnished as required by construction progress and as determined by the LPA employees 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 difference 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 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>
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<th>AGREEMENT SUMMARY</th>
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</thead>
<tbody>
<tr>
<td>Prime Consultant</td>
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<td>TIN/FEIN/SS Number</td>
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<tr>
<td>Millennia Professional Services</td>
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Subconsultant Total: $0.00
Prime Consultant Total: $100,000.00
Total for all work: $100,000.00

Add Subconsultant
## AGREEMENT SIGNATURES

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<th>Local Public Agency Type</th>
<th>Name of Local Public Agency</th>
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<tbody>
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<td>The</td>
<td>County</td>
<td>of Peoria</td>
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**Attest:**

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<th>By (Signature &amp; Date)</th>
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(SEAL)

## Executed by the ENGINEER:

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**Attest:**

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<th>By (Signature &amp; Date)</th>
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<table>
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<tbody>
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<tr>
<th>Title</th>
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<tbody>
<tr>
<td>Executive Vice President</td>
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## APPROVED:

<table>
<thead>
<tr>
<th>Regional Engineer, Department of Transportation (Signature &amp; Date)</th>
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**Completed 11/14/22**
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.

Provide a Resident Construction Supervisor, inspectors, and other technical personnel to perform the following work:

A. Continuous Observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the Engineer does not guarantee the performance of the contract by the contractor.

B. Maintain all project documentation through the use of the Appia Construction Management program.

C. Provide as-built drawings.

D. Ensure and document that all materials are from approved sources and meet the requirements outlined in the plans and specification.
EXHIBIT B
PROJECT SCHEDULE

The Project was locally let on 10/11/22. The project is being recommended for award. A preconstruction meeting has not been scheduled at this time. It is anticipated that the contractor will start construction in March of 2023. This is a 50 Working Day contract. It is anticipated that the contractor should be complete with construction by the end of July 2023. Additional time will be needed for the Engineer to finalize all project documentation and submit to the County for review.
### Exhibit C
**Direct Costs Check Sheet**

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>
<th>Contract Rate</th>
<th>Total</th>
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<td>Actual cost (Up to state rate maximum)</td>
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<tr>
<td>Lodging Taxes and Fees (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>Vehicle Owned or Leased</td>
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<td>$65.00</td>
<td>$6,890.00</td>
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<tr>
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<td></td>
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<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td>50</td>
<td>$20.00</td>
<td>$1,000.00</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>
<td></td>
<td></td>
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<tr>
<td>Copies of Deliverables/Mylars (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Copies of Deliverables/Mylars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
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<tr>
<td>Project Specific Insurance</td>
<td>Actual Cost</td>
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<tr>
<td>Monuments (Permanent)</td>
<td>Actual Cost</td>
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<td></td>
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<tr>
<td>Photo Processing</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Recording Fees</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm Sewer Cleaning and Televising</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility Exploratory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Testing of Soil Samples</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lab Services</td>
<td>Actual Cost (Provide breakdown of each cost)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment and/or Specialized Equipment Rental</td>
<td>Actual Cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Direct Costs**: $7,902.50

Completed 11/14/22
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></th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td></td>
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<tr>
<td>4</td>
<td></td>
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<td>5</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Project Criteria

<table>
<thead>
<tr>
<th></th>
<th>Weighting</th>
</tr>
</thead>
</table>

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).
# PAYROLL ESCALATION TABLE

<table>
<thead>
<tr>
<th>CONTRACT TERM</th>
<th>MONTHS</th>
<th>OVERHEAD RATE</th>
<th>COMPLEXITY FACTOR</th>
<th>% OF RAISE</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td></td>
<td>144.42%</td>
<td>0</td>
<td>2.00%</td>
</tr>
</tbody>
</table>

| END DATE      | 12/31/2023 |

## ESCALATION PER YEAR

<table>
<thead>
<tr>
<th>Year</th>
<th>First Date</th>
<th>Last Date</th>
<th>Months</th>
<th>% of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>12/1/2022</td>
<td>2/1/2023</td>
<td>2</td>
<td>15.38%</td>
</tr>
<tr>
<td>1</td>
<td>2/2/2023</td>
<td>1/1/2024</td>
<td>11</td>
<td>86.31%</td>
</tr>
</tbody>
</table>

The total escalation = 1.69%
MAXIMUM PAYROLL RATE | 78.00
iscalation Factor | 1.69%

PAYROLL RATES
Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>IDOT PAYROLL RATES ON FILE</th>
<th>CALCULATED RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Project Manager</td>
<td>$70.03</td>
<td>$71.22</td>
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<tr>
<td>Project Manager</td>
<td>$49.01</td>
<td>$49.84</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$45.40</td>
<td>$46.17</td>
</tr>
<tr>
<td>Technician VI</td>
<td>$50.00</td>
<td>$50.86</td>
</tr>
<tr>
<td>Technician V</td>
<td>$42.43</td>
<td>$43.15</td>
</tr>
<tr>
<td>Technician IV</td>
<td>$38.73</td>
<td>$39.39</td>
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<tr>
<td>Technician III</td>
<td>$31.51</td>
<td>$32.04</td>
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<tr>
<td>Technician II</td>
<td>$25.80</td>
<td>$26.24</td>
</tr>
<tr>
<td>Technician I</td>
<td>$20.23</td>
<td>$20.57</td>
</tr>
<tr>
<td>Engineer III</td>
<td>$35.68</td>
<td>$36.28</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$36.20</td>
<td>$36.81</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$28.44</td>
<td>$28.92</td>
</tr>
<tr>
<td>TASK</td>
<td>STAFF HOURS</td>
<td>PAYROLL</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-------------</td>
<td>---------</td>
</tr>
<tr>
<td>Project Management</td>
<td>40</td>
<td>2,849</td>
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<tr>
<td>Construction Inspection</td>
<td>858</td>
<td>30,349</td>
</tr>
<tr>
<td>Subconsultant DL</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>898</strong></td>
<td><strong>33,198</strong></td>
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</tbody>
</table>
# AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

<table>
<thead>
<tr>
<th>PAYROLL CLASSIFICATION</th>
<th>AVG HOURLY RATES</th>
<th>TOTAL PROJ. RATES</th>
<th>Project Management</th>
<th>Construction Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hours</td>
<td>% Part.</td>
<td>Wgted Avg</td>
<td>Hours</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>71.22</td>
<td>40.0</td>
<td>3.17</td>
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</tr>
<tr>
<td>Project Manager</td>
<td>46.84</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Engineer</td>
<td>46.17</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician VI</td>
<td>50.85</td>
<td>12.0</td>
<td>1.34%</td>
<td>0.68</td>
</tr>
<tr>
<td>Technician V</td>
<td>43.15</td>
<td>446.0</td>
<td>49.67%</td>
<td>21.43</td>
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<tr>
<td>Technician IV</td>
<td>39.39</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician III</td>
<td>32.04</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician II</td>
<td>26.24</td>
<td>400.0</td>
<td>44.54%</td>
<td>11.69</td>
</tr>
<tr>
<td>Technician I</td>
<td>20.57</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer III</td>
<td>36.28</td>
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<td>Engineer II</td>
<td>36.81</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer I</td>
<td>28.92</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTALS</td>
<td>898.0</td>
<td>100%</td>
<td>$36.97</td>
<td>40.0</td>
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</table>

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Printed 11/4/2022 3:47 PM
Page 1 of 1

BLR 05514 (Rev. 04/30/21)
Avg Hourly 1
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, IL

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

RE: DICKISON LANE CONSTRUCTION ENGINEERING SERVICES AGREEMENT RESOLUTION

RESOLUTION

WHEREAS, your Infrastructure Committee, having considered the economic effects of the following project, believes that the best interests of Peoria County will be served by the approval of a Construction Engineering Services Agreement using the County Bridge Fund for:

Construction engineering for structure replacement on Dickison Lane, designated as Section 20-11001-77-BR, at a cost not to exceed $100,000.00 with Millennia Professional Services.

NOW THEREFORE BE IT RESOLVED, that the engineering agreement be approved and that the County Administrator be designated as the officer to sign the agreement with Millennia Professional Services for construction engineering of the structure replacement on Dickison Lane, designated as Section 20-11001-77-BR; and

BE IT FURTHER RESOLVED, that $100,000.00 be appropriated from the County Bridge Fund for construction engineering of Section Number 20-11001-77-BR; and

BE IT FURTHER RESOLVED, that the County Treasurer is hereby authorized to issue checks from the County Bridge Fund in payment for construction engineering services for Section 20-11001-77-BR.

Respectfully Submitted,

Infrastructure Committee
ISSUE: Resolution for Construction Engineering Services Agreement for reconstruction of Old Galena Road with Millennia Professional Services.

BACKGROUND/DISCUSSION: Old Galena Road (C.H. R60) between IL Route 29 and Boy Scout Road consists of a 4-lane urban cross section with concrete pavement. This section of road serves Mossville Elementary School, Caterpillar, FC Peoria-Midwest Sports Complex, and Midwest Fiber. There are also several business north and south of this section of road. The existing concrete pavement is in poor condition and in need of replacement. In 2015, the intersection of Old Galena Road and State Street was reconstructed with a roundabout intersection. In 2018, Old Galena Road was reconstructed from Cedar Hills Drive to Boy Scout Road. This section of roadway will complete the reconstruction of Old Galena Road from Cedar Hills Drive to IL Route 29 and is scheduled for letting on January 20, 2023.

Due to staffing levels at the Highway Department, a construction engineering agreement with Millennia Professional Service is needed to have proper oversight of the project to ensure the project is being constructed in compliance with IDOT regulations.

This resolution will allow Peoria County to enter into a Construction Engineering Services Agreement with Millennia Professional Services to Perform Phase III construction engineering for the project and appropriate funds from the Motor Fuel Tax Fund.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution.

COMMITTEE ACTION: Approved 11/28/22 (4-0 votes) Ms. Pastucha absent

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: November 14, 2022
Old Galena Road

Looking East Towards IL Route 29

Looking North at Mossville Elementary School

Looking North at Mossville Elementary School

Looking North near Boy Scout Road
Local Public Agency Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No

Agreement For MFT CE
Agreement Type Original

Local Public Agency
Peoria County

Section Number 16-00058-10-PV
Job Number C-94-022-22

Project Number Contact Name Phone Number Email
E750(768) Jeff Gilles (309) 697-6400 jgilles@peoriacounty.org

SECTION PROVISIONS

Local Street/Road Name Key Route Length Structure Number
Old Galena Road FAS 384 FAS 1387A 0.931 Miles

Location Terminii
IL Rte 29 to E. Neal Lane Add Location Remove Location

Project Description
Reconstruction of Old Galena Road including installation of traffic signals at Engine Drive. Work includes earthwork, pavement removal, PCC pavement, curb and gutter, storm sewer, traffic signals, pavement markings, erosion control, and all collateral work.

Engineering Funding ☒ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding ☒ Federal ☐ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR
☒ Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name Contact Name Phone Number Email
Millennia Professional Services Steve Dietz (309) 321-8141 sdietz@millennia.pro

Address City State Zip Code
850 N. Main St. Morton IL 61550

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

Completed 11/14/22
AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part 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)

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 employes 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 that are 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. 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, The ENGINEER shall submit all 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 be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

9. 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.

10. That 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
- [x] Cost plus Fixed Fee: Fixed

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 Federal Highways Administration (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. 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 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 therefrom. 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 not 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;
   (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.

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.

8. 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 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.

9. 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 grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:
   (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. 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).

11. 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 decision 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 employed on such work at the expense of the LPA.

(e) Inspection of all materials when inspection is not provided 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.

---

### AGREEMENT SUMMARY

<table>
<thead>
<tr>
<th>Prime Consultant</th>
<th>TIN/FEIN/SS Number</th>
<th>Agreement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Millennia Professional Services</td>
<td>20-0886076</td>
<td>$570,000.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Subconsultants</th>
<th>TIN/FEIN/SS Number</th>
<th>Agreement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Subcontract Total</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Prime Consultant Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$570,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Total for all work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$570,000.00</td>
</tr>
</tbody>
</table>

Add Subconsultant
### AGREEMENT SIGNATURES

**Executed by the LPA:**

Local Public Agency Type: [Name of Local Public Agency]

Attest: The County of Peoria

By (Signature & Date)

<table>
<thead>
<tr>
<th>Name of Local Public Agency</th>
<th>Local Public Agency Type</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peoria</td>
<td>County</td>
<td>Clerk</td>
</tr>
</tbody>
</table>

(SEAL)

**Executed by the ENGINEER:**

Consultant (Firm) Name: Millennia Professional Services

Attest:

By (Signature & Date)

<table>
<thead>
<tr>
<th>Title</th>
<th>Signature Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Controller</td>
<td>11/14/22</td>
</tr>
<tr>
<td>Executive Vice President</td>
<td>11/14/22</td>
</tr>
</tbody>
</table>

**APPROVED:**

Regional Engineer, Department of Transportation (Signature & Date)

**Completed 11/14/22**
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

Provide a Resident Construction Supervisor, inspectors, and other technical personnel to perform the following work:

A. Continuous Observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the Engineer does not guarantee the performance of the contract by the contractor.

B. Maintain all project documentation through the use of IDOT's CMMS system.

C. Provide as-built drawings.

D. Ensure and document that all materials are from approved sources and meet the requirements outlined in the plans and specification.
### EXHIBIT B
### PROJECT SCHEDULE

The Project is scheduled for the January 2023 IDOT Letting. It is anticipated that the contractor will start construction in March of 2023. This is a 110 Working Day contract. It is anticipated that the contractor should be complete with construction by the end of 2023. Additional time will be needed for the Engineer to finalize all project documentation and submit to IDOT for review.
### Exhibit C
#### Direct Costs Check Sheet

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>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td></td>
</tr>
<tr>
<td>Lodging Taxes and Fees (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Actual Cost</td>
<td></td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks’ notice, with prior IDOT approval</td>
<td></td>
</tr>
<tr>
<td><strong>Vehicle Mileage</strong> (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>$40.63</td>
</tr>
<tr>
<td>× Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
<td>$35,100.00</td>
</tr>
<tr>
<td>× Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
<td></td>
</tr>
<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td></td>
</tr>
<tr>
<td><strong>Overtime</strong></td>
<td>Premium portion (Submit supporting documentation)</td>
<td>$12,040.00</td>
</tr>
<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm’s policy)</td>
<td></td>
</tr>
<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
</tr>
<tr>
<td>Project Specific Insurance</td>
<td>Actual Cost</td>
<td></td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual Cost</td>
<td></td>
</tr>
<tr>
<td>Photo Processing</td>
<td>Actual Cost</td>
<td></td>
</tr>
<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual Cost</td>
<td></td>
</tr>
<tr>
<td><strong>Telephone Usage</strong> (Traffic System Monitoring Only)</td>
<td>Actual Cost</td>
<td></td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td></td>
</tr>
<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
</tr>
<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
</tr>
<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
</tr>
<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual Cost</td>
<td></td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual Cost</td>
<td></td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual Cost</td>
<td></td>
</tr>
<tr>
<td>Storm Sewer Cleaning and Televising</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
</tr>
<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
</tr>
<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
</tr>
<tr>
<td>Utility Exploratory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
</tr>
<tr>
<td>Testing of Soil Samples</td>
<td>Actual Cost</td>
<td></td>
</tr>
<tr>
<td>Lab Services</td>
<td>Actual Cost (Provide breakdown of each cost)</td>
<td></td>
</tr>
<tr>
<td>Equipment and/or Specialized Equipment Rental</td>
<td>Actual Cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
</tr>
</tbody>
</table>

Total Direct Costs: $47,180.63
## 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>Question</th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<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>
<td></td>
<td></td>
</tr>
<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>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Was the scope of services for this project clearly defined?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Was public notice given for this project?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Do the written QBS policies and procedures cover conflicts of interest?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Do the written QBS policies and procedures discuss the methods of evaluation?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Add

<table>
<thead>
<tr>
<th>No.</th>
<th>Question</th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Do the written QBS policies and procedures discuss the method of selection?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Selection committee (titles) for this project

Top three consultants ranked for this project in order

1
2
3

<table>
<thead>
<tr>
<th>No.</th>
<th>Question</th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Were negotiations for this project performed in accordance with federal requirements.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Were acceptable costs for this project verified?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>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?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>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)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>QBS according to State requirements used?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Existing relationship used in lieu of QBS process?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>LPA is a home rule community (Exempt from QBS).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**PAYROLL ESCALATION TABLE**

<table>
<thead>
<tr>
<th>CONTRACT TERM</th>
<th>13</th>
<th>MONTHS</th>
<th>OVERHEAD RATE</th>
<th>144.42%</th>
</tr>
</thead>
<tbody>
<tr>
<td>START DATE</td>
<td>2/15/2023</td>
<td>RAISE DATE</td>
<td>2/1/2023</td>
<td>COMPLEXITY FACTOR</td>
</tr>
<tr>
<td>END DATE</td>
<td>3/14/2024</td>
<td></td>
<td></td>
<td>% OF RAISE</td>
</tr>
</tbody>
</table>

**ESCALATION PER YEAR**

<table>
<thead>
<tr>
<th>Year</th>
<th>First Date</th>
<th>Last Date</th>
<th>Months</th>
<th>% of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>2/15/2023</td>
<td>2/1/2023</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>1</td>
<td>2/2/2023</td>
<td>2/1/2024</td>
<td>12</td>
<td>94.15%</td>
</tr>
<tr>
<td>2</td>
<td>2/2/2024</td>
<td>3/1/2024</td>
<td>1</td>
<td>8.00%</td>
</tr>
</tbody>
</table>

The total escalation = 2.16%
### PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>IDOT PAYROLL RATES ON FILE</th>
<th>CALCULATED RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Project Manager</td>
<td>$70.03</td>
<td>$71.54</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$49.01</td>
<td>$50.07</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$45.40</td>
<td>$46.38</td>
</tr>
<tr>
<td>Technician VI</td>
<td>$50.00</td>
<td>$51.08</td>
</tr>
<tr>
<td>Technician V</td>
<td>$42.43</td>
<td>$43.35</td>
</tr>
<tr>
<td>Technician IV</td>
<td>$38.73</td>
<td>$39.57</td>
</tr>
<tr>
<td>Technician III</td>
<td>$31.51</td>
<td>$32.19</td>
</tr>
<tr>
<td>Technician II</td>
<td>$25.80</td>
<td>$26.36</td>
</tr>
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<td>Technician I</td>
<td>$20.23</td>
<td>$20.67</td>
</tr>
<tr>
<td>Engineer III</td>
<td>$35.68</td>
<td>$36.45</td>
</tr>
<tr>
<td>Engineer II</td>
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<td>$30.98</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$28.44</td>
<td>$29.05</td>
</tr>
</tbody>
</table>
## COST ESTIMATE WORKSHEET

**Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise**

**OVERHEAD RATE** 144.42%

**COMPLEXITY FACTOR** 0

<table>
<thead>
<tr>
<th>TASK</th>
<th>STAFF HOURS</th>
<th>PAYROLL</th>
<th>OVERHEAD &amp; FRINGE BENEFITS</th>
<th>DIRECT COSTS</th>
<th>FIXED FEE</th>
<th>SERVICES BY OTHERS</th>
<th>TOTAL</th>
<th>% OF GRAND TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>60</td>
<td>4,292</td>
<td>6,199</td>
<td>1,417</td>
<td></td>
<td></td>
<td>11,908</td>
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<tr>
<td>Construction Inspection</td>
<td>5192</td>
<td>184,165</td>
<td>265,971</td>
<td>47,181</td>
<td>60,775</td>
<td></td>
<td>558,092</td>
<td>97.91%</td>
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<tr>
<td>Subconsultant DL</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTALS</td>
<td>5252</td>
<td>188,457</td>
<td>272,170</td>
<td>47,181</td>
<td>62,192</td>
<td></td>
<td>570,092</td>
<td>100.00%</td>
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</tbody>
</table>
### AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

<table>
<thead>
<tr>
<th>PAYROLL CLASSIFICATION</th>
<th>AVG HOURLY RATES</th>
<th>TOTAL PROJ. RATES</th>
<th>Project Management</th>
<th>Construction Inspection</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Hours</td>
<td>% Part.</td>
<td>Wgted Avg</td>
<td>Hours</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>60.0</td>
<td>1.14%</td>
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<td>Project Manager</td>
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<td>6.47%</td>
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<td>340</td>
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<td>Technician VI</td>
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<td>Technician V</td>
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<tr>
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<td></td>
</tr>
<tr>
<td>Technician III</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician II</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician I</td>
<td>1,452.0</td>
<td>27.65%</td>
<td>5.71</td>
<td>1,452</td>
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<td>Engineer III</td>
<td>1,460.0</td>
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<td>1,460</td>
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<tr>
<td>Engineer II</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer I</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS**

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>% Part.</th>
<th>Wgted Avg</th>
<th>Hours</th>
<th>% Part.</th>
<th>Wgted Avg</th>
<th>Hours</th>
<th>% Part.</th>
<th>Wgted Avg</th>
<th>Hours</th>
<th>% Part.</th>
<th>Wgted Avg</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>$35.88</td>
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<td>100.00%</td>
<td>$35.47</td>
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<td>0%</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Printed 11/4/2022 3:20 PM

BLR 05514 (Rev. 04/30/21)
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>Old Galena Road (C.H. R60)</td>
<td>0.32</td>
<td>FAS 0384</td>
<td>0.10</td>
<td>0.42</td>
</tr>
<tr>
<td>Old Galena Road (C.H. R60)</td>
<td>0.51</td>
<td>FAS 1387A</td>
<td>6.00</td>
<td>6.51</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 Construction Engineering for the reconstruction of Old Galena Road from Neal Lane (Boy Scout Road) to Dickinson Lane, and from State Street to IL 29.

2. That there is hereby appropriated the sum of five hundred seventy thousand and 00/100 dollars ($570,000.00) 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 the County of Peoria at a meeting held on December 08, 2022.

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

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date

Department of Transportation
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 a description of the major items of work of the proposed improvement.

1

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

Seal
The Clerk shall seal the document here.
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, IL

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

RE: OLD GALENA ROAD CONSTRUCTION ENGINEERING SERVICES AGREEMENT RESOLUTION

RESOLUTION

WHEREAS, your Infrastructure Committee, having considered the economic effects of the following project, believes that the best interests of Peoria County will be served by the approval of a Construction Engineering Services Agreement using the County Motor Fuel Tax Fund for:

Construction engineering for reconstruction of Old Galena Road, designated as Section 16-00058-10-PV, at a cost not to exceed $570,000.00 with Millennia Professional Services.

NOW THEREFORE BE IT RESOLVED, that the engineering agreement be approved and that the County Administrator be designated as the officer to sign the agreement with Millennia Professional Services for construction engineering for the reconstruction of Old Galena Road, designated as Section 16-00058-10-PV; and

BE IT FURTHER RESOLVED, that $570,000.00 be appropriated from the County Motor Fuel Tax Fund for construction engineering of Section Number 16-00058-10-PV; and

BE IT FURTHER RESOLVED, that the County Treasurer is hereby authorized to issue checks from the County Motor Fuel Tax Fund in payment for construction engineering services for Section 16-00058-10-PV.

Respectfully Submitted,

Infrastructure Committee
Building & Property Maintenance Code Board of Appeals - Alternate  
(Length of Term: 5 years)  
Ciaron Graham  
327 E. Morningside Dr.  
Peoria, IL  61614  
Expanding: 12/1/2027

Emergency Telephone System Board  
(Length of Term: 4 years)  
Jeremy Cooper  
1219 E. Hallow Hallock Rd.  
Chillicothe, IL  61523  
Expanding: 2/28/27
Board of Health  
(Length of Term: 3 years)  
Betty Duncan  
1521 N.E. Madison  
Peoria IL 61603  
Expiring: 1/31/2023

Landfill Committee Joint City/County  
(Length of Term: 2 years)  
Lester Bergsten  
2724 W. Reservoir  
Peoria IL 61615  
Expiring: 12/31/2022

Rick Fox  
15215 N. Ivy Lake Road  
Chillicothe IL 61523  
Expiring: 12/31/2024

Sharon Williams  
1203 S. Alder  
Peoria IL 61605  
Expiring: 12/31/2022

Stephen Morris  
4205 N. Golfcrest Lane  
Peoria IL 61614  
Expiring: 12/31/2022

Local FEMA Board  
(Length of Term: Annually)  
Kathi Urban  
324 Main Street, Room 301  
Peoria IL 61602-2332  
Expiring: 1/31/2023
AGENDA BRIEFING

COMMITTEE: Land Use
MEETING DATE: November 28, 2022
LINE ITEM: N/A
AMOUNT: N/A

ISSUE: Case #ZBA-2022-0046, a Text Amendment to amend Chapter 20, Article 5, Sections 5.1 (“A-1” Agricultural Preservation District), 5.2 (“A-2” Agricultural District), 5.3 (“R-R” Rural Residential District), 5.4 (“R-1” Low Density Residential District), 5.5 (“R-2” Medium Density Residential District), 5.6 (R-3” High Density Residential District), 5.7 (“C-1” Neighborhood Commercial District), 5.8 (”C-2” General Commercial District”), 5.9 (”C-3” Regional Commercial District”), 5.10 (”I-1” Light Industrial District”), and 5.11 (”I-2” Heavy Industrial District”); Article 7, Section 7.7 Table 7-3 (“Parking Requirements”); and Article 11, Section 11.1 ("Definitions") of the Peoria County Code.

BACKGROUND/DISCUSSION:
The proposed text amendment provides clarification to a series of existing definitions and uses in the Unified Development Ordinance. The proposed text amendment breaks down these existing uses and establishes separate, individual definitions and/or classifications.

The Unified Development Ordinance has existing, separate use classifications for public and private recreational areas or facilities. However, only a single definition for recreational area or facility exists. The proposed amendment creates separate definitions based on public and private operations, while also providing for more consistent language in the way these use classifications are listed in Article 5.

Newly created definitions and use classifications for “Event Centers”, “Health Club or Fitness Center” and “Indoor Shooting Ranges” have been created, which will allow for clear zoning determinations for such use types instead of interpreting where they may fit within other uses. Accordingly, suggested parking requirements have been included in Article 7.

COUNTY BOARD GOALS:
- Effective Service Delivery

STAFF RECOMMENDATION: Approval

ZBA RECOMMENDATION: Approval (7-0)
COMMITTEE ACTION: Approved (6-0)

PREPARED BY: Andrew Braun, Assistant Director
DEPARTMENT: Planning & Zoning
DATE: November 10, 2022
Sec. 5.1 “A-1” Agricultural Preservation District

5.1.2 Permitted Uses

3. Recreational Uses.

   a. Public parks, forest preserves and public recreational areas or facilities, provided that any parking lots are landscaped in accordance with Section 7.6 (“Landscaping and Bufferyards”).
Sec. 5.2 “A-2” Agricultural District

5.2.1 Permitted Uses

4. Recreational Uses.

   a. Public parks, forest preserves and public recreational areas or facilities, provided that any parking lots are landscaped in accordance with Section 7.6 (“Landscaping and Bufferyards”).

5.2.2 Special Uses

2. Commercial Uses.

   i. Event Centers.

3. Recreational Uses.

   e. Private recreational areas or facilities, private, provided that any parking lots are landscaped in accordance with Section 7.6 (“Landscaping and Bufferyards”);
Sec. 5.3 “R-R” Rural Residential District

5.3.1 Permitted Uses

3. Recreational Uses.
   a. Public parks, forest preserves and public recreational areas or facilities, provided that any parking lots are landscaped in accordance with Section 7.6 (“Landscaping and Bufferyards”).

5.3.2 Special Uses

3. Recreational Uses.
   b. Private recreational areas or facilities, private, provided that any parking lots are landscaped in accordance with Section 7.6 (“Landscaping and Bufferyards”).
Sec. 5.4 “R-1” Low Density Residential District

5.4.1 Permitted Uses

3. Recreational Uses.

   a. Public parks, forest preserves and public recreational areas or facilities, provided that any parking lots are landscaped in accordance with Section 7.6 (“Landscaping and Buffeyards”).

5.4.2 Special Uses

3. Recreational Uses.

   b. Private recreational areas or facilities, private, provided that any parking lots are landscaped in accordance with Section 7.6 (“Landscaping and Buffeyards”).
Sec. 5.5 “R-2” Medium Density Residential District

5.5.1 Permitted Uses

3. Recreational Uses.

   a. Public parks, forest preserves and public recreational areas or facilities, provided that any parking lots are landscaped in accordance with Section 7.6 (“Landscaping and Bufferyards”).

5.5.2 Special Uses

3. Recreational Uses.

   b. Private recreational areas or facilities, private, provided that any parking lots are landscaped in accordance with Section 7.6 (“Landscaping and Bufferyards”).
Sec. 5.6 “R-3” High Density, Multifamily Residential District

5.6.1 Permitted Uses

4. Recreational Uses.

   a. Public parks and public recreational areas or facilities, provided that any parking lots are landscaped in accordance with Section 7.6 (“Landscaping and Bufferyards”).

5.6.2 Special Uses

3. Recreational Uses.

   c. Private recreational areas or facilities, private, provided that any parking lots are landscaped in accordance with Section 7.6 (“Landscaping and Bufferyards”).
Sec. 5.7 "C-1" Neighborhood Commercial District

5.7.1 Permitted Uses

3. Commercial/Office Uses.
   r. Event Centers, not exceeding a floor area of five thousand (5,000) square feet.

4. Recreational Uses.
   a. Public parks, playgrounds and public recreational areas or facilities, less than four (4) acres in area.

5.7.2 Special Uses

2. Commercial/Office Uses.
   p. Event Centers, exceeding a floor area of five thousand (5,000) square feet.

3. Recreational Uses.
   b. Public parks, playgrounds and public recreational areas or facilities, more than four (4) acres in area;

   c. Private recreational areas or facilities, private, provided that any parking lots are landscaped in accordance with Section 7.6 ("Landscaping and Bufferyards").
Sec. 5.8 “C-2” General Commercial District

5.8.1 Permitted Uses

2. Commercial/Office Uses.

   ff. Event Centers, not exceeding a floor area of five thousand (5,000) square feet.

5.8.2 Special Uses


   bb. Event Centers, exceeding a floor area of five thousand (5,000) square feet.

2. Recreational Uses.

   b. Public parks and public recreational areas or facilities;

   e. Private recreational areas or facilities, private, provided that any parking lots are landscaped in accordance with Section 7.6 (“Landscaping and Bufferyards”).
Sec. 5.9 “C-3” Regional Commercial District

5.9.2 Special Uses

2. Recreational Uses.

   b. Public parks and public recreational areas or facilities;

   e. Private recreational areas or facilities, provided that any parking lots are landscaped in accordance with Section 7.6 ("Landscaping and Bufferyards").
Sec. 5.10 “I-1” Light Industrial District

5.10.2 Special Uses

2. Commercial/Office Uses.
   
   cc. Indoor Shooting Range.

4. Recreational Uses.

   a. Public parks and public recreational areas or facilities;
Sec. 5.11 “I-2” Heavy Industrial District

5.11.2 Special Uses

4. Recreational Uses.

   a. Public parks and public recreational areas or facilities;
### Section 7.7 Table 7-3 Parking Requirements

| Event Centers                  | 1 per 100 sq. ft. of event space |
|indr Indoor Shooting Range     | 1 per shooting stall plus 1 per employee per shift |
20-11.1 Definitions

**Event Centers:** An establishment intended to be rented by an individual or group(s) for private functions or events, including those operated primarily for commercial purposes. Such use includes, but is not limited to: banquets, weddings, conferences, business meetings, or other similar events. Event centers shall not include Overnight Accommodations on the parcel.

**Health Club or Fitness Center:** A privately owned building or enclosed structure providing facilities and services for physical or aquatic fitness. Such buildings may include, but are not limited to: facilities for aerobic exercises, running and jogging, exercise equipment, and game courts.

**Indoor Shooting Range:** A facility designed or used for the safe shooting of firearms and archery equipment at targets, and which is completely enclosed within a building or structure.

**Private Recreational Area or Facility:** A building, auditorium, stadium, outdoor amphitheater, open or enclosed structure, outdoor field or playground that contains recreational space and is operated as a business or by a private entity. Such establishments may include, but are not limited to, tennis courts, swimming pools, bowling alleys, gymnasiums, and other similar facilities.

**Public Recreational Area or Facility:** A building, auditorium, stadium, outdoor amphitheater, open or enclosed structure, outdoor field or playground that contains recreational space and is operated by a government agency. Such establishments may include, but are not limited to, tennis courts, swimming pools, bowling alleys, gymnasiums, and other similar facilities.

**Recreation Area or Facility:** A building, auditorium, stadium, outdoor amphitheater, open or enclosed structure, outdoor field or playground containing recreational space, such as a tennis court, swimming pool, bowling alley, and/or gymnasium, and operated by a government agency or as a business.
Case No. **ZBA-2022-046** at 10:30 a.m. Hearing to be held in room 403, of the Peoria County Courthouse, Peoria, Illinois.

Petition of **PEORIA COUNTY, acting on its own behalf, a TEXT AMENDMENT** to amend Chapter 20, Article 5, Sections 5.1 (“A-1” Agricultural Preservation District), 5.2 (“A-2” Agricultural District), 5.3 (“R-R” Rural Residential District), 5.4 (“R-1” Low Density Residential District), 5.5 (“R-2” Medium Density Residential District), 5.6 (R-3” High Density Residential District), 5.7 (“C-1” Neighborhood Commercial District), 5.8 (“C-2” General Commercial District”), 5.9 (“C-3” Regional Commercial District”), 5.10 (“I-1" Light Industrial District"), and 5.11 (“I-2” Heavy Industrial District”); Article 7, Section 7.7 Table 7-3 ("Parking Requirements"); and Article 11, Section 11.1 ("Definitions") of the Peoria County Code.

**FINDINGS OF FACT FOR TEXT AMENDMENTS**

**Section 20-3.6.4**

In evaluating a proposed text amendment, the following factors shall be considered, not one of which shall be controlling:

1. The proposed amendment corrects an error or inconsistency or meets the challenge of some changing condition;
   - The proposed amendment to Article 5 “Use Regulations” and Article 11 “Definitions” provides clarification to existing general definitions and uses through the expansion and creation of more specific definitions and classification of those uses.
   - The Proposed amendment to Section 7.7 Table 7-3 “Parking Requirements” creates parking requirements for the newly created uses identified in Article 5.

2. The proposed amendment is consistent with the purpose and intent of this ordinance;
• The proposed amendment is consistent with the intent of Article 3 “Development Review Procedures” of this ordinance, which is to ensure that the County is diligent in processing applications for development approval. This amendment provides clarification which will aid the County in classifying specific uses.

3. The proposed amendment will not adversely affect health, safety, morals, and general welfare of the public;
   • The proposed amendments will not adversely affect health, safety, morals and general welfare of the public.

4. The proposed amendment is required because of a change in State or Federal law;
   • The proposed amendments are not required because of a change in State or Federal law.

A motion to approve the Findings of Fact was made by Mr. Happ and seconded by Mr. Fletcher. Seven affirmative votes; (7-0) A motion to approve the proposed text amendment was made by Mr. Fletcher and seconded by Mr. Asbell. A vote was taken, and the motion was approved; (7-0)

Meeting adjourned 10:50 a.m.

Respectfully submitted,

Sandra Alexander
Administrative Assistant
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Land Use Committee does hereby recommend passage of the following Ordinance:

RE: Amendments to Chapter 20, Unified Development Ordinance, Peoria County Code

RESOLUTION

WHEREAS, the County of Peoria has adopted certain rules regarding land development in Peoria County found at Chapter 20, Unified Development Ordinance, Peoria County Code; and

WHEREAS, the proposed amendment ordinance, attached hereto and incorporated herein, amends Chapter 20, Article 5, Sections 5.1 (“A-1” Agricultural Preservation District), 5.2 (“A-2” Agricultural District), 5.3 (“R-R” Rural Residential District), 5.4 (“R-1” Low Density Residential District), 5.5 (“R-2” Medium Density Residential District), 5.6 (R-3” High Density Residential District), 5.7 (“C-1” Neighborhood Commercial District), 5.8 (“C-2" General Commercial District”), 5.9 (“C-3” Regional Commercial District”), 5.10 (“I-1” Light Industrial District”), and 5.11 (“I-2” Heavy Industrial District”); Article 7, Section 7.7 Table 7-3 (“Parking Requirements”); and Article 11, Section 11.1 (“Definitions”) of the Peoria County Code; and

WHEREAS, the proposed amended ordinance, attached hereto and incorporated herein, provides clarification to a series of existing definitions and uses in the Unified Development Ordinance; and

WHEREAS, the proposed amended ordinance, attached hereto and incorporated herein, breaks down certain existing uses and establishes separate, individual definitions and/or classifications; and

WHEREAS, the Zoning Board of Appeals met on November 10, 2022 and recommended approval; and

WHEREAS, your Committee met on November 28, 2022 to consider the ZBA’s recommendation, and voted to approve the attached amendment to Chapter 20.

NOW THEREFORE BE IT ORDAINED, by the County Board of Peoria County that this 8th day of December, 2022, that Peoria County hereby adopts the attached amendment to Chapter 20 of the Peoria County Code, effective immediately.

RESPECTFULLY SUBMITTED,
LAND USE COMMITTEE
AGENDA BRIEFING

<table>
<thead>
<tr>
<th>COMMITTEE:</th>
<th>Land Use</th>
<th>LINE ITEM:</th>
<th>N/A</th>
</tr>
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<tbody>
<tr>
<td>MEETING DATE:</td>
<td>November 28th, 2022</td>
<td>AMOUNT:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**ISSUE:** ZBA Case #ZBA-2022-0049. A Special Use as required in Section 20-5.2.2.1.a.1 of the Unified Development Ordinance. This section allows for a special use when a proposed land split does not meet the 25-acre minimum lot size nor the 1 dwelling unit per 25 contiguous acres density requirement in the “A-2” Agricultural District. The petitioner proposes to split 2 existing parcels and a portion of another into 6 proposed 5-acre tracts.

**BACKGROUND/DISCUSSION:** This case is in District #14, which is County Board member Brian Elsasser’s district. The petitioner, Michael P. Cochran, requests a Special Use to divide 2 existing parcels and a portion of another parcel into 6 buildable lots of approximately 5 acres each. The subject parcels are located at W. Legion Hall Rd. and N. Evans Mill Rd. in the Northwest Quarter of Section 17 in Radnor Township. There are 0 consents and 5 objections on file. The subject parcels and all parcels to the south, east, and west are zoned “A-2” Agricultural. To the north, parcels are zoned “A-1” Agricultural Preservation. The subject parcels to be divided consist of 2 agricultural fields, timber, a creek, grassland, and an outbuilding. Surrounding land uses include row-crop agriculture, timber, and single-family dwellings. There are 7 parcels ranging from 1.85 to 5 acres within 2,500 feet of the subject site. The petitioner’s request is consistent with surrounding residential density and parcel size. Tax records show that the northeastern subject parcel contains 7.01 acres of cropland, and the southwestern subject parcel contains 3.48 acres of cropland, resulting in a minimal amount of cropland being removed from production. These agricultural fields are also bisected by existing residential development and are not contiguous with any other fields. A LESA was conducted on the project site. The site scored 83.4 out of 100 for the agland evaluation and 123.6 out of 200 for the site assessment component. The overall LESA score was 207 out of 300, which is a medium rating for agricultural protection. According to the petitioner, the 6 proposed tracts would utilize private wells and private septic systems. New wells were drilled on each of the parent parcels as part of the special use request. The petitioner submitted a well construction report for each well, and both wells meet or exceed the 3 gallons per minute requirement of the UDO. The subject parcels to be divided do not have existing septic systems, but the petitioner submitted soil tests showing the viability of a future septic system for all 6 proposed lots. The Peoria City/County Health Department currently has no objections to the land split. An EcoCAT was conducted on the subject site, and the consultation was terminated due to there being no record of endangered species or protected sites in the project’s vicinity. The subject parcels have frontage on W. Legion Hall Rd. and N. Evans Mill Rd., both Radnor Township collector roads. Based on daily vehicle trip data and trip generation projections, the addition of 6 dwellings would create a minimal traffic increase of 6.29% for W. Legion Hall Rd. and 14.16% for N. Evans Mill Rd. The County Highway Department will defer to the Radnor Township Road Commissioner, as Legion Hall Rd. and Evans Mill Rd. are both maintained by the road district. No comments have been received from the Radnor Township Road Commissioner.

**COUNTY BOARD GOALS:**

**HEALTHY VIBRANT COMMUNITIES**

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

1. Parcels created by the approval of this Special Use may not be divided again, even if subsequently combined with other parcels, unless a rezoning is granted by the County Board or unless each lot to be created meets the 25-acre minimum lot size of the “A-2” Zoning District.

**ZBA RECOMMENDATION:** Approval with restriction (7-0)

**COMMITTEE ACTION:** Approved with restriction (6-0)

**PREPARED BY:** Taylor Armbuster, Planner I

**DEPARTMENT:** Planning & Zoning

**DATE:** November 28th, 2022

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Report to the Zoning Board of Appeals for the November 10, 2022 Public Hearing

Date: November 1, 2022

Case/Petitioner: ZBA-2022-0049 / Michael P. Cochran / 311 SW Water St., Suite 215, Peoria, IL 61602 (owners, Trust NO FB 2376-07, P.O. Box 680, Pontiac, IL 61764, and Ossama & Sally Ikladios, 8826 W. Legion Hall Rd., Dunlap, IL 61525)

Request: A Special Use as required in Section 20.5.2.2.1.a.1 of the Unified Development Ordinance. This section allows for a special use when a proposed land split does not meet the 25-acre minimum lot size nor the 1 dwelling unit per 25 contiguous acres density requirement in the “A-2” Agricultural District. The petitioner proposes to split 2 existing parcels and a portion of another into 6 proposed 5-acre tracts.

Location: NW 1/4 Section 17, Radnor Township / W. Legion Hall Rd., Dunlap, IL 61525 / PINs 08-17-100-014, 08-17-100-016, and part of 08-17-100-015

Land Use Form: Agriculture

Current Zoning: “A-2” Agricultural District

Present Use: Agriculture / Timber / Residential

Size of Site:

Surrounding Zoning:
North: “A-1” Agricultural Preservation
South: “A-2” Agricultural
East: “A-2” Agricultural
West: “A-2” Agricultural

Surrounding Land Uses:
North: Agriculture
South: Agriculture
East: Agriculture / Residential
West: Residential / Agriculture

Public Services:
Fire: Dunlap FPD #148
Schools: Dunlap CUSD #323
Water: Private Well
Sewer: Private Septic

Transportation: W. Legion Hall Rd. and N. Evans Mill Rd., Radnor Township collector roads

Pertinent Zoning Cases
On Site: None.

Pertinent Zoning Cases
In Surrounding Area: Zoning Case #004-02-U

Department of Planning and Zoning Recommendation: APPROVAL WITH RESTRICTIONS
Case Analysis

**Request and Location:** The petitioner, Michael P. Cochran, requests a Special Use to divide 2 existing parcels and a portion of another parcel into 6 approximately 5-acre tracts. PIN 08-17-100-016, in the northeast of the site, is an existing 7.524-acre tract consisting of an agricultural field and timber. PIN 08-17-100-014, comprising the rest of the site, is an existing 23.057-acre tract consisting of an agricultural field, timber, a creek, prairie, and an outbuilding. PIN 08-17-100-015 is a 5.105-acre tract in the center of the site and consists of a single-family dwelling, a garage, and a pond; this parcel is included in the request in order to add and subtract property to correct utility and septic encroachment issues. The petitioner proposes to create 6 buildable lots for 6 new single-family dwellings. The subject parcels are located at W. Legion Hall Rd. and N. Evans Mill Rd. in the Northwest Quarter of Section 17 in Radnor Township.

**Pertinent Zoning Cases on Site:** None.

**Pertinent Zoning Cases in Surrounding Area:** Special Use case #004-02-U was a request to divide 5 acres from an existing 38-acre parcel. This request was located at the parcel bordering the subject site to the east. PIN 08-17-100-012, the created 5-acre parcel, lies approximately 1,050 feet to the east of the subject site. On March 14, 2002, the County Board approved this case with the restriction that the parcels created could not be split again unless rezoned or combined to meet the 25-acre minimum lot size in the A-2 district.

**Surrounding Zoning and Land Use:** The subject parcels and all parcels to the south, east, and west are zoned “A-2” Agricultural. Parcels to the north are zoned “A-1” Agricultural Preservation. Land use to the north and south of the site is row-crop agriculture. Land use to the east is agriculture, timber, and residential. Land use to the west is agriculture, pasture, a creek, and residential.

The subject 7.524-acre tract in the northeast of the site consists of an agricultural field and timber. This agricultural field consists of approximately 7.01 acres and is currently in row-crop production for soybeans. The subject 23.057-acre tract, comprising the rest of the site, consists of an agricultural field, timber, a creek, prairie, and an outbuilding. This agricultural field consists of approximately 3.48 acres and is also currently in row-crop production for soybeans. The subject parcel included to correct adjacent utility and septic encroachment is a 5.105-acre tract in the center of the site and consists of a single-family dwelling, a garage, and a pond. The agricultural fields at the subject site are bisected by this residential parcel at the center and are not contiguous with any other fields.

The petitioner requests to create 6 approximately 5-acre lots for 6 new single-family dwellings. As shown on the residential proximity map submitted by the petitioner, there are 4 single-family dwellings within 100 feet of the project area. PIN 08-18-200-002, a 3.854-acre tract, consists of a single-family dwelling and a detached garage adjacent to the site’s southwest corner. PIN 08-17-100-005, a 1.85-acre tract, consists of a single-family dwelling and a pole barn adjacent to the site’s northeast corner. A 5-acre tract consisting of a single-family dwelling, barn, and pasture is adjacent to the northwest corner of the site, and the parcel at the center of the site, included in the request, consists of a single-family dwelling on 5.105 acres. Within 2,500 feet of the subject site, there are 7 parcels ranging from 1.85 to 5 acres. The petitioner’s request to create 6 approximately 5-acre lots is consistent with surrounding residential density and parcel size.

**Technical Adequacy:** Section 20-5.2.2.1.a.1 of the Peoria County Unified Development Ordinance allows for a special use when a proposed land split does not meet the 25-acre minimum lot size not the 1 dwelling unit per 25 contiguous acres density requirement in the “A-2” Agricultural Zoning District. The petitioner proposes to divide a 7.524-acre parcel and a 23.057-acre parcel into 6 tracts of approximately 5 acres each. Based on Devnet tax records, PIN 08-17-100-016, the 7.524-acre parcel, contains 7.01 acres of cropland, and PIN 08-17-100-014, the 23.057-acre parcel, contains 3.48 acres of cropland. Accordingly, the petitioner’s request would remove a minimal amount of cropland from production. A LESA was conducted on the project site. The site scored 83.4 out of 100 for the agland evaluation and 123.6 out of 200 for the site assessment component. The overall LESA score was 207 out of 300, which is a medium rating for agricultural protection. The lower the total score, the lower the agricultural economic viability. This score indicates that this land is not considered to be in the category of the most highly productive farmland.

**Environmental Impacts:** According to the petitioner, the 6 proposed tracts would utilize private wells and private septic systems. The petitioner has also submitted a site plan showing potential locations for well and septic systems for each lot. New wells were drilled on each of the parent parcels as part of the special use request. The petitioner submitted a well construction report for each well, and both wells meet or exceed the 3 gallons per minute requirement of the UDO. The subject parcels to be divided do not have existing septic systems, but the petitioner submitted soil tests showing the viability
of a future septic system for all 6 proposed lots. With proper maintenance, the future septic systems should have little to no negative impacts on the surrounding environment. The Peoria City/County Health Department has commented that based on the information provided in the ZBA packet, specifically the soil reports, there is cause for concern regarding the installation of traditional onsite wastewater treatment systems on some of the lots due to seasonal high-water tables observed, as well as slow soil permeability. However, the Department currently has no objections to the land split. An EcoCAT was conducted on the subject site, and the Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location. The consultation was terminated.

**Transportation Impacts:** The subject parcels have frontage along W. Legion Hall Rd. and N. Evans Mill Rd., both Radnor Township collector roads. According to the 2017 IDOT traffic map, there are approximately 450 vehicle trips along W. Legion Hall Rd. and 200 vehicle trips along N. Evans Mill Rd in a 24-hour period. Per single-family dwelling unit, the 8th Edition of the Trip Generation Report published by the Institute of Transportation Engineers cites an average rate of 9.44 vehicle trips on a weekday. The petitioner’s site plan proposes 3 lots fronting W. Legion Hall Rd. and 3 lots fronting N. Evans Mill Rd. Based on this data, the petitioner’s request would add approximately 28.32 vehicle trips to each road. For existing traffic volumes, this would amount to a 6.29% increase for W. Legion Hall Rd. and a 14.16% increase for N. Evans Mill Rd. The 23.057-acre parcel has an existing gravel driveway from Evans Mill Rd. for access to the existing outbuilding. Based on the petitioner’s site plan, as many as 3 driveways could be added to both W. Legion Hall Rd. and N. Evans Mill Rd. Parcel access would need to be coordinated with and obtained from the Radnor Township Road Commissioner. The County Highway Department will defer to the Radnor Township Road Commissioner, as Legion Hall Rd. and Evans Mill Rd. are both maintained by the road district. No comments have been received from the Radnor Township Road Commissioner. Available data shows that the addition of 3 single-family dwellings to each road would generate a minimal increase in traffic volumes. The petitioner’s request would have a minimal impact on local traffic patterns.

**Land Use Form:** The Future Land Use Form Map in the Peoria County Comprehensive Land Use Plan designates this area as Agriculture. The Plan states that given that these areas are less agriculturally productive than the Agriculture Preservation Land Use Form, there is more allowance for growth and development. While agriculture is the predominant land use, other types of development are restricted to the lowest producing agricultural land. The site earned an overall LESA score of 207 out of 300, which is a medium rating for agricultural protection. This score indicates that this land is not considered to be in the category of the most highly productive farmland. Tax records show that the 7.524-acre parcel contains 7.01 acres of cropland, and the 23.057-acre parcel contains 3.48 acres of cropland, resulting in a minimal amount of cropland being removed from production. These agricultural fields are also bisected by existing residential development and are not contiguous with any other fields. The Plan also states that residential uses should reflect the agricultural nature of the area by locating on large lots. The petitioner proposes to divide the subject parcels into 6 lots of approximately 5 acres each. There are 7 parcels ranging from 1.85 to 5 acres within 2,500 feet of the subject site. The petitioner’s request is consistent with the recommendations of the Comprehensive Land Use Plan.
Conclusions

Consistency with Adopted County Plan. The Future Land Use Form Map in the Peoria County Comprehensive Land Use Plan designates this area as Agriculture. The Plan states that given that these areas are less agriculturally productive than the Agriculture Preservation Land Use Form, there is more allowance for growth and development. While agriculture is the predominant land use, other types of development are restricted to the lowest producing agricultural land. The site earned a medium overall LESA score which indicates that this land is not considered to be in the category of the most highly productive farmland. Tax records also show that the 7.524-acre parcel contains 7.01 acres of cropland, and the 23.057-acre parcel contains 3.48 acres of cropland, resulting in a minimal amount of cropland being removed from production. The Plan also states that residential uses should reflect the agricultural nature of the area by locating on large lots. The petitioner proposes to divide the subject parcels into 6 lots of approximately 5 acres each, which is consistent with residential lot sizes in the surrounding area. The petitioner’s request is consistent with the recommendations of the Comprehensive Land Use Plan.

Consistency with Community Character. The subject parcel and all parcels to the south, east, and west are zoned “A-2” Agricultural. To the north, parcels are zoned “A-1” Agricultural Preservation. The subject parcels consist of 2 agricultural fields, timber, a creek, grassland, and an outbuilding. The parcel included to correct utility and septic encroachment issues consists of a single-family dwelling, a garage, and a pond. Surrounding land uses include row-crop agriculture, timber, and single-family dwellings. There are 7 parcels ranging from 1.85 to 5 acres within 2,500 feet of the subject site. The petitioner’s request to create 6 approximately 5-acre lots is consistent with surrounding residential density and parcel size.

Minimizing Adverse Effects. The proposed use is a land split in the “A-2” District. The petitioner submitted a well construction report for each well, and both wells meet or exceed the 3 gallons per minute requirement of the UDO. The petitioner also submitted soil tests showing the viability of a future septic system for all 6 proposed lots. With proper maintenance, the future septic systems should have little to no negative impacts on the surrounding environment. Available data shows that the addition of 3 single-family dwellings to Legion Hall Rd. and Evans Mill Rd. would only generate a small increase in traffic volumes.

Presence of Natural/Historical Resources. The petitioner submitted an EcoCAT study with the request, and the Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Compliance with Additional Standards. The proposed use would comply with additional standards for the creation of lots in the “A-2” Agricultural Zoning District as specified in the Unified Development Ordinance. The applicant would be responsible for obtaining all required permits from the Peoria City/County Health Department, the Peoria County Highway Department, and the Peoria County Planning and Zoning Department.
Staff Recommendation

Based on the above information, the Department recommends approval with the following restriction:

1. Parcels created by the approval of this Special Use may not be divided again, even if subsequently combined with other parcels, unless a rezoning is granted by the County Board or unless each lot to be created meets the 25-acre minimum lot size of the “A-2” zoning district.

Respectfully submitted,

Taylor Armbruster
Planner I

Kathi Urban
Director
A meeting of the Peoria County Zoning Board of Appeals was held on Thursday, November 10, 2022. The meeting was called to order by Chairperson Linda O’Brien at 9:00 a.m.

PRESENT: Linda O’Brien – Chairperson, Greg Happ, Robert Asbell, J. Greg Fletcher, Stephen Pollack, Randy Weber, Chris Duncan

ABSENT: LaVonne Sammis, Justin Brown

STAFF: Kathi Urban – Director
Andrew Braun – Assistant Director
Taylor Armbruster – Planner I
Jack Weindel – Planner I
Jennie Cordis Boswell – Civil Assistant State’s Attorney
Sandra Alexander – Administrative Assistant

Case No. **ZBA-2022-049** at 9:00 a.m. Hearing to be held in Room 403, of the Peoria County Courthouse, Peoria, Illinois.

Petition of **MICHAEL P. COCHRAN**, acting on behalf of **TRUST NO FB 2376-07** (owner) and **SALLY AND OSAMMA I. IKLADIOS** (owners), a **SPECIAL USE** as required in Section 20.5.2.2.1.a.1 of the Unified Development Ordinance. This section allows for a special use when a proposed land split does not meet the 25-acre minimum lot size nor the 1 dwelling unit per 25 contiguous acres density requirement in the “A-2” Agricultural District. The petitioner proposes to split 2 existing parcels and a portion of another into 6 proposed 5-acre tracts.

**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 Future Land Use Form Map in the Peoria County Comprehensive Land Use Plan designates this area as agriculture. The site earned a medium overall LESA score, which indicates this land is not in the category of most highly productive farmland. In addition, tax records indicate a minimum amount of cropland would be removed from production. The proposed Special Use application is consistent with the intent of Peoria County to minimize the loss of agricultural land while increasing residency within the County. The Plan also states that residential uses should reflect the agricultural nature of the area by locating on large lots. The petitioner proposes to divide the subject parcels into six lots of approximately five acres each, which is consistent with the residential lot sizes in the surrounding area. The petitioner’s request is consistent with the recommendations of the Comprehensive Land Use Form.
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 subject parcels and all parcels to the south, east and west are zoned “A-2” Agricultural. Parcels to the north are zoned “A-1” Agricultural Preservation. The subject parcels consist of two agricultural fields, timber, a creek, grassland, and an outbuilding. The parcel that is included to correct utility and septic encroachment issues consists of a single-family dwelling, a garage, and a pond. Surrounding land uses include row-crop agriculture, timber, and single-family dwellings. There are seven parcels ranging from 1.85 to 5 acres within 2,500 feet of the subject site. The petitioner’s request is consistent with surrounding residential density and parcel size.

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 proposed use is a land split in the “A-2” District. The petitioner has submitted a well construction report for each well, and both wells meet or exceed the three-gallons-per-minute required of the UDO (Unified Development Ordinance). The petitioner also submitted soil tests showing the viability of a future septic system for all six proposed lots. With proper maintenance, the future septic systems should have little to no negative impacts on the surrounding environment. Available data shows that the addition of three single-family dwellings to Legion Hall Road and Evans Mill Road would only generate a small increase in traffic volume.

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 petitioner submitted an EcoCat study with the request, and the Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

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:
   • The proposed use would comply with additional standards for the creation of lots in the “A-2” Agricultural Zoning District as specified in the Unified Development Ordinance. The applicant would be responsible for obtaining all required permits from the Peoria City/County Health Department, the Peoria County Highway Department, and the Peoria County Planning and Zoning Department. The petitioner must also comply with the restrictions set forth by the staff of the Department of Planning and Zoning if this is approved.

A motion to approve the Findings of Fact was made by Mr. Duncan and seconded by Mr. Fletcher. Seven affirmative votes; (7-0) A motion to approve the special use with restrictions was made by Mr. Happ and seconded by Mr. Weber. A vote was taken, and the motion was approved; (7-0)
Meeting adjourned at 10:50 a.m.

Respectfully submitted,

Sandra Alexander
Administrative Assistant
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, Petition of Michael P. Cochran.

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 when a proposed land split does not meet the 25-acre minimum lot size requirement in the “A-2” Agricultural Zoning District; and

WHEREAS, a hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on November 10, 2022 in Case No. ZBA-2022-0049; 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 November 10, 2022, and voted to recommend approval of the Special Use; a copy of the ZBA’s findings of fact is attached; and

WHEREAS, your Committee met on November 28, 2022 to consider the ZBA’s recommendation and voted to approve the Special Use.

NOW THEREFORE BE IT ORDAINED, by the County Board of Peoria County, that the Special Use in Case No. ZBA-2022-0049 is hereby approved with the following restriction:

1. Parcels created by the approval of this Special Use may not be divided again, even if subsequently combined with other parcels, unless a rezoning is granted by the County Board or unless each lot to be created meets the 25-acre minimum lot size of the “A-2” Zoning District.

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
Legal Description

Tract 1

A part of the Northwest quarter, of the Northwest quarter, of Section 17, Township 10 North, Range 7 East of the Fourth Principal Meridian being more particularly described as follows:

Commencing at the Northwest corner of said Section 17; thence North 90 degrees 00 minutes 00 seconds East, along the North line of said Section 17, a distance of 285.00 feet to the point of beginning of the track to be described; thence continuing North 90 degrees 00 minutes 00 seconds East, along the North line of said Section 17, a distance of 642.45 feet; thence South 0 degrees 00 minutes 00 seconds West, a distance of 47.48 feet; thence South 36 degrees 00 minutes 18 seconds West, a distance of 147.55 feet; thence South 25 degrees 55 minutes 10 seconds West, a distance of 165.42 feet; thence South 46 degrees 27 minutes 57 seconds West, a distance of 200.23 feet; thence South 54 degrees 34 minutes 59 seconds West, a distance of 135.84 feet; thence South 56 degrees 50 minutes 14 seconds West, a distance of 172.52 feet; thence South 14 degrees 20 minutes 26 seconds West, a distance of 92.47 feet; thence South 14 degrees 47 minutes 49 seconds East, a distance of 124.82; thence South 5 degrees 10 minutes 18 seconds East, a distance of 83.76 feet; thence South 17 degrees 18 minutes 43 seconds East, a distance of 87.07 feet; thence South 68 degrees 26 minutes 23 seconds East, a distance of 102.90 feet; thence North 77 degrees 23 minutes 19 seconds East, a distance of 105.26 feet; thence North 46 degrees 15 minutes 41 seconds East, a distance of 222.95 feet; thence North 28 degrees 17 minutes 23 seconds West, a distance of 59.85 feet; thence North 55 degrees 11 minutes 31 seconds East, a distance of 124.73 feet; thence North 70 degrees 00 minutes 50 seconds East, a distance of 145.79 feet; thence North 54 degrees 15 minutes 49 seconds East, a distance of 124.98 feet; thence North 27 degrees 32 minutes 40 seconds East, a distance of 137.76 feet; thence North 63 degrees 23 minutes 04 seconds East, a distance of 138.58 feet; thence North 4 degrees 23 minutes 37 seconds East, a distance of 149.66 feet; thence North 75 degrees 36 minutes 18 seconds East, a distance of 20.76 feet to a point on the East line of the Northwest Quarter, of the Northwest Quarter, of said Section 17; thence South 0 degrees 12 minutes 35 seconds West, along the East line of the Northwest Quarter, of the Northwest Quarter, of said Section 17, a distance of 1020.80 feet to the Southeast corner, of the Northwest Quarter, of the Northwest Quarter, of said Section 17; thence South 89 degrees 59 minutes 08 seconds West, along the South line of the Northwest Quarter, of the Northwest Quarter, of said Section 17, a distance of 1336.65 feet to the Southwest corner, of the Northwest Quarter, of the Northwest Quarter, of said Section 17; Thence North 0 degrees 23 minutes 51 seconds East, along the West line of said Section 17, a distance of 567.45 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 285.00 feet; thence North 0 degrees 23 minutes 51 seconds East, a distance of 764.20 feet to the point of beginning, containing 23.157 acres, more or less, situate, lying and being in the county of Peoria and State of Illinois, subject to that portion being utilized for public roadway purposes along the Westerly and Northerly sides of the above described tract of land; excepting therefrom that portion taken for right of way of Evans Mill Road by Document No.
2020-20581 as recorded in the office of the Peoria County Recorder of Deeds. (Radnor Township 08-17-100-014)

Tract 2

A part of the Northwest Quarter, of the Northwest Quarter, of Section 17, Township 10 North, Range 7 East, of the Fourth Principal Meridian being more particularly described as follows:

Commencing at the Northwest corner of said Section 17; thence North 90 degrees 00 minutes 00 seconds East, along the North line of said Section 17, a distance of 927.45 feet to the point of beginning of the tract to be described; thence South 0 degrees 00 minutes 00 seconds West, a distance of 47.48 feet; thence South 36 degrees 00 minutes 18 seconds West, a distance of 147.55 feet; thence South 25 degrees 55 minutes 10 seconds West, a distance of 165.42 feet; thence South 46 degrees 27 minutes 57 seconds West, a distance of 200.23 feet; thence South 54 degrees 34 minutes 59 seconds West, a distance of 135.84 feet; thence South 56 degrees 50 minutes 14 seconds West, a distance of 172.52 feet; thence South 14 degrees 20 minutes 26 seconds West, a distance of 92.47 feet; thence South 42 degrees 51 minutes 09 seconds East, a distance of 43.23 feet; thence South 14 degrees 47 minutes 49 seconds East, a distance of 124.82; thence South 5 degrees 10 minutes 18 seconds East, a distance of 83.76 feet; thence South 17 degrees 18 minutes 43 seconds East, a distance of 87.07 feet; thence South 68 degrees 26 minutes 23 seconds East, a distance of 102.90 feet; thence North 77 degrees 23 minutes 19 seconds East, a distance of 105.26 feet; thence North 46 degrees 15 minutes 41 seconds East, a distance of 222.95 feet; thence North 28 degrees 17 minutes 23 seconds West, a distance of 127.20 feet; thence North 2 degrees 57 minutes 59 seconds West, a distance of 295.73 feet; thence North 34 degrees 05 minutes 18 seconds East, a distance of 172.41 feet; thence North 25 degrees 55 minutes 10 seconds East, a distance of 164.41 feet; thence North 36 degrees 00 minutes 18 seconds East, a distance of 161.75 feet; thence North 0 degrees 00 minutes 00 seconds East, a distance of 66.97 feet to a point on the North line of said Section 17; thence North 90 degrees 00 minutes 00 seconds West, along the North line of said Section 17, a distance of 60.00 feet to the point of beginning, containing 5.105 acres, more or less, situate, lying and being in the County of Peoria and State of Illinois, subject to that portion being utilized for public roadway purposes along the Northerly side of the above described tract of land. (Radnor Township 08-17-100-015)

Tract 3

A part of the Northwest Quarter, of the Northwest Quarter, of Section 17, Township 10 North, Range 7 East, of the Fourth Principal Meridian, being more particularly described as follows:

Commencing at the Northwest corner of said Section 17; thence North 90 degrees 00 minutes 00 seconds East, along the North line of said Section 17, a distance of 987.45 feet to the point of beginning of the tract to be described; thence continuing North 90 degrees 00 minutes 00 seconds East, along the North line of said Section 17, a distance of 344.83 feet to the Northeast corner of the Northwest Quarter, of the Northwest Quarter of said Section 17; thence South 0 degrees 12 minutes 35 seconds West, along the East line of the Northwest Quarter, of the Northwest Quarter, of said Section 17, a distance of 310.49 feet; thence South 75 degrees 36
minutes 18 seconds West, a distance of 20.76 feet; thence South 4 degrees 23 minutes 37 seconds West, a distance of 149.66 feet; thence South 63 degrees 23 minutes 04 seconds West, a distance of 138.58 feet; thence South 27 degrees 32 minutes 40 seconds West, a distance of 137.76 feet; thence South 54 degrees 15 minutes 49 seconds West, a distance of 124.98 feet; thence South 70 degrees 00 minutes 50 seconds West, a distance of 145.79 feet; thence South 55 degrees 11 minutes 31 seconds West, a distance of 124.73 feet; thence North 28 degrees 17 minutes 23 seconds West, a distance of 67.35 feet; thence North 2 degrees 57 minutes 59 seconds West, a distance of 295.73 feet; thence North 34 degrees 05 minutes 18 seconds East, a distance of 172.41 feet; thence North 25 degrees 55 minutes 10 seconds East, a distance of 164.41 feet; thence North 36 degrees 00 minutes 18 seconds East, a distance of 161.75 feet; thence North 0 degrees 00 minutes 00 seconds East, a distance of 66.97 feet to the point of beginning, containing 7.524 acres, more or less, Situate, lying and being in the County of Peoria and State of Illinois, subject to that portion being utilized for public roadway purposes along the Northerly side of the above described tract of Land. (Radnor Township 08-17-100-016)
ISSUE:
For RESOLUTION: Authorization to execute a purchase agreement and associated documents to acquire Parcel ID 14-19-477-002 (aka 4422 N Brandywine Dr., Peoria)

BACKGROUND/DISCUSSION:
In 2016, the County Board approved a multiple year lease for the Peoria County Election Commission to locate at 4422 N Brandywine Drive in Peoria. The Commission, after an extensive real estate search, selected the Brandywine property based on access and visibility, lease price per square foot, and to take advantage of additional space in the building for other county offices or records storage. As part of the project in 2016, the County Board then budgeted and invested more than $700,000 in leasehold improvements to make the portion of the structure to be occupied by the Commission usable. Since the 2016, the county has had in its long-range capital improvement plan to acquire the property from the owner if the opportunity presented itself. In FY2021 and FY2022, the Board appropriated $700,000 of its American Rescue Plan Act (ARPA) allocation for this acquisition.

Over the course of the fall, staff worked with the Commission as an intermediary with the owner. Through this process, it was determined how much the owner had still remaining on the existing mortgage for the property. An offer was extended, and a negotiation ensued. The purchase price reached, pending County Board approval, is $555,000. This amount is less substantially less than the amount budgeted; less than the estimated value of the property; and just a little greater than the amount the owner will need to pay off the mortgage.

Staff recommends approval of acquiring the property at a sale price of $555,000 plus fees and costs. If approved by the County Board, it would be staff’s goal to close on the sale before the end of December. While evaluating the best long-term use of the unused square footage in the building, it would be staff’s recommendation to utilize said space for temporary record storage why the HHS Campus project is under construction, and thereby reducing operational costs for offsite third-party record storage needs.

UPDATE:
The agenda brief from April 2016 is attached for informational purposes. For additional context, also attached please find the minutes of the April 4, 2016 County Operations Committee meeting and the minutes of the April 14, 2016 County Board meeting.

As noted below, there is approximately $1 million already invested in the Brandywine property in lease payments, architectural fees, and renovation costs, all approved by previous County Boards.

Lease Terms:
The lease was approved by the County Board on April 14, 2016. The space leased is 6,000 of the 11,000 square feet in the structure. The lease’s length has an initial term of 15 years, and there are two (2) extension options. Each option is for five (5) years. The initial price per square foot was $6.00 per square foot, which was less than the other locations investigated. The initial 15-year term has an annual increase of 2.44%. Since approved by the County Board and including the December 2022 payment, the Commission has paid $271,708.56 in rent. The total value of the lease for the initial 15-year term is $645,625.57, which means there is $373,917.01 yet to be paid on the initial term. The annual increase in the first 5-year extension ranges from 4.55% to 5.57%. Annual amounts for the second 5-year option are to be negotiated at the end of the first 5-year option, should the County exercise the first option and want to exercise the second option. If the first 5-year option were to be exercised, the total value of the lease over 20-years is $945,058.12. The lease includes language of a first right of refusal for the County as it was the County Board’s intent in 2016 to acquire the property should it ever become available.
quick search of several different commercial realtors’ websites conducted on November 30, 2022 of available properties for lease with 6,000-8,000 square feet available found nothing less than $8.00 per square foot. Moving to a new location would incur the costs of breaking the current lease and the leasehold improvements that would be needed to renovate the new location.

**Criteria to Select Brandywine:**
Space for the Election Commission was necessary as the voters approved the creation of the Commission; the dissolution of the City Election Commission (which was a county run entity); and the removal of election duties from the County Clerk. Prior to this referendum, the County Clerk out their office in the Courthouse conducted the elections outside the City of Peoria, and the City Election Commission (housed in the City’s municipal services building on SW Adams) conducted elections in the City. With the creation of the County Election Commission, a space large enough to accommodate the consolidated election function was needed. As noted in the April 13, 2016, agenda brief, there are five criteria that were created and used to evaluate a dozen properties. In 2016, it had been the County Board’s desire to acquire a property, but budgetary constraints led to finding a property for lease. Using the criteria shown in the April 13, 2016 agenda brief, the Brandywine property had the lowest price per square foot while meeting all of the criteria.

**Current Conditions:**
As part of selecting the Brandywine property in 2016, a significant amount of due diligence was done on the condition of the facility. As noted during the County Infrastructure Committee on November 28, 2022, costs to renovate the Brandywine property were incurred. These include the architectural services and construction contract. The County Board after approved a contract to Dewberry Architects to design and prepare the bid documents to remodel the 6,000 square feet. This contract was approved by the County Board on June 8, 2017 and was in the amount of $91,000. At the April 12, 2018 County Board meeting, the Board awarded a construction contract after a sealed bid procurement to Bishop Bros., Inc. Including project contingencies, the amount budgeted in the FY2018 capital budget for the project was $650,000. After change orders, the final project cost was closer to $750,000 due to unforeseen conditions found during interior demolition and that the owner was not able to finance upgrades to the restrooms to make them ADA compliant. After the County Board awarded the contract to Bishop Bros. and construction had started, the owner notified the County that he would not be able to pay for the renovations to the restrooms, which were his financial responsibility. The ADA compliant restrooms were a critical component of the renovation as the City of Peoria, per their code, would not grant a certificate of occupancy without functioning ADA compliant restrooms. The condition of the structure is sound, and the 2018 project included all new HVAC equipment. At the request of the Committee, staff is attempting to have the roof inspected before the December 5, 2022 County Board meeting, and will report whatever findings we are able. Commission team members have not made any work order requests with facilities related to roof leaks during their occupancy. The other facility-related issue raised by the Committee was the parking lot. Compared to parking lots at other county facilities, the parking lot at the Brandywine property is average. It could use patching in a few areas, a seal coating, and stripping. Staff was not able to obtain pricing for this in time for the December 5, 2022 meeting, but it certainly can be built into the 2023 capital budget (as an amendment) or into a future year’s capital plan. The FY2022 Capital budget did appropriate $700,000 for this acquisition. If it so desired, the Board could direct the unspent dollars towards improvements to the parking lot or any needed roof repairs.

**Value Information:**
According to the County’s GIS and land records, the owner acquired the property for $1,050,000 in 2006. The assessed value (land and buildings combined) at the time of purchase in 2006 was $206,120. Estimated market value is triple the assessed value, which means the estimated market value then would have been $618,360. The current assessed value of the property is $157,100. An estimated market value would equate to $471,300. Through discussions with the Election Commission, staff was able to determine that the owner’s outstanding mortgage is approximately $525,000. The County initially offered an amount less than the owner’s outstanding mortgage, which was rejected. Through the negotiation process, a price of $555,000 was reached with the County paying for closing costs, and the current owner paying the real estate commission.
COUNTY BOARD GOALS:

STAFF RECOMMENDATION: APPROVAL

COMMITTEE ACTION: Approved 11/28/22 (3-1 votes) Mr. Reneau voted nay; Ms. Pastucha absent

PREPARED BY: Scott A. Sorrel, County Administrator
DEPARTMENT: County Administration  DATE: November 30, 2022
Call to Order
Chairman Phelan called the meeting to order at 12:30 p.m.

Approval of Minutes
A motion to approve the executive session minutes of August 31, 2015 and September 28, 2015 and regular session minutes of February 22, 2016 was made by Mr. Rosenbohm and seconded by Mr. Morris. The motion carried.

Informational

- New Hire & Vacancy Report
  Mr. Sorrel directed committee members to the reports included in the committee packet. There were no questions from committee.

- MBE Committee Update
  Mr. Rothert advised that Board Member Parker has finalized a draft of the MBE Committee Charter for review and final approval of both Committee Chairman Phelan and County Board Chairman Rand.

- Facilities Master Plan
  Mr. Sorrel summarized the status of several projects:
  - Upgrades on elevators "C" and "D" are complete.
  - Jail Central Control - purchase order was approved last August. Rough-in work is ongoing and is anticipated to be completed this year. He noted that this project is a capital budget item that is in a roll-over appropriation request going forward to the Budget Subcommittee for approval.
  - Jail Generator/Transfer Switch - he stated that project entails a life cycle for the generator originally installed in 1985, and advised that rough-in work is in progress.
  - Phase I bids for Jail Locks have been received, and shop drawings are being prepared.
  - Bid specs have been completed for Courtrooms 121 and 221. Mr. O’Connell advised that a pre-bid meeting has been held and anticipate bringing a recommendation forward to this committee later this month for final approval at the May meeting of the County Board.
• **Efficiency Study**
Mr. Sorrel advised that the Implementation Team is engaged and working on strategies for the Auditor's Office, Planning & Zoning and Finance. He also commented that review of recommendations related to Odyssey, the Integrated Civil/Criminal Justice Information System will begin soon.

• **Election Commission Lease Agreement**
Mr. Bride advised that in seeking a new location for the Election Commission, ten locations throughout the City were evaluated, two locations were selected for further evaluation, and a building located at 4422 N. Brandywine Drive has been ultimately chosen as the most suitable location. The location meets all criteria, including being a site centrally located (for both City and County residents) on a major road, access to public transportation, adequate parking and the ability to handle early voting and easy pickup and delivery of election equipment. He also commented that the square footage cost is lowest of all the viewed locations, and will require very little demolition before the build out commences.

Mr. Bride addressed the shortage of election judges for the recent primary, noting that 136 judges cancelled, a much higher number than was anticipated. He stated that after a press release went out, 49 judges were hired the day before the election. He commented that illness and the larger volume of work were contributing factors in the number of cancellations. He also stated that the judges that cancelled were split fairly evenly between the City and County, and non-partisan.

• **Participation in the Illinois Department of Transportation's 2016 County Engineer's Salary Program**
Mr. Sorrel advised that as part of the 2015 budget the County Board approved a resolution to participate in the program. IDOT requires a resolution annually to re-authorize participation. The resolution will go forward to the Land Use and Infrastructure Committee for approval before moving on to the full County Board.

**Resolutions**

• **Purchase of a 2016 Prisoner Transport Van**
A motion to approve the resolution was made by Mr. Salzer and seconded by Mr. Watkins. Mr. Gaa. The motion carried.

• **2016 Toner and Inkjet Bid**
A motion to approve the resolution was made by Ms. Ardapple and seconded by Mr. Rosenbohm. The motion carried.

**Discussion**

• **Customer Service**
Mr. Sorrel advised of a citizen who had her dog impounded, as it was running at large and did not have current vaccinations. The dog owner complained of the service she received as she was paying the fines associated with the violations, as well as complaining on the process in general. She also videotaped her interaction with the County employee and posted the video to her personal Facebook page.

Mr. Salzer noted a discussion several months ago brought up by a citizen regarding the lack of handicapped accessible restrooms within the courthouse, and asked if those concerns had been pursued. Mr. Sorrel advised that the appropriate state agency has visited the courthouse, and stated that the findings related to the complaint were minimal and are in the process of being corrected. He commented that staff is in the process of drafting an accessibility plan for all facilities within the organization.
AGENDA BRIEFING

COMMITTEE: County Operations Committee
MEETING DATE: Via Poll Vote
LINE ITEM: AMOUNT:

ISSUE:
For RESOLUTION: Commercial Lease Agreement for Peoria County Election Commission

BACKGROUND/DISCUSSION:
As discussed at the April 4, 2016 Committee meeting, the County Election Commission needs to be relocated from its current location within the City of Peoria's Municipal Service Building to another location. County Administration and the Election Commission scouted multiple locations throughout Peoria that met the following criteria:

- Approximately 6,000 square feet
- Easily accessed from I-74
- Access to public transportation (i.e. on a bus route)
- Accessible free parking
- Storage for voting equipment

Approximately one dozen locations were vetted. Lease negotiations were initiated and then abandoned for a location in Sheridan Village in favor for the recommended location at 4422 N Brandywine Drive. The recommended location is an 11,000 square foot building that is currently empty, with 6,000 proposed to be leased. It had the lowest price per square foot at $6.00 per square foot initially of all of the properties reviewed in the process. It meets all of the criteria established by the Election Commission and County Administration.

Other key terms of the lease agreement include an initial term of 15 years with two extensions - each extension being five-years; first right of refusal if the current owner wishes to sell the property; and the ability to terminate the lease early if either party so desires. The lease agreement attached here is still a draft as the State's Attorney and the owner's attorney continue to finalize the document.

COUNTY BOARD GOALS:

- HEALTHY AND SAFE COMMUNITY
- HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION:

PREPARED BY: Scott A. Sorrel, County Administrator
DEPARTMENT: County Administration
DATE: April 13, 2016
The resolution passed by a unanimous roll call vote of 15 ayes.

5. A resolution from your Health, Public Safety and Justice Committee recommending approval of the most responsive and responsible bid of McDaniels Marketing, Pekin, IL, for Advertising Consulting Services for Heddington Oaks.

Baietto moved to approve the resolution and Salzer seconded.

Morris stated that Mayer’s argument has been that Heddington Oaks serves as a safety net, but when money on this order is being spent to advertise, it invalidates that argument. He asserted that it forces Heddington Oaks to compete for services against the private sector and no longer serves as a safety net. He believed that it is far outside what the voters approved as a tax increase.

Mayer contended that there is a fine line walked with Heddington Oaks as a safety net, but the Board must also be fiscally responsible. He said that it is important for people to be aware of it as an asset. He identified that there is a payer mix in the business plan and it is not 100% Medicaid funded. He expressed that private sector nursing homes did not oppose the continuing of a subsidized public nursing home because it has a much higher percentage of Medicaid beds than any private facilities in town.

Baietto urged the Board to support Heddington Oaks and having the discussion of the value of the institution. He described that the staff needs support from leadership and having a discussion on the value places doubt in the minds of the staff. He said that the staff has a tough job because there are people there that do not want to be there and they do a good job caring for them. He stated that no matter the conversation on privatizing it, there should be a strong leader to alleviate any problems. He believed that this plan may not be the answer, but he does not want to be judged because the Board did something that did not get it to the place it wanted to be.

Mr. Sorrel identified that there is $95,000 in the budget for this purpose. He explained that a small amount is to be used for the marketing strategy and a large chunk used for the ad buy. He noted that there is a position open for an admissions coordinator that would work closely with discharge planners in hospitals because 95% of admissions come through the medical community. He said that position would use the marketing material created as part of the campaign, but the campaign would not begin until there is input from the new employee.

Ardapple thanked Administration and specifically Jenny Fulton for bringing the strategy forward. She said that this is laser focused advertising and it is a good thing to do.

The resolution passed by a roll call vote of 14 ayes and 1 nay with Morris voting nay. (Salzer noted for the record that he meant to vote aye).

6. A resolution from the Chairman of the County Operations Committee and the County Administrator recommending approval of a lease agreement between the County of Peoria and Ziad A. Musaitif for the purposes of relocating the Peoria County Election Commission to 4422 N. Brandywine Drive, Peoria. (Poll Vote per Rules of Order, Article V, Section 18C)

Phelan moved to approve the resolution and Mayer seconded.
Mayer thanked Administration, and explained that even those on the Board that may have been against the referendum for consolidation are pleased with the outcome in the search for a new location for the Election Commission. He said that it is a very reasonable price, and less than warehouse space at other locations. He expressed that it will be much more convenient, being directly off of I-74, and has good parking. He urged an aye vote.

Chairman Rand thanked Phelan, Salzer, Mayer, Tom Bride, and Scott Sorrel. He said that this is a fabulous deal, and better than anyone expected.

The resolution passed by a unanimous roll call vote of 15 ayes.

VI. MISCELLANEOUS AND ANNOUNCEMENTS

Chairman Rand recognized Barry Robinson and Steven Rieker for joining the meeting and becoming Board Members in the Fall.

Williams requested attendance for Worker’s Memorial Day Thursday, April 28th at 5:30pm meeting at the Peoria Labor Temple and walking to City Hall for a service. She announced that on Tuesday, May 10th she will hold a public meeting at 6pm at the Itoo Hall about TIF districts and Enterprise Zones with Mark Rothert.

Fennel thanked grounds crew for their work in the courtyard.

Trumpe congratulated Salzer on his inclusion in a Peoria Journal Star story.

Scott Sorrel informed the Board about Tri-County Regional Planning Commission hosting a transportation funding meeting on May 2nd at 1:30pm at the Festival of Lights building in East Peoria. He invited the Board to attend the annual meeting of the Greater Peoria EDC on May 5th from 3pm to 5pm.

Ardapple noted that the open house for the Minority Business Development Center is next week.

VII. ADJOURNMENT

There being no further business before the Board, the Chairman announced the meeting was adjourned.
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

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

Re: Authorization to Enter into an Agreement to Acquire 4422 N Brandywine Drive, Peoria (PIN 14-19-477-002)

RESOLUTION

WHEREAS, the County of Peoria owns the vast majority of office space it occupies, and;

WHEREAS, the Peoria County Board approved a long-term lease of the property at 4422 N Brandywine Drive in 2016 so that the newly created County Election Commission could have visible and easily accessed office space that is affordable to operate, and;

WHEREAS, the Peoria County Board also approved capital improvements of approximately $700,000 in 2016 to make necessary leasehold improvements to the property at 4422 N Brandywine Drive; and

WHEREAS, the County Board placed into its long-range capital improvement plan the goal of acquiring the property should it become available which it did in 2022, and;

WHEREAS, the County Board appropriated American Rescue Plan Act (ARPA) dollars in its 2022 budget for the acquisition of the property at 4422 N Brandywine Drive and a sale price of Five-Hundred Fifty-Five Thousand Dollars ($555,000.00) has been mutually agreed to between the seller and the County Administrator, pending County Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Peoria County Board authorizes the County Administrator, with the approval of the States Attorney’s Office, to execute all necessary documents to acquire 4422 N Brandywine Drive (PIN 14-19-477-002) from Dr. Ziad A. Musaitif of Peoria, Illinois in an amount of Five-Hundred Fifty-Five Thousand Dollars ($555,000.00) plus any costs and fees.

RESPECTFULLY SUBMITTED,
INFRASTRUCTURE COMMITTEE
WHEREAS, since early March 2020, Illinois has faced a pandemic that has caused extraordinary sickness and loss of life, infecting over 3,871,700\(^1\) and taking the lives of more than 35,450\(^2\) Illinois residents as of November 30, 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, the unprecedented burden on residents, healthcare providers, first responders, and governments through the State continues; 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 642.6 million\(^3\) confirmed cases of COVID-19 and 6.63 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 COVID-19 has continued to spread in Illinois, causing ongoing health and economic impacts, and as variants and subvariants of the virus, including the Omicron variant, have caused continuing additional risk and harm, the Governor of Illinois had declared all counties in the State of Illinois as a disaster area every month since March 2020; 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, social distancing, face coverings, and other public health precautions have proven to be critical in slowing and stopping the spread of COVID-19, especially when community spread of the disease is high; 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 November 30, 2022, there have been over 3.87 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 November 30, 2022, more than 35,450 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 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; and,

WHEREAS, the COVID-19 pandemic is not limited to the most populous counties, and all regions of the State continue to face significant COVID-19 risk; and,

WHEREAS, without precautions COVID-19 can spread exponentially, even in less populous areas; and,

WHEREAS, the U.S. has surpassed 98.67 million total cases and 1,079,837 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, if COVID-19 cases surge, the State could face a shortage of critical health care resources and health care staff; and,

WHEREAS, the effects of the COVID-19 pandemic have resulted in a nationwide shortage of healthcare professionals that is impacting the delivery of healthcare services in Illinois including the availability of staff, beds, and healthcare services in healthcare facilities, including State-operated facilities; and,

WHEREAS, in addition to causing the tragic loss of more than 35,450 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 4.6% in October 2022; and,

WHEREAS, the most recent unemployment data for Peoria County from the Illinois Department of Employment Security is from October 2022 and showed an unemployment rate of 5.3%, tied with three other counties for the eighth highest rate of the 102 counties; and,

WHEREAS, the Department of Commerce and Economic Opportunity continues working to address the economic crisis; 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 5th day of December, A.D., 2022.

James C. Dillon / Sharon K. Williams  
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](https://coronavirus.jhu.edu/map.html)
4 John Hopkins Coronavirus Resource Center: [https://coronavirus.jhu.edu/map.html](https://coronavirus.jhu.edu/map.html)
7 John Hopkins Coronavirus Resource Center: [https://coronavirus.jhu.edu/map.html](https://coronavirus.jhu.edu/map.html)
8 John Hopkins Coronavirus Resource Center: [https://coronavirus.jhu.edu/map.html](https://coronavirus.jhu.edu/map.html)