

Sharon K. Williams, District 1
Junior Watkins, District 2
Betty Duncan, District 3
Chairperson-Andrew A. Rand, District 4
Brandy Bryant, District 5
Eden S. Blair, District 6
James C. Dillon, District 7
Phillip Salzer, District 8
Kathrin Pastucha, District 9



Andrew A. Rand - Chairperson
Rachael Parker - County Clerk

Robert Reneau, District 10
Linda Daley, District 11
Rachel Reliford, District 12
Vice-Chairperson-James T. Fennell, District 13
Brian Elsasser, District 14
Steven Rieker, District 15
Matthew Windish, District 16
Jennifer Groves Allison, District 17
Paul Rosenbohm, District 18

**PEORIA COUNTY BOARD
MEETING AGENDA
Thursday, August 13, 2020
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.org

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

I. APPROVAL OF MINUTES

- Approval of July 9, 2020 County Board Meeting Minutes

II. PROCLAMATIONS AND PRESENTATIONS

- A proclamation recognizing the Community Workshop and Training Center, Inc. on its 60th anniversary
- A proclamation recognizing LaColis Reed for his service as a Commissioner on the Peoria County Board of Election Commissioners

III. SUSPENSION OF RULES

IV. CITIZENS' REMARKS

- In-person attendance by the public is discouraged for the August 13 Peoria County Board meeting due to space limitations allowing for proper social distancing, but residents may view it live on our Facebook page (Peoria County Gov) or on our YouTube page (Peoria County Government). Those who wish to enter in a public comment may do so by submitting their written statement to the Peoria County Clerk via email, fax, mail, or in-person drop-off by 3:00 p.m. on August 13.
- Email: countyclerk@peoriacounty.org
- Mail/in-person: Peoria County Clerk, 324 Main St, Room 101, Peoria, IL 61602
- Fax: (309) 672-6063
- Persons needing special accommodations to submit public comment, or requests to submit public comment/attend the meeting in person, may call the Peoria County Clerk's Office at (309) 672-6059 for arrangements.



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

- C1.** The Treasurer report consisting of the Bank and CD's Portfolio for the month of June 2020 and Revenue & Expenditure Reports for the month of May 2020.
- C2.** The Auditor's report of expenditures from Accounts Payable system is accessible at www.peoriacounty.org/auditor/transparency.
- C3.** A resolution (item 1 – conveyances; item 2 – defaulted reconveyance) 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 August 13, 2020 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 of an Intergovernmental Agreement between the County of Peoria and the Greater Peoria Sanitary and Sewage District, a Reimbursement Agreement between the County of Peoria and PDC Services, Inc., and a Reimbursement Agreement between the County of Peoria and Stormy Creek, LLC to effectuate a Cooperative Streambank Stabilization Project on a portion of Dry Run Creek in West Peoria.
- C5.** Ordinances from your Budget Committee providing for the issuance of not to exceed \$19,000,000.00 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, for the purpose of refunding outstanding bonds, and the issuance of not to exceed \$1,600,000.00 General Obligation (Limited Tax) Refunding Debt Certificates, Series 2020A, for the purpose of refunding outstanding debt certificates.
- C6.** A resolution from your Public Safety and Justice Committee recommending approval of a grant award in the amount of \$38,844.00 from the Illinois Law Enforcement Training and Standards Board for the reimbursement of in-car cameras for the Sheriff's Office.
- C7.** A resolution from your Public Safety and Justice Committee recommending approval of grant award in the amount of \$44,423.00 from the Children's Advocacy Centers of Illinois for the Peoria County Children's Advocacy Center.
- C8.** A resolution from your Public Safety and Justice Committee recommending approval of the annual salary of the Public Defender of Peoria County in the amount of \$161,064.16 effective July 1, 2020.
- C9.** A resolution from your County Operations Committee recommending settlement authority in an amount not to exceed \$54,000.00 be approved to settle Worker's Compensation Case No. 010015-005140-WC-01.
- C10.** A resolution from your Infrastructure Committee recommending approval of annual appropriation of Motor Fuel Tax (MFT) funds in the amount of \$3,000,000.00 for County Highway maintenance activities in accordance with Illinois Department of Transportation regulations for calendar year 2021.
- C12.** Chairman Appointments.



VI. ZONING ORDINANCE AND RESOLUTIONS

1. Case #024-20-U, Petition of Julie Varnold. A Special Use as required in Section 20.5.2.2.1.b of the Unified Development Ordinance. This section allows for a special use for a Major Home Occupation in the "A-2" Agriculture Zoning District, when the lot is less than 5 acres in size and/or is located within a platted subdivision. The petitioner proposes to operate a pet grooming business from a 1.31 acre parcel. Also, a Special Use as required in Section 20-7.3.2.3 of the Unified Development Ordinance to vary from the requirement that the home occupation may employ no more than one (1) person who is not a resident of the dwelling unit. The petitioner proposes to employ two (2) people who are not residents of the dwelling unit. Also, a Special Use as required in Section 20-7.3.2.7 of the Unified Development Ordinance to vary from the requirement that the home occupation shall not be open to the public between the hours of 7:00 pm and 9:00 am. The petitioner proposes to open the business at 8:00 am. Also, a Special Use as required in Section 20-7.3.5.1 of the Unified Development Ordinance to vary from the requirement that the home occupation shall occupy no more than 1,000 square feet of an accessory structure which may be used for storage purposes only. The petitioner proposes to operate the business from a 432 square foot accessory structure. The parcel is located in Medina Township. The Zoning Board of Appeals recommends approval with restrictions. The Land Use Committee concurs.
2. Case #028-20-V, Petition of Josh Watson as agent for USCOC of Central Illinois. A Variance request from Section 20-7.1.1.2 of the Unified Development Ordinance, which requires that the height of a telecommunication facility shall not exceed 75 feet, if located in a residential zoning district. The petitioner proposes to construct a telecommunications tower at a height of 195 feet in the "R-R" Rural Residential Zoning District, resulting in a variance request of 120 feet. Also, a Variance request from Section 20-7.1.1.3 of the Unified Development Ordinance, which requires that the lot line set back distance to the nearest residential zoned lot shall be at least 50% of the height of the telecommunication facility's supporting structure. The petitioner proposes to construct a telecommunications tower at a distance of 82 feet 1 inch from the residential lot to the north, resulting in a variance request of 15 feet 5 inches. The parcel is located in Kickapoo Township. The Zoning Board of Appeals recommends approval. The Land Use Committee concurs.
3. A resolution from your Executive Committee recommending approval of an Intergovernmental Agreement between Peoria County, the City of Farmington, Fulton County, and Village of Hanna City for the formation of the Hanna City Trail Negotiation Commission.
4. A resolution from your County Operations Committee recommending approval of the most responsive bid of Berry Dunn McNeil and Parker, LLC (BerryDunn), Portland, ME, for Enterprise Resource Planning (ERP) software selection consultant services, in an amount not to exceed \$113,900.00. *(Pending Committee Approval)*.

VII. MISCELLANEOUS AND ANNOUNCEMENTS

VIII. ADJOURNMENT

Sharon K. Williams, District 1
Junior Watkins, District 2
Betty Duncan, District 3
Chairperson-Andrew A. Rand, District 4
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**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, Daley, Dillon, Duncan, Elsasser, Fennell, Groves Allison, Pastucha, Rand, Reliford, Reneau, Rieker, Rosenbohm, Salzer, Watkins, and Williams, with Members Bryant and Windish absent.

I. APPROVAL OF MINUTES

- Approval of June 11, 2020 County Board Regular Meeting Minutes
- Approval of June 16, 2020 County Board Special Meeting Minutes

The approval of minutes was taken after the suspension of rules. For that item, please see below.

Member Bryant entered the meeting.

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

II. SUSPENSION OF RULES

Member Fennell moved to suspend the rules to allow for remote participation, to hold the meeting without the public's presence, and suspending the section for citizens to speak in person; Member Rosenbohm seconded. The motion passed by a unanimous roll call vote of 16 ayes.

III. CITIZENS' REMARKS

County Clerk Rachael Parker read the submitted public comment. See attached for the public comment.

IV. CONSENT AGENDA (including reports to be filed)



Peoria County Board Minutes
Thursday, July 9, 2020

- C1.** The Treasurer report consisting of the Bank and CD's Portfolio for the month of May 2020 and Revenue & Expenditure Reports for the month of April 2020.
- C2.** The Auditor's report of expenditures from Accounts Payable system is accessible at www.peoriacounty.org/auditor/transparency.
- C3.** A resolution (items 1-3 – 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 July 9, 2020 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 of Phase 2 Downstate Small Business Stabilization Program Grant Applications.
- C5.** An Ordinance from your Budget Committee authorizing the issuance by the County of Peoria Illinois, of General Obligation Refunding Bonds (Alternate Revenue Source) in an aggregate principal amount not to exceed \$43,000,000.00 for the purpose of refunding bonds issued to finance a new senior care facility, and related improvements, facilities and cost in Peoria County.
- C6.** A resolution from your Public Safety and Justice Committee recommending approval of an Online Dispute Resolution Grant from the American Arbitration Association-International Centre for Dispute Resolution Foundation in the amount of \$25,000.00 and associated budget appropriation in Courts Administration in the amount of \$25,000.00 to reflect the grant award.
- C7.** A resolution from your Public Safety and Justice Committee recommending approval of SFY21 Family Violence Coordinating Council Grant from the Illinois Criminal Justice Information Authority in the amount of \$38,800.00 and associated budget appropriation in the amount of \$38,800.00 to reflect the grant award.
- C8.** A resolution from your Infrastructure Committee recommending approval of the quotation received from of R.A. Cullinan & Son, Tremont, IL for Township Motor Fuel Tax deliver and install proposal for sealcoating and tilling Radnor Township roads.
- C9.** Chairman Appointments.

Member Rosenbohm moved to approve the Consent Agenda and Member Daley seconded. Member Elsasser asked to pull Item C5. The Consent Agenda, except for Item C5, was approved by a unanimous roll call vote of 17 ayes.

C5. An Ordinance authorizing issuance of bonds to refund bonds issued to finance a new senior care facility, and related improvements, facilities and cost.

Member Williams moved to approve Item C5 and Member Fennell seconded. Mr. Sorrel detailed that the ordinance is the first step in refinancing the Heddington Oaks bonds and that it notifies the current bondholder about the intention to refinance. He noted the earliest the County could



issue the bonds would be in the fourth quarter.

Member Elsasser inquired about receiving a better interest rate, and Mr. Sorrel explained that there would be substantial savings in the rate and that the life of the bond would be extended to keep the annual payment within the \$0.06 tax levy. He identified that taking savings from the lower rate and maintaining the time frame would not be enough to keep the payment within the tax levy. Member Elsasser asked about the life of the current bond, and Mr. Sorrel discussed that the bond is in year 10 of 30 and that it is expected to be refinanced to near a 30-year bond. Member Elsasser asked about a difference in the rate with a longer-term, and Mr. Sorrel conveyed that the rate will be dependent upon the bond market at the time the bonds are issued. He emphasized that the Board would approve the refunding bond.

Member Pastucha asked about the reasoning to extend the term, and Mr. Sorrel reported that without the extension, the \$0.06 levy would not cover bond payments. Chairman Rand informed that bond counsel is retained to help assemble the proper documents that are then released to financial institutions. Mr. Sorrel detailed the bond counsel and financial advisors' relationship in the process. Chairman Rand discussed the rate differential for issuing taxable or non-taxable bonds, and Mr. Sorrel informed that in a worst-case scenario, a non-taxable bond is expected to be between 15 and 25 basis points better than taxable. Member Elsasser asked about the current bond type, and Mr. Sorrel conveyed that they are non-taxable. Chairman Rand brought up that there can be a difference in fees related to the bond type and suggested an examination of strategy on which to issue. Item C5 was approved by a unanimous roll call vote of 17 ayes.

V. ZONING ORDINANCE AND RESOLUTIONS

1. Case 022-20-S, Petition of Peoria County. A Text Amendment to Chapter 20, Article 2, Section 2.2.6 ("Hearing Procedures"), Article 3, Section 3.5 ("Special Use Permits"), Article 7, Section 7.18 ("Cannabis Business Establishments"), and Article 11, Section 11.1 ("Definitions") of the Peoria County Code. The Zoning Board of Appeals recommends approval. The Land Use Committee concurs.

Member Dillon moved to approve the resolution and Member Reneau seconded. Member Dillon discussed that the changes are to clean up the ordinance relating to cannabis. The resolution passed by a unanimous roll call vote of 17 ayes.

2. Case #018-20-U, Petition of Debra S. Silzer. 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 petition proposes to divide an existing 23.06 acre parcel into 3 parcels of approximately 13.6 acres, 8.7 acres, and 1 acre. The parcel is located in Rosefield Township. The Zoning Board of Appeals recommends approval with restriction. 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.

3. Case W04-20, Petition of Debra Silzer. A resolution from your Land Use Committee recommending approval of a waiver of compliance from Section 20-8.3.4.1.b.2.a of the Unified Development Ordinance. This section requires a new minor subdivision to have public water supply. The petitioner proposes to create a 3-lot subdivision with lots served by private well. The parcel is located in Rosefield Township.



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

4. SUSPENSION OF RULES

Assistant State's Attorney, Jennie Cordis Boswell, explained that the rules must be suspended to take the following item because it did not come through committee before coming to the full Board. Member Fennell moved to suspend the rules and Member Williams seconded. The motion passed by a unanimous roll call vote of 17 ayes.

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

Member Blair moved to approve the resolution and Member Bryant seconded. Mr. Sorrel detailed the disaster proclamation and that the need for the declaration persists. Member Elsasser and Chairman Rand clarified that the proclamation covers the expenses incurred due to the response to the pandemic, that it lasts for 30 days, and that there is no timetable for when the public will be able to attend meetings. Member Rosenbohm inquired about the length of time that the disaster proclamations will need to be extended, and Chairman Rand discussed that the response and spread are ongoing and that precautions will last for a while. The resolution was approved by a unanimous roll call vote of 17 ayes.

VI. MISCELLANEOUS AND ANNOUNCEMENTS

Chairman Rand congratulated Member Reliford. He also highlighted the inclusion of Member Watkins and his wife Jackie as 2020 Local Legends in the IBI magazine.

Member Duncan recognized Member Watkins and noted that she learned some history from the article.

Member Dillon noted that Member Watkins is a quiet legend and that everyone knows him and his wife. He expressed that Peoria is better for having Member Watkins and Jackie. He summarized that the Veterans Memorial brick engraving is complete and thanked the engraver for his work in the heat.

County Clerk Parker thanked the Board Members for their acts of kindness for her son.

VII. ADJOURNMENT

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



The following public comment was submitted. Redaction has been made for compliance with the Freedom of Information Act.

DATE: July 9, 2020

TO: Peoria County Board

RE: Citizen Remarks

FROM: Elizabeth Cashman

Dear Members,

Once again, I speak to you regarding your decision to relocate Heddington Oaks residents during this unprecedented pandemic. Your emotional hesitancy was appreciated but in no way excuses the closure that was implemented. In retrospect, I find it even more baffling than while we were going through the ordeal. At the time, I was just concerned with my mother's well-being. Now I see the impact on all the residents and the community.

It *seems* inconceivable that the Illinois Department of Public Health would authorize the release of these patients before the lockdown was lifted. Even some facilities I contacted would not allow a move at that time. You may write me off as a grieving daughter (I am) but I trusted my elected officials to act in our best interests with such a monumental arrangement. This is not personal; this is about public policy and the credibility of government standards and protocol.

The reason Heddington Oaks was forced to close at such a time needs to be explained to the public.

Sincerely,

Elizabeth Cashman





PROCLAMATION

WHEREAS, Peoria County congratulates the Community Workshop and Training Center, Inc. (CWTC) on celebrating its 60th anniversary; and

WHEREAS, CWTC was founded in 1960 by a group of parents wanting to provide their adult age children and other adults living with disabilities the opportunity to build job skills training and pursue continuing educational opportunities; and

WHEREAS, CWTC began with 13 consumers and one staff member in 1960 and now serves an average of 450 individuals annually throughout Central Illinois; and

WHEREAS, CWTC programs and services provide an enriched quality of life and optimized potential for independence for people living with disabilities; and

WHEREAS, CWTC provides programing and services in community employment, community integration, and community services; and

WHEREAS, CWTC is an exemplary community partner and serves the community through advocacy and volunteerism; and

WHEREAS, Peoria County honors CWTC for its 60-year commitment to serving adults living with disabilities with dignity and respect; and

NOW THEREFORE I, Andrew A. Rand, Chairman of the Peoria county Board, on behalf of the County Board, do hereby recognize the Community Workshop and Training Center, Inc. on its 60th Anniversary.

Dated this 13th day of August, A.D., 2020

A handwritten signature in black ink, appearing to read 'Andrew A. Rand', written over a horizontal line.

Andrew A. Rand
PEORIA COUNTY BOARD CHAIRMAN

A handwritten signature in black ink, appearing to read 'Rachael Parker', written over a horizontal line.

Rachael Parker
PEORIA COUNTY CLERK

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For
PROCLAMATION

County of Peoria, Illinois
Bank Account Portfolio
As of June 30, 2020

Account Name	Account Balance		Variance		Interest	Notes
	Current Month	Prior Month	Amount	Percent	Amount	
<u>Accounts at Illinois National Bank</u>						
Payroll	1,155,009	157,895	997,113	631.50%	3	S,C
Juror's Payroll	30,831	31,964	-1,133	-3.54%		C
Peoria County Employee Benefit Plan	53,649	564,988	-511,339	-90.50%		C
Peoria County Flex Spending Acct	119,666	131,089	-11,423	-8.71%		C
County Collector	29,986,018	22,372,284	7,613,734	34.03%	261	S
Operating	9,833,213	8,806,378	1,026,835	11.66%	17,735	S
Peoria County Forfeiture - State	431,398	431,395	4	0.00%	4	S
Peoria County Forfeiture - Federal	17,948	17,948	0	0.00%		C
Emergency Telephone System-E911	4,158,382	3,969,904	188,477	4.75%	35	S
Trust & Condemnation	37,480	37,480	0	0.00%		D
County Motor Fuel	2,575,754	2,353,443	222,311	9.45%	22	S
Township Bridge	555,854	555,849	5	0.00%	5	S
Township Motor Fuel	1,955,519	1,873,551	81,968	4.38%	17	S
CDAP	760,672	759,216	1,455	0.19%	7	S
VSP - HRA	771,223	778,121	-6,898	-0.89%		C
Clearing Account	103,325	79,755	23,570			C
Abandoned Property Program	3,100	3,100	0			C
Rural Transportation	115,151	137,060	-21,909	-15.98%	16	C
Total Accounts at Illinois National Bank	52,664,193	43,061,420	9,602,773	22.30%	18,104	
<u>Accounts at Morton Community Bank</u>						
Capital Improvement	245,965	245,954	11	0.00%	11	M
Operating - Investment	19,120,366	19,106,097	14,270	0.07%	14,270	ICS
County Motor Fuel - Investment	4,308,011	4,304,762	3,249	0.08%	3,249	ICS
Total Accounts at Morton Community Bank	23,674,342	23,656,813	17,529	0.07%	17,529	
<u>Accounts at Commerce Bank</u>						
General Investment Acct	5,373,403	5,374,001	-598	-0.01%	-598	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

County of Peoria, Illinois
Certificate of Deposit Portfolio
As of June 30, 2020

	Investment Amount	Purchased Date	Maturity Date	Term (Months)	Interest Rate
<u>Associate Bank</u>					
Employee Health Fund	400,000	12/5/19	1/5/21	13	1.65%
Total for Bank	400,000				
<u>Busey Bank</u>					
County Health-TB Fund	200,977	4/7/20	7/7/21	15	0.75%
Total for Bank	200,977				
<u>The F & M Bank</u>					
Employee Health Fund	1,000,000	8/30/19	8/30/20	12	2.00%
Total for Bank	1,000,000				
<u>Morton Community Bank</u>					
County Health Fund	500,000	12/5/19	12/3/20	12	1.86%
Employee Health Fund	1,000,000	9/5/19	9/3/20	12	2.05%
Employee Health Fund	400,000	12/5/19	12/3/20	12	1.86%
Total for Bank	1,900,000				
<u>Princeville State Bank</u>					
Employee Health Fund	400,000	12/19/19	12/20/20	12	1.54%
Employee Health Fund	1,000,000	2/10/20	8/10/21	18	1.98%
Total for Bank	1,400,000				
<u>Recap by Fund:</u>					
030 County Health & TB Fund	700,977				
081 Employee Health Fund	4,200,000				
Total Certificate of Deposits	4,900,977				
 Total Banks	 4,900,977				
Difference	0				

DATE: 08/06/2020
TIME: 14:09:53

PEORIA COUNTY, IL
REVENUE STATUS REPORT

PAGE NUMBER: 1
REVSTA11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/20

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

FUND TYPE-1 GENERAL

2ND SUBT- - - - TITLE - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
31001 PROPERTY TAXES	8,027,625.00	.00	.00	.00	8,027,625.00	.00
31401 OTHER TAXES	736,000.00	.00	.00	.00	736,000.00	.00
32209 BUILDING/ZONING PERMITS	295,000.00	34,265.70	.00	108,942.90	186,057.10	36.93
32219 MARRIAGE LICENSES	89,000.00	4,550.00	.00	19,040.00	69,960.00	21.39
32221 LICENSES/PERMITS	1,005,900.00	72,148.17	.00	352,136.42	653,763.58	35.01
33110 FEDERAL GRANT	4,540.00	.00	.00	4,536.00	4.00	99.91
33350 STATE REVENUE	1,724,815.00	131,342.45	.00	557,595.49	1,167,219.51	32.33
33509 INCOME TAX	7,208,210.00	667,176.45	.00	3,307,532.97	3,900,677.03	45.89
33529 STATE REIMBURSEMENT-SALA	1,657,295.00	264,684.22	.00	754,946.91	902,348.09	45.55
33540 INTERGOVERNMENTAL REVENU	132,560.00	195.00	.00	18,337.40	114,222.60	13.83
33900 SALES TAXES	12,780,000.00	815,618.71	.00	4,888,153.05	7,891,846.95	38.25
34050 POLICE PROTECTION CTRCT	1,717,175.00	105,194.00	.00	689,823.83	1,027,351.17	40.17
34060 ANIMAL PROTECT CONTRACT	319,535.00	.00	.00	81,061.00	238,474.00	25.37
34110 FEES AND CHARGES	3,339,400.00	176,513.52	.00	1,183,057.83	2,156,342.17	35.43
34150 REVENUE STAMPS	320,000.00	23,735.25	.00	106,424.50	213,575.50	33.26
34171 WARRANTS SERVICE	170,000.00	3,154.14	.00	35,387.28	134,612.72	20.82
34190 DETENTION CHARGE FEDERAL	750,000.00	.00	.00	262,080.00	487,920.00	34.94
34194 RENT-BUILDING	166,740.00	12,894.78	.00	76,473.90	90,266.10	45.86
34240 COURT SECURITY FEES	301,000.00	11,270.77	.00	97,038.05	203,961.95	32.24
34400 IMPOUND	7,400.00	292.00	.00	1,581.00	5,819.00	21.36
34401 ADOPTION	56,000.00	2,790.00	.00	15,840.00	40,160.00	28.29
34650 CHARGES FOR SERVICES	2,094,990.00	86,225.62	.00	525,472.49	1,569,517.51	25.08
35110 COURT FINES	500,000.00	27,809.39	.00	139,339.98	360,660.02	27.87
35120 FINES FOR COURT USAGE	144,000.00	5,731.34	.00	46,154.64	97,845.36	32.05
35140 REDEMPTION	37,000.00	2,750.00	.00	10,705.00	26,295.00	28.93
35910 INTEREST	72,440.00	2.39	.00	41,556.71	30,883.29	57.37
36001 MISCELLANEOUS REVENUES	1,299,410.00	111,964.46	.00	541,604.59	757,805.41	41.68
37500 ASSET DISPOSAL PROCEEDS	18,000.00	6,636.00	.00	8,653.00	9,347.00	48.07
42000 TRANSFER IN	95,640.00	4,011.70	.00	20,726.87	74,913.13	21.67
TOTAL GENERAL	45,069,675.00	2,570,956.06	.00	13,894,201.81	31,175,473.19	30.83

DATE: 08/06/2020
TIME: 14:13:21

PEORIA COUNTY, IL
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/20

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

FUND TYPE-1 GENERAL

2ND SUBTOTAL	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
	TITLE NOT FOUND	.00	57,770.99	12,485.44	91,834.00	-104,319.44	.00
51030	FULL-TIME EMPLOYEES	20,432,913.00	1,610,278.75	9,118,680.53	7,948,018.19	3,366,214.28	83.53
51032	PERSONAL SERVICES	2,709,196.00	145,357.13	659,808.81	1,048,647.35	1,000,739.84	63.06
51240	MEDICAL/HEALTH BENEFITS	3,184,584.00	221,635.38	1,069,368.97	1,131,898.78	983,316.25	69.12
51500	IMRF\FICA	42,975.00	.00	.00	.00	42,975.00	.00
52040	FOOD	351,600.00	17,765.58	.00	143,121.37	208,478.63	40.71
52090	MAINTENANCE SUPPLIES	97,500.00	4,814.12	.00	41,817.90	55,682.10	42.89
52200	COMMODITIES	834,696.00	57,578.08	13,443.11	349,290.99	471,961.90	43.46
53018	AUDITING ACCTG COSTS	101,500.00	.00	.00	73,500.00	28,000.00	72.41
53020	POSTAGE	16,050.00	.00	.00	10,190.38	5,859.62	63.49
53050	MEDICAL SERVICES	1,080,200.00	76,238.05	.00	480,460.47	599,739.53	44.48
53068	FLEET MAINTENANCE EXPENS	645,435.00	53,786.25	.00	268,931.25	376,503.75	41.67
53070	CONSULTANT SERVICES	520,716.00	-375.00	38,953.90	236,982.50	244,779.60	52.99
53080	ELECTION RELATED COSTS	36,408.00	.00	.00	18,112.71	18,295.29	49.75
53124	PUBLIC DEFENDER SERVICES	1,064,100.00	84,594.18	.00	425,562.28	638,537.72	39.99
53350	CONTRIBUTIONS & GRANTS	78,300.00	.00	.00	70,390.50	7,909.50	89.90
53360	MICROFILMING/FILM DEVELO	14,465.00	.00	683.11	9,323.03	4,458.86	69.17
53599	UTILITIES GAS/ELECTRIC	641,400.00	27,569.42	.00	196,612.59	444,787.41	30.65
53790	COMPUTER EQUIP MAINT	87,200.00	2,714.51	.00	47,191.98	40,008.02	54.12
53999	CONFERENCES & SEMINARS	45,057.00	200.00	.00	15,655.57	29,401.43	34.75
54001	CONTRACTUAL SERVICES	6,196,334.00	572,073.49	202,594.87	2,822,493.57	3,171,245.56	48.82
55080	VEHICLES	331,250.00	11,209.50	.00	342,460.00	-11,210.00	103.38
61000	TRANSFERS OUT	2,093,740.00	208,097.21	.00	1,112,749.91	980,990.09	53.15
	TOTAL GENERAL	40,605,619.00	3,151,307.64	11,116,018.74	16,885,245.32	12,604,354.94	68.96

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FUND TYPE-2 SPECIAL REVENUE

2ND SUBT- - - - TITLE - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
31001 PROPERTY TAXES	15,994,910.00	.00	.00	.00	15,994,910.00	.00
32129 FOOD LICENSES	647,000.00	6,930.00	.00	521,055.00	125,945.00	80.53
32221 LICENSES/PERMITS	32,500.00	2,350.00	.00	10,675.00	21,825.00	32.85
33110 FEDERAL GRANT	769,000.00	28,207.17	.00	86,759.37	682,240.63	11.28
33350 STATE REVENUE	4,789,308.00	1,513,584.19	.00	2,106,341.68	2,682,966.32	43.98
33509 INCOME TAX	1,490,170.00	203,659.70	.00	795,563.01	694,606.99	53.39
33525 MOTOR FUEL TAX ALLOTMENT	4,352,500.00	264,212.01	.00	1,630,364.51	2,722,135.49	37.46
33529 STATE REIMBURSEMENT-SALA	1,674,800.00	240,420.21	.00	925,801.50	748,998.50	55.28
33540 INTERGOVERNMENTAL REVENU	314,000.00	2,353.33	.00	11,880.13	302,119.87	3.78
34110 FEES AND CHARGES	298,100.00	10,316.66	.00	76,773.21	221,326.79	25.75
34194 RENT-BUILDING	21,700.00	1,750.00	.00	11,750.00	9,950.00	54.15
34220 FLEET MAINTENANCE FEES	679,785.00	56,548.75	.00	283,943.75	395,841.25	41.77
34230 BIRTH AND DEATH FEES	265,000.00	-3,928.00	.00	78,345.00	186,655.00	29.56
34260 WASTE DISPOSAL SURCHARGE	210,000.00	17,140.07	.00	76,814.09	133,185.91	36.58
34620 PATIENT INCOME-PUBLIC AI	460,000.00	2,586.92	.00	95,287.01	364,712.99	20.71
34630 PATIENT INCOME-PRIVATE	91,500.00	326.00	.00	13,083.77	78,416.23	14.30
34650 CHARGES FOR SERVICES	5,175,546.00	321,735.98	.00	1,409,530.16	3,766,015.84	27.23
35125 RESTITUTION	.00	.00	.00	7,371.00	-7,371.00	.00
35910 INTEREST	514,930.00	12,087.13	.00	170,606.13	344,323.87	33.13
36001 MISCELLANEOUS REVENUES	163,750.00	22,366.65	.00	46,580.11	117,169.89	28.45
42000 TRANSFER IN	1,934,425.00	135,833.35	.00	679,166.75	1,255,258.25	35.11
TOTAL SPECIAL REVENUE	39,878,924.00	2,838,480.12	.00	9,037,691.18	30,841,232.82	22.66

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FUND TYPE-2 SPECIAL REVENUE

2ND SUBTOTAL	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
	TITLE NOT FOUND	2,000.00	1,641.61	.00	4,472.20	-2,472.20	223.61
51030	FULL-TIME EMPLOYEES	9,507,677.00	697,815.61	4,008,338.35	3,450,844.36	2,048,494.29	78.45
51032	PERSONAL SERVICES	849,177.00	43,529.13	121,191.69	285,954.02	442,031.29	47.95
51240	MEDICAL/HEALTH BENEFITS	1,346,295.00	104,756.00	477,832.27	532,425.19	336,037.54	75.04
51500	IMRF\FICA	8,641,201.00	592,903.87	1,138,027.88	3,590,506.71	3,912,666.41	54.72
52040	FOOD	114,150.00	732.97	.00	41,245.11	72,904.89	36.13
52090	MAINTENANCE SUPPLIES	542,359.00	14,690.25	.00	205,095.06	337,263.94	37.82
52100	GAS AND OIL PRODUCTS	487,000.00	21,310.71	.00	166,603.59	320,396.41	34.21
52120	EMERGENCY RELIEF	27,907.00	.00	.00	2,696.00	25,211.00	9.66
52200	COMMODITIES	3,590,328.00	94,920.15	14,235.93	1,169,561.40	2,406,530.67	32.97
53018	AUDITING ACCTG COSTS	1,650.00	.00	.00	.00	1,650.00	.00
53020	POSTAGE	21,000.00	141.27	.00	16,090.76	4,909.24	76.62
53040	DEPENDENT CHILD CARE	145,398.00	11,183.25	.00	40,404.00	104,994.00	27.79
53050	MEDICAL SERVICES	500,317.00	23,593.34	186,986.80	130,534.93	182,795.27	63.46
53068	FLEET MAINTENANCE EXPENS	22,950.00	1,812.50	.00	10,262.50	12,687.50	44.72
53070	CONSULTANT SERVICES	634,089.00	429.20	66,788.75	65,423.46	501,876.79	20.85
53085	RECYCLING HAUL/PROCESS	75,000.00	877.34	.00	4,924.31	70,075.69	6.57
53279	PROGRAM DEVELOP/COORDINA	884,844.00	.00	.00	233,070.54	651,773.46	26.34
53300	AUTO REPAIR/MAINTENANCE	151,000.00	2,478.22	.00	25,529.46	125,470.54	16.91
53320	BRIDGE REPAIR	110,000.00	.00	.00	26,387.42	83,612.58	23.99
53340	HIGHWAY REPAIR	374,000.00	.00	.00	2,237.50	371,762.50	.60
53350	CONTRIBUTIONS & GRANTS	214,522.00	.00	.00	26,300.07	188,221.93	12.26
53360	MICROFILMING/FILM DEVELO	42,460.00	.00	2,459.20	18,318.34	21,682.46	48.93
53599	UTILITIES GAS/ELECTRIC	228,200.00	6,611.03	.00	74,309.31	153,890.69	32.56
53999	CONFERENCES & SEMINARS	113,858.00	315.00	.00	28,045.89	85,812.11	24.63
54001	CONTRACTUAL SERVICES	5,098,923.00	281,461.34	46,181.75	2,072,209.81	2,980,531.44	41.55
55080	VEHICLES	49,532.00	.00	.00	19,532.00	30,000.00	39.43
55100	CAPITAL OUTLAY	5,049,114.00	805.58	.00	447,109.68	4,602,004.32	8.86
57001	DEBT SERVICE PAYMENTS	642,677.00	11,346.80	.00	649,771.10	-7,094.10	101.10
61000	TRANSFERS OUT	238,140.00	4,011.70	.00	20,726.87	217,413.13	8.70
	TOTAL SPECIAL REVENUE	39,705,768.00	1,917,366.87	6,062,042.62	13,360,591.59	20,283,133.79	48.92

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FUND TYPE-3 DEBT SERVICE

2ND SUBT- - - -	TITLE - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
31001	PROPERTY TAXES	420,000.00	.00	.00	.00	420,000.00	.00
35910	INTEREST	25,000.00	.00	.00	6,501.28	18,498.72	26.01
36000	MISCELLANEOUS REVENUES	395,785.00	.00	.00	.00	395,785.00	.00
42000	TRANSFER IN	3,900,885.00	394,850.74	.00	2,369,104.44	1,531,780.56	60.73
TOTAL DEBT SERVICE		4,741,670.00	394,850.74	.00	2,375,605.72	2,366,064.28	50.10

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FUND TYPE-3 DEBT SERVICE

2ND SUBTOTAL- - - - TITLE - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
54001 CONTRACTUAL SERVICES	5,800.00	.00	.00	825.00	4,975.00	14.22
57001 DEBT SERVICE PAYMENTS	4,748,660.00	.00	.00	1,109,104.38	3,639,555.62	23.36
TOTAL DEBT SERVICE	4,754,460.00	.00	.00	1,109,929.38	3,644,530.62	23.35

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FUND TYPE-4 CAPITAL PROJECTS

2ND SUBT- - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
33900 SALES TAXES	4,560,550.00	292,047.09	.00	1,721,123.12	2,839,426.88	37.74
35910 INTEREST	79,500.00	.00	.00	18,996.67	60,503.33	23.90
36001 MISCELLANEOUS REVENUES	.00	.00	.00	300.00	-300.00	.00
42000 TRANSFER IN	800,000.00	.00	.00	.00	800,000.00	.00
TOTAL CAPITAL PROJECTS	5,440,050.00	292,047.09	.00	1,740,419.79	3,699,630.21	31.99

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FUND TYPE-4 CAPITAL PROJECTS

2ND SUBTOTA-	- - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
52200	COMMODITIES	15,986.00	.00	.00	.00	15,986.00	.00
54001	CONTRACTUAL SERVICES	147,610.00	.00	14,900.00	12,835.00	119,875.00	18.79
55100	CAPITAL OUTLAY	1,239,573.00	170,927.06	186,518.19	953,240.92	99,813.89	91.95
61000	TRANSFERS OUT	3,883,620.00	322,586.88	.00	1,935,521.28	1,948,098.72	49.84
	TOTAL CAPITAL PROJECTS	5,286,789.00	493,513.94	201,418.19	2,901,597.20	2,183,773.61	58.69

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FUND TYPE-5 INTERNAL SERVICE

2ND SUBT- - - - TITLE - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
31001 PROPERTY TAXES	1,402,285.00	.00	.00	.00	1,402,285.00	.00
34110 FEES AND CHARGES	4,978,535.00	414,508.75	.00	2,076,970.75	2,901,564.25	41.72
34300 HEALTH FEES-EMPLOYEE	2,397,600.00	218,424.08	.00	761,006.21	1,636,593.79	31.74
34310 HEALTH FEES-EMPLOYER	6,505,920.00	658,352.89	.00	2,064,497.08	4,441,422.92	31.73
34650 CHARGES FOR SERVICES	400,000.00	38,471.00	.00	190,853.00	209,147.00	47.71
35910 INTEREST	137,470.00	.00	.00	21,651.90	115,818.10	15.75
36001 MISCELLANEOUS REVENUES	1,873,995.00	116,507.08	.00	547,880.64	1,326,114.36	29.24
TOTAL INTERNAL SERVICE	17,695,805.00	1,446,263.80	.00	5,662,859.58	12,032,945.42	32.00

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FUND TYPE-5 INTERNAL SERVICE

2ND SUBTOTAL	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51030	FULL-TIME EMPLOYEES	1,588,077.00	123,683.60	692,078.09	603,036.28	292,962.63	81.55
51032	PERSONAL SERVICES	521,050.00	-207,328.88	.00	54,648.57	466,401.43	10.49
51240	MEDICAL/HEALTH BENEFITS	368,250.00	14,127.76	51,818.71	205,620.76	110,810.53	69.91
51750	MEDICAL CLAIMS	5,939,489.00	541,761.97	.00	2,861,359.42	3,078,129.58	48.18
51760	PRESCRIPTION DRUGS	1,329,396.00	211,208.21	.00	660,641.62	668,754.38	49.69
51800	UNEMPLOYMENT CLAIMS	55,000.00	.00	.00	.00	55,000.00	.00
51810	WORKER'S COMP CLAIMS	200,000.00	22,950.88	.00	165,474.09	34,525.91	82.74
52040	FOOD	1,000.00	.00	.00	439.60	560.40	43.96
52200	COMMODITIES	329,620.00	7,678.55	62,368.74	84,603.08	182,648.18	44.59
53020	POSTAGE	266,000.00	35,801.69	.00	119,422.60	146,577.40	44.90
53046	LIABILITY CLAIMS	200,800.00	24,595.00	.00	215,850.04	-15,050.04	107.50
53050	MEDICAL SERVICES	35,000.00	215.00	.00	6,395.00	28,605.00	18.27
53054	EXCESS INSURANCE	1,731,218.00	71,855.04	.00	1,202,144.92	529,073.08	69.44
53070	CONSULTANT SERVICES	220,000.00	4,875.00	61,237.50	16,122.14	142,640.36	35.16
53999	CONFERENCES & SEMINARS	27,500.00	.00	.00	1,950.00	25,550.00	7.09
54001	CONTRACTUAL SERVICES	3,284,495.00	259,837.34	360,555.14	1,575,863.90	1,348,075.96	58.96
55100	CAPITAL OUTLAY	348,500.00	15,171.00	13,260.00	149,597.75	185,642.25	46.73
	TOTAL INTERNAL SERVICE	16,445,395.00	1,126,432.16	1,241,318.18	7,923,169.77	7,280,907.05	55.73

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FUND-076 PEORIA COUNTY PARKING FAC

2ND SUBT- - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
34196 RENT-PARKING	245,000.00	11,592.00	.00	88,385.81	156,614.19	36.08
35910 INTEREST	19,000.00	.00	.00	7,757.42	11,242.58	40.83
TOTAL PEORIA COUNTY PARKING F	264,000.00	11,592.00	.00	96,143.23	167,856.77	36.42
 TOTAL REPORT	 264,000.00	 11,592.00	 .00	 96,143.23	 167,856.77	 36.42

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FUND-076 PEORIA COUNTY PARKING FAC

2ND SUBTOTAL	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51030	FULL-TIME EMPLOYEES	10,000.00	.00	6,769.75	.00	3,230.25	67.70
51240	MEDICAL/HEALTH BENEFITS	.00	.00	290.18	.00	-290.18	.00
52090	MAINTENANCE SUPPLIES	500.00	.00	.00	.00	500.00	.00
52200	COMMODITIES	-4,000.00	.00	.00	4,886.00	-8,886.00	-122.15
53070	CONSULTANT SERVICES	80,000.00	6,764.01	.00	37,671.24	42,328.76	47.09
53599	UTILITIES GAS/ELECTRIC	9,500.00	477.35	.00	3,084.90	6,415.10	32.47
54001	CONTRACTUAL SERVICES	73,937.00	3,779.62	.00	16,382.69	57,554.31	22.16
56001	BUILDING DEPRECIATION	.00	10,303.29	.00	51,516.45	-51,516.45	.00
	TOTAL PEORIA COUNTY PARKING F	169,937.00	21,324.27	7,059.93	113,541.28	49,335.79	70.97
TOTAL REPORT		169,937.00	21,324.27	7,059.93	113,541.28	49,335.79	70.97

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
07-20-001	0819165	SAL	SONYA WILSON	17-13-478-017	LIMESTONE	824.50	180.31	7.50	128.00	450.00	58.69
07-20-002	201601720	DEF-RE	TIFFANY HAWKINS	18-18-182-023	CITY OF PEORIA	664.00	29.59	0.00	0.00	311.95	322.46
Totals						\$1,488.50	\$209.90	\$7.50	\$128.00	\$761.95	\$381.15

Steven Rieker - Chairman

Rachael Reliford

Sharon Williams - Vice-Chairman

Phillip Salzer

Jennifer Groves Allison

William Watkins, Jr.

James Fennell

Committee Members

Clerk Fees	\$209.90
Recorder/Sec of State Fees	\$128.00
Total to County	\$719.05

Approved 7/29/20 (7-0 votes)

AGENDA BRIEFING

COMMITTEE: Executive Committee
MEETING DATE: July 29, 2020

LINE ITEM: N/A
AMOUNT: N/A

ISSUE: RESOLUTION: Erosion mitigation project along Dry Run Creek in West Peoria.

BACKGROUND/DISCUSSION:

As discussed at the June 2020 Infrastructure and Executive Committees, in 1994, an Emergency Watershed Protection project was funded through the USDA to put in gabion baskets (erosion protection) along the slopes and banks of the Dry Run Creek, west of the Swords Avenue (County Highway D46) bridge in West Peoria. The gabion baskets are located on private property on both sides on the creek (north and south).

Late in 2019, the gabion walls in the creek adjacent to the county's Swords Avenue bridge were compromised due to heavy rainfall and flash flooding. Additionally, a major sanitary sewer trunk line belonging to the Greater Peoria Sanitary District became exposed as a result of the flash flooding.

The property owner on the south side of the creek, Peoria Disposal Company, Inc. (PDC), was concerned about the proximity of the erosion to their facilities, especially the CNG refueling station for their entire Peoria-based fleet of refuse trucks. PDC hired engineers from Mohr & Kerr and Christopher B. Burke Engineering to design mitigation measures. Including contingencies, the estimated construction cost is \$524,000. The interested parties, including GPSD and PDC, have met multiple times to review the situation, identify solutions, and methods of funding the project. Attached to the resolution are three (3) agreements, as follows:

- Intergovernmental Agreement between the County and the Greater Peoria Sanitary and Sewage District (GPSD).
- Reimbursement Agreement between the County and PDC Services, Inc.
- Reimbursement Agreement between the County and Stormy Creek, LLC.

These three agreements memorialize the terms and conditions that were discussed in the prior brief. In summary, they:

- Name Peoria County as the lead agency and initial project financier.
- Designate Peoria County as the applicant for an Illinois Environmental Protection Agency (IEPA) Section 319(h) grant that will reimburse the County for 60% of the final costs post-construction.
- Obligate the County to hold and control all the construction contracts for the work.
- Require successful award of the 319(h) grant before work can commence.
- Establish proportional shares of the required 40% local match between the County, GPSD, PDC, and Stormy Creek.
- Obligate GPSD, PDC, and Stormy Creek to reimburse the County for their proportional shares of the required 40% local match.

Once the 319(h) grant is awarded and the County has let the construction bids, the County Board will have an action item to accept the grant proceeds, award a construction contract, and appropriate funds from the County State Capitol Improvement (Keystone) Fund to frontload the cost of the project. Grant proceeds and reimbursements from the three partners will be booked as revenues in the "Keystone" Fund.

COUNTY BOARD GOALS:**INFRASTRUCTURE STEWARDSHIP****COLLABORATION**

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION:**APPROVED 7/29/20 (11-0 VOTES) MS. PASTUCHA AND MR. ROSENBOHM VOTED AYE VIA TELECONFERENCE**

PREPARED BY: Scott Sorrel
DEPARTMENT: County Administration

DATE: July 24, 2020

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE GREATER PEORIA
SANITARY AND SEWAGE DISPOSAL DISTRICT AND THE COUNTY OF PEORIA
FOR THE DRY RUN CREEK PHASE II STABILIZATION PROJECT**

Now comes the COUNTY OF PEORIA, a body politic and corporate (hereinafter the "COUNTY"), and THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT, a municipal corporation organized and existing under the Sanitary District Act of 1917 of the State of Illinois (hereinafter the "GPSD").

WHEREAS, the bridge over Dry Run Creek at 1113 N. Swords Avenue, Peoria, Illinois, and highlighted in yellow on the attached Exhibit A, is controlled by the COUNTY and is in need of repairs caused by urbanization of approximately eleven (11) square miles of the central portion of Peoria over the last 75 years that has created conditions for extreme flash flooding events leading to severe erosion of the stream bank of Dry Run Creek; and,

WHEREAS, the trunk sewer running through Dry Run Creek, highlighted in green on the attached Exhibit A, is controlled by GPSD and is in need of reinforcement to protect it from damage caused by urbanization of approximately eleven (11) square miles of the central portion of Peoria over the last 75 years that has created conditions for extreme flash flooding events leading to severe erosion of the stream bank of Dry Run Creek; and,

WHEREAS, the owners along Dry Run Creek immediately downstream of the bridge and trunk sewer, PDC Services, Inc. and Stormy Creek, LLC, are being threatened with damage due to such an extreme flash flood event occurred in the fall of 2019 washing away streambank stabilization improvements funded by a United States Department of Agriculture (USDA) Emergency Watershed Protection project in 1994 and will be undertaking a major stream bank improvement project to stabilize the stream banks, protect the bridge, and protect the sewer ("Stabilization Project"); and,

WHEREAS, PDC Services, Inc. has engaged Mohr & Kerr Engineering & Land Surveying, P.C. and Christopher B. Burke Engineering, Ltd. to do the preliminary design of the Stabilization Project and have indicated that grant assistance is available from the Illinois Environmental Protection Agency for a substantial portion of the total cost of the Stabilization Project; and,

WHEREAS, due to the economies of scale in making repairs to the GPSD and COUNTY infrastructure at the time of the Stabilization Project, and further due to the existence of grant assistance, both GPSD and COUNTY find it desirable to cooperate in the Stabilization Project; and,

WHEREAS, the COUNTY and the GPSD have reached an agreement pursuant to authority granted by Article VII, Section 10, of the Constitution of Illinois, 1970 and the Intergovernmental Cooperation Act, (5 ILCS 220/1 et. seq.).

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

1. DUTIES OF THE COUNTY

1. The COUNTY shall be the lead agency to design and construct the Stabilization Project. Construction shall commence as soon as practicable upon award of an Illinois Environmental Protection Agency (IEPA) Section 319 grant.
2. The COUNTY shall be the applicant for an Illinois Environmental Protection Agency (IEPA) Section 319 grant to help defray to costs of the project amongst the local parties, and as detailed in Section 4, below.
3. .
4. The COUNTY may use any project delivery method at its disposal to expedite the design and construction process.
5. The COUNTY agrees that stabilizing the stream banks downstream of the bridge to prevent property damage to neighboring landowners will be a priority in the design of the Stabilization Project; provided, however, that nothing contained herein shall be construed as imposing liability on the COUNTY for the failure of the Stabilization Project to prevent property damage to PDC Services, Inc., Stormy Creek, LLC or any other property owner or interested party.
6. The COUNTY shall contract with all vendors on behalf of the GPSD and COUNTY.
7. The COUNTY agrees to allow the GPSD to be involved and concur in the selection of vendors; provided, however that the COUNTY shall make final determinations.
8. The COUNTY agrees to allow the GPSD to jointly review all pay requests and track progress in the field during construction.

2. DUTIES OF THE GPSD

1. The GPSD agrees that the COUNTY shall be the lead agency and hold all contracts with vendors on behalf of both the COUNTY and GPSD.
2. The GPSD shall delegate its authority to approve all contracts for the Stabilization Project to the COUNTY.
3. The GPSD agrees to participate and concur with the COUNTY in the selection of vendors.
4. The GPSD agrees to jointly review all pay requests and track progress in the field during construction.
5. The GPSD agrees that the COUNTY may use any project delivery method at its disposal to expedite the design and construction process.

6. The GPSD agrees that stabilizing the stream banks downstream of the bridge to prevent property damage to neighboring landowners will be a priority in the design of the Stabilization Project; provided, however, that nothing contained herein shall be construed as imposing liability on GPSD for the failure of the Stabilization Project to prevent property damage to PDC Services, Inc., Stormy Creek, LLC, or any other property owner or interested party.

3. DESCRIPTION OF STABILIZATION PROJECT

1. The Stabilization Project is described in Drawing Nos. GN, EX, REM-1 through REM-4, SR-1 through SR-4 and DET1 through DET3 prepared by Christopher E. Burke Engineering, Ltd., copies of which are attached hereto as Exhibit B.

4. FINANCING OF STABILIZATION PROJECT

1. The COUNTY shall advance the necessary funds to design and construct the Stabilization Project.
2. The COUNTY shall submit a Section 319 Grant Application to the Illinois Environmental Protection Agency ("IEPA") which should cover up to sixty percent (60%) of the cost of the Stabilization Project.
3. The COUNTY shall submit the Section 319 Grant Application to the IEPA on or before August 1, 2020.
4. The GPSD shall reimburse the COUNTY for thirty-eight and 65/100 percent (38.65%) of the cost of the Stabilization Project, up to a maximum of \$85,000.00, after subtracting the proceeds of the Section 319 Grant, if awarded, received by the COUNTY, from the total cost of the project.
5. PDC Services, Inc., the owner of the real estate on the south side of Dry Run Creek downstream from the bridge, by separate agreement between it and the COUNTY, shall reimburse the COUNTY for twenty-eight and 63/100 percent (28.63%) of the cost of the Stabilization Project, after subtracting the proceeds of the Section 319 Grant, if awarded, received by the COUNTY from the total cost of the project.
6. Mohr & Kerr Engineering & Land Surveying, P.C. and Christopher B. Burke Engineering, Ltd., consultants engaged by PDC Services, Inc. to do the preliminary design of the Stabilization Project, will assist the County in the preparation of the Section 319 Grant Application to the IEPA.
7. Stormy Creek, LLC, the owner of the real estate on the north side of Dry Run Creek downstream from the bridge, by separate agreement between it and the COUNTY, shall reimburse the COUNTY for thirty-two and 72/100 percent (32.72%) of the

cost of the Stabilization Project, after subtracting the proceeds of the Section 319 Grant, if awarded, received by the COUNTY, from the total cost of the project.

5. INDEMNIFICATION

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

6. GENERAL CONDITIONS

1. This Agreement shall be binding upon the parties, their successors, and assigns.
2. If any portion of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.
3. The obligations of the parties in the Agreement are expressly conditional upon:
 - (a) Approval of the Section 319 Grant referenced above by April 30, 2021, as determined in the sole and absolute discretion of the COUNTY and GPSD; and
 - (b) Execution of reimbursement agreements (i) between the COUNTY and PDC Services, Inc. and (ii) the COUNTY and Stormy Creek, LLC for the remainder of the expense of the Stabilization Project such that (i) the COUNTY shall be reimbursed for the entire expense of the construction of the Stabilization Project and (ii) neither the COUNTY nor GPSD shall incur liability (and shall be indemnified and held harmless) for due to the partial or complete failure of the Stabilization Project to adequately mitigate future erosion issues; and

(c) Permanent easement agreements for the Stabilization Project as needed by GPSD with (i) PDC Services, Inc. and (ii) Stormy Creek, LLC.

7. ENTIRE AGREEMENT – AMENDMENTS

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

**THE GREATER PEORIA SANITARY
AND SEWAGE DISPOSAL DISTRICT, a
municipal corporation organized and
existing under the Sanitary District Act of
1917 of the State of Illinois**

**THE COUNTY OF PEORIA
A Body Politic and Corporate**

By: _____

By: _____
PEORIA COUNTY BOARD CHAIRMAN

Date: _____

Date: _____

ATTEST:

ATTEST:

PEORIA COUNTY CLERK

120-693

EXHIBIT A
MAP

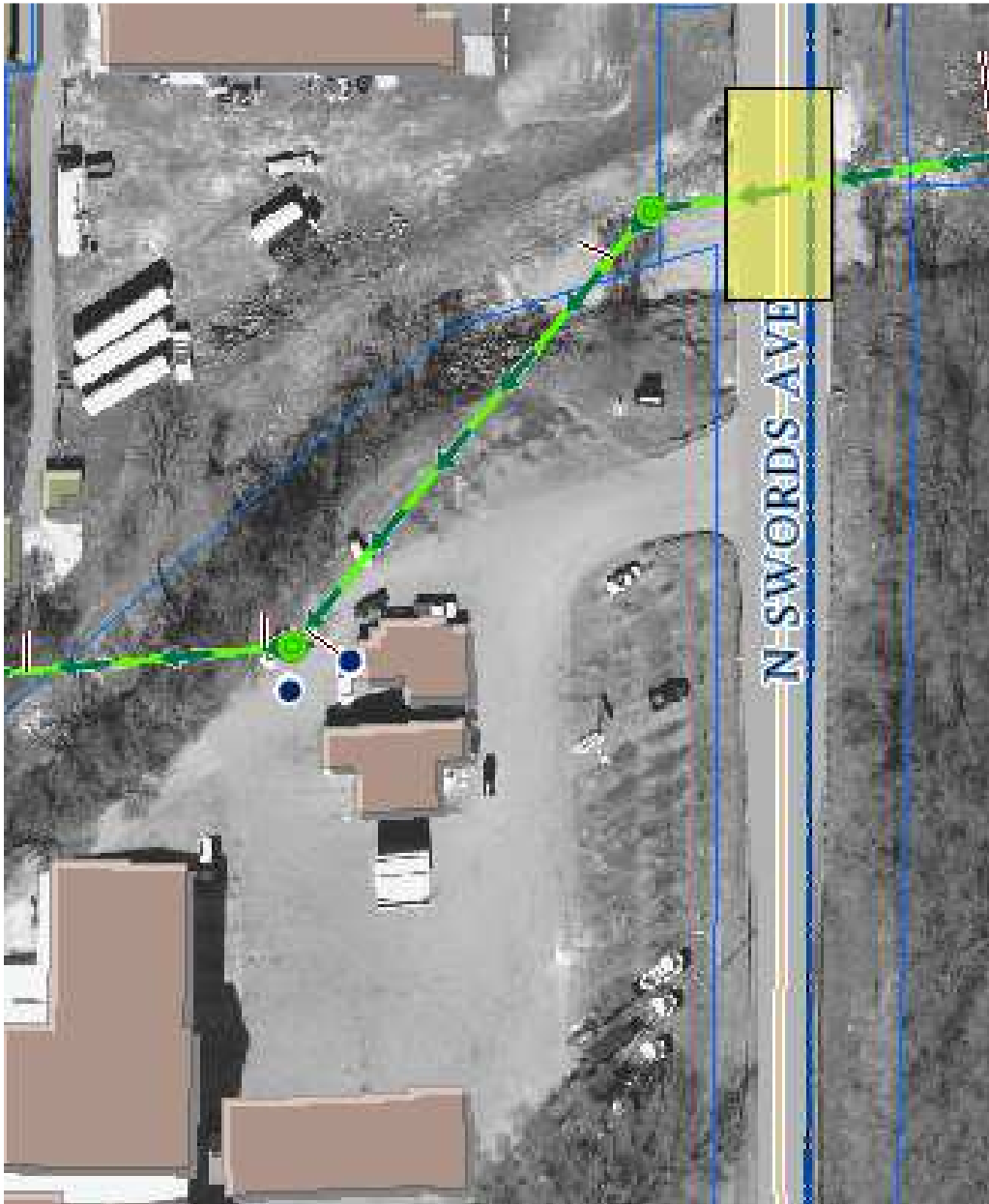


EXHIBIT B
STABILIZATION PROJECT
PROJECT DRAWINGS

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and effective by and between the County of Peoria, a body politic and corporate (hereinafter the "County") and PDC Services, Inc., an Illinois corporation (hereinafter "PDC").

RECITALS

WHEREAS, the bridge over Dry Run Creek at 1113 N. Swords Avenue, Peoria, Illinois, and highlighted in yellow on the attached Exhibit A, is controlled by the COUNTY and is in need of repairs caused by urbanization of approximately eleven (11) square miles of the central portion of Peoria over the last 75 years that has created conditions for extreme flash flooding events leading to severe erosion of the streambank of Dry Run Creek; and

WHEREAS, the trunk sewer running through Dry Run Creek, highlighted in green on the attached Exhibit A, is controlled by GPSD and is in need of reinforcement to protect it from damage caused by urbanization of approximately eleven (11) square miles of the central portion of Peoria over the last 75 years that has created conditions for extreme flash flooding events leading to severe erosion of the streambank of Dry Run Creek; and

WHEREAS, the owners along Dry Run Creek immediately downstream of the bridge and trunk sewer, PDC Services, Inc. and Stormy Creek, LLC, are being threatened with damage due to such an extreme flash flood event occurred in the fall of 2019 washing away streambank stabilization improvements funded by a United States Department of Agriculture (USDA) Emergency Watershed Protection project in 1994 and will be undertaking a major stream bank improvement project to stabilize the stream banks, protect the bridge, and protect the trunk sewer ("Stabilization Project"); and,

WHEREAS, the County and the Greater Peoria Sanitary and Sewage District ("GPSD") have entered into an Intergovernmental Agreement ("ITG Agreement") to make major stream bank improvements along Dry Run Creek to stop the erosion and stabilize the stream banks ("Stabilization Project");

WHEREAS, the County shall advance the necessary funds to design and construct the Stabilization Project; and,

WHEREAS, the County shall submit a Section 319 Grant Application to the Illinois Environmental Protection Agency which should cover up to sixty percent (60%) of the cost of the Stabilization Project; and,

WHEREAS, the Stabilization Project will reduce the extreme erosion to the south side of Dry Run Creek and preserve the value of the real estate owned by PDC on the south side of Dry Run Creek.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties hereby agree as follows:

1. DUTIES OF THE County

1. The County shall be the lead agency to design and construct the Stabilization Project. Construction shall commence as soon as practicable upon award of an Illinois Environmental Protection Agency (IEPA) Section 319 grant.
2. The COUNTY shall be the applicant for an Illinois Environmental Protection Agency (IEPA) Section 319 grant to help defray to costs of the project amongst the local parties, and as detailed in Section 3, below.
3. The County may use any project delivery method at its disposal to expedite the design and construction process.
4. The County agrees that stabilizing the stream banks downstream of the bridge to prevent property damage to neighboring landowners will be a priority in the design of the Stabilization Project; provided, however, that nothing contained herein shall be construed as imposing liability on the COUNTY for the failure of the Stabilization Project to prevent property damage to PDC Services, Inc., Stormy Creek, LLC or any other property owner or interested party.
5. The County shall hold all contracts with all vendors on behalf of both the GPSD and County.

2. DESCRIPTION OF STABILIZATION PROJECT

1. The Stabilization Project is described in Drawing Nos. GN, EX, REM-1 through REM-4, SR-1 through SR-4 and DET1 through DET3 prepared by Christopher E. Burke Engineering, Ltd., copies of which are attached hereto as Exhibit B.

3. FINANCING OF STABILIZATION PROJECT

1. The County shall advance the necessary funds to design and construct the Stabilization Project.
2. The County shall submit a Section 319 Grant Application to the Illinois Environmental Protection Agency ("IEPA") which should cover up to sixty percent (60%) of the cost of the Stabilization Project.
3. The County shall submit the Section 319 Grant Application to the IEPA on or before August 1, 2020.

4. PDC shall reimburse the County for twenty-eight and 63/100 percent (28.63%) of the cost of the Stabilization Project, after subtracting the proceeds of the Section 319 Grant, if awarded, received by the County from the total cost of the project.
5. Mohr & Kerr Engineering & Land Surveying, P.C. and Christopher B. Burke Engineering, Ltd., consultants engaged by PDC Services, Inc. to do the preliminary design of the Stabilization Project, will assist the County in the preparation of the Section 319 Grant Application to the IEPA.

4. GENERAL CONDITIONS

1. This Agreement shall be binding upon the parties, their successors, and assigns.
2. If any portion of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.
3. The obligations of the parties in the Agreement are expressly conditional upon approval of the Section 319 Grant referenced above by April 30, 2021, as determined in the sole and absolute discretion of the COUNTY and GPSD.

5. INDEMNIFICATION

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

6. ENTIRE AGREEMENT – AMENDMENTS

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

PDC SERVICES, INC.

THE COUNTY OF PEORIA,
A Body Politic and Corporate

By: _____

By: _____

CHAIRMAN

PEORIA COUNTY BOARD

Date: _____

Date: _____

ATTEST:

ATTEST:

SECRETARY

PEORIA COUNTY CLERK

120-700

EXHIBIT A
MAP



EXHIBIT B
STABILIZATION PROJECT
PROJECT DRAWINGS

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made by and between the County of Peoria, a body politic and corporate (hereinafter the "County") and Stormy Creek, LLC, an Illinois limited liability company (hereinafter "STC").

RECITALS

WHEREAS, the bridge over Dry Run Creek at 1113 N. Swords Avenue, Peoria, Illinois, and highlighted in yellow on the attached Exhibit A, is controlled by the COUNTY and is in need of repairs caused by urbanization of approximately eleven (11) square miles of the central portion of Peoria over the last 75 years that has created conditions for extreme flash flooding events leading to severe erosion of the streambank of Dry Run Creek; and

WHEREAS, the trunk sewer running through Dry Run Creek, highlighted in green on the attached Exhibit A, is controlled by GPSD and is in need of reinforcement to protect it from damage caused by urbanization of approximately eleven (11) square miles of the central portion of Peoria over the last 75 years that has created conditions for extreme flash flooding events leading to severe erosion of the streambank of Dry Run Creek; and

WHEREAS, the owners along Dry Run Creek immediately downstream of the bridge and trunk sewer, PDC Services, Inc. and Stormy Creek, LLC, are being threatened with damage due to such an extreme flash flood event occurred in the fall of 2019 washing away streambank stabilization improvements funded by a United States Department of Agriculture (USDA) Emergency Watershed Protection project in 1994 and will be undertaking a major stream bank improvement project to stabilize the stream banks, protect the bridge, and protect the trunk sewer ("Stabilization Project"); and,

WHEREAS, the County and the Greater Peoria Sanitary and Sewage District ("GPSD") have entered into an Intergovernmental Agreement ("ITG Agreement") to make major stream bank improvements along Dry Run Creek to stop the erosion and stabilize the stream banks ("Stabilization Project");

WHEREAS, the County shall advance the necessary funds to design and construct the Stabilization Project; and,

WHEREAS, the County shall submit a Section 319 Grant Application to the Illinois Environmental Protection Agency which should cover up to sixty percent (60%) of the cost of the Stabilization Project; and,

WHEREAS, the Stabilization Project will reduce the extreme erosion to the south side of Dry Run Creek and preserve the value of the real estate owned by STC on the south side of Dry Run Creek.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties hereby agree as follows:

1. DUTIES OF THE County

1. The County shall be the lead agency to design and construct the Stabilization Project. Construction shall commence as soon as practicable upon award of an Illinois Environmental Protection Agency (IEPA) Section 319 grant.
2. The COUNTY shall be the applicant for an Illinois Environmental Protection Agency (IEPA) Section 319 grant to help defray to costs of the project amongst the local parties, and as detailed in Section 3, below.
3. The County may use any project delivery method at its disposal to expedite the design and construction process.
4. The County agrees that stabilizing the stream banks downstream of the bridge to prevent property damage to neighboring landowners will be a priority in the design of the Stabilization Project; provided, however, that nothing contained herein shall be construed as imposing liability on the COUNTY for the failure of the Stabilization Project to prevent property damage to PDC Services, Inc., Stormy Creek, LLC or any other property owner or interested party.
5. The COUNTY shall contract with all vendors on behalf of the GPSD and COUNTY.

2. DESCRIPTION OF STABILIZATION PROJECT

1. The Stabilization Project is described in Drawing Nos. GN, EX, REM-1 through REM-4, SR-1 through SR-4 and DET1 through DET3 prepared by Christopher E. Burke Engineering, Ltd., copies of which are attached hereto as Exhibit A.

3. FINANCING OF STABILIZATION PROJECT

1. The County shall advance the necessary funds to design and construct the Stabilization Project.
2. The County shall submit a Section 319 Grant Application to the Illinois Environmental Protection Agency ("IEPA") which should cover up to sixty percent (60%) of the cost of the Stabilization Project.
3. The County shall submit the Section 319 Grant Application to the IEPA on or before August 1, 2020.

4. Mohr & Kerr Engineering & Land Surveying, P.C. and Christopher B. Burke Engineering, Ltd., consultants engaged by PDC Services, Inc. to do the preliminary design of the Stabilization Project, will assist the County in the preparation of the Section 319 Grant Application to the IEPA.
5. STC shall reimburse the County for thirty-two and 72/100 percent (32.72%) of the cost of the Stabilization Project, after subtracting the proceeds of the Section 319 Grant, if awarded, received by the County, from the total cost of the project.

4. GENERAL CONDITIONS

1. This Agreement shall be binding upon the parties, their successors, and assigns.
2. If any portion of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.
3. The obligations of the parties in the Agreement are expressly conditional upon approval of the Section 319 Grant referenced above by April 30, 2021, as determined in the sole and absolute discretion of the COUNTY and GPSD.

5. INDEMNIFICATION

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

6. ENTIRE AGREEMENT – AMENDMENTS

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

STORMY CREEK, LLC.

THE COUNTY OF PEORIA,
A Body Politic and Corporate

By: _____
CHRISTOPHER D. OHL, MANAGER

By: _____
PEORIA COUNTY BOARD
CHAIRMAN

Date: _____

Date: _____

ATTEST:

PEORIA COUNTY CLERK

120-704

EXHIBIT A
MAP

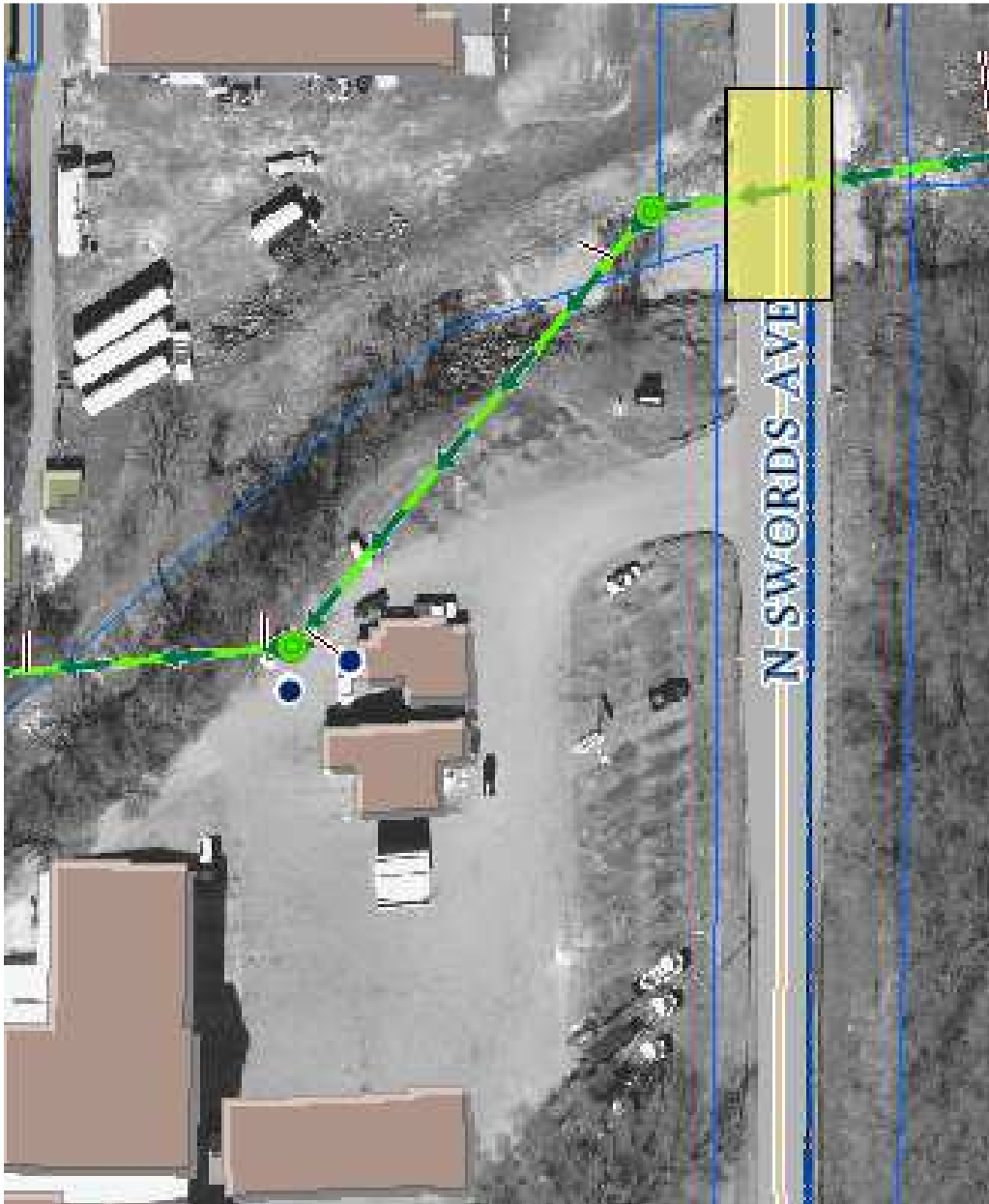


EXHIBIT B
STABILIZATION PROJECT
PROJECT DRAWINGS

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

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

Re: Agreements to Effectuate A Streambank Stabilization Project On A Portion of Dry Run
Creek in West Peoria

RESOLUTION

WHEREAS, the bridge over Dry Run Creek at 1113 N. Swords Avenue, Peoria, Illinois, is controlled by the County of Peoria and is in need of repairs caused by urbanization of approximately eleven (11) square miles of the central portion of Peoria over the last 75 years that has created conditions for extreme flash flooding events leading to severe erosion of the stream bank of Dry Run Creek; and,

WHEREAS, the trunk sewer running through Dry Run Creek is controlled by the Greater Peoria Sanitary and Sewer District (GPSD) and is in need of reinforcement to protect it from damage caused by the same urbanization of approximately eleven (11) square miles of the central portion of Peoria over the last 75 years that has created conditions for extreme flash flooding events leading to severe erosion of the stream bank of Dry Run Creek; and,

WHEREAS, the owners along Dry Run Creek immediately downstream of the bridge and trunk sewer, PDC Services, Inc. and Stormy Creek, LLC, are being threatened with damage due to such an extreme flash flood event that occurred in the fall of 2019 that washed away streambank stabilization improvements funded by a United States Department of Agriculture (USDA) Emergency Watershed Protection project in 1994, and will be undertaking a major stream bank improvement project to stabilize the stream banks, protect the bridge and sewer (the “Stabilization Project”); and,

WHEREAS, due to the economies of scale in making repairs to the GPSD and COUNTY infrastructure at the time of the Stabilization Project, and further due to the existence of grant assistance, all parties find it desirable to cooperate in the Stabilization Project; and,

WHEREAS, the COUNTY, GPSD, PDC Services, and Stormy Creek have reached an agreement pursuant to authority granted by Article VII, Section 10, of the Constitution of Illinois, 1970 and the Intergovernmental Cooperation Act, (5 ILCS 220/1 et. seq.).

WHEREAS, the Stabilization Project aims to reduce the extreme erosion to the south side of Dry Run Creek and preserve the value of the real estate owned by PDC on the south side of Dry Run Creek.

NOW, THEREFORE, BE IT RESOLVED, that the County Board authorizes and directs the County Board Chairman to execute the three agreements attached hereto on behalf of the County to effectuate the cooperative streambank stabilization project.

RESPECTFULLY SUBMITTED,
EXECUTIVE COMMITTEE

AGENDA BRIEFING

COMMITTEE: Budget Committee
MEETING DATE: July 29, 2020

LINE ITEM: n/a
AMOUNT: n/a

ISSUE: Approval of two Ordinance's authorizing the sale of refunding bonds to refund the outstanding portion of the County's 2011A bonds and the sale of refunding debt certificates to refund the outstanding portion of the 2010F debt certificates if current market conditions remain favorable.

BACKGROUND: Favorable market conditions, as monitored by the County's financial advisor, Speer Financial, suggests a window of opportunity for the County to avail itself of savings through refinancing its Taxable General Obligation Bonds (Alternate Revenue Source), Series 2010F (Build America Bonds) and its General Obligation (Limited Tax) Debt Certificates, Series 2011A.

In December 2010, Peoria County issued \$24,200,000 of taxable general obligation bonds (alternate revenue source), series 2010F (Build America Bonds) to finance the acquisition, construction, and installation of facilities and improvements constituting the art, science and education components of the Peoria Riverfront Museum, and related facilities, improvements and costs. These bonds are callable on December 15, 2020 and the current outstanding principal balance is \$19,850,000. The remaining bonds have interest rates ranging from 4.5% to 6.65%. The bonds will mature on December 15, 2030. A total of \$4,350,000 of principal has been paid off and a total of \$11,510,276.11 of interest has been paid on these bonds to date. The County anticipates the new bonds to have an interest rate ranging from 3.0% to 4.0%. Savings, pending sale market conditions, are estimated at \$1,918,520 over the life of the issue. Public Facilities Sales Tax Fund repays the annual debt service payments annually through transfers to the Debt Service Fund. The estimated annual savings will fluctuate between an estimated \$189,612 to \$194,267.

In August 2011, Peoria County issued \$2,000,000 of general obligation (limited tax) debt certificates, Series 2011A to finance the acquisition, construction, and installation of the Wilhelm Road bridge in Growth Cell A, together with related equipment, facilities, improvements and costs. These debt certificates are callable on December 15, 2020 and the current outstanding principal balance is \$1,585,000. The remaining bonds have interest rates ranging from 3.0% to 4.25%. The debt certificates will mature on December 15, 2030. A total of \$415,000 of principal has been paid off and a total of \$606,366.05 of interest has been paid on these debt certificates to date. The County anticipates the new debt certificates to have an interest rate ranging from 3.0% to 4.0%. Savings, pending sale market conditions, are estimated at \$159,581 over the life of the issue. General Fund repays the annual debt service payments annually through transfers to the Debt Service Fund. The estimated annual savings will fluctuate between an estimated \$13,681 to \$18,087.

The attached ordinances will authorize County staff to undertake all steps necessary for the refinancing process. The ordinances authorize the County to issue not to exceed \$1,600,000 General Obligation (Limited Tax) Refunding Debt Certificates, Series 2020A and not to exceed \$19,000,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B. Bond pricing and sale is scheduled on or after August 17th with an anticipated closing date of September 17, 2020.

COUNTY BOARD GOALS:



HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION: APPROVAL

COMMITTEE ACTION:

Approved 7/29/20 (11-0 votes) Ms. Pastucha and Mr. Rosenbohm voted aye via teleconference

PREPARED BY: Julie Ciesla, Assistant Chief Financial Officer and Randy Brunner, Chief Financial Officer

DEPARTMENT: Finance

DATE: July 23, 2020

AN ORDINANCE providing for the issue of not to exceed \$19,000,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, of The County of Peoria, Illinois, for the purpose of refunding certain outstanding bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds, the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and authorizing the sale of said bonds to Mesirow Financial, Inc.

* * *

WHEREAS, The County of Peoria, Illinois (the “*County*”), has heretofore issued, and has outstanding, its Taxable General Obligation Bonds (Alternate Revenue Source), Series 2010F, dated December 23, 2010 (the “*Prior Bonds*”); and

WHEREAS, the County Board of the County (the “*County Board*”) has determined that it is advisable, necessary and in the best interests of the County to refund all or a portion of the Prior Bonds (the Prior Bonds to be refunded being referred to herein as the “*Refunded Bonds*” and the Prior Bonds not being refunded being referred to herein as the “*Unrefunded Bonds*”), in order to realize debt service savings for the County; and

WHEREAS, the Refunded Bonds shall be fully described in the Escrow Agreement referred to in Section 15 hereof or in the Bond Notification (as hereinafter defined) and are presently outstanding and unpaid and are binding and subsisting legal obligations of the County; and

WHEREAS, the refunding of the Refunded Bonds constitutes a lawful corporate purpose within the meaning of the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Act*”); and

WHEREAS, the County Board has further determined that, in order to refund the Refunded Bonds, it is advisable, necessary and in the best interests of the County to borrow an amount not to exceed \$19,000,000 and issue alternate bonds (the “*Bonds*”), being general obligation bonds payable from (a) the Retailer’s Occupation Taxes, Service Occupation Taxes, and Use Taxes and

Service Use Taxes and (b) the public facilities sales taxes under Section 5-1006.5 of the Counties Code ((a) and (b) collectively, subject to any prior lien or pledge, the “Pledged Revenues”), imposed, collected, received and distributed pursuant to applicable law, and (c) ad valorem property taxes upon all taxable property in the County without limitation as to rate or amount (the “*Pledged Taxes*”), all in accordance with the Act; and

WHEREAS, pursuant to and in accordance with Section 15 of the Act, alternate bonds may be issued to refund other alternate bonds without meeting any of the requirements set forth in Section 15 of the Act, except that the term of the refunding bonds shall not be longer than the term of the bonds being refunded and that the debt service payable in any year on the refunding bonds shall not exceed the debt service payable in such year on the bonds being refunded (the “*Refunding Conditions*”); and

WHEREAS, the County Board does hereby determine that the Refunding Conditions can be met and the Bonds may be issued to refund the Refunded Bonds; and

WHEREAS, the Bonds will share ratably and equally in the Pledged Revenues with the Unrefunded Bonds, Taxable General Obligation Bonds (Alternate Revenue Source), Series 2010A, Taxable General Obligation Bonds (Alternate Revenue Source), Series 2010B, and General Obligation Bonds (Alternate Revenue Source), Series 2011, to the extent such bonds are payable from the Pledged Revenues (the “*Parity Bonds*”), the same being the only outstanding alternate bonds of the County payable from the Pledged Revenues; and

WHEREAS, the ordinances which authorized the Parity Bonds (the “*Prior Bond Ordinance*”) permits the issuance of additional alternate bonds payable from the Pledged Revenues in accordance with the provisions of the Act; and

WHEREAS, the County Board does hereby find that the Bonds are being issued in accordance with the provisions of the Act; and

WHEREAS, the County Clerk of The County of Peoria, Illinois (the “*County Clerk*”), is therefore authorized to extend and collect the Pledged Taxes:

NOW, THEREFORE, Be It and It Is Hereby Ordained by the County Board of The County of Peoria, Illinois, as follows:

Section 1. Incorporation of Preambles. The County Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Authorization. It is hereby found and determined that the County Board has been authorized by law to borrow a sum not to exceed \$19,000,000 upon the credit of the County and as evidence of such indebtedness to issue the Bonds to said amount, the proceeds of the Bonds to be used to refund the Refunded Bonds, and that it is necessary and for the best interests of the County that there be issued an amount not to exceed \$19,000,000 of the Bonds so authorized.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the County an amount not to exceed \$19,000,000 for the refunding of the Refunded Bonds; and the Bonds shall be issued to said amount and shall be designated “General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B”, or with such other series designation as may be appropriate and set forth in the Bond Notification (as hereinafter defined).

The Bonds, if issued, shall be dated such date (not later than February 1, 2021) as set forth in the Bond Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each and authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter set forth) on December 15 of each of the years (not later than 2030), in the principal amounts (not exceeding \$2,000,000 per

year) and bearing interest at the rates per annum (not exceeding 5.50% per annum) as set forth in the Bond Notification. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification, and on June 15 and December 15 of each year thereafter to maturity.

Interest on each Bond shall be paid by check or draft of U.S. Bank National Association, Indianapolis, Indiana (the "*Bond Registrar*"), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 1st day of the month of the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signature of the Chairman of the County Board (the "*Chairman*") and shall be attested by the manual or facsimile signature of the County Clerk of the County (the "*County Clerk*"), as they may determine, and the seal of the County shall be affixed thereto or imprinted thereon. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the County and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of

authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 4. Registration of Bonds; Persons Treated as Owners. (a) General. The County shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the County. The County is authorized to prepare, and the Bond Registrar or such other authorized person as the officers of the County may designate shall keep custody of, multiple Bond blanks executed by the County for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the County shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the County of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount

of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 1st day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the County or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, the ownership of each such Bond may be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). In such event, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Chairman, the

Administrator of the County (the “*County Administrator*”), the County Clerk, the Treasurer of the County (the “*Treasurer*”) and the Bond Registrar are each authorized to execute and deliver, on behalf of the County, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the County and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The County and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or

upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the County to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 1st day of the month of the applicable interest payment date, the name "Cede" in this ordinance shall refer to such new nominee of DTC.

In the event that (i) the County determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the County, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the County determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the County shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the County may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the County, or such depository's agent or designee, and if the County does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 4(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 5. Redemption. (a) Optional Redemption. All or a portion of the Bonds due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the County from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the County (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification (but not later than 10 1/2 years after issuance of the Bonds), and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) Mandatory Redemption. The Bonds maturing on the date or dates, if any, indicated in the Bond Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 15 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the County may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the County Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds

so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The County shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the County in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 6. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the County by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the County shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the County, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the County shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified,

and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 7. Form of Bond. The Bonds shall be in substantially the following form, as applicable; *provided, however*, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraph [6] and the paragraphs thereafter, as may be appropriate, shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

THE COUNTY OF PEORIA

**GENERAL OBLIGATION REFUNDING BOND
(ALTERNATE REVENUE SOURCE), SERIES 2020B**

See Reverse Side for Additional Provisions

Interest Maturity Dated
Rate: ____% Date: December 15, 20__ Date: _____, 20__ CUSIP: ____

Registered Owner: CEDE & CO.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that The County of Peoria, Illinois (the “*County*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 15 and December 15 of each year, commencing December 15, 2020, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal corporate trust office of U.S. Bank National Association, Indianapolis, Indiana, as bond registrar and paying agent (the “*Bond Registrar*”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the County maintained by the Bond Registrar at the close of business on the 1st day of the month of each

interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the County are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the County, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes (each hereinafter defined) to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the County hereby covenants and agrees that it will properly account for the Pledged Revenues and the Pledged Taxes and will comply with all the covenants of, and maintain the funds and accounts as provided by, the ordinance adopted by the County Board of the County on the 13th day of August, 2020 (the "*Bond Ordinance*").

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, The County of Peoria, Illinois, by its County Board, has caused this Bond to be signed by the manual or duly authorized facsimile signature of the Chairman of said County Board and attested by the manual or facsimile signature of the County Clerk of said County, and the seal of said County to be affixed hereto or imprinted hereon, all as of the Dated Date identified above.

SPECIMEN
Chairman, County Board

(SEAL)

ATTEST:

SPECIMEN
County Clerk

[SEAL]

Date of Authentication: _____, 201__

BOND
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
U.S. Bank National Association,
Indianapolis, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, of The County of Peoria, Illinois.

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By SPECIMEN
Authorized Officer

[Form of Bond - Reverse Side]

STATE OF ILLINOIS

THE COUNTY OF PEORIA

**GENERAL OBLIGATION REFUNDING BOND
(ALTERNATE REVENUE SOURCE), SERIES 2020B**

[6] This Bond is one of a series of bonds issued by the County for the purpose of refunding certain outstanding bonds of the County, in full compliance with the provisions of the Counties Code of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois (the “*Act*”), and all laws amendatory thereof and supplementary thereto, and is authorized by the Bond Ordinance, duly and properly adopted for that purpose, in all respects as provided by law.

[7] The Bonds are payable from (a) the Retailer’s Occupation Taxes, Service Occupation Taxes, and Use Taxes and Service Use Taxes and (b) the public facilities sales taxes under Section 5-1006.5 of the Counties Code ((a) and (b) collectively, subject to any prior lien or pledge, the “*Pledged Revenues*”), imposed, collected, received and distributed pursuant to applicable law, and (c) ad valorem property taxes upon all taxable property in the County without limitation as to rate or amount (the “*Pledged Taxes*”), all in accordance with the provisions of the Act. The County reserves the right to issue additional bonds from time to time payable from the Pledged Revenues, and any such additional bonds will share ratably and equally in the Pledged Revenues with the Bonds and the Parity Bonds; *provided, however*, that no additional bonds will be issued except in accordance with the provisions of the Act.

[8] [Optional Redemption and Mandatory Redemption provisions, as applicable, will be inserted here.]

[9] [Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered

owner of each Bond to be redeemed at the address shown on the registration books of the County maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

[10] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Indianapolis, Indiana, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 1st day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds].

[12] The County and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the County nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 8. Sale of Bonds. The Chairman, the County Administrator and the Chair of the County's Ways and Means Committee (the "*Designated Representatives*"), are hereby authorized to proceed not later than the 1st day of February, 2021, without any further authorization or direction from the County Board, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Bond Registrar, be by the Treasurer delivered to Mesirow Financial, Inc., Chicago, Illinois (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being not less than 98.0% of the principal amount of the Bonds (exclusive of original issue discount, if any), plus accrued interest to date of delivery, if any, it being hereby found and determined that the sale of the Bonds to the Purchaser is in the best interests of the County and that no person holding any office of the County, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the sale of the Bonds to the Purchaser.

Prior to the sale of the Bonds, the Chairman or the County Administrator is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the "*Bond Notification*"). In the Bond Notification, the Designated Representatives shall find and determine

that (i) the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law (ii) the Refunding Conditions have been met and (iii) the net present value debt service savings to the County as a result of the issuance of the Bonds and the refunding of the Refunded Bonds is not less than 5.00% of the principal amount of the Refunded Bonds. The Bond Notification shall be entered into the records of the County and made available to the County Board at the next regular meeting thereof; but such action shall be for information purposes only, and the County Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Chairman, the County Administrator, the Chief Financial Officer of the County, the County Clerk and any other officers of the County, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the County and the Purchaser (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the County, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the County Board are hereby authorized to take any action as may be required on the

part of the County to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 9. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Revenues and do not and shall not constitute an indebtedness of the County within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in Section 11 hereof, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the County for purposes of all statutory provisions or limitations until such time as an audit of the County shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Act.

Section 10. Bond Fund. There is hereby established a special fund of the County known as the “Alternate Bond and Interest Fund of 2020” (the “*Bond Fund*”). The Pledged Revenues and the Pledged Taxes shall be set aside as collected and be deposited into the Bond Fund, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the County by this Ordinance. The Bonds are secured by a pledge of all of the moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the County under this Ordinance are discharged under this Ordinance.

Section 11. Alternate Revenue Source; Additional Bonds; Tax Levy. For the purpose of providing funds to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, the County covenants and agrees with the purchasers and the owners of the Bonds that so long as any Bonds are outstanding and unpaid, either as to principal or interest, the County will deposit the Pledged Revenues into the Bond Fund in the manner set forth in this Section. All payments with respect to the Bonds shall be made

directly from the Bond Fund. There are hereby created two accounts in the Bond Fund, designated as the Pledged Revenues Account and as the Pledged Taxes Account. All Pledged Revenues to be applied to the payment of the Bonds shall be deposited to the credit of the Pledges Revenues Account. Such deposits of Pledged Revenues shall be on a parity with deposits into the bond fund established for the repayment of the Parity Bonds. All Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. Pledged Taxes on deposit to the credit of the Pledged Taxes Account shall be fully spent to pay the principal of and interest on the Bonds prior to use of any moneys on deposit in the Pledged Revenues Account.

The County reserves the right to issue additional bonds from time to time payable from the Pledged Revenues, and any such additional bonds will share ratably and equally in the Pledged Revenues with the Bonds and the Parity Bonds; *provided, however*, that no additional bonds will be issued except in accordance with the provisions of the Act.

For the purpose of providing additional funds to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property within the County, in the years for which any of the Bonds are outstanding, a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the County the following direct annual taxes (the “*Pledged Taxes*” as heretofore defined):

FOR THE YEAR

A TAX SUFFICIENT TO PRODUCE THE SUM OF:

2020	\$2,200,000	for interest and principal up to and including December 15, 2021
2021	\$2,200,000	for interest and principal
2022	\$2,200,000	for interest and principal
2023	\$2,200,000	for interest and principal
2024	\$2,200,000	for interest and principal
2025	\$2,200,000	for interest and principal
2026	\$2,200,000	for interest and principal
2027	\$2,200,000	for interest and principal
2028	\$2,200,000	for interest and principal
2029	\$2,200,000	for interest and principal

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the Treasurer is hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 12. Filing of Ordinance and Certificate of Reduction of Taxes. Forthwith upon the passage of this Ordinance, the Treasurer is hereby directed to file a certified copy of this Ordinance with the County Clerk, and it shall be the duty of the County Clerk to annually in and for each of the years 2020 to 2029, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the County in connection with other taxes levied in each of said years for county purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for

the computation, extension and collection of taxes for general county purposes of the County, and when collected, the taxes hereby levied shall be placed to the credit of the Pledged Taxes Account of the Bond Fund, which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds; and a certified copy of this Ordinance shall also be filed with the Treasurer.

The Treasurer is hereby directed to prepare and file with the County Clerk, a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Prior Bonds being refunded and directing the abatement of the taxes heretofore levied to pay the Refunded Bonds.

Section 13. Abatement of Pledged Taxes. Whenever Pledged Revenues or other lawfully available funds are available and on deposit in the Bond Fund to pay any principal of or interest on the Bonds when due, so as to enable the abatement of the Pledged Taxes levied for the same, the County Board shall direct the abatement of the Pledged Taxes by the amount available and on deposit in the Bond Fund, and proper notification of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 14. General Covenants. The County covenants and agrees with the holders of the Bonds that so long as the Bonds or any of them remain outstanding and unpaid, either as to principal or interest:

A. The County hereby pledges the Pledged Revenues to the payment of the Bonds, and the County Board covenants and agrees to provide for, collect and apply the Pledged Revenues to the payment of the Bonds and the provision of not less than an additional 0.25 times debt service on the Bonds and the Parity Bonds, all in accordance with Section 15 of the Act.

B. The County will punctually pay or cause to be paid from the sources herein provided the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

C. The County will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge

upon the Pledged Revenues or Pledged Taxes, or any part thereof, or upon any funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the County to make any such payment so long as the County in good faith shall contest the validity of said claims.

D. The County will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the County, in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues, the Pledged Taxes, the Bond Fund and associated subaccounts. Such books of record and accounts will at all times during business hours be subject to the inspection of the holders of not less than ten per cent (10%) of the principal amount of the outstanding obligations or their representatives authorized in writing.

E. The County will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the County, the Bonds shall be incontestable by the County.

F. The County will adopt, make, execute and deliver any and all such further ordinances, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are outstanding, the County will continue to deposit the Pledged Revenues into the Pledged Revenues Account and, if necessary, the Pledged Taxes into the Pledged Taxes Account. The County covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to collect the Pledged Revenues. The County and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues and Pledged Taxes may be collected as provided herein and deposited into the Pledged Revenues Account and Pledged Taxes Account, respectively, as provided herein.

H. Once issued, the Bonds shall be and forever remain until paid or defeased a general obligation of the County, the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Act.

Section 15. Use of Bond Proceeds; Call of the Refunded Bonds. Any accrued interest received on the delivery of the Bonds and principal proceeds of the Bonds in the amount set forth in the Bond Notification are hereby appropriated for the purpose of paying first interest due on the

Bonds and are hereby ordered deposited into the Bond Fund and/or into an account held by the Escrow Agent (as hereinafter defined). Such funds may be used to purchase Government Securities (as hereinafter defined). The remaining principal proceeds of the Bonds, together with any premium received from the sale of the Bonds and such additional amounts as may be necessary from the general funds of the County, are hereby appropriated to pay the costs of issuance of the Bonds, for the purpose of refunding the Refunded Bonds and to pay the interest on the Bonds up to the Call Date (as hereinafter defined), and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited (i) with U.S. Bank National Association, Indianapolis, Indiana as the paying agent for the Prior Bonds (the "*Prior Paying Agent*") or (ii) in escrow pursuant to an Escrow Agreement (the "*Escrow Agreement*") to be entered into between the County and an escrow agent, as set forth in the Bond Notification (the "*Escrow Agent*"), in substantially the form attached hereto as *Exhibit A* and made a part hereof by this reference, or with such changes therein as shall be approved by the officers of the County executing the Escrow Agreement, such execution to constitute evidence of the approval of such changes, for the purpose of paying the principal of and interest on the Refunded Bonds. The County Board approves the form, terms and provisions of the Escrow Agreement and directs the Chairman and County Clerk to execute, attest and deliver the Escrow Agreement in the name and on behalf of the County. Amounts in the escrow may be used to purchase direct obligations of or obligations guaranteed by the full faith and credit of the United States of America (the "*Government Securities*") to provide for the payment of the principal of and interest on the Refunded Bonds. The Escrow Agent and the Purchaser are each hereby authorized to act as agent for the County in the purchase of the Government Securities.

At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the Bond Registrar on behalf of the County from the proceeds of the Bonds.

In accordance with the redemption provisions of the ordinance authorizing the issuance of the Prior Bonds, the County by the County Board does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption on the earliest practicable date as set forth in the Bond Notification (the “*Call Date*”), said date being not more than 90 days after the date of issue of the Bonds.

Section 16. Non-Arbitrage and Tax-Exemption. The County hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The County acknowledges that, in the event of an examination by the Internal Revenue Service (the “*IRS*”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the County may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The County also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The County Board hereby authorizes the officials of the County responsible for issuing the Bonds, the same being the Chairman and County Clerk and the Treasurer to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the County Board and as may be necessary to assure that the use thereof will not cause the

Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the County and the County Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the County in such compliance.

Section 17. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 18. Duties of Bond Registrar. If requested by the Bond Registrar, the Chairman and County Clerk are authorized to execute the Bond Registrar's standard form of agreement between the County and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the County upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the County at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 19. Continuing Disclosure Undertaking. The Chairman is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “*Continuing Disclosure Undertaking*”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the County as herein provided, the Continuing Disclosure Undertaking will be binding on the County and the officers, employees and agents of the County, and the officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the County to comply with its obligations under the Continuing Disclosure Undertaking.

Section 20. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the County and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Chairman on advice of counsel, his or her approval to constitute full and complete acceptance by the County of such terms and provisions under authority of this Section.

Section 21. Record-Keeping Policy and Post-Issuance Compliance Matters. On October 9, 2014, the County Board adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the County, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the County or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The County Board and the County hereby reaffirm the Policy.

Section 22. Provisions a Contract. The provisions of this Ordinance shall constitute a contract between the County and the owners of the outstanding Bonds. All covenants relating to the Bonds and the conditions and obligations imposed by Section 15 of the Act are enforceable by any holder of the Bonds affected, any taxpayer of the County and the People of the State of Illinois acting through the Attorney General or any designee.

Section 23. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

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Section 24. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its adoption.

ADOPTED: August 13, 2020

Chairman, County Board

Attest:

County Clerk

EXHIBIT A

FORM OF ESCROW LETTER AGREEMENT

_____, 2020

Re: The County of Peoria, Illinois
 \$ _____ General Obligation Refunding Bonds
 (Alternate Revenue Source), Series 2020B

Ladies and Gentlemen:

The County of Peoria, Illinois (the “County”), by an ordinance adopted by the County Board of the County on the 13th day of August, 2020 (as supplemented by a notification of sale, dated _____, 2020, the “Bond Ordinance”), has authorized the issue and delivery of \$ _____ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, dated _____, 2020 (the “Bonds”). The County has authorized by the Bond Ordinance that proceeds of the Bonds be used to pay and redeem on _____, 2020, \$ _____ of the County’s outstanding and unpaid Taxable General Obligation Bonds (Alternate Revenue Source), Series 2010F, dated December 23, 2010 (the “Prior Bonds”), maturing on December 15 of the years 20__ to 20__, inclusive (the “Refunded Bonds”).

The County hereby deposits with you \$ _____ from the proceeds of the Bonds and \$ _____ from funds of the County on hand and lawfully available (collectively, the “Deposit”) and you are hereby instructed as follows with respect thereto:

1. [Upon deposit, you are directed to hold the Deposit in an irrevocable trust fund account (the “Trust Account”) for the County to the benefit of the holders of the Refunded Bonds.] [Upon deposit, you are directed to purchase U.S. Treasury Securities [State and Local Government Series Certificates of Indebtedness] in the amount of \$ _____ and maturing as described on *Exhibit A* hereto (the “Government Securities”). You are further instructed to fund a beginning cash escrow deposit on demand in the amount of \$ _____. The beginning deposit and the Government Securities are to be held in an irrevocable trust fund account (the “Trust Account”) for the County to the benefit of the holders of the Refunded Bonds.]

2. [You shall hold the Deposit in the Trust Account in cash for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on _____, 2020 is made.] [You shall hold the Government Securities and any

interest income or profit derived therefrom and any uninvested cash in the Trust Account for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on _____, 2020 is made.]

3. You shall promptly collect the principal, interest or profit from the proceeds deposited in the Trust Account and promptly apply the same as necessary to the payment of the Refunded Bonds as herein provided.

4. The County has called the Refunded Bonds for redemption and payment prior to maturity on _____, 2020. You are hereby directed to provide for and give or cause the Prior Paying Agent (as hereinafter defined) to give timely notice of the call for redemption of the Refunded Bonds. The form and time of the giving of such notice regarding the Refunded Bonds shall be as specified in the ordinance authorizing the issuance of the Refunded Bonds. The County agrees to reimburse you for any actual out-of-pocket expenses incurred in the giving of such notice, but the failure of the County to make such payment shall not in any respect whatsoever relieve you from carrying out any of the duties, terms or provisions of this Agreement.

5. In addition, you are hereby directed to give or cause the Prior Paying Agent to give notice of the call of the Refunded Bonds, on or before the date the notice of such redemption is given to the holders of the Refunded Bonds, to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at <https://msrb.org>.

6. You shall remit the sum of \$_____ on _____, 2020, to _____, _____, _____, as paying agent for the Refunded Bonds (the "*Prior Paying Agent*"), such sum being sufficient to pay the principal of and interest on the Refunded Bonds on such date, and such remittance shall fully release and discharge you from any further duty or obligation thereto under this Agreement.

7. You shall make no payment of fees, due or to become due, of the bond registrar and paying agent on the Bonds or the Refunded Bonds. The County shall pay the same as they become due.

8. If at any time it shall appear to you that the funds on deposit in the Trust Account will not be sufficient to pay the principal of and interest on the Refunded Bonds, you shall notify the County not less than five (5) days prior to such payment date and the County shall make up the anticipated deficit from any funds legally available for such purpose so that no default in the making of any such payment will occur.

9. Upon final disbursement of funds sufficient to pay the Refunded Bonds as hereinabove provided for, you shall transfer any balance remaining in the Trust Account to the County and thereupon this Agreement shall terminate.

Very truly yours,

THE COUNTY OF PEORIA, ILLINOIS

By _____
Chairman, County Board

By _____
County Clerk

Accepted this ____ day of ____, 2020.

_____, _____

By _____
Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Peoria, Illinois (the “*County*”), and as such official I am the keeper of the records and files of the County Board of the County (the “*County Board*”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the County Board held on the 13th day of August, 2020, insofar as same relates to the adoption of Ordinance No. 2020-308 entitled:

AN ORDINANCE providing for the issue of not to exceed \$19,000,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, of The County of Peoria, Illinois, for the purpose of refunding certain outstanding bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds, the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and authorizing the sale of said bonds to Mesirow Financial, Inc.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the County Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the County Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended,

and with the provisions of the Counties Code of the State of Illinois, as amended, and that the County Board has complied with all of the applicable provisions of said Act and said Code and with all of its procedural rules in adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this 13th day of August, 2020.

County Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Peoria, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE providing for the issue of not to exceed \$19,000,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, of The County of Peoria, Illinois, for the purpose of refunding certain outstanding bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds, the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and authorizing the sale of said bonds to Mesirow Financial, Inc.

duly adopted by the County Board of The County of Peoria, Illinois, on the 13th day of August, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

(SEAL)

County Clerk of The County of Peoria, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Treasurer of the County of Peoria, Illinois (the “*County*”), and as such official I do further certify that on the 13th day of August, 2020, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE providing for the issue of not to exceed \$19,000,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, of The County of Peoria, Illinois, for the purpose of refunding certain outstanding bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds, the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and authorizing the sale of said bonds to Mesirow Financial, Inc.

duly adopted by the County Board of the County on the 13th day of August, 2020, and that the same has been deposited in the official files and records of my office.

I do further certify that the description of the outstanding Taxable General Obligation Bonds (Alternate Revenue Source), Series 2010F, dated December 23, 2010, of the County set forth in said ordinance is accurate, and that said obligation is presently outstanding and unpaid and is a binding and subsisting legal obligation of the County and has never been refunded by the County.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 13th day of August, 2020.

Treasurer

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$1,600,000 General Obligation (Limited Tax) Refunding Debt Certificates, Series 2020A, of The County of Peoria, Illinois, for the purpose of refunding certain outstanding debt certificates of said County, evidencing the rights to payment under an Installment Purchase Agreement, and providing for the proposed sale of said certificates to Mesirow Financial, Inc.

* * *

WHEREAS, The County of Peoria, Illinois (the “*County*”), is a county of the State of Illinois, operating under and pursuant to the provisions of the Counties Code of the State of Illinois, as amended, the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the “*Installment Purchase Provisions*”); and

WHEREAS, pursuant to the Installment Purchase Provisions, the County previously entered into an Installment Purchase Agreement (the “*Agreement*”) and, pursuant thereto, the County Board of the County (the “*County Board*”) did provide for the issuance of certificates evidencing the debt thereunder, described as General Obligation (Limited Tax) Debt Certificates, Series 2011A, dated September 1, 2011 (the “*Prior Certificates*”), of which \$1,585,000 are currently outstanding; and

WHEREAS, the County Board has determined that it is necessary and desirable to refund a portion of the outstanding Prior Certificates (said Prior Certificates to be refunded being referred to herein as the “*Refunded Certificates*”) in order to realize debt service savings for the County (the “*Refunding*”); and

WHEREAS, the Refunded Certificates are presently outstanding and unpaid and are binding and subsisting legal obligations of the County, and shall be more fully described in the hereinafter-defined Certificate Notification; and

WHEREAS, pursuant to the provisions of the Debt Reform Act, the Prior Certificates may properly be refunded by a new series of certificates as herein provided; and

WHEREAS, sufficient funds of the County are not available for the Refunding, and it will, therefore, be necessary to borrow money in an amount not to exceed \$1,600,000 for said purpose; and

WHEREAS, the County Board has further determined that it is necessary and desirable to avail of the provisions of the Debt Reform Act to issue certificates in an amount not to exceed \$1,600,000 to refund the Refunded Certificates; and

WHEREAS, in accordance with the terms of the Prior Certificates, the Refunded Certificates may be called for redemption in advance of their maturity, and the County Board has further determined that it is necessary and desirable to make such call for the redemption of the Refunded Certificates on their earliest possible call date, and provide for the giving of proper notice to the registered owners of the Refunded Certificates:

NOW, THEREFORE, Be It Ordained by the County Board of The County of Peoria, Illinois, as follows:

Section 1. Incorporation of Preambles. The County Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Authorization. It is necessary and advisable for the residents of the County to accomplish the Refunding to realize debt service savings. It is hereby found and determined that the County Board has been authorized by law to borrow the sum of not to exceed \$1,600,000 upon the credit of the County and as evidence of such indebtedness to issue debt certificates of the County to such amount, the proceeds of said debt certificates to be used to refund the Refunded Certificates.

Section 3. The Agreement Is a General Obligation; Annual Appropriation; Additional Debt. The County hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement is a general obligation of the County payable from any funds of the County lawfully available for such purpose. The County represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the County, is within all statutory and constitutional debt limitations. The County agrees to appropriate funds of the County annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

Section 4. Certificate Details. There shall be borrowed on the credit of and for and on behalf of the County an amount not to exceed \$1,600,000 for the purpose aforesaid; and that certificates of the County shall be issued to said amount and shall be designated “General Obligation (Limited Tax) Refunding Debt Certificates, Series 2020A” or with such other series designation as appropriate and set forth in the Certificate Notification (the “*Certificates*”). The Certificates, if issued, shall be dated such date (not later than February 1, 2021) as set forth in the Certificate Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each and authorized integral multiples thereof, unless otherwise designated in the Certificate Notification (but no single Certificate shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Certificates shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) on December 15 of each of the years (not later than 2030), in the amounts (not exceeding \$180,000 per year) and bearing interest at the rates per annum (not exceeding 5.50% per annum) as set forth in the Certificate Notification. The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being

payable semi-annually commencing with the first interest payment date as set forth in the Certificate Notification, and on June 15 and December 15 of each year thereafter to maturity. The maximum annual debt service for the Certificates shall not exceed \$185,000.

Interest on each Certificate shall be paid by check or draft of U.S. Bank National Association, Indianapolis, Indiana (the "*Certificate Registrar*"), payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the 1st day of the month of the interest payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the designated office of the Certificate Registrar.

The Certificates shall be signed by the manual or facsimile signature of the Chairman of the County Board (the "*Chairman*") and shall be attested by the manual or facsimile signature of the County Clerk of the County (the "*County Clerk*"), as they may determine, and the seal of the County shall be affixed thereto or imprinted thereon. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the County for the Certificates and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance. The certificate of authentication on any Certificate shall be deemed to have been

executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

Section 5. Registration of Certificates; Persons Treated as Owners. (a) General. The County shall cause books (the “*Certificate Register*”) for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the designated office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the County for the Certificates. The County is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the County for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the designated office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the County shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. The execution by the County of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, *provided, however*, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 1st day of the month of any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the County or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates, except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

(b) *Global Book-Entry System.* The Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities of the Certificates determined as described in Section 4 hereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the Certificate Register in the name of Cede & Co., or any successor thereto (“Cede”), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). In such event, all of the outstanding Certificates shall be registered in the Certificate Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Chairman, the Administrator of the County (the “County Administrator”), the

County Clerk, the Treasurer of the County (the “*Treasurer*”) and the Certificate Registrar are each authorized to execute and deliver, on behalf of the County, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”), which Representation Letter may provide for the payment of principal of or interest on the Certificates by wire transfer.

With respect to Certificates registered in the Certificate Register in the name of Cede, as nominee of DTC, the County and the Certificate Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Certificates from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the County and the Certificate Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to the principal of or interest on the Certificates. The County and the Certificate Registrar may treat and consider the person in whose name each Certificate is registered in the Certificate Register as the holder and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Certificate Registrar shall pay all principal of and interest on the Certificates

only to or upon the order of the respective registered owners of the Certificates, as shown in the Certificate Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of the principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner of a Certificate as shown in the Certificate Register, shall receive a Certificate evidencing the obligation of the County to make payments of principal and interest with respect to any Certificate. Upon delivery by DTC to the Certificate Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 4 hereof with respect to the payment of interest to the registered owners of Certificates at the close of business on the 1st day of the month of the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the County determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the County, the Certificate Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the County determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the County shall notify DTC and DTC Participants of the availability through DTC of certificated Certificates and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of Cede, as nominee of DTC. At that time, the County may determine that the Certificates shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the County, or such depository's agent or designee, and if the County does not select such alternate universal book-entry system, then the Certificates may be registered in whatever name or names registered owners of Certificates

transferring or exchanging Certificates shall designate, in accordance with the provisions of Section 5(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the name provided in the Representation Letter.

Section 6. Redemption. (a) Optional Redemption. All or a portion of the Certificates, if any, due on and after the date, if any, specified in the Certificate Notification shall be subject to redemption prior to maturity at the option of the County from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the County (less than all of the Certificates of a single maturity to be selected by the Certificate Registrar), on the date specified in the Certificate Notification (but not later than 10 1/2 years after issuance of the Certificates), and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

(b) *Mandatory Redemption.* The Certificates maturing on the date or dates, if any, indicated in the Certificate Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 15 of the years, if any, and in the principal amounts, if any, as indicated in the Certificate Notification.

The principal amounts of Certificates to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Certificates credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the County may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Certificate Registrar may, and if directed by the

County Board shall, purchase Certificates required to be retired on such mandatory redemption date. Any such Certificates so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Certificates shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The County shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount and maturity or maturities of Certificates to be redeemed. For purposes of any redemption of less than all of the outstanding Certificates of a single maturity, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar from the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

The Certificate Registrar shall promptly notify the County in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

Section 7. Redemption Procedure. Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the County by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of

the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Certificate Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of the County shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the County, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the County shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

Section 8. Form of Certificate. The Certificates shall be in substantially the following form; *provided, however,* that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] and thereafter, as appropriate, shall be inserted immediately after paragraph [1]:

(Form of Certificate - Front Side)

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

THE COUNTY OF PEORIA

GENERAL OBLIGATION (LIMITED TAX) REFUNDING DEBT CERTIFICATE, SERIES 2020A

See Reverse Side for Additional Provisions

Interest Maturity Dated
Rate: _____% Date: December 15, 20____ Date: _____, 2020 CUSIP: _____

Registered Owner: Cede & Co.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that The County of Peoria, Illinois (the “County”), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 15 and December 15 of each year, commencing December 15, 2020, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the designated office of U.S. Bank National Association, Indianapolis, Indiana, as certificate registrar and paying agent (the “Certificate Registrar”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the County maintained by the Certificate Registrar at the close of business on the 1st day of the month of each interest payment date and shall be paid by check or draft of

the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the County, including the issue of Certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the County payable from any funds of the County legally available for such purpose, and that the County shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE COUNTY OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

[4] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

[5] IN WITNESS WHEREOF, The County of Peoria, Illinois, by its County Board, has caused this Certificate to be signed by the manual or duly authorized facsimile signature of the Chairman of said County Board and attested by the manual or facsimile signature of the County Clerk of said County, and the seal of said County to be affixed hereto or imprinted hereon, all as of the Dated Date identified above.

SPECIMEN

Chairman, County Board

(SEAL)

ATTEST:

SPECIMEN

County Clerk

[SEAL]

Date of Authentication: _____, 201__

CERTIFICATE
OF
AUTHENTICATION

Certificate Registrar and Paying Agent:
U.S. Bank National Association,
Indianapolis, Illinois

This Certificate is one of the Certificates described in the within mentioned ordinance and is one of the General Obligation (Limited Tax) Refunding Debt Certificates, Series 2020A, of The County of Peoria, Illinois.

U.S. Bank National Association,
as Certificate Registrar

By _____
Authorized Officer

(FORM OF CERTIFICATE - REVERSE SIDE)

STATE OF ILLINOIS

THE COUNTY OF PEORIA

GENERAL OBLIGATION (LIMITED TAX) REFUNDING DEBT CERTIFICATE, SERIES 2020A

[6] This Certificate is one of a series of certificates issued by the County to refund certain outstanding debt certificates of the County and pay certain expenses incidental thereto, in full compliance with the provisions of the Counties Code of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the County Board of the County by an ordinance duly and properly adopted for that purpose (the "*Ordinance*"), in all respects as provided by law. The Certificates have been issued to refund outstanding debt certificates originally issued in evidence of the indebtedness incurred pursuant to an Installment Purchase Agreement entered into by and between the County and the Treasurer of the County, as Seller-Nominee, and reference thereto is hereby expressly made and to which the holder by the acceptance of this Certificate assents.

[7] [Optional/Mandatory redemption provisions, as applicable, will be inserted here.]

[8] [Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the County maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

[9] This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the designated office of the Certificate Registrar in

Indianapolis, Indiana, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Certificates are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Certificate may be exchanged at the designated office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing ordinance. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 1st day of the month of any interest payment date on such Certificate and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates].

[11] The County and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the County nor the Certificate Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

Section 9. Sale of Certificates. The Chairman, the County Administrator and the Chair of the County's Ways and Means Committee (the "*Designated Representatives*") are hereby authorized to proceed not later than the 1st day of February, 2021, without any further authorization or direction from the County Board, to sell the Certificates upon the terms as prescribed in this Ordinance. The Certificates hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Certificate Notification as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Certificate Registrar, be by the Treasurer delivered to Mesirow Financial, Inc., Chicago, Illinois, the purchaser thereof (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being not less than 98.0% of the principal amount of the Certificates (exclusive of original issue discount, if any), plus accrued interest to date of delivery, if any, it being hereby found and determined that the sale of the Certificates to the Purchaser is in the best interests of the County and that no person holding any office of the County, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the sale of the Certificates to the Purchaser.

Prior to the sale of the Certificates, the Chairman or County Administrator is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Certificates, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Certificates treating the fee paid as interest on the Certificates) is less than the present value of the interest reasonably expected to be saved on the Certificates over the term of the Certificates as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Certificates, the Designated Representatives shall prepare a Notification of Sale of the Certificates, which shall include the pertinent details of sale as provided

herein (the "*Certificate Notification*"). In the Certificate Notification, the Designated Representatives shall find and determine that the Certificates have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Certificates does not exceed the maximum rate otherwise authorized by applicable law and that the net present value debt service savings to the County as a result of the issuance of the Certificates and the refunding of the Refunded Certificates is not less than 5.00% of the principal amount of the Refunded Certificates. The Certificate Notification shall be entered into the records of the County and made available to the County Board at the next regular meeting thereof; but such action shall be for information purposes only, and the County Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Certificate Notification.

Upon the sale of the Certificates, as evidenced by the execution and delivery of the Certificate Notification by the Designated Representatives, the Chairman, the County Administrator, the Chief Financial Officer of the County, the County Clerk and any other officers of the County, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Certificates as may be necessary, including, without limitation, the contract for the sale of the Certificates between the County and the Purchaser (which may be evidenced by an executed bid, the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the County, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Certificates (the "*Official Statement*") is hereby ratified, approved and

authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the County Board are hereby authorized to take any action as may be required on the part of the County to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Certificates.

Section 10. Use of Certificate Proceeds. Accrued interest received on the delivery of the Certificates, if any, is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the “General Obligation (Limited Tax) Refunding Debt Certificate Fund of 2020” (the “*Certificate Fund*”), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for the purpose of paying the principal of and interest on the Certificates. The Certificate Fund is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the County by this Ordinance. The Certificates are secured by a pledge of all of the moneys on deposit in the Certificate Fund, and such pledge is irrevocable until the Certificates have been paid in full or until the obligations of the County under this Ordinance are discharged.

Simultaneously with the delivery of the Certificates, the principal proceeds of the Certificates, together with any premium received from the sale of the Certificates and such additional amounts as may be necessary from the general funds of the County, are hereby appropriated to pay the costs of issuance of the Certificates and to refund the Refunded Certificates, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited (i) with U.S. Bank National Association, Indianapolis, Indiana, the paying agent for the Refunded Certificates (the “*Prior Paying Agent*”), or (ii) in escrow pursuant to an escrow agreement to be entered into between the County and an escrow agent which shall be a bank or trust company with

an office located in the States of Illinois or Indiana (the “*Escrow Agent*”), in substantially the form attached hereto as *Exhibit A* (the “*Escrow Agreement*”), for the purpose of paying the principal of and interest on the Refunded Certificates upon redemption prior to maturity. The Escrow Agreement and all the terms thereof, in substantially the form provided hereby, are hereby approved, and the Chairman and the County Clerk are hereby authorized and directed to execute the Escrow Agreement in the name of the County. Amounts in the escrow may be held in cash or used to purchase the Government Securities (as hereinafter defined in the Escrow Agreement) to provide for the payment of principal of and interest on the Refunded Certificates as such become due or upon redemption prior to maturity. The Escrow Agent and the Purchaser are each hereby authorized to act as agent for the County in the purchase of the Government Securities.

In accordance with the redemption provisions of the ordinance authorizing the issuance of the Prior Certificates, the County, by the County Board, does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Certificates) the Refunded Certificates for redemption on December 15, 2020 (or such other date set forth in the Escrow Agreement or the Certificate Notification).

At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be paid by the Purchaser on behalf of the County from the proceeds of the Certificates.

Section 11. Non-Arbitrage and Tax-Exemption. The County hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The

County acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Certificates, under present rules, the County may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The County also agrees and covenants with the purchasers and holders of the Certificates from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificates and affects the tax-exempt status of the Certificates.

The County Board hereby authorizes the officials of the County responsible for issuing the Certificates, the same being the Chairman and the County Clerk, to make such further covenants and certifications regarding the specific use of the proceeds of the Certificates as approved by the County Board and as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be exempt from federal income taxation. In connection therewith, the County and the County Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the County in such compliance.

Section 12. List of Certificateholders. The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

Section 13. Duties of Certificate Registrar. If requested by the Certificate Registrar, the Chairman and the County Clerk are authorized to execute the Certificate Registrar's standard form of agreement between the County and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the County upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Certificates as provided herein;
- (d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the County at least annually a certificate with respect to Certificates cancelled and/or destroyed; and
- (f) to furnish the County at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

Section 14. Continuing Disclosure Undertaking. The Chairman is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the County as herein provided, the Continuing Disclosure Undertaking will be binding on the County and the officers, employees and agents of the County, and the officers, employees and agents of the County

are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Certificate to seek mandamus or specific performance by court order to cause the County to comply with its obligations under the Continuing Disclosure Undertaking.

Section 15. Municipal Bond Insurance. In the event the payment of principal and interest on the Certificates is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the County and the Certificate Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Certificates, subrogation of the rights of the Certificateholders to the Bond Insurer upon payment of the Certificates by the Bond Insurer, amendment hereof, or other terms, as approved by the Chairman on advice of counsel, his or her approval to constitute full and complete acceptance by the County of such terms and provisions under authority of this Section.

Section 16. Record-Keeping Policy and Post-Issuance Compliance Matters. On October 9, 2014, the County Board adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the County, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the County or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The County Board and the County hereby reaffirm the Policy.

Section 17. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

[Remainder of Page Intentionally Left Blank]

Section 18. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its adoption.

ADOPTED: August 13, 2020

Chairman, County Board

Attest:

County Clerk

EXHIBIT A

FORM OF ESCROW LETTER AGREEMENT

_____, 2020

Re: The County of Peoria, Illinois (the “County”)
\$ _____ General Obligation (Limited Tax) Refunding Debt Certificates,
Series 2020A (the “Certificates”)

Ladies and Gentlemen:

The County, by an ordinance adopted by the County Board of the County on the 13th day of August, 2020 (as supplemented by a notification of sale, dated _____, 2020, the “*Certificate Ordinance*”), has authorized the issue and delivery of the Certificates. The County has authorized by the Certificate Ordinance that proceeds of the Certificates be used to pay and redeem on December 15, 2020 (the “*Redemption Date*”), \$1,470,000 of the County’s outstanding and unpaid General Obligation (Limited Tax) Debt Certificates, Series 2011A, being a portion of the debt certificates outstanding from an issue in the aggregate principal amount of \$1,585,000, fully registered and without coupons, due or subject to mandatory redemption on December 15 of the years and in the amounts and bearing interest at the rates per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2021	\$120,000	3.000%
2022	125,000	4.000%
2023	130,000	4.000%
2024	135,000	4.000%
2025	140,000	4.125%
2026	150,000	4.125%
2027	155,000	4.125%
2028	165,000	4.250%
2029	170,000	4.250%
2030	180,000	4.250%

(the “*Refunded Certificates*”).

The County hereby deposits with you \$_____ from the proceeds of the Certificates and \$_____ from funds of the County on hand and lawfully available (collectively, the “*Deposit*”) and you are hereby instructed as follows with respect thereto:

1. [Upon deposit, you are directed to hold the Deposit in an irrevocable trust fund account (the “*Trust Account*”) for the County to the benefit of the holders of the Refunded Certificates.] [Upon deposit, you are directed to purchase U.S. Treasury Securities [State and Local Government Series Certificates of Indebtedness] in the amount of \$_____ and maturing as described on *Exhibit A* hereto (the “*Securities*”). You are further instructed to fund a beginning cash escrow deposit on demand in the amount of \$_____. The beginning deposit and the Securities are to be held in an irrevocable trust fund account (the “*Trust Account*”) for the County to the benefit of the holders of the Refunded Certificates.]

2. [You shall hold the Deposit in the Trust Account in cash for the sole and exclusive benefit of the holders of the Refunded Certificates until redemption of the Refunded Certificates on the Redemption Date is made.] [You shall hold the Securities and any interest income or profit derived therefrom and any uninvested cash in the Trust Account for the sole and exclusive benefit of the holders of the Refunded Certificates until redemption of the Refunded Certificates on the Redemption Date is made.]

3. You shall promptly collect the principal, interest or profit from the proceeds deposited in the Trust Account and promptly apply the same as necessary to the payment of the Refunded Certificates as herein provided.

4. The County has called the Refunded Certificates for redemption and payment prior to maturity on the Redemption Date. You are hereby directed to provide for and give or cause _____, _____, _____, as paying agent for the Refunded Certificates (the “*Prior Paying Agent*”), to give timely notice of the call for redemption of the Refunded Certificates. The form and time of the giving of such notice regarding the Refunded Certificates shall be as specified in the ordinance authorizing the issuance of the Refunded Certificates. The County agrees to reimburse you for any actual out-of-pocket expenses incurred in the giving of such notice, but the failure of the County to make such payment shall not in any respect whatsoever relieve you from carrying out any of the duties, terms or provisions of this Agreement.

5. In addition, you are hereby directed to give or cause the Prior Paying Agent to give notice of the call of the Refunded Certificates, on or before the date the notice of such redemption is given to the holders of the Refunded Certificates, to the Municipal Securities Rulemaking Board (the “*MSRB*”) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at <https://msrb.org>.

6. You shall remit the sum of \$ _____ on the Redemption Date to the Prior Paying Agent, such sum being sufficient to pay the principal of and interest on the Refunded Certificates on such date, and such remittance shall fully release and discharge you from any further duty or obligation thereto under this Agreement.

7. You shall make no payment of fees, due or to become due, of the certificate registrar and paying agent on the Certificates or the Refunded Certificates. The County shall pay the same as they become due.

8. If at any time it shall appear to you that the funds on deposit in the Trust Account will not be sufficient to pay the principal of and interest on the Refunded Certificates, you shall notify the County not less than five (5) days prior to such payment date and the County shall make up the anticipated deficit from any funds legally available for such purpose so that no default in the making of any such payment will occur.

9. Upon final disbursement of funds sufficient to pay the Refunded Certificates as hereinabove provided for, you shall transfer any balance remaining in the Trust Account to the County and thereupon this Agreement shall terminate.

Very truly yours,

Chairman, County Board

County Clerk

Accepted this ____ day of _____, 2020.

By _____
Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Peoria, Illinois (the “*County*”), and as such official I am the keeper of the records and files of the County Board of the County (the “*County Board*”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the County Board held on the 13th day of August, 2020, insofar as same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$1,600,000 General Obligation (Limited Tax) Refunding Debt Certificates, Series 2020A, of The County of Peoria, Illinois, for the purpose of refunding certain outstanding debt certificates of said County, evidencing the rights to payment under an Installment Purchase Agreement, and providing for the proposed sale of said certificates to Mesirow Financial, Inc.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the County Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the County Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Counties Code of the State of Illinois, as amended, and that the County Board has complied with all of the applicable provisions of said Act and said Code and with all of its procedural rules in adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this 13th day of August, 2020.

County Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

FILING CERTIFICATE

We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting Clerk and Treasurer of The County of Peoria, (the “*County*”), as such officers we do hereby certify that on the 13th day of August, 2020, there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of Ordinance No. _____ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$1,600,000 General Obligation (Limited Tax) Refunding Debt Certificates, Series 2020A, of The County of Peoria, Illinois, for the purpose of refunding certain outstanding debt certificates of said County, evidencing the rights to payment under an Installment Purchase Agreement, and providing for the proposed sale of said certificates to Mesirow Financial, Inc.

and that the same have all been deposited in, and all as appears from, the official files and records of our respective offices.

We do further certify that the description of the outstanding General Obligation (Limited Tax) Debt Certificates, Series 2011A, of the County set forth in the preambles of said ordinance is accurate, and that said certificates are presently outstanding and unpaid and are binding and subsisting legal obligations of the County and have never been refunded by the County.

IN WITNESS WHEREOF, we hereunto affix our official signatures and the seal of the County, this 13th day of August, 2020.

County Clerk

Treasurer

[SEAL]

COMMITTEE: Public Safety and Justice Committee

MEETING DATE: 28 July 2020

LINE	091-2-091-3-347-33400	\$38,844.00
ITEM:	091-2-091-3-347-52352	\$38,844.00

ISSUE:

The Sheriff's Office has applied for and been awarded funding from the Illinois Law Enforcement Training and Standards Board (ILETSB) for the reimbursement of in-car cameras.

BACKGROUND/DISCUSSION:

The ILETSB annually offers a camera grant program to reimburse agencies for body worn cameras and in-car cameras. In FY 2020 the Sheriff's Office had to purchase eight in-car cameras that were eligible for reimbursement under this funding opportunity. The grant has now been applied for and awarded to the Sheriff's Office. The value of the eight cameras to be reimbursed is \$38,844.00. The Sheriff's Office is asking the additional amount of \$38,844 be appropriated into our budget in FY 2020 into the line items above.

STAFF RECOMMENDATION:

Authorize the County Sheriff, with the approval of the SAO, to complete the agreement with The State of Illinois and to appropriate the additional funding, revenue and associated expenses, as listed above into the FY 2020 Sheriff's Office budget.

COUNTY BOARD GOALS:



Financial Stability

COMMITTEE'S ACTION:

Approved 7/28/20 (10-0 votes) Mr. Rosenbohm, Ms. Daley, and Ms. Pastucha voted aye via teleconference

PREPARED BY: Randy Brunner, Finance Director, Peoria County Sheriff's Office

DATE: 8 July 2020

**Illinois Grant Accountability and Transparency
Notice of State Award**

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STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Illinois Law Enforcement Training Standards Board Department/Organziation Unit: N/A
State Award ID Number (SAIN)	2383-18571
State Program Description	Grants to units of Illinois local government police agencies for the purpose of reimbursement for: (1) Purchasing in-car video cameras for use in law enforcement vehicles. (2) Purchasing officer-worn body cameras for law enforcement officers. (3) Training for law enforcement officers in the operation of these cameras.
Announcment Type	Initial
Agency (Grantor) Contact Information	Name: Phone: Email: ptb.grants@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: County of Peoria Address: 324 Main Street, Room 502, Peoria, IL 61602 Phone: 309-697-8515 Email: rwilliams@peoriacounty.org
Grantee Identification	GATA: 671683 DUNS: 071436208 FEIN: 376001763
Period of Performance	Start Date: 6/24/2020 End Date: 6/30/2020

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
356-56901-4470-00-00	569-00-2095	10.704	\$38,844.00
TOTAL			\$38,844.00
(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.			

**Illinois Grant Accountability and Transparency
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TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	<p>Rate: 0.00</p> <p>Base: 0.00</p> <p>Period: FY2020</p>
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	<p>CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)</p> <p>Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1</p> <p>Illinois Administrative Code</p>
Grantor-Specific Term(s)	<p>This is a reimbursement Grant - All cameras must be purchased, installed and paid for prior to any funds being sent for payment. ALL PURCHASE & INSTALLATION RECEIPTS & PROOF OF PAYMENT DOCUMENTS MUST BE RECEIVED BY 7/31/2020 OR PAYMENT CANNOT BE GUARANTEED.</p> <p>NO FUNDS ARE PAID UNTIL PURCHASE, INSTALLATION & PAYMENT RECEIPTS ARE RECEIVED.</p>
Program-Specific Term(s)	<p>Definitions. As used in this Act: "Board" means the Illinois Law Enforcement Training Standards Board created by the Illinois Police Training Act. "In-car video camera" means a video camera located in a law enforcement patrol vehicle. "In-car video camera recording equipment" means a video camera recording system located in a law enforcement patrol vehicle consisting of a camera assembly, recording mechanism, and an in-car video recording medium. "In uniform" means a law enforcement officer who is wearing any officially authorized uniform designated by a law enforcement agency, or a law enforcement officer who is visibly wearing articles of clothing, badge, tactical gear, gun belt, a patch, or other insignia indicating that he or she is a law enforcement officer acting in the course of his or her duties. "Law enforcement officer" or "officer" means any person employed by a county or municipality as a policeman, peace officer or in some like position involving the enforcement of the law and protection of the public interest at the risk of that person's life. "Officer-worn body camera" means an electronic camera system for creating, generating, sending, receiving, storing, displaying, and processing audiovisual recordings that may be worn about the person of a law enforcement officer. "Recording" means the process of capturing data or information stored on a recording medium as required under this Act. "Recording medium" means any recording medium authorized by the Board for the retention and playback of recorded audio and video including, but not limited to, VHS, DVD, hard drive, cloud storage, solid state, digital, flash memory technology, or any other electronic medium. Law Enforcement Camera Grant Fund; creation, rules. The Board shall consider compliance with the Uniform Crime Reporting Act as a factor in awarding grant moneys. Rules; in-car video camera grants. (a) The Board shall develop model rules for the use of in-car video cameras to be adopted by law enforcement agencies that receive grants under Section 10 of this Act. The rules shall include all of the following requirements: (1) Cameras must be installed in the law enforcement agency vehicles. (2) Video recordings must provide audio of the officer when the officer is outside of the vehicle. (3) Camera access must be restricted to the supervisors of the officer in the vehicle. (4) Cameras must be turned on continuously throughout the officer's shift. (5) A copy of the video record must be made available upon request to personnel of the law enforcement agency, the local State's Attorney, and any persons depicted in the video. Procedures for distribution of the video record must include safeguards to protect the identities of individuals who are not a party to the requested stop. (6) Law enforcement agencies that receive moneys under this grant shall provide for storage of the video records for a period of not less than 2 years. (b) Each law enforcement agency receiving a grant for in-car video cameras under Section 10 of this Act must provide an annual report to the Board, the Governor, and the General Assembly on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant. The report shall include the following: (1) the number of cameras received by the law enforcement agency; (2) the number of cameras actually installed in law enforcement agency vehicles; (3) a brief description of the review process used by supervisors within the law enforcement agency; (4) a list of any criminal, traffic, ordinance, and civil cases in which in-car video recordings were used, including party names, case numbers, offenses charged, and disposition of the matter. Proceedings to which this paragraph (4) applies include, but are not limited to, court proceedings, coroner's inquests, grand jury proceedings, and plea bargains; and (5) any other information relevant</p>

to the administration of the program. Rules; officer body-worn camera grants. (a) The Board shall develop model rules for the use of officer body-worn cameras to be adopted by law enforcement agencies that receive grants under Section 10 of this Act. The rules shall comply with the Law Enforcement Officer-Worn Body Camera Act. (b) Each law enforcement agency receiving a grant for officer-worn body cameras under Section 10 of this Act must provide an annual report to the Board, the Governor, and the General Assembly on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant. The report shall include: (1) a brief overview of the makeup of the agency, including the number of officers utilizing officer-worn body cameras; (2) the number of officer-worn body cameras utilized by the law enforcement agency; (3) any technical issues with the equipment and how those issues were remedied; (4) a brief description of the review process used by supervisors within the law enforcement agency; (5) for each recording used in prosecutions of conservation, criminal, or traffic offenses or municipal ordinance violations: (A) the time, date, and location of the incident; and (B) the offenses charged and the date charges were filed; (6) for a recording used in a civil proceeding or internal affairs investigation: (A) the number of pending civil proceedings and internal investigations; (B) in resolved civil proceedings and pending investigations: (i) the nature of the complaint or allegations; (ii) the disposition, if known; and (iii) the date, time and location of the incident; and (7) any other information relevant to the administration of the program.

Primary Agency

THE FOLLOW ARE GATA EXCEPTIONS AND ARE NOT REQUIRED FOR THIS PROGRAM:

BUDGET / BUDGET TEMPLATE

N/A - Reimbursement Grant; NO FUNDS ARE PAID UNTIL PURCHASE, INSTALLATION & PAYMENT RECEIPTS ARE RECEIVED.

COST PRINCIPLES

N/A - Reimbursement Grant; NO FUNDS ARE PAID UNTIL PURCHASE, INSTALLATION & PAYMENT RECEIPTS ARE RECEIVED.

FINANCIAL REPORTING

N/A - Reimbursement Grant; NO FUNDS ARE PAID UNTIL PURCHASE, INSTALLATION & PAYMENT RECEIPTS ARE RECEIVED.

INDIRECT COST RATE

N/A - No Indirect Costs paid under the Camera Grant Act

MERIT BASED REVIEW

N/A - Reimbursement Grant; NO FUNDS ARE PAID UNTIL PURCHASE, INSTALLATION & PAYMENT RECEIPTS ARE RECEIVED.

PERFORMANCE REPORTING

N/A - Annual reporting is only required after the installation under the Camera Grant Act

RISK ASSESSMENTS

N/A - Reimbursement Grant; NO FUNDS ARE PAID UNTIL PURCHASE, INSTALLATION & PAYMENT RECEIPTS ARE RECEIVED.

UNIFORM AGREEMENT

N/A - Reimbursement Grant; NO FUNDS ARE PAID UNTIL PURCHASE, INSTALLATION & PAYMENT RECEIPTS ARE RECEIVED.

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE

The nature of the additional requirements

GATA Conditions:

03 - Financial and Regulatory Reporting (2 CFR 200.327)

Requires more detailed reporting;

06 - Audit (2 CFR 200.500)

Requires desk review of the status of implementation of corrective actions;

10 - Subrecipient Monitoring and Management (2 CFR 200.330 - 332)

Requires technical support in the form of required training; Requires additional prior approvals;

Agency Adjustments / Explanation:

N/A

The reason why the additional requirements are being imposed

GATA Conditions:

03 - Financial and Regulatory Reporting (2 CFR 200.327)

Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

06 - Audit (2 CFR 200.500)

Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

10 - Subrecipient Monitoring and Management (2 CFR 200.330 - 332)

Medium to high risk increases the likelihood that subrecipients are not compliant with grant requirements and could result in fraud, waste and abuse occurring without being detected on a timely basis.

Agency Adjustments / Explanation:

N/A

The nature of the action needed to remove the additional requirement, if applicable

GATA Conditions:

03 - Financial and Regulatory Reporting (2 CFR 200.327)

Implementation of new or enhanced system, mitigating controls or a combination of both.

06 - Audit (2 CFR 200.500)

Completion of corrective action plan implementation.

10 - Subrecipient Monitoring and Management (2 CFR 200.330 - 332)

Implementation of corrective action to enhance the subrecipient monitoring and management.

Agency Adjustments / Explanation:

N/A

The time allowed for completing the actions, if applicable**GATA Conditions:****03 - Financial and Regulatory Reporting (2 CFR 200.327)**

One year.

06 - Audit (2 CFR 200.500)

When corrective action is complete.

10 - Subrecipient Monitoring and Management (2 CFR 200.330 - 332)

One year from the implementation of corrective action.

Agency Adjustments / Explanation:

N/A

The method for requesting reconsideration of the additional requirements imposed**GATA Conditions:****03 - Financial and Regulatory Reporting (2 CFR 200.327)**

One year.

06 - Audit (2 CFR 200.500)

When corrective action is complete.

10 - Subrecipient Monitoring and Management (2 CFR 200.330 - 332)

One year from the implementation of corrective action.

Agency Explanation:

N/A

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - MERIT-BASED REVIEW
The nature of the additional requirements Agency Adjustments / Explanation: N/A
The reason why the additional requirements are being imposed Agency Adjustments / Explanation: N/A
The nature of the action needed to remove the additional requirement, if applicable Agency Adjustments / Explanation: N/A
The time allowed for completing the actions, if applicable Agency Adjustments / Explanation: N/A
The method for requesting reconsideration of the additional requirements imposed Agency Explanation: N/A

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC

The nature of the additional requirements

Agency Adjustments / Explanation:

Your Agency must be and remain compliant with all applicable requirements of the Uniform Crime Reporting Act.
Your Agency must be and remain compliant with all applicable requirements of the Police Training Act.
Your Agency must be and remain compliant with all applicable requirements and up to date on all required reporting of the Law Enforcement Body-Worn Camera Act.

FUNDING IS ONLY FOR THE PURCHASE OF THE CAMERAS ONLY, ALL OTHER EXPENSES ARE THE RESPONSIBILITY OF THE GRANTEE.

Dated purchase receipts & serial numbers of each camera must be submitted prior to award of funds. All purchases must be made between 07/01/2019 and 06/30/2020. Installation must be made prior to 7/31/20. All purchase and installation receipts and proof of payment documents must be submitted by 07/31/2020 or payment cannot be guaranteed.

The reason why the additional requirements are being imposed

Agency Adjustments / Explanation:

REQUIRED BY LAW

The nature of the action needed to remove the additional requirement, if applicable

Agency Adjustments / Explanation:

NONE

The time allowed for completing the actions, if applicable

Agency Adjustments / Explanation:

This is a reimbursement grant & proof of purchase must be provided prior to payments being issued. All purchases and installations must be made between 07/01/2019 and 06/30/2020. Installation must be made prior to 7/31/20. All purchase and installation receipts and proof of payment documents must be submitted by 07/31/2020 or payment cannot be guaranteed.

The method for requesting reconsideration of the additional requirements imposed

Agency Explanation:

NONE

SIGNATURE PAGE

Circle one: Accept NOSA / Reject NOSA

Institution / Organization

Signature

Name of Official

Title (Chief Financial Officer or equivalent)

Date of Execution

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee

MEETING DATE: July 28, 2020

LINE ITEM: See details below

ISSUE: Approval and Appropriation for Victims of Crime Act (VOCA) grant funds from the Illinois Criminal Justice Information Authority subcontracted through the Children's Advocacy Center of Illinois (CACI).

BACKGROUND/DISCUSSION:

The Children's Advocacy Center (CAC) was established under the Peoria County State's Attorney's Office to coordinate services for the protection, healing, and justice for child victims of sexual abuse and serious physical abuse in Peoria County. The CAC is funded by state funds awarded by the Illinois Attorney General's Violent Crime Victim's Assistance (VCVA), the Illinois Department of Children and Family Services (DCFS), the Victims of Crime Act (VOCA), the Illinois Criminal Justice Information Authority (ICJIA), which are subcontracted through the Children's Advocacy Center of Illinois (CACI), along with Peoria County fees and fines ordered by the Court.

Peoria County was awarded a \$44,423 grant that will be allocated to the Children's Advocacy Center's two full-time positions that report to the State's Attorney or the CAC Executive Director. The grant also covers the annual maintenance agreement for the video recording system through Nelson Systems. It is requested that the committee approve the entering into of an Inter-Governmental Agreement, reviewed by the State's Attorney's Office, between the County of Peoria and the Children's Advocacy Center of Illinois for the period of twelve (12) months, commencing July 1, 2020, and to amend the Peoria County FY2020 budget by appropriating additional revenue and expenditure funds as listed below:

Revenue:

General Fund	001-1-006-1-145-36050	Grant Proceeds	\$44,423.00
IT Svcs. Fund	080-5-080-7-776-42001	Transfer from General Fund (Source: VOCA grant)	\$1,216.00

Expenses:

General Fund	001-1-006-1-145-61080	Transfer to IT Svcs.	\$1,216.00
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Per the grant requirements the county is required to provide a 20% match. The grant was awarded with allocating a portion of the Children's Advocacy Director's salary as satisfying the requirement of the 20% matching funds of which the salary and benefits are funded by the DCFS grant.

COUNTY BOARD GOALS:



HIGH PERFORMANCE PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approve the entering into of an Inter-Governmental Agreement, after review and advice of the State's Attorney's Office, and appropriate the additional funds by amending the Peoria County FY2020 budget for the proposed line items.

COMMITTEE ACTION:

Approved 7/28/20 (10-0 votes) Mr. Rosenbohm, Ms. Daley, and Ms. Pastucha voted aye
via teleconference

PREPARED BY: Julie Dickerson, Office Administrator

DEPARTMENT: Peoria County State's Attorney's Office

DATE: July 28, 2020

ATTACHMENT A:

Revenue:

General Fund	001-1-006-1-145-36050	Grant Proceeds	\$44,423.00
IT Svcs. Fund	080-5-080-7-776-42001	Transfer from General Fund	\$1,216.00

Expenses:

General Fund	001-1-006-1-145-61080	Transfer to IT Svcs.	\$1,216.00
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AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee

MEETING DATE: July 28, 2020

LINE ITEM: #001-1-008-1-118-51031

ISSUE: Approval of Cost-of-Living-Adjustment (COLA) for Peoria County Public Defender

BACKGROUND/DISCUSSION:

In accordance with the Compensation Review Act (25 ILCS 120/6.60), Illinois States Attorneys were allowed a COLA increase effective July 1, 2020.

And, pursuant to Counties Code (55 ILCS 5/3-4007), full-time Public Defenders' salaries must be at least 90% of the States Attorneys' annual compensation. Therefore, in compliance with said Counties Code, the Court is requesting the annual salary of the Public Defender be increased to **\$161,064.62**, which is equivalent to 90% of the States Attorneys' salary.

In addition, pursuant to 55 ILCS 5/3-4007, the State of Illinois reimburses the county 66 2/3 percent of the salary paid to the Public Defender. The Court further advises that it is not requesting a FY20 budget amendment to the personnel line item to effectuate this increase.

COUNTY BOARD GOALS:



HIGH PERFORMANCE PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approve of Cost-of-Living-Adjustment (COLA) for Peoria County Public Defender

COMMITTEE ACTION: Approved 7/28/20 (10-0 votes) Mr. Rosenbohm, Ms. Daley,

PREPARED BY: Rena' Parker, Court Administrator

DEPARTMENT: Public Defender

DATE: July 15, 2020

and Ms. Pastucha voted aye
via teleconference

AGENDA BRIEFING

COMMITTEE: County Operations Committee

MEETING DATE: July 28, 2020

LINE ITEM: 082-5-082-7-736-51811

AMOUNT: \$54,000

ISSUE: Proposed worker's compensation settlement.

BACKGROUND/DISCUSSION:

Case number 010015-005140-WC-01 is a worker's compensation case involving an employee injured on January 13, 2013. The County's attorney is requesting settlement authority not to exceed \$54,000.

COUNTY BOARD GOALS:



HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approve the settlement authority requested.

COMMITTEE ACTION:

Approved 7/28/20 (7-0 votes) Ms. Daley and Ms. Pastucha voted aye via teleconference

PREPARED BY: Shauna Musselman, Asst. County Administrator

DEPARTMENT: County Administration

DATE: July 9, 2020

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

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

RE: Worker's Compensation Case No. 010015-005140-WC-01

RESOLUTION

WHEREAS, the County of Peoria has been asked to consider settling Worker's Compensation Case No. 010015-005140-WC-01; and

WHEREAS, your County Administrator and legal counsel would recommend approval of settlement for the pending Worker's Compensation case in an amount not to exceed \$54,000.

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the County Administrator has authority to settle the pending Worker's Compensation for a payment amount not to exceed \$54,000 for the case designated as 010015-005140-WC-01.

RESPECTFULLY SUBMITTED,
COUNTY OPERATIONS COMMITTEE

AGENDA BRIEFING

COMMITTEE: Infrastructure

LINE ITEM: Various

MEETING DATE: July 21, 2020

AMOUNT: \$3,000,000

ISSUE: Resolution for the annual IDOT County Motor Fuel Tax Maintenance Appropriation

BACKGROUND/DISCUSSION: This resolution allows for the annual appropriation of MFT funds for County Highway Department maintenance activities in accordance with Illinois Department of Transportation regulations for calendar year 2021.

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION:

APPROVED 7/28/20 (6-0 VOTES) MS. PASTUCHA VOTED AYE VIA TELECONFERENCE; MR. WINDISH ABSENT

PREPARED BY: Mark Gilles

DEPARTMENT: Highway

DATE: July 13, 2020



Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency	County	Section Number	Maintenance Period Beginning	Ending
Peoria County	Peoria	21-00000-00-GM	01/01/21	12/31/21

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
2021 Aggregate	III		Aggregate	TON	132,200	\$3.50	\$462,700.00	\$462,700.00
2021 Patching	III		Asphalt Patching Materials	TON	2,700	\$140.00	\$378,000.00	\$378,000.00
2021 Liquid Asphalt	III		Liquid Asphalt Materials	TON/GAL	3,540	\$238.46	\$844,148.40	\$844,148.40
2021 Culvert Pipe	III		Culvert Pipe	FT	14,000	\$7.28	\$101,920.00	\$101,920.00
			End Sections	EA	250	\$17.50	\$4,375.00	\$4,375.00
			Connecting Bands	EA	470	\$5.32	\$2,500.40	\$2,500.40
2021 Pipe Liners	III		Pipe Liners	FT	5,900	\$1.87	\$11,033.00	\$11,033.00
2021 Erosion Control	IIA		Erosion Control Mat Blanket	SQYD	40,000	\$0.05	\$2,000.00	\$2,000.00
			Erosion Control Seed	LBS	3,500	\$0.85	\$2,975.00	\$2,975.00
2021 Traffic Control	IIA		Traffic Signs / Poles / Hardware	EA	2,753	\$7.00	\$19,271.00	\$19,271.00
			Barricades / Cones / Drums	EA	600	\$10.00	\$6,000.00	\$6,000.00
2021 Hot Poured Joint Sealer	IIA		Joint Sealer	LBS	20,000	\$0.10	\$2,000.00	\$2,000.00
2021 Bulk De-icing	I		Rock Salt	TON	12,000	\$45.00	\$540,000.00	\$540,000.00
			Liquid De-Icier	GAL	115,500	\$1.00	\$115,500.00	\$115,500.00
2021 Concrete			Various PCC	CY	400	\$90.00	\$36,000.00	\$36,000.00
2021 Pavement Markings	III		High Performance Mod Urethane / Epoxy Catalyst	GAL	22,500	\$5.00	\$112,500.00	\$112,500.00
	I		Glass Beads	LBS	50,000	\$0.50	\$25,000.00	\$25,000.00
	IIA		Thermoplastic Sheathing	LF	10,000	\$0.30	\$3,000.00	\$3,000.00
	IIA		Preformed Thermoplastic Sheathing	EA	560	\$5.00	\$2,800.00	\$2,800.00
Total Operation Cost								\$2,671,722.80

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$200,000.00		\$200,000.00
Local Public Agency Equipment	\$25,000.00		\$25,000.00
Materials/Contracts(Non Bid Items)	\$5,000.00		\$5,000.00
Materials/Deliver & Install/Request for Quotations (Bid Items)	\$2,672,346.20		\$2,672,346.20
Formal Contract (Bid Items)			
Maintenance Total	\$2,902,346.20		\$2,902,346.20

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	Other Funds	Total Est Costs
Maintenance Engineering	\$73,000.00		\$73,000.00
Material Testing			
Advertising			
Bridge Inspection Engineering			
Maintenance Engineering Total	\$73,000.00		\$73,000.00
Total Estimated Maintenance	\$2,975,346.20		\$2,975,346.20

Estimate of Maintenance Costs

Submittal Type

Local Public Agency		County	Section	Maintenance Period	
				Beginning	Ending
Peoria County		Peoria	21-00000-00-GM	01/01/21	12/31/21

Remarks

SUBMITTED

Local Public Agency Official	Date
<input type="text"/>	<input type="text"/>

Title
<input type="text"/>

County Engineer/Superintendent of Highways	Date
<input type="text"/>	<input type="text"/>

APPROVED

Regional Engineer Department of Transportation	Date
<input type="text"/>	<input type="text"/>

Instructions for BLR 14222 - Page 1 of 4

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

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/ acceptance/request for quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance	From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted.
Submittal	Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.
Local Public Agency	Insert the name of the Local Public Agency.
County	Insert the County in which the Local Public Agency is located.
Maintenance Period Beginning	Insert the beginning date of the maintenance period.
Ending	Insert the ending date of the maintenance period.
Section	Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".
Maintenance Operations	List each maintenance operation separately
Maintenance Engineering Category	From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04 Maintenance Engineering Categories are:
Category I	Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.
Category II-A	Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/ resolution.
Category II-B	Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/ resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.
Category III	Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a material proposal, a deliver and install proposal or request for quotations.

Instructions for BLR 14222 - Page 2 of 4

Category IV

Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a contract proposal.

The instructions listed below only apply to the maintenance estimate of cost.

Insp Req	From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.
Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.
Unit	Insert the unit of measure for the material listed to the left, if applicable
Quantity	Insert the quantity of material for the material listed to the left, if applicable.
Unit Cost	Insert the unit cost of the material listed to the left, if applicable.
Cost	No entry necessary, this is a calculated field. This is the quantity times the unit cost.
Total Maintenance Operation Cost	Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.
Maintenance	
Estimate of Maintenance Costs	Under each item listed below, list the amount to of estimated MFT funds to be expended and other funds, if applicable. The total Estimated cost is a calculated field.
Local Public Agency Labor	Insert the estimated amount for LPA labor for all maintenance operations, if applicable.
Local Public Agency Equipment Rental	Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.
Materials/Contracts (Non Bid Items)	Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.
Materials/Deliver & Install, Request for Quotations (Bid Items)	Insert the total amount estimated to be expended on materials/ deliver and install proposals and/or Request for Quotations. This will be for items required to be bid.
Formal Contracts	Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.
Total Estimated Cost	This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.
Total Maintenance Operation Cost	This is a calculated field, no entry is necessary. This is the sum of all items expended on this operation.
Total Maintenance Cost	This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.
Maintenance Engineering Cost Summary	Under each item listed below, list under the funding type what the estimated amount to be expended is.
Maintenance Engineering Fee	Insert the dollar amount of funds estimated to be expended for maintenance engineering.
Material Testing Costs	Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.

Instructions for BLR 14222 - Page 3 of 4

Advertising Costs	Insert the dollar amount of funds estimated to be expended on advertising costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.
Bridge Inspection Costs	Insert the dollar amount of funds estimated to be expended on bridge inspection costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.
Total Maintenance Engineering	This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.
Totals:	This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.
These instructions apply to the Maintenance Expenditure Statement.	
Maint Eng Category	From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.
LPA Labor	For the operation listed to the left insert the amount expended for LPA labor, if applicable.
LPA Equipment Rental	For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.
Materials/Contracts (Non-Bid)	For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.
Materials/Deliver & Install, Request for Quotations (Bid Items)	For the operation listed to the left insert the amount expended using a bidding process for materials, deliver & install and/or request for quotations, if applicable.
Formal Contract	For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.
Total Operation Cost	This is a calculated field, it will sum the amounts expended for the operation listed to the left.
Operation Engineering Inspection Fee	For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.
Total Maintenance	This is a calculated field, no entry necessary. It is the sum of all maintenance operations.
Maintenance Engineering Cost Summary Preliminary Engineering Fee	Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.
Engineering Inspection Fee	This is a calculated field, no entry is necessary. This is the sum of all amounts listed under the field "Operation Engineering Inspection Fee".
Material Testing Costs	Insert the dollar amount of funds spent on material testing costs, if applicable.
Advertising Costs	Insert the dollar amount of funds spent on advertising costs, if applicable.
Bridge Inspection Costs	Insert the dollar amount of funds spent on bridge inspection costs, if applicable.
Total Maintenance Engineering	This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.
Total Maintenance Program Costs	These are calculated fields, no entry is necessary. The maintenance column is the amount from the Total Maintenance Cost listed above. The maintenance engineering is from the amount listed to the left under the Maintenance Engineering Cost Summary.
Contributions, Refunds, Paid with Other Funds	Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Instructions for BLR 14222 - Page 4 of 4

Total Motor Fuel Tax Portion	These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with funds other than MFT funds.
Total Motor Fuel Tax Funds Authorized	Insert the total amount of MFT funds authorized for maintenance under the maintenance column, and the total amount of MFT funds authorized for maintenance engineering under the Maint. Engineering column.
Surplus/Deficit	These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds authorized minus the Total Motor Fuel Tax portion. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met, you must contact your District office for guidance.
Certification	Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.
End of instructions for Maintenance Expenditure Statement	
Submitted	
Local Public Agency Official	The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.
County Engineer/Superintendent of Highways	For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.
Approved	Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

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

Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Consultant or County Engineer)
District File



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

21-00000-00-GM

BE IT RESOLVED, by the Board

Governing Body Type

of the County

Local Public Agency Type

of Peoria

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Peoria County Highway Department General Maintenance Program

2. That there is hereby appropriated the sum of three million and 00/100 *****

***** Dollars (\$3,000,000.00) for the improvement of
said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Rachael Parker

Name of Clerk

County

Local Public Agency Type

Clerk in and for said County

Local Public Agency Type

of Peoria

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board

Governing Body Type

of Peoria

Name of Local Public Agency

at a meeting held on August 13, 2020

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

Day

Month, Year

(SEAL)

Clerk Signature

Date

--	--

Approved

Regional Engineer

Department of Transportation

Date

--	--

Instructions for BLR 09110 - Page 1 of 2

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

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

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

Is this project a bondable capital improvement?

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

Resolution Number

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

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

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

LPA Type

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

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

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

Length

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

Route

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

From

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

To

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

Structures:

Name Street/Road

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

Existing Structure No.

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

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

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

2

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

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature. Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

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

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District



PEORIA COUNTY BOARD APPOINTMENTS

August 13, 2020

Subject to Change

Board of Health

(Length of Term: 3 years)

Sokonie Reed

2911 W. Rohmann Ave.

West Peoria, IL 61604

Expiring: 6/30/2021

Replaces: Kathy Simpson

Limestone Walters Public Water District

(Length of Term: 5 years)

William Horchem

7720 W. Thorngate Dr.

Mapleton, IL 61547

Expiring: 4/30/2025

Replaces: Steve Christiansen

Timber-Logan Rural Water District

(Length of Term: 5 years)

Kimberly Mahr

1109 S. Hanna City Glasford Rd.

Hanna City, IL 61536

Expiring: 5/1/2023

Replaces: Richard Rodehaver



PEORIA COUNTY BOARD APPOINTMENTS

September 10, 2020

Subject to Change

Pekin/LaMarsh Drainage & Levee District

(Length of Term: 3 years)

Bruce Bontz

10401 W. Maple Ridge Rd.

Glasford IL 61533

Expiring: 8/31/2023

Zoning Board of Appeals

(Length of Term: 5 years)

Justin Brown

9628 Brimfield Jubilee Road

Dunlap IL 61525

Expiring: 9/1/2020

AGENDA BRIEFING

COMMITTEE: Land Use
MEETING DATE: July 28, 2020

LINE ITEM: N/A
AMOUNT: N/A

ISSUE: ZBA Case #024-20-U. A Special Use as required in Section 20.5.2.2.1.b of the Unified Development Ordinance. This section allows for a special use for a Major Home Occupation in the “A-2” Agricultural Zoning District when the lot is less than 5 acres in size and/or is located within a platted subdivision. The petitioner proposes to operate a pet grooming business from a 1.31-acre parcel. Also, a Special Use as required in Section 20-7.3.2.3 of the Unified Development Ordinance to vary from the requirement that the home occupation may employ no more than one (1) person who is not a resident of the dwelling unit. The petitioner proposes to employ two (2) people who are not residents of the dwelling unit. Also, a Special Use as required in Section 20-7.3.2.7 of the Unified Development Ordinance to vary from the requirement that the home occupation shall not be open to the public between the hours of 7:00 pm and 9:00 am. The petitioner proposes to open the business at 8:00 am. Also, a Special Use as required in Section 20-7.3.5.1 of the Unified Development Ordinance to vary from the requirement that the home occupation shall occupy no more than 1,000 square feet of an accessory structure which may be used for storage purposes only. The petitioner proposes to operate the business from a 432 sq. ft. accessory structure.

BACKGROUND/DISCUSSION: This case is in District #14, which is County Board member Brian Elsasser's district. The petitioner, **Julie Varnold**, requests a special use in order to operate a major home occupation from a 1.31-acre parcel in the “A-2” Agricultural Zoning District. The petitioner also wishes to vary from 3 major home occupation standards. The parcel is located at 15714 N. State Rte. 40, a state highway, in the NE ¼ of Section 6 in Medina Township. There is 1 consent and 0 objections on file. The subject parcel consists of an existing dwelling and a detached garage. The parcel is zoned “A-2” Agriculture along with all adjacent parcels. The current land use is residential. To the north, south, east, and west, the land use is agriculture. The closest single-family dwelling is approximately 0.5 miles to the south while the next closest single-family dwelling is approximately 0.55 miles to the northeast. While the petitioner's request is not consistent with the agricultural character of the surrounding area, the subject parcel should have minimal to no impact on surrounding agricultural uses. The petitioner requests 3 variations from the home occupation standards: to employ two workers not related to the family residing on the premises, to open the business at 8:00 a.m., and to operate the business from a 432 sq. ft. accessory structure. Equipment used by the business includes a bathtub, grooming dryers, clippers, grooming tables, kennels, and a shop vac. The petitioner has indicated that the number of vehicle trips each day would be 16. According to the petition, the parcel is served by an existing private septic system and public water. The Peoria City/County Health Department commented that at the time of the review, no conditions were found that would cause the Department to recommend denial of the request for an accessory structure for a dog grooming business. However, if the request were denied, the Department does not support allowing the business to move into the primary residence due to the improper disposal of wastewater generated from the operation of the business. It is a Peoria City/County Health Department requirement that the business not start operations until the wastewater can be properly disposed of per Chapter 19, Article II, Division 1, Section 19-17 of the Peoria County Ordinance, and a permit is issued by the Peoria City/County Health Department. The subject parcel is located off N. State Route 40, a state highway. According to the 2017 IDOT traffic map there are approximately 3,450 vehicle trips in a 24-hour period along this portion of N. State Route 40. According to the petitioner's site plan, the proposed shed will be located behind an existing detached garage, and the traffic pattern will follow the direction of an existing driveway on the subject property. 10-18 pets are groomed each day, and some customers have multiple pets they bring. The Illinois Department of Transportation commented that the Department is not opposed to the Special Use. However, the property owner must apply for a Highway Permit to reconstruct the existing driveway to current commercial-use standards. The Special Use must be contingent on the reconstruction of the driveway. The Peoria County Future Land Use Form Map designates this area as Agriculture. The petitioner states that the subject parcel has no neighbors and is surrounded by agricultural fields, so there will be no disturbance to neighboring property owners. The use is also consistent with the Peoria County Growth Strategy of generating economic opportunity and stability, promoting economic wellbeing, and encouraging economic vitality and family wage jobs while managing growth.

COUNTY BOARD GOALS:



HEALTHY VIBRANT COMMUNITIES

STAFF RECOMMENDATION: *Approval with the following restrictions:*

1. As required in Section 20-7.3.7, the home occupation permit shall expire when the resident changes the home occupation; or when the home occupation ceases operation for one year or longer; or when the resident (permittee) moves away from the property.
2. As required in Section 20-7.3.8, permits for all home occupations shall be renewed on an annual basis and a fee shall be paid in accordance with the provisions of Section 1.6 (“Review Fees”). At the time of the annual renewal of

the permit, the Zoning Administrator shall verify that the home occupation continues to meet the standards set forth in this section and may inspect any home occupation to verify such compliance.

3. Parking shall be required to accommodate off-street parking for clients or customers, according to the provisions set forth in Section 20-7.7, Table 7.3 "Parking Requirements". The petitioner is required to install 3 parking spaces including 1 parking space for the handicapped.
4. The business cannot start operations until the wastewater can be properly disposed of per Chapter 19, Article II, Division 1, Section 19-7 of the Peoria County Ordinance, and the petitioner has acquired a permit from the Peoria City/County Health Department.
5. The Special Use is contingent upon the reconstruction of the driveway. The petitioner must apply for a Highway Permit to reconstruct the existing driveway to current commercial-use standards, as determined by the Illinois Department of Transportation.

ZBA RECOMMENDATION: *Approval with restrictions (5-0)*

COMMITTEE ACTION: *Approval with restrictions (4-0) (Ms. Pastucha voted via teleconference. Mr. Windish was absent.)*

PREPARED BY: Taylor Armbruster, Planner I

DEPARTMENT: Planning & Zoning

DATE: July 9, 2020

REPORT TO THE ZONING BOARD OF APPEALS FOR THE JULY 9, 2020 PUBLIC HEARING

DATE: June 19, 2020

CASE/PETITIONER: 024-20-U / Julie Varnold / 15714 N. State Rte. 40, Edelstein, IL 61526

REQUEST: A Special Use as required in Section 20.5.2.2.1.b of the Unified Development Ordinance. This section allows for a special use for a Major Home Occupation in the “A-2” Agriculture Zoning District, when the lot is less than 5 acres in size and/or is located within a platted subdivision. The petitioner proposes to operate a pet grooming business from a 1.31-acre parcel.

Also, a Special Use as required in Section 20-7.3.2.3 of the Unified Development Ordinance to vary from the requirement that the home occupation may employ no more than one (1) person who is not a resident of the dwelling unit. The petitioner proposes to employ two (2) people who are not residents of the dwelling unit.

Also, a Special Use as required in Section 20-7.3.2.7 of the Unified Development Ordinance to vary from the requirement that the home occupation shall not be open to the public between the hours of 7:00 pm and 9:00 am. The petitioner proposes to open the business at 8:00 am.

Also, a Special Use as required in Section 20-7.3.5.1 of the Unified Development Ordinance to vary from the requirement that the home occupation shall occupy no more than 1,000 square feet of an accessory structure which may be used for storage purposes only. The petitioner proposes to operate the business from a 432 sq. ft. accessory structure.

LOCATION: NE 1/4, Section 6, Medina Township
15714 N. State Rte. 40, Edelstein, IL 61526 / Parcel ID# 09-06-200-003

LAND USE FORM: Agriculture

CURRENT ZONING: “A-2” Agriculture

PRESENT USE: Residential

SIZE OF SITE: 1.31 acres

SURROUNDING ZONING: North, South, East, and West: “A-2” Agriculture

SURROUNDING LAND USES: North, South, East, and West: Agriculture

PUBLIC SERVICES: Fire: Dunlap Fire Department Water: Private Well
Schools: Dunlap CUSD #323 Sewer: Private Septic

TRANSPORTATION: State Route 40, state highway

PERTINENT ZONING CASES ON SITE: None

PERTINENT ZONING CASES

IN SURROUNDING AREA: None

PLANNING AND ZONING

DEPARTMENT RECOMMENDATION: ***APPROVAL WITH RESTRICTIONS***

CASE ANALYSIS

REQUEST AND LOCATION: The petitioner, **Julie Varnold**, requests a special use as required in Section 20-5.2.2.1.b of the Unified Development Ordinance (UDO) to allow for an existing pet grooming business as a major home occupation in the "A-2" Agriculture Zoning District. The petitioner currently operates the business as a minor home occupation and requests a major home occupation in order to employ two workers not related to the residents of the dwelling unit, open the business at 8:00 a.m., and operate the business from a 432 square foot accessory structure. A major home occupation is a permitted use in the "A-2" district when the lot is greater than 5 acres and/or is not within a platted subdivision, but a special use is required when the lot is less than 5 acres and/or within a platted subdivision. A special use is also required when a petitioner wishes to differ from the general or major home occupation requirements. The subject parcel is 1.31 acres and consists of a dwelling and a detached garage. The petitioner states that she began grooming at the subject property on May 1, 2020 due to COVID-19 and had groomed at a previous location for more than seven years. According to the petitioner, clients drop off their pets and pick them up at a scheduled time after services are complete, and grooming sessions are by appointment only with 10-18 pets groomed each day. Equipment used by the business includes a bathtub, grooming dryers, clippers, grooming tables, kennels, and a shop vac.

The petitioner also requests a special use as required in Section 20-7.3.2.3 of the UDO to vary from the requirement that the home occupation may employ no more than 1 person who is not a resident of the dwelling unit. The petitioner requests to employ 2 workers not related to the residents of the dwelling unit. According to the petition, employees work based on a schedule, and if both are working, they arrive at the subject property at 8:30 a.m. and work until the end of the scheduled day. Employee duties include checking in pets, bathing and drying pets, possibly grooming pets, checking clients out, answering the phone to schedule appointments, cleaning, and end-of-day notes.

A special use is also requested to vary from the requirements of Section 20-7.3.2.7 of the UDO. This section indicates that the home occupation shall not be open to the public between the hours of 7:00 p.m. and 9:00 a.m. The petitioner requests to open the business at 8:00 a.m. According to the petition, the business's hours of operation are 8:00 a.m. to 4:00 p.m. every day except Thursday and Sunday.

A special use is also requested to vary from the requirements of Section 20-7.3.5.1 of the UDO. This section indicates that a home occupation may occupy no more than 25 percent of the habitable floor area of one floor of the dwelling unit and no more than 1,000 square feet of an accessory structure which may be used for storage purposes only. The petitioner requests to operate the business from a 432 square foot accessory structure. According to the petition, the proposed accessory structure will be built behind an existing detached garage. Once the proposed accessory structure is built, no part of the existing dwelling will be used for the home occupation, and the business will be conducted solely from the 432 square foot accessory structure.

PERTINENT ZONING CASES ON SITE: Minor Home Occupation #2020-002 was approved for the petitioner at the subject property on May 1, 2020. The minor home occupation application indicated that 252 square feet would be used for the home occupation in the basement of the existing dwelling, and the equipment used for the occupation would include grooming blow dryers, a shop vac, a bathtub, kennels, and a grooming table. The application also indicated that the petitioner would apply for a special use for a major home occupation.

PERTINENT ZONING CASES IN SURROUNDING AREA: None.

SURROUNDING ZONING AND LAND USE: The subject parcel consists of 1.31 acres and includes an existing dwelling and detached garage. The parcel is zoned “A-2” Agriculture along with all adjacent parcels. The current land use on the subject parcel is residential. To the north, south, east, and west, the land use is agriculture. The closest single-family dwelling to the subject parcel is located approximately 0.5 miles to the south while the next closest single-family dwelling is located approximately 0.55 miles to the northeast. The petitioner states that the subject parcel is surrounded by farmland which is a factor that justifies the inconsistency of the proposed use, as the petitioner has no neighbors and the dwelling is surrounded by agricultural fields. The petitioner also states that there will be no disturbance to neighboring property owners. According to the petition, the proposed grooming shed will be located behind an existing detached garage, and the proposed use will also minimize negative impacts by having the owners drop off their pets instead of staying on the property, though sometimes clients will wait for their pets. While the petitioner’s request to operate an existing pet grooming business as a major home occupation is not consistent with the agricultural uses and character of the surrounding area, the subject parcel is far removed from surrounding residential uses and should have minimal to no impact on surrounding agricultural uses.

TECHNICAL ADEQUACY: Section 20-5.2.2.1.b of the Peoria County Unified Development Ordinance allows for a Special Use for a Major Home Occupation in the “A-2” Agriculture Zoning District if the lot is less than 5 acres and/or is in a platted subdivision. The subject parcel is 1.31 acres.

The petitioner also requests a Special Use to vary from Section 20-7.3.2.3. This section requires that the use must be conducted entirely within the dwelling or the accessory structure by members of the family residing on the premises. A home occupation that is classified as “major” may additionally employ no more than one person who is not a resident of the dwelling unit. The petitioner requests to employ two workers not related to the family residing on the premises. According to the petition, employees work based on a schedule, and they arrive at the subject property at 8:30 a.m. and work until the end of the scheduled day. Hours of operation are 8:00 a.m. to 4:00 p.m. every day except Thursday and Sunday. Employee duties include checking in pets, bathing and drying pets, possibly grooming pets, checking clients out, answering the phone to schedule appointments, cleaning, and end-of-day notes.

The petitioner also requests a Special Use to vary from Section 20-7.3.2.7. This section requires that the home occupation shall not be open to the public between the hours of 7:00 p.m. and 9:00 a.m. The petitioner requests to open the business at 8:00 a.m., as the hours of operation for the business are 8:00 a.m. to 4:00 p.m.

The petitioner also requests a Special Use to vary from Section 20-7.3.5.1 of the Major Home Occupation requirements. This section requires that the use shall occupy no more than twenty-five (25) percent of the habitable floor area of one floor of the dwelling unit and no more than one thousand (1,000) square feet of an accessory structure which may be used for storage purposes only. The petitioner requests to operate an existing pet grooming business from an accessory structure. According to Minor Home Occupation #2020-002, the petitioner is permitted to operate an existing pet grooming business from 252 square feet in the basement of an existing dwelling on the subject property. The petitioner is proposing to operate the business from a 432 square feet accessory structure. Once the

proposed accessory structure is built, no part of the existing dwelling will be used for the home occupation, and the business will be conducted solely from the accessory structure.

Section 20-7.3.5.2 requires that mechanical equipment may be used in the home occupation which is common to the type of business and which is beyond that which is normally used in household, domestic, or general office use, or for hobby purposes. The petitioner states that the equipment used by the business includes a bathtub, grooming dryers, clippers, grooming tables, kennels, and a shop vac.

Section 20-7.3.5.4 requires that additional parking needed to accommodate the clients or customers of the home occupation shall be met by off-street parking, according to the provisions set forth in Section 7.7 ("Parking and Loading Requirements"). According to Table 7-3 in Section 20-7.7.2, personal service establishments require 1 space per 200 square feet. The petitioner requests to operate an existing pet grooming business from a 432 square feet accessory structure, which would require 3 parking spaces including 1 parking space for the handicapped as required by Table 7-4 in Section 20-7.7.6. In the application for Minor Home Occupation #2020-002, the petitioner indicated that the business would need 2 parking spaces, and the petitioner has indicated the proposed location of a parking space for the handicapped on the submitted site plan.

Section 20-7.3.5.7 requires that visitors, customers, or deliveries shall be permitted. Business visitors shall be permitted on a scheduled and unscheduled basis. However, in no event may automobile trips exceed thirty (30) per day for the home occupation. In the application for Minor Home Occupation #2020-002, the petitioner indicated that the number of vehicles arriving and leaving the business each day would be 16. According to the petition, 10-18 pets are groomed each day at the subject parcel.

ENVIRONMENTAL IMPACTS: According to the petition, the parcel is served by an existing private septic system and public water. The Peoria City/County Health Department commented that at the time of the review, no conditions were found that would cause the Department to recommended denial of the request for an accessory structure for a dog grooming business. However, if the request was denied, the Department does not support allowing the business to move into the primary residence due to the improper disposal of wastewater generated from the operation of the business. It is a Peoria City/County Health Department requirement that the business not start operations until the wastewater can be properly disposed of per Chapter 19, Article II, Division 1, Section 19-17 of the Peoria County Ordinance, and a permit is issued by the Peoria City/County Health Department.

TRANSPORTATION IMPACTS: The subject parcel is located off N. State Route 40, a state highway. According to the 2017 IDOT traffic map there are approximately 3,450 vehicle trips in a 24-hour period along this portion of N. State Route 40. The proposed accessory structure will be accessed by an existing driveway off N. State Route 40. No new access points are proposed at this time. According to the petitioner's site plan, the proposed shed will be located behind an existing detached garage and the traffic pattern will follow the direction of an existing driveway on the subject property. According to the petitioner's minor home occupation application, the business requires two parking spaces, and the number of vehicles arriving and leaving the business each day would be 16. The petitioner states that she sees no expected traffic impacts due to the way the business schedules appointments, and grooming sessions are by appointment only. 10-18 pets are groomed each day, and some customers have multiple pets they bring. Drop off and pick up is most common, but sometimes the business's clients will wait for their pets to finish their grooming session. The petitioner also states that the business employs two

workers not related to the residents of the dwelling. Employees work on scheduled days, and they arrive at the subject property at 8:30 a.m. and work until the end of the day. The business's hours of operation are 8:00 a.m. to 4:00 p.m. every day except Thursday and Sunday. The proposed use would generate minimal impact to the traffic patterns of the area. The Illinois Department of Transportation commented that the Department is not opposed to the Special Use. However, the property owner must apply for a Highway Permit to reconstruct the existing driveway to current commercial-use standards. The Special Use must be contingent on the reconstruction of the driveway.

LAND USE FORM: The Peoria County Future Land Use Form Map designates this area as Agriculture. The primary uses in the Agriculture land use form are agriculture, open space, and mineral extraction. The Peoria County Future Land Use Plan (Land Use Plan) indicates that the Agriculture Land Use Form includes areas of lower-productivity agricultural land, often with timber stands and other topographical land features that hamper row-crop agriculture, and residential development is limited to farmsteads on very large lots. The description of the Agriculture Land Use Form also indicates that agriculture is the predominant land use and includes farming, farm-service businesses, pastures, and homesteads, and other types of development are restricted to the lowest producing agricultural land. The petitioner requests to operate an existing pet grooming business as a major home occupation from the subject parcel. The subject parcel consists of 1.31 acres, contains no cropland, and is used solely for residential purposes. As the Land Use Plan states, other types of development in the Agriculture Land Use Form are restricted to the lowest producing agricultural land. The petitioner states that the subject parcel has no neighbors and is surrounded by agricultural fields, so there will be no disturbance to neighboring property owners. The proposed use is consistent with the character of the subject parcel. The use is also consistent with the Peoria County Growth Strategy of generating economic opportunity and stability, promoting economic wellbeing, and encouraging economic vitality and family wage jobs while managing growth. The petitioner requests to operate an existing pet grooming business from an accessory structure as a major home occupation. The petitioner has been grooming pets for over seven years and wishes to continue operating her business. The petitioner provides a valuable local service to the community.

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 petitioner requests to vary from the requirements of a major home occupation, which requires a special use for parcels in the "A-2" Agricultural district less than 5 acres and/or in a platted subdivision. The request is consistent with the land uses allowed in the Agricultural Land Use Form which include agriculture, open space, and mineral extraction and indicate that other types of development are restricted to the lowest producing agricultural land. The request is consistent with the Peoria County Growth Strategy of generating economic opportunity and stability, promoting economic wellbeing, and encouraging economic vitality and family wage jobs while managing growth. The petitioner requests to operate an existing pet grooming business from an accessory structure on a 1.31-acre residentially used parcel.

CONSISTENCY WITH COMMUNITY CHARACTER: The petitioner requests to operate an existing pet grooming business as a major home occupation from an accessory structure. Agriculture is the only land use within a half-mile of the subject parcel. The current land use on the subject parcel is residential.

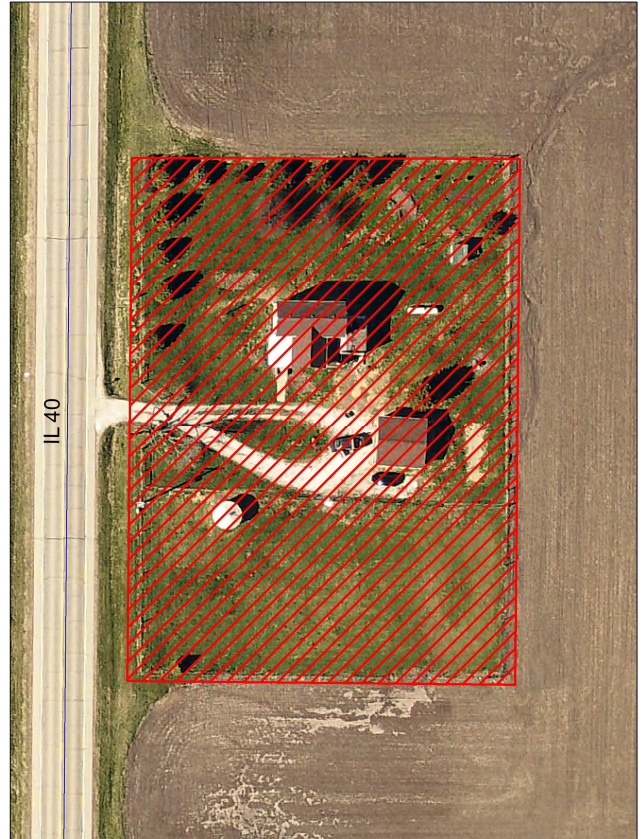
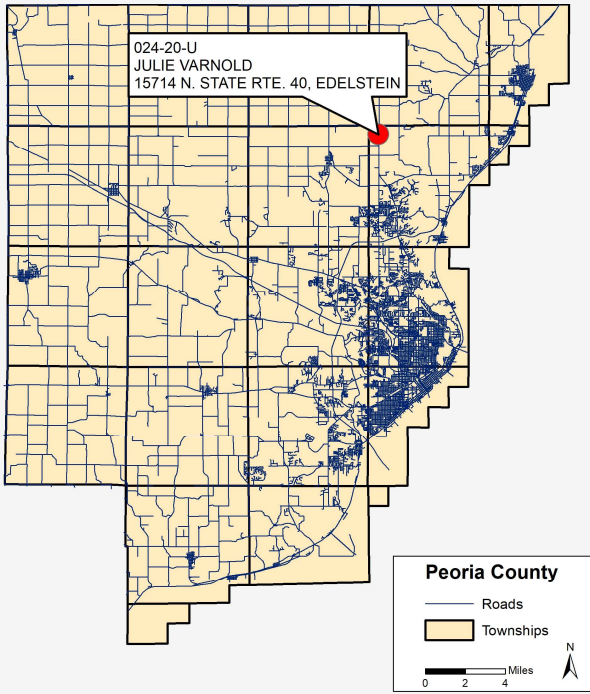
While the request is not consistent with the agricultural uses and character of the surrounding area, the subject parcel is far removed from surrounding residential uses and should have minimal to no impact on surrounding agricultural uses.

MINIMIZING ADVERSE EFFECTS: The proposed use should not create excess noise nor negative visual effects. The proposed grooming shed will be located behind an existing detached garage, and customers will usually drop off their pets instead of staying on the property. Any change to the transportation system should be minimal. The petitioner sees no expected traffic impacts due to the way the business schedules appointments, and grooming sessions are by appointment only.

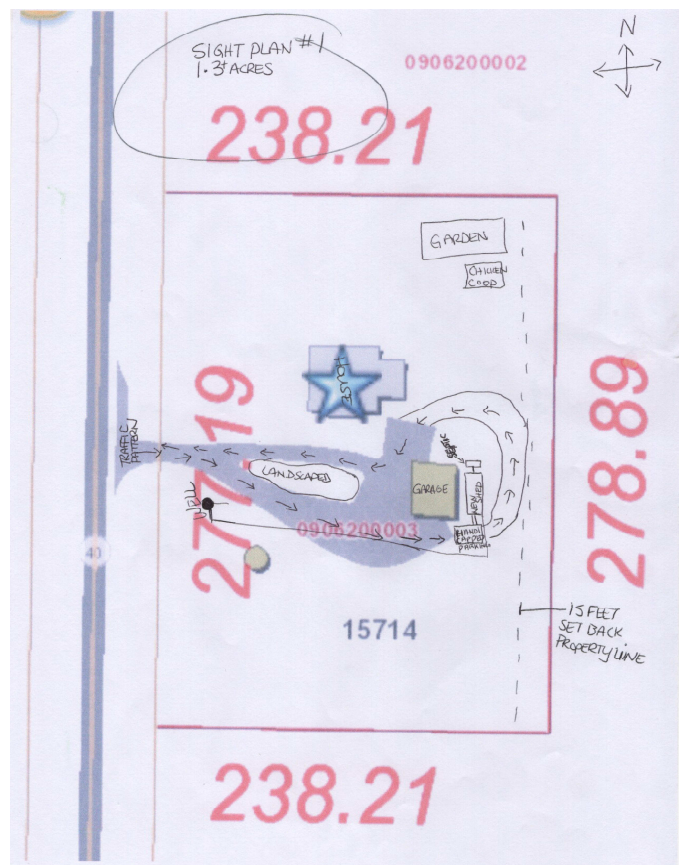
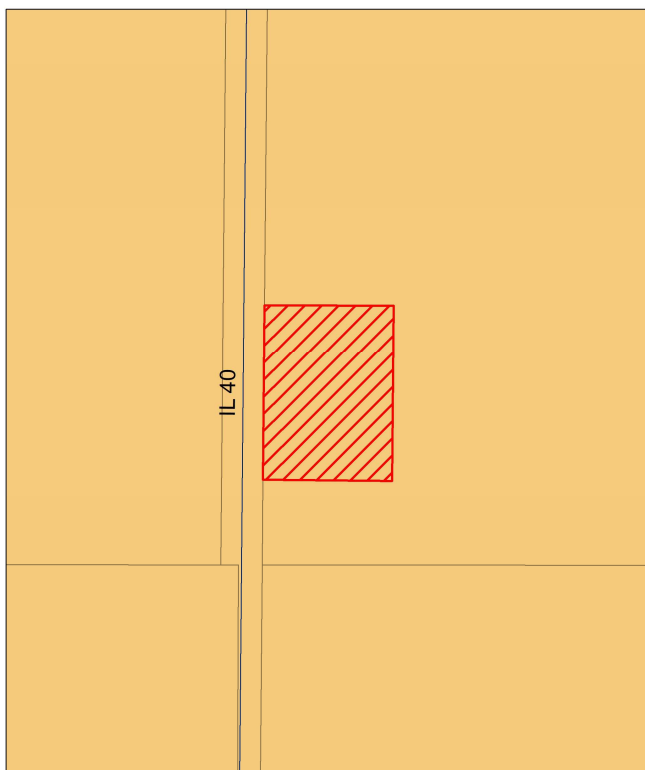
PRESENCE OF NATURAL/HISTORICAL RESOURCES: The request does not impact known natural or historical resources.

COMPLIANCE WITH ADDITIONAL STANDARDS: The proposed use will comply with additional standards for a major home occupation in the “A-2” Agriculture zoning district as specified in the Unified Development Ordinance. If this special use request is granted, the proposed use will be compliant with the use standards of the Unified Development Ordinance. The petitioner will also comply with the requirements of Section 20-7.5, “Signs.” Not more than one non-illuminated, non-projecting sign measuring 2 square feet per face may be displayed on the dwelling. The applicant will be responsible to attain all required permits from the Peoria City/County Health Department, the Peoria County Planning & Zoning Department, and the Illinois Department of Transportation.

**ZONING BOARD of APPEALS
JULY 9, 2020**



Future Land Use Form



RECOMMENDATION

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

1. As required in Section 20-7.3.7, the home occupation permit shall expire when the resident changes the home occupation; or when the home occupation ceases operation for one year or longer; or when the resident (permittee) moves away from the property.
2. As required in Section 20-7.3.8, permits for all home occupations shall be renewed on an annual basis and a fee shall be paid in accordance with the provisions of Section 1.6 ("Review Fees"). At the time of the annual renewal of the permit, the Zoning Administrator shall verify that the home occupation continues to meet the standards set forth in this section and may inspect any home occupation to verify such compliance.
3. Parking shall be required to accommodate off-street parking for client or customers, according to the provisions set forth in Section 20-7.7, Table 7.3 "Parking Requirements". The petitioner is required to install 3 parking spaces including 1 parking space for the handicapped.
4. The business cannot start operations until the wastewater can be properly disposed of per Chapter 19, Article II, Division 1, Section 19-7 of the Peoria County Ordinance, and the petitioner has acquired a permit from the Peoria City/County Health Department.
5. The Special Use is contingent upon the reconstruction of the driveway. The petitioner must apply for a Highway Permit to reconstruct the existing driveway to current commercial-use standards, as determined by the Illinois Department of Transportation

Respectfully submitted,

Taylor Armbruster
Planner I

Kathi Urban
Director

MINUTES OF THE DELIBERATION OF THE
PEORIA COUNTY ZONING BOARD OF APPEALS

A meeting of the Peoria County Zoning Board of Appeals was held on Thursday, July 9, 2020, in Room 403 of the Peoria County Courthouse, 324 Main Street, Peoria, Illinois. The meeting was called to order by Chairperson Loren Bailliez at 9:00 a.m.

PRESENT: Loren Bailliez, Linda O'Brien, Greg Happ, Greg Fletcher, Andrew Keyt

ABSENT: Leonard Unes, Jim Bateman, John Harms, Justin Brown

STAFF: Kathi Urban – Director
Corbin Bogle – Planner I
Taylor Armbruster – Planner I
Jennie Cordis Boswell, via teleconference – Civil Assistant State's Attorney
Ellen Hanks - ZBA Administrative Assistant

Case No. 024-20-U at 9:00 a.m. Hearing to be held in room 403, of the Peoria County Courthouse, Peoria, Illinois.

Petition of **JULIE VARNOLD, acting on her own behalf**, a **SPECIAL USE** as required in Section 20.5.2.2.1.b of the Unified Development Ordinance. This section allows for a special use for a Major Home Occupation in the "A-2" Agriculture Zoning District, when the lot is less than 5 acres in size and/or is located with a platted subdivision. The petitioner proposes to operate a pet grooming business from a 1.31 acre parcel. Also, a Special Use as required in Section 20-7.3.2.3 of the Unified Development Ordinance to vary from the requirement that the home occupation may employ no more than one (1) person who is not a resident of the dwelling unit. The petitioner proposes to employ two (2) people who are not residents of the dwelling unit. Also, a Special Use as required in Section 20-7.3.2.7 of the Unified Development Ordinance to vary from the requirement that the home occupation shall not be open to the public between the hours of 7:00 pm and 9:00 am. The petitioner proposes to open the business at 8:00 am. Also, a Special Use as required in Section 20-7.3.5.1 of the Unified Development Ordinance to vary from the requirement that the home occupation shall occupy no more than 1,000 square feet of an accessory structure which may be used for storage purposes only. The petitioner proposed to operate the business from a 432 sq. ft. accessory structure.

FINDINGS OF FACT FOR SPECIAL USES

Section 20-3.5.4

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

1. That the special use will be consistent with the purposes, goals, objectives, and standards of any officially adopted County plan and these regulations, or if not consistent, the factors which justify deviation;
 - The petitioner will build an 18' x 24' building for a pet grooming business behind the current garage. The business will employ 2 people and the petitioner has been doing this business for 7+ years in different locations. The Department of Transportation is requesting that the driveway meet commercial standards.

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 property is located in an agriculture and rural area, plus there are no other homes nearby.
3. That the design of the 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 business will operate between 8 am and 4 pm. The pets will all be dropped off and picked up before 4 pm each day of operation.
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; and
 - Th applicant has no knowledge of any natural or historical resources.
5. That the proposed use will comply with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the ordinances of the County.
 - All ordinances will be satisfied in this pet grooming business.

A motion to approve the Findings of Fact was made by Mr. Happ and seconded by Mr. Fletcher. affirmative votes; (5-0). A motion to approve the Special Use with restrictions was made by Ms. O'Brien and seconded by Mr. Fletcher. A vote was taken, and the motion was approved; (5-0)

Meeting adjourned 11:48 a.m.

Respectfully submitted,

Ellen Hanks
ZBA 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 with restrictions, Petition of Julie Varnold.

RESOLUTION

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

WHEREAS, a Special Use is required in Section 20-5.2.2.1.b of said ordinance for the operation of a Major Home Occupation in the A-2 Agricultural Zoning District when the lot is less than 5 acres in size and/or is located within a platted subdivision; and

WHEREAS, said ordinance allows for variations from the standards of home occupations individually by Special Use in the “A-2” Agricultural Zoning District; and

WHEREAS, a Special Use is required in Section 20-7.3.2.3 of said ordinance to vary from the requirement that the home occupation may employ no more than one (1) person who is not a resident of the dwelling unit; and

WHEREAS, a Special Use is required in Section 20-7.3.2.7 of said ordinance to vary from the requirement that the home occupation shall not be open to the public between the hours of 7:00 pm and 9:00 am; and

WHEREAS, a Special Use is required in Section 20-7.3.5.1 of said ordinance to vary from the requirement that the home occupation shall occupy no more than 1,000 square feet of an accessory structure which may be used for storage purposes only; and

WHEREAS, a hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on July 9, 2020 in Case No. 024-20-U; 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 July 9, 2020, and voted to recommend approval of the Special Use request for a major home occupation as required in Section 20-5.2.2.1.b, the Special Use request relating to employment of more than one (1) person as required in Section 20-7.3.2.3, the Special Use request relating to opening the business before 9:00 am as required in Section 20-7.3.2.7, and the Special Use request relating to operating the business from a 432 square foot accessory structure as required in Section 20-7.3.5.1; a copy of the ZBA’s findings of fact is attached; and

WHEREAS, your Committee met on July 28, 2020 to consider the ZBA’s recommendation and voted to approve the Special Use with the following restrictions:

1. As required in Section 20-7.3.7, the home occupation permit shall expire when the resident changes the home occupation; or when the home occupation ceases operation for one year or longer; or when the resident (permittee) moves away from the property.

2. As required in Section 20-7.3.8, permits for all home occupations shall be renewed on an annual basis and a fee shall be paid in accordance with the provisions of Section 1.6 ("Review Fees"). At the time of the annual renewal of the permit, the Zoning Administrator shall verify that the home occupation continues to meet the standards set forth in this section and may inspect any home occupation to verify such compliance.
3. Parking shall be required to accommodate off-street parking for clients or customers, according to the provisions set forth in Section 20-7.7, Table 7.3 "Parking Requirements." The petitioner is required to install 3 parking spaces including 1 parking space for the handicapped.
4. The business cannot start operations until the wastewater can be properly disposed of per Chapter 19, Article II, Division 1, Section 19-7 of the Peoria County Ordinance, and the petitioner has acquired a permit from the Peoria City/County Health Department.
5. The Special Use is contingent upon the reconstruction of the driveway. The petitioner must apply for a Highway Permit to reconstruct the existing driveway to current commercial-use standards, as determined by the Illinois Department of Transportation.

NOW THEREFORE BE IT ORDAINED, by the County Board of Peoria County, that the Special Use in Case No. 024-20-U is hereby approved.

NOTICE: Approval of this special use does not constitute approval of wells or septic systems for the property required by the Peoria City/County Health Department.

RESPECTFULLY SUBMITTED,
LAND USE COMMITTEE

AGENDA BRIEFING

COMMITTEE: Land Use
MEETING DATE: July 28, 2020

LINE ITEM: N/A
AMOUNT: N/A

ISSUE:

ZBA Case #028-20-V. A Variance request from Section 20-7.1.1.2 of the Unified Development Ordinance, which requires that the height of a telecommunication facility shall not exceed 75 feet, if located in a residential zoning district. The petitioner proposed to construct a telecommunications tower at a height of 195 feet in the “R-R” Rural Residential Zoning District, resulting in a variance request of 120 feet. Also, a Variance request from Section 20-7.1.1.3 of the Unified Development Ordinance, which requires that the lot line set back distance to the nearest residential zoned lot shall be at least 50% of the height of the telecommunication facility’s supporting structure. The petitioner proposed to construct a telecommunications tower at a distance of 82 ft. 1 in. from the residential lot to the north, resulting in a variance request of 15 ft. 5 in.

BACKGROUND/DISCUSSION:

This case is in District #12, which is County Board member Rachel Reliford’s district. The petitioner, **Josh Watson as agent for USCOC of Central Illinois, LLC**, requests variances from the required maximum height of 75 feet for a telecommunications carrier facility located in a residential zoning district and the required setback of 50% of the height of the supporting structure from the nearest residentially zoned lot. The parcel is located at 5000 N. Koerner Road in the NE ¼ of section 22 of Kickapoo Township on Koerner Rd. The parcel has frontage along Koerner Road, a township road, and I-74, a state highway. There are 0 consents and 0 objections on file. The petitioner proposes to construct a telecommunications tower with a height of 195 feet at the subject parcel 82 feet 1 inch from the nearest residentially zoned lot to the north. The adjacent property to the north is under the same ownership as the subject property. The petition states that the site has been selected based upon topography of the area, the need to increase capacity, and to overlap coverage with other sites to provide continuous service. The petition also states that the nature of wireless technology requires sites to be spaced correctly from other sites, and antennas to be placed at adequate heights to achieve their coverage objective. According to the site plan included in the petition, the tower will meet the setback requirement on all but the northern property line. All landscaping requirements will also be met. The Peoria County Highway Department has no objections to the request. Access to the parcel must be coordinated with the Highway Department prior to construction. All oversized / overweight construction loads to this construction site require an oversized / overweight permit.

COUNTY BOARD GOALS:



HEALTHY VIBRANT COMMUNITIES

ZBA RECOMMENDATION: *Approval (4-0)*

COMMITTEE ACTION: Approval (4-0) (Ms. Pastucha voted via teleconference. Mr. Windish was absent.)

PREPARED BY: Corbin Bogle, Planner I

DEPARTMENT: Planning & Zoning

DATE: July 17, 2020

REPORT TO THE ZONING BOARD OF APPEALS FOR THE JULY 9, 2020 PUBLIC HEARING

DATE: June 30, 2020

CASE/PETITIONER: 028-20-V Josh Watson as agent for USCOC of Central Illinois, LLC / 769 Hamilton Cir Se., Atlanta, GA 30312 (owner, Michael D and Karen Powers, 5010 N. Koerner Rd., Peoria, IL 61615)

LOCATION: NE 1/4, Section 22, Kickapoo Twp. / 5000 N. Koerner Rd., Peoria, IL 61615
Parcel ID 13-22-200-028

REQUEST: A Variance request from Section 20-7.1.1.2 of the Unified Development Ordinance, which requires that the height of a telecommunication facility shall not exceed 75 feet, if located in a residential zoning district. The petitioner proposed to construct a telecommunications tower at a height of 195 feet in the “R-R” Rural Residential Zoning District, resulting in a variance request of 120 feet. Also, a Variance request from Section 20-7.1.1.3 of the Unified Development Ordinance, which requires that the lot line set back distance to the nearest residential zoned lot shall be at least 50% of the height of the telecommunication facility’s supporting structure. The petitioner proposed to construct a telecommunications tower at a distance of 82 ft. 1 in. from the residential lot to the north, resulting in a variance request of 15 ft. 5 in.

LOT SIZE: 1.73 acres

EXISTING ZONING: “R-R” Rural Residential

SURROUNDING ZONING: North, South, & West: “R-R” Rural Residential
East: “A-2” Agricultural

EXISTING LAND USE: Vacant

SURROUNDING LAND USE: North: Residential
East: Timberland
South & West: I-74 Right-of-way & Residential

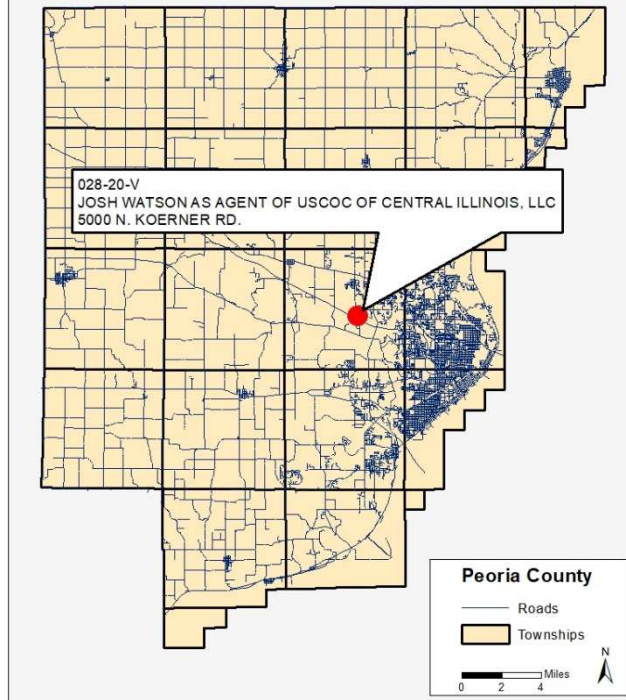
CASE BACKGROUND: The petitioner, **Josh Watson as agent for USCOC of Central Illinois, LLC**, requests variances from the required maximum height of 75 feet for a telecommunications carrier facility located in a residential zoning district and the required setback of 50% of the height of the supporting structure from the nearest residentially zoned lot. The petitioner proposes to construct a telecommunications tower with a height of 195 feet at the subject parcel 82 feet from the nearest residentially zoned lot to the north. The petition states that the site has been selected based upon topography of the area, the need to increase capacity, and to overlap coverage with other sites to provide continuous service. The petition also states that the nature of wireless technology requires sites to be spaced correctly from other sites, and antennas to be placed at adequate heights to achieve their coverage objective. According to the site plan included in the petition, the tower will meet the setback requirement on all but the northern property line. The Peoria County Highway Department has no objections to the request. Access to the parcel must be coordinated with the Highway Department prior to construction. All oversized / overweight construction loads to this construction site require an oversized / overweight permit.

Respectfully submitted,

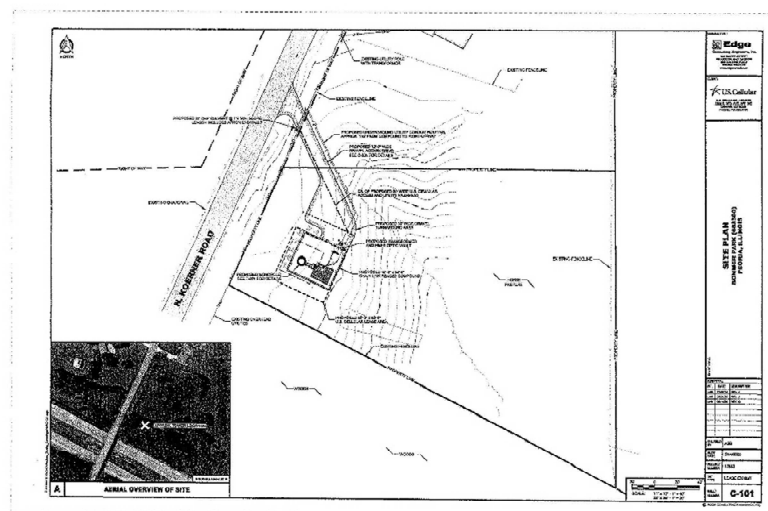
Corbin Bogle
Planner I

Andrew Braun
Assistant Director

**ZONING BOARD of APPEALS
JULY 9, 2020**



Future Land Use Form



MINUTES OF THE DELIBERATION OF THE
PEORIA COUNTY ZONING BOARD OF APPEALS

A meeting of the Peoria County Zoning Board of Appeals was held on Thursday, July 9, 2020, in Room 403 of the Peoria County Courthouse, 324 Main Street, Peoria, Illinois. The meeting was called to order by Chairperson Loren Bailliez at 9:00 a.m.

PRESENT: Loren Bailliez, Andrew Keyt, Linda O'Brien, Greg Happ, Greg Fletcher,

ABSENT: Jim Bateman, Leonard Unes, John Harms, Justin Brown

STAFF: Kathi Urban – Director
Corbin Bogle – Planner I
Taylor Armbruster – Planner I
Jennie Cordis Boswell, via teleconference – Civil Assistant State's Attorney
Ellen Hanks - ZBA Administrative Assistant

Case No. 028-20-V at 10:00 a.m. Hearing to be held in room 403, of the Peoria County Courthouse, Peoria, Illinois.

Petition of **USCOC OF CENTRAL ILLINOIS, LLC – JOSH WATSON (agent), a Corporation (Joshua Robert Watson of 5656 N. Wayne Ave. #1, Chicago, IL 60660 – owner, and Paul Richard Reinhardt II of 9575 Kingston Crossing Circle, Johns Creek, GA 30022 – owner), acting on behalf of MICHAEL D. & KAREN POWERS (owners), a VARIANCE** request from Section 20-7.1.1.2 of the Unified Development Ordinance, which requires that the height of a telecommunication facility shall not exceed 75 feet, if located in a residential zoning district. The petitioner proposed to construct a telecommunications tower at a height of 195 feet in the "R-R" Rural Residential Zoning District, resulting in a variance request of 120 feet. Also, a Variance request from Section 20-7.1.1.3 of the Unified Development Ordinance, which requires that the lot line set back distance to the nearest residential zoned lot shall be at least 50% of the height of the telecommunication facility's supporting structure. The petitioner proposed to construct a telecommunications tower at a distance of 82 ft. 1 in. from the residential lot to the north, resulting in a variance request of 15 ft. 5 in.

FINDINGS OF FACT FOR TELECOMMUNICATIONS CARRIER FACILITIES VARIANCES

Section 20-3.9.4

The findings of the ZBA or the County Board shall consider the following and no other matters:

1. Whether, but for the granting of a variance, the service that the telecommunication carrier seeks to enhance or provide with the proposed facility will be less available, impaired or diminished in quality, quantity, or scope of coverage;
 - The service that the telecommunications carrier seeks to enhance will provide with the proposed facility will be less available, impair and diminish in quality and quantity or scope of coverage. This is demonstrated by the radio frequency coverage maps generated by the engineering team and U.S. Cellular.
2. Whether the conditions upon which the application for the variance is based are unique in some respect or, if not, whether the strict application of the regulations would result in a hardship on the telecommunications carrier;

- The location chosen was done so because it provides the best possible coverage. The zoning of the property allows for this use and it is the landowners wish to use the property for this use. Denying the variance would result in a hardship to the telecommunications carrier as they would not be able to provide coverage to the area. Other property options in the area have been exhausted. Strict application of the regulations may also require multiple facility locations instead of just this one.
3. Whether a substantial adverse effect on public safety will result from some aspect of the facility's design or proposed construction, but only if that aspect of design or construction is modifiable by the applicant;
 - The height and setback variances will not have a substantial adverse effect on surrounding properties. Although unlikely, should failure occur, the tower will not pose a risk to surrounding structures. The tower will be designed with a break point so that if failure does occur, it will only affect the property it is located on. This is supported by the engineering fall zone letter provided by the manufacturer. The facility is unmanned and there will be no substantial change to the traffic on Koerner Road.
 4. Whether there are benefits to be derived by the users of the services to be provided or enhanced by the facility and whether public safety and emergency response capabilities would benefit by the establishment of the facility; and
 - The benefits to U.S. Cellular customers as well as roaming providers are currently demonstrated by the increase in coverage, which is illustrated on the coverage maps. The tower is designed to allow for location of more equipment, therefore, it has the capacity to hold other communication carriers as well as emergency and public safety equipment if need occurs, exists, or arises in the future.
 5. The extent to which the design of the proposed facility reflects compliance with the following:
 - a. No building or tower that is part of a facility should encroach onto any recorded easement prohibiting the encroachment unless the grantees of the easement have given their approval.
 - No building or tower that is part of this facility encroaches onto any recorded easement. This is supported by the survey that was submitted along with the application.
 - b. Lighting should be installed for security and safety purposes only. Except with respect to lighting required by the FCC or FAA, all lighting should be shielded so that no glare extends substantially beyond the boundaries of a facility.
 - This tower will not be lighted as markings or lighting is not required by the FAA. This is supported by the FAA Documentation of No Hazard that was submitted alongside the application.
 - c. No facility should encroach onto an existing septic field.
 - The facility does not encroach on any septic field.
 - d. Any facility located in a special flood hazard area or wetland should meet the legal requirements for those lands.
 - The subject site is not located in a special flood hazard or wetland area.
 - e. Existing trees more than 3 inches in diameter should be preserved if reasonably feasible during construction. If any tree more than 3 inches in diameter is removed during construction, a tree 3 inches in diameter of the same or a similar species shall be planted

as a replacement if reasonably feasible. Tree diameter shall be measured at a point 3 feet above ground level.

- No trees of 3" of diameter or more are being removed as a part of this construction project.
- f. If any elevation of a facility faces an existing, adjoining residential use within a residential zoning district, low maintenance landscaping should be provided on or near the facility lot to provide at least partial screening of a facility. The quantity and type of that landscaping should be in accordance with Section 7-7, Table 7-3 except that paragraph (e) of this subsection (f) shall control over any tree-related regulations imposing a greater burden.
- Landscaping is being planned on the west side and the northwest corner of the facility. The northeast, west, and south sides of the property are already screened by large trees and the interstate borders the property on the south.
- g. Fencing should be installed around a facility. The height and materials of the fencing should be in accordance with Section 7-5.
- The proposed fence is a 6' chain link fence with 2 strands of barbed wire across the top to dissuade illegal access to the facility.
- h. Any building that is part of a facility located adjacent to a residentially zoned lot should be designed with exterior materials and colors that are reasonably compatible with the residential character of the area.
- No buildings are proposed for this facility.

A motion to approve the Findings of Fact was made by Mr. Fletcher and seconded by Ms. O'Brien. Four affirmative votes; (4-0) (Mr. Happ absent for vote.) A motion to approve the telecommunications variance was made by Mr. Keyt and seconded by Mr. Fletcher. A vote was taken and the motion was approved; (4-0) (Mr. Happ absent for vote.)

Meeting adjourned 11:48 a.m.

Respectfully submitted,

Ellen Hanks
ZBA Administrative Assistant

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Land Use Committee does hereby recommend passage of the following Ordinance:

RE: Approval of Variance, Josh Watson as agent for USCOC of Central Illinois,
ILC

ORDINANCE

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

WHEREAS, said ordinance requires a variance for telecommunications towers that will exceed 75 feet in residential zoning districts; and

WHEREAS, the petitioner requested to erect a telecommunications tower with a height of 195 feet resulting in a variance request of 120 feet; and

WHEREAS, said ordinance also requires a variance for telecommunications towers that will not meet the minimum lot line set back distance to the nearest residential zoned lot of 50% of height of the telecommunication facility's supporting structure; and

WHEREAS, the petitioner requested to erect a telecommunications tower 82 feet 1 inch from the residential lot to the north resulting in a variance request of 15 feet 5 inches; and

WHEREAS, a hearing on said Variance was held before the Zoning Board of Appeals (ZBA) on July 9, 2020 in Case No. 028-20-V; a copy of the deliberation minutes of said hearing and a legal description of the subject property is attached; and

WHEREAS, the ZBA deliberated its decision on July 9, 2020 and voted to recommend approval of the Variance; a copy of the ZBA's findings of fact is attached;

WHEREAS, your Committee met on July 28, 2020 to consider the ZBA's recommendation and voted to approve the Variance; and

WHEREAS all decisions by the County Board shall be supported by written findings of fact, pursuant to Section 20-3.9.8 of the Peoria County Code;

NOW THEREFORE BE IT ORDAINED, by the County Board of Peoria County, the variance requested in Case No. 028-20-V is hereby approved.

RESPECTFULLY SUBMITTED,
LAND USE COMMITTEE

AGENDA BRIEFING

COMMITTEE: Executive Committee
MEETING DATE: July 29, 2020

LINE ITEM: N/A
AMOUNT: See below

ISSUE: RESOLUTION: Hanna City Trail Negotiation Commission Membership and Participation

BACKGROUND/DISCUSSION:

For several years, the County along with Fulton County, the Village of Hanna City, and City of Farmington have worked collaboratively to first railbank with the U.S. Surface Transportation Board a 24.7 mile stretch of Union Pacific railroad right-of-way. This railroad right-of-way was used decades ago when there was active mining in western Peoria County and adjacent Fulton County. For at least the last 25 years, the railroad has not been used as a railroad. Advocates of converting the right-of-way from rail-to-trail have been working together to achieve this common goal.

The Illinois Department of Natural Resources (IDNR) has filed on behalf of the four governments and other advocates a railbanking notice with the Surface Transportation Board every six (6) months. The parties were recently advised that only one (1) additional railbanking notice is going to be permitted by the Surface Transportation Board. As a result, the Village of Hanna City convened meetings in the winter and virtually this spring to discuss options. Participants, including Member Williams, and IDNR Secretary Callahan (of western Peoria County), believe now is the time to finalize the acquisition of the right-of-way.

The Village of Hanna City has applied for a federal grant that will cover 80% of the right-of-way acquisition costs. The remaining 20% is a required local match. The attached intergovernmental agreement creates a commission whose purpose will be to negotiate and finalize a purchase agreement with Union Pacific. The purchase must also be approved by the Surface Transportation Board. Current estimates place the acquisition price at approximately \$2.08 million. Of that total, the County of Peoria's share of the local match is \$170,225.80.

IDNR is also pursuing a second grant that would cover half of the local match. The resolution attached authorizes the County Board Chairman to execute the Intergovernmental Agreement; appoints Member Williams as the County's representative on the Commission; appropriates up to \$175,000 from the County-State Capital Improvement (Keystone) Fund as a pledge of Peoria County's commitment to the project; and urges the other local governments to adopt the intergovernmental agreement while appropriating their proportional share of the required local match.

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP



HEALTHY VIBRANT COMMUNITIES



COLLABORATION

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION:

APPROVED 7/29/20 (11-0 VOTES) MS. PASTUCHA AND MR. ROSENBOHM VOTED AYE VIA TELECONFERENCE

PREPARED BY: Scott Sorrel
DEPARTMENT: County Administration

DATE: July 27, 2020

**INTERGOVERNMENTAL AGREEMENT
HANNA CITY TRAIL
Trail Negotiation Commission**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the City of Farmington, Fulton County, Village of Hanna City, and Peoria County. Each of the foregoing are hereinafter individually referred to as an “Agency” and hereinafter collectively referred to as the “Agencies.”

WITNESSETH:

WHEREAS, the continued development and organization of the Peoria metropolitan area has increased public awareness of the importance of maintaining open space and providing recreational opportunities for individuals throughout the metropolitan area; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves and with the State to obtain or share services and to exercise, combine or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes and encourages cooperative agreements between units of Illinois’ state and local government; and

WHEREAS, Fulton and Peoria County have completed Greenway Plans independent of each other that identify the existing Union Pacific Railroad-owned right-of-way extending from Bellevue to Middle Grove as a potential recreational trail opportunity, locally known as the Hanna City Trail; and

WHEREAS, the Agencies have requested the Illinois Department of Natural Resources (hereinafter referred to as “IDNR”) to act on their behalf to file documents with the Surface Transportation Board toward preserving the Union Pacific Railroad (Rail-banking) known as the Hanna City Trail (hereinafter referred to as “Project”); and

WHEREAS, the Agencies are authorized to participate in the development of the Project and execute this Intergovernmental Agreement by act of their duly constituted Boards; and

WHEREAS, the Agencies and key stakeholders have been meeting in a cooperative effort concerning the formulation and development of the Project, which involved the acquisition of a twenty-four and seven tenths (24.7)-mile right-of-way in Fulton and Peoria Counties; and

WHEREAS, when completed, the Project will extend from Kickapoo Creek Road and follow Route 116 West to Middlegrove. The rail corridor traverses the following communities: Bellevue, Hanna City, Eden, Trivoli, and Cramer in Peoria County and Farmington and Middlegrove in Fulton County. The corridor has a one hundred (100)-foot right-of-way along most of its length. There are fourteen (14) road crossings along the corridor in Peoria County and five (5) in Fulton County; and

WHEREAS, the Project will provide numerous public benefits as a key regional trail connection as noted in BikeConnect HOI, including (a) directly serving the transportation and recreational needs of more than twenty-two thousand three hundred (22,300) individuals residing in three (3) communities adjacent to the Project; (b) linking those individuals to the Kickapoo Creek Road and Canoe Trails, Wildlife Prairie Park, and the Rock Island Trail for a total of over fifty (50) miles of bicycle trails, and year-round usage of multiple user groups; (c) providing an alternative means of transportation for individuals commuting to work, shopping, recreation, and other destinations; and (d) providing stimulus for economic redevelopment and inter-county connectivity to eco-tourism sites with the potential Canton to Yates City Rail-Trail; and

WHEREAS, the Village of Hanna City has submitted an application for a Federal Recreational Trails Program (hereinafter referred to as “Grant”) administered by the IDNR for the acquisition of the right-of-way from the Union Pacific Railroad for the purpose of the Project; and

WHEREAS, under the term of the Grant, each Agency is responsible for twenty percent (20%) of the acquisition costs associated with that portion of the Project within its jurisdiction, with the federal government being responsible for eighty percent (80%) of the acquisition costs; and

WHEREAS, the total cost of acquisition for the Project is estimated to be two million eighty-one thousand and no/100 dollars (\$2,081,000), eighty percent (80%) of which is subject to reimbursement under the Grant; and

WHEREAS, the Village of Hanna City has been designated as the lead Agency for the Project, with responsibility for coordinating all aspects of the Project and for monitoring the Project in conjunction with IDNR; and

WHEREAS, each Agency has agreed to participate in the Project in accordance with the provisions set forth in the Intergovernmental Agreement for the establishment of the Trail Negotiation Commission (hereinafter referred to as “Commission”) that was previously approved by each of the participating Agencies; and

WHEREAS, the purpose of this Intergovernmental Agreement is limited solely to the acquisition of right-of-way, completion of Phase I and II Engineering, Construction, Construction Engineering and future Operation and Maintenance of the Project.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the Agencies agree as follows:

1. **Incorporation of Preambles.** The preambles set forth above are incorporated herein and made a part thereof.
2. **Establishment of Commission.** In accordance with the intent of the Agencies to plan for the Project, the Agencies agree to designate a duly authorized representative and alternate to serve as a member and constitute the Commission. The purpose of the Commission is to fully represent the jurisdictions herein referred during negotiations with Union Pacific Railroad, upon successful notification by the Surface Transportation Board that a National Interim Trail Use Certificate has been established.

3. **Lead Agency.** The Village of Hanna City will act as Lead Agency for the Commission during negotiations with Union Pacific Railroad and also serve as the same in multiple jurisdiction grants or acquisitions involving the Project.
4. **Project Payment.** Notwithstanding anything in the Project to the contrary, the estimated cost of the acquisition related to each Agency is identified in the table dated March 2, 2020 entitled: “Hanna City Trail Acquisition Cost Summary” (hereinafter referred to as the “Cost Summary”), which is attached hereto and incorporated herein as Exhibit A. If awarded, each Agency shall pay their proportionate share as outlined in Exhibit A.
5. **Cooperation.** If the Agencies have reason to believe that a violation of this Agreement has occurred or is occurring, written notice thereof specifying in detail the violation and the facts supporting the claim shall be served upon the party to this agreement that allegedly committed or is permitting such violation to occur. The Agencies agree to act in good faith and to cooperate with each other to resolve any disputes which may arise in the performance of this Agreement. The Agencies may use any legal action or proceeding, whether at law or in equity, to enforce any provision of this Agreement against the party and to recover any damages including, but not limited to, reasonable attorney fees from said party. Venue shall be in the 10th Judicial Circuit, Peoria County.
6. **Indemnification.** Each Agency shall defend, hold harmless and indemnify the other Agencies, and their respective elected officials, officers, employees and agents from and against all claims, liabilities, causes of action, losses, judgements, settlements, damages and expenses (including, but not limited to, reasonable expert witness and attorney fees) that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the negligent or intentional acts or omissions of the indemnifying Agency’s performance of its obligations under this Agreement. Said indemnification by each Agency, however, shall not be construed as a waiver of any immunities or defenses any Agency may have pursuant to the Local Governmental and Governmental Employees Tort Immunity Act (745ILCS 10/1-101 et seq.).
7. **Construction.** By entering into this Agreement, each Agency agrees to consider entering into a future intergovernmental agreement for Phase I and II engineering, construction, and construction engineering of the Project.
8. **Transfers.** No Agency shall sell, assign or otherwise transfer its interest under this Agreement without the written approval of the other Agencies. The provisions set forth in this Agreement shall be binding upon and inure to the benefit of the approved successors and assigns of the Agencies.

9. **Notices.** All notices given under this Agreement shall be in writing and shall be either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours coupled with the mailing of the original in the U.S. Mail on the same day, postage prepaid, or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States Mail. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United State Postal Service. Notices shall be served at the following addresses:

City of Farmington
Attn: Kent Kowal, Mayor
322 E. Fort St. #101
Farmington, IL 61531
Phone: (309) 245-4277

Fulton County
Attn: Patrick O'Brian, County Board Chairman
100 N. Main St.
Lewistown, Illinois 61542
Phone: (309) 547-3041

Village of Hanna City
Attn: Fred Winterroth, Mayor
313 N. First St.
Hanna City, IL 61536
Phone: (309) 565-7411

Peoria County
Attn: Scott Sorrel, County Administrator
324 Main St., Room 502
Peoria, IL 61602
Phone: (309) 672-6056

10. **Execution.** Each Agency shall approve this Agreement by the execution of a separate signature page and shall send the original page to the Village of Hanna City. After the original signature pages have been received, the Village of Hanna City shall provide each with a fully executed copy of this Agreement.

11. **Incorporation.** The provisions set forth herein represent the entire agreement between the Agencies and supersede any previous oral or written agreements, as it is the intent of the Agencies to provide for integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing and signed by each agency.

IN WITNESS THEREOF, the parties have entered into this Agreement as of the _____ day of _____, 2020.

**SIGNATURE PAGE FOR INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR ESTABLISHMENT OF
THE HANNA CITY TRAIL COMMISSION**

CITY OF FARMINGTON

By: _____
MAYOR

Attest: _____

**SIGNATURE PAGE FOR INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR ESTABLISHMENT OF
THE HANNA CITY TRAIL COMMISSION**

FULTON COUNTY

By: _____
BOARD PRESIDENT

Attest: _____

**SIGNATURE PAGE FOR INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR ESTABLISHMENT OF
THE HANNA CITY TRAIL COMMISSION**

VILLAGE OF HANNA CITY

By: _____
MAYOR

Attest: _____

**SIGNATURE PAGE FOR INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR ESTABLISHMENT OF
THE HANNA CITY TRAIL COMMISSION**

PEORIA COUNTY

By: _____
BOARD PRESIDENT

Attest: _____

Exhibit A

**Hanna City Trail Acquisition Cost Summary
March 2, 2020**

Agency	Length (miles)	%	80% Federal	20% Local	Total
City of Farmington	5.4	21.9%	\$364,591.20	\$91,147.80	\$455,739.00
Fulton County	3.7	14.9%	\$248,055.20	\$62,013.80	\$310,069.00
Village of Hanna City	5.5	22.3%	\$371,250.40	\$92,812.60	\$464,063.00
Peoria County	10.1	40.9%	\$680,903.20	\$170,225.80	\$851,129.00
Total	24.7	100.0%	\$1,664,800.00	\$416,200.00	\$2,081,000.00

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

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

Re: Intergovernmental Agreement Hanna City Trail Negotiation Commission

RESOLUTION

WHEREAS, the continued development and organization of the Peoria metropolitan area has increased public awareness of the importance of maintaining open space and providing recreational opportunities for individuals throughout the metropolitan area; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves and with the State to obtain or share services and to exercise, combine or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes and encourages cooperative agreements between units of Illinois' state and local government; and

WHEREAS, Fulton and Peoria County have completed Greenway Plans independent of each other that identify the existing Union Pacific Railroad-owned right-of-way extending from Bellevue to Middle Grove as a potential recreational trail opportunity, locally known as the Hanna City Trail; and

WHEREAS, the two counties and the City of Farmington and Village of Hanna City (“Agencies”) have requested the Illinois Department of Natural Resources (“IDNR”) to act on their behalf to file documents with the Surface Transportation Board toward preserving the Union Pacific Railroad (Rail- banking) known as the Hanna City Trail ("Project"); and

WHEREAS, the Agencies are authorized to participate in the development of the Project and execute this Intergovernmental Agreement by act of their duly constituted Boards; and

WHEREAS, the Agencies and key stakeholders have been meeting in a cooperative effort concerning the formulation and development of the Project, which involved the acquisition of a twenty-four and seven tenths (24.7)-mile right-of-way in Fulton and Peoria Counties; and

WHEREAS, when completed, the Project will extend from Kickapoo Creek Road and follow State Route 116 westerly to Middlegrove. The rail corridor traverses the following communities: Bellevue, Hanna City, Eden, Trivoli, and Cramer in Peoria County and Farmington and Middlegrove in Fulton County. The corridor has a one hundred-foot (100') right-of-way along most of its length. There are fourteen (14) road crossings along the corridor in Peoria County and five (5) in Fulton County; and

WHEREAS, the Project will provide numerous public benefits as a key regional trail connection as noted in Bike Connect HOI, including (a) directly serving the transportation and recreational needs of more than twenty-two thousand three hundred (22,300) individuals residing in three (3) communities adjacent to the Project; (b) linking those individuals to the Kickapoo Creek Road and Canoe Trails, Wildlife Prairie Park, and the Rock Island Trail for a total of over fifty (50) miles of bicycle trails, and year-round usage of multiple user groups; (c) providing an alternative means of transportation for individuals commuting to work, shopping, recreation, and other destinations; and (d) providing stimulus for economic redevelopment and inter-county connectivity to eco-tourism sites with the potential Canton to Yates City Rail-Trail; and

WHEREAS, the Village of Hanna City has submitted an application for a Federal Recreational Trails Program (hereinafter referred to as “Grant”) administered by the IDNR for the acquisition of the right-of-way from the Union Pacific Railroad for the purpose of the Project; and

WHEREAS, under the term of the Grant, each Agency is responsible for twenty percent (20%) of the acquisition costs associated with that portion of the Project within its jurisdiction, with the federal government being responsible for eighty (80%) percent of the acquisition costs; and

WHEREAS, the total cost of acquisition for the Project is estimated to be two million eighty-one thousand and no/100 dollars (\$2,081,000), eighty (80%) percent of which is subject to reimbursement under the Grant; and

WHEREAS, the County of Peoria’s share of the local match is estimated to be One-Hundred Seventy Thousand Two-Hundred Twenty-Five Dollars and Eighty Cents (\$170,225.80); and

WHEREAS, this represents an economic development opportunity for the County of Peoria and the local government partners assembled for this project; and

WHEREAS, the Village of Hanna City has been designated as the lead Agency for the Project, with responsibility for coordinating all aspects of the Project and for monitoring the Project in conjunction with IDNR; and

WHEREAS, each Agency has agreed to participate in the Project in accordance with the provisions set forth in the Intergovernmental Agreement for the establishment of the Trail Negotiation Commission (hereinafter referred to as “Commission”), attached; and

WHEREAS, the purpose of this Intergovernmental Agreement is limited solely to the acquisition of right-of-way, completion of Phase I and II Engineering, Construction, Construction Engineering and future Operation and Maintenance of the Project.

NOW, THEREFORE, BE IT RESOLVED, that the County Board authorizes and directs the following:

1. The County Board Chairman to execute the attached Intergovernmental Agreement pending the approval of the Peoria County States Attorney.

2. Appoints County Board Member Sharon K. Williams as the County's designee on the Negotiation Commission.
3. Appropriates in Fiscal Year 2019 an amount equal to \$175,000.00, and expressly for these purposes from the fund balance of the County-State Capitol Improvement (Keystone) Fund into line item 097-2-097-4-461-55181 (land acquisition).
4. Pledges up to \$175,000.00 for the County of Peoria's proportional share of the local match of the land acquisition, provided all the other local government partners appropriate their proportional share of the local match.
5. Encourages the Commission to take all measures possible to decrease the local match required.

RESPECTFULLY SUBMITTED,
EXECUTIVE COMMITTEE

AGENDA BRIEFING

COMMITTEE: County Operations
MEETING DATE: 08/13/2020

LINE ITEM: 080-5-080-7-776-53071
AMOUNT: \$125,290.00

ISSUE: Enterprise Resource Planning Software Selection Consulting Agreement

BACKGROUND/DISCUSSION:

As part of the overall project to improve and upgrade the County's financial system, a project has been launched to select and implement Enterprise Resource Planning (ERP) software.

Enterprise resource planning (ERP) is defined as the ability to deliver an integrated suite of business applications. ERP tools share a common process and data model, covering broad and deep operational end-to-end processes, such as those found in finance, HR, distribution, manufacturing, service, and the supply chain.

The first phase of this project is to select a consulting firm knowledgeable in the development of an RFP to select ERP software and in negotiating a contract for the selected software.

The current systems are antiquated and facing end-of-life dates as soon as September 2021 (technical support) and June 2022 (functional support). This includes Pentamotion, Community Plus, TimeForce, and SilverLight, which cover essential operations such as financial reporting, budget, timekeeping, and payroll.

As such, an Executive Selection Committee was formed of the following cross-departmental team members: County Administrator, Chief Financial Officer, Chief Information Officer, Chief Deputy, County Treasurer. This selection committee was formed to solicit proposals and select a consultant for the software selection phase of the project. Six vendors responded to the Request for Proposal and two were selected as finalists and invited to present their proposals to the selection committee:

VENDOR	Cost
BerryDunn	\$113,900.00
PlanteMoran	\$133,010.00

The committee evaluation criteria and process outlined in the RFP included cost, general information, implementation consulting experience, specific experience implementing ERP software/systems, and project methodology/approach.

RFP Criteria	BerryDunn	PlanteMoran
Cost	√	
General Information	√	
Implementation Consulting Experience	√	
ERP Software Implementation Experience	√	
Project Methodology	√	

With conformance to all five areas of the evaluation criteria, the selection committee unanimously recommends BerryDunn as the consultant best meeting the criteria set forth in the request for proposal and the therefore the vendor best meeting the overall needs of Peoria County.

The cost of the consulting services including RFP development, software selection & negotiation is \$113,900. The total cost with 10% risk reserve is \$125,290.00 and is available from the 2020 IT Services budget.

COUNTY BOARD GOALS:**FINANCIALLY SUSTAINABLE COUNTY GOVERNMENT****QUALITY SERVICES DELIVERED IN A PROFESSIONAL MANNER**

STAFF RECOMMENDATION:

Authorize the County Administrator to negotiate and execute a contract with Berry Dunn McNeil and Parker, LLC (BerryDunn) of Portland, Maine, contingent on funding and legal approval, for the consulting services to develop an RFP, select ERP software, and negotiate the contract with the software provider in an amount not to exceed \$125,290. In the event of an unsuccessful negotiation, the County reserves the right to move to the next most responsible vendor.

COMMITTEE ACTION:

PREPARED BY: Mark Little, Chief Information Officer (on behalf of the ERP Executive Selection Committee)
DEPARTMENT: IT Services
DATE: 8/13/2020



COUNTY OF PEORIA
PURCHASING DIVISION
PEORIA COUNTY COURTHOUSE
324 MAIN STREET - ROOM 501
PEORIA IL 61602

BID REPORT

TO: HONORABLE MEMBERS OF THE PEORIA COUNTY BOARD
SCOTT SORREL, PEORIA COUNTY ADMINISTRATOR

FROM: JIM SMITH, CPPO, CPPB PURCHASING AGENT

SUBJECT: RFP # 80-01-20: ERP CONSULTANT SERVICES

DATE: MAY 11, 2020

CC: MARK LITTLE, CHIEF INFORMATION OFFICER

This office, on behalf of IT Services, solicited proposals for ERP Consultant Services. Six (6) vendor responses were received. The attached tabulation represents all proposals received. Additional bid document information may be required in selecting a bidder. This report does not evaluate specification compliance to the specifications in the RFP.

Peoria County bid tab RFP 80-01-20 ERP Consultant					
Vendor:	Signature Sheet	Non-collusion Affidavit	Cost Sheet	References	EEO Certificate # or Copy of Application
Avero LLC Maryville TN	X	X	X	X	Applied for
Berry Dunn McNeil & Parker LLC Portland ME	X	X	X	X	Applied for
Government Finance Officers Association Chicago IL	X	X	X	X	Applied for
Madiba Inc Irvine CA	X	X	X	X	03596-210630
Plante Moran Southfield MI	X	X	X	X	Applied for
Softresources LLC Kirkland WA	X	X	X	X	Applied for



Official Certificate of Publication as Required by State Law and IPA By-Laws

Certificate of the Publisher

Ganett certifies that it is the publisher of the Peoria Journal Star. Peoria Journal Star a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City Peoria, County of Peoria, Township of Peoria, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time in Peoria Journal Star. The publication of the notice was made in the newspaper, dated and published on February 28th, 2020. The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, the Peoria Journal Star has signed this certificate by Ganett, its publisher, at Peoria, Illinois, on February 28th, 2020.

County of Peoria

Ad # 4698175

By:

Ashley Anderson
Legal Notice Representative
Ganett
Publisher

(Note: Unless otherwise ordered, notarization of this document is **not** required.)

County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND
COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: Avero, LLC
Authorized Agent Name & Title: Abhijit Verekar, President & CEO
Contact Person: Abhijit Verekar
Company Address: 512 West Broadway Avenue
City, State Zip Code: Maryville, TN 37801
Daytime Telephone: (865) 415 - 3848
Daytime Fax: N/A
Daytime E-Mail (if available): av@averoadvisors.com
EEO Certificate of Compliance Num.: applied for

Addenda Received: 3/17/20 3/19/20 3/31/20 4/03/20 4/03/20

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.



Signature of Authorized Agent

5/04/2020

Date

Peoria County reserves the right to reject any and all bids, to wave technicalities
and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS

County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND
COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:


THIS BID SUBMITTED BY:

Company Name:	Berry Dunn McNeil & Parker, LLC
Authorized Agent Name & Title:	Seth Hedstrom, Principal
Contact Person:	Seth Hedstrom
Company Address:	100 Middle Street
City, State Zip Code	Portland, ME 04101
Daytime Telephone:	(207) 541-2212
Daytime Fax:	(207) 774-2375
Daytime E-Mail (if available):	shedstrom@berrydunn.com
EEO Certificate of Compliance Num.:	Provided upon contract award.

Addenda Received: 1 - 3/17 2 - 3/19 3 - 3/31 4 - 4/3 5 - 4/3

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.



Signature of Authorized Agent

May 7, 2020

Date

Peoria County reserves the right to reject any and all bids, to wave technicalities
and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS

County of Peoria Signature Sheet

**EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND
COMPLIANCE WITH THE TOTAL BID PACKAGE.**

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name:

Government Finance Officers Association

Authorized Agent Name & Title:

Michael Mucha, Deputy Executive Director

Contact Person:

Michael Mucha

Company Address:

203 N. LaSalle Street, Suite 2700

City, State Zip Code

Chicago, IL 60601

Daytime Telephone:

312-977-9700

Daytime Fax:

312-977-4806

Daytime E-Mail (if available):

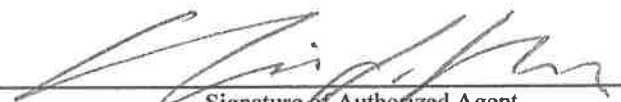
mmucha@gfoa.org

EEO Certificate of Compliance Num.:

Addenda Received: 1 2 3 4 5

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.


Signature of Authorized Agent

5/4/2020
Date

**Peoria County reserves the right to reject any and all bids, to wave technicalities
and select the equipment/services best suited to the county.**

DO NOT FAX OR EMAIL YOUR BIDS

County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND
COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: MADIBA INC
Authorized Agent Name & Title: NICHOLAS LOCKE, EXECUTIVE PARTNER
Contact Person: NICHOLAS LOCKE
Company Address: 16481 SCIENTIFIC WAY
City, State Zip Code: IRVINE CA 92618
Daytime Telephone: (949) 716 8979 x 223
Daytime Fax: (949) 271 4073
Daytime E-Mail (if available): NICK.LOCKE@MADIBA.COM
EEO Certificate of Compliance Num.: 03596-210630
Addenda Received: 1 2 3 4 5

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.



Signature of Authorized Agent

5/3/2020

Date

Peoria County reserves the right to reject any and all bids, to wave technicalities
and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS

County of Peoria signature sheet

County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND
COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: Plante & Moran, PLLC
Authorized Agent Name & Title: Adam Rujan, Partner
Contact Person: Adam Rujan
Company Address: 27400 Northwestern Hwy
City, State Zip Code: Southfield, MI 48034
Daytime Telephone: 234.223.3328
Daytime Fax: 234.233.8587
Daytime E-Mail (if available): adam.rujan@plantemoran.com
EEO Certificate of Compliance Num.: 03469-190331 - we will gladly renew if awarded the contract
Addenda Received: 1 2 3 4 5

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

See next page for statements.



Signature of Authorized Agent

May 4, 2020

Date

Peoria County reserves the right to reject any and all bids, to wave technicalities
and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS

County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND
COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: SoftResources LLC
Authorized Agent Name & Title: Spencer Arnesen, CPA, Principal
Contact Person: Spencer Arnesen
Company Address: 11411 NE 124th Street, Suite 270
City, State Zip Code: Kirkland, WA 98034
Daytime Telephone: 425-216-4030
Daytime Fax: None
Daytime E-Mail (if available): sarnesen@softresources.com
EEO Certificate of Compliance Num.: _____

Addenda Received: #1 #2 #3 #4 #5

Attach statement that firm has sexual harassment and drug-free workplace policies in place. Yes

Attach statement of ability to meet the specified requirements of this invitation to bid. Yes



Signature of Authorized Agent

May 1, 2020

Date

Peoria County reserves the right to reject any and all bids, to wave technicalities
and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

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

RE: Enterprise Resource Planning (ERP) Consulting Services

RESOLUTION

WHEREAS, IT Services generally recommends the review of any software applications that are 6-8 years old; and

WHEREAS, Our existing financial systems have been in place for more than 6 years; and

WHEREAS, Our existing financial systems will lose functional and technical support by June 2022; and

WHEREAS, The Chief Financial Officer and County Administrator would like to utilize ERP software to deliver improved business operations (such as those found in finance, HR, and procurement); and

WHEREAS, The selection of ERP software is optimized by the engagement of an expert ERP consultant; and

WHEREAS, In March of 2020, request for proposals #80-01-20 was issued detailing the needs of the County of Peoria, the results of which are as follows:

BerryDunn	\$113,900
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Plante Moran	\$133,010
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WHEREAS, After examining the RFP responses and attending vendor-led presentations, the Executive Selection Committee (comprised of County Administrator, Chief Financial Officer, Chief Information Officer, Chief Deputy, and County Treasurer) rated the respondents as to quality and completeness of proposal response, consulting experience, ERP expertise, project methodology, and cost and determined that the Consulting Services from BerryDunn best met the needs of the County;

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, the County Administrator is authorized to execute a contract with BerryDunn for the provision of ERP Consulting Services as provided for in RFP 80-01-20, in the amount not to exceed \$113,900.00;

BE IT FURTHER RESOLVED, that \$125,290.00 is available from the 2020 IT Services budget, specifically the IT Services Consulting Account #080-5-080-7-776-53071 for the above authorized purchase.

RESPECTFULLY SUBMITTED,
COUNTY OPERATIONS COMMITTEE