

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, June 10, 2021
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**

***REVISED**

I. APPROVAL OF MINUTES

- Approval of May 13, 2021 County Board Meeting Minutes

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II. PROCLAMATIONS AND PRESENTATIONS

- A Proclamation acknowledging and thanking Mayor Jim Ardis for 22 years of service to the City of Peoria.

III. CITIZENS' REMARKS

- Individuals may submit written public comment to the Peoria County Clerk via email, fax, mail, or in-person drop-off by 3:00 p.m. on June 10. These public comments will be read into the record at the meeting.
- Email: countyclerk@peoriacounty.org
- Mail/in-person: Peoria County Clerk, 324 Main St, Room 101, Peoria, IL 61602
- Fax: (309) 672-6063
- Peoria County Board meetings are livestreamed and may be watched remotely at:
 - Facebook: <https://www.facebook.com/peoriacountygov>
 - YouTube: <https://www.youtube.com/channel/UC-qaAdj6tzIxqi3odzEoMIQ>
- Individuals wishing to appear in person to give public comment may do so. Members of the public are required to wear a mask while in the building and observe social distancing as they are able. In addition, following State of Illinois Bridge Phase guidance, attendance is limited to 60% room capacity. Should the capacity limit be met, individuals may be asked to wait in a separate room or hallway. Persons needing special accommodations to submit public comment may call the Peoria County Clerk's Office at (309) 672-6059 for arrangements.



IV. CONSENT AGENDA (including reports to be filed)

- C1.** The Treasurer report consisting of the Bank and CD's Portfolio for the month of April 2021 and Revenue & Expenditure Reports for the month of March 2021.
- C2.** The Auditor's report of expenditures from Accounts Payable system is accessible at www.peoriacounty.org/auditor/transparency.
- C3.** A resolution (items 1-5 conveyances; item 6 defaulted reconveyance) from the Ways and Means Committee recommending that the County Board Chairman be authorized and directed to execute deeds of said property to the highest bidder, and be authorized to cancel the appropriate Certificates of Purchase. This resolution shall be effective ninety days from June 10, 2021 and any transaction between the parties involved not occurring within this period shall be null and void. (*Poll Vote Per Rules of Order, Article V, Section 18C*)
- C4.** A resolution from your Executive Committee recommending approval of an amendment to Section 3 of the 1958 Tri-County Regional Planning Commission Creating Resolution.
- C5.** A resolution from your Executive Committee recommending approval of an amendment to the Charter of the Joint Commission on Racial Justice with the City of Peoria.
- C6.** A resolution from your Public Safety and Justice Committee recommending approval of an Intergovernmental Agreement between Peoria County and the Illinois Department of Children and Family Services (DCFS) to participate in the Title IV-E Legal Representation Reimbursement Program.
- C7.** A resolution from your Public Safety and Justice Committee recommending approval of an FY 2021 budget appropriation in the amount of \$17,300.00 for receipt of additional AOIC Rapid Relief Funding.
- C8.** A resolution from your County Operations Committee recommending approval and acceptance of a \$10,000.00 grant award from Petco Love (formerly Petco Foundation) for the purpose of animal lifesaving efforts and appropriation of those funds into the PCAPS Fund.
- C9.** A resolution from your County Operations Committee recommending approval of an appropriation of expenses for re-issued Purchase Order P210111 in the amount of \$137,346.00 in the IT Services Fund, related to new software applications for the Planning & Zoning Department.
- C10.** A resolution from your County Health Committee recommending approval of a third amendment to the Landfill Agreement regarding Peoria City/County Landfill #3.
- C11.** A resolution from your Infrastructure Committee recommending approval of a Local Agency Agreement for Federal Participation with the State of Illinois for rehabilitation of the Truitt Road bridge.



Peoria County Board Agenda
Thursday, June 10, 2021

- C12.** A resolution from your Infrastructure Committee recommending approval of a Project Agreement between Peoria County and the City of Peoria for construction of a sidewalk on Willow Knolls Road.
- C13.** A resolution from your Infrastructure Committee recommending approval of a Supplemental Preliminary Engineering Services Agreement with Maurer-Stutz, Inc. for culvert replacement on Slane Road at a cost not to exceed \$3,479.00.
- C14.** A resolution from your Infrastructure Committee recommending approval of the bid of Advanced Asphalt, Princeton, IL, in the amount of \$270,739.00, for the Limestone Township Motor Fuel Tax overlay project.
- C15.** Chairman Appointments.

V. ZONING ORDINANCE AND RESOLUTIONS

- 1.** Case #017-21-U, Petition of Mark and Paula Feucht. A Special Use as required in Section 20-6.2.1.1.b of the Unified Development Ordinance. This section allows for a special use when a proposed land split does not meet the 40-acre minimum lot size in the "A-1" Agricultural Preservation Zoning District. The petitioners propose to divide approximately 5 acres from an existing 40.5 acre parcel in order to separate the homestead from the agricultural use. The parcel is located in Akron Township. The Zoning Board of Appeals recommends approval. The Land Use Committee concurs.
- 2.** A resolution from your Land Use Committee recommending approval of an Amendment to Chapter 12, Building & Property Maintenance Code, of the Peoria County Code, to include adoption of the 2018 International Building Codes and the 2017 National Electrical Code, effective July 1, 2021.
- 3.** A joint resolution from your Finance, Audit, and Legislative Affairs Committee and your County Health Committee recommending approval of an FY2021 budget appropriation in the amount of \$500,000.00 into the Health Department budget to reflect COVID-19 vaccination costs eligible for FEMA Public Assistance.
- 4.** A resolution from your Rules Committee recommending the adoption of Amendment #1 to the 2021-2022 Peoria County Board Rules of Order. (*Pending Committee Approval*)
- 5.** Review of Executive Session Minutes.

6. SUSPENSION OF RULES

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

VI. MISCELLANEOUS AND ANNOUNCEMENTS

VII. ADJOURNMENT

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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, Bryant, Daley, Dillon, Duncan, Fennell, Pastucha, Rand, Reliford, Reneau, Rieker, Rosenbohm (via teleconference), Salzer, Watkins, Williams, and Windish, with Members Elsasser and Groves Allison absent.

I. APPROVAL OF MINUTES

- Approval of April 8, 2021 County Board Meeting Minutes

Member Blair moved for approval of the minutes, Member Daley seconded. The minutes were approved by a unanimous roll call vote of 16 ayes.

II. CITIZENS' REMARKS

Lyn Carmichael, Landmark Farms, addressed the Board regarding Item #2. She explained that her family farms 80 acres near the subject parcel. She emphasized that the 30-acre parcel will have drainage implications on their land and identified the land use as adding to urban sprawl.

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

III. CONSENT AGENDA (including reports to be filed)

- C1.** The Treasurer report consisting of the Bank and CD's Portfolio for the month of March 2021 and Revenue & Expenditure Reports for the month of February 2021.
- C2.** The Auditor's report of expenditures from Accounts Payable system is accessible at www.peoriacounty.org/auditor/transparency.
- C3.** A resolution (items 2-10 conveyances; item 11 defaulted reconveyance) from the Ways and Means Committee recommending that the County Board Chairman be authorized and directed to execute deeds of said property to the highest bidder,



and be authorized to cancel the appropriate Certificates of Purchase. This resolution shall be effective ninety days from May 13, 2021 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 performance based compensation and new Employment Agreement for the County Administrator.
- C5.** A resolution from your Finance, Audit, and Legislative Affairs Committee recommending approval of an appropriation in the amount of \$98,480.00 in the FY 2021 budget of FY 2021 PCEA Contract increases and additional items not included in the FY 2021 adopted budget.
- C6.** A resolution from your Public Safety and Justice Committee recommending approval of the most responsive bid of SCRAM Systems of Illinois, Joliet, IL, for the provision of electronic and alcohol monitoring services, in an amount not to exceed \$193,121.00.
- C7.** A resolution from your Public Safety and Justice Committee recommending approval of an Agreement between the Peoria County Sheriff's Office and Summerill Group, LLC to conduct a Cost Study and negotiation of Per Diem Rate with the United States Marshal Service for prisoners housed at the Peoria County Jail.
- C8.** A resolution from your Public Safety and Justice Committee recommending approval of the renewal of a Lease Agreement between the Metropolitan Airport Authority of Peoria and Peoria County for the Public Safety Building, for the term July 1, 2020 through June 30, 2025.
- C9.** A resolution from your Infrastructure Committee recommending approval of a Phase II Preliminary Engineering Agreement with Midwest Engineering Associates, Inc., Peoria, IL, for reconstruction of Old Galena Road, at a cost not to exceed \$401,178.25.
- C10.** A resolution from your Infrastructure Committee recommending approval of an Engineering Agreement with Maurer-Stutz, Inc., Peoria, IL, to design erosion repairs of a stormwater detention basin located at the former Heddington Oaks nursing home, at a cost not to exceed \$25,000.00.
- C11.** A resolution from your Infrastructure Committee recommending approval of a Joint Agreement between the Illinois Department of Transportation and Peoria County for the purpose of resurfacing a portion of Maher Road.

C12. Chairman Appointments

Member Williams moved to approve the Consent Agenda and Member Duncan seconded. Chairman Rand asked to pull Item C10. The Consent Agenda, except for Item C10, was approved by a unanimous roll call vote of 15 ayes and 1 nay, with Member Windish voting nay.

C10. A resolution recommending approval of an Engineering Agreement with



Maurer-Stutz, Inc., Peoria, IL, to design erosion repairs.

Member Dillon moved to approve Item C10 and Member Salzer seconded. Chairman Rand inquired about the County's responsibility for the problem, and Mr. Sorrel detailed a downhill runoff issue into a ditch near Farmington Road that must be cleaned occasionally by IDOT. He expressed the study would propose a solution.

Chairman Rand asked about the responsibility for the culvert at the bottom of the hill, and County Engineer Amy McLaren informed that the discharge comes from the Heddington Oaks property and is expelled near the road. Chairman Rand confirmed with Ms. McLaren that the ditch at the bottom is the State's responsibility to maintain. Chairman Rand inquired about the stormwater control on the County's property, and Ms. McLaren discussed a large rock reinforcement that has been pushed due to storms. Chairman Rand asked about the issue being design or maintenance-based, and Ms. McLaren remarked that both could be true.

Chairman Rand contended that the fix's cost is undetermined and asked about the extent of project responsibility. Ms. McLaren identified that the State controls the right-of-way and ditch. Chairman Rand asserted that private property owners have not paid for runoff fixes for county-maintained ditches. He inquired about whether the County would pay for the repairs and about any discussion with IDOT regarding the issue. Mr. Sorrel summarized that the payment source is undetermined and that the estimate can help determine responsibility.

Member Pastucha identified that a major repair project has been completed on the hillside near Galena Road, the situation may be the same, and that there could be some coordination. She proposed sending the project back to committee to answer questions.

Member Dillon discussed that a design decision was made to slow the runoff, that the massive rains have created a problem, and noted the cleaning and mitigation efforts by IDOT. He conveyed that for full disclosure, the problem must be studied.

Member Pastucha moved to substitute the approval motion to refer the item back to committee and Member Bryant seconded. Member Dillon asked about the purpose of sending it to committee because the problem needs to be studied. He contended that questions could be solved while it is studied. Member Pastucha expressed that more information is needed on who pays before voting.

Member Rieker suggested collaboration with IDOT to mitigate any conflict over a fix. Member Dillon highlighted that it is a small amount of money to spend to find the problem, and the construction cost can be found later. He maintained that the problem is created on the County's property and it must solve it.

Member Elsasser entered the meeting via teleconference.

Member Pastucha detailed that there is no urgent need and that the questions could be answered before the money is spent.

Chairman Rand asked about contact with IDOT, and Ms. McLaren noted that she can contact the maintenance and engineering groups with IDOT. Chairman Rand inquired about the project's genesis, and Mr. Sorrel explained that there is an erosion problem, and as a good property owner, it is the County's responsibility. Member Dillon urged a no vote because the amount for the engineering study is small and necessary.



The substitute motion to refer back to committee failed by a roll call vote of 7 ayes, 9 nays, and 1 abstention. Members Bryant, Duncan, Pastucha, Rand, Reliford, Watkins, and Windish voted aye, with Member Elsasser abstaining due to late entry to the meeting.

Item C10 was approved by a roll call vote of 13 ayes, 3 nays, and 1 abstention. Members Pastucha, Reliford, and Windish voted nay, with Member Elsasser abstaining.

IV. ZONING ORDINANCE AND RESOLUTIONS

1. Case #013-21-U, Petition of Becky L. Murphy. A Special Use as required in Section 20-9.1.5.1 of the Unified Development Ordinance. This section allows for a special use in order to deem a nonconforming use or structure to be in conformity and to be allowed to continue and expand as a lawfully existing use or structure. The petitioner proposes to expand an existing nonconforming use in the "I-1" Light Industrial District. The parcel is located in Medina Township. The Zoning Board of Appeals recommends approval. The Land Use Committee concurs.

Member Elsasser entered the meeting in person.

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

2. Case #014-21-U, Petition of Linda Martin. A Special use as required in Section 20.5.2.2.1.a.1 of the Unified Development Ordinance. This section allows for a special use when a proposed land split does not meet the 25-acre minimum lot size nor the 1 dwelling unit per 25 contiguous acres density requirement in the "A-2" Agricultural District. The petitioner proposes to divide three 10-acre parcels from an existing 30.45 acre tract. The parcel is located in Medina Township. The Zoning Board of Appeals recommends approval with restriction. The Land Use Committee concurs.

Member Dillon moved to approve the ordinance and Member Blair seconded. Member Rieker asked for a summary and its objective. Planning and Zoning Director Kathi Urban indicated that the petition is to split the land into three parcels, it is within the zoning area for the City of Peoria, and that it scores low for agricultural preservation.

Member Rieker inquired about the property being annexed into the city and Ms. Urban noted that it would not be annexed at this time, but a pre-annexation agreement requires certain criteria for the land.

Member Elsasser asked about objections to the case, and Ms. Urban detailed an objection submitted related to drainage and chemical application on neighboring property. The ordinance passed by a roll call vote of 16 ayes and 1 nay, with Member Elsasser voting nay.

3. An Ordinance from your Ways and Means Committee establishing a Property Assessed Clean Energy (PACE) Program.

Member Fennell moved to approve the resolution and Member Blair seconded. Mr. Sorrel detailed that the program allows for clean energy improvements to be done to a property and that the cost is recovered through the property tax.

Member Fennell confirmed that the program is available inside the city of Peoria. Member Elsasser inquired about the program's cost, and Mr. Sorrel informed that costs can be recovered



under the law and detailed each. The resolution passed by a roll call vote of 16 ayes and 1 nay, with Member Windish voting nay.

4. A resolution from your Finance, Audit, and Legislative Affairs Committee recommending approval of an appropriation in the amount of \$2,197,150.00 from the IT Services Fund to the Enterprise Requirements Planning Capital Fund. *(Pending Committee Approval)*

Member Fennell moved to approve the resolution and Member Duncan seconded. Mr. Sorrel explained that the resolution is the funding mechanism for replacing the ERP and time management software. He presented the work completed, the roadmap to implementation, the current and future costs, and the use of savings to pay for it. He expressed that some savings will be realized by not using local hardware.

Member Pastucha asked about the saving process for the software, and Mr. Sorrel noted that the saving process has taken 5 years. Member Pastucha emphasized that she likes to spend from savings.

Member Rieker inquired about the benefits to software as a service, and Chief Information Officer Mark Little highlighted that there are savings for not having a local database and security pieces beyond the savings for not hosting the software. He remarked on increased flexibility to access the software from anywhere. Member Rieker conveyed that he is a proponent of software as a service and that the savings should be realized.

Member Daley confirmed with Mr. Little that required reporting to employees will be completed.

Member Elsasser asked about the previous vendor and the potential for future support, and Mr. Little detailed that Microsoft will no longer support the platform the software is built on in June 2022. Member Elsasser inquired about others in the same position, and Mr. Little summarized many are experiencing the same transition.

Chairman Rand contended that the current software provider has an obligation under the service agreement to provide updates and has chosen to cease doing so. Mr. Little discussed that the vendor has switched architectures, decided to focus on a different customer, and decided not to bid in the RFP.

Member Elsasser asked about another provider running the software and support, and Mr. Little detailed that the vendor solely owns the product.

Chairman Rand inquired about the timing for the maintenance and hosting agreement and costs associated prior to implementation. Mr. Sorrel identified that the collection of the fees begin when the software is installed. Chairman Rand asked about negotiating out the cost, and Mr. Little expressed that it is traditional for the vendor to collect the fee because they incur costs in hosting the service, and he does not have knowledge on negotiating out the term.

Chairman Rand and Mr. Sorrel discussed the costs expected before the go-live date, the service agreement lasting 9 years after that intended date, and the use of the consultant in the project. Chairman Rand highlighted that the fee favors the vendor and that it is not the proper way to sell services to a taxpayer-funded organization.

Member Elsasser urged the Board to vote no because the consultant did not protect the County's interest and that there is no need to spend more with them to implement a software like what the



city uses.

Member Pastucha described that a consultant is an expert, and it is good due diligence to use one. Member Reneau brought up the upfront cost for both the County and the vendor, which justifies the spending.

The resolution passed by a roll call vote of 14 ayes and 3 nays, with Members Elsasser, Rand, and Windish voting nay

5. A resolution from the Chairman of County Operations Committee and the County Administrator recommending approval of the lowest responsible bid of Tyler Technologies, Yarmouth, ME for an Enterprise Resource Planning (ERP) System comprised of software, conversion, implementation services, and training in an amount not to exceed \$1,798,279.00. *(Poll Vote per Rules of Order, Article V, Section 18C)*

Member Reneau moved to approve the resolution and Member Duncan seconded. Mr. Sorrel reported that the item is the contract award to Tyler Technologies, described the evaluation process of the respondents, and identified the progress towards pricing of the software.

Member Rieker asked about any assurance that the software will not be discontinued and be supported, and Mr. Little discussed that Tyler is a leader with over 2,000 clients and that the topic can be part of the contract negotiation. Mr. Sorrel confirmed the subject would be included in the contract negotiation.

Chairman Rand inquired where the money in the resolution will be spent, and Mr. Little detailed the affected areas of the County's business and costs related to the project. Chairman Rand asked about the share of the cost related to licensing, and Mr. Little noted that the license fee is built into the software as a service and summarized that the spend covers the licensing, hosting, and implementation.

The resolution was approved by a roll call vote of 15 ayes and 2 nays, with Members Elsasser and Windish voting nay.

6. A resolution from the Chairman of County Operations Committee and the County Administrator recommending approval of a contract with Berry Dunn McNeil and Parker, LLC (BerryDunn), Portland, ME, for Enterprise Resource Planning (ERP) Implementation Consulting Services in an amount not to exceed \$398,880.00. *(Poll Vote per Rules of Order, Article V, Section 18C)*

Member Fennell moved to approve the resolution and Member Reneau seconded. Member Rieker asked about a need for any future phases with the consultant, and Mr. Sorrel informed that nothing further is anticipated. The resolution passed by a roll call vote of 15 ayes and 2 nays, with Members Elsasser and Windish voting nay.

7. A resolution from the Chairman of County Operations Committee and the County Administrator recommending approval of the Collective Bargaining Agreement (CBA) extension between Peoria County and LIUNA Local 165, IUOE Local 649, and Teamsters Local 627. *(Poll Vote per Rules of Order, Article V, Section 18C; and pending union ratification)*

Member Reneau moved to approve the resolution and Member Daley seconded. Member Reneau reported that the contract is with the bargaining unit that previously took a 0% one-year extension. Mr. Sorrel thanked the negotiating team and detailed the contract term and the pay



increases. He noted that the contract covers the employees who maintain the County's highway network. The resolution passed by a unanimous roll call vote of 17 ayes.

8. SUSPENSION OF RULES

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

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

Member Pastucha moved to approve the resolution and Member Williams seconded. The resolution passed by a roll call vote of 15 ayes and 2 nays, with Members Elsasser and Windish voting nay.

V. MISCELLANEOUS AND ANNOUNCEMENTS

Member Salzer recognized Member Duncan's grandson for signing a contract with the Green Bay Packers.

Member Pastucha urged all to support a fundraising effort for an accessible park at Tower Park in Peoria Heights through the Together We Play organization. She informed that the fundraising goal is \$100,000.

Member Fennell mentioned a new tower with a telescope for eagle watching on the Chillicothe riverfront.

Member Duncan congratulated Rita Ali for her new position as the City's Mayor.

VI. ADJOURNMENT

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



The following public comment was submitted.

Board meeting May 13th 6 pm

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 May 13. • Email: countyclerk@peoriacounty.org • Mail/in-person: Peoria County Clerk, 324 Main St, Room 101, Peoria, IL 61602 Fax: (309) 672-6063

Public Comment regarding Agenda Item:

IV. ZONING ORDINANCE AND RESOLUTIONS: 3. An Ordinance from your Ways and Means Committee establishing a Property Assessed Clean Energy (PACE) Program.

Peoria County Board Members:

Thank you for the opportunity to submit public comment on the PACE Program which will be up for discussion tonight.

My name is Kiersten Sheets. I am the Solar PV Division Manager for Ruyle Mechanical Services, Inc. in Peoria, IL. Ruyle Mechanical serves many commercial and industrial customers in the County for HVAC maintenance service, design and new installations, for all types of electrical services, for energy efficiency work in HVAC, lighting and building controls and of course design and installation of solar pv arrays. The team at Ruyle Mechanical is excited to add the Peoria County PACE program as a financing option for our clients.

“Under Illinois law, counties and municipalities may establish C-PACE programs and create related ‘PACE areas’ in order to offer for-profit and non-profit owners of commercial, industrial, and multi-family (of 5 or more units) properties long-term, fixed-rate financing or refinancing for up to 100% of the costs of their respective alternative energy, energy efficiency, renewable energy, resiliency, and water use improvement projects.” IL Finance Authority

PACE will assist and improve all of Peoria County, from residents to building owners to business owners. PACE will allow energy efficiency and resiliency projects to commercial buildings across the county, even in the agricultural sector. Commercial building owners will be able to look at alternative long term financing for building improvements and add PACE funding to lower upfront capital investment made toward building improvements. These projects will increase the value of the commercial property, lower the energy consumption of the building and building users, increase the amount of available construction projects in the County, increase the amount of jobs with the construction companies working in the PACE program, increase the amount of jobs involving the local supply chain for equipment, increase the jobs for local engineers designing these projects, as well as many others.

PACE will allow, for a solar project, up to 25 year loan terms, rather than the short term financing available through a standard capital loan of 5-7 years. PACE financing will be added

to the federal and state incentives as well as the incentives from Ameren IL for a better financial forecast for solar projects.

For HVAC projects improving the energy efficiency to heat and cool the building, those projects would qualify for 15 years or more financing, again over the standard capital loan of 5-7 years.

Combining energy efficiency improvements AND solar pv installation would allow for larger projects being implemented on a quicker timeline and with better efficiency with the use of the Peoria County PACE program. In other words, a larger impact can be made on a commercial building and on a faster timeline than projects using traditional financing.

Small businesses will be able to take advantage of PACE as well as we can utilize the warehouse offered by the IL Finance Authority to group projects across the state into larger loan amounts and secure equal financing opportunity for small business owners as those for large commercial and industrial business owners. The same is true for non-profit building owners who often can't afford the upfront capital costs of some energy efficiency projects.

Again, utilizing the Ameren Illinois Saves energy efficiency incentive program along with PACE long term financing will be a great tool for businesses like Ruyle to be able to present to our clients. We look forward to utilizing this program in the near future.

Thank you for your progressive action in bringing C-PACE to Peoria County.

Kiersten Sheets
Ruyle Mechanical Services, Inc.
201 Spring St., Ste. B, Peoria, IL 61603
309-272-1339/ksheets@ruylecorp.com

County of Peoria, Illinois
Bank Account Portfolio
As of April 30, 2021

Account Name	Account Balance		Variance		Interest	Notes
	Current Month	Prior Month	Amount	Percent	Amount	
Accounts at Illinois National Bank						
Payroll	155,406	152,510	2,897	1.90%	2	S,C
Juror's Payroll	46,621	33,856	12,765	37.70%		C
Peoria County Employee Benefit Plan	856,080	219,195	636,885	290.56%		C
Peoria County Flex Spending Acct	126,915	137,353	-10,438	-7.60%		C
County Collector	3,347,805	3,456,850	-109,045	-3.15%	27	S
Operating	5,225,490	4,351,639	873,851	20.08%	2,169	S
Peoria County Forfeiture - State	454,728	454,588	140	0.03%	4	S
Peoria County Forfeiture - Federal	17,948	17,948	0	0.00%		C
Emergency Telephone System-E911	4,125,942	4,102,218	23,724	0.58%	33	S
Trust & Condemnation	37,480	114,480	-77,000	-67.26%		D
County Motor Fuel	7,541,142	7,435,869	105,273	1.42%	61	S
Township Bridge	533,987	533,983	4	0.00%	4	S
Township Motor Fuel	2,105,882	2,007,065	98,817	4.92%	17	S
CDAP	760,011	760,004	6	0.00%	6	S
VSP - HRA	708,818	715,132	-6,314	-0.88%		C
Clearing Account	0	0	0	0.00%		C
Abandoned Property Program	3,100	3,100	0	0.00%		C
Rural Transportation	13,054	13,053	2	0.01%	2	C
Total Accounts at Illinois National Bank	26,060,408	24,508,841	1,551,567	6.33%	2,326	
Accounts at Morton Community Bank						
Capital Improvement	246,059	246,053	6	0.00%	6	M
Operating - Investment	37,183,612	37,178,729	4,882	0.01%	4,882	ICS
County Motor Fuel - Investment	4,317,093	4,316,523	570	0.01%	570	ICS
Total Accounts at Morton Community Bank	41,746,764	41,741,305	5,458	0.01%	5,458	
Accounts at Commerce Bank						
General Investment Acct	5,297,764	5,297,200	564	0.01%	564	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 April 30, 2021

	Investment Amount	Purchased Date	Maturity Date	Term (Months)	Interest Rate
<u>Morton Community Bank</u>					
Employee Health Fund	400,000	1/5/21	1/5/22	12	0.25%
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>Princeville State Bank</u>					
Employee Health Fund	400,000	12/23/20	6/23/21	6	0.20%
County Health Fund	500,000	12/23/21	6/23/21	6	0.20%
Employee Health Fund	1,000,000	2/10/20	8/10/21	18	1.98%
Employee Health Fund	1,000,000	10/14/20	10/14/21	12	0.35%
Employee Health Fund	400,000	12/19/20	12/19/21	12	0.25%
Total for Bank	3,300,000				
<u>Recap by Fund:</u>					
030 County Health & TB Fund	700,977				
081 Employee Health Fund	3,200,000				
Total Certificate of Deposits	3,900,977				
Total Banks	3,900,977				
Difference	0				

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FUND TYPE-1 GENERAL

2ND SUBT-	TITLE	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
31001	PROPERTY TAXES	7,942,750.00	.00	.00	.00	7,942,750.00	.00
31401	OTHER TAXES	700,000.00	.00	.00	.00	700,000.00	.00
32209	BUILDING/ZONING PERMITS	300,000.00	36,945.50	.00	76,226.43	223,773.57	25.41
32219	MARRIAGE LICENSES	84,000.00	5,250.00	.00	11,130.00	72,870.00	13.25
32221	LICENSES/PERMITS	965,700.00	109,875.00	.00	253,690.00	712,010.00	26.27
33110	FEDERAL GRANT	5,000.00	.00	.00	.00	5,000.00	.00
33350	STATE REVENUE	1,574,210.00	139,913.01	.00	268,676.22	1,305,533.78	17.07
33509	INCOME TAX	6,159,740.00	644,651.99	.00	1,867,860.96	4,291,879.04	30.32
33529	STATE REIMBURSEMENT-SALA	1,668,830.00	161,739.67	.00	458,416.79	1,210,413.21	27.47
33540	INTERGOVERNMENTAL REVENU	248,164.00	1,150.00	.00	2,305.00	245,859.00	.93
33900	SALES TAXES	12,367,155.00	1,335,006.87	.00	3,489,747.07	8,877,407.93	28.22
34050	POLICE PROTECTION CTRCT	1,749,875.00	147,961.96	.00	440,980.47	1,308,894.53	25.20
34060	ANIMAL PROTECT CONTRACT	327,795.00	82,388.58	.00	83,269.58	244,525.42	25.40
34110	FEES AND CHARGES	3,177,000.00	371,888.43	.00	853,916.89	2,323,083.11	26.88
34150	REVENUE STAMPS	335,000.00	30,797.25	.00	105,945.25	229,054.75	31.63
34171	WARRANTS SERVICE	140,000.00	18,825.77	.00	40,189.20	99,810.80	28.71
34190	DETENTION CHARGE FEDERAL	901,550.00	99,775.00	.00	299,585.00	601,965.00	33.23
34194	RENT-BUILDING	173,370.00	13,484.98	.00	52,454.94	120,915.06	30.26
34240	COURT SECURITY FEES	280,000.00	34,185.72	.00	75,070.10	204,929.90	26.81
34400	IMPOUND	4,800.00	530.00	.00	1,370.00	3,430.00	28.54
34401	ADOPTION	50,000.00	5,560.00	.00	14,065.85	35,934.15	28.13
34650	CHARGES FOR SERVICES	2,031,900.00	205,364.27	.00	394,912.40	1,636,987.60	19.44
35110	COURT FINES	407,000.00	56,857.25	.00	112,441.84	294,558.16	27.63
35120	FINES FOR COURT USAGE	112,400.00	20,320.60	.00	42,546.52	69,853.48	37.85
35140	REDEMPTION	26,000.00	3,440.00	.00	7,690.00	18,310.00	29.58
35910	INTEREST	32,700.00	2,653.90	.00	8,876.44	23,823.56	27.15
36001	MISCELLANEOUS REVENUES	1,328,810.00	124,706.45	.00	378,249.42	950,560.58	28.47
37500	ASSET DISPOSAL PROCEEDS	18,000.00	.00	.00	.00	18,000.00	.00
42000	TRANSFER IN	74,915.00	2,914.09	.00	7,314.09	67,600.91	9.76
TOTAL GENERAL		43,186,664.00	3,656,186.29	.00	9,346,930.46	33,839,733.54	21.64

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FUND TYPE-1 GENERAL

2ND SUBTOTAL	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51030	FULL-TIME EMPLOYEES	22,033,995.00	1,602,512.75	11,835,541.28	4,473,917.65	5,724,536.07	74.02
51032	PERSONAL SERVICES	3,001,365.00	308,198.85	817,273.82	722,833.07	1,461,258.11	51.31
51240	MEDICAL/HEALTH BENEFITS	3,833,735.00	229,183.37	1,303,598.77	698,068.09	1,832,068.14	52.21
51500	IMRF\FICA	45,900.00	11,685.08	.00	11,685.08	34,214.92	25.46
52040	FOOD	364,925.00	29,843.35	.00	93,819.00	271,106.00	25.71
52090	MAINTENANCE SUPPLIES	106,861.00	3,443.38	15,888.31	12,523.82	78,448.87	26.59
52200	COMMODITIES	982,974.00	91,696.78	90,022.98	224,918.90	668,032.12	32.04
53018	AUDITING ACCTG COSTS	103,500.00	6,000.00	.00	25,500.00	78,000.00	24.64
53020	POSTAGE	16,290.00	194.63	.00	284.00	16,006.00	1.74
53050	MEDICAL SERVICES	1,449,500.00	109,254.72	.00	321,440.66	1,128,059.34	22.18
53068	FLEET MAINTENANCE EXPENS	578,130.00	48,177.50	.00	144,532.50	433,597.50	25.00
53070	CONSULTANT SERVICES	428,565.00	107,995.87	28,355.00	190,021.14	210,188.86	50.96
53080	ELECTION RELATED COSTS	31,650.00	5,190.20	.00	4,840.20	26,809.80	15.29
53124	PUBLIC DEFENDER SERVICES	913,000.00	123,891.52	.00	248,224.70	664,775.30	27.19
53350	CONTRIBUTIONS & GRANTS	81,500.00	.00	.00	69,820.50	11,679.50	85.67
53360	MICROFILMING/FILM DEVELO	4,000.00	.00	4,200.00	.00	-200.00	105.00
53599	UTILITIES GAS/ELECTRIC	641,400.00	41,104.31	.00	160,032.45	481,367.55	24.95
53790	COMPUTER EQUIP MAINT	109,280.00	.00	10,000.00	33,216.34	66,063.66	39.55
53999	CONFERENCES & SEMINARS	59,650.00	743.50	.00	1,662.50	57,987.50	2.79
54001	CONTRACTUAL SERVICES	6,830,149.00	518,883.15	255,663.37	1,695,195.65	4,879,289.98	28.56
55080	VEHICLES	45,000.00	47,309.00	.00	47,309.00	-2,309.00	105.13
61000	TRANSFERS OUT	1,512,735.00	126,061.30	.00	412,578.50	1,100,156.50	27.27
	TOTAL GENERAL	43,174,104.00	3,411,369.26	14,360,543.53	9,592,423.75	19,221,136.72	55.48

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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	15,494,060.00	.00	.00	.00	15,494,060.00	.00
32129	FOOD LICENSES	545,000.00	12,195.00	.00	486,510.00	58,490.00	89.27
32221	LICENSES/PERMITS	27,500.00	2,150.00	.00	7,125.00	20,375.00	25.91
33110	FEDERAL GRANT	876,000.00	73,188.64	.00	171,966.98	704,033.02	19.63
33350	STATE REVENUE	7,464,220.00	1,924,924.44	.00	1,957,821.85	5,506,398.15	26.23
33509	INCOME TAX	1,188,525.00	87,621.33	.00	330,140.00	858,385.00	27.78
33525	MOTOR FUEL TAX ALLOTMENT	4,930,000.00	375,899.71	.00	1,128,589.08	3,801,410.92	22.89
33529	STATE REIMBURSEMENT-SALA	2,225,750.00	158,604.92	.00	486,436.88	1,739,313.12	21.85
33540	INTERGOVERNMENTAL REVENU	449,600.00	2,385.16	.00	7,138.65	442,461.35	1.59
34110	FEES AND CHARGES	262,100.00	18,247.63	.00	40,372.79	221,727.21	15.40
34194	RENT-BUILDING	10,000.00	.00	.00	10,000.00	.00	100.00
34220	FLEET MAINTENANCE FEES	600,750.00	49,966.25	.00	151,053.75	449,696.25	25.14
34230	BIRTH AND DEATH FEES	265,000.00	26,262.00	.00	77,646.00	187,354.00	29.30
34260	WASTE DISPOSAL SURCHARGE	200,000.00	17,406.21	.00	28,065.34	171,934.66	14.03
34620	PATIENT INCOME-PUBLIC AI	465,000.00	34,183.40	.00	75,436.95	389,563.05	16.22
34630	PATIENT INCOME-PRIVATE	62,500.00	341.00	.00	496.00	62,004.00	.79
34650	CHARGES FOR SERVICES	4,866,685.00	388,013.01	.00	1,012,605.27	3,854,079.73	20.81
35125	RESTITUTION	.00	.00	.00	270.00	-270.00	.00
35910	INTEREST	282,725.00	-46,321.20	.00	-65,178.11	347,903.11	-23.05
36001	MISCELLANEOUS REVENUES	573,510.00	21,925.85	.00	22,723.25	550,786.75	3.96
42000	TRANSFER IN	1,494,000.00	91,666.70	.00	275,000.10	1,218,999.90	18.41
TOTAL	SPECIAL REVENUE	42,282,925.00	3,238,660.05	.00	6,204,219.78	36,078,705.22	14.67

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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
51030 FULL-TIME EMPLOYEES	9,669,200.00	682,658.14	5,306,551.00	1,945,360.06	2,417,288.94	75.00
51032 PERSONAL SERVICES	1,256,630.00	99,727.08	171,155.72	406,523.91	678,950.37	45.97
51240 MEDICAL/HEALTH BENEFITS	2,315,105.00	118,511.13	669,996.13	353,040.51	1,292,068.36	44.19
51500 IMRF\FICA	7,709,310.00	616,364.24	1,435,988.35	1,751,696.80	4,521,624.85	41.35
52040 FOOD	136,050.00	2,850.35	.00	9,969.74	126,080.26	7.33
52090 MAINTENANCE SUPPLIES	552,285.00	41,903.20	.00	160,894.33	391,390.67	29.13
52100 GAS AND OIL PRODUCTS	561,400.00	19,927.14	.00	89,804.60	471,595.40	16.00
52120 EMERGENCY RELIEF	25,000.00	.00	.00	.00	25,000.00	.00
52200 COMMODITIES	4,695,015.00	167,227.19	-15,647.00	626,523.98	4,084,138.02	13.01
53018 AUDITING ACCTG COSTS	1,650.00	.00	.00	.00	1,650.00	.00
53020 POSTAGE	23,450.00	11,856.16	4,564.08	12,047.94	6,837.98	70.84
53040 DEPENDENT CHILD CARE	350,000.00	.00	.00	.00	350,000.00	.00
53050 MEDICAL SERVICES	471,745.00	32,957.92	220,879.76	117,719.82	133,145.42	71.78
53068 FLEET MAINTENANCE EXPENS	22,620.00	1,788.75	.00	6,521.25	16,098.75	28.83
53070 CONSULTANT SERVICES	385,150.00	633.02	91,788.75	40,907.50	252,453.75	34.45
53085 RECYCLING HAUL/PROCESS	75,000.00	460.34	.00	1,911.50	73,088.50	2.55
53279 PROGRAM DEVELOP/COORDINA	969,020.00	212,323.98	.00	212,323.98	756,696.02	21.91
53300 AUTO REPAIR/MAINTENANCE	150,350.00	3,218.25	.00	16,572.38	133,777.62	11.02
53320 BRIDGE REPAIR	712,500.00	6,379.65	.00	41,952.37	670,547.63	5.89
53340 HIGHWAY REPAIR	388,000.00	8,242.69	67,650.00	30,707.63	289,642.37	25.35
53350 CONTRIBUTIONS & GRANTS	280,235.00	120,000.00	.00	120,452.00	159,783.00	42.98
53360 MICROFILMING/FILM DEVELO	78,000.00	.00	8,597.75	4,775.09	64,627.16	17.14
53599 UTILITIES GAS/ELECTRIC	237,600.00	11,273.80	.00	42,810.37	194,789.63	18.02
53999 CONFERENCES & SEMINARS	152,150.00	4,449.52	.00	8,259.52	143,890.48	5.43
54001 CONTRACTUAL SERVICES	7,299,202.00	529,763.70	178,787.45	1,774,636.77	5,345,777.78	26.76
55080 VEHICLES	70,000.00	.00	.00	.00	70,000.00	.00
55100 CAPITAL OUTLAY	5,124,620.00	120,603.20	6,771.66	460,984.34	4,656,864.00	9.13
57001 DEBT SERVICE PAYMENTS	259,673.00	.00	.00	246,382.01	13,290.99	94.88
61000 TRANSFERS OUT	468,915.00	2,914.09	.00	7,314.09	461,600.91	1.56
TOTAL SPECIAL REVENUE	44,439,875.00	2,816,033.54	8,147,083.65	8,490,092.49	27,802,698.86	37.44

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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	420,045.00	.00	.00	.00	420,045.00	.00
35910 INTEREST	5,000.00	338.35	.00	823.81	4,176.19	16.48
36000 MISCELLANEOUS REVENUES	16,230.00	.00	.00	.00	16,230.00	.00
42000 TRANSFER IN	3,641,675.00	338,966.70	.00	1,355,866.80	2,285,808.20	37.23
TOTAL DEBT SERVICE	4,082,950.00	339,305.05	.00	1,356,690.61	2,726,259.39	33.23

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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	4,550.00	.00	.00	.00	4,550.00	.00
57001	DEBT SERVICE PAYMENTS	4,077,950.00	.00	.00	.00	4,077,950.00	.00
	TOTAL DEBT SERVICE	4,082,500.00	.00	.00	.00	4,082,500.00	.00

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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	4,455,155.00	413,369.60	.00	1,094,023.47	3,361,131.53	24.56
35910	INTEREST	55,320.00	716.61	.00	2,258.69	53,061.31	4.08
42000	TRANSFER IN	750,000.00	.00	.00	.00	750,000.00	.00
TOTAL CAPITAL PROJECTS		5,260,475.00	414,086.21	.00	1,096,282.16	4,164,192.84	20.84

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FUND TYPE-4 CAPITAL PROJECTS

2ND SUBTOTAL- - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
52200 COMMODITIES	20,000.00	.00	.00	.00	20,000.00	.00
53070 CONSULTANT SERVICES	13,300.00	.00	7,962.50	5,337.50	.00	100.00
54001 CONTRACTUAL SERVICES	20,000.00	347.56	14,900.00	69,920.56	-64,820.56	424.10
55100 CAPITAL OUTLAY	296,700.00	.00	11,770.00	.00	284,930.00	3.97
61000 TRANSFERS OUT	4,430,930.00	304,572.10	.00	1,218,288.40	3,212,641.60	27.50
TOTAL CAPITAL PROJECTS	4,780,930.00	304,919.66	34,632.50	1,293,546.46	3,452,751.04	27.78

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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	1,696,905.00	.00	.00	.00	1,696,905.00	.00
33350	STATE REVENUE	90,000.00	.00	.00	.00	90,000.00	.00
34110	FEES AND CHARGES	4,479,570.00	372,685.00	.00	1,125,405.00	3,354,165.00	25.12
34300	HEALTH FEES-EMPLOYEE	2,320,950.00	145,330.87	.00	437,314.85	1,883,635.15	18.84
34310	HEALTH FEES-EMPLOYER	6,189,200.00	361,222.92	.00	1,093,651.15	5,095,548.85	17.67
34650	CHARGES FOR SERVICES	500,000.00	55,580.00	.00	151,518.00	348,482.00	30.30
35910	INTEREST	136,070.00	980.59	.00	3,319.68	132,750.32	2.44
36001	MISCELLANEOUS REVENUES	1,873,680.00	102,773.40	.00	366,560.50	1,507,119.50	19.56
TOTAL	INTERNAL SERVICE	17,286,375.00	1,038,572.78	.00	3,177,769.18	14,108,605.82	18.38

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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	1,599,380.00	122,012.23	963,382.39	340,172.12	295,825.49	81.50
51032	PERSONAL SERVICES	565,050.00	24,727.42	.00	183,545.72	381,504.28	32.48
51240	MEDICAL/HEALTH BENEFITS	275,030.00	14,730.82	86,217.72	76,420.68	112,391.60	59.13
51750	MEDICAL CLAIMS	7,459,000.00	866,429.31	.00	1,423,951.25	6,035,048.75	19.09
51760	PRESCRIPTION DRUGS	1,613,000.00	21,771.32	.00	214,167.24	1,398,832.76	13.28
51800	UNEMPLOYMENT CLAIMS	55,000.00	.00	.00	.00	55,000.00	.00
51810	WORKER'S COMP CLAIMS	450,000.00	29,340.38	.00	136,102.02	313,897.98	30.24
52040	FOOD	750.00	.00	.00	.00	750.00	.00
52200	COMMODITIES	327,960.00	6,434.66	53,169.40	53,733.31	221,057.29	32.60
53020	POSTAGE	283,000.00	-206.39	.00	56,743.31	226,256.69	20.05
53046	LIABILITY CLAIMS	422,000.00	27,168.56	.00	71,427.12	350,572.88	16.93
53050	MEDICAL SERVICES	15,000.00	1,675.00	.00	3,694.00	11,306.00	24.63
53054	EXCESS INSURANCE	1,788,545.00	126,907.09	.00	1,003,489.85	785,055.15	56.11
53070	CONSULTANT SERVICES	190,635.00	28,050.00	115,160.00	64,472.50	11,002.50	94.23
53999	CONFERENCES & SEMINARS	25,000.00	.00	.00	.00	25,000.00	.00
54001	CONTRACTUAL SERVICES	3,437,560.00	433,807.15	295,899.24	1,428,846.47	1,712,814.29	50.17
55100	CAPITAL OUTLAY	200,000.00	.00	137,346.00	.00	62,654.00	68.67
	TOTAL INTERNAL SERVICE	18,706,910.00	1,702,847.55	1,651,174.75	5,056,765.59	11,996,969.66	35.86

DATE: 06/03/2021
 TIME: 13:11:32

PEORIA COUNTY, IL
 REVENUE STATUS REPORT

PAGE NUMBER: 1
 REVSTA11

SELECTION CRITERIA: orgn.fund='076'
 ACCOUNTING PERIOD: 3/21

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

FUND-076 PEORIA COUNTY PARKING FAC

2ND SUBT- - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
34196 RENT-PARKING	210,000.00	18,782.55	.00	55,630.80	154,369.20	26.49
35910 INTEREST	20,000.00	374.13	.00	1,176.20	18,823.80	5.88
TOTAL PEORIA COUNTY PARKING F	230,000.00	19,156.68	.00	56,807.00	173,193.00	24.70
TOTAL REPORT	230,000.00	19,156.68	.00	56,807.00	173,193.00	24.70

DATE: 06/03/2021
 TIME: 13:12:38

PEORIA COUNTY, IL
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
 EXPSTA11

SELECTION CRITERIA: orgn.fund='076'
 ACCOUNTING PERIOD: 3/21

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

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	15,500.00	1,205.49	9,342.56	3,375.38	2,782.06	82.05
51032	PERSONAL SERVICES	30.00	.00	.00	.00	30.00	.00
51240	MEDICAL/HEALTH BENEFITS	875.00	72.54	471.54	217.62	185.84	78.76
52090	MAINTENANCE SUPPLIES	400.00	.00	.00	.00	400.00	.00
52200	COMMODITIES	4,000.00	.00	.00	.00	4,000.00	.00
53070	CONSULTANT SERVICES	85,000.00	7,057.09	.00	24,020.53	60,979.47	28.26
53599	UTILITIES GAS/ELECTRIC	8,500.00	640.39	.00	1,878.30	6,621.70	22.10
54001	CONTRACTUAL SERVICES	55,720.00	2,249.01	.00	9,932.63	45,787.37	17.83
56001	BUILDING DEPRECIATION	.00	3,557.83	.00	10,673.49	-10,673.49	.00
	TOTAL PEORIA COUNTY PARKING F	170,025.00	14,782.35	9,814.10	50,097.95	110,112.95	35.24
	TOTAL REPORT	170,025.00	14,782.35	9,814.10	50,097.95	110,112.95	35.24

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
05-21-001	0820668L	SAL	NAYYAR ENTERPRISE	18-18-357-012	817.00	169.69	0.00	128.00	450.00	0.00	69.31
05-21-002	0820701L	SAL	THREE KINGS HERITAGE GROUP LLC	18-18-431-012, 013	817.00	200.00	0.00	167.00	450.00	0.00	0.00
05-21-003	0820564L	SAL	QUINTARUS ROBINSON	18-17-206-002	820.00	162.71	0.00	134.00	450.00	0.00	73.29
05-21-004	0820565L	SAL	QUINTARUS ROBINSON	18-17-206-003	820.00	173.31	0.00	134.00	450.00	0.00	62.69
05-21-005	0820620L	SAL	QUINTARUS ROBINSON	18-18-231-005	820.00	196.03	0.00	128.00	450.00	0.00	45.97
05-21-006	201601486	DEF-REC	YOLONDA GARRY SAYLOR	18-08-351-012	684.00	0.00	0.00	0.00	271.17	0.00	412.83
Totals					\$4,778.00	\$901.74	\$0.00	\$691.00	\$2,521.17	\$0.00	\$664.09

Clerk Fees **\$901.74**
 Recorder/Sec of State Fees **\$691.00**
 Total to County **\$2,256.83**

Committee Members

AGENDA BRIEFING

COMMITTEE: Executive Committee
MEETING DATE: May 27, 2020

LINE ITEM: N/A
AMOUNT: N/A

ISSUE:

For RESOLUTION: Amendment to the 1958 Tri-County Regional Planning Commission Creating Resolution





BACKGROUND/DISCUSSION:

In 1958, the County Boards in Peoria, Tazewell, and Woodford counties adopted a resolution that created the Tri-County Regional Planning Commission. This was accomplished under the Regional Planning Division of the Counties Code. In 1976 and in accordance with the 1973 Federal Aid Highway Act, Governor Walker designated TCRPC as the Metropolitan Planning Organization (MPO) for the Peoria urbanized area. The area is known as the Peoria/Pekin Urbanized Area Transportation Study (PPUATS). Since that time, it has been PPUATS responsibility to allocate the Federal Transportation Urban (FTU) dollars that come to the region from the Federal Highway Administration (FHWA) through IDOT. Federal law has very specific guidelines and regulations regarding the structure and scope of services for PPUATS.

For a variety of reasons, the PPUATS Policy Committee, TCRPC, and IDOT have determined that PPUATS and TCRPC should merge into a single entity. By consolidating the membership of TCRPC and PPUATS to have one organization to carry out the duties of TCRPC and the MPO would be beneficial to the Tri-County Region. In order for TCRPC not to lose its designation as the MPO once the PPUATS Policy Committee is dissolved, the structure of representatives appointed to TCRPC must be amended to comply with federal statutes and regulations regarding the criteria for MPO representatives and to avoid any substantial change in the proportion of voting members of the existing MPO. And thus, an amendment to the resolution from 1958 that created TCRPC is necessary. The attached resolution has the new language of Section 3 of the 1958 resolution included.

The original 1958 Resolution is attached as a reference.

COUNTY BOARD GOALS:

-  **FINANCIAL STABILITY**
-  **INFRASTRUCTURE STEWARDSHIP**
-  **EFFECTIVE SERVICE DELIVERY**
-  **HEALTHY VIBRANT COMMUNITIES**
-  **WORKFORCE DEVELOPMENT**
-  **COLLABORATION**

STAFF RECOMMENDATION:

COMMITTEE ACTION: Approved 5/25/21 (15-0 votes)

PREPARED BY: Scott A. Sorrel, County Administrator
DEPARTMENT: County Administration

DATE: May 10, 2021

RESOLUTION FOR ESTABLISHMENT

OF A TRI-COUNTY REGIONAL PLANNING COMMISSION

BE IT HEREBY RESOLVED BY the Board of Supervisors of Peoria County, Tazewell County, and Woodford County that:

WHEREAS, the Illinois State Legislature has heretofore enacted: An Act to provide for regional and for creation, organization and powers of regional planning and for the creation, organization and powers of regional planning commission" (Chapter 34, Paragraph 152a, et. seg., Illinois Revised Statutes 1957), and

WHEREAS, said Act authorizes the establishment of regions embracing more than one county and gives the several County Boards power to define the boundaries of such region situated in more than one county, and to cooperate in the creation and organization and definition of the powers of a regional planning commission for such region so mutually defined, and

WHEREAS, the Counties of Peoria, Tazewell, and Woodford comprise a general metropolitan area, and this region should have a plan made for the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of said region, and of public improvements and utilities therein for the purpose of best promoting health, safety, morals, order, convenience, prosperity, efficiency, and economy in the process of development and the general welfare of said region, therefore

BE IT HEREBY RESOLVED, as follows:

Section 1. DEFINITION OF REGION. All territory in Peoria County, Tazewell County and Woodford County is hereby designated as the Tri-County region.

Section 2. NAME. A planning commission for such Tri- County Region is hereby created, and is hereby designated as the "Tri-County Regional Planning Commission."

Section 3. MEMBERSHIP. The Tri-County Regional Planning Commission shall consist of forty-five (45) members, fifteen (15) from each of the three named counties, and the membership from each county shall be constituted as follows:

- a. The following persons are designated as ex officio members from each county, their terms to be coterminous with their terms of elective or appointive office:

County Superintendent of Schools

County Superintendent of Highways

- b. Seven (7) members from each county shall be appointed by the respective Chairman of the County Board of Supervisors from among the following persons, their terms of office to be coterminous with their terms of elective or appointive office but in no

event longer than four (4) years, unless reappointed in the same manner as their original appointment:

Members of the County Board of Zoning Appeals
Members of City and Village Planning Commission
Mayors of Cities and Presidents of Village Boards of Trustees
Trustees of Sanitary Districts
Commissioners of Airport Authorities
Trustees of Park Districts
Trustees of Fire Protection Districts

- c. Six (6) members from citizens of the respective counties who hold no salaried public office, to be appointed by the respective Chairman of the County Board of Supervisors, subject to confirmation by a majority of the members of the respective County Board of Supervisors. These members shall be appointed for three (3) years except that the respective terms of the members first appointed shall be two (2) for one (1) year, two (2) for two (2) years, and two (2) for three (3) years. Their terms of office shall be for a period of three (3) years, or until their successors are duly appointed and qualified.

Vacancies otherwise occurring than through the expiration of terms shall be filled for the unexpired term in the same manner as the original appointment. All members, including the chairman, shall have the right to vote on all matters before the Commission.

Section 4. COMPENSATION All members of the Commission shall serve without compensation.

Section 5. REMOVAL. A member of the Commission, once qualified, shall not be removed during his term of office except for cause and after a hearing held before the governing body by which he was appointed.

Section 6. OFFICERS. The Commission shall elect a Chairman, two (2) Vice-Chairmen, a Secretary, and a Treasurer. The term of these officers shall be one year, with eligibility for re-election. The officers shall be elected from among the members of the Commission, but no more than two officers shall be from the same county.

Section 7. EXECUTIVE BOARD. In the interest of effective functioning of the Commission, there shall be and Executive Board consisting of the nine (9) members, including the Chairman and other officers of the Commission. The members of the Executive Board, other than the officers of the Commission, shall be determined by the Commission, except that each county shall have a representation of not less than three (3) members on said Board. The Executive Board shall have such powers and duties as the By-Laws shall provide.

Section 8. MEETINGS. The Commission shall meet regularly as determined by the By-laws. The meetings of the Executive Board may coincide at appropriate times with the

regular meeting of the Commission as a whole. All meetings of the Commission as a whole shall be open to the public.

Section 9. QUORUM. A majority of the members of the Commission shall constitute a quorum for the transaction of business at any meeting.

Section 10. RULES. The Commission shall adopt by-laws, including rule for the transaction of business and shall keep a complete record of its functions and activities, which shall be a public record.

Section 11. FUNCTION, DUTIES, AND POWERS. The Tri-County Regional Planning Commission shall have the functions, duties, and powers as provided in the Illinois Regional Act.

- a. In the exercise of its general functions, duties, and powers, the Commission:
 1. Shall prepare and recommend to the County Boards a Regional Plan, or functional segments thereof looking to the present and future development of the Region. Such Regional Plan may include recommendations for land use, circulation, general location of public works, urban renewal, and other such problems and developments relevant to Regional Planning. Such plan shall be known as the Regional Plan of the Tri-County Region. The Tri-County Regional Planning Commission may thereafter, from time to time, recommend changes in such Regional Plan.
 2. Shall prepare and recommend to the County Boards, from time to time, plans for specific improvements to promote the realization of the Regional Plan.
 3. May enter upon or designate staff members who may, at reasonable times and in such manner as to cause no unnecessary injury, enter upon any lands in order to make examinations and surveys related to regional planning, providing that the owner of said lands has not refused permission to enter thereon.
 4. Shall have access to information, reports and data relating to planning in possession of departments of the County Governments.
 5. May request for its information all municipal or other governmental agency plans, zoning ordinances, official maps, building codes, subdivision regulations, or amendments or revisions of any of them, as well as copies of their special reports dealing in whole or in part with planning matters.
 6. Shall advise units of government concerning the relationship of any plans, projects, proposals and policies adopted or under consideration by any such unit of government to other plans, projects, proposals and policies applicable to the Tri-County Region.
 7. Shall have authority to contract with any unit of government within the Tri-County Region to provide specialized planning services with appropriate reimbursement when a unit of government so desires.
- b. In the exercise of its fiscal functions, duties, and powers the Commission:

1. Shall prepare an annual budget in the same manner as other departments of the Counties. Such budget shall be submitted to the Chairman of the Finance Committee of the County Board of each county in the Tri-County Region at least thirty (30) days prior to the meeting at which said Boards adopt their annual budget.
2. Shall have authority to make expenditures upon vouches executed by proper officers of the Commission from funds appropriated by the separate County Boards, such funds to be held by the County Treasurer of each county for disbursement upon such vouchers.
3. Shall have authority to accept, receive and expend funds from the Federal Government or its agencies, and instrumentalities of state and local governments.
4. Shall have authority to accept, receive and expend funds, grants and services from private persons or organizations, including business or non-profit corporations.
5. Shall have authority to provide such information and reports as may be necessary to secure financial aid.
6. Shall deposit any moneys received as gifts, donations or grants from public or private sources for planning purposes in a public banking institution or institutions designated by the Executive Board, to be available for expenditure by the Tri-County Planning Commission by warrants upon such moneys to be drawn only upon vouchers signed by the Chairman and Treasurer of the Tri-County Regional Planning Commission.
7. Shall have authority to contract with respect to any funds, grants or services from whatever source derived, within the limits of its budget.
8. Shall have authority to appoint such employees as it deems necessary, including an Executive Director, and engage consultants as it may require, within the limits of its budget.
9. Shall have authority to acquire equipment and materials for its use and incur other necessary expenses, within the limits of its budget.
10. May authorize the members or employees of the Commission to attend planning conferences or meetings of planning institutions or hearing upon pending planning legislation, or to engage in other planning activities, as official representatives of the Commission, and shall have authority to pay, within the limits of the budget, the reasonable traveling expenses of such representatives.
11. No expenditures for traveling expenses in any amount, nor any other expenditure for single items or to a single firm or individual in an amount of \$500.00 or more shall be made unless the expenditure has been approved by a majority vote of the Commission at a regular or special meeting.

Section 12. SEPARABILITY. If any one or more of the provisions of this resolution is declared unconstitutional or contrary to law, the validity of the remainder of the resolution shall not be affected thereby.

Section 13. ADVISORY DUTIES. The Tri-County Regional Planning Commission shall serve in a general advisory capacity to the County Boards, and to this end the County Clerks shall furnish the Tri-County Regional Planning Commission for its consideration a copy of all ordinances, resolutions, plans, and other data relative to capital improvements of any substantial nature. The Commission may report in relation thereto if it deems a report necessary or advisable, and shall so report when specifically requested by the County Boards, for the consideration of the County Boards before final action on such improvements is taken by the Board.

Section 14. EFFECTIVE DATE. This resolution shall become effective when passed by the County Boards of Supervisors of each of the three counties comprising the Tri-County Region, as designated in Section 1, above, and the Tri-County Regional Planning Commission shall be established as of the date that it is approved by the last of said counties.

Section 15. ABOLISHMENT OF OTHER REGIONAL PLANNING COMMISSION. Any and all county of regional planning commission heretofore created by virtue of "An Act to provide for regional planning and for the creation, organization and power of regional planning commissions" (Approved June 25, 1929, and as amended) within the three counties embraced in the Tri-County Region are hereby abolished as of the effective date of this resolution, and the resolution or resolutions heretofore creating and establishing such county or regional planning commissions are by the passage of this resolution hereby repealed.

March 1958

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

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

Re: Amendment to the Establishment of A Tri-County Regional Planning Commission

RESOLUTION

WHEREAS, Peoria County, Tazewell County, and Woodford County each passed a resolution establishing the Tri-County Regional Planning Commission (“TCRPC”) in 1958, pursuant to Chapter 34, Paragraph 152a, *et. seg.*, Illinois Revised Statutes 1957 (currently 55 ILCS 5/5-14001 *et seq.*); and,

WHEREAS, the share of the TCRPC members and representatives has changed multiple times since its formation and currently consists of 7 representatives from each of the three member counties, to be appointed by the County Board Chair with confirmation by the County Board, plus a representative from the Illinois Department of Transportation; and,

WHEREAS, on May 3, 1976, the Governor of Illinois designated TCRPC the Metropolitan Planning Organization (“MPO”) of the Peoria Urbanized Area, pursuant to Section 112 of the 1973 Federal Aid Highway Act; and,

WHEREAS, in 1976, TCRPC created the Peoria/Pekin Urbanized Area Transportation Study (“PPUATS”) to carry out the work of the MPO; and,

WHEREAS, PPUATS, as the acting MPO, had to comply with the federal statutes and regulations regarding the structure of the MPO and the criteria for representatives required for MPOs; and,

WHEREAS, TCRPC desires to promote coordination, efficiency, and effectiveness in its ability to carry out its duties and streamline its transportation functions; and,

WHEREAS, consolidating the membership of TCRPC and PPUATS to have one organization to carry out the duties of TCRPC and the MPO would be beneficial to the Tri-County Region; and,

WHEREAS, in order for TCRPC not to lose its designation as the MPO once the PPUATS Policy Committee is dissolved, the structure of representatives appointed to TCRPC must be amended to comply with federal statutes and regulations regarding the criteria for MPO representatives and to avoid any substantial change in the proportion of voting members of the existing MPO; and,

WHEREAS, Section 3 of the Counties' Creating Resolution of the Tri-County Regional Planning Commission must be amended in order to meet the standards required to maintain compliance.

NOW, THEREFORE, IT BE AND IS HEREBY RESOLVED that the Peoria County Board agrees to amend Section 3 of the Counties Creating Resolution of the Tri-County Regional Planning Commission as follows:

Section 3. MEMBERSHIP.

- a. The Tri-County Regional Planning Commission shall consist of twenty-one (21) Members, as follows:
 - 1) Three (3) Members from the City of Peoria,
 - 2) Two (2) members from Peoria County,
 - 3) Two (2) members from Tazewell County,
 - 4) Two (2) members from Woodford County,
 - 5) One (1) member from each of the following:
 - Village of Bartonville,
 - City of Chillicothe,
 - City of Creve Coeur,
 - City of East Peoria,
 - Village of Germantown Hills,
 - Village of Morton,
 - City of Pekin,
 - Village of Peoria Heights,
 - City of Washington,
 - City of West Peoria,
 - Illinois Department of Transportation District 4, and
 - the Greater Peoria Mass Transit District (CityLink).
- b. Each Member shall have one voting member.
- c. Representatives shall serve a term of one year. Should a seat become vacant during the one year term, the Member shall appoint a replacement to serve the remainder for the seat that became vacant.
- d. Members are represented by the chief elected, appointed, or administrative official(s) from the eligible units of local government for the Member counties and municipalities. In the case where it is not reasonably feasible for the chief elected, appointed, or administrative official to personally serve as the representative for the Member, any alternative representative for a Member may be appointed and removed by that Member in the manner selected by that Member.

- e. The composition of Members and their representatives must comply with all federal and state statutes and regulations applicable to MPOs.

BE IT HEREBY FURTHER RESOLVED, that Peoria County shall appoint its two representatives every JUNE to serve a one year term. Representatives shall be nominated by the Chairman of the County Board and then voted on by the County Board. The representatives must be approved by a majority vote of the County Board; and

BE IT HEREBY FURTHER RESOLVED, to go into effect, the resolution amending Section 3 of the Counties Creating Resolution of the Tri-County Regional Planning Commission must be passed by the County Boards of Peoria, Tazewell and Woodford Counties as of the date June 30, 2021 and, if it is passed by all three County Boards, it shall become effective on July 1, 2021.

RESPECTFULLY SUBMITTED,

EXECUTIVE COMMITTEE

AGENDA BRIEFING

COMMITTEE: Executive Committee
MEETING DATE: May 25, 2021

LINE ITEM:
AMOUNT:

ISSUE: RESOLUTION: AMEND the CHARTER of the JOINT COMMISSION on RACIAL JUSTICE with the City of Peoria

BACKGROUND/DISCUSSION:

In the fall of 2020, the County and City of Peoria adopted the Charter for the Joint Commission on Racial Justice and Equity. Since that time, more than 200 community members submitted their names to participate as members of the Commission.

Due to overwhelming interest, the County Board Chairman and Mayor and would like to amend the Charter to establish a Steering Committee and appoint all the subcommittee members to the overall Commission. The size of the Steering Committee shall be no less than 15 members and no more than 22 members. At least half and at most three-quarters of the members are racially diverse. The County Board and City Council and may each appoint Ex Officio Members of the Joint Commission on Racial Justice and Equity. All members shall reside in Peoria County. At least half and at most three-quarters of the members will reside in the City of Peoria. To represent the youth of the community, at least two members shall be between the ages of 17 and 25 at the time of their appointment.

The revisions to the Charter and the appointments to the Commission are included in the attached documents.

The appointments to the Steering Committee and subcommittees are attached as an informational and will be included in the Appointments List for the June 8 County Board meeting.

The goals of the Joint Commission on Racial Justice and Equity are:

1. To establish racially inclusive leadership;
2. Promotion of focused discussions on racial equity;
3. Creation of a racial justice and equity strategic plan;
4. Formation of focused work groups that advance pro-equity policies, procedures, and systems in various areas where racial inequities exist (including, but not limited to, the justice system, housing, economic development and jobs, child and youth development, health and human services, information technology, mobility and transportation, environment and climate);
5. Delivery of annual and periodic progress reports.

The mission of the Joint Commission on Racial Justice and Equity is to:

Accelerate Efforts to Institutionalize Racial Justice and Equity within County and City Government and to Advance its Adoption Throughout the Region.

The vision of the Joint Commission on Racial Justice and Equity is:

To End Racism in City and County Government and To Achieve Racial Equity and Justice Across Our Community.

The responsibilities of the Joint Commission on Racial Justice and Equity's are to:

1. Develop and distribute information about racial justice and equity in the City and County;
2. Promote educational activities that increase the understanding of racial justice and equity in the City and County;
3. Recommend coordinated strategies for reducing inequity in racial justice and equity in the City and County;

4. Develop a performance management platform for communicating progress towards achieving racial justice and equity;
5. Advise the Peoria City Council and Peoria County Board, their executives, and City and County agencies about racial justice and equity in the County, and recommend policies, programs, legislation, or regulations necessary to reduce racial and social justice inequity;
6. Subject Matter Experts: Engage select subject matter experts to obtain the best possible data and obtain the best possible evaluations of racial justice and equity impact;
7. Citizen Engagement: Engage a variety of citizen groups for the purpose of soliciting community feedback using a variety of techniques including, but not limited to, surveying, town hall meetings, and public forums;
8. Submit an annual report by December 1 of each year to the Peoria City Council and Peoria County Board on the activities of the Committee.

COUNTY BOARD GOALS:



FINANCIAL STABILITY



INFRASTRUCTURE STEWARDSHIP



EFFECTIVE SERVICE DELIVERY



HEALTHY VIBRANT COMMUNITIES



WORKFORCE DEVELOPMENT



COLLABORATION

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION: Approved 5/25/21 (15-0 votes)

PREPARED BY: Scott Sorrel
DEPARTMENT: County Administration

DATE: May 12, 2021

Peoria City-County Commission on Racial Justice and Equity Charter

Article 1: Name

This Commission, being duly and officially established by joint resolution of the County of Peoria and the City of Peoria, shall be known as the Joint Commission on Racial Justice and Equity.

Article 2: Goals, Mission, Vision

The Joint Commission on Racial Justice and Equity agrees to operate and conduct business to achieve these goals, this mission statement, and the vision statement, which may be amended periodically.

- A. Goals:** The goals of the Joint Commission on Racial Justice and Equity are:
1. *To establish racially inclusive leadership*
 2. *Promotion of focused discussions on racial equity*
 3. *Creation of a racial justice and equity strategic plan*
 4. *Formation of focused work groups that advance pro-equity policies, procedures, and systems in various areas where racial inequities exist (including, but not limited to, the justice system, housing, economic development and jobs, child and youth development, health and human services, information technology, mobility and transportation, environment and climate)*
 5. *Delivery of annual and periodic progress reports*
- B. Mission:** The mission of the Joint Commission on Racial Justice and Equity is to:
Accelerate Efforts to Institutionalize Racial Justice and Equity within County and City Government and to Advance its Adoption Throughout the Region.
- C. Vision:** The vision of the Joint Commission on Racial Justice and Equity is:
To End Racism in City and County Government and To Achieve Racial Equity and Justice Across Our Community.

Article 3: Definitions

The following definitions pertain to the Commission, its activities, and the awareness of Racial Justice and Equity within our community:

“Commission” means the Joint Committee on Racial Justice and Equity consisting of Members

“Equity” means fair and just opportunities and outcomes for all people.

“Equity assessment” means a systematic process of identifying policies and practices that may be implemented to identify and redress disparate outcomes on the basis of race or social justice issues.

“Individual racism” means explicit or implicit pre-judgment bias or discrimination by an individual based on race.

“Inequity” means systematic and patterned differences in well-being that disadvantage one group in favor of another caused by past and current decisions, systems of power and privilege, and policies.

“Institutional racism” means policies, practices, and procedures that work better for some members of a community than others based on race.

“Race” means a social construct that artificially divides people into distinct groups based on characteristics such as physical appearance (including color), ancestral heritage, cultural affiliation, cultural history, ethnic classification, and the social, economic and political needs of a society at a given period.

“Racial justice and equity” means changes in policy, practice and allocation of resources so that race or social justice constructs do not predict one’s success, while also improving opportunities and outcomes for all people.

“Racial justice and equity impact” means an estimate of changes in racial equity and social justice attributable to a change City and County practices, ordinances, or legal construct.

“Social justice” means that everyone deserves to benefit from the same economic, political and social rights and opportunities, free from health disparities, regardless of race, socioeconomic status, age, sex – including on the basis of gender identity or orientation, religion, disability, or other characteristics.

“Structural racism” means the history and current reality of institutional racism across public and private institutions which combine to create a system that negatively impacts certain groups based on race.

Article 4: Responsibilities

The Joint Commission on Racial Justice and Equity has the responsibility to accelerate efforts to institutionalize Racial Justice and Equity within Peoria County and the City of Peoria.

A. Commission Responsibilities: It is the Joint Commission on Racial Justice and Equity’s responsibility to:

1. Develop and distribute information about racial justice and equity in the City and County;
2. Promote educational activities that increase the understanding of racial justice and equity in the City and County;
3. Recommend coordinated strategies for reducing inequity in racial justice and equity in the City and County;
4. Develop a performance management platform for communicating progress towards achieving racial justice and equity;
5. Advise the Peoria City Council and Peoria County Board, their executives, and City and County agencies about racial justice and equity in the County, and recommend policies, programs, legislation, or regulations necessary to reduce racial and social justice inequity;
6. Subject Matter Experts: Engage select subject matter experts to obtain the best possible data and obtain the best possible evaluations of racial justice and equity impact;
7. Citizen Engagement: Engage a variety of citizen groups for the purpose of soliciting community feedback using a variety of techniques including, but not limited to, surveying, town hall meetings, and public forums;
8. Submit an annual report by December 1 of each year to the Peoria City Council and Peoria County Board on the activities of the Committee. This shall include a workplan for the upcoming year.

B. City and County Responsibilities. It is the City and County’s responsibility to:

1. Training – The City and County will provide Commissioners with appropriate racial justice and equity training to carry out their responsibilities.
2. Administrative Support – The City Chief Diversity and Inclusion Officer will provide the administrative support to the Commission and may participate in the discussion and deliberation of the Commission.
3. Clerical Support – Clerical support shall be provided by the County.
4. Legal Support – Legal support shall be provided by the City.

Article 5: Administrative

The Joint Commission on Racial Justice and Equity shall function and be governed under the following policies.

A. Membership:

1. Ex Officio Members: The City Council and County Board may each appoint Ex Officio Members of the Joint Commission on Racial Justice and Equity.
2. The City Manager and County Administrator shall be non-voting Ex Officio Members of the Joint Commission on Racial Justice and Equity.

3. Steering Committee Members: The Joint Commission on Racial Justice and Equity Steering Committee shall be no less than 15 members and no more than 22 members as follows:
 - a. At least half and at most three-quarters of the members are racially diverse.
 - b. All members shall reside in Peoria County.
 - c. At least half and at most three-quarters of the members will reside in the City of Peoria.
 - d. To represent the youth of the community, at least two members shall be between the ages of 17 and 25 at the time of their appointment.
 - e. The Peoria County Board and the Peoria City Council shall appoint one voting member from each elected body.
 - f. The County Board and City Council shall jointly ratify the founding members of the Joint Commission on Racial Justice and Equity with half the initial members selected at random to serve an initial one (1) year term and the other half of initial members selected to serve an initial two (2) year term. Co-Chairs of the Commission shall serve an initial two (2) year term.
4. Nominating Committee:
 - a. The Nominating Committee shall be a standing committee of six (6) members representing racially diverse members of the Joint Commission on Racial Justice and Equity.
 - b. The initial applicant screenings and recommendations to the Joint Commission on Racial Justice and Equity will be made by volunteers from the Mayor's Coalition on Racial Justice and Equity. Thereafter, the Commission itself will recommend appointments to the Commission using the Nominating Committee process as described below.
 - c. Members of the initial and subsequent Nominating Committee shall serve a term of two (2) years unless reappointed to serve an additional term
 - d. As terms are set to expire or upon the creation of a vacancy the Nominating Committee shall recommend to the full Commission individuals or a slate of individuals to be elected by the Commission.
 - e. The Nominating Committee at its sole discretion may solicit recommendations for nominations from the County Board as a body or individual members, City Council as a body or individual members, or the Commission as a body or individual members.
 - f. The Nominating Committee shall adhere to the membership requirements identified herein when considering individuals that will be nominated.
5. Election: The Joint Commission on Racial Justice and Equity shall elect Members from the nominations submitted by the Nominating Committee. The Commission shall have the right to reject a nomination submitted to it (in which event the Nominating Committee shall submit to the Commission a new nomination). The

Commission shall not have the right to elect an individual that was not first nominated by the Nominating Committee.

6. Term: After the initial terms as appointed by the County Board and City Council, members shall serve two-year terms with a maximum of three terms consecutively. Any combination of terms may not exceed five (5) years.
7. Members of the Joint Commission and its Committees shall successfully complete the Illinois Attorney General's online Open Meetings Act and Freedom of Information Act training certifications.

B. Meetings:

The Joint Commission on Racial Justice and Equity and its Committees are subject to the Illinois Open Meetings Act, as amended (5 ILCS 120), and notice shall be given by both governments pursuant to the Act.

C. Officers, Duties, Committees, and Agenda:

1. **Officers:** The initial appointment of Joint Commission on Racial Justice and Equity Co-Chairpersons shall be one (1) one-year term. The initial appointment shall be made by the Peoria County Board Chairman and by the Mayor with the advice and consent of the respective legislative bodies as may be required. Following the initial appointment of Co-Chairpersons, the Joint Commission on Racial Justice and Equity shall elect from its membership two (2) Co-Chairpersons to serve one-year terms. The Officers shall be elected at the Joint Commission on Racial Justice and Equity's first meeting in January of each year.
2. **Duties:** The Co-Chairpersons shall preside at all meetings.
3. **Committees:** The Commission may form committees as defined below to advance specific topics or purposes. Each committee shall have diverse Co-Chairpersons.
4. **Agenda:** The Co-Chairpersons shall set the agenda for each meeting. Any Commission member may request an item to be added to the agenda by contacting either Chairperson.

D. Committees:

1. The Commission shall establish committees to examine the condition of the County and City with respect to inequity and institutional and structural racism and to determine strategies for advancing racial justice and equity. The Committees include:
 - a. Child & youth development
 - b. Economic development & jobs
 - c. Environment & climate
 - d. Health & human services
 - e. Housing
 - f. Information & technology
 - g. Justice system
 - h. Transportation & mobility

2. Each Committee shall be co-chaired by members of the Commission representing racially diverse leadership.
3. The Committees shall develop a policy agenda pertaining to their defined area to advance racial justice and equity.
4. The Committees shall recommend coordinated strategies for reducing inequity in racial justice and equity to the full Commission.

E. Term:

To ensure that the Joint Commission on Racial Justice and Equity serves a purposeful agenda that advances the community interests as identified in **Article 2: Goals, Mission, Vision**, the County of Peoria and the City of Peoria agree that this intergovernmental agreement shall be in force for an initial period of five (5) years ending December 2025. Six months prior to the end of said expiration, the parties agree to meet and decide whether or not the Joint Commission on Racial Justice and Equity shall be extended for an additional five (5) year term, with adjustments to this agreement as mutually agreed upon. In any case the total approved term as contemplated to exist as described for a period not to exceed ten years in which time the parties shall endeavor to create a permanent Commission with similar responsibilities and motives as found in **Article 2: Goals, Mission, Vision**.

F. Adoption and Amendments to this Charter:

Immediately following adoption of the original Joint Commission on Racial Justice and Equity Charter, this Charter shall be submitted to the City Council and County Board to receive and file.

This Charter may be amended or repealed by an affirmative vote of the super-majority of the members of the Joint Commission on Racial Justice and Equity present at any meeting called for that purpose at which a quorum is present. Written notice of such proposed amendment and the nature thereof shall have been given to the membership of the Joint Commission on Racial Justice and Equity, the City Council, and the County Board at least 30 days prior to the date of the meeting at which the amendments are to be considered. All amendments approved by the Joint Commission on Racial Justice and Equity are subject the approval and ratification by the City Council and County Board.

Peoria City and County Racial Justice and Equity Commission Nominations

RJE Steering Committee

Co-Chairs: Timothy Bertschy and Mary Peterson

Angela Bolden	Micah Lavender
Charles Brown	Chuck Mitchell
Mary Chapai (<i>unconfirmed</i>)	Mike Murphy
Robert Dunigan	Rasheedah Na'Allah
Raeann Garza Whitby	Pam Orear
Angela Green	Abraim Robinson
Joshua Gunn	Jonathan Wright
Julia Issa-Ghantous	Bradley Wright-Hulett
Jim Johnson	Angela Young

Ex-Officio members: Patrick Urich, Scott Sorrel

City Liaison: Andre Allen

County Liaison: Brandy Bryant

Committee Demographics: 10 Black or African American, 9 White, 1 Other

Justice System Sub-Committee

Co-Chairs: Susan O'Neal and Derrick Parker

LaVetta Aguilera	Barb Katz
Corey Allen	Jennifer Keffler
Pachaunce' Allen-Walker	Omar Malcolm
Peter Barclay	Jennifer Morris
Sandra Crow	William Ordaz
Donna Crowder	Marcola Owens
Sandra Dudley	Rebecca Runyon
Talisha Evans	Jennifer Welch-Farrell
M. Catherine Godhigh	Emily Gill

City Liaison: Beth Jensen

Committee Demographics: 9 Black or African American, 10 White, 1 Mexican, Mexican American, or Chicano

Economic Development and Jobs Sub-Committee

Co-Chairs: Nia McFarland-Drye and Brent Oest

Shawn Allen	Tom Pelger
Erik Christian	Ronald Ruffin
Patricia K. Ellis (<i>unconfirmed</i>)	Michael Seghetti
Doris Griffin	Chris Setti
Brian Gruber	Jacqueline Watkins
Destiny Hayes (<i>unconfirmed</i>)	Kenten Watkins (<i>unconfirmed</i>)
Jonathan Jenkins	Marilyn Woods
James McCoy	Janice Zagardo
Paula Nachtrieb	Ken Zika

Committee Demographics: 10 Black or African American, 10 White,

Child and Youth Development Sub-Committee

Co-Chairs: Gigi Gibson (*unconfirmed*) and Anupama Uddavolu

May Abouhouli	Christian Lee
Krishan Bedi	Charles Miner
Stephanie Bragg	Dearl E. "Skip" Morris
Bianca Brown	Dawn Parker-Frakes (<i>unconfirmed</i>)
Bernard Bryant (<i>unconfirmed</i>)	Teri Rainey
Shalandra Burch	Anni Reinking
Tonya Fant	Nikki Romain
Nikole Henry	Kristie Stockham (<i>unconfirmed</i>)
Courtney Lee	Ashley Whitlatch

Committee Demographics: 2 Asian, 9 Black or African American, 6 White, 3 Other

Quality Housing Sub-Committee

Co-Chairs: Andres Diaz and Marcus Peoples

Debra Avery	Roberta Parks
Benny Little (<i>unconfirmed</i>)	Shataqua Poindexter
Latoya Brown	Jerricka Rencher
Alicia Harris	DezMoniquie Robertson
Donny Henry	Valerie Timmes
Adam Hopkins	Brian Uhlenhopp
Irene Lewis-Wimbley	Kiran Velpula
Fai Lowe	Krista Wresinski

Committee Demographics: 1 Asian, 9 Black or African American, 7 White, 1 Hispanic

Health and Human Services Sub-Committee

Co-Chairs: Francesca Armmer and Nicole Robertson

Tamia Banks	Kamlesh Macwan
Ethan Carnes	Anne Morrow
La'Shay Carter	Shanta Murthy
Terry Cassidy	Carla Sewell
Shacorrah Evans	Jaclyn Shallat
Mariama Ford (<i>unconfirmed</i>)	Crystal Slaughter
Bernice Gordon-Young	Barbara Smith
Rachel Hearn	Chris Wade
Mike Kennedy	Linda Wilson

Committee Demographics: 2 Asian, 10 Black or African American, 6 White, 1 Hispanic, 1 Native American

Transportation and Mobility Sub-Committee

Co-Chairs: Peter Kobak and Ronald Rasberry

Antwaun Banks	George Ghareeb
Jamie Bell	Lorene King
Aaron Chess	Anshuman Reddy
Gloria Clark	Ursula Towne
Daniel Elliott	Douglas Troop
Tina Foley	

Committee Demographics: 1 Asian, 6 Black or African American, 6 White

Information Technology Sub-Committee

Co-Chairs: Jamiel Shelton and *To be determined*

Jessica Bastian	Sean Couch
Sean Garrett	Brooke Sommerville
Thomas Higgins	Aishi Tulasaku
Robert Ramoska	Nyrobi Wheeler
Lisamarie Schultz	

Committee Demographics: 2 Asian, 3 Black or African American, 5 White

Environment and Climate Sub-Committee

Co-Chairs: Jason Beverlin and Jamila Wilson

Edward Barry	Barbara Kaptanian-Ruth
Camille Coates	Ashley Maybanks
Thomas Drea	Barbara Pierce (<i>unconfirmed</i>)
Joyce Harant	Mara Romeo (<i>unconfirmed</i>)
Dawn Harris Jeffries	Jonathan Thomas
Ryan Hidden	

Committee Demographics: 3 Black or African American, 10 White

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee

MEETING DATE: May 25, 2021

ISSUE: Approval of an Intergovernmental Agreement between Peoria County and DCFS to participate in the Title IV-E Legal Representation Reimbursement Program

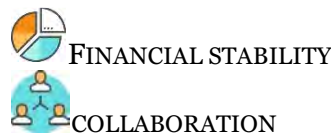
BACKGROUND/DISCUSSION:

Peoria County Court Administration was invited by the Administrative Office of Illinois Courts (AOIC) to participate in a pilot program with the Illinois Department of Children and Family Services (DCFS) to request Title IV-E Legal Representation Reimbursement funding. This program allows qualifying counties to recoup federal funds for allowable attorney costs related to the legal representation of families involved with DCFS.

In Peoria, there are five assistant public defenders and two Guardian ad Litem (all contractual) that are paid by either the Public Defender office or Court Administration, to exclusively represent parents and children in Juvenile Abuse and Neglect Court. Nothing will change their rate of pay however we can now submit a claim for partial reimbursement to Peoria County. DCFS will determine the amounts of reimbursement, which are roughly estimated to be 25% of actual costs, which equates to \$70,000. Submitting claims for reimbursement requires minimal recordkeeping due to the fact the attorneys we've selected are paid to devote 100% of their time to DCFS-involved casework.

The reimbursed expenses are already budgeted in FY 21, therefore this represents new revenue in two General Fund departments, Court Administration and Public Defender. The Intergovernmental Agreement is currently in draft format but the goal is to have it executed no later than July 1, 2021.

COUNTY BOARD GOALS:



STAFF RECOMMENDATION:

Approve the Intergovernmental Agreement with DCFS.

COMMITTEE ACTION:

Approved 5/25/21 (8-0 votes) Mr. Elsasser voted aye via teleconference

PREPARED BY: Jennifer Shadid, Assistant Court Administrator

DEPARTMENT: Court Administration

DATE: May 14, 2021

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
THE ILLINOIS COUNTY OF _____**

This Intergovernmental Agreement (the "Agreement") is hereby made and entered into as of the date of execution between the Department of Children and Family Services ("DCFS"), County ("County") (collectively, the "Parties" and each a "Party"), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and in accordance with Section 5-655 of the Civil Administrative Code, 20 ILCS 5/5-655.

WHEREAS, each of the Parties are agencies/governmental entities within the State of Illinois (20 ILCS 15/5, 105 ILCS 5/1A);

WHEREAS, DCFS is the State agency in Illinois that is responsible for providing child welfare services to abused, neglected and dependent youth and their families;

WHEREAS, County is the agency responsible for providing legal representation in juvenile abuse and neglect court as the Guardian Ad Litem for youth involved with DCFS and their indigent parents under the Federal Title IV-E Foster Care Reimbursement Assistance Program ("Title IV-E Reimbursement Program"), Social Security Act of 1935, 42 U.S.C. §670 et seq., as amended, 42 U.S.C. §672 et seq., and 45 CFR §1356 et seq., as amended;

WHEREAS, funds to be distributed under the terms of Title IV-E originate with the United States Department of Health and Human Services-Administration for Children and Families ("HHS") as the federal agency which administers the Catalog of Federal Domestic Assistance ("CFDA") #93.658;

WHEREAS, DCFS is the sole State agency responsible for administering the Title IV-E Reimbursement Program within the State of Illinois pursuant to 42 U.S.C. §671(a)(2) and 45 CFR 1355.30(p) and 205.100;

WHEREAS, the Title IV-E Reimbursement Program allows qualifying counties to recoup federal funds for allowable attorney costs related to administering the Title IV-E Reimbursement Program in the legal representation of families involved with DCFS;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

I. Purpose

1. The Parties agree that the purpose of this Agreement is to set out the process for DCFS claiming and reimbursement to County of Title IV-E Reimbursement Program funds.

II. County's Responsibilities

1. County shall designate a Title IV-E Reimbursement Fiscal Coordinator to serve as the primary liaison between County and DCFS, DCFS' representatives, providers, auditors, and any federal or other state agencies regarding County's Title IV-E

reimbursements and/or other financial issues. The Title IV-E Reimbursement Fiscal Coordinator shall also act as County's primary representative in any meetings related to Title IV-E Reimbursement Program issues and assist DCFS staff in any manner necessary for DCFS, its designee, and/or any federal or state governmental entity to monitor County's participation in the Title IV-E Reimbursement Program.

2. Title IV-E Reimbursement Program Eligibility Requirements; Reimbursable Costs

- A. County may request reimbursement for services permitted by Title IV-E Reimbursement Program, at the rates established in 45 CFR 1356.60, which include administrative costs necessary for the administration of the Title IV-E Reimbursement Program pursuant to 45 CFR 1356.60 (b) and 45 CFR 1356.60 (c).
- B. Title IV-E reimbursement claims must have been incurred during the term of this Agreement to be subject to reimbursement. DCFS shall only reimburse County for actual costs.
- C. County shall have the technical ability to transmit all payment information for claiming to DCFS in the format prescribed by DCFS and may only seek Title IV-E reimbursement of such eligible administrative costs if adequately described in a cost allocation plan.
- D. County shall not use expenditures which are claimed under Title IV-E Foster Care as match or as maintenance of effort under any other federal program.
- E. County is liable to DCFS for all payments made by DCFS for ineligible administrative costs claims.
- F. County shall provide DCFS documentation that it is in compliance with the Title IV-E Reimbursement Program requirements upon request and as permitted by law.

3. Title IV-E Administrative Costs Reimbursements; Reimbursable Costs

- A. County shall comply with the procedures set forth herein required to claim Title IV-E foster care administration costs.
 - i. Prior to requesting reimbursement for administrative claims, County shall submit an Implementation Plan to DCFS for approval that identifies administrative costs. County shall follow the procedures and requirements adopted in its Implementation Plan, which is attached hereto and incorporated herein as Exhibit A.
 - ii. At a minimum, County's Implementation Plan shall include all Time Logs for work performed on each individual youth eligible for Title IV-E funding, Attestation forms, Contractual Billing forms and instructions for use, as required below:
 - a. If claiming for attorneys who are employees of County and who spend 100% of their time representing DCFS cases, attorneys shall complete, sign and date a quarterly statement attesting to that fact (Attestation). The Attestation shall be submitted with each quarterly administrative

claim. Additionally, a list of the cases represented each quarter by each attorney shall be available for review by DCFS upon request.

- b. If claiming for attorneys who are employees of County and who represent DCFS cases less than 100% of their time, attorneys must maintain a daytime log that documents all their paid time (work, vacation, sick, comp and holiday) and the amount of time spent each day, broken down by hour, representing DCFS cases. The attorney shall sign the completed time logs attesting to their accuracy (Time Logs). Total time accounted for should be summarized by quarter and the percentage of time spent on DCFS cases for the quarter, determined. For example, if there are 520 work hours in a given quarter and the attorney spent 312 hours representing DCFS cases the calculated percentage would be 60.0% which would then be applied to the attorney's salary and fringe benefit costs for that quarter.

The signed Time Logs shall be submitted with each quarterly administrative claim. Additionally, a list of the cases represented each quarter by each attorney shall be available for review by DCFS upon request.

- c. Claiming for attorneys on contract with County shall be based on billings that break out the time in at least 15-minute increments, bill rate and DCFS cases represented. The contracting entity shall include documentation used to determine the billing details (Contractual Billing Form).

B. Reimbursable administrative costs include the following:

- i. The portion of attorney salaries, including County paid fringe benefits, associated with representing DCFS involved cases; and
- ii. Actual costs incurred for contractual attorneys associated with representing DCFS involved cases.

C. All administrative costs for which County seeks reimbursement under the Title IV-E Reimbursement Program shall be documented by actual costs incurred and paid by County prior to presenting a claim and shall be documented by accounting records maintained by County.

D. Claiming for attorney work unrelated to a specific DCFS case is not eligible for reimbursement.

4. Reporting Requirements

- A. County shall submit Title IV-E claiming information to DCFS quarterly, in accordance with DCFS' claiming procedures, federal law, and regulations pertaining to the Title IV-E Foster Care Reimbursement Assistance Program. To guarantee processing of the claim and subsequent reimbursement for that quarter, County should submit the claim to DCFS within 18 days of the quarter end. Claims received after that time period will be processed in the subsequent quarter's claim.

- B. County shall submit claims for Title IV-E reimbursement to DCFS by reports and forms approved by DCFS consistent with federal law and regulations pertaining to the Title IV-E Foster Care Reimbursement Assistance Program. County shall file such reports and forms in accordance with such instructions and by such deadlines as DCFS may adopt consistent with federal law and regulations pertaining to the Title IV-E Foster Care Reimbursement Assistance Program.
- C. All claims shall be submitted electronically to DCFS at DCFS.CountyLegal4E@illinois.gov in a secure manner to protect confidential information.

5. Conflicts of Interest

County shall, on a continuing basis, disclose to DCFS financial or other interests, public, private, direct or indirect, which would prohibit it or DCFS from participating or continuing to participate in the Title IV-E Reimbursement Program. County shall not employ or contract with any person to perform work or deliver a service under the Title IV-E Reimbursement Program who has a conflict of interest.

6. Contractual services

- A. All County contracted legal services that maybe claimed under this Agreement, shall be provided pursuant to a written contract.
- B. All contracts shall specify the services and deliverables the contractor is to provide County under the Title IV-E Reimbursement Program and shall require all contractors for whom reimbursement funds will be sought to comply with the Title IV-E Reimbursement Program requirements specified in this Agreement and applicable DCFS standards.
- C. All contracts shall list the contractors' names, telephone numbers, and business addresses.
- D. County remains liable for the acts and omissions of the employees, agents, and contractors it retains to perform services under the Title IV-E Reimbursement Program and shall retain full responsibility, including but not limited to financial responsibility for their performance, nonperformance, malpractice or other errors and omissions.

7. Background Checks

County shall require that all employees and contractors doing work for which claims are submitted for reimbursement under this Agreement have passed a criminal history check via fingerprints, a check of the Child Abuse and Neglect Tracking System and other state child protection systems, as appropriate, and a check of the Illinois Sex Offender Registry.

III. DCFS Responsibilities

- 1. Payments. DCFS will determine the amounts of reimbursement quarterly. Once the Title IV-E claim has been filed, approved, and the full award received, DCFS will

process a payment request for the County (less the 5% DCFS administrative fee) and submit it to the State of Illinois Comptroller's Office for payment.

2. DCFS shall have final decision-making authority to make eligibility determinations, interpret and apply Title IV-E requirements to County's participation in the Title IV-E Reimbursement Program.

IV. General Provisions

1. Confidentiality

- A. All statutes, rules, and regulations governing the confidentiality of the Parties' records shall apply. The Parties will protect the confidentiality of information concerning all youth and families in accordance with all applicable Federal and State laws regarding such proprietary information, including, but not limited to, Juvenile Court Act, 705 ILCS 405/5-901 et seq., the Mental Health and Developmental and Disabilities Act, 405 ILCS 5/3-501, the Consent by Minors to Medical Procedures Act, 410 ILCS 210/0.01 et seq., the Abused and Neglected Child Reporting Act, 325 ILCS 5/11, the Children and Family Services Act, 20 ILCS 505/35.1, the Illinois School Records Act, 105 ILCS 10/1 et seq., the Public Aid Code (305 ILCS 5/11-9), the Social Security Act (42 U.S.C. § 1396a(a)(7)), and the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d-9).
- B. Identifying information regarding persons receiving benefits from any of the Parties is subject to the confidentiality provisions of federal and state statute, rules and regulations, including 42 CFR 431.300 et seq., 305 ILCS 5/11-9, 205 ILCS 5/11-10, and 305 ILCS 5/11-12. When confidential information is exchanged, the following rules shall apply: (i) the confidential nature of the information must be preserved; (ii) the information furnished must be used only for the purposes for which it was made available; (iii) assurance must be given that the proper steps shall be taken to safeguard the information; and (iv) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation.
- C. County shall inform its employees and contractors of such confidentiality obligations, as well as the penalties for violation thereof, and shall ensure their compliance with those confidentiality obligations. In accordance with this Agreement, County acknowledge that nothing herein prevents them from sharing any confidential information with DCFS for families who fall within the parameters of the Title IV-E Reimbursement Program.

2. Compliance with Law

- A. This Agreement and the Parties obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, including, without limitation, federal regulations, State administrative rules, including; Title IV-E of the Social Security Act and its implementing regulations, Office of Management and Budget ("OMB") Circular A-87, OMB Circular A-133 and

other applicable rules and regulations for Title IV-E Federal Financial Participation (“FFP”), and the Juvenile Court Act, 705 ILCS 405/6-10.

- B. The Parties shall abide by all federal and state laws, regulations, or orders that prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, marital status, handicap, physical or mental disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era. The Parties further agree to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
- 3. Nothing in this Agreement is intended to or shall create any rights or remedies in any third party.
- 4. Any failure of a Party to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of any Party thereafter to enforce every provision in accordance with the terms of this Agreement.
- 5. Force Majeure

No Party shall be liable for damages due to any delay or default in performing its respective obligations under this Agreement if such delay or default is caused by conditions beyond its control. Such conditions include, but are not limited to, failure by subcontractors or suppliers to furnish equipment, software, parts or labor; war, acts of terrorism, sabotage, insurrections, riots, civil disobedience, and the like; acts of governments and agencies thereof; labor disputes; accidents; fires, floods, or acts of God; government restrictions; strikes or work stoppages; and acts or failures to act of third parties. So long as any such delay or default continues, the Party affected by the conditions beyond its control shall keep the other Parties at all times fully informed concerning the matters causing the delay or default and the prospects of their ending. In such event, the delayed Party shall perform its obligations hereunder within a reasonable time after the cause of the failure has been remedied, and the other Parties shall be obligated to accept such delayed performance.

6. Funding Adjustments

- A. DCFS reserves the right to make adjustments to previously approved amounts, as necessary, based on updated eligibility ratios and will notify County of the amount of such adjustments.
- B. County shall make any required payments to DCFS as a result of overpayments, unallowable cost reimbursements, and/or ineligible administrative claims on behalf County. If overpayments, unallowable costs, and/or ineligible administrative are discovered through any means, County shall reimburse DCFS for any unallowable expenditure. DCFS reserves the right to terminate this Agreement immediately for cause should County fail to reimburse DCFS for unallowable expenditures. County repayments will be made as described in this Agreement.
- C. County shall repay DCFS all Title IV-E reimbursement funds DCFS pays to County for ineligible administrative claims, retroactive to the earliest date of ineligibility. County has a continuing obligation to notify DCFS immediately when it is discovered a child has become ineligible for Title IV-E funding.

- i. County shall pay DCFS any required amount due to overpayments, unallowable costs, and/or ineligible administrative claims within 60 calendar days of the date of written notice from DCFS.
- ii. If County fails to pay DCFS for overpayments, unallowable costs, and/or ineligible administrative claims timely, DCFS may, without further notice, withhold funds from this Agreement until arrearage is satisfied.

7. DCFS Administrative Fees

DCFS will assess a fee for administering the County Title IV-E Foster Care Reimbursement Program representative of the actual costs incurred by DCFS. A fixed fee of 5% will be assessed on all Title IV-E reimbursements earned based on actual quarterly claims submitted. The administrative fee will be deducted from the reimbursement.

8. Recordkeeping Requirements

- A. Each Party shall maintain for a minimum of three (3) years after completion of this Agreement adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. These records shall be available for review and audit by each Party and the Auditor General of the State of Illinois, the Illinois Attorney General, and the Office of the Executive Inspector General for the Agencies of the Illinois Governor. Each Party agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. If an audit, litigation, or other action involving the records is begun before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved. The three (3) year period shall be automatically extended for the duration of any audit in progress at the time of that period's expiration.
- B. County shall make available to DCFS all fiscal and other documents necessary to ascertain County's compliance with the Title IV-E requirements and this Agreement. County shall allow authorized DCFS employees, federal officials authorized by the Director of DCFS, and other qualified persons, access to all financial and programmatic records relating to County's participation in the Title IV-E Reimbursement Program. If an audit, litigation, action, or other dispute of any type involving the records is initiated before the end of the five (5) year period, County must retain the records until all issues arising out of the action are resolved. The federal government shall have the same access to financial and other documents pertaining to Title IV-E Foster Care Reimbursement Assistance Program as DCFS. County shall have access to the records of DCFS pertaining to County's participation in the Title IV-E Foster Care Reimbursement Assistance Program
- C. All books and records maintained by County and/or their contractors relating to County's participation in the Title IV-E Reimbursement Program shall be available for review and/or audit by DCFS, its designee, and/or DHHS upon request. County and their contractors shall assist DCFS in its functions of reviewing financial and

programmatic records and monitoring and evaluating County's participation in the Title IV-E Reimbursement Program. County and all their contractors performing work under the Title IV-E Reimbursement Program shall cooperate fully with DCFS, its designee, and/or DHHS during any review and/or audit.

- D. The failure of County or any of their contractors performing work or delivering a service under this Title IV-E Reimbursement Program to maintain any of the required books and records shall establish a presumption in favor of DCFS for the recovery of any funds reimbursed by DCFS for which the required books and records are not available.
 - E. County shall maintain time and attendance records for all staff whose salaries are funded, in whole or in part, under the Title IV-E Reimbursement Program and in a manner consistent with generally accepted business practices.
 - F. County will use generally accepted accounting principles to support its administrative claims.
9. Monitoring Requirements
- A. County shall cooperate with DCFS monitoring and periodic evaluations of activities County conducts under the Title IV-E Reimbursement Program and program expenditures.
 - B. DCFS shall have access to County's Attorneys, case records, reports, or other materials related to Title IV-E reimbursement claims to fulfill its responsibility to monitor Title IV-E compliance. Monitoring will take various forms, including, but not limited to, scheduled on-site monitoring visits, desk audits, and unannounced on-site monitoring visits.
 - C. County will be required to reimburse DCFS for any unallowable expenditure that are discovered through any means.

10. Audits

- A. County shall be responsible for determining the applicability of and ensuring their compliance with the Single Audit Act of 1984, Public Law 98-502, and, as amended, by the Single Audit Act Amendments of 1996, Public Law 104-156 as it relates to reimbursements received. County shall have a Single Audit performed, if applicable, and retain copies for future review by federal and state officials. Any and all findings related to the Title IV-E Program noted in the annual Single Audit for County, if applicable, must be disclosed in the Schedule of Findings and Questioned Costs in County's Annual Independent Audit.
- B. County shall comply with federal audit guidelines, including, but not limited to, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If County is required to prepare an audit in accordance with OMB Circular A-133, the audit must still contain the information listed in Department Rule 357.120(c).
- C. A written request for waiver of any portion of the audit report requirements or a request for an extension of time should be submitted to DCFS before the due date of the required report and shall specify the reason(s) for the request.

D. Audit Exceptions

- i. DCFS shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of County's participation in the Title IV-E Reimbursement Program. DCFS shall timely notify County of any adverse findings attributable to County. Upon County receiving notice from DCFS, County shall cooperate fully with DCFS and timely prepare and send to DCFS its written response to the audit exceptions. County's failure to timely and adequately respond to audit exceptions shall result in their liability for any repayment necessitated by the audit exceptions. County shall be responsible for correcting audit exceptions to the satisfaction of the particular auditing agency.
- ii. County shall be liable for any audit exceptions which result solely from the acts or omissions of County in the performance of its responsibilities specified in this Agreement. Similarly, DCFS shall be liable for any audit exceptions which result solely from the acts or omissions of DCFS in the performance of its responsibilities specified in this Agreement. In the event that an audit exception results from the combined acts or omissions of DCFS and County, the financial liability for the audit exception shall be shared by the parties in proportion to their relative fault.
- iii. In the event that a final disallowance cannot be recovered by DCFS through the use of offsetting claims, County agrees to remit a warrant, payable to DCFS, in an amount equal to any such final disallowance as determined by DCFS.

11. Applicable Law and Severability

- A. This Agreement shall be governed by the laws of the State of Illinois and, insofar as applicable, by Title IV-E and other related federal laws and regulations. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.
- B. The rights and responsibilities of the Parties under the Title IV-E Reimbursement Program and as specified in this Agreement are determined by the Social Security Act of 1935, 42 U.S.C. §670 et seq., 42 U.S.C. §671(a)(2), 42 U.S.C. §672 et seq., as amended, and Title 45 CFR §§1355, 1356—Requirements Applicable to Title IV-E, as amended, and 45 CFR 1355.30(p); Title 45 CFR 205.100, as amended; HIPAA, 42 U.S.C. 1320d-2 through 1320s-7, as amended, 45 CFR Parts 160-165, as amended; OMB Circular A-87 – Cost Principles for State, Local, and Indian Tribal Governments, as amended, 60 Federal Register 26484; OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments, as

amended, 59 Federal Register 52224; OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as amended; Children and Family Services Act, 20 ILCS 505/35.1, as amended; Child Care Act of 1969, 225 ILCS 10/1 et seq., as amended; Abused and Neglected Child Reporting Act, 325 ILCS 5/11, as amended; Juvenile Court Act of 1967, 705 ILCS 405/1-1 et seq., as amended; and, DCFS rules, policies, and procedures promulgated in accordance with the aforementioned state and federal laws. In the event of a conflict or inconsistency between any provision of this Agreement and applicable state and/or federal laws, the state and/or federal law shall govern.

12. Indemnification

To the extent permitted by law, and without waiving any claim to sovereign immunity, County agrees to hold harmless DCFS against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of County, with the exception of acts performed in conformance with an explicit, written directive of DCFS.

13. Liability

- A. Neither Party shall be liable for incidental, special, consequential, or punitive damages, or for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one Party against another Party or against a third party. The legal liability of all Parties is limited by Illinois law.
- B. County shall be liable for all payments made for Title IV-E ineligible claims for administrative costs that it discovers or those discovered by DCFS, its authorized designee, and/or DHHS.

14. Notices

All notices or other correspondence required to be given to a Party pursuant to this Agreement shall be sent by facsimile, email or mailed to the following addresses:

DCFS

Illinois Department of Children and Family Services
Title: Director
406 East Monroe
Springfield, IL 62701-1411
Marc.Smith@illinois.gov

With a copy to:

Illinois Department of Children and Family Services
Office of Legal Services
160 N. LaSalle Street
6th Floor
Chicago, IL 60601
Fax#: 312-814-6859
Anmarie.Brandenburg@illinois.gov

County

Name
Title
Address
Phone
Fax
Email

15. Amendments

- A. This Agreement may be amended or modified by the consent of all Parties at any time during its term. Amendments to this Agreement must be in writing and signed by all Parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on any Party unless approved in writing by an authorized representative of all Parties.
- B. This Agreement shall be periodically reviewed for the purpose of determining DCFS' administrative fee based on the actual cost to DCFS for performance of its obligations pursuant to this Agreement.

16. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior oral and written communications with respect to its contents.

17. Term and Termination

- A. Termination for Convenience. This Agreement may be terminated by any Party for convenience upon thirty (30) days' written notice.
- B. Termination for Breach. In the event any Party breaches this Agreement and fails to cure such breach within twenty (20) days' written notice thereof from the non-breaching Party, the non-breaching Parties may terminate this Agreement upon written notice to the breaching Party.
- C. The waiver of any right to terminate for breach shall not constitute a waiver of any right to terminate for future breaches, whether of a similar or dissimilar nature.

18. Nothing contained in this Agreement serves to limit, alter, or amend any party's duties, rights, or responsibilities as set forth in applicable state and federal statutes, laws, or regulations. Nothing contained in this Agreement shall be construed as an agreement to perform any illegal act or any act not permitted to be performed by the parties. If this Agreement is determined to be invalid, it shall be terminated immediately, subject to the processing of data and matching fund requests for services provided prior to such

termination. Should any portion or portions of this Agreement be declared to be void, voidable, or otherwise unenforceable, then such provision, term, or condition shall be severed from this Agreement and the remaining portions of this Agreement shall otherwise remain fully effective, binding, and enforceable.

19. Availability of Appropriation: Sufficiency of Funds

This Agreement is contingent upon and subject to the availability of sufficient funds. DCFS may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to DCFS by the State or the Federal funding source; (ii) the Governor or DCFS reserves funds; or (iii) the Governor or DCFS determines that funds will not or may not be available for payment. DCFS shall provide notice, in writing, to County of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated. All of County's obligations hereunder shall cease upon receipt of such notice.

20. Assignment

This Agreement may not be assigned by any Party without the prior written consent of the other Parties. Such consent shall not be unreasonably withheld.

21. Headings

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

22. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be one and the same agreement, binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

**Illinois Department of Children
and Family Services**

_____ **County, Illinois**

By: _____
Marc D. Smith, Acting Director

By: _____

Chairperson
County Board

Date: _____

Date: _____

DRAFT

Exhibit A: Implementation Plan Areas To Be Covered

The County's Implementation Plan shall include examples of the Time Logs that will be used to document work performed on each DCFS involved case if attorney works less than 100% on DCFS cases; example of attestation form attorneys will sign to support 100% of their time being allocated DCFS involved cases; and example of contractual attorney billing that will support time and costs charged for representing DCFS cases (of contractual attorneys will be used).

- A. If claiming for attorneys who are employees of the County and who spend 100% of their time representing DCFS cases, attorneys shall complete, sign and date a quarterly statement attesting to that fact (Attestation). The Attestation shall be submitted with each quarterly administrative claim. Additionally, a list of the cases represented each quarter by each attorney shall be available for review by DCFS upon request.
- B. If claiming for attorneys who are employees of the County and who represent DCFS cases less than 100% of their time, attorneys must maintain a daytime log that documents all their paid time (work, vacation, sick, comp and holiday) and the amount of time spent each day, broken down by hour, representing DCFS cases. The attorney shall sign the completed time logs attesting to their accuracy (Time Logs). Total time accounted for should be summarized by quarter and the percentage of time spent on DCFS cases for the quarter, determined.

The signed Time Logs shall be submitted with each quarterly administrative claim. Additionally, a list of the cases represented each quarter by each attorney shall be available for review by DCFS upon request.

- C. Claiming for attorneys on contract with the County shall be based on billings that break out the time in at least 15-minute increments, bill rate and DCFS cases represented. The contracting entity shall include documentation used to determine the billing details (Contractual Billing Form).
-

The County's Implementation Plan shall also include:

Number of Attorney Positions and Potential Costs

- 1) Employees of the County
 - a. Number of positions with salary and fringe benefit cost of attorneys working 100% of their time on DCFS cases
 - b. Number of positions with salary and fringe benefit cost of attorneys working less than 100% of their time on DCFS cases including how percentage of time will be documented
- 2) Attorneys on Contract with the County
 - a. Number of positions and costs of attorneys working 100% of their time on DCFS cases
 - b. Number of positions and costs of attorneys working less than 100% of their time on DCFS cases including how percentage of time will be documented

County Contacts

- 1) Federal Claim preparation contacts, prime and alternate - Include position, name, phone number, email
- 2) Management contact - Include position, name, phone number, email

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

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

RE: Approval of an Intergovernmental Agreement between Peoria County and DCFS to participate in the Title IV-E Legal Representation Reimbursement Program

RESOLUTION

WHEREAS, the Administrative Office of Illinois Courts (AOIC) requested Peoria County participate in a pilot program with the Illinois Department of Children and Family Services (DCFS) and;

WHEREAS, DCFS is the State agency in Illinois that is responsible for providing child welfare services to abused, neglected and dependent youth and their families, and;

WHEREAS, Peoria County is responsible for providing legal representation in juvenile abuse and neglect court as the Guardian Ad Litem for youth involved with DCFS and their indigent parents under the Federal Title IV-E Foster Care Reimbursement Assistance Program, and;

WHEREAS, funds to be distributed under the terms of Title IV-E originate with the United States Department of Health and Human Services-Administration of Children and Families (HHS) as the federal agency which administers the Catalog of Federal Domestic Assistance #93.658, and;

WHEREAS, the Title IV-E Reimbursement Program allows qualifying counties to recoup federal funds for allowable attorney costs related to administering the Title IV-E Reimbursement Program in the legal representation of families involved with DCFS, and;

WHEREAS, in order to request reimbursement, the County must execute an Intergovernmental Agreement with DCFS.

NOW, THEREFORE, BE IT RESOLVED, that the Peoria County Board Chairman is authorized to sign the Intergovernmental Agreement with DCFS, upon review and approval by the State's Attorney Office, to participate in the Title IV-E Legal Representation Reimbursement Program.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee

Date: June 10, 2021

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee

MEETING DATE: May 25, 2021

LINE ITEM:	Revenue: 001-1-009-1-194-33550	\$ 17,300.00
	Expense: 001-1-009-1-194-52351	\$ 29,850.00
	001-1-009-1-194-54401	\$ (12,550.00)

ISSUE: Courts' Request a FY'21 Budget Appropriation for a Revised AOIC Rapid Relief Funding Request

BACKGROUND/DISCUSSION:

On March 11, 2021, the County Board approved the Courts' initial request for a FY'21 budget appropriation to recognize funding received from the Administrative Office of Illinois Courts (AOIC) as part of the COVID-19 Rapid Relief Funding for Remote Capabilities Program. This program provides a mechanism for circuit courts to fund their technology needs due to the pandemic.

The entire \$152,664.00 first requested has since been received and is being expended to upgrade courtroom technology used for remote hearings. Upon recent notification that additional funding is available, the Courts submitted a revised request to complete this original project by upgrading the technology in the jail video conferencing rooms that connects to the new technology in the courtrooms. The quotes for the three jail rooms total \$29,850.00. The Adobe Sign license that was included in the original request will not be purchased, so that portion of the funding will be applied to the jail upgrade. A revised request, as detailed below, was submitted to the AOIC this week and approved.

Laptops and docking stations for judges and court staff	\$ 21,500.00
Traffic court (CR121) AV upgrade	8,267.00
Misdemeanor court (CR321) AV upgrade	50,497.00
Zoom-ready AV mobile carts (6)	59,850.00
Upgrade Jail Video Conferencing Rooms	<u>29,850.00</u>
Revised Funding Request	\$169,964.00
Original Funding Request	<u>152,664.00</u>
Addl. FY'21 Budget Appropriation	<u>\$ 17,300.00</u>

An invoice voucher has been submitted to the AOIC and a check will be subsequently issued by the Illinois Comptroller's Office. The procurement, installation and payment for this technology needs to occur by the end of the state's fiscal year (June 30, 2021). The same vendor used for the courtroom upgrades has been selected to install the jail upgrades. Therefore, we are requesting a FY'21 budget appropriation as shown above so we can record the advance payment and make the necessary purchases. We are also requesting authorization to enter into a contract with the selected vendor.

COUNTY BOARD GOALS:



HIGH PERFORMANCE PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approve the FY'21 Budget Appropriation for the Courts

COMMITTEE ACTION:

Approved 5/25/21 (8-0 votes) Mr. Elsaser voted aye via teleconference

PREPARED BY: Jennifer Shadid, Assistant Court Administrator

DEPARTMENT: Court Administration

DATE: May 21, 2021

REVISED

AOIC APPROVAL NO. RRF-018

**COVID RAPID RELIEF FUNDING FOR REMOTE CAPABILITIES
REQUEST FORM**

PURPOSE AND SUBMISSION

The Administrative Office of the Illinois Courts (AOIC), on behalf of the Supreme Court of Illinois, seeks technology requests to enhance, improve and/or establish remote capabilities within the local court systems. The COVID Rapid Relief Funding for Remote Capabilities is offered with limited Fiscal Year 2021 Judicial Branch General Revenue Funding for technology goods and/or services for judicial branch personnel that have been denied due to local funding issues.

Request due by: Thursday, December 31, 2020 **Submit to:** fiscalreporting@illinoiscourts.gov

APPLICANT INFORMATION

Judicial Circuit: Tenth County: Peoria
 Name of Governmental Organization: Peoria County Court Administration
If Funding is Approved, please identify the Name to appear on the Warrant/Check
 Taxpayer Identification Number: 37-5001763
 County Treasurer's Name: Nicole Bjerke
 Address: 324 Main Street, Room 215
 City/State/Zip Code: Peoria, IL 61602
 Telephone Number: (309) 672-6009 Email Address: rkparker@peoriacounty.org

FUNDING REQUEST

Please identify the technology goods/services, the purpose, quantity and unit cost. The funding request will be calculated automatically based on the identified quantity and unit cost.

Goods/Services	Purpose	Quantity	Unit Cost	Funding Request	Funding Approved (AOIC Only)
Adobe Sign	To assist persons with signing documents during remote hearings	5,000	2.54	12,560.00	12,560.00
Laptops w/ docking station	To provide the judges and 4 administrative staff with portable computer to conduct	19	1,130.00	21,470.00	21,470.00
Shipping	court when required to work remotely plus \$50-80 shipping	1	30.00	30.00	30.00
Upgrade to CR121 (Traffic Court)	Carsers integrated with Zoom functionality is the AV system and Electronic Recording System	1	8,266.83	8,266.83	8,266.83
Upgrade to CR321 (Misdemeanor Court)	Upgrade entire AV system to provide Zoom functionality and integrate with ER system	1	50,497.00	50,497.00	50,497.00
Zoom Ready Mobile AV Cart	Provide 6 courtrooms with mobile AV carts to assist with in-person and remote appearances and integrate with Electronic Recording system	5	9,875.00	59,850.00	59,850.00
Update Jail Video Conferencing Rooms	Upgrade 3 jail video conferencing rooms from closed circuit video technology to allow internet based connections for Zoom proceedings	3	9,850.00	29,850.00	29,850.00
				TOTAL \$	169,963.83

Voucher # 8537 processed on 01/27/21 for \$152,663.83 for previously approved funding request.

FUNDING OPTIONS

The Approved one-time funding will require the Chief Circuit Judge and the County Treasurer to enter into a Funding Agreement with the AOIC. Payment to the County will be made utilizing one of the following options, please check one:

- Option 1 **REIMBURSEMENT TO THE COUNTY:** The County MUST procure and make all payments for the Approved goods/services. The County MUST submit the Invoice Voucher, vendor invoice(s) with proof of county payment to seek funding reimbursement from the AOIC.
- Option 2 **PAYMENT TO THE COUNTY:** The Approved request for goods/services will be processed for payment to the County upon receipt of the Invoice Voucher along with the vendor's proposal/quote(s). The County MUST submit vendor invoice(s) with proof of county payment to the AOIC once all invoices are paid.

COUNTY TREASURER'S CERTIFICATION AND CHIEF CIRCUIT JUDGE'S APPROVAL

I, Nicole Bjerke County Treasurer, to the best of my knowledge, do hereby certify that the information is correct and acknowledge that the Chief Judge has reviewed and approved this Funding Request for which funding will be used to enhance, improve and/or establish remote capabilities within this County.

Nicole Bjerke 12/23/20 James J. McCallister 12/22/20
 County Treasurer's Signature Date Chief Circuit Judge's Signature Date

AOIC APPROVALS

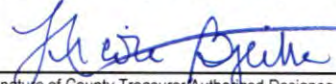
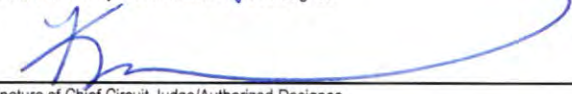
Ship Rehaton 01/21/2021 Kara McCaffrey 1/25/2021
 AOIC Technical Approval Date AOIC Fiscal Approval Date

KM 5/17/2021

INVOICE VOUCHER FOR COVID RAPID RELIEF FUNDING FOR REMOTE CAPABILITIES
State of Illinois - Judicial Branch of State Government

GENERAL INSTRUCTIONS		AOIC USE ONLY		
<p>A) Reimbursement/Payment vouchers must be submitted by May 31, 2021.</p> <p>B) Complete Section 1 by entering the County, the County FEIN number, the County Treasurer's Name, and the remittance address.</p> <p>C) Complete Section 2 by entering the description of Goods/Services, Quantity, and Unit Cost.</p> <p>D) Complete the Certification in Section 3 by entering the County Treasurer information. The County Treasurer and Chief Circuit Judge must sign and date the invoice voucher.</p>	Administrative Office of the Illinois Courts Administrative Services Division 3101 Old Jacksonville Road Springfield, Illinois 62704		Control Number SUBA SUBSUBA	COVIDCOF
	SECTION 1		Appropriation Code	001-20101-1900-9900
	ILLINOIS COUNTY AND REMITTANCE INFORMATION		DOC Code	4453
	County	Peoria	AOIC - ASD Certification	
	County FEIN	37-6001763	I certify that the reimbursement/payment information identified on this voucher is correct and approved for payment. If applicable, the reporting requirements of section 5.1 of the Governor's Office of Management and Budget Act have been met.	
	County Treasurer's Name	Nicole Bjerke		
	Address 1	324 Main Street, Rm. G-15		
	Address 2			
City and Zip Code	Peoria, IL 61602	By	Date	

SECTION 2			
DESCRIPTION OF GOODS/SERVICES	QUANTITY	UNIT COST	REIMBURSEMENT/PAYMENT AMOUNT
Upgrade to 3 video arraignment rooms at the Peoria County Jail to provide remote proceedings via Zoom	3	9,950.00	29,850.00
VOUCHER TOTAL			\$ 29,850.00

SECTION 3	
COUNTY TREASURER'S CERTIFICATION AND CHIEF CIRCUIT JUDGE'S APPROVAL	
I, <u>Nicole Bjerke</u> , County Treasurer in <u>Peoria</u> County do hereby certify that the information herein is correct and the reimbursement/payment has been approved and is eligible for payment by the Administrative Office of the Illinois Courts.	
 Signature of County Treasurer/Authorized Designee	<u>5/19/21</u> Date
 Signature of Chief Circuit Judge/Authorized Designee	<u>5/20/21</u> Date



Taking Technology to a Higher Level
Thompson Electronics Company

Peoria County Courthouse
Attn: Rena Parker/Jennifer Shadid
RE: Jail Side video arraignment system upgrades to Zoom

Thompson Electronics Company is pleased to provide a quote to install professionally engineered AV solution for Peoria County Jail.

Jail System #1- This system will be an upgrade to the existing jail side video arraignment system. We will be removing most of the existing equipment and replacing it with a new Zoom native video arraignment system. We will only reuse the enclosure and speaker for this upgrade. The new system will have a new LED monitor, new Crestron Zoom native UC video conference engine, a new touchpanel controller, a new fixed camera, a new microphone, a new amplifier, and all installation-programming-training. Courtrooms with Zoom capability can call the new jail Zoom system. The interface for the system will be a touchpanel interface located in a secure location in the jail to join these Zoom arraignments.

- (1) Professional LED monitor
- (1) HD fixed view camera
- (1) Crestron UC-C100-Z Zoom native video conference system with desktop 10.1" touchpanel controller and Crestron Zoom UC Engine
- (1) Microphone
- (1) Crestron amplifier
- (1) Installation/testing/training
- (1) Programming of system
- (lot) cable(s) and Freight
- Reuse- NEMA wall enclosure and speaker

Thompson Electronics Company will be responsible for the following areas:

The following apply to all Sections listed above:

1. Program equipment in quantities listed above
2. Provide system testing and training
3. Provide Engineered Drawings and Submittals
4. Supply factory trained support as required.
5. Provide O/M Manuals per specifications.
6. Provide prevailing wage IBEW labor (first shift)
7. Furnish and install all head end and field devices as shown on drawings
8. Provide all field and headend termination.
9. Install all low voltage cable as required to support system

Please note the "Work By Others" and "Related Work" as it pertains to the work required of the Electrical Contractor or General Contractor to support the work of the Electronic Systems Contractor.

Customer will need to provide for the following areas of responsibility (if applicable to project):

1. Provide a climate controlled room with space for our head end equipment.
2. Furnish all cutting, patching, touch-up painting required for the installation of the work
3. Provide final review of this proposal prior to acceptance and start of construction to be certain that the operation of the system meets the needs of the end users.
4. Provide coordination with other trades and users of the facility as needed to facilitate the installation of all devices included with this project.
5. Provide assistance with system check-out.
6. Provide notification and scheduling information in a timely fashion.
7. Provide one site contact for facility and system coordination and meetings prior to the start and over the span of this project as requested.
8. Provide additional compensation (if necessary) for additional material required to complete this project based on changes made by the owner or end users of the systems.
9. Provide High speed internet connections where needed
10. Provide uninterrupted access to the room for duration of install
11. Provide site contact to remain onsite during entire duration of installation
12. Provide any PCs preloaded and configured as needed
13. Provide secure location for touchpanel controller

Timely completion of all aspects of our work is dependent on the completion of work performed by any other trades. We will require and supply schedule and completion updates based on project completion as necessary.

At the completion of the installation and testing, we will provide you with the following:

1. All complete operating manuals
2. Technical operating instructions to your appointed system operator.
3. A one-year warranty on the new equipment and installation of the new equipment against all defects except those caused by misuse or acts of God. Does not cover any OFE (owner furnished equipment) or any of the cabling installed by others.

DEPOSIT & PAYMENT TERMS

Thompson Electronics Company requires a 50% deposit upon acceptance, 25% due upon start with the remaining 25% due 30 days from substantial completion. Our published warranty statement applies to this project. Our full one-year warranty applies to this project. Our terms and warranty statement is incorporated into any agreement made concerning this project and will govern our work. Our standard terms and conditions are included at the end of this proposal or it may be viewed at any time from our web site: www.thompsonet.com. Our warranty covers only the labor and materials that our company supplies and/or installs. Our warranty specifically excludes existing field devices and wiring. System and item price quotes including cable are made for this specific project and are valid for 30 days from the date of this document. Following the stated 30-day time period we reserve the right to re-quote or adjust our prices as necessary.

NOTE: Any programming source code is property of Thompson Electronics and is not included in the cost of this proposal. This proposal, system design, and recommendations within this proposal are the property of Thompson Electronics Company and cannot be used in any way without direct written consent from a representative of Thompson Electronics Company. Pictures shown may not represent actual model number of part described. **All equipment specification sheets are available upon request.**

Acceptance:

Peoria County Jail – Zoom native Video Arraignment upgrade
Project # 325928PE

- Jail System #1- Zoom video arraignment upgrade** **\$9,950.00 ea.**
& Installation per listed Terms,
Conditions and Scope of Work

Proposal total accepted: (Please total the items selected and indicate here) \$ _____
--

I am authorized to accept this proposal from your company. I have read this proposal and understand the function of the system, scope of work, terms. I agree with and accept all aspects of this proposal being offered by Thompson Electronics Company. I have indicated the base proposal being accepted above as well as those options that we desire added to the base proposal. I understand that materials and options offered in this proposal are offered as part of a total proposal and may or may not be purchased for the prices listed outside of this proposal. I understand that all price quotes made in this proposal are limited to this proposal and may expire 30 days from the date this proposal is made. I understand that this installation will in no way correct any existing defects of the existing system and that further or additional labor and materials may be required to correct pre-existing system problems. On signed receipt of this page Thompson Electronics Company will begin drawings, order material if/when directed and contact the indicated representative for project scheduling.

I accept this proposal and the terms and conditions expressed therein:

By: _____ Date: _____

Purchase Order (if required): _____
(To accept this proposal please sign and fax all pages to 309-697-3337, attention: Carl Howell)

Thank you for requesting this proposal. Please contact me with any questions you may have and let me know how I may be of further assistance to you.

Best Regards,

Carl A. Howell CTS-D, CTS-I
Thompson Electronics Company
800-323-3300 Ext. 210
cah@thompsonet.com

TERMS AND CONDITIONS OF SALE

Thompson Electronics Company

905 South Bosch Road • Peoria Illinois 61607 • www.thompsonet.com
voice 309.697.2277 • fax 309.697.3337 • License # 127-000536

1. CONTRACT PRICE Buyer shall pay Thompson Electronics Company for the performance of the work, subject to the additions and deductions by Change Order, the agreed upon Contract Price. Prices are valid only up to the validity date of the quotation or 30 days unless stated otherwise.

2. PROGRESS PAYMENTS Based upon requests for payment submitted by Thompson Electronics Company, buyer shall make monthly progress payments on account of the Contract Price to the contractor based upon the value of stored materials and the work completed each month. If necessary, request for progress payment submitted to buyer by Thompson Electronics Company shall be accompanied by a Contractor's Sworn Affidavit and fully executed lien waivers from all subcontractors for whom payment is being requested by Thompson Electronics Company.

3. PAYMENT TERMS Payment terms to buyers of satisfactory credit are: NET 30 Days from Date of Invoice. Payment should be sent to "remit to" address on invoice. Delinquent invoices or portions thereof are subject to a service charge of 1.5% per month until paid (or the legal maximum allowable in the Buyer's state.) Overdue and delinquent account balances are subject to being placed for collection. Buyer shall pay all expenses incurred including collection fees, court costs, and reasonable attorney fees. If Buyer's account is overdue, Buyer agrees that Thompson Electronics Company may offset the account balance or any portion thereof against any funds due Buyer by Thompson Electronics Company. Orders from corporations to be shipped on open account must be confirmed with written purchase orders. All shipments are FOB Peoria, Illinois. Prepay Terms: New customers without previous history with Thompson Electronics Company, must pay by wire transfer, certified check, credit card or cash for product needed to be shipped immediately. New Buyers may pay by a personal or buyers check, but the order may be held for a period of up to two weeks for check clearance. Established buyers will have orders processed immediately. A credit application on file will be very helpful in expediting orders whether on account or COD, and we request that all buyers fill one out for us as soon as possible even if they intend to deal on a COD basis. *VISA/MC Buyers:* Customer may choose to pay account balances or for orders placed by using visa or MasterCard. Please contact our office in advance of order for details. COD Terms: COD's for up to \$300.00 can be paid by company check. For invoicing exceeding \$300.00. Thompson Electronics Company requires payment by cash or certified check, until a Buyer has established a good payment history with Thompson Electronics Company. Orders for custom fabricated materials are accepted as prepaid orders only and not subject to cancellation.

4. TAXES Thompson Electronics Company's prices are exclusive of brokerage fees, duty or taxes of any type unless specified and noted otherwise. Any taxes of any type applicable to any purchases from Thompson Electronics shall be borne by the Buyer. Buyer shall provide Thompson Electronics Company with a current tax exemption certificate acceptable to the taxing authorities in the state, province or nation in which the merchandise is to be delivered, if said purchase is tax exempt. It is the buyer's responsibility to report the tax status to Thompson Electronics Company of any purchase made here in. All tax liability and the duty to pay such taxes shall be the Buyer's responsibility.

5. TITLE passes from Thompson Electronics Company to the Buyer and risk of loss is borne by the Buyer when product is delivered to the carrier at the FOB point stated herein. All reports of, and claims for damage resulting from or incurred in transportation must be filed with carrier by Buyer.

6. LIMITED WARRANTY UNLESS WRITTEN OR SPECIFIED OTHERWISE, OUR WARRANTY IS AS FOLLOWS:

Material only Purchases (Includes projects where Thompson Electronics Company provides final termination labor only.)

The warranty period is one year from date of final invoice, unless stated differently by the manufacturer. This warranty does not cover after hour emergency service calls. The buyer is responsible for removing and reinstalling material suspected to be defective and incurs all expenses thereof. Prior to returning material, the buyer must obtain a return authorization from Thompson Electronics Company. Shipping must be prepaid.

There will be no equipment repair charge, other than shipping charges, and service labor (if on-site labor is required) for material determined by the manufacturer to be defective from the factory. Thompson Electronics Company will go to the buyer's location for diagnosis or problem inspection of material suspected to be defective if requested. Service labor rates will apply. Thompson Electronics Company's obligation under this warranty is limited to the repair or replacement of defective material. Thompson Electronics Company will not be responsible for subsequent damages resulting from the defect in the material. This warranty does not cover material, which has been damaged by acts of nature, accident, abuse, misuse, or has been improperly stored, installed, or serviced.

7. Material and Installation Purchases (Does not include projects where Thompson Electronics Company makes only final connections at panels or final checkout of system. See warranty for material only purchases.) The warranty period is one year from date of final invoice, unless stated differently by the manufacturer. This warranty does not cover after hour's emergency calls. Installations made by Thompson Electronics Company are warranted for one year from date of final invoice. It is the buyer's responsibility to notify Thompson Electronics Company of problems relating to the proper installation of the material within one year. Should the buyer elect to remove suspected defective material himself, a return authorization is required prior to returning equipment to Thompson Electronics Company. There will be no repair charge, other than shipping charges, for material determined by the manufacturer to be defective from the factory. Thompson Electronics Company's obligation under this warranty is limited to the repair or replacement of defective material. Thompson Electronics Company will not be responsible for subsequent damages resulting from the defect in the material. This warranty does not cover material, which has been damaged by acts of nature, accident, abuse, misuse, or has been improperly stored or serviced.

8. BUYER'S PURCHASE ORDER – CONFLICT OF TERM In the event the Buyer shall submit purchase orders and the written terms of which are at variance or conflict with the terms and conditions of sale contained herein, such purchase order terms shall have no effect to the extent that they may conflict and the Thompson Electronics Company terms and conditions of sale shall prevail.

9. DELIVERY Deliveries shall be subject to and contingent upon timely receipt of order by Thompson Electronics Company, together with Buyer qualification of credit requirements, and Thompson Electronics Company shall not be liable for failure to meet required delivery due to credit clearance requirements, or causes beyond its control, including without limitation, unavailability of product from Thompson Electronics Company's source of supply, strikes and other labor difficulty, riot, war, fire, delay or default of common carrier, or other delays beyond Thompson Electronic Company's reasonable control. Unless otherwise instructed, Thompson Electronics Company will choose the most economical means and routing consistent with the requirements and type of product involved. Goods are packed for shipment in accordance with standard commercial practice of Thompson Electronics Company

10. DISCREPANCY CLAIMS – FAILED DELIVERY CLAIMS Merchandise is shipped FOB shipping point and risk of loss due to damage or shortage or non-delivery due to carrier fault lies with the Buyer. All claims for damage or shortages should be made by Buyer upon receipt of material and filed with the carrier handling the shipment. Claims stemming from discrepancies between invoiced descriptions or quantities and actual product received by Buyer due to error by Thompson Electronics Company must be made in writing thirty (30) days of invoice date. Any such claim not presented within the time limit specified will be waived and actual delivery of invoiced descriptions or quantities will be conclusively presumed. Any Buyer who wishes to dispute a delivery of merchandise may make written request upon Thompson Electronic Company for carrier's proof of delivery within thirty (30) days from date of invoice. Failure by Buyer to request such proof of delivery within the 30-day time period will result in a waiver of Buyer's right to raise the issue of delivery and thereafter delivery will be conclusively presumed.

11. RETURNED MATERIAL No product or equipment of any kind shall be returned without prior approval and specific shipping instructions from Thompson Electronics Company. No returns are permitted on custom ordered material.

12. RESTOCK CHARGE Unless otherwise agreed, a restock charge will be assessed upon the return of products because of buyer ordering error or when the product has suffered damage while in buyer's possession, or late cancellation of order, custom ordered, or when assessed by the manufacturer.

13. ALTERATION OF TERMS AND CONDITIONS No alteration or waiver of the terms contained herein shall be effective unless such authorization or waiver is in writing signed by a duly authorized Thompson Electronics Company officer.

14. PRESUMPTION AS TO AUTHORITY OF BUYER'S PERSONNEL Thompson Electronics Company assumes and is entitled to rely upon the apparent authority of all Buyer's employees and agents in placing orders under Buyer's account.

15. CHANGE OF BUYER'S NAME OR ADDRESS; REORGANIZATION Buyer hereby agrees to notify Thompson Electronics Company's Credit Department in writing of any changes of name or address, or of any corporate reorganization or change of ownership, or a change of name or location of the Buyer. All Agreements made and in force with previous owners, partners or business units shall remain intact until formally cancelled. All obligations of the previous ownership shall be borne by the new ownership.

16. ACCEPTANCE OF SALES ORDERS All sales are subject to acceptance and no sales are final until accepted by Thompson Electronics at its principal place of business: 905 South. Bosch Road. Peoria, Illinois.

17. ASBESTOS/HAZARDOUS WASTE Nothing in this Agreement shall impose liability on Thompson Electronics Company for claims, lawsuits, expenses or damages arising from or in any manner related to, the exposure to or the handling, manufacture or disposal of, asbestos, asbestos products or hazardous waste in any of its various forms, as defined by the EPA. The Buyer shall indemnify and hold harmless Thompson Electronics Company from all claims, damages, losses and expenses, including attorney's (s') fees arising out of or resulting there from.

18. LIABILITY LIMITATIONS AND FORCE MAJEURE a.) Apart from any other terms herein limiting Thompson Electronics Company's liability, Thompson Electronics Company in no event shall be liable to buyer for any incidental, indirect, consequential, punitive or special damages relating in any manner of buyer's purchases from Thompson Electronics Company, or any other aspect of the parties' business relationship, even if advised of the possibility of same by the other party. b.) Apart from any other terms herein excusing Thompson Electronics Company's performance, Thompson Electronics Company shall be excused from any failure or delay in performance, if caused in whole or in part by a "force majeure", which shall include any inability to obtain materials (finished or otherwise) from usual sources of supply, transit failure or delay, labor disputes, governmental laws, orders or restrictions, fire, flood, hurricane or other acts of nature, accident, war, civil disturbance, or any other cause(s) beyond Thompson Electronics Company's reasonable control. The time within which Thompson Electronics Company may timely perform shall be extended during the entire period of any force majeure. c.) The Buyer agrees to limit Thompson Electronics Company's liability to the Buyer and to all construction contractors and subcontractors or other parties on the project due to Thompson Electronics Company's professional negligent acts, errors or omissions such that the total aggregate liability to all those named shall not exceed Thompson Electronics Company's total fee for services rendered under this Agreement. d.) Thompson Electronics Company's liability shall further be limited to liability for its own and sole negligence, errors or omissions alone, and not for any actions by others of or in conjunction with others, including architects, individuals, buyer's representatives, construction contractors or sub-contractors; and Thompson Electronics Company shall have no joint or several liability with any such parties, regardless of such parties' insured status and ability to satisfy claims, and Buyer agrees to hold Thompson Electronics Company harmless against such joint or several claims.

19. REUSE OF DOCUMENTS all documents including drawings and specifications furnished by Thompson Electronics Company pursuant to this Agreement are instruments of services in respect to the project. They are not intended or represented to be suitable for reuse by the Buyer or others on extensions of this project on any other project. Any reuse without specific written verification or adaptation by Thompson Electronics Company will be at Buyer's sole risk and without liability or legal exposure to Thompson Electronics Company and Buyer shall indemnify and hold harmless Thompson Electronics Company from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle Thompson Electronics Company to further compensation. All proposal documents and drawings represent intellectual property originated and developed by Thompson Electronics Company. Any use of these documents other than as named by Thompson Electronics Company may be considered as theft of intellectual property and may result in legal action against those converting said property.

20. CANCELLATION/TERMINATION Following acceptance by Thompson Electronics Company, the Buyer's purchase order may only be cancelled or shipments delayed with the consent of Thompson Electronics Company. Should Thompson Electronics Company consent to a request by the Buyer to stop work or to cancel the whole or any part of an order, the Buyer shall make payments to Thompson Electronics Company as follows: a.) Any and all work that can be completed within ten (10) days from date of notification to stop work on account of cancellation shall be completed shipped and paid in full. b.) For work in process, any materials and supplies procured or for which definite commitments have been made by Thompson Electronics Company in connection with the order. c.) Buyer shall pay Thompson Electronics Company fees for all services rendered to the date of termination and later dates as related to such cancellation, and further pay all expenses including engineering labor, site labor, and shop labor and reimbursable termination expenses, including freight, handling, material restocking charges and reasonable attorney's fees and costs.

21. MISCELLANEOUS This document shall be governed by the laws of the State of Illinois. In the event that any part of this document is held invalid by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

22. FORUM FOR DISPUTES Any litigation which buyer may desire to institute against Thompson Electronics Company relating directly to any business dealings between the parties must be filed before a court of competent jurisdiction in Peoria, Illinois. Buyer consents irrevocably to the jurisdiction of the Peoria County or Federal Courts over its person in the event that Thompson Electronics Company elects to institute litigation against buyer in Illinois relating to any such matters. In such event, service of process may be made by certified mail, air courier, or any other method permitted under Illinois Law.

23. EXECUTION This agreement is considered in force when agreement to purchase has been made by the Buyer and accepted by Thompson Electronics Company.



Taking Technology to a Higher Level
Thompson Electronics Company

Peoria County Courthouse
Attn: Rena Parker/Jennifer Shadid
RE: Jail Side video arraignment system upgrades to Zoom

Thompson Electronics Company is pleased to provide a quote to install professionally engineered AV solution for Peoria County Jail.

Jail System #1- This system will be an upgrade to the existing jail side video arraignment system. We will be removing most of the existing equipment and replacing it with a new Zoom native video arraignment system. We will only reuse the enclosure and speaker for this upgrade. The new system will have a new LED monitor, new Crestron Zoom native UC video conference engine, a new touchpanel controller, a new fixed camera, a new microphone, a new amplifier, and all installation-programming-training. Courtrooms with Zoom capability can call the new jail Zoom system. The interface for the system will be a touchpanel interface located in a secure location in the jail to join these Zoom arraignments.

- (1) Professional LED monitor
- (1) HD fixed view camera
- (1) Crestron UC-C100-Z Zoom native video conference system with desktop 10.1" touchpanel controller and Crestron Zoom UC Engine
- (1) Microphone
- (1) Crestron amplifier
- (1) Installation/testing/training
- (1) Programming of system
- (lot) cable(s) and Freight
- Reuse- NEMA wall enclosure and speaker

Thompson Electronics Company will be responsible for the following areas:

The following apply to all Sections listed above:

1. Program equipment in quantities listed above
2. Provide system testing and training
3. Provide Engineered Drawings and Submittals
4. Supply factory trained support as required.
5. Provide O/M Manuals per specifications.
6. Provide prevailing wage IBEW labor (first shift)
7. Furnish and install all head end and field devices as shown on drawings
8. Provide all field and headend termination.
9. Install all low voltage cable as required to support system

Please note the "Work By Others" and "Related Work" as it pertains to the work required of the Electrical Contractor or General Contractor to support the work of the Electronic Systems Contractor.

Customer will need to provide for the following areas of responsibility (if applicable to project):

1. Provide a climate controlled room with space for our head end equipment.
2. Furnish all cutting, patching, touch-up painting required for the installation of the work
3. Provide final review of this proposal prior to acceptance and start of construction to be certain that the operation of the system meets the needs of the end users.
4. Provide coordination with other trades and users of the facility as needed to facilitate the installation of all devices included with this project.
5. Provide assistance with system check-out.
6. Provide notification and scheduling information in a timely fashion.
7. Provide one site contact for facility and system coordination and meetings prior to the start and over the span of this project as requested.
8. Provide additional compensation (if necessary) for additional material required to complete this project based on changes made by the owner or end users of the systems.
9. Provide High speed internet connections where needed
10. Provide uninterrupted access to the room for duration of install
11. Provide site contact to remain onsite during entire duration of installation
12. Provide any PCs preloaded and configured as needed
13. Provide secure location for touchpanel controller

Timely completion of all aspects of our work is dependent on the completion of work performed by any other trades. We will require and supply schedule and completion updates based on project completion as necessary.

At the completion of the installation and testing, we will provide you with the following:

1. All complete operating manuals
2. Technical operating instructions to your appointed system operator.
3. A one-year warranty on the new equipment and installation of the new equipment against all defects except those caused by misuse or acts of God. Does not cover any OFE (owner furnished equipment) or any of the cabling installed by others.

DEPOSIT & PAYMENT TERMS

Thompson Electronics Company requires a 50% deposit upon acceptance, 25% due upon start with the remaining 25% due 30 days from substantial completion. Our published warranty statement applies to this project. Our full one-year warranty applies to this project. Our terms and warranty statement is incorporated into any agreement made concerning this project and will govern our work. Our standard terms and conditions are included at the end of this proposal or it may be viewed at any time from our web site: www.thompsonet.com. Our warranty covers only the labor and materials that our company supplies and/or installs. Our warranty specifically excludes existing field devices and wiring. System and item price quotes including cable are made for this specific project and are valid for 30 days from the date of this document. Following the stated 30-day time period we reserve the right to re-quote or adjust our prices as necessary.

NOTE: Any programming source code is property of Thompson Electronics and is not included in the cost of this proposal. This proposal, system design, and recommendations within this proposal are the property of Thompson Electronics Company and cannot be used in any way without direct written consent from a representative of Thompson Electronics Company. Pictures shown may not represent actual model number of part described. **All equipment specification sheets are available upon request.**

Acceptance:

Peoria County Jail – Zoom native Video Arraignment upgrade
Project # 325928PE

- Jail System #1- Zoom video arraignment upgrade** **\$9,950.00 ea.**
& Installation per listed Terms,
Conditions and Scope of Work

Proposal total accepted: (Please total the items selected and indicate here) \$ _____
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I am authorized to accept this proposal from your company. I have read this proposal and understand the function of the system, scope of work, terms. I agree with and accept all aspects of this proposal being offered by Thompson Electronics Company. I have indicated the base proposal being accepted above as well as those options that we desire added to the base proposal. I understand that materials and options offered in this proposal are offered as part of a total proposal and may or may not be purchased for the prices listed outside of this proposal. I understand that all price quotes made in this proposal are limited to this proposal and may expire 30 days from the date this proposal is made. I understand that this installation will in no way correct any existing defects of the existing system and that further or additional labor and materials may be required to correct pre-existing system problems. On signed receipt of this page Thompson Electronics Company will begin drawings, order material if/when directed and contact the indicated representative for project scheduling.

I accept this proposal and the terms and conditions expressed therein:

By: _____ Date: _____

Purchase Order (if required): _____
(To accept this proposal please sign and fax all pages to 309-697-3337, attention: Carl Howell)

Thank you for requesting this proposal. Please contact me with any questions you may have and let me know how I may be of further assistance to you.

Best Regards,

Carl A. Howell CTS-D, CTS-I
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18. LIABILITY LIMITATIONS AND FORCE MAJEURE a.) Apart from any other terms herein limiting Thompson Electronics Company's liability, Thompson Electronics Company in no event shall be liable to buyer for any incidental, indirect, consequential, punitive or special damages relating in any manner of buyer's purchases from Thompson Electronics Company, or any other aspect of the parties' business relationship, even if advised of the possibility of same by the other party. b.) Apart from any other terms herein excusing Thompson Electronics Company's performance, Thompson Electronics Company shall be excused from any failure or delay in performance, if caused in whole or in part by a "force majeure", which shall include any inability to obtain materials (finished or otherwise) from usual sources of supply, transit failure or delay, labor disputes, governmental laws, orders or restrictions, fire, flood, hurricane or other acts of nature, accident, war, civil disturbance, or any other cause(s) beyond Thompson Electronics Company's reasonable control. The time within which Thompson Electronics Company may timely perform shall be extended during the entire period of any force majeure. c.) The Buyer agrees to limit Thompson Electronics Company's liability to the Buyer and to all construction contractors and subcontractors or other parties on the project due to Thompson Electronics Company's professional negligent acts, errors or omissions such that the total aggregate liability to all those named shall not exceed Thompson Electronics Company's total fee for services rendered under this Agreement. d.) Thompson Electronics Company's liability shall further be limited to liability for its own and sole negligence, errors or omissions alone, and not for any actions by others of or in conjunction with others, including architects, individuals, buyer's representatives, construction contractors or sub-contractors; and Thompson Electronics Company shall have no joint or several liability with any such parties, regardless of such parties' insured status and ability to satisfy claims, and Buyer agrees to hold Thompson Electronics Company harmless against such joint or several claims.

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21. MISCELLANEOUS This document shall be governed by the laws of the State of Illinois. In the event that any part of this document is held invalid by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

22. FORUM FOR DISPUTES Any litigation which buyer may desire to institute against Thompson Electronics Company relating directly to any business dealings between the parties must be filed before a court of competent jurisdiction in Peoria, Illinois. Buyer consents irrevocably to the jurisdiction of the Peoria County or Federal Courts over its person in the event that Thompson Electronics Company elects to institute litigation against buyer in Illinois relating to any such matters. In such event, service of process may be made by certified mail, air courier, or any other method permitted under Illinois Law.

23. EXECUTION This agreement is considered in force when agreement to purchase has been made by the Buyer and accepted by Thompson Electronics Company.

Thompson Electronics Company, subject to review and approval by the State's Attorney's Office, to utilize this state funding.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee

Date: June 10, 2021

AGENDA BRIEFING

COMMITTEE: County Operations
MEETING DATE: May 24, 2021

LINE ITEMS: N/A
AMOUNT: \$10,000.00

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

BACKGROUND/DISCUSSION:

PCAPS has been selected to receive a grant in the amount of \$10,000.00 for the purposes of animal lifesaving efforts. These funds can be used for basic care of the animals including medical expenses.

COUNTY BOARD GOALS:



SAFE AND HEALTHY COMMUNITY



HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approval

COMMITTEE ACTION: Approved 5/24/21 (6-0 votes)

PREPARED BY: Becky Spencer, Director
DEPARTMENT: PCAPS
DATE: May 10, 2021

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

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

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

RESOLUTION

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

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

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

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that the Ten Thousand dollars (\$10,000) be appropriated into the PCAPS fund revenue line item 026-1-026-3-228-36050 and Ten Thousand dollars (\$10,000) be appropriated to the PCAPS fund expenditure line item 026-1-026-3-228-52205 for medical supplies.

RESPECTFULLY SUBMITTED,
County Operations Committee

AGENDA BRIEFING

COMMITTEE: County Operations Committee
MEETING DATE: May 24, 2021

LINE ITEM: 080-5-080-7-776-55200 \$137,346.00

FOR RESOLUTION:

Appropriation of funding for PO P210111 expenses in the IT Services Fund related to new software applications for Planning and Zoning

BACKGROUND/DISCUSSION:

Funding for the new software system for Planning and Zoning was approved by the County Board in 2017 and a purchase order was issued to complete the work. The work has continued for the past several years and remaining funding on the PO was rolled over to 2018, 2019 and into 2020 in accordance with County Board financial policies. In early 2021, when IT Services asked to roll over remaining funding it was determined that the original purchase order was closed out by mistake by Finance department personnel at the end of FY 2020 and that the remaining amount of funding for uncompleted work lapsed back into IT Services fund balance.

In 2021, a new purchase order (P210111) was issued in the amount of \$137,346.00 to complete the work for the new system. Finance staff requests that the funding for this purchase order be appropriated to IT Services budget for FY 2021 to cover this purchase order for the remaining costs for the Planning and Zoning software system.

COUNTY BOARD GOALS:



Collaboration



Financial Stability

STAFF RECOMMENDATION:

To appropriate the expense to IT Service FY 2021 budget as listed above.

COMMITTEE ACTION: Approved 5/24/21 (6-0 votes)

PREPARED BY Randy Brunner, Chief Financial Officer
DEPARTMENT: Finance
DATE: 05/12/2021

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

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

RE: Appropriation of funding for PO P210111 expenses in the IT Services Fund related to new software applications for Planning and Zoning

RESOLUTION

WHEREAS, the Peoria County approved funding for a new software system for Planning and Zoning in 2017 and a purchase order (P170348) was issued for this work; and

WHEREAS, remaining funding under this purchase order was rolled into subsequent years (FY 2018, FY 2019, and FY 2020) in accordance with County Board policy so work could continue; and

WHEREAS, Finance Department staff inadvertently closed out purchase order P170348 and the remaining funding for this work at the end of the 2020 which necessitated the issuance of a new purchase order in 2021 (P210111) for the remaining portion of this work; and

WHEREAS, Finance Department staff recommends that appropriation of the expenses for the re-issued purchase order P210111 as set forth in the agenda briefing be approved.

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that funds in the amount of One Hundred Thirty-Seven Thousand Three Hundred Forty-Six Dollars (\$137,346.00) be appropriated to expense Line Item No. 080-5-080-7-776-55200.

RESPECTFULLY SUBMITTED,
COUNTY OPERATIONS COMMITTEE



COUNTY OF PEORIA

324 Main St. Room 501
 Peoria, IL 61602
 309.672.6931 Fax 309.495.4608

PURCHASE ORDER NO. P210111

PAGE NO. 1

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE.

VENDOR

102326 FAX: 837-278-3711
 TYLER TECHNOLOGIES INC
 5519 - 53RD ST
 ATTN; CRAIG SEEKAMP
 LUBBOCK TX 79414

SHIP/INVOICE TO:

IT SERVICES
 324 MAIN ST RM G11
 PEORIA IL 61602
 ATTN: ENERGOV PROJECT

ORDER DATE: 03/17/21		BUYER: IT SERVICES		REQ. NO.: R210101	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.: PCB 11/9/17 (WAS P170348)	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	EA	ENERGOV - STAGE 4A - FINAL TESTING COMPLETE	48136.0000	48,136.00
02	1.00	EA	ENERGOV - STAGE 4B - UAT	16032.0000	16,032.00
03	1.00	EA	ENERGOV - STAGE 5 - PRODUCTION CUTOVER (WITH DATA CONVERSION)	27028.0000	27,028.00
04	1.00	EA	ENERGOV - STAGE 6 PROJECT CLOSURE	20000.0000	20,000.00
05	1.00	EA	ENERGOV - CONTINGENCY	26150.0000	26,150.00
(NOTE: THIS PO FOR ALL ITEMS LISTED ABOVE REPLACES PO P170348 FOR REMAINDER OF ENERGOV PROJECT.)					
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 137,346.00
					TOTAL \$ 137,346.00
01	08050807776	55200	48,136.00		EXEMPT FROM STATE/LOCAL AND FEDERAL TAXES. SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL. C.O.D. OR COLLECT SHIPMENTS WILL NOT BE ACCEPTED. BILLING AMOUNT CANNOT EXCEED P.O. AMOUNT.
02	08050807776	55200	16,032.00		
03	08050807776	55200	27,028.00		
04	08050807776	55200	20,000.00		
05	08050807776	55200	26,150.00		

APPROVED BY _____

AGENDA BRIEFING

COMMITTEE: Health Committee
MEETING DATE: May 25, 2018 @ 11:30am

LINE ITEM: n/a
AMOUNT: n/a

ISSUE: Third Amendment to the Landfill Agreement

BACKGROUND:

Attached please find a Third Amendment to the Landfill Agreement, which adjusts the location of one of the four recycling drop off locations from the identified sites in the Landfill Agreement effective December 11, 2009.

This Third Amendment to the Landfill Agreement replaces section 16b of the Landfill Agreement “ PDC Laboratories, INC located at 2231 W Altorfer Drive, Peoria IL 61615” with “ Lot 4,5 or 6 in Galena Road Industrial Park located at North Old Galena Road, Chillicothe, Illinois”

The Third Amendment to the Landfill Agreement reflects a proposal provided by PDC Services, Inc., as an alternate location to ensure safety and better service delivery than the site identified in the Landfill Agreement.

The Peoria City/County Landfill Committee approved this Third Amendment to the Landfill Agreement at the May 12, 2021 meeting.

RECOMMENDATION: Request to Approve the Third Amendment to the Landfill Agreement.

COUNTY BOARD GOALS:



HEALTHY VIBRANT COMMUNITIES

COMMITTEE ACTION:

Approved 5/25/21 (10-0 votes)

Ms. Reliford and Mr. Reneau voted aye via teleconference; Ms. Bryant absent for vote

PREPARED BY: Becca Cottrell
DATE: May 17, 2021

DEPARTMENT: Sustainability & Resource Conservation

THIRD AMENDMENT TO LANDFILL AGREEMENT

THIS THIRD AMENDMENT TO LANDFILL AGREEMENT ("Agreement") is made and effective _____, 2021, by and among the COUNTY OF PEORIA, ILLINOIS, a body politic and corporate (the "County"), the CITY OF PEORIA, ILLINOIS, a municipal corporation (the "City") (the County and the City shall be collectively referred to as the "Owners"), the JOINT CITY OF PEORIA-COUNTY OF PEORIA SOLID WASTE DISPOSAL FACILITY BOARD (the "Committee") and PEORIA CITY/COUNTY LANDFILL, INC., an Illinois corporation (the "Contractor").

RECITALS

WHEREAS, the Owners, the Committee and the Contractor entered into a certain Landfill Agreement effective December 11, 2009, as amended by First Amendment To Landfill Agreement effective May 10, 2012, as amended by Second Amendment to Landfill Agreement effective June 30, 2018 (collectively the "Landfill Agreement");

WHEREAS, the Owners, the Committee and the Contractor desire to amend the Landfill Agreement to effectuate certain changes and revisions thereof;

NOW, THEREFORE, for and in consideration of the foregoing recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owners, the Committee and the Contractor, intending to be legally bound, hereby amend the Landfill Agreement as follows:

1. Section 16 of the Landfill Agreement is deleted in its entirety and the following is substituted in lieu thereof:

16. RECYCLING DROP-OFF SITES

Commencing upon the acceptance of Municipal Waste at the Expansion Solid Waste Facility, the Contractor shall provide the County, at no cost, with four (4) recycling drop-off sites for the placement of containers to increase the convenience of recycling for residents and businesses in Peoria County. In addition, the Contractor shall arrange for the servicing of these sites at no cost to the County. The four (4) recycling drop-off sites will be located at the following places:

- (a) Wigand Disposal Company located at 19908 N. Route 29, Chillicothe, IL 61523
- (b) Lot 4, 5 or 6 in Galena Road Industrial Park located at North Old Galena Road, Chillicothe, Illinois.
- (c) PDC Services, Inc. located at 1113 N. Swords Avenue, Peoria, IL 61604.
- (d) Peoria Disposal Company located at 4349 Southport Road, Peoria, IL 61615.

In addition, upon the acceptance of Municipal Waste at the Expansion Solid Waste Facility, the Contractor shall service, upon mutually agreed upon collection rates, four (4) recycling drop-off sites at locations arranged for by the County.

The Contractor shall retain all proceeds from the sale of recyclable material collected at the above recycling drop-off sites.

2. Except as hereinabove set forth, the Landfill Agreement shall remain unmodified and be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or representatives on the date first above written.

COUNTY OF PEORIA

CITY OF PEORIA

By: _____
Its: _____

By: _____
Its: _____

Attest:

Attest:

By: _____
Its: _____

By: _____
Its: _____

JOINT CITY OF PEORIA-COUNTY OF
PEORIA SOLID WASTE DISPOSAL
FACILITY BOARD

PEORIA CITY/COUNTY LANDFILL,
INC.

By: _____
Its: _____

By: _____
Its: _____

Attest:

By: _____
Its: _____

AGENDA BRIEFING

COMMITTEE: Infrastructure

LINE ITEM: 034-2-034-5-514-55104

MEETING DATE: May 24, 2021

AMOUNT: \$200,000.00

ISSUE: Resolution for Agreement for Federal Participation with the State of Illinois for Truitt Road Bridge Rehabilitation

BACKGROUND/DISCUSSION: Structure Number 072-3124 on Truitt Road (C.H. D19) is a 106' long bridge with a Sufficiency Rating of 28.0. The structure was built in 1990 and carries 2,425 vehicles per day. The bridge is currently reduced to one lane with traffic controlled by temporary traffic signals due to deterioration of the precast concrete deck beams. Plans have been created to rehabilitate the bridge by replacing the existing deck beams, clean the channel under the bridge, and other related work.

The bridge rehabilitation project is scheduled for the June 11, 2021 IDOT bid letting. Federal STR funds will account for 80% of the cost of the construction, with the remaining 20% of the cost being paid for with County Bridge Funds. Total estimated cost of Construction is \$1,000,000 (\$800,000 Federal / \$200,000 County). Work is expected to start in August, 2021 and be completed in November.

This Resolution allows the County to enter into an agreement with IDOT to use Federal Funding for the rehabilitation of the Truitt Road Bridge.

This project is located in County Board District # 14 (Elsasser).

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP

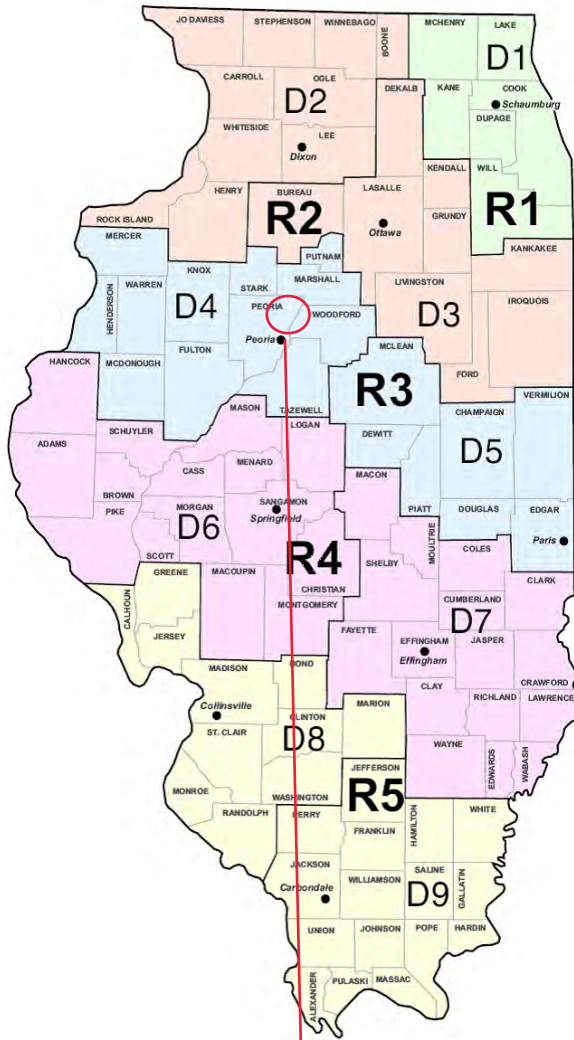
STAFF RECOMMENDATION: Approve the Resolution.

COMMITTEE ACTION: Approved 5/24/21 (5-0 votes)

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: May 6, 2021

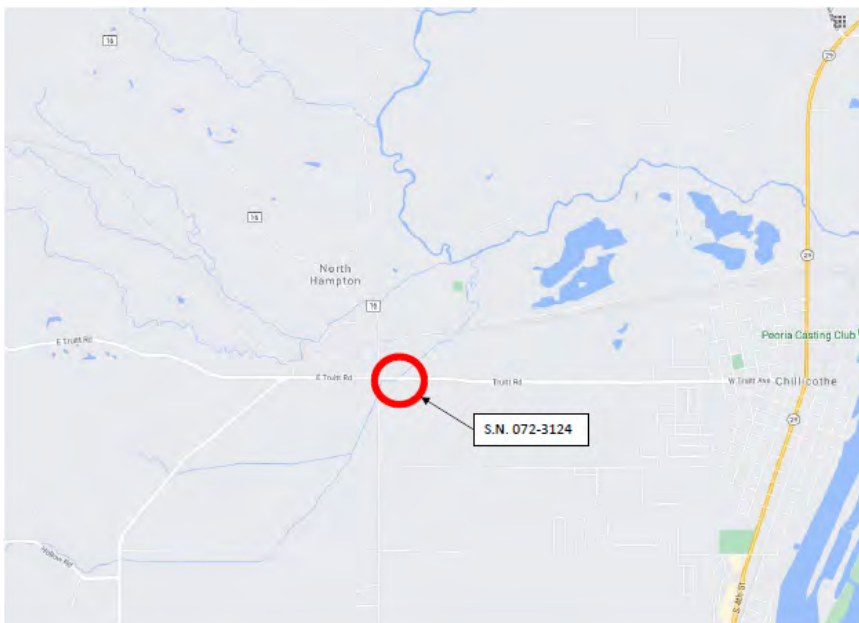


20-00045-00-BR

Peoria County, SN 072-3124

ADDENDUM 1

LOCATION MAP



072-3124, Truitt, 09/09/20



ROAD LOOKING WEST



DECK



EAST ABUTMENT



EAST PIER



SUPERSTRUCTURE



EAST SPAN SOUTH EDGE BEAM



EAST SIDE OF EAST PIER CAP



4TH BEAM FROM NORTH EAST SPAN



WEST PIER



DOWNSTREAM TO UPSTREAM, NORTH LOOKING SOUTH



2ND BEAM FROM SOUTH CENTER CPAN



2ND BEAM FROM SOUTH CENTER SPAN



3RD BEAM FROM SOUTH CENTER SPAN



WEST ABUTMENT



4TH BEAM FROM NORTH WEST SPAN



Local Public Agency Agreement for Federal Participation



LOCAL PUBLIC AGENCY

Local Public Agency: Peoria County; County: Peoria; Section Number: 20-00045-00-BR

Fund Type: STP-Br; ITEP, SRTS, HSIP Number(s): N/A; MPO Name: PPUATS; MPO TIP Number: PC-21-02

Construction on State Letting [checked] Construction Local Letting [] Day Labor [] Local Administered Engineering [] Right-of-Way []

Construction, Engineering, Right of Way job numbers and project numbers table

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE".

LOCATION

Local Street/Road Name: Truitt Road; Key Route: FAS 0378; Length: 0.01 mi.; Stationing: From 05.23 To 05.24

Location Termini: At Hallock Hollow Creek

Current Jurisdiction: Peoria County; Existing Structure Number(s): 072-3124; Add Location/Remove buttons

PROJECT DESCRIPTION

Bridge rehabilitation consisting of removal and replacement of pre-cast concrete deck beams, channel excavation, riprap, guardrail, and concrete repairs.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One
[] METHOD A - Lump Sum (80% of LPA Obligation)
Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement.
[] METHOD B - Monthly Payments of due by the of each successive month.
Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid.
[checked] METHOD C - LPA's Share \$200,000.00 divided by estimated total cost multiplied by actual progress payment.
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/** railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate **IDOT** District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	1.	Location Map
	2.	Division of Cost
-	3.	Local Agency Appropriations Resolution
-	4.	Local Agency Signature Authority Resolution
Add Row		

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Scott Sorrel

Title of Official

County Administrator

Signature

Date

--	--

The above signature certifies the agency's Tin number is 376001763 conducting business as a Governmental Entity.

Duns Number 071436208

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

--	--

By:

Director of Planning & Programming

Date

--	--

Director of Planning & Programming

Date

--	--

Philip C. Kaufmann, Chief Counsel

Date

--	--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--	--

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency Peoria County	County Peoria	Section Number 20-00045-00-BR
---	-------------------------	---

Construction	Engineering	Right of Way
Job Number C-94-014-21	Job Number NLCB(158)	Job Number
Project Number 	Project Number 	Project Number

DIVISION OF COST										
Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Participating Construction	STP-Br	\$800,000.00	80%				Local Match	\$200,000.00	20%	\$1,000,000.00
-										
-										
-										
-										
-										
-										
-										
-										
-										
Total		\$800,000.00		Total			Total			\$1,000,000.00
Add										

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Instructions for BLR 05310 - Page 1 of 3

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

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. 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.

Local Public Agency

Name of LPA	Insert the name of the LPA																																
County	Insert the name of the county in which the LPA is located.																																
Section Number	Insert the section number applied to this project.																																
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)																																
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.																																
MPO Name	From the drop down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:																																
	<table border="0"> <tr> <td>Bi-State</td> <td>Bi-State Regional Commission</td> </tr> <tr> <td>CMAP</td> <td>Chicago Metropolitan Planning Organization</td> </tr> <tr> <td>CUUATS</td> <td>Champaign/Urbana Urban Area Transportation Study</td> </tr> <tr> <td>DATS</td> <td>Danville Area Transportation Study</td> </tr> <tr> <td>DMATS</td> <td>Dubuque Metropolitan Area Transportation Study</td> </tr> <tr> <td>DSATS</td> <td>DeKalb/Sycamore Area Transportation Study</td> </tr> <tr> <td>DUATS</td> <td>Decatur Urbanized Area Transportation Study</td> </tr> <tr> <td>EWGCG</td> <td>East-West Gateway Council of Governments</td> </tr> <tr> <td>KATS</td> <td>Kankakee Area Transportation Study</td> </tr> <tr> <td>MCRPC</td> <td>McLean County Regional Planning Commission</td> </tr> <tr> <td>PPUATS</td> <td>Peoria/Pekin Urban Area Transportation Study</td> </tr> <tr> <td>RPC</td> <td>Region 1 Planning Council</td> </tr> <tr> <td>SATS</td> <td>Springfield Area Transportation Study</td> </tr> <tr> <td>SEMPO</td> <td>South East Metropolitan Planning Organization</td> </tr> <tr> <td>SIMPO</td> <td>Southern Illinois Metropolitan Planning Organization</td> </tr> <tr> <td>SLATS</td> <td>State Line Area Transportation Study</td> </tr> </table>	Bi-State	Bi-State Regional Commission	CMAP	Chicago Metropolitan Planning Organization	CUUATS	Champaign/Urbana Urban Area Transportation Study	DATS	Danville Area Transportation Study	DMATS	Dubuque Metropolitan Area Transportation Study	DSATS	DeKalb/Sycamore Area Transportation Study	DUATS	Decatur Urbanized Area Transportation Study	EWGCG	East-West Gateway Council of Governments	KATS	Kankakee Area Transportation Study	MCRPC	McLean County Regional Planning Commission	PPUATS	Peoria/Pekin Urban Area Transportation Study	RPC	Region 1 Planning Council	SATS	Springfield Area Transportation Study	SEMPO	South East Metropolitan Planning Organization	SIMPO	Southern Illinois Metropolitan Planning Organization	SLATS	State Line Area Transportation Study
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SIMPO	Southern Illinois Metropolitan Planning Organization																																
SLATS	State Line Area Transportation Study																																
MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".																																
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.																																
Day Labor	Check this box if the project will be constructed using day labor.																																
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.																																
Right-of-Way	Check this box if Right-Of-Way is part of the project.																																
Construction																																	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"																																
Project Number	Insert the project number assigned to the construction portion of this project.																																
Engineering																																	
Job Number	Insert the job number assigned for the engineering portion of this project.																																
Project Number	Insert the project number assigned to the engineering portion of this project.																																

Instructions for BLR 05310 - Page 2 of 3

Right-of-Way	
Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
Location	Use the add location button to add additional locations if needed for up to a total of five location. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let-contracts only. Check one.
Method A	If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.

For State Let Construction Projects:

Addenda

- Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.
1. Location Map Attach a location map to this agreement showing all locations being improved by this project.
 2. Division of Cost Insert the division of cost page (see separate instructions for completing this document).
 3. LPA Appropriation Resolution For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation.
 4. IDOT Fiscal Approval Signature Page

Approved

- | | |
|---------------------------------|---|
| Local Public Agency | The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT official shall sign and date here. |

For Local Let Projects:

1. Location Map Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost Insert the division of cost page (see separate instructions for completing this document)

For additional addenda, check this box and insert a description of the item and attach it to the agreement.

Approved

Local Public Agency

The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number.

Illinois Dept of Transportation

The appropriate IDOT officials shall sign and date here.

Division of Cost Table:

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

- Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
- Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
- Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

Example:

- Maximum STR participation 80% not to exceed \$100,000
- Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Division of Cost Table:

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type form the drop down.
Amount	Insert the amount of federal funds for the type listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete the following for state funds.
Fund Type	Choose the type of State Funds from the drop down.
Amount	Insert the amount of state funds for the type listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Insert the type of LPA funds being used on this project.
Amount	Insert the amount of LPA funds for the type listed under fund type.
%	Insert the percentage of local funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

- District file
- Bureau of Local Roads Central Office (2)

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

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

Local Agency Agreement for Federal Participation with the State of Illinois for Bridge Rehabilitation on Truitt Road

RESOLUTION

WHEREAS, Structure Number 072-3124 on Truitt Road is scheduled for rehabilitation; and

WHEREAS, PEORIA COUNTY is eligible to receive a total of \$800,000 in Federal funding towards the project.

NOW, THEREFORE BE IT RESOLVED, that the attached Local Agency Agreement for Federal Participation with the Illinois Department of Transportation is hereby approved; and

BE IT FURTHER RESOLVED, that the County Administrator be authorized to sign the Local Agency Agreement for Federal Participation; and

BE IT FURTHER RESOLVED, that the sum of \$200,000.00 is hereby appropriated from the County Bridge Fund for construction costs for the rehabilitation of Structure Number 072-3124, designated as Section Number 20-00045-00-BR; and

BE IT FURTHER RESOLVED, that the County Treasurer is authorized to issue checks from the County Bridge Fund in payment of estimates for the construction.

Respectfully submitted,

Infrastructure Committee

AGENDA BRIEFING

COMMITTEE: Infrastructure

LINE ITEM: 036-2-036-5-514-55105

MEETING DATE: May 24, 2021

AMOUNT: \$48,789.00

ISSUE: Resolution for a project agreement with the City of Peoria for construction of a sidewalk on Willow Knolls Road.

BACKGROUND/DISCUSSION: Willow Knolls Road (C.H. D37) is a County Highway located in the City of Peoria. Both the City and the County have received multiple requests for construction of a sidewalk on Willow Knolls between Allen Road and University Street. The City of Peoria applied for Federal Transportation Alternative Program (TAP) funds through PPUATS and received \$217,097 for construction of the sidewalk.

This resolution will allow the County to enter into a project agreement with the City of Peoria for the construction of the sidewalk. The County will pay 50% of the local match required for the project. The County's expected project cost is \$48,789.00. The requested amount of the MFT appropriation for the project is \$55,000 in order to cover minor cost overruns on the project.

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP

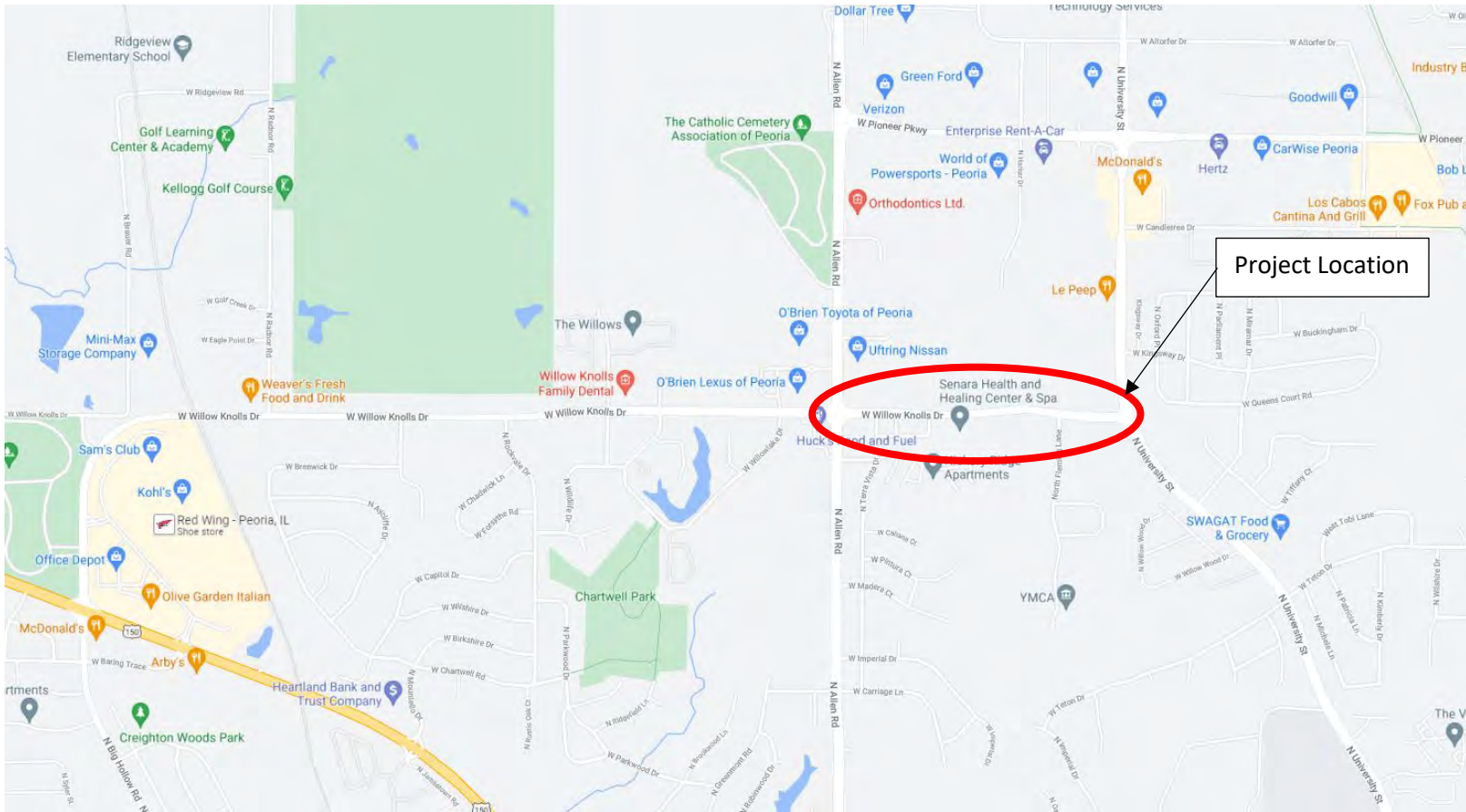
STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION: Approved 5/24/21 (5-0 votes)

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: May 13, 2021



WILLOW KNOLLS ROAD SIDEWALK LOCATION MAP

**WILLOW KNOLLS SIDEWALK CONSTRUCTION PROJECT AGREEMENT
BETWEEN THE COUNTY OF PEORIA AND THE CITY OF PEORIA**

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

WITNESSETH THAT:

Whereas, Willow Knolls Road between Allen Road and University Street lacks pedestrian access and needs a sidewalk to improve safety; and

Whereas, the CITY received \$217,097 in Transportation Alternative Program (TAP) funds from PPUATS for the construction of a sidewalk on the south side of Willow Knolls Road; and

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

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

I. DUTIES OF PEORIA COUNTY

- A. The COUNTY will pay the CITY fifty percent (50%) of the local match amount of the reconstruction costs as required by the federal funding.
- B. The COUNTY will pay the CITY fifty percent (50%) of the local share of the construction costs, the cost of Phase I, Phase II and Construction engineering over the required local match.
- C. The COUNTY will retain jurisdiction of Willow Knolls between Allen Road and University Street upon completion of the project.
- D. The COUNTY will retain maintenance of Willow Knolls between Allen Road and University Street upon completion of the project.

II. DUTIES OF THE CITY OF PEORIA

- A. The CITY will serve as the "Lead Agency" and will coordinate the road reconstruction project with the Illinois Department of Transportation
- B. The CITY will enter into a contract with an Illinois Department of Transportation certified consultant engineering firm to perform Phase I and Phase II Design Engineering and will pay the fee for the Design Engineering contract.
- C. The CITY will enter into a contract with an Illinois Department of Transportation Certified consultant engineering firm to perform Construction Engineering.
- D. The CITY will enter into an agreement with the Illinois Department of Transportation for federal participation of the reconstruction of the Willow Knolls.

III. TERM

- A. This agreement shall commence on the day that the last party executes it and shall continue until Final Acceptance of the project by the Illinois Department of Transportation.

IV. INDEMNIFICATION

The COUNTY shall indemnify and hold harmless the CITY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable 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.

The CITY shall indemnify and hold harmless the COUNTY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable 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 CITY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.

V. GENERAL CONDITIONS

- A. This agreement shall be binding upon the parties, their successors, and assigns.
- B. If any portion of this agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.
- C. ENTIRE AGREEMENT – AMENDMENTS
The preceding constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. This agreement may be amended in writing by a mutual agreement executed with the same formalities and in the same manner by which this agreement was executed.

COUNTY OF PEORIA

By: _____
SCOTT SORREL
Peoria County Administrator

Attest: _____
RACHAEL PARKER
Peoria County Clerk

CITY OF PEORIA

By: _____
PATRICK URICH
Peoria City Manager

By: _____
STEFANIE TARR
Peoria City Clerk

WILLOW KNOLLS DRIVE SIDEWALK AGREEMENT

The following is the estimated cost to each agency for each phase of the Sidewalk Install TAP Grant Willow Knolls Road project.

Phase	Federal Funding	Est. County Costs	Est. City Costs	Totals
Phase I & II Design Engineering	\$30,582	\$9,289	\$9,289	\$49,160
Right of Way	\$0	\$0	\$0	\$0
Construction	\$162,187	\$35,500	\$35,500	\$233,187
Construction Engineering	\$24,328	\$4,000	\$4,000	\$32,328
Totals =	\$217,097	\$48,789	\$48,789	\$314,675



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes No

Resolution Type	Resolution Number	Section Number
Original		20-00128-22-SW

BE IT RESOLVED, by the Board of the County

Governing Body Type

Local Public Agency Type

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

Name of Local Public Agency

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
Willow Knolls Road	0.45	FAU 6644	Allen Road	University Street

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

design and construction of a sidewalk on Willow Knolls Road.

2. That there is hereby appropriated the sum of fifty five thousand and 00/100

***** Dollars (\$55,000.00) 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 County Peoria Clerk in and for said County

Name of Clerk

Local Public Agency Type

Local Public Agency Type

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

Name of Local Public Agency

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

Board of Peoria at a meeting held on June 10, 2021.

Governing Body Type

Name of Local Public Agency

Date

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

(SEAL)

Clerk Signature	Date

Approved

Regional Engineer Department of Transportation	Date

Instructions for BLR 09110 - Page 1 of 2

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

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

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

Is this project a bondable capital improvement?

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

Resolution Number

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

Resolution Type

From the drop down box choose the type of resolution:

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

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

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

LPA Type

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

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

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

Length

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

Route

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

From

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

To

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

Structures:

Name Street/Road

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

Existing Structure No.

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

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

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

2

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

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

AGENDA BRIEFING

COMMITTEE: Infrastructure

LINE ITEM: 037-2-037-5-512-54303

MEETING DATE: May 24, 2021

AMOUNT: \$3,479.00

ISSUE: Resolution for Supplemental Preliminary Engineering Services Agreement with Maurer-Stutz for Phase I preliminary engineering of the Slane Road Culvert Replacement in Akron Township.

BACKGROUND/DISCUSSION: A culvert crossing on Slane Road located 0.6 miles north of IL Route 90 is failing due to deterioration of two corrugated metal culverts. Akron Township has requested to use REBUILD Illinois Bond Funds allotted to the Road District by the State to perform preliminary engineering for the project.

IDOT regulations require the County to oversee all Township MFT Funds, which include REBUILD Illinois Bond Funds. The County is required to hold all engineering and construction contracts funded by Township MFT funds for the Townships.

Engineering work has progressed to the point that the size of the proposed culvert has been determined. However, the size of the proposed culvert will require Maurer-Stutz to create a Preliminary Bridge Design and Hydraulic Report (PBDHR) and make a request for a design variance to IDOT. These items were not included in the original agreement, and therefore a supplemental agreement is needed.

This resolution will allow the County to enter into a supplemental agreement with Maurer-Stutz to complete Phase I Preliminary Engineering for the culvert replacement on Slane Road. The project will be funded solely with Township MFT and Local Township Funds. No Peoria County funds will be used on the project.

This project is located in District # 14 (Elsasser).

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION: Approved 5/24/21 (5-0 votes)

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: May 17, 2021



SLANE ROAD CULVERT REPLACEMENT LOCATION MAP

Slane Road Culvert 9/10/2019



Road Looking South



Stream Looking West



Failed North Barrel



Stream Looking East

Slane Road Culvert 9/10/2019



East End of Culverts – Note Failed North Barrel



Statement of Proposed Road Improvement



Is this project a bondable capital improvement? Yes No

Local Public Agency Akron Road District	County Peoria	Section Number 20-01118-77-DR	Submittal Type Supplemental
--	------------------	----------------------------------	--------------------------------

Job Number	Project Number
------------	----------------

Route(s) (Street/Road Name) T.R. 186 (Slane Road)	Project Length 0.1	Functional Class Local Road
--	-----------------------	--------------------------------

Project Termini 250' south and 250' north of culvert crossing located 0.6 mile north of IL Route 90	Improvement Type Other
--	---------------------------

Feature Crossed Tributary Prince Run Creek	Nearest Municipality Princeville	Direction from Municipality East	Distance from Municipality 0.5	Program Year 2021	Design Speed 55
---	-------------------------------------	-------------------------------------	-----------------------------------	----------------------	--------------------

The proposed improvement is on a route serving:

School Bus Agricultural Equipment & Product Rural Free Delivery Mail or is based on Anticipated Traffic Needs

The current jurisdiction is the responsibility of Akron Road District and upon completion of the project, will be the jurisdiction of Akron Road District

Name of Entity

Existing Conditions	Type	Width	Thickness
Surface	Sealcoat	16	
Base	Aggregate	16	
Shoulder	Earth	2	

Existing Structure Number	Clear Structure Width	NBIS Structure Length	Structure Type

Proposed Improvement	Type	Width	Thickness
Surface			
Base			
Shoulder			

Proposed Structure Number	Clear Structure Width	NBIS Structure Length	Structure Type

Estimated Costs

Type of Funds	Engineering	ROW	Construction	Other	Total
Federal					
Motor Fuel Tax					
Township Bridge					
Other: Rebuild	\$3,479.00				\$3,479.00
Other:					
Total	\$3,479.00				\$3,479.00

Remarks

Supplemental Amount of \$3,479.00 combined with the original agreement amount of \$18,500.00 equals total engineering amount of \$21,979.

A location map must be attached. This form may be used as a resolution addendum to the joint agreement.

Highway Commissioner	Date
----------------------	------

County Engineer/Superintendent of Highways	Date
--	------

APPROVED

Regional Engineer Department of Transportation	Date
---	------



Local Public Agency Engineering Services Agreement



Using Federal Funds? Yes No Agreement For

Agreement Type Number

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Akron Township Road District	Peoria	20-01118-77-DR	
Project Number	Contact Name	Phone Number	Email
	Jeff Gilles	(309) 697-6400	jgilles@peoriacounty.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Slane Road	T.R. 186	530	
Location Termini			<input type="button" value="Add Location"/>
Over North Creek (Tributary to Prince Run)			<input type="button" value="Remove Location"/>

Project Description
Completion of Phase I Preliminary Engineering as outlined below

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Maurer-Stutz, Inc.	R. J. Anderson	(309) 693-7615	rjanderson@mstutz.com
Address	City	State	Zip Code
3116 N. Dries Lane, Ste 100	Peoria	IL	61604

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain

professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

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

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- Location Map _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.

(c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).

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

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
 - (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
 - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate
- Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the

DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.
If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of

any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Maurer-Stutz, Inc.	27-1013849	\$3,479.00
Subconsultants		
-		
Subconsultant Total		
Prime Consultant Total		\$3,479.00
Total for all work		\$3,479.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type
County of Name of Local Public Agency
Peoria

By Date

By Date

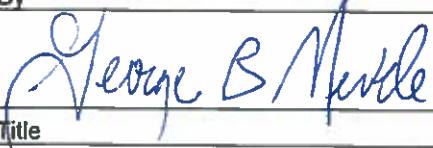
Name of Local Public Agency
Peoria Local Public Agency Type
County Clerk

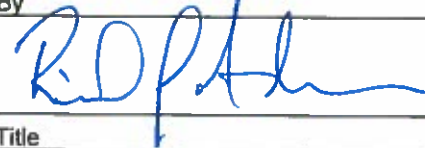
Title
County Administrator

(SEAL)

Executed by the ENGINEER:

Attest: Consultant (Firm) Name
Maurer-Stutz, Inc.

By  Date 5/17/2021
Title
Senior Project Engineer

By  Date 5/17/21
Title
Principal

APPROVED:

Regional Engineer, Department of Transportation Date

Local Public Agency

County

Section Number

Akron Township Road District

Peoria

20-01118-77-DR

**EXHIBIT A
SCOPE OF SERVICES**

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

Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Prepare the Design Variance to leave the existing roadway profile and waive the minimum design flood frequency.

Local Public Agency

County

Section Number

Akron Township Road District

Peoria

20-01118-77-DR

**EXHIBIT B
PROJECT SCHEDULE**

Work to be completed in 2021.

Akron Township Road District

Peoria

20-01118-77-DR

**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input checked="" type="checkbox"/> CADD	Actual cost (Max \$15/hour)	10	\$10.00	\$100.00
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$100.00

Local Public Agency

County

Section Number

Akron Township Road District

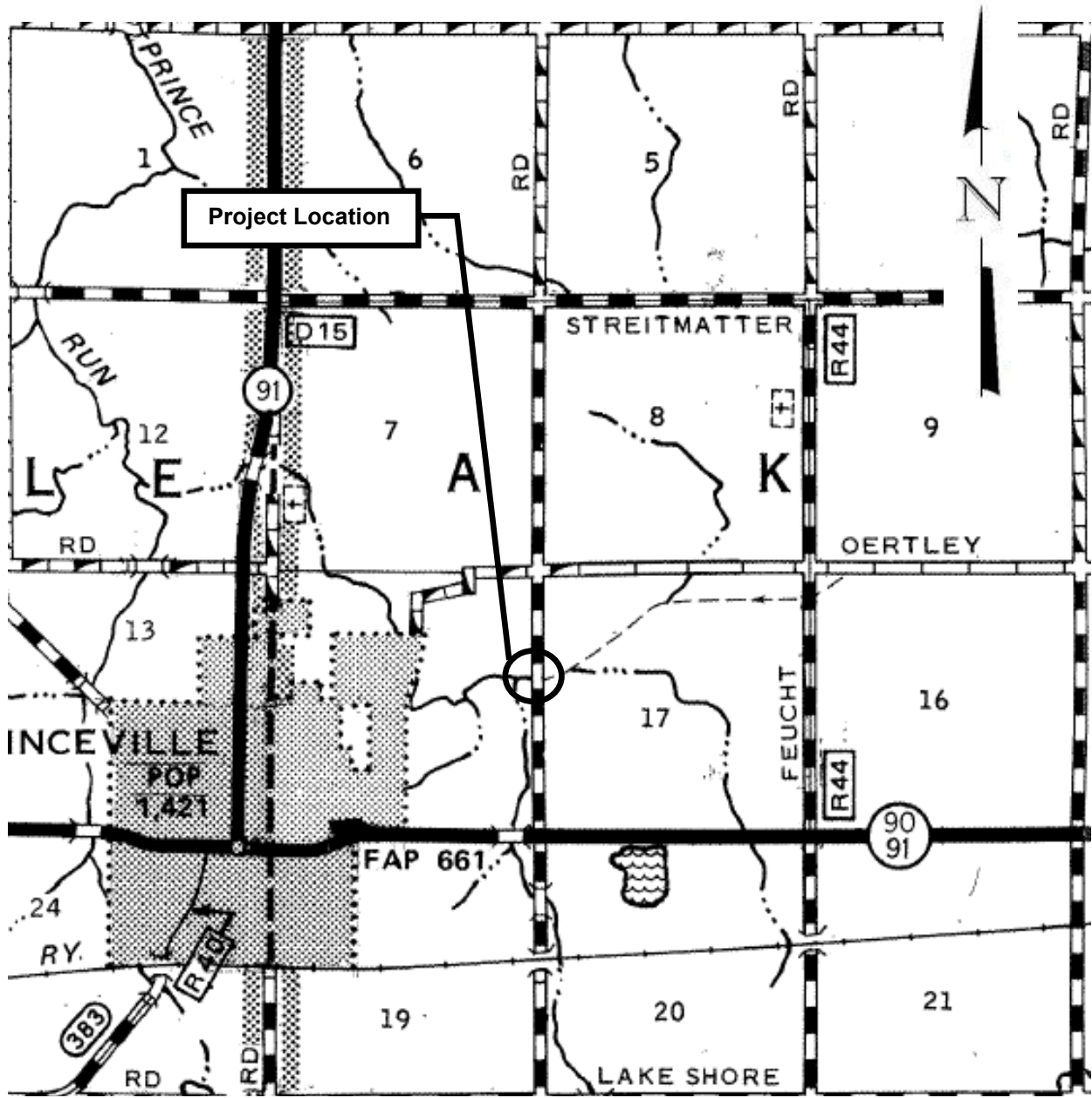
Peoria

20-01118-77-DR

**Exhibit D
Qualification Based Selection (QBS) Checklist**

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

Form Not Applicable (engineering services less than the threshold)



LOCATION MAP
 for
Akron Township Road District
TR 186 (Slane Road) over
North Creek (Tributary to Prince Run)
Section 20-01118-77-DR
Peoria County
SW ¼ NW ¼ S 17 T11N R7E 4th PM

Location Map



Local Public Agency Akron Township Road District	County Peoria	Section Number 20-01118-77-DR
Consultant (Firm) Name Maurer-Stutz, Inc	Prepared By George B. Merkle	Date 5/17/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	3	MONTHS	OVERHEAD RATE	152.59%
START DATE	6/10/2021		COMPLEXITY FACTOR	
RAISE DATE	7/1/2021		% OF RAISE	2.00%
END DATE	9/9/2021			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/10/2021	7/1/2021	1	33.33%
1	7/2/2021	9/1/2021	2	68.00%

The total escalation = 1.33%

Local Public Agency

Akron Township Road District

County

Peoria

Section Number

20-01118-77-DR

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			PBD&HR			Design Variance											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
PE VI	50.41	14.0	46.67%	23.53	10	41.67%	21.01	4	66.67%	33.61									
S/DT V	30.53	12.0	40.00%	12.21	10	41.67%	12.72	2	33.33%	10.18									
S/DT IV	27.61	4.0	13.33%	3.68	4	16.67%	4.60												
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TOTALS		30.0	100%	\$39.42	24.0	100.00%	\$38.33	6.0	100%	\$43.79	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

AGENDA BRIEFING

COMMITTEE: Infrastructure

LINE ITEM: 037-2-037-5-526-52250

MEETING DATE: May 24, 2021

AMOUNT: \$270,739.00

ISSUE: Limestone Township bid for overlay (Township Motor Fuel Tax)

BACKGROUND/DISCUSSION:

The Limestone Township road commissioner advertised and received bids for hot mix asphalt overlay of township roads that will be paid for with Township Motor Fuel (TMFT) funds. The County Highway Department works with the townships to meet IDOT’s specifications and oversees expenditures from the TMFT account.

The Township solicited for bidders and received bids on March 9, 2021. Bids were received from R.A. Cullinan and Son, Inc. (Tremont, IL), Advanced Asphalt (Princeton, IL) and Tazewell County Asphalt (East Peoria, IL). Bid tabulations are attached.

Bids were advertised in the state distributed IDOT contractor’s bulletin.

As per the Illinois Department of Transportation, pavement projects using township motor fuel tax funds must have the county be the awarding authority.

Due to previous issues with the low bidder, R.A. Cullinan, the township is recommending approval of the second low bid from Advanced Asphalt. The cost differential between the low bid and the second low bid is \$1,725.85. A detailed explanation of the justification is attached.

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION:

COMMITTEE ACTION: Approved 5/24/21 (5-0 votes)

PREPARED BY: Amy Benecke McLaren, County Engineer

DEPARTMENT: Highway

DATE: May 17, 2021



PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY PEORIA
LIMESTONE TWP ROAD DISTRICT
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE VARIOUS STREETS
SECTION NO. 21-09000-00-GM
TYPES OF FUNDS MFT

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

For Municipal Projects
Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation
 Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
Submitted/Approved

[Signature]
Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County PEORIA
 Local Public Agency LIMESTONE TWP RD
 Section Number 21-09000-00-GM
 Route VARIOUS

1. THIS AGREEMENT, made and concluded the _____ day of _____, _____
 Month and Year
 between the _____ of _____
 acting by and through its _____ known as the party of the first part, and
 _____ his/their executors, administrators, successors or assigns,
 known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _____, in _____, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
 Date

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ Clerk
 _____ By _____
 Party of the First Part

(Seal)

(If a Corporation)

Corporate Name Advanced Asphalt Company

By Steven R. Neh
 President Party of the Second Part

(If a Co-Partnership)

Attest: Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Contract Bond

Route VARIOUS
County PEORIA
Local Agency LIMESTONE TWP RD
Section 21-09000-00-GM

BOND NO. 54238144

We, Advanced Asphalt Co Inc., P.O Box 234, Princeton, IL 61356

a/an) Individual Co-partnership Corporation organized under the laws of the State of Illinois,
as PRINCIPAL, and United Fire & Casualty Company, 118 2nd Avenue SE, Cedar Rapids IA 52401

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

Two Hundred Seventy Thousand, Seven Hundred Thirty-Nine and 00/100-----

Dollars (\$270,739.00), lawful money of the

United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 23rd day of April A.D. 2021

PRINCIPAL

Advanced Asphalt Co Inc.

(Company Name)

(Company Name)

By: Steven R. Nelson
Steven R. Nelson (Signature & Title) **President**

By: _____
(Signature & Title)

Attest: Steven M. Kelly
Steven M. Kelly (Signature & Title) **Corporate Secretary**

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF Bureau

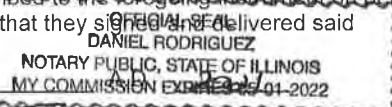
I, Daniel Rodriguez, a Notary Public in and for said county, do hereby certify that

Steven R. Nelson and Steven M. Kelly

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of April



My commission expires 5/01/22

Daniel Rodriguez
Notary Public (SEAL)

SURETY

United Fire & Casualty Company

(Name of Surety)

By: Laura A. Foust
Laura A. Foust (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF Rock Island

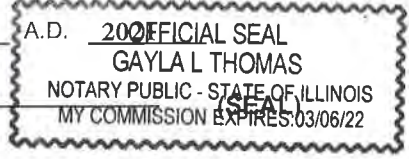
I, Gayla L. Thomas, a Notary Public in and for said county, do hereby certify that

Laura A. Foust

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of April



My commission expires 03/06/2022

Gayla L. Thomas
Notary Public

Approved this _____ day of _____, A.D. _____

Attest:

Clerk

(Awarding Authority)

(Chairman/Mayor/President)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

Laura A. Foust, Scott A. Saveraid, Brian C. Matlock, Michael F. Wernsman, Joyce L. Briggs, Stacy A. Banfield, Seth W. Doup, Aaron E. Matlock, Walter G. Zimmerer, Meredith Morrow, each individually

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of September, 2013



UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

On 11th day of September, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
Notary Public
My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 23 day of April, 2021.



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC

RETURN WITH BID

NOTICE TO BIDDERS

County PEORIA
Local Public Agency LIMESTONE TWP RD
Section Number 21-09000-00-GM
Route VARIOUS

Sealed proposals for the improvement described below will be received at the office of Limestone Twp Hall
1501 W Garfield Avenue, Bartonville, IL 61607 until 9 A. M. on
Address Time Date

Sealed proposals will be opened and read publicly at the office of Limestone Twp Hall
1501 W Garfield Avenue, Bartonville, IL 61607 at 9 A. M. on
Address Time Date

DESCRIPTION OF WORK

Name Varies Length: feet (miles)
Location Various streets throughout the Local Agency
Proposed Improvement hot mix overlay

1. Plans and proposal forms will be available in the office of Patrick N. Meyer & Associates, Inc.,
15109 W. Bittersweet Ct., Brimfield, IL 61517
Address

2. [X] Prequalification
If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
e. BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County	PEORIA
Local Public Agency	LIMESTONE TWP RD
Section Number	19-09000-00-GM
Route	VARIOUS

1. Proposal of _____
 for the improvement of the above section by the construction of hot mix overlay

a total distance of 3,630 feet, of which a distance of 3,630 feet, (0.69 miles) are to be improved

2. The plans for the proposed work are those prepared by Patrick N Meyer & Associates, Inc and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 07/15/2021 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

 Treasurer of _____

The amount of the check is 5% (_____).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.



SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown.

County PEORIA
 Local Public Agency LIMESTONE TWP RD
 Section 21-09000-00-GM
 Route VARIOUS

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements	\$270,739.00
--	--------------

Item No.	Items	Unit	Quantity	Unit Price	Total
PFEIFFER RD					
1	P LB MM IL-4.75 N50	TON	140.0	\$150.00	\$21,000.00
2	P HMA SC C N50	TON	372.0	\$135.00	\$50,220.00
3	BIT MATLS PR CT	GAL	166.0	\$5.00	\$830.00
4	AGG SHLDRS	TON	99.0	\$50.00	\$4,950.00
5	BIT SURF REM BUTT JT	SQYD	12.0	\$25.00	\$300.00
6	BIT SURF REM AREA	SQYD	3322.0	\$7.00	\$23,254.00
7	PAVT MK 4 W POLYUREA	FT	2600.0	\$2.25	\$5,850.00
8	PAVT MK 4 Y POLYUREA	FT	2600.0	\$2.25	\$5,850.00
MIDDLE RD					
2	P HMA SC C N50	TON	580.0	\$135.00	\$78,300.00
3	BIT MATLS PR CT	GAL	518.0	\$5.00	\$2,590.00
4	AGG SHLDRS	TON	177.0	\$50.00	\$8,850.00
5	BIT SURF REM BUTT JT	SQYD	12.0	\$25.00	\$300.00
6	P HMA LB MM C N50	TON	507.0	\$135.00	\$68,445.00

LIMESTONE TWP-PFEIFFER HILL

LENGTH 1,300.00
 WIDTH 23.00
 SQ YD 3,322.00

THICKNESS	MATERIAL	QUANTITY	UNIT	UNIT PRICE	PRICE
0.50"	HMA-SAND MIX POLYMER	140.00	TON	\$ 150.00	\$ 21,000.00
1.75"	HMA-POLYMER	372.00	TON	\$ 135.00	\$ 50,220.00
	PRIME	166.00	GAL	\$ 5.00	\$ 830.00
3.00"	AGG SHLDRS CAM6 or CAG-WHITE ROCK	99.00	TON	\$ 50.00	\$ 4,950.00
	BUTT JOINT	12.00	SQ YD	\$ 25.00	\$ 300.00
	BIT SURF REM - AREA	3,322.00	SQ YD	\$ 7.00	\$ 23,254.00
	PAVT MARKING-4 W-POLYUREA	2,600.00	FT	\$ 2.25	\$ 5,850.00
	PAVT MARKING-4 Y-POLYUREA	2,600.00	FT	\$ 2.25	\$ 5,850.00
		TOTAL CONSTRUCTION=			\$ 112,254.00

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	PEORIA
Local Public Agency	LIMESTONE TWP RD
Section Number	21-09000-00-GM
Route	VARIOUS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County PEORIA
Local Public Agency LIMESTONE TWP RD
Section Number 21-09000-00-GM
Route VARIOUS

(If an individual)

Signature of Bidder _____
Business Address _____

(If a partnership)

Firm Name _____
Signed By _____
Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Advanced Asphalt Company
Signed By *Steven R. Nelson*
President
Business Address P.O. Box 234
Princeton, IL 61356

Inset Names of Officers



President Steven R. Nelson
Secretary Steven M. Kelly
Treasurer Steven M. Kelly

Attest:

Steven M. Kelly
Secretary



Route Various
County Peoria
Local Agency Limestone Twp Rd
Section 21-09000-00-GM

RETURN WITH BID

PAPER BID BOND

WE Advanced Asphalt Co Inc., PO Box 234, Princeton, IL 61356 as PRINCIPAL,
and United Fire & Casualty Company, 118 2nd Avenue SE, Cedar Rapids, IA 52407 as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE If the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this day of ,

Principal

Advanced Asphalt Co Inc.

(Company Name)

(Company Name)

By: (Signature and Title)

By: Steven R. Nelson (Signature and Title) President

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

United Fire & Casualty Company (Name of Surety)

By: Meredith Morrow (Signature of Attorney-in-Fact)

Meredith Morrow

STATE OF Illinois

COUNTY OF

I, Steven R. Nelson and Meredith Morrow, a Notary Public in and for said county,

do hereby certify that

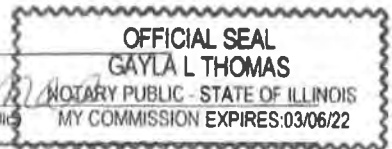
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of

My commission expires 3/6/2022

Notary Public Signature



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Grid for Electronic Bid Bond ID Code

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

LAURA A. FOUST, SCOTT A. SAVERAID, BRIAN C. MATLOCK, MICHAEL F. WERNSMAN, JOYCE L. BRIGGS, STACY A. BANFIELD, SETH W. DOUP, AARON E. MATLOCK, WALTER G. ZIMMERER, MEREDITH MORROW, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of September, 2013

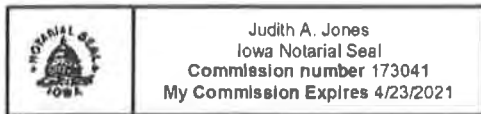


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 11th day of September, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this _____ day of _____, 20____



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



**Apprenticeship or Training
Program Certification**

Return with Bid

Route	VARIOUS STREETS
County	PEORIA
Local Agency	LIMESTONE TWP RD
Section	21-09000-00-GM

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Illinois Laborer and Contractors Joint Apprenticeship Training Program
Illinois Operating Engineer Local #150 Apprenticeship
Illinois Operating Engineer Local #649 Apprenticeship
Illinois Operating Plasterers Local #11 Apprenticeship

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

Trucking Transportation Firm

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Advanced Asphalt Company

By: 
(Signature)

Address: P.O. BOX 234 PRINCETON, IL 61356

Title: President



Affidavit of Illinois Business Office

County PEORIA
Local Public Agency LIMESTONE TWP RD
Section Number 21-09000-00-GM
Route VARIOUS

State of Illinois)
County of Bureau) ss.

I, Steven R. Nelson of Princeton, Illinois
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

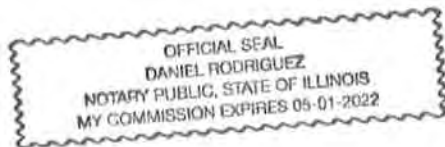
- 1. That I am the President of Advanced Asphalt Company
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Advanced Asphalt Company, will maintain a
(bidder)
business office in the State of Illinois which will be located in Bureau County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the
construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois
Procurement Code.

Steven R. Nelson
(Signature)

Steven R. Nelson
(Print Name of Affiant)

This instrument was acknowledged before me on 26 day of February, 2021

(SEAL)



[Signature]
(Signature of Notary Public)



Affidavit of Availability
For the Letting of 03/05/21



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	7935	66F08	68894	7100	64G94	
Contract With	CITY OF PERU	HELM/CIVIL	OTTO BAUM	CITY OF PERU	IDOT	
Estimated Completion Date						
Total Contract Price	\$4,044,401	\$316,648	\$1,110,384	\$1,848,415	\$931,757	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,307,154			\$1,848,415	\$931,757	\$4,087,326
Uncompleted Dollar Value if Firm is the Subcontractor		\$192,086	\$76,683			\$268,769
Total Value of All Work						\$4,356,095

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	\$113,542			\$157,814		\$271,356
Portland Cement Concrete Paving						
HMA Plant Mix	\$420,555	\$192,086	\$53,063	\$578,304	\$572,860	\$1,816,868
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces	\$236,253			\$252,399	\$20,360	\$509,012
Highway, R.R., Waterway Struc.						
Drainage	\$176,265			\$294,925	\$7,988	\$479,178
Electrical						
Cover and Seal Coats						
Concrete Construction	\$246,106			\$438,548	\$46,974	\$731,628
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling			\$23,620		\$141,387	\$165,007
Demolition	\$47,678					\$47,678
Pavement Markings (Paint)						
Other Construction (List)	\$2,179			\$25,565	\$75,801	\$103,545
Totals	\$1,242,578	\$192,086	\$76,683	\$1,747,555	\$865,370	\$4,124,272

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid". This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	R&R LANDSCAPIN			PROTACK	MILLENNIA PROF
Type of Work					
Subcontract Price	\$35,638			\$18,736	\$13,930
Amount Uncompleted	\$18,621			\$18,736	\$13,930
Subcontractor	BROWNFIELD ENV			R & R LANDSCAPIN	ROAD FABRICS
Type of Work					
Subcontract Price	\$15,460			\$35,086	\$31,791
Amount Uncompleted	\$15,460			\$35,086	\$31,791
Subcontractor	VARSITY STRIPING			VARSITY STRIPING	ASPHALT STONE C
Type of Work					
Subcontract Price	\$34,949			\$23,588	\$7,930
Amount Uncompleted	\$24,827			\$23,588	\$7,930
Subcontractor	SELCO INC			SELCO INC	VARSITY STRIP
Type of Work					
Subcontract Price	\$21,800			\$23,450	\$6,286
Amount Uncompleted	\$5,668			\$23,450	\$6,286
Subcontractor					SELCO INC
Type of Work					
Subcontract Price					\$6,450
Amount Uncompleted					\$6,450
Total Uncompleted	\$64,576			\$100,860	\$66,387

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me
 this ____ day of _____, _____

 (Signature of Notary Public)

My commission expires _____

(Notary Seal)

Add pages for additional contracts



Affidavit of Availability

For the Letting of 03/05/21

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	68A83	87692			87745	
Contract With	IDOT	ICCI			IDOT	
Estimated Completion Date						
Total Contract Price	\$17,174,861	\$198,357			\$1,111,251	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$14,410,698				\$1,111,251	\$19,609,275
Uncompleted Dollar Value if Firm is the Subcontractor		\$198,357				\$467,126
Total Value of All Work						\$20,076,401

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						\$271,356
Portland Cement Concrete Paving						
HMA Plant Mix	\$10,111,639	\$198,357			\$983,453	\$13,110,317
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces	\$180,098					\$689,110
Highway, R.R., Waterway Struc.						
Drainage						\$479,178
Electrical						
Cover and Seal Coats						
Concrete Construction						\$731,628
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling	\$1,689,181				\$12,192	\$1,866,380
Demolition						\$47,678
Pavement Markings (Paint)						
Other Construction (List)	\$508,690				\$40,398	\$652,633
Totals	\$12,489,608	\$198,357			\$1,036,043	\$17,848,280

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	2	3	4	Awards Pending	1
Subcontractor	STARK EXC				PHOENIX CORP
Type of Work					
Subcontract Price	\$339,346				\$71,308
Amount Uncompleted	\$3,789				\$71,308
Subcontractor	PHOENIX CORP				SELCO INC
Type of Work					
Subcontract Price	\$573,500				\$3,900
Amount Uncompleted	\$428,043				\$3,900
Subcontractor	LASER ELECTRIC				
Type of Work					
Subcontract Price	\$253,882				
Amount Uncompleted	\$167,398				
Subcontractor	MILLENNIA PROF				
Type of Work					
Subcontract Price	\$15,815				
Amount Uncompleted	\$15,815				
Subcontractor	CENTRAL LAND				
Type of Work					
Subcontract Price	\$38,807				
Amount Uncompleted	\$38,807				
Subcontractor	ASPHALT STONE C				
Type of Work					
Subcontract Price	\$432,079				
Amount Uncompleted	\$432,079				
Subcontractor	GM SIPES CONST				
Type of Work					
Subcontract Price	\$843,267				
Amount Uncompleted	\$0				
Subcontractor	ROADSAFE TRAFF				
Type of Work					
Subcontract Price	\$268,446				
Amount Uncompleted	\$185,650				
Subcontractor	VARSITY STRIPING				
Type of Work					
Subcontract Price	\$689,750				
Amount Uncompleted	\$634,275				
Subcontractor	HOMER TREE SER				
Type of Work					
Subcontract Price	\$33,744				
Amount Uncompleted	\$15,234				
Total Uncompleted	\$1,921,090				\$75,208

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Officer or Director

STEVEN R NELSON

Title

PRESIDENT

Signature

Date

Steven R. Nelson

2/2/21

Company

ADVANCED ASPHALT COMPANY

Address

PO BOX 234

City

State

Zip Code

PRINCETON

IL

61356

Add pages for additional contracts

Subscribed and sworn to before me
this 2 day of FEBRUARY, 2021

[Signature]
(Signature of Notary Public)

My commission expires **5/01/2022**

**OFFICIAL SEAL
DANIEL RODRIGUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-01-2022**

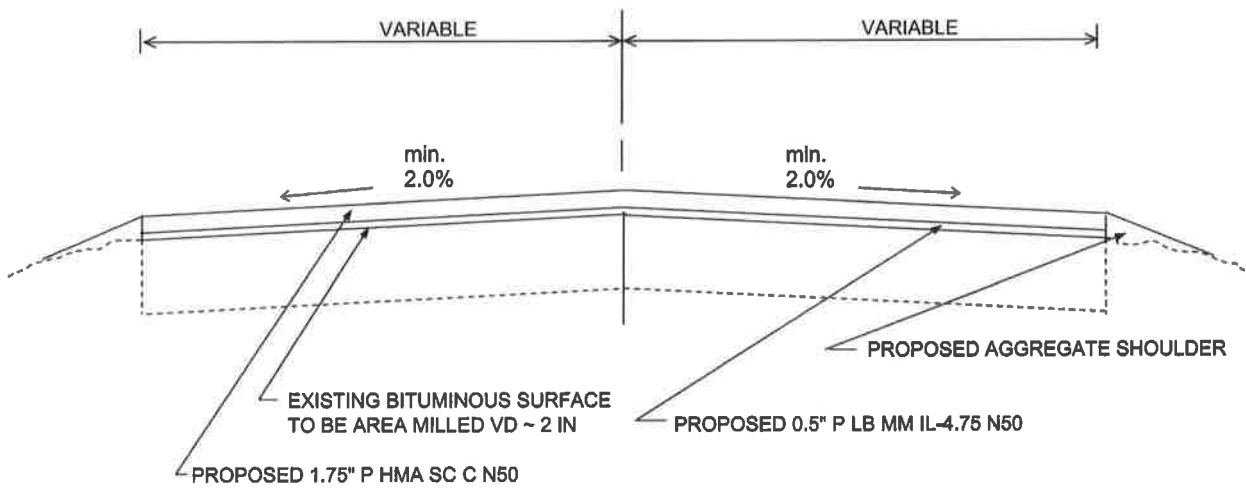
(Notary Seal)

LIMESTONE TWP-PFEIFFER HILL

LENGTH 1,300.00
 WIDTH 23.00
 SQ YD 3,322.00

THICKNESS	MATERIAL	QUANTITY	UNIT	UNIT PRICE	PRICE
0.50"	HMA-SAND MIX POLYMER	140.00	TON		
1.75"	HMA-POLYMER	372.00	TON		
	PRIME	166.00	GAL		
3.00"	AGG SHLDRS CAM6 or CA6-WHITE ROCK	99.00	TON		
	BUTT JOINT	12.00	SQ YD		
	BIT SURF REM - AREA	3,322.00	SQ YD		
	PAVT MARKING-4 W-POLYUREA	2,600.00	FT		
	PAVT MARKING-4 Y-POLYUREA	2,600.00	FT		
		TOTAL CONSTRUCTION=			



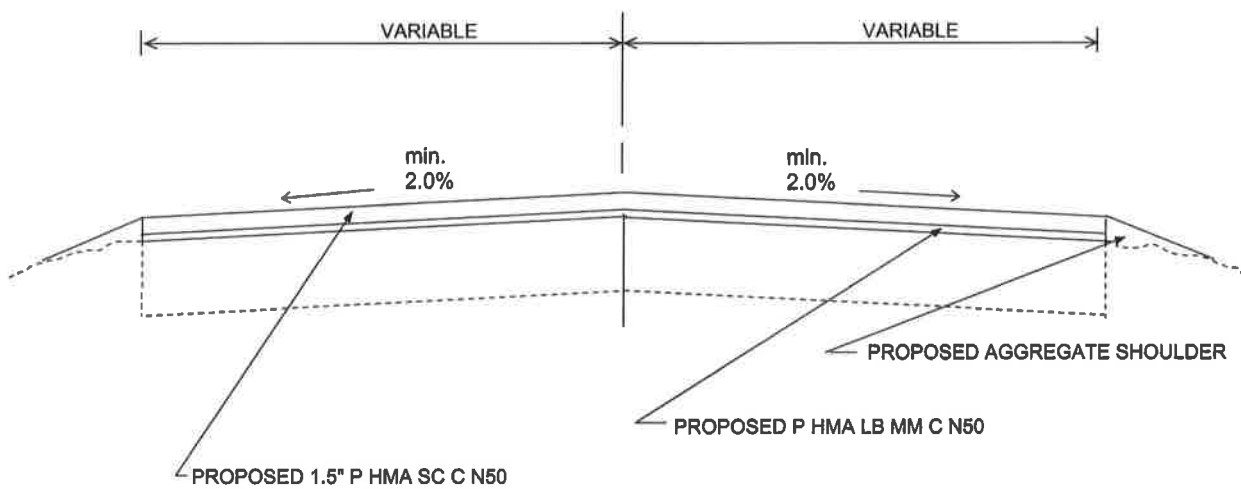


TYPICAL SECTION

LIMESTONE TWP-MIDDLE RD (PIERCE TO KICKAPOO CK RD)
 LENGTH 2,330.00
 WIDTH 20.00
 SQ YD 5,178.00

THICKNESS	MATERIAL	QUANTITY	UNIT	UNIT PRICE	PRICE
	HMA LEVELING BINDER	507.00	TON		
1.75"	HMA-POLYMER	580.00	TON		
	PRIME	518.00	GAL		
3.00"	AGG SHLDRS CAM6 or CA6-WHITE ROCK	177.00	TON		
	BUTT JOINT	12.00	SQ YD		
		TOTAL CONSTRUCTION=			





TYPICAL SECTION

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Patrick N. Meyer & Associates, Inc., 15109 W Bittersweet Ct, Brimfield, IL 61517

Limestone Township Road District, 1501 W Garfield Avenue, Bartonville, IL 61607

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

STATE OF ILLINOIS
SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above-referenced section number, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

Contractor Information: The selected contractor shall supply the following to the municipality within one week of being selected.

- Certificate of insurance, naming the Municipality and the Engineer as additionally insured. Also, the Contractor's insurance shall be primary for all claims regarding this project.
- Day and night phone numbers for the contractor's representative
- Staging locations
- Start and completion dates

Public Safety and Convenience: The contractor shall at all times conduct his work so as to ensure the least possible obstructions to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

The contractor shall be responsible for notifying residents of the ensuing street construction utilizing a form of the attached letter and that parking on the street will be prohibited during construction. The notification shall occur a minimum of 24 hours prior to construction on the corresponding street. The contractor shall notify the Engineer at 309.696.1935, a minimum of 3 days prior to sealcoating operations commencing.

Contractor shall maintain access to driveways at the end of each working day, on weekends and holidays. Contractor shall coordinate with the owner of each property if drives will be closed overnight or for extended periods.

Punch List Items: All punch list items shall be completed by the date specified on BLR 12200 unless additional time is granted in accordance with the specifications.

Traffic Control Plan: Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards contained herein and in the Plans.

The cost of furnishing and maintaining barricades, warning signs, and warning lights, as required herein shall be included in the price of the contract and no additional payment shall be allowed.

Traffic Control shall be the sole responsibility and liability of the Contractor. Conformance with all applicable standards shall be the Contractor's responsibility. Article 105.03(b) –Traffic Control Deficiency shall apply.

JULIE: Contractor shall contact JULIE at 1 800 892 0123 to locate manholes, valves, and other appurtenances within the project limits. The Contractor shall coordinate with the respective owners of such appurtenances as to whom will adjust and who will be responsible for the schedule of such adjustments. All appurtenances owned by the municipality shall be paid for at the unit price for the appurtenance adjustment. All appurtenances owned by others shall be paid for by the respective owners.

Millings: All millings shall be delivered to a site designated by the local agency and shall become the property of said local agency. This work shall be included in the cost of the contract and no additional payment shall be allowed. NOTE: Contractor shall show a price per ton credit in the proposal if the contractor wishes to keep the millings. The Municipality may retain all or any part of the millings.

Mailboxes and Signs: Any mailboxes or signs that require removal must be replaced at their exact locations. This work and all materials required to perform this work shall be included in the price of the contract.

If mailboxes must be removed then Contractor shall include all materials, labor, and equipment for the following in the price of the contract... Contractor shall remove the existing mailbox and install the existing mailbox or a new mailbox if the property owner provides one, 4x4 pressure treated post, and mortar around post. All mailboxes must be stable to the satisfaction of the Engineer.

Seeding: Any seeding/sodding required because of disturbance by construction shall be completed under Engineer's direction. The contractor shall request the specific locations for

seeding from the Engineer. Topsoil, seed, and mulch shall be required. If straw is utilized then straw must be crimped in place. Seeding shall be guaranteed to have 70% vegetative cover per square foot regardless of the planting timeframe. After proper seedbed preparation, for 2:1 or greater slopes or low velocity residential drainage channels, all disturbed areas shall be protected by properly installed double-net straw or excelsior fiber erosion control blankets. This work and all materials required to perform this work shall be included in the price of the contract.

Bituminous Surface Removal - Butt Joint: The work specified herein shall conform in all aspects with the applicable portions of Section 406, specifically 406.18 and 406.24, of the Standard Specifications for Road and Bridge Construction. Butt joints shall be five (5) feet wide at intersections and thirty (30) feet wide elsewhere, unless otherwise specified. This work shall be paid for at the contract unit price per square yard for **BITUMINOUS SURFACE REMOVAL - BUTT JOINT**.

Aggregate Shoulders: The work specified herein shall conform in all aspects with the applicable portions of Section 481 of the Standard Specifications for Road and Bridge Construction. The material shall be CA 6 white rock or CAM 6. This work shall be paid for at the contract unit price per ton for **AGGREGATE SHOULDERS**.

Bituminous Material (Prime Coat): The material and application thereof shall conform in all aspects with Sections 402.09 and 406 of the Standard Specifications for Road and Bridge Construction. The material shall be applied at a rate of 0.05 gallons per square yard. The **BITUMINOUS MATERIAL PRIME COAT (GAL)** will be paid as a separate item when used with BITUMINOUS CONCRETE SURFACE COURSE OR LEVELING BINDER.

Aggregate Prime Coat: This material Coat shall be included in the cost of the **BITUMINOUS MATERIAL PRIME COAT** pay item. The application rate will be 4 lb./sq. yd. when necessary as specified by the Engineer.

Bituminous Concrete Surface Course, Mix C, N50 and Leveling Binder, (Machine Method),

N50: This material and the application thereof shall conform in all aspects with the applicable portions of Section 406 of the Standard Specifications. Paving shall take place within one week of the beginning of the bituminous surface removal process and no precipitation over 0.5 inches is forecast within the before-mentioned week. These requirements are stated to minimize the potential damage of the milled surface by potential precipitation. If the contractor does not meet these requirements then any damage to the milled surface by the precipitation shall be repaired by the contractor at no additional cost to the local agency. A track paver shall be utilized to minimize disturbance to the existing roadway. A "wacker" shall be utilized to compact the bituminous edge of the roadway. Entrances shall be raked down at the Engineer's direction to minimize elevation differences between the new bituminous and the existing entrance. The following are the mixture requirements.

Mixture Use: (Polymer-if specified) Surface Course (1.25")
AC/PG: SBS or SBR 70-22
RAP %: (Max)* 10%
Design Air Voids: 4.0% @ Ndes=50
Mixture Composition: IL 9.5
(Gradation Mixture)
Friction Aggregate: Mix C

* If > 15% RAP is used, the contractor may be required to use a softer grade of asphalt as determined by IDOT's Materials Engineer.

Mixture Use: Surface Course (1.25")
AC/PG: PG 64-22 or SBS PG 70-22
RAP %: (Max)* 15%
Design Air Voids: 4.0% @ Ndes=50
Mixture Composition: IL 9.5
(Gradation Mixture)
Friction Aggregate: Mix C

* If > 15% RAP is used, the contractor may be required to use a softer grade of asphalt as determined by IDOT's Materials Engineer.

Mixture Use: Binder Course (1.75")
AC/PG: PG 64-22
RAP %: (Max)** 25%
Design Air Voids: 4.0% @ Ndes=50
Mixture Composition: IL 9.5 or 12.5
(Gradation Mixture)
Friction Aggregate: NA

** If > 15% RAP is used, the contractor may be required to use a softer grade of asphalt as determined by IDOT's Materials Engineer.

The materials shall be placed to the specified dimensions as shown in these plans and specifications. Tapering shall be required at all bituminous entrances, sideroads, and bituminous mailbox turnouts, so that the maximum difference in height from proposed pavement to an existing surface is less than one-half (1/2) inch. The material used for tapering to entrances and sideroads shall be paid for at the contract unit price per ton for the surface course pay item. This item shall be paid for at the contract unit price per ton for **BITUMINOUS CONCRETE SURFACE COURSE, MIX C, N50, BITUMINOUS CONCRETE SURFACE COURSE, MIX C, N50 (POLYMER MODIFIED) and LEVELING BINDER, (MACHINE METHOD).**

POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIXTURE D, N50

LOCATION (S) AND MIXTURE USE (S)	POLY. HOT-MIX ASPHALT SURFACE COURSE: MAINLINE, INCIDENTAL, DRIVES
AC / PG:	SBS 64 - 28
RAP %: (MAX.)	0%
DESIGN AIR VOIDS:	4.2% @ Ndes = 50
MIXTURE COMPOSITION: (GRADATION MIXTURE)	IL 9.5 OR IL 12.5
FRICITION AGGREGATE:	MIXTURE D

POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIXTURE D, N50, HD

LOCATION (S) AND MIXTURE USE (S)	POLY. HOT-MIX ASPHALT SURFACE COURSE: MAINLINE, INCIDENTAL
AC / PG:	SBS 70 - 28
RAP %: (MAX.)	0%
DESIGN AIR VOIDS:	4.2% @ Ndes = 50
MIXTURE COMPOSITION: (GRADATION MIXTURE)	IL 9.5 OR IL 12.5
FRICITION AGGREGATE:	MIXTURE D

HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50

LOCATION (S) AND MIXTURE USE (S)	HOT-MIX ASPHALT BINDER COURSE: MAINLINE, INCIDENTAL, BASE COURSE
AC / PG:	PG 64 - 22
RAP %: (MAX.)	0% (20% - 25% FOR BINDER BASE COURSE)
DESIGN AIR VOIDS:	4.2% @ Ndes = 50
MIXTURE COMPOSITION: (GRADATION MIXTURE)	IL 19.0
FRICITION AGGREGATE:	N/A

MINIMUM COMPACTED LIFT THICKNESS - SURFACE AND BINDER	
MIXTURE	THICKNESS, INCHES
IL 4.75	3/4"
IL 9.5	1 1/4"
IL 12.5	1 1/2"
IL 19.0	2 1/4" *
IL 25.0	3"
MINIMUM COMPACTED LIFT THICKNESS - LEVELING BINDER	
MIXTURE	THICKNESS, INCHES
IL 9.5	1 1/4"
IL 9.5 OR 12.5	1 1/4" TO 2"

* IF LESS THAN 2 1/4", COMPACT TO SATISFACTION OF THE ENGINEER.

SPECIFICATIONS FOR HOT-MIX ASPHALT MIXTURES

8/15/2018	Peoria	ASBESTOS ABT-GEN	All	BLD		26.89	28.39	1.5	1.5	2	2	7.8	18.85	0	0.8	0
8/15/2018	Peoria	ASBESTOS ABT-GEN	All	HWY		30.53	32.03	1.5	1.5	2	2	8.2	21.45	0	0.85	0
11/5/2018	Peoria	ASBESTOS ABT-MEC	All	BLD		32.78	35.28	1.5	1.5	2	2	12.92	11.82	0	0.72	0
11/23/2018	Peoria	BOILERMAKER	All	BLD		40	43	2	2	2	2	7.07	18.19	0	0.4	0
8/15/2018	Peoria	BRICK MASON	All	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Peoria	CARPENTER	All	BLD		32.46		1.5	1.5	1.5	1.5	8.55	18	0	0.54	0
8/15/2018	Peoria	CARPENTER	All	HWY		34.66	36.91	1.5	1.5	2	2	8.55	18.6	0	0.52	0.13
8/15/2018	Peoria	CEMENT MASON	All	BLD		31.03		1.5	1.5	2	2	8.25	16.4	0	0.74	0
8/15/2018	Peoria	CEMENT MASON	All	HWY		32.73	34.23	1.5	1.5	2	2	8.5	17.27	0	0.63	0
8/15/2018	Peoria	CERAMIC TILE FNSHER	All	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Peoria	ELECTRIC PWR EQMT OP	All	ALL		45.09	56.52	1.5	1.5	2	2	7.1	12.62	0	0.45	0
8/15/2018	Peoria	ELECTRIC PWR GRNDMAN	All	ALL		30.81	56.52	1.5	1.5	2	2	6.67	8.62	0	0.31	0
8/15/2018	Peoria	ELECTRIC PWR LINEMAN	All	ALL		50.11	56.52	1.5	1.5	2	2	7.25	14.03	0	0.5	0
8/15/2018	Peoria	ELECTRIC PWR TRK DRV	All	ALL		32.32	56.52	1.5	1.5	2	2	6.72	9.05	0	0.32	0
8/15/2018	Peoria	ELECTRICIAN	All	BLD		36.51	38.51	1.5	1.5	2	2	7.65	12.92	0	1.52	0
8/15/2018	Peoria	ELECTRONIC SYS TECH	All	BLD		28.25		1.5	1.5	2	2	7.35	11.15	0	0.4	0
8/15/2018	Peoria	ELEVATOR CONSTRUCTOR	All	BLD		44.78	50.38	2	2	2	2	15.43	16.61	3.58	0.61	0
8/15/2018	Peoria	GLAZIER	All	BLD		35.37		1.5	1.5	2	2	10.85	8.3	0	1.25	0
11/5/2018	Peoria	HT/FROST INSULATOR	All	BLD		43.7	46.2	1.5	1.5	2	2	12.92	13.16	0	0.72	0
8/15/2018	Peoria	IRON WORKER	All	BLD		32.41	34.31	1.5	1.5	2	2	11.01	16.32	0	1.31	0
8/15/2018	Peoria	IRON WORKER	All	HWY		36.82		1.5	1.5	2	2	10.66	15.47	0	0.64	0
8/15/2018	Peoria	LABORER	All	BLD		30.05		1.5	1.5	1.5	1.5	7.8	18.85	0	0.8	0
8/15/2018	Peoria	LABORER	All	HWY		29.78	31.28	1.5	1.5	2	2	8.2	21.45	0	0.8	0
8/15/2018	Peoria	LABORER, SKILLED	All	BLD		26.29		1.5	1.5	2	2	9.67	19.9	0	0.8	0
8/15/2018	Peoria	LABORER, SKILLED	All	HWY		30.08	33.08	1.5	1.5	2	2	8.2	16.68	0	0.8	4.8
8/15/2018	Peoria	LATHER	All	BLD		32.46	34.71	1.5	1.5	2	2	8.55	18	0	0.54	0
8/15/2018	Peoria	MACHINERY MOVER	All	HWY		36.82	38.82	1.5	1.5	2	2	10.66	15.47	0	0.64	0
8/15/2018	Peoria	MACHINIST	All	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
8/15/2018	Peoria	MARBLE FINISHERS	All	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Peoria	MARBLE MASON	All	BLD		34.02	35.27	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Peoria	MILLWRIGHT	All	BLD		31.74		1.5	1.5	1.5	1.5	8.45	17.72	0	0.54	0
8/15/2018	Peoria	MILLWRIGHT	All	HWY		35.01	37.26	1.5	1.5	2	2	8.55	18.8	0	0.52	0
8/15/2018	Peoria	OPERATING ENGINEER	All	BLD	1	40.01	43.01	1.5	1.5	2	2	10	19.73	0	3.3	0
8/15/2018	Peoria	OPERATING ENGINEER	All	BLD	2	37.07	43.01	1.5	1.5	2	2	10	19.73	0	3.3	0
8/15/2018	Peoria	OPERATING ENGINEER	All	BLD	3	32.21	43.01	1.5	1.5	2	2	10	19.73	0	3.3	0
8/15/2018	Peoria	OPERATING ENGINEER	All	HWY	1	40.02	45.02	1.5	1.5	2	2	10	12.23	0	1.65	9.28
8/15/2018	Peoria	OPERATING ENGINEER	All	HWY	2	36.83		1.5	1.5	2	2	0	19.23	0	0	12
8/15/2018	Peoria	OPERATING ENGINEER	All	HWY	3	32.22	43.02	1.5	1.5	2	2	10	19.73	0	3.3	0
8/15/2018	Peoria	PAINTER	All	ALL		36.1		1.5	1.5	1.5	2	11.55	8.2	0	1.35	0

8/15/2018	Peoria	PAINTER SIGNS	ALL	BLD		33.92	38.09	1.5	1.5	1.5	1.5	2.6	2.71	0	0		
8/15/2018	Peoria	PILEDRIVER	All	BLD		33.46	35.71	1.5	1.5	2	2	8.55	18	0	0.54		0
8/15/2018	Peoria	PILEDRIVER	All	HWY		34.66	36.91	1.5	1.5	2	2	8.55	18.6	0	0.52		0
10/26/2018	Peoria	PIPEFITTER	All	BLD		39.5	43.85	1.5	1.5	2	2	7.25	12.78	0	1.16		0
8/15/2018	Peoria	PLASTERER	ALL	BLD		29	30.25	1.5	1.5	2	2	8.15	16.19	0	0.8		
8/15/2018	Peoria	PLUMBER	All	BLD		36.12		1.5	1.5	2	2	7.25	14.96	0	1		0
8/15/2018	Peoria	ROOFER	All	BLD		31.5	34.65	1.5	1.5	2	2	9	9.7	0	0.3		0
8/15/2018	Peoria	SHEETMETAL WORKER	All	BLD		33.47	35.14	1.5	1.5	2	2	9.87	17.49	0	0.95		0
8/15/2018	Peoria	SIGN HANGER	ALL	HWY		36.82	38.82	1.5	1.5	2	2	10.66	15.47	0	0.64		
8/15/2018	Peoria	SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	2	8.42	8.5	0	0.35		
8/15/2018	Peoria	STEEL ERECTOR	ALL	HWY		36.82	38.82	1.5	1.5	2	2	10.66	15.47	0	0.64		
8/15/2018	Peoria	STONE MASON	All	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82		0
8/15/2018	Peoria	TERRAZZO FINISHER	All	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8		0
8/15/2018	Peoria	TERRAZZO MASON	All	BLD		34.02	35.27	1.5	1.5	2	2	10.35	11.32	0	0.82		0
8/15/2018	Peoria	TILE MASON	All	BLD		34.02	35.27	1.5	1.5	2	2	10.35	11.32	0	0.82		0
8/15/2018	Peoria	TRUCK DRIVER	All	ALL	1	37.85		1.5	1.5	2	2	11.65	6.12	0.25	0		1.18
8/15/2018	Peoria	TRUCK DRIVER	All	ALL	2	36.67		1.5	1.5	1.5	1.5	12.16	5.89	0	0.25		18.05
8/15/2018	Peoria	TRUCK DRIVER	All	ALL	3	37.85		1.5	1.5	2	2	11.65	6.12	0	0.25		1.03
8/15/2018	Peoria	TRUCK DRIVER	All	ALL	4	37.25	40.25	1.5	1.5	2	2	0	0	0	0		18.3
8/15/2018	Peoria	TRUCK DRIVER	All	ALL	5	39.21	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25		0
8/15/2018	Peoria	TRUCK DRIVER	All	O&C	1	28.92	31.92	1.5	1.5	2	2	0	0	0	0		18.3
8/15/2018	Peoria	TRUCK DRIVER	All	O&C	2	29.34	32.34	1.5	1.5	2	2	0	0	0	0		18.3
8/15/2018	Peoria	TRUCK DRIVER	All	O&C	3	30.28	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25		0
8/15/2018	Peoria	TRUCK DRIVER	All	O&C	4	29.8	32.8	1.5	1.5	2	2	0	0	0	0		18.3
8/15/2018	Peoria	TRUCK DRIVER	All	O&C	5	31.37	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25		0
8/15/2018	Peoria	TUCKPOINTER	All	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82		0

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2021

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 4-1-16) (Revised 1-1-21)

SUPPLEMENTAL SPECIFICATIONS

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Check Sheet for Recurring Special Provisions



Local Public Agency	County	Section Number

Check this box for lettings prior to 01/01/2021.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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Local Public Agency	County	Section Number

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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BDE SPECIAL PROVISIONS
For the January 15 and March 5, 2021 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

File Name	#		Special Provision Title	Effective	Revised
80099	1	<input type="checkbox"/>	Accessible Pedestrian Signals (APS)	April 1, 2003	April 1, 2020
80274	2	<input type="checkbox"/>	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	3	<input type="checkbox"/>	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	<input type="checkbox"/>	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5	<input type="checkbox"/>	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	
80241	6	<input type="checkbox"/>	Bridge Demolition Debris	July 1, 2009	
50261	7	<input type="checkbox"/>	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	8	<input type="checkbox"/>	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	9	<input type="checkbox"/>	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	10	<input type="checkbox"/>	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
*	80425	11	<input type="checkbox"/> Cape Seal	Jan. 1, 2020	Jan. 1, 2021
80384	12	<input checked="" type="checkbox"/>	Compensable Delay Costs	June 2, 2017	April 1, 2019
80198	13	<input type="checkbox"/>	Completion Date (via calendar days)	April 1, 2008	
80199	14	<input type="checkbox"/>	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	15	<input type="checkbox"/>	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	16	<input type="checkbox"/>	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80261	17	<input type="checkbox"/>	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80387	18	<input type="checkbox"/>	Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
*	80434	19	<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	20	<input type="checkbox"/>	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
80402	21	<input checked="" type="checkbox"/>	Disposal Fees	Nov. 1, 2018	
80378	22	<input type="checkbox"/>	Dowel Bar Inserter	Jan. 1, 2017	Jan. 1, 2018
80421	23	<input type="checkbox"/>	Electric Service Installation	Jan. 1, 2020	
80415	24	<input checked="" type="checkbox"/>	Emulsified Asphalts	Aug. 1, 2019	
80423	25	<input type="checkbox"/>	Engineer's Field Office and Laboratory	Jan. 1, 2020	
80229	26	<input type="checkbox"/>	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80417	27	<input type="checkbox"/>	Geotechnical Fabric for Pipe Underdrains and French Drains	Nov. 1, 2019	
80420	28	<input type="checkbox"/>	Geotextile Retaining Walls	Nov. 1, 2019	
*	80433	29	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	
80304	30	<input type="checkbox"/>	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2020
80422	31	<input type="checkbox"/>	High Tension Cable Median Barrier	Jan. 1, 2020	Nov. 1, 2020
80416	32	<input checked="" type="checkbox"/>	Hot-Mix Asphalt – Binder and Surface Course	July 2, 2019	Nov. 1, 2019
80398	33	<input type="checkbox"/>	Hot-Mix Asphalt – Longitudinal Joint Sealant	Aug. 1, 2018	Nov. 1, 2019
*	80406	34	<input type="checkbox"/> Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Jan. 1, 2019	Jan. 1, 2021
80347	35	<input type="checkbox"/>	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 2, 2019
80383	36	<input type="checkbox"/>	Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	July 2, 2019
80411	37	<input type="checkbox"/>	Luminaires, LED	April 1, 2019	
80393	38	<input type="checkbox"/>	Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	March 1, 2019
80045	39	<input type="checkbox"/>	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80418	40	<input type="checkbox"/>	Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
*	80424	41	<input type="checkbox"/> Micro-Surfacing and Slurry Sealing	Jan. 1, 2020	Jan. 1, 2021
80428	42	<input type="checkbox"/>	Mobilization	April 1, 2020	
80412	43	<input type="checkbox"/>	Obstruction Warning Luminaires, LED	Aug. 1, 2019	
80430	44	<input type="checkbox"/>	Portland Cement Concrete – Haul Time	July 1, 2020	
80359	45	<input type="checkbox"/>	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2019
80431	46	<input type="checkbox"/>	Portland Cement Concrete Pavement Patching	July 1, 2020	

80432	47	<input type="checkbox"/>	Portland Cement Concrete Pavement Placement	July 1, 2020	
80300	48	<input type="checkbox"/>	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
34261	49	<input type="checkbox"/>	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	50	<input type="checkbox"/>	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80306	51	<input checked="" type="checkbox"/>	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 1, 2021
80407	52	<input checked="" type="checkbox"/>	Removal and Disposal of Regulated Substances	Jan. 1, 2019	Jan. 1, 2020
80419	53	<input type="checkbox"/>	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Nov. 1, 2019	April 1, 2020
80395	54	<input type="checkbox"/>	Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340	55	<input type="checkbox"/>	Speed Display Trailer	April 2, 2014	Jan. 1, 2017
80127	56	<input type="checkbox"/>	Steel Cost Adjustment	April 2, 2004	Aug. 1, 2017
80408	57	<input type="checkbox"/>	Steel Plate Beam Guardrail Manufacturing	Jan. 1, 2019	
80413	58	<input type="checkbox"/>	Structural Timber	Aug. 1, 2019	
80397	59	<input type="checkbox"/>	Subcontractor and DBE Payment Reporting	Aug. 2, 2018	
80391	60	<input checked="" type="checkbox"/>	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
* 80435	61	<input type="checkbox"/>	Surface Testing of Pavements – IRI	Jan. 1, 2021	
80298	62	<input type="checkbox"/>	Temporary Pavement Marking	April 1, 2012	April 1, 2017
80409	63	<input checked="" type="checkbox"/>	Traffic Control Devices - Cones	Jan. 1, 2019	
80410	64	<input type="checkbox"/>	Traffic Spotters	Jan. 1, 2019	
20338	65	<input type="checkbox"/>	Training Special Provisions	Oct. 15, 1975	
80318	66	<input type="checkbox"/>	Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429	67	<input type="checkbox"/>	Ultra-Thin Bonded Wearing Course	April 1, 2020	
80288	68	<input type="checkbox"/>	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	69	<input type="checkbox"/>	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80414	70	<input type="checkbox"/>	Wood Fence Sight Screen	Aug. 1, 2019	April 1, 2020
80427	71	<input type="checkbox"/>	Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	72	<input type="checkbox"/>	Working Days	Jan. 1, 2002	

The following special provisions are in the 2021 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80277	Concrete Mix Design – Department Provided	Check Sheet #37	Jan. 1, 2012	April 1, 2016
80405	Elastomeric Bearings	Article 1083.01	Jan. 1, 2019	
80388	Equipment Parking and Storage	Article 701.11	Nov. 1, 2017	
80165	Moisture Cured Urethane Paint System	Article 1008.06	Nov. 1, 2006	Jan. 1, 2010
80349	Pavement Marking Blackout Tape	Articles 701.04, 701.19(f), 701.20(j) and 1095.06	Nov. 1, 2014	April 1, 2016
80371	Pavement Marking Removal	Articles 783.02-783.04, 783.06 and 1101.13	July 1, 2016	
80389	Portland Cement Concrete	Article 1020.04 Table 1 and Note 4	Nov. 1, 2017	
80403	Traffic Barrier Terminal, Type 1 Special	Articles 631.04 and 631.12	Nov. 1, 2018	

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80317	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	Aug. 1, 2019

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal - Case I
- Building Removal – Case II
- Building Removal - Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

"(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

Revise Article 107.40(c) of the Standard Specifications to read:

"(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

“109.13 Payment for Contract Delay. Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

DISPOSAL FEES (BDE)

Effective: November 1, 2018

Replace Articles 109.04(b)(5) – 109.04(b)(8) of the Standard Specifications with the following:

- "(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such fees.
- (6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows.

- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.
 - b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - c. Quantities of materials, prices and extensions.
 - d. Transportation of materials.
 - e. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
- (8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being \$100.

- (9) All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after receipt of the Central Bureau of Construction form "Extra Work Daily Report". If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Department is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery."

80402

EMULSIFIED ASPHALTS (BDE)

Effective: August 1, 2019

Revise Article 1032.06 of the Standard Specifications to read:

“1032.06 Emulsified Asphalts. Emulsified asphalts will be accepted according to the current Bureau of Materials Policy Memorandum, “Emulsified Asphalt Acceptance Procedure”. These materials shall be homogeneous and shall show no separation of asphalt after thorough mixing, within 30 days after delivery, provided separation has not been caused by freezing. They shall coat the aggregate being used in the work to the satisfaction of the Engineer and shall be according to the following requirements.

- (a) Anionic Emulsified Asphalt. Anionic emulsified asphalts RS-1, RS-2, HFRS-2, SS-1h, and SS-1 shall be according to AASHTO M 140, except as follows.
 - (1) The cement mixing test will be waived when the emulsion is being used as a tack coat.
 - (2) The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent.
- (b) Cationic Emulsified Asphalt. Cationic emulsified asphalts CRS-1, CRS-2, CSS-1h, and CSS-1 shall be according to AASHTO M 208, except as follows.
 - (1) The cement mixing test will be waived when the emulsion is being used as a tack coat.
 - (2) The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent.
- (c) High Float Emulsion. High float emulsions HFE-90, HFE-150, and HFE-300 are medium setting and shall be according to the following table.

Test	HFE-90	HFE-150	HFE-300
Viscosity, Saybolt Furol, at 122 °F (50 °C), (AASHTO T 59), SFS ^{1/}	50 min.	50 min.	50 min.
Sieve Test, No. 20 (850 µm), retained on sieve, (AASHTO T 59), %	0.10 max.	0.10 max.	0.10 max.
Storage Stability Test, 1 day, (AASHTO T 59), %	1 max.	1 max.	1 max.
Coating Test (All Grades), (AASHTO T 59), 3 minutes	stone coated thoroughly		
Distillation Test, (AASHTO T 59): Residue from distillation test to 500 °F (260 °C), % Oil distillate by volume, %	65 min. 7 max.	65 min. 7 max.	65 min. 7 max.

Characteristics of residue from distillation test to 500 °F (260 °C): Penetration at 77 °F (25 °C), (AASHTO T 49), 100 g, 5 sec, dmm	90-150	150-300	300 min.
Float Test at 140 °F (60 °C), (AASHTO T 50), sec.	1200 min.	1200 min.	1200 min.

1/ The emulsion shall be pumpable.

- (d) Penetrating Emulsified Prime. Penetrating Emulsified Prime (PEP) shall be according to AASHTO T 59, except as follows.

Test	Result
Viscosity, Saybolt Furol, at 77 °F (25 °C), SFS	75 max.
Sieve test, retained on No. 20 (850 µm) sieve, %	0.10 max.
Distillation to 500 °F (260 °C) residue, %	38 min.
Oil distillate by volume, %	4 max.

The PEP shall be tested according to the current Bureau of Materials Illinois Laboratory Test Procedure (ILTP), "Sand Penetration Test of Penetrating Emulsified Prime (PEP)". The time of penetration shall be equal to or less than that of MC-30. The depth of penetration shall be equal to or greater than that of MC-30.

- (e) Delete this subparagraph.
- (f) Polymer Modified Emulsified Asphalt. Polymer modified emulsified asphalts, e.g. SS-1hP, CSS-1hP, CRS-2P (formerly CRSP), CQS-1hP (formerly CSS-1h Latex Modified) and HFRS-2P (formerly HFP) shall be according to AASHTO M 316, except as follows.
- (1) The cement mixing test will be waived when the polymer modified emulsion is being used as a tack coat.
 - (2) CQS-1hP (formerly CSS-1h Latex Modified) emulsion for micro-surfacing treatments shall use latex as the modifier.
 - (3) Upon examination of the storage stability test cylinder after standing undisturbed for 24 hours, the surface shall show minimal to no white, milky colored substance and shall be a homogenous brown color throughout.
 - (4) The distillation for all polymer modified emulsions shall be performed according to AASHTO T 59, except the temperature shall be 374 ± 9 °F (190 ± 5 °C) to be held for a period of 15 minutes and measured using an ASTM 16F (16C) thermometer.
 - (5) The specified temperature for the Elastic Recovery test for all polymer modified emulsions shall be 50.0 ± 1.0 °F (10.0 ± 0.5 °C).

(6) The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent.

(g) Non-Tracking Emulsified Asphalt. Non-tracking emulsified asphalt NTEA (formerly SS-1vh) shall be according to the following.

Test	Requirement
Saybolt Viscosity at 77 °F (25 °C), (AASHTO T 59), SFS	20-100
Storage Stability Test, 24 hr, (AASHTO T 59), %	1 max.
Residue by Distillation, 500 ± 10 °F (260 ± 5 °C), or Residue by Evaporation, 325 ± 5 °F (163 ± 3 °C), (AASHTO T 59), %	50 min.
Sieve Test, No. 20 (850 µm), (AASHTO T 59), %	0.3 max.
Tests on Residue from Evaporation	
Penetration at 77 °F (25 °C), 100 g, 5 sec, (AASHTO T 49), dmm	40 max.
Softening Point, (AASHTO T 53), °F (°C)	135 (57) min.
Ash Content, (AASHTO T 111), % ^{1/}	1 max.

1/ The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent

The different grades are, in general, used for the following.

Grade	Use
SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, NTEA (formerly SS-1vh)	Tack Coat
PEP	Prime Coat
RS-2, HFE-90, HFE-150, HFE-300, CRS-2P (formerly CRSP), HFRS-2P (formerly HFP), CRS-2, HFRS-2	Bituminous Surface Treatment
CQS-1hP (formerly CSS-1h Latex Modified)	Micro-Surfacing Slurry Sealing Cape Seal"

80415

HOT-MIX ASPHALT – BINDER AND SURFACE COURSE (BDE)

Effective: July 2, 2019
 Revised: November 1, 2019

Description. This work shall consist of constructing a hot-mix asphalt (HMA) binder and/or surface course on a prepared base. Work shall be according to Sections 406 and 1030 of the Standard Specifications, except as modified herein.

Materials. Add the following after the second paragraph of Article 1003.03(c):

“For mixture IL-9.5FG, at least 67 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, steel slag sand, or combinations thereof meeting FA 20 gradation.”

Revise Article 1004.03(c) to read:

“(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0	CA 11 ^{1/}
	SMA 12.5 ^{2/}	CA 13, CA 14, or CA 16
	SMA 9.5 ^{2/}	CA 13 or CA 16 ^{3/}
	IL-9.5	CA 16
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.”

HMA Nomenclature. Revise the “High ESAL” portion of the table in Article 1030.01 to read:

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, SMA 9.5
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	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5"
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Mixture Design. Revise the table in Article 1030.04(a)(1) and add SMA 9.5 and IL-9.5FG mixture compositions as follows:

"HIGH ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/}						
Sieve Size	SMA 12.5 ^{5/}		SMA 9.5 ^{5/}		IL-9.5FG	
	min.	max.	min.	max.	min.	max.
1 in. (25 mm)						
3/4 in. (19 mm)		100		100		
1/2 in. (12.5 mm)	90	99	95	100		100
3/8 in. (9.5 mm)	50	85	70	95	90	100
#4 4.75 mm)	20	40	30	50	60	75
#8 (2.36 mm)	16	24 ^{4/}	20	30	45	60
#16 (1.18 mm)				21	25	40
#30 (600 μm)				18	15	30
#50 (300 μm)				15	8	15
#100 (150 μm)					6	10
#200 (75 μm)	8.0	11.0 ^{3/}	8.0	11.0 ^{3/}	4.0	6.5
#635 (20 μm)		≤ 3.0		≤ 3.0		
Ratio of Dust/Asphalt Binder						1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.

- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the adjusted job mix formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above 24 percent.
- 5/ When the bulk specific gravity (Gsb) of the component aggregates vary by more than 0.2, the blend gradations shall be based on volumetric percentage."

Revise the table in Article 1030.04(b)(1) to read:

"VOLUMETRIC REQUIREMENTS, High ESAL				
Ndesign	Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA),%
	IL-19.0	IL-9.5 IL-9.5FG	IL-4.75 ^{1/}	
50	13.5	15.0	18.5	65 - 78 ^{2/}
70			65 - 75 ^{3/}	
90				

- 1/ Maximum draindown for IL-4.75 shall be 0.3 percent.
- 2/ VFA for IL-4.75 shall be 76-83 percent.
- 3/ VFA for IL-9.5FG shall be 65-78 percent."

Revise the table in Article 1030.04(b)(3) to read:

"VOLUMETRIC REQUIREMENTS, SMA 12.5 ^{1/} and SMA 9.5 ^{1/}				
ESALs (million)	Ndesign	Design Air Voids Target, %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
≤ 10	50	4.0	16.0	75 - 80
> 10	80	4.0	17.0	75 - 80

- 1/ Maximum draindown shall be 0.3 percent."

Quality Control/Quality Assurance (QC/QA). Revise the third paragraph of Article 1030.05(d)(3) to read:

"If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the

QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure."

Add the following paragraphs to the end of Article 1030.05(d)(3):

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement). Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location.

When a longitudinal joint sealant (LJS) is applied, longitudinal joint density testing will not be required on the joint(s) sealed."

Revise the second table in Article 1030.05(d)(4) and its notes to read:

"DENSITY CONTROL LIMITS			
Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density, minimum
IL-4.75	Ndesign = 50	93.0 – 97.4 % ^{1/}	91.0%
IL-9.5FG	Ndesign = 50 - 90	93.0 – 97.4 %	91.0%
IL-9.5	Ndesign = 90	92.0 – 96.0 %	90.0%
IL-9.5, IL-9.5L,	Ndesign < 90	92.5 – 97.4 %	90.0%
IL-19.0	Ndesign = 90	93.0 – 96.0 %	90.0%
IL-19.0, IL-19.0L	Ndesign < 90	93.0 ^{2/} – 97.4 %	90.0%
SMA	Ndesign = 50 or 80	93.5 – 97.4 %	91.0%

1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.

2/ 92.0 % when placed as first lift on an unimproved subgrade.”

Equipment. Add the following to Article 1101.01 of the Standard Specifications:

“(h) Oscillatory Roller. The oscillatory roller shall be self-propelled and provide a smooth operation when starting, stopping, or reversing directions. The oscillatory roller shall be able to operate in a mode that will provide tangential impact force with or without vertical impact force by using at least one drum. The oscillatory roller shall be equipped with water tanks and sprinkling devices, or other approved methods, which shall be used to wet the drums to prevent material pickup. The drum(s) amplitude and frequency of the tangential and vertical impact force shall be approximately the same in each direction and meet the following requirements:

- (1) The minimum diameter of the drum(s) shall be 42 in. (1070 mm);
- (2) The minimum length of the drum(s) shall be 57 in. (1480 mm);
- (3) The minimum unit static force on the drum(s) shall be 125 lb/in. (22 N/m); and
- (4) The minimum force on the oscillatory drum shall be 18,000 lb (80 kN).”

CONSTRUCTION REQUIREMENTS

Add the following to Article 406.03 of the Standard Specifications:

“(j) Oscillatory Roller 1101.01”

Revise the third paragraph of Article 406.05(a) to read:

“All depressions of 1 in. (25 mm) or more in the surface of the existing pavement shall be filled with binder. At locations where heavy disintegration and deep spalling exists, the area shall be cleaned of all loose and unsound material, tacked, and filled with binder (hand method).”

Revise Article 406.05(c) to read.

“(c) Binder (Hand Method). Binder placed other than with a finishing machine will be designated as binder (hand method) and shall be compacted with a roller to the satisfaction of the Engineer. Hand tamping will be permitted when approved by the Engineer.”

Revise the special conditions for mixture IL-4.75 in Article 406.06(b)(2)e. to read:

“e. The mixture shall be overlaid within 5 days of being placed.”

Revise Article 406.06(d) to read:

“(d) Lift Thickness. The minimum compacted lift thickness for HMA binder and surface courses shall be as follows.

MINIMUM COMPACTED LIFT THICKNESS	
Mixture Composition	Thickness, in. (mm)
IL-4.75	3/4 (19) - over HMA surfaces ^{1/} 1 (25) - over PCC surfaces ^{1/}
IL-9.5FG	1 1/4 (32)
IL-9.5, IL-9.5L	1 1/2 (38)
SMA 9.5	1 1/2 (38)
SMA 12.5	2 (51)
IL-19.0, IL-19.0L	2 1/4 (57)

1/ The maximum compacted lift thickness for mixture IL-4.75 shall be 1 1/4 in. (32 mm).”

Revise Table 1 and Note 3/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

“TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA				
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement
Binder and Surface ^{1/}	V _D , P ^{3/} , T _B , 3W, O _T , O _B	P ^{3/} , O _T , O _B	V _S , T _B , T _F , O _T	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).
IL-4.75 and SMA ^{4/ 5/}	T _B , 3W, O _T	--	T _F , 3W, O _T	
Bridge Decks ^{2/}	T _B	--	T _F	As specified in Articles 582.05 and 582.06.

3/ A vibratory roller (V_D) or oscillatory roller (O_T or O_B) may be used in lieu of the pneumatic-tired roller on mixtures containing polymer modified asphalt binder.”

Add the following to EQUIPMENT DEFINITION in Article 406.07(a) contained in the Errata of the Supplemental Specifications:

"O_T - Oscillatory roller, tangential impact mode. Maximum speed is 3.0 mph (4.8 km/h) or 264 ft/min (80 m/min).

O_B - Oscillatory roller, tangential and vertical impact mode, operated at a speed to produce not less than 10 vertical impacts/ft (30 impacts/m)."

Basis of Payment. Replace the second through the fifth paragraphs of Article 406.14 with the following:

"HMA binder and surface courses will be paid for at the contract unit price per ton (metric ton) for MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS; HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), of the Ndesign specified; HOT-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; HOT-MIX ASPHALT SURFACE COURSE, of the mixture composition, friction aggregate, and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), of the Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, of the mixture composition, friction aggregate, and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, of the mixture composition, friction aggregate, and Ndesign specified."

80416

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012

Revised: July 2, 2019

Revise Section 1031 of the Standard Specifications to read:

“SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Central Bureau of Materials Policy Memorandum, “Reclaimed Asphalt Shingle (RAS) Sources”, by weight of RAS. All RAS used shall come from a Central Bureau of Materials approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. “Homogeneous Surface”).

Prior to milling, the Contractor shall request the District provide documentation on the quality of the RAP to clarify the appropriate stockpile.

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix into which the FRAP will be incorporated.

Mixture FRAP will be used in:	Sieve Size that 100 % of FRAP Shall Pass
IL-19.0	1 1/2 in. (37.5 mm)
SMA 12.5	1 in. (25.0 mm)
IL-9.5, IL-9.5FG, SMA 9.5	3/4 in. (19.0 mm)
IL-4.75	1/2 in. (12.5 mm)

- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogeneous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP/FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise specified by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted

to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type, and lot number shall be maintained by project contract number and kept for a minimum of three years.

1031.03 Testing. RAP/FRAP and RAS testing shall be according to the following.

(a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

(1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

(2) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Each sample shall be split to obtain two equal samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

(b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

Before testing, each sample shall be split to obtain two test samples. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall perform a washed extraction and test for unacceptable materials on the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

1031.04 Evaluation of Tests. Evaluation of test results shall be according to the following.

- (a) Evaluation of RAP/FRAP Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation, and when applicable G_{mm} . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous/ Conglomerate
1 in. (25 mm)	
1/2 in. (12.5 mm)	$\pm 8 \%$
No. 4 (4.75 mm)	$\pm 6 \%$
No. 8 (2.36 mm)	$\pm 5 \%$
No. 16 (1.18 mm)	
No. 30 (600 μm)	$\pm 5 \%$
No. 200 (75 μm)	$\pm 2.0 \%$
Asphalt Binder	$\pm 0.4 \%$ ^{1/}
G_{mm}	± 0.03

1/ The tolerance for FRAP shall be $\pm 0.3 \%$.

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the ITP, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

- (b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 µm)	± 4 %
No. 200 (75 µm)	± 2.0 %
Asphalt Binder Content	± 1.5 %

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

1031.05 Quality Designation of Aggregate in RAP/FRAP.

(a) RAP. The aggregate quality of the RAP for homogeneous and conglomerate stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

(1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.

(2) RAP from Class I binder, Superpave/HMA (High ESAL) binder, or (Low ESAL) IL-19.0L binder mixtures are designated as containing Class C quality coarse aggregate.

(b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Central Bureau of Materials Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

1031.06 Use of RAP/FRAP and/or RAS in HMA. The use of RAP/FRAP and/or RAS shall be the Contractor's option when constructing HMA in all contracts.

(a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.

- (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
 - (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.
 - (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.
 - (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
 - (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, or conglomerate.
 - (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given Ndesign.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.
- (1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures ^{1/2/}	RAP/RAS Maximum ABR %			
	Ndesign	Binder	Surface	Polymer Modified Binder or Surface
	30	30	30	10
	50	25	15	10

70	15	10	10
90	10	10	10

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.
 - 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the FRAP/RAS table listed below for the given Ndesign.

FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures ^{1/2/}	FRAP/RAS Maximum ABR %					
	Binder		Surface		Polymer Modified Binder or Surface	
	w/o I-FIT	with I-FIT	w/o I-FIT	with I-FIT	w/o I-FIT	with I-FIT
30	50	55	40	45	10	15
50	40	45	35	40	10	15
70	40	45	30	35	10	15
90	40	45	30	35	10	15
SMA	--	--	--	--	20	25
IL-4.75	--	--	--	--	30	35

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS mix designs shall be submitted for verification. If additional RAP/FRAP and/or RAS stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP and/or RAS stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP and/or RAS stockpiles may be used in the original mix design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design.

The RAP, FRAP, and RAS stone bulk specific gravities (G_{sb}) shall be according to the "Determination of Aggregate Bulk (Dry) Specific Gravity (G_{sb}) of Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)" procedure in the Department's Manual of Test Procedures for Materials.

1031.08 HMA Production. HMA production utilizing RAP/FRAP and/or RAS shall be as follows.

- (a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material.

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

- (b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.

- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

(2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).
- e. RAP/FRAP/RAS weight to the nearest pound (kilogram).
- f. Virgin asphalt binder weight to the nearest pound (kilogram).
- g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B.
The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders, Type B shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

80306

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2019

Revised: January 1, 2020

Revise Section 669 of the Standard Specifications to read:

"SECTION 669. REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

669.01 Description. This work shall consist of the transportation and proper disposal of regulated substances. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their contents and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.

669.02 Equipment. The Contractor shall notify the Engineer of the delivery of all excavation, storage, and transportation equipment to a work area location. The equipment shall comply with OSHA and American Petroleum Institute (API) guidelines and shall be furnished in a clean condition. Clean condition means the equipment does not contain any residual material classified as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludges, or any other material present in or on equipment.

Before beginning any associated soil or groundwater management activity, the Contractor shall provide the Engineer with the opportunity to visually inspect and approve the equipment. If the equipment contains any contaminated residual material, decontamination shall be performed on the equipment as appropriate to the regulated substance and degree of contamination present according to OSHA and API guidelines. All cleaning fluids used shall be treated as the contaminant unless laboratory testing proves otherwise.

669.03 Pre-Construction Submittals and Qualifications. Prior to beginning this work, or working in areas with regulated substances, the Contractor shall submit a "Regulated Substances Pre-Construction Plan (RSPCP)" to the Engineer for review and approval using form BDE 2730. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

As part of the RSPCP, the Contractor(s) or firm(s) performing the work shall meet the following qualifications.

- (a) **Regulated Substances Monitoring.** Qualification for environmental observation and field screening of regulated substances work and environmental observation of UST removal shall require either pre-qualification in Hazardous Waste by the Department or demonstration of acceptable project experience in remediation and operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements using BDE 2730.

Qualification for each individual performing regulated substances monitoring shall require a minimum of one-year of experience in similar activities as those required for the project.

- (b) **Underground Storage Tank Removal.** Qualification for underground storage tank (UST) removal work shall require licensing and certification with the Office of the State Fire Marshall (OSFM) and possession of all permits required to perform the work. A copy of the permit shall be provided to the Engineer prior to tank removal.

The qualified Contractor(s) or firm(s) shall also document it does not have any current or former ties with any of the properties contained within, adjoining, or potentially affecting the work.

The Engineer will require up to 21 calendar days for review of the RSPCP. The review may involve rejection or revision and resubmittal; in which case, an additional 21 days will be required for each subsequent review. Work shall not commence until the RSPCP has been approved by the Engineer. After approval, the RSPCP shall be revised as necessary to reflect changed conditions in the field and documented using BDE 2730A "Regulated Substances Pre-Construction Plan (RSPCP) Addendum" and submitted to the Engineer for approval.

CONSTRUCTION REQUIREMENTS

669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities at the contract specific work areas. As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 "Regulated Substances Monitoring Daily Record (RSMDR)".

- (a) **Environmental Observation.** Prior to beginning excavation, the Contractor shall mark the limits of the contract specific work areas. Once work begins, the monitoring personnel shall be present on-site continuously during the excavation and loading of material.
- (b) **Field Screening.** Field screening shall be performed during the excavation and loading of material from the contract specific work areas, except for material classified according to Article 669.05(b)(1) or 669.05(c) where field screening is not required.

Field screening shall be performed with either a photoionization detector (PID) (minimum 10.6eV lamp) or a flame ionization detector (FID), and other equipment as appropriate, to monitor for potential contaminants associated with regulated substances. The PID or FID shall be calibrated on-site, and background level readings taken and recorded daily, and as field and weather conditions change. Field screen readings on the PID or FID in excess of background levels indicates the potential presence of regulated substances requiring handling as a non-special waste, special waste, or hazardous waste. PID or FID readings may be used as the basis of increasing the limits of removal with the approval of the Engineer but shall in no case be used to decrease the limits.

669.05 Regulated Substances Management and Disposal. The management and disposal of soil and/or groundwater containing regulated substances shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in soil established pursuant to Subpart F of 35 Ill. Adm. Code 1100.605, the soil shall be managed as follows:
 - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC, but still considered within area background levels by the Engineer, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable. If the soils cannot be utilized within the right-of-way, they shall be managed and disposed of at a landfill as a non-special waste.
 - (2) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County identified in 35 Ill. Admin. Code 742 Appendix A. Table G, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of at a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation (USFO) within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (5) When the Engineer determines soil cannot be managed according to Articles 669.05(a)(1) through (a)(4) above and the materials do not contain special waste or hazardous waste, as determined by the Engineer, the soil shall be managed and disposed of at a landfill as a non-special waste.
 - (6) When analytical results indicate soil is hazardous by characteristic or listing pursuant to 35 Ill. Admin. Code 721, contains radiological constituents, or the Engineer otherwise determines the soil cannot be managed according to Articles 669.05(a)(1)

through (a)(5) above, the soil shall be managed and disposed of off-site as a special waste or hazardous waste as applicable.

(b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO for any of the following reasons.

(1) The pH of the soil is less than 6.25 or greater than 9.0.

(2) The soil exhibited PID or FID readings in excess of background levels.

(c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed Tiered Approach to Corrective Action Objectives (TACO) Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 Ill. Admin. Code 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO.

(d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Ill. Admin. Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste or hazardous waste as applicable. Special waste groundwater shall be containerized and trucked to an off-site treatment facility, or may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority. Groundwater discharged to a sanitary sewer or combined sewer shall be pre-treated to remove particulates and measured with a calibrated flow meter to comply with applicable discharge limits. A copy of the permit shall be provided to the Engineer prior to discharging groundwater to the sanitary sewer or combined sewer.

Groundwater encountered within trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench, it may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority, or it shall be containerized and trucked to an off-site treatment facility as a special waste or hazardous waste. The Contractor is prohibited from discharging groundwater within the trench through a storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive

soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.

The Contractor shall use due care when transferring contaminated material from the area of origin to the transporter. Should releases of contaminated material to the environment occur (i.e., spillage onto the ground, etc.), the Contractor shall clean-up spilled material and place in the appropriate storage containers as previously specified. Clean-up shall include, but not be limited to, sampling beneath the material staging area to determine complete removal of the spilled material.

The Contractor shall provide engineered barriers, when required, and shall include materials sufficient to completely line excavation surfaces, including sloped surfaces, bottoms, and sidewall faces, within the areas designated for protection.

The Contractor shall obtain all documentation including any permits and/or licenses required to transport the material containing regulated substances to the disposal facility. The Contractor shall coordinate with the Engineer on the completion of all documentation. The Contractor shall make all arrangements for collection and analysis of landfill acceptance testing. The Contractor shall coordinate waste disposal approvals with the disposal facility.

The Contractor shall provide the Engineer with all transport-related documentation within two days of transport or receipt of said document(s). For management of special or hazardous waste, the Contractor shall provide the Engineer with documentation that the Contractor is operating with a valid Illinois special waste transporter permit at least two weeks before transporting the first load of contaminated material.

Transportation and disposal of material classified according to Article 669.05(a)(5) or 669.05(a)(6) shall be completed each day so that none of the material remains on-site by the close of business, except when temporary staging has been approved.

Any waste generated as a special or hazardous waste from a non-fixed facility shall be manifested off-site using the Department's county generator number provided by the Bureau of Design and Environment. An authorized representative of the Department shall sign all manifests for the disposal of the contaminated material and confirm the Contractor's transported volume. Any waste generated as a non-special waste may be managed off-site without a manifest, a special waste transporter, or a generator number.

The Contractor shall select a landfill permitted for disposal of the contaminant within the State of Illinois. The Department will review and approve or reject the facility proposed by the Contractor to use as a landfill. The Contractor shall verify whether the selected disposal facility is compliant with those applicable standards as mandated by their permit and whether the disposal facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected landfill shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.

669.06 Non-Special Waste Certification. An authorized representative of the Department shall sign and date all non-special waste certifications. The Contractor shall be responsible for providing the Engineer with the required information that will allow the Engineer to certify the waste is not a special waste.

(a) Definition. A waste is considered a non-special waste as long as it is not:

- (1) a potentially infectious medical waste;
- (2) a hazardous waste as defined in 35 Ill. Admin. Code 721;
- (3) an industrial process waste or pollution control waste that contains liquids, as determined using the paint filter test set forth in subdivision (3)(A) of subsection (m) of 35 Ill. Admin. Code 811.107;
- (4) a regulated asbestos-containing waste material, as defined under the National Emission Standards for Hazardous Air Pollutants in 40 CFR Part 61.141;
- (5) a material containing polychlorinated biphenyls (PCB's) regulated pursuant to 40 CFR Part 761;
- (6) a material subject to the waste analysis and recordkeeping requirements of 35 Ill. Admin. Code 728.107 under land disposal restrictions of 35 Ill. Admin. Code 728;
- (7) a waste material generated by processing recyclable metals by shredding and required to be managed as a special waste under Section 22.29 of the Environmental Protection Act; or
- (8) an empty portable device or container in which a special or hazardous waste has been stored, transported, treated, disposed of, or otherwise handled.

(b) Certification Information. All information used to determine the waste is not a special waste shall be attached to the certification. The information shall include but not be limited to:

- (1) the means by which the generator has determined the waste is not a hazardous waste;
- (2) the means by which the generator has determined the waste is not a liquid;
- (3) if the waste undergoes testing, the analytic results obtained from testing, signed and dated by the person responsible for completing the analysis;
- (4) if the waste does not undergo testing, an explanation as to why no testing is needed;

- (5) a description of the process generating the waste; and
- (6) relevant material safety data sheets.

669.07 Temporary Staging. Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. Soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Temporary staging shall be accomplished within the right-of-way and the Contractor's means and methods shall be described in the approved or amended RSPCP. Staging areas shall not be located within 200 feet (61 m) of a public or private water supply well; nor within 100 feet (30 m) of sensitive environmental receptor areas, including wetlands, rivers, streams, lakes, or designated habitat zones.

The method of staging shall consist of containerization or stockpiling as applicable for the type, classification, and physical state (i.e., liquid, solid, semisolid) of the material. Materials of different classifications shall be staged separately with no mixing or co-mingling.

When containers are used, the containers and their contents shall remain intact and inaccessible to unauthorized persons until the manner of disposal is determined. The Contractor shall be responsible for all activities associated with the storage containers including, but not limited to, the procurement, transport, and labeling of the containers. The Contractor shall not use a storage container if visual inspection of the container reveals the presence of free liquids or other substances that could cause the waste to be reclassified as a hazardous or special waste.

When stockpiles are used, they shall be covered with a minimum 20-mil plastic sheeting or tarps secured using weights or tie-downs. Perimeter berms or diversionary trenches shall be provided to contain and collect for disposal any water that drains from the soil. Stockpiles shall be managed to prevent or reduce potential dust generation.

When staging non-special waste, special waste, or hazardous waste, the following additional requirements shall apply:

- (a) **Non-Special Waste.** When stockpiling soil classified according to Article 669.05(a)(1) or 669.05(a)(5), an impermeable surface barrier between the materials and the ground surface shall be installed. The impermeable barrier shall consist of a minimum 20-mil plastic liner material and the surface of the stockpile area shall be clean and free of debris prior to placement of the liner. Measures shall also be taken to limit or discourage access to the staging area.
- (b) **Special Waste and Hazardous Waste.** Soil classified according to Article 669.05(a)(6) shall not be stockpiled but shall be containerized immediately upon generation in containers, tanks or containment buildings as defined by RCRA, Toxic Substances Control

Act (TSCA), and other applicable State or local regulations and requirements, including 35 Ill. Admin. Code Part 722, Standards Applicable to Generators of Hazardous Waste.

The staging area(s) shall be enclosed (by a fence or other structure) to restrict direct access to the area, and all required regulatory identification signs applicable to a staging area containing special waste or hazardous waste shall be deployed.

Storage containers shall be placed on an all-weather gravel-packed, asphalt, or concrete surface. Containers shall be in good condition and free of leaks, large dents, or severe rusting, which may compromise containment integrity. Containers must be constructed of, or lined with, materials that will not react or be otherwise incompatible with the hazardous or special waste contents. Containers used to store liquids shall not be filled more than 80 percent of the rated capacity. Incompatible wastes shall not be placed in the same container or comingled.

All containers shall be legibly labeled and marked using pre-printed labels and permanent marker in accordance with applicable regulations, clearly showing the date of waste generation, location and/or area of waste generation, and type of waste. The Contractor shall place these identifying markings on an exterior side surface of the container.

Storage containers shall be kept closed, and storage pads covered, except when access is needed by authorized personnel.

Special waste and hazardous waste shall be transported and disposed within 90 days from the date of generation.

669.08 Underground Storage Tank Removal. For the purposes of this section, an underground storage tank (UST) includes the underground storage tank, piping, electrical controls, pump island, vent pipes and appurtenances.

Prior to removing an UST, the Engineer shall determine whether the Department is considered an "owner" or "operator" of the UST as defined by the UST regulations (41 Ill. Adm. Code Part 176). Ownership of the UST refers to the Department's owning title to the UST during storage, use or dispensing of regulated substances. The Department may be considered an "operator" of the UST if it has control of, or has responsibility for, the daily operation of the UST. The Department may however voluntarily undertake actions to remove an UST from the ground without being deemed an "operator" of the UST.

In the event the Department is deemed not to be the "owner" or "operator" of the UST, the OSFM removal permit shall reflect who was the past "owner" or "operator" of the UST. If the "owner" or "operator" cannot be determined from past UST registration documents from OSFM, then the OSFM removal permit will state the "owner" or "operator" of the UST is the Department. The Department's Office of Chief Counsel (OCC) will review all UST removal permits prior to submitting any removal permit to the OSFM. If the Department is not the "owner" or "operator" of the UST then it will not register the UST or pay any registration fee.

The Contractor shall be responsible for obtaining permits required for removing the UST, notification to the OSFM, using an OSFM certified tank contractor, removal and disposal of the UST and its contents, and preparation and submittal of the OSFM Site Assessment Report in accordance with 41 Ill. Admin. Code Part 176.330.

The Contractor shall contact the Engineer and the OSFM's office at least 72 hours prior to removal to confirm the OSFM inspector's presence during the UST removal. Removal, transport, and disposal of the UST shall be according to the applicable portions of the latest revision of the "American Petroleum Institute (API) Recommended Practice 1604".

The Contractor shall collect and analyze tank content (sludge) for disposal purposes. The Contractor shall remove as much of the regulated substance from the UST system as necessary to prevent further release into the environment. All contents within the tank shall be removed, transported and disposed of, or recycled. The tank shall be removed and rendered empty according to IEPA definition.

The Contractor shall collect soil samples from the bottom and sidewalls of the excavated area in accordance with 35 Ill. Admin. Code Part 734.210(h) after the required backfill has been removed during the initial response action, to determine the level of contamination remaining in the ground, regardless if a release is confirmed or not by the OSFM on-site inspector.

In the event the UST is designated a leaking underground storage tank (LUST) by the OSFM's inspector, or confirmation by analytical results, the Contractor shall notify the Engineer and the District Environmental Studies Unit (DESU). Upon confirmation of a release of contaminants and notifications to the Engineer and DESU, the Contractor shall report the release to the Illinois Emergency Management Agency (IEMA) (e.g., by telephone or electronic mail) and provide them with whatever information is available ("owner" or "operator" shall be stated as the past registered "owner" or "operator", or the IDOT District in which the tank is located and the DESU Manager).

The Contractor shall perform the following initial response actions if a release is indicated by the OSFM inspector:

- (a) Take immediate action to prevent any further release of the regulated substance to the environment, which may include removing, at the Engineer's discretion, and disposing of up to 4 ft (1.2 m) of the contaminated material, as measured from the outside dimension of the tank;
- (b) Identify and mitigate fire, explosion and vapor hazards;
- (c) Visually inspect any above ground releases or exposed below ground releases and prevent further migration of the released substance into surrounding soils and groundwater; and
- (d) Continue to monitor and mitigate any additional fire and safety hazards posed by vapors and free product that have migrated from the tank excavation zone and entered into subsurface structures (such as sewers or basements).

The tank excavation shall be backfilled according to applicable portions of Sections 205, 208, and 550 with a material that will compact and develop stability. All uncontaminated concrete and soil removed during tank extraction may be used to backfill the excavation, at the discretion of the Engineer.

After backfilling the excavation, the site shall be graded and cleaned.

669.09 Regulated Substances Final Construction Report. Not later than 90 days after completing this work, the Contractor shall submit a "Regulated Substances Final Construction Report (RSFCR)" to the Engineer using form BDE 2733 and required attachments. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

669.10 Method of Measurement. Non-special waste, special waste, and hazardous waste soil will be measured for payment according to Article 202.07(b) when performing earth excavation, Article 502.12(b) when excavating for structures, or by computing the volume of the trench using the maximum trench width permitted and the actual depth of the trench.

Groundwater containerized and transported off-site for management, storage, and disposal will be measured for payment in gallons (liters).

Backfill plugs will be measured in cubic yards (cubic meters) in place, except the quantity for which payment will be made shall not exceed the volume of the trench, as computed by using the maximum width of trench permitted by the Specifications and the actual depth of the trench, with a deduction for the volume of the pipe.

Engineered Barriers will be measured for payment in square yards (square meters).

669.11 Basis of Payment. The work of preparing, submitting and administering a Regulated Substances Pre-Construction Plan will be paid for at the contract lump sum price for REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN.

Regulated substances monitoring, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day, or fraction thereof to the nearest 0.5 calendar day, for REGULATED SUBSTANCES MONITORING.

The installation of engineered barriers will be paid for at the contract unit price per square yard (square meter) for ENGINEERED BARRIER.

The work of UST removal, soil excavation, soil and content sampling, the management of excavated soil and UST content, and UST disposal, will be paid for at the contract unit price per each for UNDERGROUND STORAGE TANK REMOVAL.

The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for

NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.

The transportation and disposal of groundwater from an excavation determined to be contaminated will be paid for at the contract unit price per gallon (liter) for SPECIAL WASTE GROUNDWATER DISPOSAL or HAZARDOUS WASTE GROUNDWATER DISPOSAL. When groundwater is discharged to a sanitary or combined sewer by permit, the cost will be paid for according to Article 109.05.

Backfill plugs will be paid for at the contract unit price per cubic yard (cubic meter) for BACKFILL PLUGS.

Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) will be paid for according to Article 109.04. The Department will not be responsible for any additional costs incurred, if mismanagement of the staging area, storage containers, or their contents by the Contractor results in excess cost expenditure for disposal or other material management requirements.

Payment for accumulated stormwater removal and disposal will be according to Article 109.04. Payment will only be allowed if appropriate stormwater and erosion control methods were used.

Payment for decontamination, labor, material, and equipment for monitoring areas beyond the specified areas, with the Engineer's prior written approval, will be according to Article 109.04.

When the waste material for disposal requires sampling for landfill disposal acceptance, the samples shall be analyzed for TCLP VOCs, SVOCs, RCRA metals, pH, ignitability, and paint filter test. The analysis will be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS using EPA Methods 1311 (extraction), 8260B for VOCs, 8270C for SVOCs, 6010B and 7470A for RCRA metals, 9045C for pH, 1030 for ignitability, and 9095A for paint filter.

The work of preparing, submitting and administering a Regulated Substances Final Construction Report will be paid for at the contract lump sum price REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT."

80407

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%”

80391

TRAFFIC CONTROL DEVICES - CONES (BDE)

Effective: January 1, 2019

Revise Article 701.15(a) of the Standard Specifications to read:

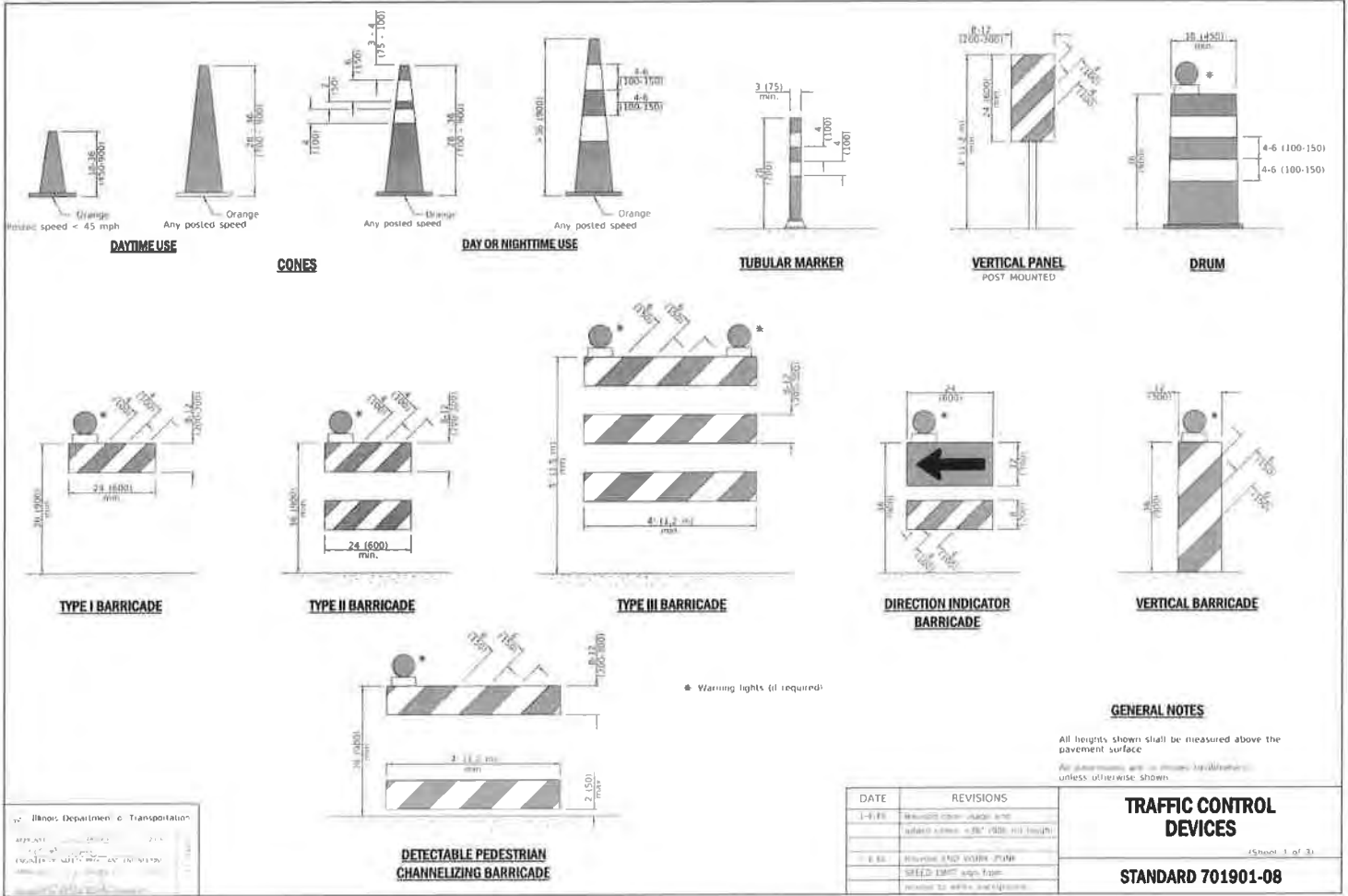
“(a) Cones. Cones are used to channelize traffic. Cones used to channelize traffic at night shall be reflectorized; however, cones shall not be used in nighttime lane closure tapers or nighttime lane shifts.”

Revise Article 1106.02(b) of the Standard Specifications to read:

“(b) Cones. Cones shall be predominantly orange. Cones used at night that are 28 to 36 in. (700 to 900 mm) in height shall have two white circumferential stripes. If non-reflective spaces are left between the stripes, the spaces shall be no more than 2 in. (50mm) in width. Cones used at night that are taller than 36 in. (900 mm) shall have a minimum of two white and two fluorescent orange alternating, circumferential stripes with the top stripe being fluorescent orange. If non-reflective spaces are left between the stripes, the spaces shall be no more than 3 in. (75 mm) in width.

The minimum weights for the various cone heights shall be 4 lb for 18 in. (2 kg for 450 mm), 7 lb for 28 in. (3 kg for 700 mm), and 10 lb for 36 in. (5 kg for 900 mm) with a minimum of 60 percent of the total weight in the base. Cones taller than 36 in. shall be weighted per the manufacturer’s specifications such that they are not moved by wind or passing traffic.”

80409

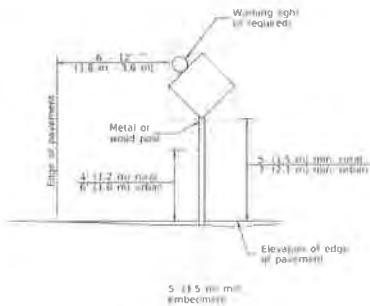


GENERAL NOTES
 All heights shown shall be measured above the pavement surface
 All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-88	Revised dimensions and added notes on top height.
8-88	Revised and added notes on speed limit sign type.

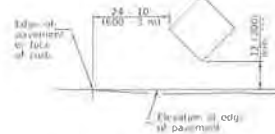
TRAFFIC CONTROL DEVICES
 (Sheet 1 of 3)
STANDARD 701901-08

Illinois Department of Transportation
 200 North LaSalle Street
 Springfield, Illinois 62762-1000
 (618) 218-1000
 www.idot.state.il.us



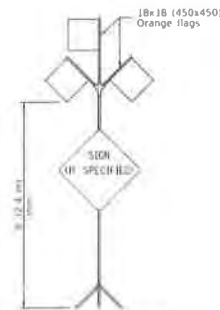
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder



SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days this dimension shall be 5 (1.5 m) min. It located behind other devices the height shall be sufficient to be seen completely above the devices.



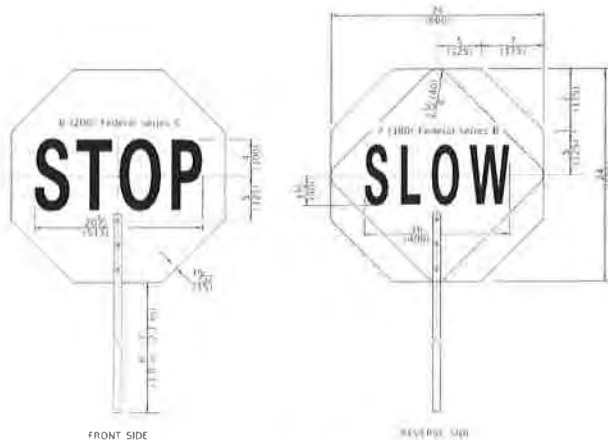
HIGH LEVEL WARNING DEVICE



W12-1103-4846

WIDTH RESTRICTION SIGN

XX-XX' width and X miles are variable



FRONT SIDE

REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

ROAD CONSTRUCTION NEXT X MILES
G20-1104(0)-6036

END CONSTRUCTION
G20-1105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m)

Dual sign displays shall be utilized on multi-lane highways

WORK LIMIT SIGNING

WORK ZONE	W21-1105(0)-3618
SPEED LIMIT XX	R2 1-3646
PHOTO ENFORCED	R10-1108p-3618 ****
DOX FINE MINIMUM	R2-1106p-3618

Sign assembly as shown on Standard II, as allowed by District Operations.

END WORK ZONE SPEED LIMIT	G20-1103-6036
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Five sign shall be used along the above sign assembly II used

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

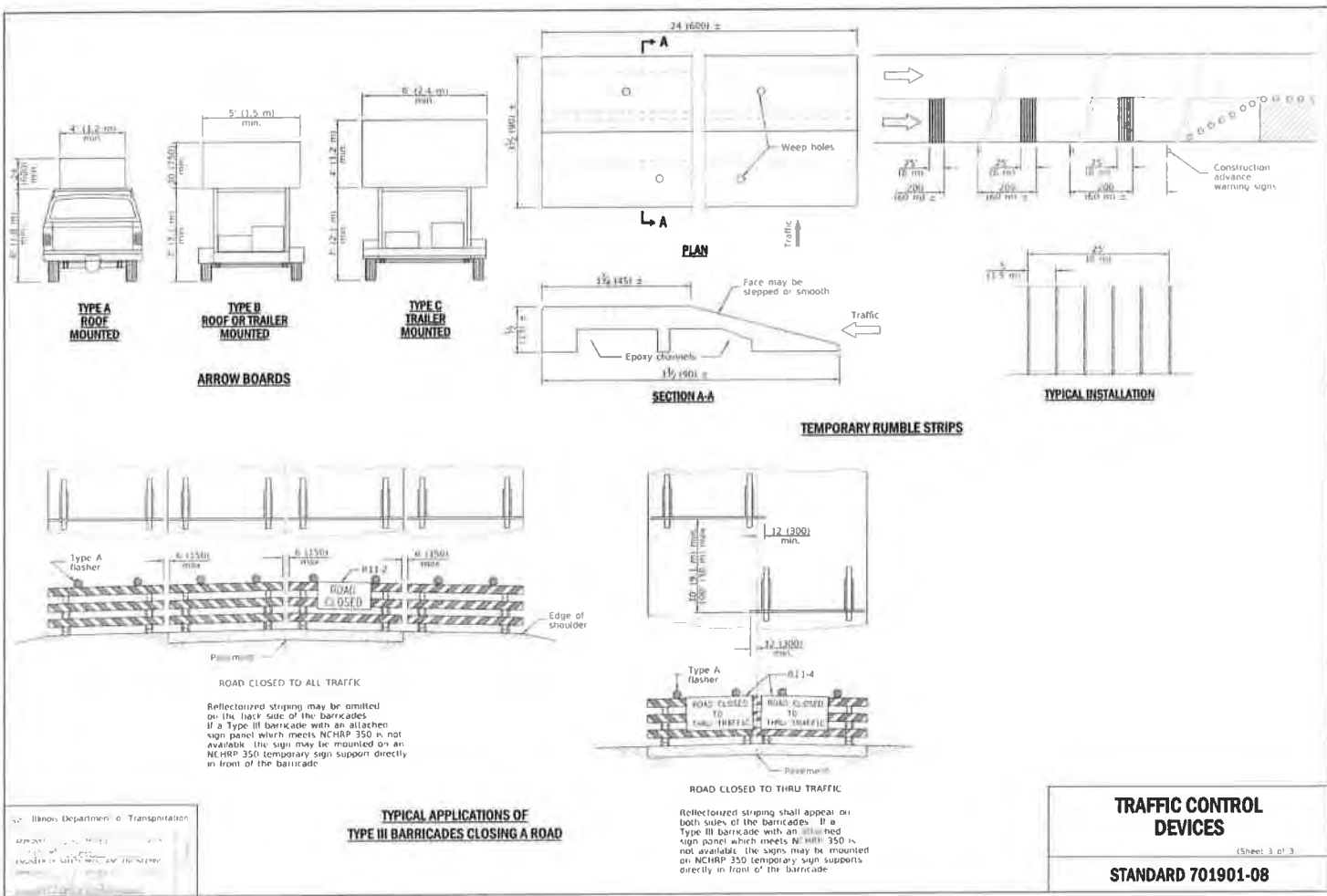
R10-1108p shall only be used along roadways under the jurisdiction of the State

TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

STANDARD 701901-08

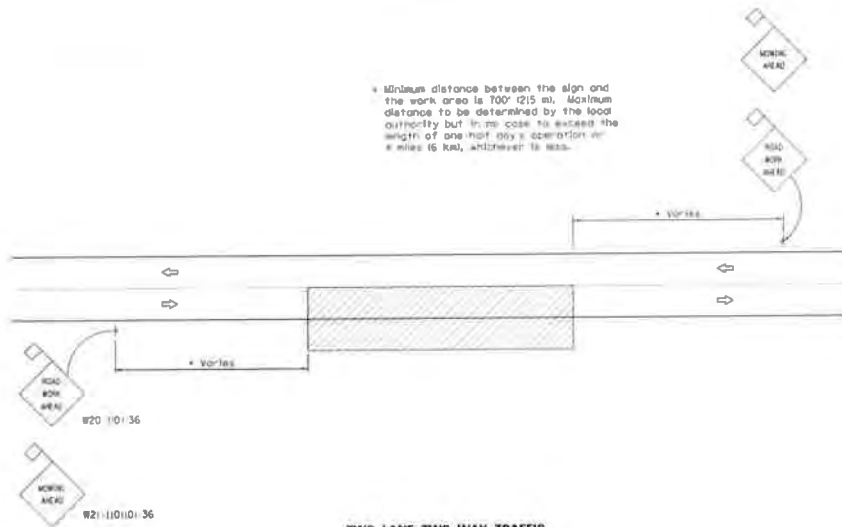
Illinois Department of Transportation
APPROVED: _____
DESIGNED BY: _____
DRAWN BY: _____



Illinois Department of Transportation
 Standard 701901-08

TRAFFIC CONTROL DEVICES
 (Sheet 3 of 3)
STANDARD 701901-08

* Minimum distance between the sign and the work area is 100' (30 m). Maximum distance to be determined by the local authority but in no case to exceed the length of one half day's operation or 1 mile (1.6 km), whichever is less.



**TWO-LANE, TWO-WAY TRAFFIC
RURAL OPERATIONS
DAY OPERATIONS ONLY**

SYMBOLS

- Work area
- Sign with 18x18 (450x450) mm, orange flag attached.

TYPICAL APPLICATIONS

- MOWING
- SPREADING AGGREGATE
- WEED SPRAYING
- SURFACE MAINTENANCE
- BITUMINOUS RESURFACING
- CRACK POURING
- SHOULDER REPAIR
- CLEANING DITCHES

GENERAL NOTES

Maintenance operations shall be confined to one traffic lane, leaving the opposite lane open to traffic. At least 500' (150 m) of both traffic lanes shall be available for traffic movement between work areas at intervals not greater than 1000' (300 m).

When operations are on the pavement and stationary or moving at a speed less than 4 mph (6 km/h), a ONE LANE AHEAD, or other appropriate sign, shall be installed in each direction between the ROAD WORK AHEAD sign and the work area. The distance between this sign and the work area shall be a minimum of 400' (120 m) but in no case to exceed the length of one-half day's operation or 4 miles (6 km), whichever is less. The distance between the two signs shall be approximately 400' (120 m).

All signs are to be removed at completion of the day's operation.

Any unattended obstacle, excavation, or pavement drop off greater than 3 (ITS) in the work area shall be protected by Type I or Type II barricades with flashing lights.

Longitudinal dimensions may be adjusted slightly to fit field conditions.

All vehicles, equipment, men, and their activities are restricted at all times to one side of the pavement.

Flashing lights or rotating beacons are required for all maintenance vehicles while in operation.

Applicable operations illustrated in Standard T01301 may be used when operations do not exceed 15 minutes on the pavement or 60 minutes on the shoulder respectively.

All warning signs shall have minimum dimensions of 36x36 (900x900) and have black legend on an orange reflectorized background.

When fluorescent signs are used, orange flags are not required.

This case is for use on rural local roads where the local authority considers this protection to be appropriate for the specific job conditions.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
	5 Corrected RMA sign number.

**TRAFFIC CONTROL DEVICES-
DAY LABOR MAINTENANCE**

STANDARD B.L.R. 18-6

Illinois Department of Transportation

Tabulation of Bids (page 1 of 1)

NON-RESPONSIBLE
BIDDER PER
LIMESTONE TWP

County <u>PEORIA</u>	Date <u>3/9/2021</u>	Name and Address of Bidders	RECOMMENDED BIDDER	R.A. CULLINAN & SON, INC. P.O. BOX 166 TREMONT, IL 61568	TAZEWELL COUNTY ASPH 23497 RIDGE RD EAST PEORIA, IL 61611
Municipality or Road District <u>LIMESTONE</u>	Time <u>9:00 A.M.</u>				
Section <u>21-09000-00-GM</u>	Appropriation \$ _____				
Estimate \$ <u>276,165.00</u>	Attended by <u>PATRICK MEYER-PNMAI</u>				
VOB-RICK ALLINDER, CINDI STAFFORD		Approved Engineer's Estimate	BID BOND	BID BOND	BID BOND
Proposal Guarantee _____					
Terms _____					

Item No. or Group	Items	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
PFEIFFER	P LB MM IL-4.75 N50		TON	140	175.00	24,500.00	150.00	21,000.00	158.99	22,258.60	200.00	28,000.00
	P HMA SC C N50		TON	372	135.00	50,220.00	135.00	50,220.00	134.82	50,153.04	160.00	59,520.00
	BIT MATLS PR CT		GAL	166	6.00	996.00	5.00	830.00	10.79	1,791.14	10.00	1,660.00
	AGG SHLDRS		TON	99	90.00	8,910.00	50.00	4,950.00	96.91	9,594.09	150.00	14,850.00
	BIT SURF REM BJ		SQ YD	12	26.00	312.00	25.00	300.00	23.71	284.52	25.00	300.00
	BIT SURF REM AREA		SQ YD	3,322	6.00	19,932.00	7.00	23,254.00	5.13	17,041.86	8.45	28,070.90
	PAVT MK 4 W POLY		FT	2,600	1.00	2,600.00	2.25	5,850.00	2.36	6,136.00	2.50	6,500.00
	PAVT MK 4 Y POLY		FT	2,600	1.00	2,600.00	2.25	5,850.00	2.36	6,136.00	2.50	6,500.00
MIDDLE RD	P HMA SC C N50		TON	580	135.00	78,300.00	135.00	78,300.00	123.65	71,717.00	147.00	85,260.00
	BIT MATLS PR CT		GAL	518	6.00	3,108.00	5.00	2,590.00	6.46	3,346.28	6.30	3,263.40
	AGG SHLDRS		TON	177	90.00	15,930.00	50.00	8,850.00	75.68	13,395.36	120.50	21,328.50
	BIT SURF REM BJ		SQ YD	12	26.00	312.00	25.00	300.00	94.81	1,137.72	50.00	600.00
	P HMA LB MM C N50		TON	507	135.00	68,445.00	135.00	68,445.00	130.22	66,021.54	149.20	75,644.40
Total Bid						276,165.00		270,739.00		269,013.15		331,497.20
As read						276,165.00		270,739.00		269,013.15		331,497.20
As corrected						276,165.00		270,739.00		269,013.15		331,497.20

THIS PAGE ONLY →

Total for all of the recommended components=	33.79 per sq yd	PFEIFFER
Total for all of the recommended components=	30.61 per sq yd	MIDDLE RD

April 28, 2021

Amy McLaren
Peoria County Engineer
6915 W Plank Rd.
Peoria, Illinois 61604

RE: Limestone Township Road Commissioner -- Pfeiffer Rd. Overlay Contract

Dear Ms. McLaren,

This letter is in response to your inquiry as to the Limestone Township Road Commissioner's reasons for awarding the Pfeiffer Road Overlay Contract to Advanced Asphalt – the second lowest bidder for the public contract. Illinois law makes clear that contracts let by competitive bidding must be awarded to the “lowest responsible bidder,” however the criteria for determining “lowest responsible bidder” encompasses more than the bottom-line contract price. Instead, Illinois courts have defined the criteria for “lowest responsible bidder” to include the ability of the contractor to discharge the obligations of the proposed contract in accordance with what might be expected or demanded under the terms of the contract. Absent fraud or favoritism, public officials have a significant amount of discretion in awarding public works contracts to contractors they believe to be the “lowest responsible bidder” for the project.

For this particular contract, the Township Road District received three separate bid proposals: one from R.A. Cullinan & Son (hereinafter “Cullinan”) in the amount of **\$269,013.15**; one from Advanced Asphalt Co. (hereinafter “Advanced”) in the amount of **\$270,739.00**; and one from Tazewell County Asphalt (hereinafter “TCA”) in the amount of **\$331,497.20**. With the bid proposal from TCA being substantially higher than those from Cullinan and Advanced, I determined that it would be in the best interest of the Township Road District to award the contract to either Cullinan or Advanced. Based on my prior experiences with these two contractors, and for the reasons stated below, I made a discretionary decision that Advanced was the lowest responsible bidder.

One factor that weighed on my decision to award the contract to Advanced was the burden on the taxpayers for the Limestone Township Road District. The bottom-line price differential between the bids from Cullinan and Advanced is \$1,725.85, with Advanced's bid exceeding Cullinan's by this amount. This amount represents only about 0.6% of the overall contract price which I believe to be of minimal significance and is outweighed by legitimate concerns related to awarding the contract to Cullinan. For one, Cullinan was recently awarded a contract for improvements on Dietrich Lane, said work being completed in the Fall of 2019. However, Cullinan's work on Dietrich Lane was shown to be defective once warmer weather presented itself, and additional repairs are now required to cure those defects. Specifically, during the warmer months there is visible oil bleeding through the pavement on Dietrich Lane (see attached photos). Additionally, the burden of this additional repair work appears to be on the Township. While the accompanying

bid packet and State of Illinois Special Provisions for the Dietrich Lane project provided for Cullinan to supply a two-year warranty on all completed work, Cullinan altered the proposal by disclaiming all warranties on the work through a handwritten note on only one of the various signature pages of the bid proposal (BLR 12200, Page 6 of 6) and this alteration went unnoticed. Additional Township Road District funds will now need to be expended to cure the defective work on Dietrich Lane, and the taxpayers will ultimately bear this burden. Finally, the State of Illinois Special Provisions attached to Cullinan's bid proposal for the Dietrich Lane project stated that "[a]ll improvements will be completed in a manner to . . . 'function' properly in the manner that was intended." (State of Illinois Special Provisions, pg. 2 of 9). After conferring with the Consulting Engineer for the Road District, I do not believe the improvements to Dietrich Lane are functioning properly in the manner that was intended.

Based on Cullinan's previous work on Dietrich Lane, I have reason to believe that awarding the Pfeiffer Road Overlay Contract to Cullinan would similarly result in defects that may ultimately be the responsibility of the Township Road District. And if this were to happen, the cost of repairs will almost certainly exceed the additional \$1,725.85 that it would cost to award the contract to Advanced. Moreover, Advanced has done road work for the Township Road District in the past and I feel such work was completed satisfactorily.

Prior to making the decision to award the Pfeiffer Road Overlay Contract to Advanced, I met with Cullinan representatives in 2020 once the oil bleeding was identified, but no resolution was reached at that time. Instead, Cullinan advised that any repairs would be the Township Road District's obligation. Later, I again afforded Cullinan an opportunity to reach an agreement with the Township to repair the defects on Dietrich Lane. I sent my agents to meet with representatives of Cullinan on-site at Dietrich Lane in April of 2021 to discuss the necessary repairs and attempt to work out a resolution. I did receive a proposal from Cullinan for the repairs, but in my opinion this proposal was unsatisfactory and insufficient to make the Township Road District whole.

Based on my experiences with Cullinan and Advanced, as well as the prior contract alteration disclaiming all warranties and the minor price differential between the proposals from these two bidders, I determined that the lowest *responsible* bidder is Advanced. In essence, in my discretion as Road Commissioner, I determined that Advanced has the greatest ability to discharge its obligations in accordance with what is expected or demanded pursuant to the terms of the contract.

If additional information is needed, please do not hesitate to contact me.

Sincerely,



Rick Allinder, Limestone Township
Road Commissioner







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

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

RE: LIMESTONE TOWNSHIP BIDS FOR OVERLAY (TOWNSHIP MOTOR FUEL TAX)

RESOLUTION

WHEREAS, Limestone Township solicited bids to use their Township Motor Fuel Tax (TMFT) funds for overlaying township roads, designated as Section Number 21-09000-00-GM; and

WHEREAS, on March 9, 2021, bids were received for the Limestone Township Motor Fuel Tax funded overlay of township roads project; and

WHEREAS, Advanced Asphalt, located in Princeton, Illinois submitted the lowest responsible bid.

NOW THEREFORE BE IT RESOLVED that the bid received from Advanced Asphalt, located in Princeton, Illinois for the Limestone Township Motor Fuel Tax overlay project be accepted; and

BE IT FURTHER RESOLVED, that \$270,739.00 be appropriated from the Township Motor Fuel Tax Fund for construction the above listed section; and

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

Respectfully Submitted,
Infrastructure Committee



PEORIA COUNTY BOARD APPOINTMENTS

June 10, 2021

Subject to Change

Board of Health

(Length of Term: 3 years)

Francesca Armmer

808 E. Corrington Avenue

Peoria IL 61603

Expiring: 6/30/2024

James Davis

563 E. High Point Rd.

Peoria IL 61614

Expiring: 6/30/2024

Michael Kennedy

6718 N. Switzer

Brimfield IL 61517

Expiring: 6/30/2024

Samuel Duren

6421 N. Oakbrook Ct.

Peoria IL 61614

Expiring: 6/30/2024

Sokonie Reed

2911 W. Rohmann Avenue

West Peoria IL 61604

Expiring: 6/30/2024

Care and Treatment Board

(Length of Term: 3 years)

Alyssa Herman

4203 S. Lake Camelot Dr.

Mapleton IL 61547

Expiring: 6/30/2024

Andrew Edwards

1425 N. Douglas

Peoria IL 61606

Expiring: 6/30/2024

Maple Ridge Cemetery Association

(Length of Term: 6 years)

Marcella Stetler

9324 S Hillside Lane

Bartonville IL 61607-9522

Expiring: 6/30/2027

Richard Gebhardt

2928 N. Renwood Road

Peoria IL 61614

Expiring: 6/30/2027

Pleasant Valley Public Water District

(Length of Term: 5 years)

Jim Kosner

1325 N. Country Lane

Peoria, IL 61604

Expiring: 5/4/2026

Replaces: Dave Schafer

Timber-Hollis Fire Protection District

(Length of Term: 3 years)

Damon Spenny

7901 S. Hanna City-Glasford Rd.

Glasford, IL 61533

Expiring: 5/6/2024

Tri County Regional Planning Commission

(Length of Term: 1 year)

Andrew Rand

1230 W. Moss Ave.

Peoria, IL 61606

Expiring: 6/30/2022

Zoning Board of Appeals

(Length of Term: 5 years)

Greg Fletcher

3113 E. Cedar Hills Drive

Chillicothe IL 61523

Expiring: 6/1/2026

Peoria City County Racial Justice and Equity Commission

Last	First	Address	City	State	Zip
Steering Committee:					
Bertschy	Timothy	722 W Bennett Ct	Dunlap	IL	61525 Co-Chair
Peterson	Mary	2002 W Newman Parkway Side A	Peoria	IL	61604 Co-Chair
Bolden	Angela	2015 W Delray Drive	Peoria	IL	61614
Brown	Charles	215 W Columbia Terrace	Peoria	IL	61606
Chapai	Mary	2905 W Marquette St	Peoria	IL	61605
Dunigan	Robert	123 SW Jefferson Ave #E3C	Peoria	IL	61602
Garza Whitby	Raeann	1818 n Indiana	Peoria	IL	61604
Green	Angela	706 W Spring Hollow Ln	Peoria	IL	61605
Gunn	Joshua	2403 W. Pinnacle Dr.	Peoria	IL	61525
Issa-Ghantous	Julia	2328 W. Augusta Drive	Dunlap	IL	61525
Johnson	Jim	12064 N Hickory Grove Rd	Dunlap	IL	61525
Lavender	Micah	505 W Collingwood Cir	Peoria	IL	61614
Mitchell	Chuck	11017 N. Buckskin Court	Peoria	IL	61615
Murphy	Mike	422 E High Point Drive	Peoria	IL	61614
Na'Allah	Rasheedah	10733 North Trail View Dr	Dunlap	IL	61525
Orear	Pam	618 W. Ravinwoods Rd.	Peoria	IL	61615
Robinson	Abraim	2900 N AVALON PL	Peoria	IL	61604
Wright	Jonathan	1304 W Parkside Drive	Peoria	IL	61606
Wright-Hulett	Bradley	6921 W Lancaster Rd	Peoria	IL	61607
Young	Angela	8315 W Smithville Rd.	Peoria	IL	61607
Justice Sub-Committee:					
O'Neal	Susan	718 W Melbourne Avenue	Peoria	IL	61604 Co-Chair
Parker	Derrick	10913 N Highcrest Lane	Dunlap	IL	61525 Co-Chair
Aguilera	LaVetta	2306 W. Laura Ave.	Peoria	IL	61604
Allen	Corey	1832 N Atlantic Ave	Peoria	IL	61603
Allen-Walker	Pachounce'	907 W. Loire Ct. #203	Peoria	IL	61614
Barclay	Peter	312 E. High Point Lane	Peoria	IL	61614
Crow	Sandra	3005 N. Easton Place	Peoria	IL	61604
Donna	Crowder	3602 North Kingston DriveUnit 24	Peoria	IL	61604
Dudley	Sandra	1317 E Glen Avenue	Peoria	IL	61616
Evans	Talisha	205 N. Kickapoo Terrace	Peoria	IL	61604
Gill	Emily	6322 N Imperial Dr	Peoria	IL	61614
Godhigh	M. Catherine	5718 West Fairview Road	Peoria	IL	61607
Katz	Barb	1201 N Elmwood ave	Peoria	IL	61606
Keffler	Jennifer	3412 W. Brenwick Drive	Peoria	IL	61614
Malcolm	Omar	11414 N. Joseph St.	Dunlap	IL	61525
Morris	Jennifer	3813 W Crimson Rd	Dunlap	IL	61525
Ordaz	William	1525 NE Madison Avenue	Peoria	IL	61603
Owens	Marcola	2706 W Eugenia Ave	Peoria	IL	61615
Runyon	Rebecca	1508 W Blackberry Ln	Peoria	IL	61615
Welch-Farrell	Jennifer	3805 W WARWICK DR	Peoria	IL	61615
Economic Development and Jobs Sub-Committee:					
McFarland-Drye	Nia	3520 W Elmwood CT	Peoria	IL	61615 Co-Chair
Oest	Brent	1020 S. Matthew	Peoria	IL	61605 Co-Chair
Allen	Shawn	3624 W Castile Ct	Peoria	IL	61615
Christian	Erik	800 W. Singing Woods Road	Edelstein	IL	61526
Ellis	Patricia K	3356 W Lexington CtDay	Peoria	IL	61615
Griffin	Doris	2411 W. Garden Street	Peoria	IL	61605
Gruber	Brian	1419 W Moss Ave	Peoria	IL	61606

Peoria City County Racial Justice and Equity Commission

Last	First	Address	City	State	Zip
Hayes	Destiny	1322 w Kenwick In	Peoria	IL	61614
Jenkins	Jonathan	141 West Northgate Road	Peoria	IL	61614
McCoy	James	4502 w. Bridalwood Dr.	Peoria	IL	61615
Nachtrieb	Paula	8610 N Parkgrove Ct	Edwards	IL	61528
Pelger	Tom	5312 N Weaver Ridge Blvd	Peoria	IL	61615
Ruffin	Ronald	411 East Forrest Hill Avenue	Peoria	IL	61603
Seghetti	Michael	5807 N Briarwood Ln	Peoria	IL	61614
Setti	Chris	1402 W. Parkside Drive	Peoria	IL	61606
Watkins	Jacqueline	125 SW Jefferson Ave, Ste 248	Peoria	IL	61602
Watkins	Kenten	2507 w starr	Peoria	IL	61695
Woods	Marilyn	1205 N Elmwood Avenue	Peoria	IL	61606
Zagardo	Janice	511 W. Thousand Oaks Dr.	Peoria	IL	61615
Zika	Ken	2319 w Chandler ct.	Peoria	IL	61615

Child and Youth Development Sub-Committee:

Gibson	Gigi	4004 W Richards Way	Peoria	IL	61615 Co-Chair
Uddavolu	Anupama	3122 W Boulder Pt Ct	Dunlap	IL	61525 Co-Chair
Abouhouli	May	3202 w summerbend ct	Peoria	IL	61615
Bedi	Krishan	6006 W Ridgecrest Circle	Peoria	IL	61615
Bragg	Stephanie	511 N Spring Aire Ct	Peoria	IL	61605
Brown	Bianca	215 W Columbia Terrace	Peoria	IL	61606
Bryant	Bernard	2103 E Harvard	Peoria	IL	60614
Burch	Shalandra	1620 NE Jefferson	Peoria	IL	61611
Fant	Tonya	5500 Barberry ct	edwards	IL	61528
Henry	Nikole	2609 W Whittington Way	Dunlap	IL	61525
Lee	Courtney	6505 N Talisman Ter.	Peoria	IL	61615
Lee	Christian	6207 W. Red Cedar Ln	Edwards	IL	61528
Miner	Charles	2123 W Sherman Ave	West Peoria	IL	61604
Morris	Dearl E. "Skip"	10403 North Harvest Court	Peoria	IL	61615
Parker-Frakes	Dawn	1108 W. Aberdeen	Peoria	IL	61615
Rainey	Teri	7019 N Ironwood Drive	Edwards	IL	61528
Reinking	Anni	5508 N Pepperwood Ct	Peoria	IL	61615
Romain	Nikki	1919 N. Sheridan Rd	Peoria	IL	61604
Stockham	Kristie	100 Walnut St Apt 312	Peoria	IL	61602
Whitlatch	Ashley	5824 N. Hamilton Rd.	Peoria	IL	61614

Quality Housing Sub-Committee:

Diaz	Andres	1331 NE Perry	Peoria	IL	61603 Co-Chair
Peoples	Marcus	2609 West Whittington Way	Dunlap	IL	61525 Co-Chair
Avery	Debra	500 W. Maywood Avenue	Peoria	IL	61604
Brown	Latoya	1104 W Nebraska Ave	Peoria	IL	61604
Harris	Alicia	610 East Embert Place	Peoria	IL	61603
Henry	Donny	316 SW Washington St. Apt 601	Peoria	IL	61602
Hopkins	Adam	1120 W Nowland Ave	Peoria	IL	61604
Johnson	Jim	12064 N Hickory Grove Rd	Dunlap	IL	61525
Lewis-Wimbley	Irene	3018 W Marquette	Peoria	IL	61605
Little	Benny	1409 W McClure Ave	Peoria	IL	61604
Lowe	Fai	914 W Columbia Ter	Peoria	IL	61606
Parks	Roberta	401 SW Water #802	Peoria	IL	61602
Poindexter	Shataqua	601 SW Romeo B Garrett Ave apt 6202	Peoria	IL	61605
Rencher	Jerricka	503 s. Linden street	Peoria	IL	61605
Robertson	DezMoniquie	610 E Forrest Hill Ave	Peoria	IL	61603
Timmes	Valerie	1423 W. Cimarron Dr.	Peoria	IL	61614

Peoria City County Racial Justice and Equity Commission

Last	First	Address	City	State	Zip
Uhlenhopp	Brian	701 NE Monroe St	Peoria	IL	61603
Velpula	Kiran	11337 N Columbine Dr	Dunlap	IL	61525
Wresinski	Krista	5507 N Plaza Dr	Peoria	IL	61614

Quality Housing Sub-Committee:

Armmer	Francesca	808 E. Corrington Ave.	Peoria	IL	61603	Co-Chair
Robertson	Nicole	2248 W Augusta Dr	Dunlap	IL	61525	Co-Chair
Banks	Tamia	6916 N Rockvale Dr	Peoria	IL	61614	
Carnes	Ethan	2818 N. Fox Point Drive	Peoria	IL	61614	
Carter	La'Shay	PO Box 6516	Peoria	IL	61601	
Cassidy	Terry	169 East Oak Cliff Ct. Apt.107	Peoria	IL	61614	
Evans	Shacorrah	5705 Stonewood Ct	Peoria	IL	61615	
Ford	Mariama	2307 W Kellogg Ave	West Peoria	IL	61604	
Gordon-Young	Bernice	906 W. Stratford Drive	Peoria	IL	61614	
Hearn	Rachel	56102 W. Greenridge Ct.	Peoria	IL	61615	
Kennedy	Mike	6718 N. Switzer Road	Brimfield	IL	61517	
Macwan	Kamlesh	4120 W. Sandridge Ct	Peoria	IL	61615	
Morrow	Anne	5417 N James Rd	Peoria	IL	61615	
Murthy	Shanta	5014 W Newcastle Dr	Peoria	IL	61615	
Sewell	Carla	1811 East Terrace Court	Peoria Heights	IL	61616	
Shallat	Jaclyn	1421 W Moss AveAPT B	Peoria	IL	61606	
Slaughter	Crystal	4511 W Knoboak Dr.	Peoria	IL	61615	
Smith	Barbara	4913 S. Alaska Rd	Bartonville	IL	61607	
Wade	Chris	521 NE Rock Island Ave	Peoria	IL	61603	
Wilson	Linda	1823 S. Idaho	Peoria	IL	61605	

Transportation and Mobility Sub-Committee:

Kobak	Peter	1210 N Glenwood	Peoria	IL	61606	Co-Chair
Raspberry	Ronald	3612 N Rockwood	Peoria	IL	61604	Co-Chair
Banks	Antwaun	2810 W. Westport Rd	Peoria	IL	61615	
Bell	Jamie	1031 S.Tonti Cr.	Peoria	IL	61605	
Chess	Aaron	125 SW Jefferson Ave	Peoria	IL	61602	
Clark	Gloria	604 W. Hudson St.	Peoria	IL	61604	
Elliott	Daniel	5918 N Old Orchard Drive	Peoria	IL	61714	
Foley	Tina	917 w nowland	Peoria	IL	61604	
Ghareeb	George	11615 N Scotts Trail	Dunlap	IL	61525	
King	Lorene	1717 E Shady Oak Dr	Peoria	IL	61614	
Reddy	Anshuman	9841 N Thousand Oak Ct	Peoria	IL	61615	
Towne	Ursula	1022 W Wonderview Dr	Dunlap	IL	61525	
Troop	Douglas	2123 N Gale Ave	Peoria	IL	61604	

Information Technology Sub-Committee:

Shelton	Jamiel	1626 w Winnebago dr	Peoria	IL	61614	Co-Chair
Bastian	Jessica	5342 N. Stephen Drive	Peoria	IL	61615	
Garrett	Sean	142 E Morningside Dr	Peoria	IL	61614	
Higgins	Thomas	5408 N. Rothmere Drive	Peoria	IL	61615	
Ramoska	Robert	3608 W Castile CT	Peoria	IL	61615	
Schultz	Lisamarie	3907 N Harvard Ave	Peoria	IL	61614	
Sean	Couch	4444 W Bridalwood Dr	Peoria	IL	61615	
Sommerville	Brooke	209 W. Aspen Way	Peoria	IL	61614	
Tulasaku	Aishi	2935 W. Wessex Dr.	Peoria	IL	61615	
Wheeler	Nyrobi	4010 North Brandywine DriveApt 706	Peoria	IL	61614	

Peoria City County Racial Justice and Equity Commission

Last	First	Address	City	State	Zip
Environment and Climate Sub-Committee:					
Beverlin	Jason	2026 W. Bristol Hollow Rd	Dunlap	IL	61525 Co-Chair
Wilson	Jamila	914 N Douglas	Peoria	IL	61606 Co-Chair
Barry	Edward	100 Walnut St. Apt. 304	Peoria	IL	61602
Coates	Camille	727 W Spring Hollow Ln	Peoria	IL	61605
Drea	Thomas	821 W Meadows Pl	Peoria	IL	61604
Harant	Joyce	3914 N Donna Lane	Peoria	IL	61615
Harris Jeffries, Phd	Dawn	11217 N Oakwood Dr. #32	Peoria	IL	61615
Hidden	Ryan	1024 North Flora Avenue Apt 1	PEORIA	IL	61606
Kaptanian-Ruth	Barbara	6417 W Sommer PL	Edwards	IL	61528
Maybanks	Ashley	415 W Singing Woods Rd	Edelstein	IL	61526
Pierce	Barbara	4630 N Rosemead Dr	Peoria	IL	61614
Romeo	Mara	5012 N Renwood Ave	Peoria	IL	61614
Thomas	Jonathan	1602 W Moss Avenue	Peoria	IL	61606



**PEORIA COUNTY BOARD APPOINTMENTS
July 8, 2021**

Subject to Change

No Terms Due to Expire

AGENDA BRIEFING

COMMITTEE: Land Use
MEETING DATE: May 24, 2021

LINE ITEM: N/A
AMOUNT: N/A

ISSUE: ZBA Case #017-21-U. A Special Use request from Section 20-6.2.1.1.b of the Unified Development Ordinance. This section allows for a special use when a proposed land split does not meet the 40-acre minimum lot size in the A-1 Agricultural Preservation Zoning District. The petitioners propose to divide approximately 5 acres from an existing 40.5-acre parcel in order to separate the homestead from the agricultural use.

BACKGROUND/DISCUSSION: This case is in District #14, which is County Board member Brian Elsasser's district. The petitioners, **Mark and Paula Feucht**, request a special use in order to divide approximately 5 acres from an existing 40.5-acre parcel. The petitioners propose to create the approximately 5-acre tract in order to separate an existing homestead from the parcel's tillable acreage and then sell the homestead while maintaining ownership of the farmland. The subject parcel is located at 16815 N. Slane Road in the Southeast Quarter of Section 31 in Akron Township. There are 0 consents and 0 objections on file. The subject parcel consists of a single-family dwelling, timber, and approximately 30 acres of productive farmland. The property is zoned "A-1" Agricultural Preservation along with all surrounding parcels. Land use to the north, south, east, and west is row-crop agriculture with small sections of timber. Two existing homesites each comprising less than 5 acres are located with 0.16 miles of the subject parcel. No cropland will be taken out of production as a result of the split. The request is consistent with the surrounding area which consists of row-crop agricultural production and homesteads. The overall LESA score was 205.3 out of 300, which is a medium rating for agricultural protection. The subject parcel is served by a private well and private septic system. As the proposed split is serviced by an existing septic system, soil borings were not required during the application process. Accordingly, the Peoria City/County Health Department provided no comments as soil information was not available. The subject parcel has frontage along N. Slane Rd., a township collector road. The petitioners propose to divide an existing gravel driveway with the proposed tract of approximately 5 acres in order to maintain access to the dwelling. No new access points are proposed off N. Slane Rd. The petitioners have stated that they access the farmland from an existing drive off N. Slane Rd. and do not use the gravel driveway that connects to the house. The County Highway Department will defer to the Akron Township Road Commissioner, as N. Slane Rd. is maintained by the road district. At the writing of this report, no comments have been received from the Akron Township Road Commissioner. The Future Land Use Form Map in the Peoria County Comprehensive Land Use Plan designates this area as Agriculture Preservation. The Land Use Plan notes that the Agriculture Preservation Land Use Form is characterized by agricultural uses, farmhouses and homesteads associated with agricultural uses, and agriculturally related businesses. The request is consistent with the recommendations of the Peoria County Comprehensive Land Use Plan, as the proposed division includes an existing homestead, and the remainder of the parcel will continue to be used for agricultural production. The request is also consistent with the Peoria County Rural Areas Growth Strategy which seeks to support small scale farming uses and permit low density residential living and cluster development maintained by rural levels of service.

COUNTY BOARD GOALS:



HEALTHY VIBRANT COMMUNITIES

STAFF RECOMMENDATION: *Approval*

ZBA RECOMMENDATION: *Approval (6-0)*

COMMITTEE ACTION: *Approved (4-0)*

PREPARED BY: Taylor Armbruster, Planner I

DEPARTMENT: Planning & Zoning

DATE: May 13, 2021

REPORT TO THE ZONING BOARD OF APPEALS FOR THE MAY 13, 2021 PUBLIC HEARING

DATE: May 4, 2021

CASE/PETITIONER: 017-21-U Mark and Paula Feucht / 19015 N. Feucht Rd., Princeville, IL 61559

REQUEST: A Special Use request from Section 20-6.2.1.1.b of the Unified Development Ordinance. This section allows for a special use when a proposed land split does not meet the 40-acre minimum lot size in the A-1 Agricultural Preservation Zoning District. The petitioners propose to divide approximately 5 acres from an existing 40.5-acre parcel in order to separate the homestead from the agricultural use.

LOCATION: SE ¼, Section 31, Akron Township
16815 N. Slane Rd., Princeville, IL 61559 / Parcel ID# 03-31-400-005

LAND USE FORM: Agriculture Preservation

CURRENT ZONING: “A-1” Agricultural Preservation
PRESENT USE: Agriculture/Residential

SIZE OF SITE: 40.50 acres

SURROUNDING ZONING: North, South, East, and West: “A-1” Agricultural Preservation

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

PUBLIC SERVICES: Fire: Akron-Princeville Fire District Water: Private Well
Schools: Princeville CUSD #326 Sewer: Private Septic

TRANSPORTATION: N. Slane Rd., Township Collector Road

PERTINENT ZONING CASES ON SITE: #043-01-V

**PERTINENT ZONING CASES
IN SURROUNDING AREA:** None

**PLANNING AND ZONING
DEPARTMENT RECOMMENDATION:** *APPROVAL*

CASE ANALYSIS

REQUEST AND LOCATION: The petitioners, **Mark and Paula Feucht**, request a special use in order to divide approximately 5 acres from an existing 40.5-acre parcel. The subject parcel consists of an existing single-family dwelling, timber, and approximately 30 acres of productive farmland. The petitioners intend to create the approximately 5-acre tract in order to separate the existing homesite from the parcel's tillable acreage and then sell the homesite while maintaining ownership of the farmland. The petitioners have indicated that they intend to sell the proposed 5-acre homesite to the current renters of the existing dwelling. The subject parcel is located at 16815 N. Slane Road in the Southeast Quarter of Section 31 in Akron Township.

PERTINENT ZONING CASES ONSITE: Zoning case #043-01-V was a variance request from Section 24-6-3.E.1.b of the 1997 Zoning Ordinance which required a 40-acre minimum lot size in the "A-1" Agricultural Preservation District. The petitioner proposed to split 9 acres from the subject 40.5-acre parcel for the purpose of separating the existing farmstead from the tillable acres. This case was denied by the Zoning Board of Appeals on May 17, 2001. Chapter 20, the Unified Development Ordinance, was adopted in 2011, and land splits in the "A-1" Agricultural Preservation District now require a Special Use to be approved by the County Board. Findings of fact for Special Uses differ from the findings of fact for Variances.

PERTINENT ZONING CASES IN SURROUNDING AREA: None.

SURROUNDING ZONING AND LAND USE: The subject parcel consists of a single-family dwelling, timber, and approximately 30 acres of productive farmland. The petitioners and their son currently farm the tillable acres of the subject parcel. The property is zoned "A-1" Agricultural Preservation along with all surrounding parcels. Land use to the north, south, east, and west is row-crop agriculture with small sections of timber. An existing 1.407-acre homestead lies approximately 0.16 miles to the north of the subject parcel, and an existing 4.632-acre homestead lies approximately 0.15 miles to the south of the subject parcel. The petitioners propose to create an approximately 5-acre tract in order to separate the existing homestead from the parcel's tillable acreage and then sell the homestead while maintaining ownership of the farmland. No cropland will be taken out of production as a result of the split. The request is consistent with the surrounding area which consists of row-crop agricultural production and homesteads.

TECHNICAL ADEQUACY: Section 20-6.2.1.1.b of the Peoria County Unified Development Ordinance allows for a special use when a proposed land split does not meet the 40-acre minimum lot size in the "A-1" Agricultural Preservation Zoning District. The petitioners propose to create an approximately 5-acre tract in order to separate an existing homestead from the parcel's tillable acreage. No cropland will be taken out of production as a result of the split. A LESA was conducted on the parcel. The site scored 69.1 out of 100 for agland evaluation and 136.2 out of 200 for the site assessment component. The overall LESA score was 205.3 out of 300, which is a medium rating for agricultural protection.

ENVIRONMENTAL IMPACTS: According to the petition, the subject parcel is served by a private well and private septic system. As the proposed split is serviced by an existing septic system, soil borings were not required during the application process. Accordingly, the Peoria City/County Health Department provided no comments as soil information was not available. As the dwelling is currently served by an existing well and septic system, and the remaining acreage will continue to be farmed, the request should have negligible effects on the surrounding environment.

TRANSPORTATION IMPACTS: The subject parcel has frontage along N. Slane Rd., a Township Collector road. The existing dwelling is accessed by a gravel driveway off N. Slane Rd. Based on the petitioners' site plan, this gravel driveway would be divided off with the proposed tract of approximately 5 acres in order to maintain access to the dwelling. No new access points are proposed off N. Slane Rd. The petitioners have stated that they access the farmland from an existing drive off N. Slane Rd. and do not use the gravel driveway that connects to the

house. The 2017 IDOT traffic map does not show the number of vehicle trips for N. Slane Rd. The 8th Edition of the Trip Generation Report published by the Institute of Transportation Engineers cites an average of 9.57 vehicle trip ends per single-family detached dwelling unit on a weekday for the single-family detached housing land use. As the dwelling at the subject parcel is existing, and the remainder of the division of the subject parcel will continue to be farmed, the petitioners' request to split off approximately 5 acres in order to separate the homesite should have a minimal impact on local traffic. The County Highway Department will defer to the Akron Township Road Commissioner, as N. Slane Rd. is maintained by the road district. At the writing of this report, no comments have been received from the Akron Township Road Commissioner.

LAND USE FORM: The Future Land Use Form Map in the Peoria County Comprehensive Land Use Plan designates this area as Agriculture Preservation. The Land Use Plan notes that the Agriculture Preservation Land Use Form is characterized by agricultural uses, farmhouses and homesteads associated with agricultural uses, and agriculturally related businesses. Land Uses allowed in the Agriculture Preservation Form include Agriculture and Open Space. In the Agriculture Land Use, the Land Use Plan states that residential uses should reflect the agricultural nature of the area by locating on large lots, scattered and developed independently rather than in subdivisions, and primarily support agricultural operations. The petitioners propose to split approximately 5 acres from an existing 40.5-acre parcel in order to separate an existing homestead from productive farmland. The petitioners intend to sell the existing homestead to the current renters of the dwelling, and the remainder of the split will continue to be farmed by the petitioners' family. The parcel received an overall LESA score of 205.3 out of 300, which is a medium rating for agricultural protection. No cropland will be taken out of production. The request is consistent with the recommendations of the Peoria County Comprehensive Land Use Plan, as the proposed division includes an existing homestead, and the remainder of the parcel will continue to be used for agricultural production. The request is also consistent with the Peoria County Rural Areas Growth Strategy which seeks to support small scale farming uses and permit low density residential living and cluster development maintained by rural levels of service. The proposed division includes an existing homestead, no cropland will be taken out of production as a result of the proposed split, and the petitioners' family will continue to farm the remainder of the parcel.

C O N C L U S I O N S

CONSISTENCY WITH ADOPTED COUNTY PLAN: The request is consistent with the Peoria County Future Land Use Form map which designates this area as Agriculture Preservation. This form is characterized by agricultural uses and farmhouses and homesteads associated with agricultural uses. In the Agriculture Land Use, residential uses should reflect the agricultural nature of the area by locating on large lots, scattered and developed independently rather than in subdivisions. The subject parcel received a medium rating for agricultural protection. No cropland will be taken out of production. The proposal would allow the petitioners to split approximately 5 acres from an existing 40.5-acre parcel in order to sell an existing homesite while continuing to farm the tillable acres of the parcel.

CONSISTENCY WITH COMMUNITY CHARACTER: The request is consistent with the surrounding area which includes row-crop agricultural production and homesteads. The subject parcel consists of a single-family dwelling, timber, and approximately 30 acres of productive farmland. Surrounding land use is row-crop agriculture with small sections of timber. Two existing homesteads of less than 5 acres are located within 0.16 miles of the subject parcel. The parcel earned a LESA score of 205.3 out of 300, which is a medium rating for agricultural protection. No cropland will be taken out of production as a result of the split.

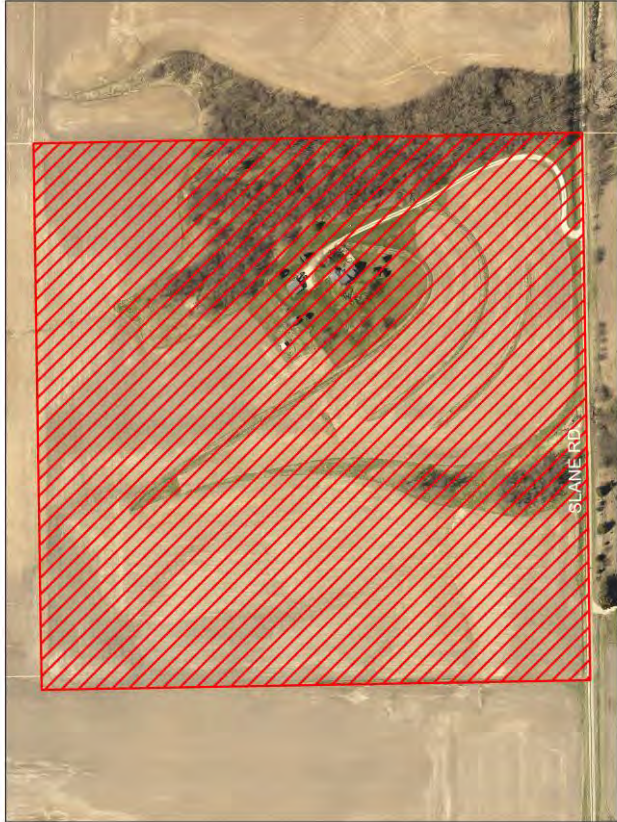
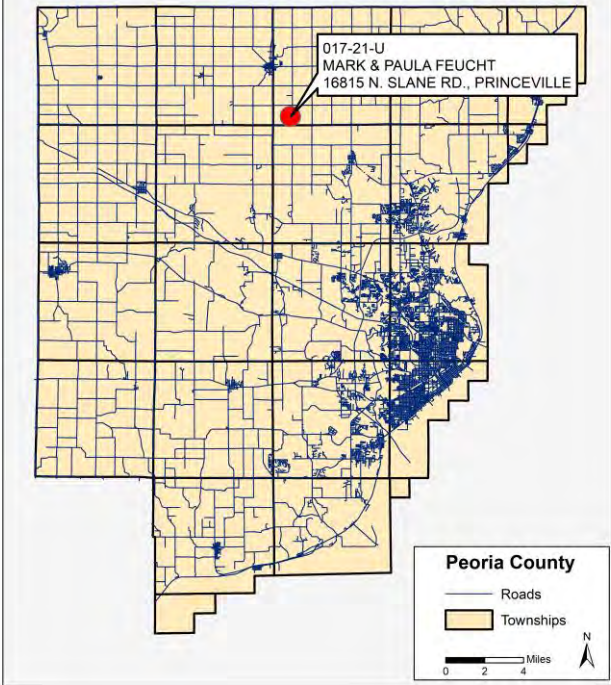
MINIMIZING ADVERSE EFFECTS: The division of approximately 5 acres from an existing 40.5-acre tract should not have an adverse effect on the surrounding area, as the proposed 5-acre tract will include an existing homesite, and the remainder of the parcel will continue to be farmed by the petitioners' family. The proposed use should not create excess noise nor negative visual effects. Any change to the transportation system should be minimal. The

petitioners propose to divide off an existing gravel driveway with the proposed tract in order to maintain access to the dwelling. No new access points are proposed off N. Slane Rd.

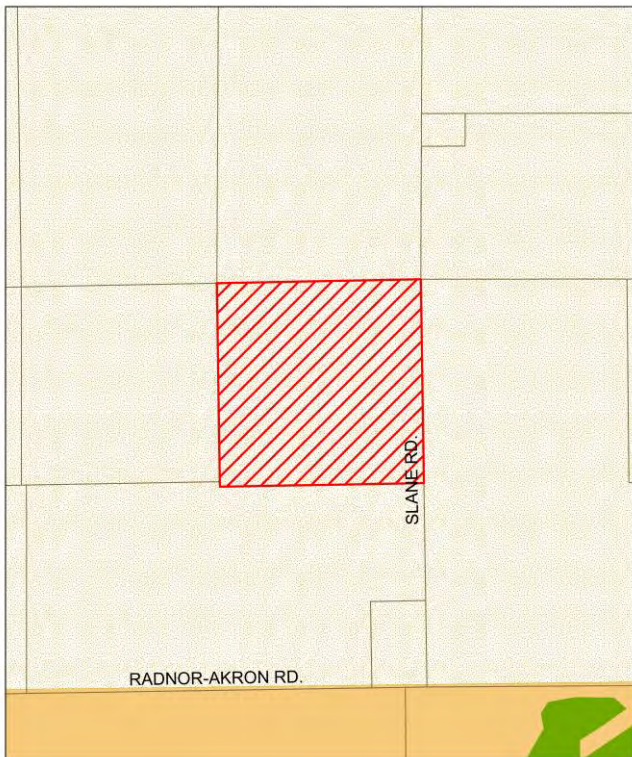
PRESENCE OF NATURAL/HISTORICAL RESOURCES: The request does not impact known natural or historical resources.

COMPLIANCE WITH ADDITIONAL STANDARDS: The proposed use will comply with additional standards for the creation of lots in the “A-1” Agricultural Preservation 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 applicants will be responsible for obtaining all required permits from the Peoria City/County Health Department and Peoria County Planning & Zoning Department.

**ZONING BOARD of APPEALS
MAY 13, 2021**



Future Land Use Form



Schricker - parcel split



RECOMMENDATION

Based on the above information, the Department recommends **approval**.

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, May 13, 2021. The meeting was called to order by Chairperson Linda O'Brien at 9:00 a.m.

PRESENT: Linda O'Brien – Chairperson, Greg Happ, Leonard Unes, Jim Bateman, Robert Asbell, J. Greg Fletcher

ABSENT: Andrew Keyt, John Harms, Justin Brown

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

Case No. 017-21-U at 9:00 a.m. Hearing to be held in room 403, of the Peoria County Courthouse, Peoria, Illinois.

Petition of **MARK AND PAULA FEUCHT, acting on their own behalf, a SPECIAL USE** request from Section 20-6.2.1.1.b of the Unified Development Ordinance. This section allows for a special use when a proposed land split does not meet the 40 acre minimum lot size in the A-1 Agricultural Preservation Zoning District. The petitioner proposes to divide 5 acres from an existing 40.5 acre parcel in order to separate the homestead from the agricultural use.

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 special use request would allow the petitioners to split approximately 5 acres from an existing 40.5-acre parcel in order to sell an existing homesite, while continuing to farm the remaining tillable acres of the parcel. No crop land will be taken out of production. The request is consistent with the Peoria County Land Use Form map which designates this area as Agricultural Preservation.

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 request is consistent with the surrounding area which includes row-crop agricultural production and homesteads. The subject parcel consists of a single-family dwelling, timber, and approximately 30 acres of productive farmland. Two

existing homesteads of less than 5 acres are located within 0.16 miles of the subject parcel. No cropland will be taken out of production as a result of the split.

3. That the design of the proposed use will minimize adverse effects, including visual impacts on adjacent properties, except for land splits in the A-2 District and individual mobile homes;
 - The division of approximately 5 acres from an existing 40.5-acre tract would not have an adverse effect on the surrounding area, as the proposed 5-acre tract will include an existing homesite, and the remainder of the parcel will continue to be farmed by the petitioners' family. The proposed use would not create excess noise nor negative visual effects. Any change to the transportation system should be minimal. The petitioners propose to divide off an existing gravel driveway with the proposed tract in order to maintain access to the dwelling. No new access points are proposed off N. Slane Rd.
4. That the development has been reviewed and approved by the Illinois Department of Natural Resources with regard to the presence of endangered species, and archaeological and/or historical resources, if applicable:
 - The request would have no impact on natural or historical resources, nor threatened or endangered species.
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; and
 - The proposed use will comply with additional standards for the creation of lots in the "A-1" Agricultural Preservation 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 applicants will be responsible for obtaining all required permits from the Peoria City/County Health Department and Peoria County Planning & Zoning Department.

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

Meeting adjourned at 10:45 a.m.

Respectfully submitted,

Sarah Cox
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, Petition of Mark and Paula Feucht.

RESOLUTION

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

WHEREAS, said ordinance requires a Special Use when a proposed land split does not meet the 40-acre minimum lot size requirement in the A-1 Agricultural Preservation Zoning District; and

WHEREAS, a hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on May 13, 2021 in Case No. 017-21-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 May 13, 2021, and voted to recommend approval of the Special Use; a copy of the ZBA's findings of fact is attached; and

WHEREAS, your Committee met on May 24, 2021 to consider the ZBA's recommendation and voted to approve the Special Use.

NOW THEREFORE BE IT ORDAINED, by the County Board of Peoria County, that the Special Use in Case No. 017-21-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: May 24, 2021

LINE ITEM: N/A
AMOUNT: N/A

ISSUE: Amendment to Chapter 12, Building & Property Maintenance Code to include adoption of the 2018 International Building Codes and the 2017 National Electrical Code.

BACKGROUND/DISCUSSION:

Attached for your consideration are proposed amendments to Chapter 12 of the Peoria County Code, the Building & Property Maintenance Code. Staff is proposing to adopt the 2018 edition of the International Code Council's I-Codes. The current adopted code is the 2012 edition. Staff is also proposing to adopt the 2017 NFPA 70: National Electrical Code (NEC). The current adopted code is the 2014 edition. A list of the codes enforced by Peoria County is as follows:

- International Building Code (IBC)
- International Residential Code (IRC)
- International Existing Building Code (IEBC)
- International Property Maintenance Code (IPMC)
- International Mechanical Code (IMC)
- International Fire Code (IFC)
- International Fuel Gas Code (IFGC)
- National Electrical Code (NEC)

Also attached is a summary of the changes from the current adopted codes to the proposed codes, highlighting the change and whether it is an added, clarified, or modified section of the code.

The purpose of adopting the above codes is to continue to ensure the safe construction of industrial, commercial and residential structures in the County, to assist in the reduction of insurance rates for property owners, and to properly address the issues associated with unsafe housing for the general public.

Planning & Zoning began working with area building departments in 2019, with a goal of all of our regional departments adopting the same code cycle for the ease of builders and homeowners. To date, the City of Peoria, Bloomington, Washington and Peoria Heights are enforcing the 2018 codes. Tazewell County and East Peoria are considering adoption later this year. Seven communities have also adopted, or plan to adopt this year, the 2017 or later addition of the National Electric Code. The proposed code amendments will be consistent with the code requirements within much of our surrounding area.

Staff has met with the Peoria Area Homebuilder's Association regarding the proposed code adoption, as well as consulting with a local Fire Protection District.

Staff has reviewed published studies which analyzed the expected cost impact of these code changes on construction practices and materials. The Home Innovation Research Lab, a subsidiary of the National Association of Home Builders, has published a report with the estimated costs of both the 2012- 2015 International Residential Code (IRC) changes, and the 2015-2018 International Residential Code changes. The study determined that a number of the code changes were found to have no cost increase, nor cost savings. The results also indicated that a number of the changes provided for alternative construction methods and were considered an improvement to the existing codes. The estimated costs of the 2015 IRC showed cost impacts ranging from a \$2,000 increase to a \$600 savings over the 2012 IRC, depending upon the type of home built. The highest cost increases were regarding sealed rooms for gas-fired furnaces and water heaters, which has already been enforced by the County due to the requirements of the Illinois Energy Code. The estimated costs of the 2018 International Residential Code changes showed modest cost impacts for most homes ranging from a minor \$100 increase to a \$600 savings over the 2015 IRC. The highest cost impacts were for homes in moderate or high-seismic regions or coastal flood zones, neither of which apply to Peoria County. The code changes do allow for more flexibility with deck requirements including allowances for single-ply beams, joist spans, and post and footing sizes, which is an improvement over prior code cycles.

Staff is proposing an effective date of July 1, 2021 for the proposed code changes. Previous submitted plans and applications will be allowed to follow the previously adopted codes.

COUNTY BOARD GOALS:



STAFF RECOMMENDATION:

Policy Decision

COMMITTEE ACTION: *Approved (4-0)*

PREPARED BY: Kathi Urban, Director

DEPARTMENT: Planning and Zoning

DATE: May 10, 2021

**CHAPTER 12 - BUILDING AND PROPERTY MAINTENANCE CODE
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Section 12-21. Amendments to ~~2012~~ 2018 International Property Maintenance Code.

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CHAPTER 12 – BUILDING AND PROPERTY MAINTENANCE CODE

ARTICLE I. IN GENERAL

Sec. 12-1. Scope

- a) This chapter and the codes adopted herein by reference shall apply in the unincorporated areas of Peoria County.
- b) This chapter and the codes adopted herein by reference shall not apply to buildings and structures used for agricultural purposes on farms including farm residences.
- c) Private sewage disposal systems shall not be subject to any of the codes adopted herein by reference, but shall be subject to the requirements of Chapter 19 of the Peoria County Code, “Sewers and Sewage Disposal Systems Onsite Wastewater Treatment Systems.”
- d) Water wells and the installation of water well pumps shall not be subject to any of the codes adopted herein by reference, but shall be subject to the requirements of Chapter 23 of the Peoria County Code, “Water Supply and Water Wells Potable Water Supplies, Water Wells, and Closed Loop Wells.”
- e) Buildings and structures located in special flood hazard areas shall be designed and constructed to meet the requirements of Chapter 20, Section 7.14, Floodplain Regulations, in addition to any requirements contained in the codes adopted herein by reference.

Sec. 12-2. Authority

This chapter is adopted pursuant to the authority granted in Section 5-1063 of the Counties Code (55 ILCS 5/5-1063) and section 47-5 of the Criminal Code of 1961 (720 ILCS 5/47-5).

Sec. 12-3. Effective date.

This chapter and the codes adopted herein by reference shall be effective as of ~~April 1, 2018~~ July 1, 2021.

Sec. 12-4. Severability and Repeal of Existing or Conflicting Chapters.

- a) Severability: If any section, provision or portion of this chapter or the codes adopted herein by reference are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this chapter and the codes adopted herein by reference shall not be affected thereby.

- b) Repeal of Existing or Conflicting Chapters: Chapter 12 of the Peoria County Code, entitled “Housing and Property Maintenance Code”, as previously adopted and amended is hereby repealed.

Sec. 12-5. Rules of Construction.

- a) The present tense includes the future tense, and vice versa.
- b) The masculine gender includes the feminine and neuter.
- c) The singular includes the plural and vice versa.
- d) The words "shall," "must," and "will," are mandatory in nature, implying an obligation or duty to comply with the particular provision.
- e) The word "may" is permissive in nature.
- f) The word “person” includes a partnership, association, firm, trust, club, institution, company or corporation as well as the individual.
- g) Any act authorized by these regulations to be carried out by a specific official or agency of the County is implicitly authorized to be carried out by a designee of such official or agency.
- h) The time within which an act is to be done shall be computed by excluding the first and including the last day; if the last day is a Saturday, Sunday or a legal holiday, that day shall be excluded.
- i) If there is any conflict between this Article I and the provisions of any code adopted herein by reference, the terms of Article I shall be controlling.

Sec. 12-6. Enforcement and Penalties.

- a) Fine. The violation of the terms of this chapter or any of the codes adopted herein by reference is hereby declared to be a petty offense, punishable by a fine not to exceed \$1,000.00. Each day that a violation is permitted to exist shall constitute a separate offense.
- b) Action by State's Attorney's Office. If any notice of violation is not complied with promptly, the Director of Planning and Zoning is authorized to request the State’s Attorney to institute the appropriate proceedings in the circuit court:

(1) To prevent the unlawful erection, construction, reconstruction, alteration, installation, repair, conversion, maintenance, or use of the building, structure or equipment;

- (2) To prevent the occupancy of the building or structure or use of equipment;
 - (3) To restrain, correct or abate the violation; or
 - (4) To prosecute any violation of the property maintenance code for which a notice to appear was written pursuant to subsection (f) below.
- c) Code Hearing Unit. As an alternative or in addition to the remedies provided for in subsection (b) above, if any notice of violation is not complied with promptly, the Director of Planning and Zoning is authorized to utilize the proceedings set forth in Chapter 2, Article V, “Code Hearings”, of the Peoria County Code.
- d) Stop Work Orders. Whenever the Director of Planning and Zoning finds any work regulated by this chapter or the codes adopted herein by reference is being performed in a manner contrary to the provisions of this chapter or the codes adopted herein by reference he is authorized to issue a stop work order.
- (1) Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work, or posted in a conspicuous location on the property where the violation occurred. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.
 - (2) Fee. The Director shall assess a fee for the Stop Work Order, as set forth in Appendix A of this chapter.
 - (3) Unlawful continuance. Any person who shall continue any work after having been issued a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed herein.
- e) Removal of Notice of Violation. The removal or defacing of any notice of violation posted pursuant to Section 12-12 herein by any person other than the Director of Planning and Zoning or his designee is hereby declared to be a petty offense punishable by a fine not to exceed Two Hundred Dollars (\$200.00).
- f) Notice to Appear. In the case of a violation of the property maintenance code by a repeat offender, the Director, or his designee, is authorized to serve the owner of the property that is the subject of the violation with a notice to appear.
- (1) Form. The notice to appear shall be on a form as prescribed by the Director and shall contain, at a minimum:
 - i. The address of the property where the code violation occurred;
 - ii. The language of the code provision that was violated;
 - iii. A citation of the ordinance section relating to such code provision;
 - iv. A brief description of the factual basis for the violation;

- v. The location, time, and date for the appearance by the property owner, which shall be at least 15 days after service of the notice; and
 - vi. The failure to correct the violation prior to the hearing date may result in a fine.
- (2) Service. The notice to appear shall be served upon the property owner either: (1) personally; or (2) by certified mail and first class mail; and notice shall also be simultaneously posted on the property as described in Section 12-12, regardless of the method of service on the property owner. If the notice is served by mail, it shall be sent to the address where the violation occurred and to the property owner's address on file with the Supervisor of Assessments' Office.
 - (3) Repeat Offender. For the purposes of this subsection, "repeat offender" shall mean a person who has been found in violation of 2 or more similar provisions of the property maintenance code at the same property in a 36-month period.
 - (4) Settlement Option. After receipt of the notice to appear, the property owner may settle the violation of law by making a payment of the fine(s), as indicated on the notice to appear, to the Peoria County Department of Planning and Zoning at least 7 calendar days prior to the court appearance date indicated on the notice to appear. Such settlement option shall not apply to the second and subsequent notice within any 12-month period. The receipt of the fine(s) owed for each and every violation indicated on the notice to appear 7 calendar days prior to the court appearance date shall terminate the ordinance violation action and resolve all County claims for fines against the alleged violator by the County.
 - (5) Filing of Notices. The Director, or his designee, shall file in the Circuit Court of Peoria County all notices to appear against those property owners served with a copy of the notice, by either certified mail or personal service, who fail to settle their violations with the County 7 days prior to the court appearance date set forth in the notice so that they may answer the County's claim for fines and court costs. In cases where service by certified mail or personal service has been attempted and failed, the notice to appear shall be filed in the Circuit Court of Peoria County, and a summons shall be issued.

Sec. 12-7. Occupancy permits.

Wherever an occupancy permit is required in any of the codes adopted herein by reference, such permits shall be issued a Certificate of Occupancy.

Sec. 12-8. Fire Marshall.

All regulations adopted herein are subject to any rule or regulation heretofore or hereafter adopted by the State Fire Marshal pursuant to "An Act to regulate the storage, transportation, sale and use of gasoline and volatile oils", commonly referred to as the "Gasoline Storage Act," 430 ILCS 15/0.01 et. seq.

Sec.12-9. Illinois Department of Public Health.

No regulation adopted herein shall be enforced if it is in conflict with any rule of the Illinois Department of Public Health.

Sec. 12-10. References in codes adopted herein by reference.

- a) Any reference to the “code official”, “fire code official” or “building official” shall be read as the “Director of Planning and Zoning.”
- b) Any reference to the “International Zoning Code” shall be read as the "zoning regulations of the County of Peoria, Illinois," which are found in Chapter 20, “Unified Development Ordinance”, Article 2, Sections 2.1, 2.2, 2.3; Article 3, Sections 3.1 through 3.9, Article 4; Article 5; Article 6; Article 7, Sections 7.1 through 7.12; Article 9; Article 10; and Article 11, Peoria County Code.
- c) Any reference to the “International Plumbing Code” shall be read as the “Illinois Plumbing Code, Part 890 Illinois Administrative Code.”
- d) Any reference to the “ICC Electrical Code” shall be read as the “NFPA 70, National Electrical Code, ~~2014~~ 2017 Edition.”

Any references to the “International Energy Conservation Code” shall be read as the “Illinois Energy Conservation Code, Part 600 Illinois Administrative Code” as the code reads as of the time of the adoption of this language, or as the code is amended and updated.

Sec. 12-11. Fees.

- a) Fees required under this chapter and the codes adopted herein by reference are set forth in Appendix A, at the end of this chapter.
- b) All applications submitted for approval under the codes adopted herein by reference shall be accompanied by payment of a fee as adopted by the Peoria County Board from time to time to defray the costs incurred by the County in reviewing the application. No application shall be considered to be complete until such fee has been paid. No permit required by any of the codes adopted herein by reference shall be issued until the applicable fee has been paid.
- c) Whenever the Director of Planning and Zoning determines that any tests are required to determine compliance with any of the codes adopted herein by reference or determines that an expert’s opinion is required to determine compliance with any said codes, the costs of such tests and fees of such experts shall be paid by the owner and/or permit applicant.

Sec. 12-12. Posting of violation notices.

- a) Whenever the Director of Planning and Zoning determines that a violation of any of the codes adopted herein by reference exists, in addition to the requirements of said codes, he

shall cause a notice of such violation to be posted in a conspicuous place near the main entrance of the affected building.

- b) The notice shall be at least nine (9) inches in height and fourteen (14) inches in width and at the top thereof in large letters shall state "Notice of Violation." The text of the notice shall contain a reference to the provision of the code violated and may contain such other information respecting the nature of the violation as the Director of Planning and Zoning deems advisable.
- c) Upon removal of the cause of the violation for which the notice is posted, the Director of Planning and Zoning shall remove the notice.

Sec. 12-13 Other County regulations and the Illinois Environmental Barriers Act.

Any permit required under this chapter and the codes adopted herein by reference shall be issued only after the Director of Planning and Zoning determines that the work requiring a permit complies with all other applicable regulations of the County and the Illinois Environmental Barriers Act (410 ILCS 25/1 et. seq. now in effect or as hereafter amended), if applicable.

ARTICLE II. BUILDING CODE

Sec. 12-14. Compliance with ~~2012~~ 2018 International Building Code Required.

The ~~2012~~ 2018 International Building Code is hereby adopted by reference. In addition, the following Appendices to the ~~2012~~ 2018 International Building Code are also adopted by reference: Appendix I - Patio Covers.

Sec. 12-15. Amendments to ~~2012~~ 2018 International Building Code.

The ~~2012~~ 2018 International Building Code as adopted herein by reference, is amended as provided in this section.

- a) Section 101.1 "Title" is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Building Code of Peoria County, hereinafter referred to as "this code."

~~(1) Section 101.2 "Scope" is hereby amended by adding a second exception as follows:~~

~~**Exception:** Any repairs, alterations, additions or other improvement of a building or structure damaged in the June 5, 2010 tornado in Elmwood, Illinois, the cost of which is less than fifty (50) percent of the insured replacement value of the building or structure, shall comply with the *International Existing Building Code*. If the cost of repairs, alterations, additions or other improvement of a building or structure damaged in the June~~

~~5, 2010 tornado in Elmwood, Illinois, equals or exceeds fifty (50) percent of the insured replacement value, then the building or structure shall be rehabilitated to comply with this code. (Automatically repealed on June 6, 2015)~~

b) Section 101.4.3. "Plumbing" is hereby amended as follow:

(1) The second sentence of Section 101.4.3 is hereby deleted in its entirety.

c) Section 101.4.6 "Energy" is hereby amended to read as follows:

101.4.6 Energy. The provisions of the currently adopted Illinois Energy Conservation Code shall apply to all matters governing the design and construction of buildings for energy efficiency.

d) Section 103. 1 "Creation of enforcement agency" is hereby amended to read as follows:

103.1. Creation of enforcement agency. The Department of Planning and Zoning shall be the Department of Building Safety, and the person in charge thereof shall be the Director of Planning and Zoning.

e) Section 104.6 "Right of Entry" is hereby amended by adding the following sentence:

All inspections are subject to constitutional restrictions on unreasonable searches and seizures.

f) Section 104.8 "Liability" is hereby deleted in its entirety.

g) Section 104-10-1 "Flood hazard areas" is hereby deleted in its entirety.

h) Section 105.1 "Required" is hereby amended to read as follows:

105.1. Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy classification (which could affect the fire hazard requirements) of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

i) Section 105.2. "Work exempt from permit" Building (6), is hereby amended to read as follows:

105.2 Work exempt from permit

Building:

6. Sidewalks not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and not part of an accessible route.

j) Section 105.3.2 "Time limitation of application" is hereby amended to read as follows:

Section 105.3.2 Time limitation of application. An application for a permit for any proposed work shall be subject to the time limitations set forth in Section 3.1 of Chapter 20 of the Peoria County Code.

k) Section 105.4 "Validity of permit" is hereby amended by deleting the last sentence and replacing it with the following:

The building official shall post notice when a structure is in violation of this code or of any other ordinances, in accordance with Section 12-12 of the Peoria County Code, and may seek to prevent occupancy or use of the structure pursuant to Section 12-6 of the Peoria County Code.

l) Section ~~107.2.5.1~~ 107.2.6.1 "Design flood elevations" is hereby deleted in its entirety.

m) Section 107.3.1 "Approval of construction documents" is hereby amended to read as follows:

Section 107.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Approved". One set of construction documents so reviewed shall be retained by the building official. Another set shall be sent to Secretary of Assessments for their review. The last set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

n) Section 109.4 "Work commencing before permit issuance" is hereby amended to read as follows:

R109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to the penalties prescribed in Section 12-6 of the Peoria County Code, in addition to any required permit fees."

o) Section 109.6 "Refunds" is hereby deleted in its entirety.

p) Section 110.3.3 "Lowest floor elevation" is hereby deleted in its entirety.

q) Section 111 "Certificate of occupancy" is hereby deleted in its entirety and the following is substituted in lieu thereof:

111.1 Certificate of occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification (which could affect the fire hazard

requirements) of a building or structure or portion thereof shall be made until the Director of Planning and Zoning has issued a certificate of occupancy, as provided in Section 3.3 of Chapter 20 of the Peoria County Code. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other County ordinances.

- r) Section 112 “Service Utilities” is hereby deleted in its entirety.
- s) Section 113 “Board of Appeals” is hereby deleted in its entirety and the following language is substituted in lieu thereof:

113. Board of Appeals. The Board of Appeals shall be the same as the Board of Appeals under the ~~2012~~ 2018 International Mechanical Code and shall follow the procedures and regulations under Section 109 of that code.

- t) Reserved.

- u) Section 114.2 “Notice of violation” is hereby amended to read as follows:

114.2. Notice of violation. As provided in Peoria County Code sections 12-6 and 12-12, the building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

- v) Section 114.3 “Prosecution of violation” is hereby deleted in its entirety.

- w) Section 114.4 “Violation penalties” is hereby amended to read as follows:

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties prescribed in Section 12-6 of the Peoria County Code, in addition to any required permit fees.

- x) Section 115 “Stop Work Order” is hereby deleted in its entirety and the following language is substituted in lieu thereof:

115. Stop work order. Whenever the Director of Planning and Zoning finds any work regulated by this code being performed in a manner that is contrary to the provisions of this code, the Director is authorized to issue a stop work order in accordance with Section 12-6(d) of the Peoria County Code.

- y) Section ~~801.5~~ 802.4 “Applicability” is hereby deleted in its entirety.
- z) Reserved.
- aa) Section 1107.7.5 “Design flood elevation” is hereby deleted in its entirety.
- bb) Section ~~1203.3.2~~ 1202.4.4 “Exception No. 5” is hereby deleted in its entirety.
- cc) Section ~~1403.6~~ 1402.6 “Flood resistance” is hereby deleted in its entirety.
- dd) Section ~~1403.7~~ 1402.7 “Flood resistance for high-velocity wave action areas is hereby deleted in its entirety.
- ee) Section 1603.1.7 “Flood design data” is hereby deleted in its entirety.
- ff) Section 1612 “Flood Loads” is hereby deleted in its entirety.
- gg) Section ~~1804.4~~ 1804.5 “Grading and fill in flood hazard areas” is hereby deleted in its entirety.
- hh) Section 1805.1.2.1 “Flood hazard areas” is hereby deleted in its entirety.
- ii) Chapter 27 “Electrical” is hereby deleted in its entirety and the following language is substituted in lieu thereof:

Chapter 27, Electrical. The NFPA 70, National Electrical Code, ~~2014~~ 2020 Edition shall be followed for all design and installation of electrical systems, alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.
- jj) Chapter 29 “Plumbing Systems” is hereby deleted in its entirety and the following language is substituted in lieu thereof:

Chapter 29, Plumbing Systems. The current State of Illinois Plumbing Code shall be followed for all design and installation of plumbing systems, including sanitary and storm drainage, sanitary facilities, water supply and storm water and sewage disposal in buildings.
- kk) Section ~~3001.2~~ 3001.3 "Referenced standards" is hereby deleted in its entirety.
- ll) Section 3102.7 “Engineering design” is hereby amended to read as follows:

3102.7 Engineering design. The structure shall be designed and constructed to sustain dead loads; loads due to tension or inflation; live loads including wind, snow or flood and seismic loads and in accordance with Chapter 16. The design and construction for flood loads shall meet the requirements of Section 7.14 of Chapter 20 of the Peoria County Code.

mm) Chapter 34 "~~Existing Structures Reserved~~" is hereby deleted in its entirety and the following language is substituted in lieu thereof:

Chapter 34. Use of Hot Mix Asphalt Material

3401 DEFINITIONS.

3401.1 Definitions. For purpose of this section, the following words and terms have the meanings specified herein:

CONTRACTOR. An asphalt contractor, as defined in Section 12-32 of the Peoria County Code, that engages in the installation or placement of Hot Mix Asphalt ("HMA") material for a project which requires a permit under Section ~~24-5-2.C.14~~ 20-3.2.3.14 of the Peoria County Code.

PROJECT or PROJECTS. The construction of all HMA pavement and all HMA patching or repair at all commercial building parking areas and driveways.

3402 MATERIALS CERTIFICATION.

3402.1 **Materials required.** The contractor on a project using HMA material that is issued a permit with an application date on or after January 01, 2011 shall cause to be used only an HMA mix that:

1. Is produced at a plant approved by the Illinois Department of Transportation ("IDOT") to produce high ESAL and low ESAL mixtures or all other mixtures;
2. Meets the minimum specifications of any HMA mix described in IDOT's Standard Specifications for Road and Bridge Construction, as adopted in 2007 or later, without regard to further specifications for individual projects; and
3. Has a minimum thickness of four (4) inches.

3402.2 **Certification of compliance.** Within 30 days of completion of a project meeting the requirements of subsection 3402.1, the contractor shall submit documentation as described herein to report compliance with this section. Documentation shall be in a form prescribed by the Director of Planning and Zoning and shall contain notarized affidavits from the contractor and the material supplier certifying the extend to which the project complies with subsection 3402.1

3403 WAIVER

3403.1 **Request for Waiver.** If a property owner desires to deviate from the default requirements of subsection 3402.1, a Request for Waiver must be submitted to

the Department of Planning and Zoning along with the application for building permit. The Request for Waiver shall be in a form prescribed by the Director and shall contain, at a minimum:

1. Name and address of property owner;
2. Acknowledgement of building code requirements for HMA materials and expressed desire to deviate from requirements;
3. Notarized signature of property owner;
4. Names and address of asphalt contractor licensed in Peoria County;
5. Listed deviations from building code requirements; and
6. Signature of contractor.

3403.2 **Review.** The Director shall review the Request for Waiver for completeness in accordance with Section ~~24-5-1.D~~ 20-3.1.4 of the Peoria County Code and in conjunction with the review of the building permit application.

3403.3 **Approval of Waiver.** If the Director determines that the Request for Waiver is in compliance with these regulations, he shall notify the property owner in writing that the waiver has been approved. An approved waiver satisfies the requirements of subsection 3402.2 above.

3403.4 **Denial of Waiver.** The Director shall deny the Request for Waiver if the contractor does not possess a current, valid contracting license in accordance with Section 12-33 of the Peoria County Code or if the request is deemed to be insufficient in any manner. Such denial shall be provided to the property owner in writing, specifying the reason for denial.

3403.5 **Permit Still Required.** Approval of a Request for Waiver does not constitute an approval of the project nor does it waive the requirement to obtain a building permit.

3404 ENFORCEMENT

3404.1 A contractor who fails to submit the required documentation as provided herein or who fails to use material meeting the required IDOT specifications for HMA material without first obtaining a waiver shall be subject to a fine of up to \$1,000 per occurrence.

3404.2 The Director shall not issue any new building or demolition permit to a contractor who has failed to timely submit the required documentation with respect to any completed project, until the applicant either (i) submits the required documentation, including, where applicable, proof that any fine due under subsection 3404.1 of this section has been paid in full, or (ii) a written request for an appeal of the Director's determination regarding the applicability of this section and/or the amount of fine due, as set forth in Section ~~112~~ 113 of this Building Code.

3404.3 Whenever an affiant knowingly and falsely states that a project has met the requirements of this section, or whenever any contractor knowingly submits an affidavit which such a false statement, or whenever a contractor falsifies a Request for Waiver, such action will be subject to a fine of up to \$1,000, and will subject the person to additional penalties and fines pursuant to this Code or state law including, but not limited to, the penalties specified in subsection 3404.1. In the case of a contractor, the Director may, after a hearing resulting in a finding that the contractor has committed any of the aforesaid violations, deny the contractor's right to obtain building or demolition permits for a period of up to one (1) year.

ARTICLE III. RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS

Sec. 12-16. Compliance with ~~2012~~ 2018 International Residential Code Required.

The ~~2012~~ 2018 International Residential Code is hereby adopted by reference. In addition, the following Appendices to the ~~2012~~ 2018 International Residential Code are also adopted by reference:

Appendix A – “Sizing and Capacities of Gas Piping;

Appendix B – “Sizing of venting systems serving appliances equipped with draft hoods, Category I appliances, and appliances listed for use and type B vents;

Appendix C – Exit Terminals of mechanical draft and direct-vent venting systems;

Appendix D – Recommended procedure for safety in section of an existing appliance installation;

Appendix F – Radon Control Methods;

Appendix H – Patio covers; and

Appendix K – Sound transmission.

Sec. 12-17. Amendments to ~~2012~~ 2018 International Residential Code.

The ~~2012~~ 2018 International Residential Building Code as adopted herein by reference is amended as provided in this section.

a) Section R101.1 "Title" is hereby amended to read as follows:

R101.1. Title. These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of Peoria County, and shall be cited as such and will be referred to herein as “this code.”

b) ~~Section R101.2 “Scope” is hereby amended by adding the following:~~

Exception:

~~3.6. Any repairs, alterations, additions or other improvement of a building or structure damaged in the June 5, 2010 tornado in Elmwood, Illinois, the cost of which is less than fifty (50) percent of the insured replacement value of the building or structure, shall comply with the *International Existing Building Code*. If the cost of repairs, alterations, additions or other improvement of a building or structure damaged in the June 5, 2010 tornado in Elmwood, Illinois, equals or exceeds fifty (50) percent of the insured replacement value, then the building or structure shall be rehabilitated to comply with this code. (Automatically repealed on June 6, 2015)~~

c) Section R103.1 "Creation of enforcement agency" is hereby amended to read as follows:

R103.1. Creation of enforcement agency. The Department of Planning and Zoning shall be the Department of Building Safety and the person in charge thereof shall be the Director of Planning and Zoning.

d) Section R104.6 “Right of Entry” is hereby amended by adding the following sentence:

All inspections are subject to constitutional restrictions on unreasonable searches and seizures.

e) Section R104.8 “Liability” is hereby deleted in its entirety.

f) Section R104.10.1 “Flood hazard areas” is hereby deleted in its entirety.

g) Section R105.1 “Required” is hereby amended to read as follows:

R105.1. Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy classification (which could affect the fire hazard requirements) of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

h) Section R105.2. Work exempt from permit, Building (5) and (11), is hereby amended to read as follows:

R105.2 Work exempt from permit.

Building:

5. Sidewalks

11. The construction of all asphalt pavement and all asphalt patching or repair of parking areas and driveways, when such construction is done by the homeowner.

i) Section R105.3.1.1 "Determination of substantially improved or substantially damaged existing buildings in flood hazard areas" is hereby deleted in its entirety.

j) Section R105.3.2 "Time limitation of application" is hereby amended to read as follows:

Section R105.3.2 Time limitation of application. An application for a permit for any proposed work shall be subject to the time limitations set forth in Section 3.1 of Chapter 20 of the Peoria County Code.

k) Section R105.4 "Validity of permit" is hereby amended by deleting the last sentence and substituting the following in lieu thereof:

The building official shall post notice when a structure is in violation of this code or of any other ordinances, in accordance with Section 12-12 of the Peoria County Code, any may seek to prevent occupancy of use of the structure pursuant to Section 12-6 of the Peoria County Code.

l) Section ~~R106.1.3~~ R106.1.4 "Information for construction in flood hazard areas" is hereby deleted in its entirety.

m) Section R106.3.1 "Approval of construction documents" is hereby amended to read as follows:

R106.3.1 Approval of construction documents shall be approved in writing or by a stamp which states "Approved". One set of construction documents so reviewed shall be retained by the building official. Another set of construction documents shall be sent to the Secretary of Assessments for review. The last set of construction documents shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or his or her authorized representative.

n) Section R108.5 "Refunds" is hereby deleted in its entirety.

o) Section R108.6 "Work commencing before permit issuance" is hereby amended to read as follows:

R108.6 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to the penalties prescribed in section 12-6 of the Peoria County Code, in addition to any required permit fees.

p) Section R109.1.3 "Floodplain inspections" is hereby deleted in its entirety.

q) Reserved.

- r) Section R110 “Certificate of Occupancy” is hereby deleted in its entirety and the following language is substituted in lieu thereof:

R110.1 Certificate of Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification (which could affect the fire hazard requirements) of a building or structure or portion thereof shall be made until the Director of Planning and Zoning has issued a certificate of occupancy, as provided in Section 3.3 of Chapter 20 of the Peoria County Code. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other County ordinances.

- s) Section R111 "Service Utilities" is hereby deleted in its entirety.

- t) Section R112 “Board of Appeals is hereby deleted in its entirety and the following language is substituted in lieu thereof:

R112. Board of Appeals. The Board of Appeals shall be the same as the Board of Appeals under the ~~2012~~ 2018 International Mechanical Code and shall follow the procedures and regulations under Section 109 of that code.

- u) Reserved.

- v) Section R113.2 “Notice of violation” is hereby amended to read as follows:

R113.2. Notice of violation. In accordance with Sections 12-6 and 12-12 of the Peoria County Code, the building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal or demolition of a building or structure in violation of the provisions of this code, or in violation of a detail statement or a plan approved thereunder, or in violation of a permit issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

- w) Section R113.3 “Prosecution of violation” is hereby deleted in its entirety.

- x) Section R113.4 “Violation penalties” is hereby amended to read as follows:

R113.4. Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements hereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties as prescribed by Sections 12-6 and 12-12 of the Peoria County Code.

- y) Section R114 “Stop work Order” is hereby deleted in its entirety and the following language is substituted in lieu thereof:

R114. Stop work order. Whenever the Director of Planning and Zoning finds any work regulated by this code being performed in a manner that is contrary to the provisions of this code, the Director is authorized to issue a stop work order in accordance with Section 12-6(d) of the Peoria County Code.

z) Section R301.1 “Application” is hereby amended to read as follows:

R301.1. Application. Buildings and structures, and all parts thereof, shall be constructed to safely support all loads, including dead loads, live loads, roof loads, flood loads, snow loads, wind loads and seismic loads as prescribed by this code. The design and construction for flood loads shall meet the requirements of Section 7.14 of Chapter 20 of the Peoria County Code. The construction of buildings and structures in accordance with this code shall result in a system that provides a complete load path capable of transferring all loads from their point of origin through the load-resisting elements to the foundation.

aa) Table R301.2(1) is hereby amended by deleting paragraph “g” relating to the County’s National Flood Insurance Program.

bb) Section R301.2.4 “Floodplain construction” is hereby deleted in its entirety.

cc) Section R302.1 "Exterior walls" Exception #2 is hereby deleted in its entirety.

dd) Table R302.1(1) "Exterior walls" is hereby amended to read as follows:

TABLE R302.1(1)
EXTERIOR WALLS
IN RELATION TO PROPERTY LINES

ee) Table R302.6 Dwelling/garage/accessory structure separation is hereby amended to read as follows:

TABLE R302.6
GARAGES/ACCESSORY STRUCTURES
LOCATED LESS THAN 10 FEET FROM DWELLING UNIT ON SAME LOT

ff) Section ~~R501.3~~ R302.13 “Fire protection of floors” is hereby deleted in its entirety.

gg) Section R309.3 “Flood hazard areas” is hereby deleted in its entirety.

hh) Reserved.

ii) Section R313.2 “One- and two-family dwellings automatic fire systems” is hereby amended to read as follows:

Section R313.2 One- and two-family dwellings automatic fire systems. An automatic residential fire sprinkler system shall not be required to be installed in one- and two-family dwellings. If one is installed, however, it shall comply with the relevant code sections of the International Residential Code.

- jj) Section R322 “Flood resistant construction” is hereby deleted in its entirety.
- kk) Section R408.7 “Flood resistance” is hereby deleted in its entirety.
- ll) Section M1301.1.1 “Flood-resistant installation” is hereby deleted in its entirety.
- mm) Reserved.
- nn) Section M1401.5 “Flood Hazard” is hereby deleted in its entirety.
- oo) Section ~~M1601.4.9~~ M1601.4.10 “Flood hazard areas” is hereby deleted in its entirety.
- pp) Section M1701.2 “Opening location” is hereby deleted in its entirety.
- qq) Section M2001.4 “Flood resistant installation” is hereby deleted in its entirety.
- rr) Section M2201.6 “Flood resistant installation” is hereby deleted in its entirety.
- ss) Section G2404.7 “Flood hazard” is hereby deleted in its entirety.
- tt) Section P2501.2 “Application” is hereby deleted in its entirety.
- uu) Chapter 26 “General Plumbing Requirements” is hereby deleted in its entirety and the following language is substituted in lieu thereof:

Chapter 26. General Plumbing Requirements. The current State of Illinois Plumbing Code shall be followed for all design and installation of plumbing systems, including sanitary and storm drainage, sanitary facilities, water supply and stormwater and sewage disposal in buildings.
- vv) Section ~~RP~~P2705.1.7 “General” is hereby deleted in its entirety.
- ww) Chapter 30 “Sanitary Drainage” is hereby deleted in its entirety and the following language is substituted in lieu thereof:

Chapter 30. Sanitary Drainage. Chapter 19 of the Peoria County Code “Sewers and Sewage Disposal Systems” and the current State of Illinois Plumbing Code shall be followed for all design and installation of sanitary drainage systems.
- xx) Section P3101.5 “Flood resistance” is hereby deleted in its entirety.

yy) Chapters 33--40 and 42. Chapter 33 "Storm Drainage", Chapter 34 "General Requirements", Chapter 35 "Electrical Definitions", Chapter 36 "Services", Chapter 37 "Branch Circuit and Feeder Requirements", Chapter 38 "Wiring Methods", Chapter 39 "Power and Lighting Distribution", Chapter 40 "Devices and Luminaires", Chapter 41 "Appliance Installation" and Chapter 43 "Remote-Control, Signaling and Power-Limited Circuits" are hereby deleted in their entirety and the following language is substituted in lieu thereof:

Chapter 36. Storm Drainage. Chapter 20, Sections 3.13 ("Erosion, Sediment, and Storm Water Control Permits") and 7.13 ("Erosion, Sediment, and Storm Water") and Appendix D ("Peoria County Standards for Stormwater Design Analyses"), of the Peoria County Code shall be followed for all design, installation, and maintenance of storm water control measures.

Chapter 37. Electrical Requirements. The NFPA 70, National Electrical Code, ~~2014~~ 2017 Edition shall be followed for all design and installation of electrical systems, alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

zz) Chapter 34. The following new chapter, Chapter 34 is hereby added:

Chapter 34. Manufactured Homes.

- A. Manufactured homes built on or after June 15, 1976 shall comply with the *National Manufactured Home Construction and Safety Standards*, 24 C.F.R. Part 3280 which are enforced by the Secretary of Housing and Urban Development through 24 C.F.R. Part 3282.
- B. For manufactured homes built prior to June 15, 1976 a label certifying compliance with the Standard for Mobile Homes, NFPA 501, ANSI 119.1, in effect at the time of manufacture is required.
- C. For purposes of this Ordinance, "Manufactured Home" shall mean:

A structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary and complies with the standards established under this chapter; and except that such term shall not include any self-propelled recreational vehicle (42 U.S.C. 5402(6)).

- D. Violations of these standards shall be enforced pursuant to 24 C.F.R. Part 3282.

aaa) Chapters 35. The following new Chapter 35 is hereby added:

Chapter 35. Use of Hot Mix Asphalt Material

R3501 DEFINITIONS

R3501.1 Definitions. For purposes of this section, the following words and terms have the meanings specified herein:

CONTRACTOR. An asphalt contractor, as defined in Section 12-32 of the Peoria County Code, that engages in the installation or placement of Hot Mix Asphalt ("HMA") material for a project which requires a permit under Section ~~24-5-2.C.14~~ 20-3.2.3.14 of the Peoria County Code, excluding homeowners constructing residential projects.

PROJECT or PROJECTS. The construction of all HMA pavement and all HMA patching or repair at all residential building parking areas and driveways, when such construction is not done by the homeowner.

R3502. MATERIALS CERTIFICATION.

R3502.1 **Materials required.** The contractor on a project using HMA material that is issued a permit with an application date on or after January 01, 2011 shall cause to be used only an HMA mix that:

1. Is produced at a plant approved by the Illinois Department of Transportation ("IDOT") to produce high ESAL and low ESAL mixtures or all other mixtures;
2. Meets the minimum specifications of any HMA mix described in IDOT's Standard Specifications for Road and Bridge Construction, as adopted in 2007 or later, without regard to further specifications for individual projects; and
3. Has a minimum thickness of three (3) inches.

R3502.2 **Certification of compliance.** Within 30 days of completion of a project meeting the requirements of subsection R3502.1, the contractor shall submit documentation as described herein to report compliance with this section. Documentation shall be in a form prescribed by the Director of Planning and Zoning and shall contain notarized affidavits from the contractor and the material supplier certifying the extent to which the project complies with subsection R3502.1.

R3503 WAIVER

R3503.1 **Request for Waiver.** If a property owner desires to deviate from the default requirements of subsection R3502.1, a Request for Waiver must be submitted

to the Department of Planning and Zoning along with the application for building permit. The Request for Waiver shall be in a form prescribed by the Director and shall contain, at a minimum:

1. Name and address of property owner;
2. Acknowledgement of building code requirements for HMA materials and expressed desire to deviate from requirements;
3. Notarized signature of property owner;
4. Names and address of asphalt contractor licensed in Peoria County;
5. Listed deviations from building code requirements; and
6. Signature of contractor.

R3503.2 **Review.** The Director shall review the Request for Waiver for completeness in accordance with Section ~~24-5-1-D~~ 20-3.1.4 of the Peoria County Code and in conjunction with the review of the building permit application.

R3503.3 **Approval of Waiver.** If the Director determines that the Request for Waiver is in compliance with these regulations, he shall notify the property owner in writing that the waiver has been approved. An approved waiver satisfies the requirements of subsection R3502.2 above.

R3503.4 **Denial of Waiver.** The Director shall deny the Request for Waiver if the contractor does not possess a current, valid contracting license in accordance with Section 12-33 of the Peoria County Code or if the request is deemed to be insufficient in any manner. Such denial shall be provided to the property owner in writing, specifying the reason for denial.

R3503.5 **Permit Still Required.** Approval of a Request for Waiver does not constitute an approval of the project nor does it waive the requirement to obtain a building permit.

R3504 ENFORCEMENT

R3504.1 A contractor who fails to submit the required documentation as provided herein or who fails to use material meeting the required IDOT specifications for HMA material without first obtaining a waiver shall be subject to a fine of up to \$1,000 per occurrence.

R3504.2 The Director shall not issue any new building or demolition permit to a contractor who has failed to timely submit the required documentation with respect to any completed project, until the applicant either (i) submits the required documentation, including, where applicable, proof that any fine due under subsection R3504.1 of this section has been paid in full, or (ii) a written request for an appeal of the Director's determination regarding the applicability of this section and/or the amount of fine due, as set forth in Section R112 of this Building Code.

R3504.3 Whenever an affiant knowingly and falsely states that a project has met the requirements of this section, or whenever any contractor knowingly submits an affidavit which such a false statement, or whenever a contractor falsifies a Waiver, such action will be subject to a fine of up to \$1,000, and will subject the person to additional penalties and fines pursuant to this Code or state law including, but not limited to, the penalties specified in subsection R3504.1. In the case of a contractor, the Director may, after a hearing resulting in a finding that the contractor has committed any of the aforesaid violations, deny the contractor's right to obtain building or demolition permits for a period of up to one (1) year.

bbb) Chapters 36--40 and 42. Reserved.

ARTICLE IV. EXISTING BUILDING CODE

Sec. 12-18. Compliance with ~~2012~~ 2018 International Existing Building Code Required.

The ~~2012~~ 2018 International Existing Building Code is hereby adopted by reference. No appendices are adopted.

Sec. 12-19. Amendments to ~~2012~~ 2018 International Existing Building Code.

The ~~2012~~ 2018 International Existing Building Code as adopted herein by reference, is amended as provided in this section.

a) Section 101.1 "Title" is hereby amended to read as follows:

101.1. Title. These regulations shall be known as the Existing Building Code of Peoria County, hereinafter referred to as "this code."

b) Section 101.2 "Scope" is hereby amended to read as follows:

101.2. Scope. ~~Except as provided in Section 101.2.1 below, for~~ For any nonresidential building or structure which is not covered under the *International Residential Code* and for any building or structure which is located in a regulatory floodplain as identified by the Federal Emergency Management Agency's National Flood Insurance Program Flood Insurance Rate Map, the provisions of this code shall apply to any repairs, alterations, additions or other improvement of a building or structure, the cost of which equals or exceeds fifty (50) percent of the assessed value as shown on record in the Office of the Peoria County Supervisor of Assessments. Repairs, alterations, additions and other improvements complying with the provision of the *International Building Code*, *International Mechanical Code*, *State of Illinois Plumbing Code* and *International Residential Code* as applicable shall be considered in compliance with the provisions of this code.

~~101.2.1 Exception. For any building or structure damaged in the June 5, 2010 tornado in Elmwood, Illinois, the provisions of this code shall apply to an repairs, alterations, additions or other improvement of a building or structure, the cost of which is less than fifty (50) percent of the insured replacement value, provided that the permits for said repairs, alterations, additions or other improvements are issued on or before June 5, 2013, and the work is completed by the expiration dates listed on the permits. If the cost of repairs, alterations, additions or other improvement of a building or structure damaged in the June 5, 2010 tornado in Elmwood, Illinois, equals or exceeds fifty (50) percent of the insured replacement value, then the building or structure shall be rehabilitated to comply with the *International Building Code* or *International Residential Code*, whichever is applicable. Any repairs, alterations, additions or other improvements of a building or structure that are not a result of the June 5, 2010 tornado or that are made pursuant to a permit issued after June 5, 2013, shall be in compliance with the provisions of the Section 101.2. (Automatically repealed on June 6, 2015)~~

- c) Section 101.3 "Intent" is hereby amended to read as follows:

101.3. Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health safety, and welfare insofar as they are affected by the repair, alteration, addition or other improvement of a building or structure.

- d) Section 103.1 "Creation of enforcement agency" is hereby amended to read as follows:

103.1. Creation of enforcement agency. The Department of Planning and Zoning shall be the Department of Building Safety, and the person in charge thereof shall be the Director of Planning and Zoning.

- e) Section 104.2 "Applications and permits" is hereby amended to read as follows:

104.2. Applications and permits. The code official shall receive applications, review construction documents and issue permits for the repair, alteration, addition, demolition, change of occupancy (which could affect the fire hazard requirements) and relocation of buildings; or other improvement of buildings and structures; inspect the premises for which such permits have been issued; and enforce compliance with the provisions of this code.

- f) Section 104.6 "Right of Entry" is hereby amended by adding the following language:

All inspections are subject to constitutional restrictions on unreasonable searches and seizures.

- g) Section 104.8 "Liability" is hereby deleted in its entirety.

- h) Section 104.10.1 Flood hazard areas is hereby deleted in its entirety.

- i) Section 105.1 “Required” is hereby amended to read as follows:

105.1. Required. Any owner or authorized agent who intends to repair, add to, alter, relocate, demolish, or change the occupancy of a building (which could affect the fire hazard requirements) or make any improvement to a building or structure which is regulated by this code, or repair, install, add, alter, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the code official and obtain the required permit.

- j) Section 105.2 Work exempt from permit, Building (1) and (7), is hereby amended to read as follows:

105.2 Work exempt from permit.

Building:

1. Sidewalks not more than 30 inches (762 mm) above grade and not over any basement or story below and that are not part of an accessible route.
7. The construction of all asphalt pavement and all asphalt patching or repair of residential parking areas and driveways, when such construction is done by the homeowner.

- k) Section 105.3.2 "Time limitation of application" is hereby amended to read as follows:

105.3.2. Time limitation of application. An application for a permit for any proposed work shall be subject to the time limitations set forth in Section 3.1 of Chapter 20 of the Peoria County Code.

- l) Section 105.4 “Validity of permit.” The last sentence of Section 105.4 is hereby amended to read as follows:

The building official shall post notice when a structure is in violation of this code or any other ordinances, in accordance with Section 12-12 of the Peoria County Code, and may seek to prevent occupancy or use of the structure pursuant to Section 12-6 of the Peoria County Code.

- m) Reserved.

- n) Section 106.3.1 “Approval of construction documents” is hereby amended to read as follows:

106.3.1 Approval of construction documents. When the code official issues a permit, the construction documents shall be approved in writing or by stamp as "Approved". One set of construction documents so reviewed shall be retained by the code official. Another set shall be sent to the Supervisor of Assessments for review. The third set shall be returned

to the applicant, shall be kept at the site of work, and shall be open to inspection by the code official or a duly authorized representative.

- o) Section 108.4 “Work commencing before permit issuance” is hereby amended to read as follows:

108.4 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to the penalties prescribed in Section 12-6 of the Peoria County Code, in addition to any required permit fees.

- p) Section 108.6 “Refunds” is hereby deleted in its entirety.

- q) Section 109.3.3 “Lowest Floor Elevation” is hereby deleted in its entirety.

- r) Section 110 “Certificate of occupancy” is hereby deleted in its entirety and the following language is substituted in lieu thereof:

110.1 Certificate of occupancy. No altered area of a building and no relocated building shall be used or occupied, and no change in the existing occupancy classification (which could affect the fire hazard requirements) of a building or structure or portion thereof shall be made until the Director of Planning and Zoning has issued a certificate of occupancy, as provided in Section 3.3 of Chapter 20 of the Peoria County Code. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other County ordinances.

- s) Section 111 “Service Utility” is hereby deleted in its entirety.

- t) Section 112 “Board of Appeals” is hereby deleted in its entirety and the following language is substituted in lieu thereof:

112. Board of Appeals. The Board of Appeals shall be the same as the Board of Appeals under the ~~2012~~ 2018 International Mechanical Code and shall follow the procedures and regulations under Section 109 of that code.

- u) Reserved.

- v) Section 113.2 “Notice of violation” is hereby amended to read as follows:

113.2. Notice of violation. In accordance with Section 12-12 of the Peoria County Code, the building official is authorized to serve a notice of violation or order on the person responsible for the repair, alteration, extension, addition, moving, removal or demolition, or change in occupancy (which could affect the fire hazard requirements) of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

w) Section 113.3 “Prosecution of violation” is hereby deleted in its entirety.

x) Section 113.4 “Violation penalties” is hereby amended to read as follows:

113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who repairs or alters or changes the occupancy (which could affect the fire hazard requirements) of a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties prescribed in Section 12-6 of the Peoria County Code, in addition to any required permit fees.

y) Section 114 “Stop Work Order” is hereby deleted in its entirety and the following language is substituted in lieu thereof:

114 Stop work order. Whenever the Director of Planning and Zoning finds any work regulated by this code being performed in a manner that is contrary to the provisions of this code, the Director is authorized to issue a stop work order in accordance with Section 12-6(d) of the Peoria County Code.

z) Section 115 “Unsafe Buildings and Equipment” is hereby deleted in its entirety.

aa) Section 116 “Emergency Measures” is hereby deleted in its entirety.

bb) Section 117 “Demolition” is hereby deleted in its entirety and the following language is substituted in lieu thereof:

117 NFPA 70. This code, as amended herein, shall be used with the NFPA 70, National Electrical Code, ~~2014~~ 2017 Edition for all design and installation of electrical systems, alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

cc) Reserved.

dd) Section 202 “General Definitions,” the definitions of “Substantial Damage” and “Substantial Improvement” are hereby deleted in their entireties.

ee) Section ~~601.3~~ 401.3 “Flood hazard areas” is hereby deleted in its entirety.

~~ff) Section 404.5 “Flood hazard areas” is hereby deleted in its entirety.~~

gg) Section ~~606.2.4~~ 405.2.5 “Flood hazard areas” is hereby deleted in its entirety.

hh) Section ~~609~~ 408 “Plumbing” is hereby deleted in its entirety.

ii) Section ~~402.2~~ 502.3 “Flood hazard areas” is hereby deleted in its entirety.

- jj) Section ~~403.2~~ 503.2 "Flood hazard areas" is hereby deleted in its entirety.
- kk) Section ~~408.2~~ 507.3 "Flood hazard areas" is hereby deleted in its entirety.
- ll) Section 701.3 "Flood hazard areas" is hereby deleted in its entirety.
- mm) Section 1103.5 "Flood hazard areas" is hereby deleted in its entirety.
- nn) Section 1201.4 "Flood hazard areas" is hereby deleted in its entirety.
- oo) Section ~~1401.3.3~~ 1301.3.3 "Compliance with flood hazard provisions" is hereby deleted in its entirety.
- pp) Section ~~1302.6~~ 1402.6 "Flood hazard areas" is hereby deleted in its entirety.
- qq) Chapter 16 "Referenced Standards" is hereby renumbered to be Chapter 17 "Referenced Standards."
- rr) Chapters 16. The following new Chapter 16 is hereby added:

Chapter 16. Use of Hot Mix Asphalt Material

1601. DEFINITIONS

1601.1 Definitions. For purposes of this section, the following words and terms have the meanings specified herein:

CONTRACTOR. An asphalt contractor, as defined in Section 12-32 of the Peoria County Code, that engages in the installation or placement of Hot Mix Asphalt ("HMA") material for a project which requires a permit under Section ~~24-5-2-C-14~~ 20-3.2.3.14 of the Peoria County Code, excluding homeowners constructing residential projects.

PROJECT or PROJECTS. The construction of all HMA pavement and all HMA patching or repair at all residential and commercial building parking areas and driveways, when such residential construction is not done by the homeowner.

1602. MATERIALS CERTIFICATION.

1602.1 **Materials required.** The contractor on a project using HMA material that is issued a permit with an application date on or after January 01, 2011 shall cause to be used only an HMA mix that:

1. Is produced at a plant approved by the Illinois Department of Transportation ("IDOT") to produce high ESAL and low ESAL mixtures or all other mixtures; and

2. Meets the minimum specifications of any HMA mix described in IDOT's Standard Specifications for Road and Bridge Construction, as adopted in 2007 or later, without regard to further specifications for individual projects; and
3. For residential projects, has a minimum thickness of three (3) inches; or
4. For non-residential projects, has a minimum thickness of four (4) inches.

1602.2 **Certification of compliance.** Within 30 days of completion of a project meeting the requirements of subsection 1602.1, the contractor shall submit documentation as described herein to report compliance with this section. Documentation shall be in a form prescribed by the Director of Planning and Zoning and shall contain notarized affidavits from the contractor and the material supplier certifying the extent to which the project complies with subsection 1602.1.

1603 WAIVER

1603.1 **Request for Waiver.** If a property owner desires to deviate from the default requirements of subsection 1602.1, a Request for Waiver must be submitted to the Department of Planning and Zoning along with the application for building permit. The Request for Waiver shall be in a form prescribed by the Director and shall contain, at a minimum:

1. Name and address of property owner;
2. Acknowledgement of building code requirements for HMA materials and expressed desire to deviate from requirements;
3. Notarized signature of property owner;
4. Names and address of asphalt contractor licensed in Peoria County;
5. Listed deviations from building code requirements; and
6. Signature of contractor.

1603.2 **Review.** The Director shall review the Request for Waiver for completeness in accordance with Section ~~24-5-1-D~~ 20-3.1.4 of the Peoria County Code and in conjunction with the review of the building permit application.

1603.3 **Approval of Waiver.** If the Director determines that the Request for Waiver is in compliance with these regulations, he shall notify the property owner in writing that the waiver has been approved. An approved waiver satisfies the requirements of subsection 1602.2 above.

1603.4 **Denial of Waiver.** The Director shall deny the Request for Waiver if the contractor does not possess a current, valid contracting license in accordance with Section 12-33 of the Peoria County Code or if the request is deemed to be insufficient in any manner. Such denial shall be provided to the property owner in writing, specifying the reason for denial.

- 1603.5 **Permit Still Required.** Approval of a Request for Waiver does not constitute an approval of the project nor does it waive the requirement to obtain a building permit.
- 1604 ENFORCEMENT
- 1604.1 A contractor who fails to submit the required documentation as provided herein or who fails to use material meeting the required IDOT specifications for HMA material without first obtaining a waiver shall be subject to a fine of up to \$1,000 per occurrence.
- 1604.2 The Director shall not issue any new building or demolition permit to a contractor who has failed to timely submit the required documentation with respect to any completed project, until the applicant either (i) submits the required documentation, including, where applicable, proof that any fine due under subsection 1604.1 of this section has been paid in full, or (ii) a written request for an appeal of the Director's determination regarding the applicability of this section and/or the amount of fine due, as set forth in Section 112 of this Building Code.
- 1604.3 Whenever an affiant knowingly and falsely states that a project has met the requirements of this section, or whenever any contractor knowingly submits an affidavit which such a false statement, such action will be subject to a fine of up to \$1,000, and will subject the person to additional penalties and fines pursuant to this Code or state law including, but not limited to, the penalties specified in subsection 1604.1. In the case of a contractor, the Director may, after a hearing resulting in a finding that the contractor has committed any of the aforesaid violations, deny the contractor's right to obtain building or demolition permits for a period of up to one (1) year.

ARTICLE V. PROPERTY MAINTENANCE CODE

Sec. 12-20. Compliance with ~~2012~~ 2018 International Property Maintenance Code Required.

The ~~2012~~ 2018 International Property Maintenance Code is hereby adopted by reference.

Sec. 12-21. Amendments to ~~2012~~ 2018 International Property Maintenance Code.

The ~~2012~~ 2018 International Property Maintenance Code as adopted herein by reference is amended as provided in this section.

a) Section 101.1 is hereby amended to read as follows:

101.1. Title. These regulations shall be known as the Property Maintenance Code of Peoria County, hereinafter referred to as “this code.”

b) Section 103.1 is hereby amended to read as follows:

103.1. General. The Department of Planning and Zoning shall be the Department of Property Maintenance and the person in charge thereof shall be the Director of Planning and Zoning.

c) Section 103.2 “Appointment” is hereby deleted in its entirety.

d) Section 103.4 “Liability” is hereby deleted in its entirety.

e) Section 103.5 “Fees” is hereby deleted in its entirety.

f) Section 104.3 “Right of entry” is hereby amended by adding the following sentence:

All inspections are subject to constitutional restrictions on unreasonable searches and seizures.

g) Section 106.3 “Prosecution of violation” is hereby deleted in its entirety.

h) Section 106.4 “Violation penalties” is hereby amended to read as follows:

106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be subject to the penalties as set forth in Section 12-6 of the Peoria County Code.

i) Section 106.5 “Abatement of violation” is hereby amended by adding the following to the last sentence:

in accordance with Section 12-6 of the Peoria County Code.

j) Reserved

k) Section 107.2 “Form” is hereby amended to read as follows:

107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.

3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.
6. Include a statement of the right to file a lien.

- l) Section 107.5 "Penalties" is hereby deleted in its entirety.
- m) Section 107.6 "Transfer of ownership" is hereby deleted in its entirety.
- n) Section 108.2.1 Authority to disconnect service utilities is hereby deleted in its entirety.
- o) 108.3 "Notice" is hereby amended to read as follows:

108.3 Notice. Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2. All notices shall also comply with Section 12-12, Article I of the Peoria County Building and Property Maintenance Code.

- p) 108.5 "Prohibited occupancy" is hereby amended to read as follows:

108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premise or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premise or operate placarded equipment shall be subject to penalties as prescribed by Peoria County Code Section 12-6.

- q) Section 109.3 "Closing streets" is hereby deleted in its entirety.
- r) 109.4. "Emergency repairs" is hereby amended to read as follows:

109.4 Emergency Repairs. For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

- s) 109.5 "Costs of emergency repairs" is hereby amended to read as follows:

109.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the County. The State's Attorney may institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.

- t) 109.6 "Hearing" is hereby amended to read as follows:

109.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

- u) Section 110.1 "General" is hereby amended to read as follows:

110.1. General. The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure.

- v) Section 110.3 "Failure to comply" is hereby deleted in its entirety and the following language is substituted in lieu thereof:

110.3. Failure to comply. If the owner of a premises fails to comply with a demolition order within the time prescribed, which shall not be less than 15 days' notice, the code official shall request the State's Attorney's Office to apply to the circuit court for an order of demolition pursuant to Section 5-1121 of the Counties Code (55 ILCS 5/5-1121).

- w) Section 111 "Means of Appeal" is hereby deleted in its entirety, and the following language is substituted in lieu thereof:

111. Board of Appeals. The Board of Appeals shall be the same as the Board of Appeals under the ~~2012~~ 2018 International Mechanical code and shall follow the procedures and regulations under Section 109 of that code.

- x) Section 202, "General Definitions". The definitions of "Strict liability offense", "Person", and "Inoperable Vehicle" are hereby deleted. The following definitions are hereby added:

INOPERABLE MOTOR VEHICLE. Any motor vehicle from which, for a period of at least seven (7) days, the engine, wheels or other parts have been removed, or on which the engine, wheels or other parts have been altered, damaged or otherwise so treated that the vehicle is incapable of being driven under its own motor power.

LITTER. Any discarded, used or unconsumed substance or waste. "Litter" may include, but is not limited to, any garbage, trash, refuse, debris, rubbish, glass, metal, plastic or paper containers or other packaging material, motor vehicle parts, furniture, appliances, oil, carcass of a dead animal, any nauseous or offensive matter of any kind, any object likely to injure any person, or anything else of any unsightly or unsanitary nature, which exists upon any private property within the jurisdiction of the county. This definition specifically excludes used or antiquated farm equipment.

PERSON. Any individual, partnership, copartners, firm, company, corporation, association, joint stock company, trust, estate, or any other legal entity, or their legal representative, agent or assigns.

- y) Section 302.4. "Weeds", is hereby deleted in its entirety.
- z) Section 302.8 "Motor Vehicles" is hereby deleted in its entirety and the following language is substituted in lieu thereof:

302.8 Inoperable Motor Vehicles.

302.8.1 Purpose. The purpose of this article is to provide a method of abating nuisances created in the county by inoperable motor vehicles and to provide penalties to be imposed on those responsible for creating such a nuisance or failing to abate such a nuisance.

302.8.2 Additional statutory authority. In addition to those authorities listed in Section 12-2 of the Peoria County Code, this section is enacted pursuant to the authority granted by 55 ILCS 5/5-1092.

302.8.3 Public nuisance.

302.8.3.1.1 It is hereby declared a menace to the public safety and welfare and a public nuisance for any person to cause, permit or allow to remain in the open for existence or storage upon any publicly or privately owned premises or land an inoperable motor vehicle(s) within the county and outside the municipal boundaries of any incorporated village or city within the county.

302.8.3.2 It is permissible to keep inoperable vehicles stored in any fully enclosed building, to keep inoperable historic motor vehicles over twenty-five (25) years of age which are licensed pursuant to section 3-804 of the Motor Vehicle Code (625 ILCS 5/3-804) or to keep inoperable motor vehicles on the premises of a duly authorized place of business engaged in wrecking or junking motor vehicles.

302.8.3.3 It is not a violation of this article for a person, who owns or controls real property which is zoned for agricultural purposes pursuant to the Peoria

County zoning regulations (Peoria County Code, Ch. 20, Unified Development Ordinance, Art. 2, §§ 2.1-2.3; Art. 3, §§ 3.1-3.9; Arts. 4-6; Art. 7, §§ 7.1-7.12; Arts. 9-11) to keep one (1) inoperable motor vehicle on the real property zoned for agricultural use as long as the inoperable motor vehicle is stored in the rear yard area of the property.

302.8.4 Notice to abate nuisance.

302.8.4.1 It shall be the duty of the zoning and planning department and the sheriff's department to enforce the provisions of section 302.8.3 and to notify the owner or person in control of any private property of any violation of section 302.8.3. Owners or persons in control of any private property shall store all inoperable vehicles in violation of section 302.8.2 in a completely enclosed building or location on the property or otherwise remove the same from the property.

302.8.4.2 Notice to abate violations of section 302.8.3 shall be given by an inspector of the zoning and planning department or by a deputy of the sheriff's department. Service of such notice shall be made by means of personal service of a copy of the notice or by certified or registered mail of a copy of the notice which is addressed to the residence or usual place of business of the owner or person in control of the private property. If service is attempted by mail and the notice is returned to the county by the United States Post Office because of its inability to make delivery thereof, the posting of the notice on the property in a prominent place shall constitute service.

302.8.4.3 Such notice shall fairly appraise the owner or person in control of the nature of the nuisance, his duty to abate or remove the nuisance, his duty to comply with section 302.8.3 within seven (7) days of service of the notice and the penalty for the failure to abate or remove the nuisance.

302.8.5 Motor vehicle removal. Upon the failure of the owner or person in control of any property to comply with the notice to remove and dispose of the inoperable motor vehicle within seven (7) days of service of the notice provided in section 302.8.4, the sheriff or his deputies are hereby authorized by the county board and may proceed to remove and dispense with the inoperable motor vehicle or parts thereof.

302.8.6 Motor vehicle lien and personal judgment.

302.8.6.1 All costs and expenses of removing and dispensing of the inoperable motor vehicle from the private property shall be recoverable from the owner or person in control of the private property. These costs and expenses shall constitute a lien on the private property and shall be a superior lien to all prior existing liens and encumbrances, except taxes, provided that within ninety (90) days after completion of the removal and disposal of the inoperable motor vehicle, the county files a notice of lien for these costs and

expenses incurred by the county in the office of the county recorder of deeds. Upon payment in full of these costs and expenses, the lien shall be released by the county.

302.8.6.2 The lien may be enforced by proceedings to foreclose as in case of mortgages or mechanics liens. Suits to foreclose this lien shall be commenced by the county within three (3) years after the date of filing the notice of lien.

302.8.6.3 If payment to the county for these costs and expenses is not made within fifteen (15) days of the filing of the notice of lien, the county may commence proceedings in the circuit court seeking a personal judgment from the owner or person in control of the private property from which the inoperable motor vehicle was removed and disposed of at the time the proceedings are commenced. The action authorized by this paragraph shall be in addition to, and without waiver of, any other remedies contained in Chapter 12 of the Peoria County Code.

302.8.7 Violation.

302.8.7.1 It shall be unlawful for any owner or person in control of any private property to cause, permit or allow to remain in the open any inoperable motor vehicle on any property or vacant lot, except as set forth in section 302.8.3.3.

302.8.7.2 It shall be unlawful for any owner or person in control of any inoperable motor vehicle to cause, permit or allow the inoperable vehicle to remain on public property.

302.8.7.3 It shall not be a violation of this section to keep inoperable historic motor vehicles over twenty-five (25) years of age which are licensed pursuant to section 3-804 of the Motor Vehicle Code (625 ILCS 5/3-804) or to keep inoperable motor vehicles on the premises of a duly authorized place of business engaged in the wrecking or junking of motor vehicles.

aa) Section 308. "Rubbish and Garbage", is hereby deleted in its entirety and the following language is substituted in lieu thereof:

308. Litter as a Public Nuisance.

308.1. Additional statutory authority. In addition to those authorities listed in Section 12-2 of the Peoria County Code, this section is enacted pursuant to the authority granted by 55 ILCS 5/5-1052 & 1118.

308.2. Intent. The purpose of this section is to define and abate public nuisances in order to promote the health, safety, and welfare of the people of Peoria County.

308.3. Public nuisance. It is hereby declared a menace to the public safety and welfare and a public nuisance if litter exists upon real property. No owner or tenant in control shall permit litter to exist on his property unless:

1. The property has been designated as an appropriate disposal site for litter by federal, state, or local government entities;
2. The litter is placed in a receptacle or other container intended by the owner or tenant in lawful possession of that property for the deposit of litter;
3. The person is acting under the direction of proper officials during special cleanup days; or
4. The person is lawfully acting in or reacting to an emergency situation where health and safety is threatened, and removes and properly disposes of such litter when the emergency situation no longer exists.

308.4 Notice to abate nuisance.

308.4.1 Notice to abate any violation of the provisions of this section shall be issued by any inspector of the planning and zoning department to the owner(s) and/or tenant(s) in control of the property where the violation occurred.

308.4.2 Service of such notice shall be made by personal service or by mailing a copy of the notice to the last known address of each owner, as well as any tenants in control. If service is attempted by mail and the notice is returned to the county by the United States Post Office because of its inability to make delivery thereof, posting the notice in a prominent place on the property shall constitute service. The date of service shall be the date of personal service, mailing, or posting, as applicable.

308.4.3 Such notice shall state: (1) the nature of the nuisance; (2) the duty of the owner and/or tenant in control to remove and dispose of the litter; (3) that the owner and/or tenant in control has at least fifteen (15) days to comply with section 302.8.3 from the date of service of the notice; (4) the penalty for failing to comply; and (5) that if the owner and/or tenant in control of the property refuses or neglects to remove the litter within the time specified in the notice, the county intends to remove the litter and to enter a lien against the property for the costs of removal.

308.5 Litter removal. Upon the failure of the owner or person in control of any property to comply with the notice to remove and dispose of the litter by the date specified in said notice, the county shall cause the removal and disposal of the litter.

308.6 Litter lien.

308.6.1 All costs and expenses of removing and disposing of the litter from the private property shall be recoverable from the owner(s) of the property. These costs and expenses shall constitute a lien on the private property and shall be superior to all other liens and encumbrances, except tax liens, if within sixty (60) days after the costs are incurred, the county files a notice of lien in the office of the county recorder of deeds. The notice of lien shall consist of a sworn statement setting out: (1) a

description of the real estate sufficient for identification, (2) the amount of money representing the cost and expense occurred or payable for the service, and (3) the date(s) when the costs were incurred by the county.

308.6.2 The lien may be enforced by proceedings to foreclose as in the case of mortgages or mechanics' liens. Suits to foreclose this lien shall be commenced by the county within two (2) years after the date of filing the notice of lien.

ARTICLE VI. ELECTRICAL CODE

Sec. 12-22. Compliance with NFPA 70: National Electrical Code ~~2014~~ 2017 Edition Required.

The NFPA 70: National Electrical Code ~~2014~~ 2017 Edition is hereby adopted by reference.

ARTICLE VII. MECHANICAL CODE

Sec. 12-23. Compliance with ~~2012~~ 2018 International Mechanical Code Required.

The ~~2012~~ 2018 International Mechanical Code is hereby adopted by reference. In addition, the following Appendices to the ~~2012~~ 2018 International Mechanical Code are also adopted by reference: Appendix A – Combustion air openings and chimney connector pass-throughs.

Sec. 12-24. Amendments to ~~2012~~ 2018 International Mechanical Code.

The ~~2012~~ 2018 International Mechanical Code as adopted herein by reference, is amended as provided in this section.

a) Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Mechanical Code of Peoria County, hereinafter referred to as “this Code.”

b) Section 102.5 is hereby amended to read as follows:

102.5. Change in occupancy. It shall be unlawful to make a change in the occupancy of any structure which will subject the structure to any special provision of this code applicable to the new occupancy without approval. The code official shall certify that such structure meets the intent of the provisions of law governing building construction for the proposed new occupancy and that such change of occupancy does not result in any hazard to the public health, safety or welfare.

c) Section 103.1 is hereby deleted in its entirety and the following language is substituted in lieu thereof:

Section 103.1. General. The Department of Planning and Zoning shall be the Department of Mechanical Inspection and the person in charge thereof shall be the Director of Planning and Zoning.

- d) Section 103.2 "Appointment" is hereby deleted in its entirety.
- e) Section 103.4 "Liability" is hereby deleted in its entirety.
- f) Section 104.4 "Right of Entry" is hereby amended by adding the following sentence:

All inspections are subject to constitutional restrictions on unreasonable searches and seizures.

- g) Section 106.3.3 "Time limitation of application" is hereby amended to read as follows:

106.3.3 Time limitation of application. An application for a permit for any proposed work shall be subject to the time limitations set forth in Section 3.1 of Chapter 20 of the Peoria County Code.

- h) Section 106.4.2 "Validity of permit" is hereby amended by adding:

The building official shall post notice when violations of this code or of any other ordinances, in accordance with Section 12-12 of the Peoria County Code, and may seek to prevent occupancy or use of the structure pursuant to Section 12-6 of the Peoria County Code.

- i) Section 106.5 "Fees" is hereby amended to read as follows:

106.5. Fees. A permit shall not be issued until the fees prescribed in Section 12-11 of the Peoria County Code have been paid, nor shall an amendment to a permit be released until the additional fee, if any, due to an increase of the mechanical system, has been paid.

- j) Section 106.5.1 "Work commencing before permit issuance" is hereby amended as follows:

106.5.1 Work commencing before permit issuance. Any person who commences work on a mechanical system before obtaining the necessary permits shall be subject to penalties as prescribed by Section 12-6 of the Peoria County Code in addition to the required permit fees.

- k) Section 106.5.2 "Fee schedule" is hereby deleted in its entirety.

- l) Section 106.5.3 "Fee refunds" is hereby deleted in its entirety.

- m) Reserved.

- n) Section 108.2 “Notice of violation” is hereby amended to read as follows:

108.2. Notice of violation. In accordance with Section 12-12 of the Peoria County Code, the code official shall serve a notice of violation or order to the person responsible for the erection, installation, alteration, extension, repair, removal or demolition of mechanical work in violation of the provisions of this code, or in violation of a detail statement or the approved construction documents thereunder, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

- o) Section 108.3 “Prosecution of violation” is hereby deleted in its entirety.

- p) Section 108.4 “Violation penalties” is hereby amended to read as follows:

108.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code shall be subject to penalties set forth in Section 12-6 of the Peoria County Code.

- q) Section 108.5 “Stop work orders” is hereby deleted in its entirety and the following language is amended to read as follows:

108.5 Stop work orders. Whenever the Director of Planning and Zoning finds any work regulated by this code being performed in a manner that is contrary to the provisions of this code, the Director is authorized to issue a stop work order in accordance with Section 12-6(d) of the Peoria County Code.

- r) Section 108.6 “Abatement of violation” is hereby deleted in its entirety.

- s) Reserved.

- t) Section 108.7.1 “Authority to condemn mechanical system” is hereby amended to read as follows:

108.7.1 Authority to condemn mechanical system. Whenever the code official determines that any mechanical system, or portion thereof, regulated by this code has become hazardous to life, health, property, or has become unsanitary, the code official shall order in writing that such system either be removed or restored to a safe condition. A time limit for compliance with such order shall be specified in the written notice. A person shall not use or maintain a defective mechanical system after receiving such notice.

- u) Section 108.7.2 “Authority to order disconnection of energy sources” is hereby deleted in its entirety.

- v) Section 108.7.3 “Connection after order to disconnect” is hereby deleted in its entirety.
- w) Section 109 “Means of Appeal” is hereby amended by adding the following section:
 - 109.4.2. Stays of enforcement. Appeals of notices and orders shall stay the enforcement of notice and order until the appeal is heard by the appeals board unless there is an imminent danger to the life, health or safety of the public.
- x) Section 109.6.1 is hereby amended to read as follows:
 - 109.6.1. Resolution. The decision of the appeals board shall be in writing and shall be furnished to the appellant and to the code official.
- y) Section 301.16 “Flood hazard” is hereby deleted in its entirety.
- z) Section 301.16.1 “~~High-velocity wave action~~ Coastal High-hazard Areas and Coastal A Zones” is hereby deleted in its entirety.
- aa) Section 306.5 “Equipment and appliances on roofs or elevated structures” is hereby deleted in its entirety.
- bb) Section 401.4.4 “Intake opening location” (#4 relating to flood hazard areas) is hereby deleted in its entirety.
- cc) Section 602.4 “Flood hazard” is hereby deleted in its entirety.
- dd) Section 603.13 “Flood hazard areas” is hereby deleted in its entirety.
- ee) Reserved.
- ff) Section 1206.9.1 “Flood hazard” is hereby deleted in its entirety.
- gg) Section 1305.2.1 “Flood hazard” is hereby deleted in its entirety.

ARTICLE VIII. FIRE CODE

Sec. 12-25. Compliance with ~~2012~~ 2018 International Fire Code Required.

The ~~2012~~ 2018 International Fire Code is hereby adopted by reference. No appendices are adopted.

Sec. 12-26. Amendments to ~~2012~~ 2018 International Fire Code.

The ~~2012~~ 2018 International Fire Code as adopted herein by reference is amended as provided in this section.

- a) Section 101.1 is hereby amended to read as follows:

101.1. Title. These regulations shall be known as the Fire Code of Peoria County, hereinafter referred to as “this code.”

- b) Reserved.

- c) Section 103.1 is hereby amended to read as follows:

103.1. General. The Department of Planning and Zoning shall be the Department of Fire Prevention. The function of the department shall be the implementation, administration and enforcement of the provisions of this code and the person in charge thereof shall be the Director of Planning and Zoning.

- d) Section 103.2 “Appointment” is hereby deleted in its entirety.

- e) Section 103.4 “Liability” is hereby deleted in its entirety.

- f) Section 103.4.1 “Legal defense” is hereby deleted in its entirety.

- g) Section 104.3 “Right of entry” is hereby amended by adding the following sentence: All inspections are subject constitutional restrictions on unreasonable searches and seizures.

- h) Section 104.6.3 “Fire records” is hereby deleted in its entirety.

- i) Section 104.10 “Fire investigations”. The second sentence of Section 104.10 is hereby amended to read as follows:

Information that could be related to trade secrets or processes shall not be made part of the public record except as directed by a court of law or as required by the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq.

- j) Section 104.10.1 “Assistance from other agencies” is hereby deleted in its entirety.

- k) Section 104.11 “Authority at fires and other emergencies” is hereby deleted in its entirety.

- l) Section 104.11.1 “Barricades” is hereby deleted in its entirety.

- m) Section 105.2.3 "Time limitation of application" is hereby amended to read as follows:

105.2.3 Time limitation of application. An application for a permit for any proposed work shall be subject to the time limitations set forth in Section 3.1 of Chapter 20 of the Peoria County Code.

- n) Section 105.3.8 "Validity of permit" is hereby amended by adding the following:

The building official shall post notice when a violation of this code or of any other ordinances, in accordance with Section 12-12 of the Peoria County Code, and may seek to prevent occupancy or use of the structure pursuant to Section 12-6 of the Peoria County Code.

- o) Section ~~113.3~~ 106.3 "Work commencing before permit issuance" is hereby amended to read as follows:

~~113.3~~ 106.3 Work commencing before permit issuance. Any person who commences any work, activity or operation regulated by this code before obtaining the necessary permits shall be subject to penalties as prescribed by section 12-6 of the Peoria County Code, in addition to any required permit fees.

- p) Section ~~105.6.30~~ 105.6.32 "Open burning" is hereby amended by deleting the "Exception: Recreational Fires."

- q) Section ~~113.5~~ 106.5 "Refunds" is hereby deleted in its entirety.

- r) Section ~~108~~ 109 "Board of Appeals" is hereby deleted in its entirety and the following language is substituted in lieu thereof:

~~108~~ 109. Board of Appeals. The Board of Appeals shall be the same as the Board of Appeals under the ~~2012~~ 2018 International Mechanical Code and shall follow the procedures and regulations in Section 109 of that code.

- s) Reserved.

- t) Section ~~109.3~~ 110.3 "Notice of violation" is hereby amended to read as follows:

When the fire code official finds a building, premises, vehicle, storage facility or outdoor area that is in violation of this code, the fire code official is authorized to prepare a written notice of violation per Sections 12-6 and 12-12 of the Peoria County Code describing the conditions deemed unsafe, and when compliance is not immediate, specifying a time for re-inspection.

- u) Reserved.

- v) Section ~~109.3.3~~ 110.3.3 "Prosecution of violations" is hereby deleted in its entirety.

- w) Section ~~109.3.4~~ 110.3.4 "Unauthorized tampering" is hereby deleted in its entirety.

- x) Section ~~109.4~~ 110.4 "Violation penalties" is hereby amended to read as follows:

~~109.4~~ 110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code shall be subject to penalties set forth in Section 12-6 of the Peoria County Code.

y) Section ~~109.4.1~~ 110.4.1 "Abatement of violation" is hereby deleted in its entirety.

z) Section ~~110.3~~ 111.3 "Summary abatement" is hereby deleted in its entirety

aa) Section ~~111~~ 112 "Stop Work Order" is hereby deleted in its entirety and the following language is substituted in lieu thereof:

~~111~~ 112 Stop work order. Whenever the Director of Planning and Zoning finds any work regulated by this code being performed in a manner that is contrary to the provisions of this code, the director is authorized to issue a stop work order in accordance with section 12-6(d) of the Peoria County Code.

bb) Section ~~112~~ 113 "Service Utilities" is hereby deleted in its entirety.

cc) Section 507.5.1 "Where required" is hereby amended to read as follows:

507.5.1. Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet from a hydrant on a fire apparatus access road as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the code official.

Exceptions:

1. For 1 and 2 family occupancies, the distance requirement is 500 feet.

dd) Section 507.5.5 "Clear space around hydrants" is hereby amended to read as follows:

507.5.5. Clear space around hydrants. A 4-foot space shall be maintained around the circumference of fire hydrants except as otherwise required or approved.

ee) Reserved

ff) Section 901.4 "Installation" is hereby amended to read as follows:

901.4. Installation. Fire protection systems shall be maintained in accordance with the original installation standards for that system, except when they have been approved as non-required, discontinued, or out of service by the code official. Required fire protection systems shall be extended, altered, or augmented as necessary to maintain and continue protection whenever the building is altered, remodeled or added to. This requirement

shall not prohibit the owner or occupant from temporarily reducing or discontinuing the protection where necessary to make repairs, tests, alterations, or additions. The code official shall be notified before disconnection and interruption of protection and when tests, repair, alterations, or additions are started and upon completion. The code official shall be advised of the extent and reason for such work. Alterations to fire protection systems shall be done in accordance with applicable standards.

gg) Section 901.4.2 “Non-required fire protection systems” is hereby amended to read as follows:

901.4.2. Non-required fire protection systems. All non-required fire protection systems shall be maintained in accordance with the original installation standards for that system, unless the code official approves discontinuation of the equipment. All discontinued equipment and devices, such as pull stations, nozzles, detectors, sprinklers, sensors, and hose connections shall be removed.

Exceptions: The code official may allow discontinued equipment to remain in place provided that the spirit and intent of the law is observed and the public health, safety and welfare are ensured.

hh) Reserved.

ARTICLE IX. FUEL GAS CODE.

Sec. 12-27. Compliance with ~~2012~~ 2018 International Fuel Gas Code Required.

The ~~2012~~ 2018 International Fuel Gas Code is hereby adopted by reference. In addition, the following Appendices to the ~~2012~~ 2018 International Fuel Gas Code are also adopted by reference:

Appendix A – Sizing and capacities of gas piping (IFGS);

Appendix B – Sizing of venting systems serving appliances equipped with draft hoods, Category I appliances, and appliances listed for use with type B vents (IFGS);

Appendix C – Exit terminals of mechanical draft and direct-vent venting systems (IFGS);
and

Appendix D – Recommended procedure for safety inspection of an existing appliance installation (IFGS).

Sec. 12-28. Amendments to ~~2012~~ 2018 International Fuel Gas Code.

The ~~2012~~ 2018 International Fuel Gas Code as adopted herein by reference is amended as provided in this section.

- a) Section C101.1 is hereby amended to read as follows:

101.1. Title. These regulations shall be known as the Fuel Gas code of Peoria County, hereinafter referred to as “this code.”

- b) Section 102.5 is hereby amended to read as follows:

102.5. Change in occupancy. It shall be unlawful to make a change in the occupancy of a structure which will subject the structure to the special provisions of this code applicable to the new occupancy without approval. The code official shall certify that such structure meets the intent of the provisions of law governing building construction for the proposed new occupancy and that such change of occupancy does not result in any hazard to the public health, safety or welfare.

- c) Section 103.1 is hereby amended to read as follows:

103.1. General. The Department of Inspections shall be the Department of Planning and Zoning and the person in charge thereof shall be the Director of Planning and Zoning.

- d) Section 103.2 “Appointment” is hereby deleted in its entirety.

- e) Section 103.4 “Liability” is hereby deleted in its entirety.

- f) Section 104.4 “Right of Entry” is hereby amended to add the following sentence:

All inspections are subject to constitutional restrictions on unreasonable searches and seizures.

- g) Section 106.3.2 “Time limitation of application” is hereby amended to read as follows:

106.3.2 Time limitation of application. An application for a permit for any proposed work shall be subject to the time limitations set forth in Section 3.1 of Chapter 20 of the Peoria County code.

- h) Section 106.5.2 “Validity” is hereby amended by adding the following:

The building official shall post notice when a structure is in violation of this code or of any other ordinances, in accordance with Section 12-12 of the Peoria County Code, and may seek to prevent occupancy or use of the structure pursuant to Section 12-6 of the Peoria County Code.

- i) Section 106.6 "Fees" is hereby amended to read as follows:

106.6 Fees. A permit shall not be issued until the fees prescribed in Section 12-11 of the Peoria County Code have been paid, nor shall an amendment to a permit be released until the additional fee, if any, due to an increase of the installation, has been paid.

- j) Section 106.6.1 “Work commencing before permit issuance” is hereby amended to read as follows:

106.6.1 Work commencing before permit issuance. Any person who commences work on an installation before obtaining the necessary permits shall be subject to the penalties prescribed in Section 12-6 of the Peoria County Code.

- k) Section 106.6.2 "Fee schedule" is hereby deleted in its entirety.

- l) Section 106.6.3 "Fee refunds" is hereby deleted in its entirety.

- m) Section 108.3 "Prosecution of violation" is hereby deleted in its entirety.

- n) Section 108.4 "Violation penalties" is hereby amended to read as follows:

108.4 Violation penalties. Persons who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties prescribed in Section 12-6 of the Peoria County Code.

- o) 108.6 "Abatement of violation" is hereby deleted in its entirety.

- p) 108.7.2 "Authority to disconnect service utilities" is hereby deleted in its entirety.

- q) 108.7.3 "Connection after order to disconnect" is hereby deleted in its entirety.

- r) Section C109 “Means of Appeal” is hereby deleted in its entirety and the following language is substituted in lieu thereof:

109. Board of Appeals. The Board of Appeals shall be the same as the Board of Appeals under the ~~2012~~ 2018 International Mechanical Code and shall follow the procedures and regulations under Section 109 of that Code.

- s) Section 301.11 “Flood hazard” is hereby deleted in its entirety.

- t) Section 303.7 “Pit locations” is hereby amended by deleting the last sentence.

ARTICLE X. PLUMBING CODE

Sec. 12-29. Compliance with State of Illinois Plumbing Code Required.

The current State of Illinois Plumbing Code, Part 890 Illinois Administrative Code, is hereby adopted by reference.

ARTICLE XI. ENERGY CONSERVATION CODE

Sec. 12-30. Compliance with the Illinois Energy Conservation Code Required.

The Illinois Energy Conservation Code as the code reads as of the time of the adoption of this language, or as the code is amended and updated is hereby adopted by reference.

Sec. 12-31. Amendments to Illinois Energy Conservation Code.

The Illinois Energy Conservation Code as adopted herein by reference is amended as provided in this section. Amendments in this section shall apply to both the Commercial Provisions and Residential Provisions of the Illinois Energy Conservation Code.

a) Section C101.1 "Title" is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Energy Conservation Code of Peoria County, hereinafter to as "this code."

b) Section 103.3.1 "Approval of construction documents" is hereby amended to read as follows:

103.3.1 Approval of construction documents. When the code official issues a permit where construction documents are required, the construction documents shall be endorsed in writing and stamped "Approved". Such approved construction documents shall not be changed, modified or altered without authorization from the code official. Work shall be done in accordance with the approved construction documents.

One set of construction documents so reviewed shall be retained by the code official. The second set shall be sent to the Supervisor of Assessments for review. The third set shall be returned to the applicant, kept at the site of work and shall be open to inspection by the code official or a duly authorized representative.

c) Section ~~107.1~~ 104.1 "Fees" is hereby amended to read as follows:

~~107.1~~ 104.1 Fees. A permit shall not be issued until the fees prescribed by Section 12-11 Peoria County Ordinance have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

d) Section ~~107.3~~ 104.3 "Work commencing before permit issuance" is hereby amended to read as follows:

~~107.3~~ 104.3 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to penalties prescribed by Section 12-6 of the Peoria County Code which shall be in addition to any required permit fees.

- e) Section ~~107.5~~ 104.5 "Refunds" is hereby deleted in its entirety.
- f) Section 108.1 "Authority" is hereby amended by adding to the end of the sentence, "in accordance with Section 12-6 of the Peoria County Code."

- g) Section 108.2 "Issuance" is hereby amended to read as follows:

108.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work, or posted in a conspicuous location. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

- h) Section 108.3 "Emergencies" is hereby deleted in its entirety.

- i) Section 108.4 "Failure to comply" is hereby amended to read as follows:

108.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by Section 12-6 of the Peoria County Code.

- j) Section C109 "Board of Appeals" is hereby deleted in its entirety and the following language is substituted in lieu thereof:

109.1 Board of Appeals. The Board of Appeals shall be the same as the Board of Appeals under the ~~2012~~ 2018 International Mechanical Code and shall follow the procedures and regulations under Section 109 of the code.

ARTICLE XII. ASPHALT CONTRACTOR LICENSING

Sec. 12-32. Definitions.

As used in this article the following words and terms have the meanings specified herein:

“Asphalt Contractor”: Any person contracting or undertaking as a general contractor of any tier to do any construction, reconstruction, repair, maintenance or related work on any parking surface; however, “contractor” shall not include any owner of the property to be constructed, altered, repaired or improved.

“License”: A license held by a contractor issued by the Zoning Administrator under the provisions of this article after payment of the fee specified in Appendix A of this Chapter.

"Parking Surface": Any area consisting of hot mix asphalt which is used in providing ingress to and egress from a parking area or structure or used or maintained for the purpose of storing motor vehicles, excluding those areas which fall in the public right-of-way.

“Person”: A partnership, association, firm, trust, club, institution, company or corporation, as well as the individual.

“Building Board of Appeals”: The Board of Appeals established in Section 109 of the International Mechanical Code.

Sec. 12-33. License Required.

No contractor shall perform any construction, reconstruction, repair, maintenance or related work on any parking surface within the unincorporated areas of the county without first having obtained a contractor license from the Zoning Administrator as hereinafter provided, and it shall likewise be unlawful for any contractor to perform any construction, reconstruction, repair, maintenance or related work on any parking surface within the unincorporated areas of the county in violation of the terms and conditions of such license. No building permits shall be issued to any such contractor who does not hold a valid license from the county.

Sec. 12-34. Application for License.

- k) Any contractor desiring to perform any construction, reconstruction, repair, maintenance or related work on any parking surface within the unincorporated areas of the county shall complete the written application provided by the Zoning Administrator for Contractor licensure. Such application shall be accompanied by evidence of good moral character and integrity, a statement of familiarity and knowledge of the asphalt paving ordinance of the county and such other matters as the Zoning Administrator may deem to be necessary and applicable.
- l) The applicant shall furnish evidence that the applicant has in force a policy of public liability insurance for the protection of the public covering the applicant’s proposed work in a sum of not less than two hundred fifty thousand dollars (\$250,000.00) per occurrence coverage / five hundred thousand dollars (\$500,000.00) aggregate coverage for general liability, together with completed product coverage. The insurance certificate must name the county as the certificate holder and set forth the expiration date and policy number.
- m) The application required for a contractor license shall be accompanied by a fee described in Appendix A of this Chapter.

Section 12-35 Reciprocity. This section was removed in its entirety.

Sec. 12-36. Issuance of License.

If the zoning administrator determines that the applicant is in compliance with these regulations and that all relevant fees have been paid, he shall issue a contractor license.

Sec. 12- 37. Denial of License.

The zoning administrator shall deny the application for a contractor license if the applicant does not meet the applicable provisions required by these regulations. Such denial shall be in writing specifying the reason therefore.

Sec. 12-38. License Term.

- (a) Licenses shall be valid from the date of issuance and shall remain valid until December 31st of the same calendar year.
- (b) The contractor license may be renewed for one (1) year periods upon payment of the renewal fees listed in Appendix A of this Chapter.
- (c) Any holder of a valid contractor license who does not renew said license within thirty (30) days after the end of the fiscal year during or for which such license was issued shall be subject to reapplication and the fees associated therewith.

Sec. 12-39. Temporary License.

- (a) A temporary contractor license applicable for a single job may be issued by the Zoning Administrator and shall automatically expire upon completion of the project for which such temporary license was issued.
- (b) No such temporary license shall be issued to the same party for a new project within a one (1) year period following the issuance of the last temporary license. In the event that the same party obtains more than one temporary license, the Zoning Administrator shall fully document the reasons for issuing such additional temporary license and the temporary license shall be subject to review and possible revocation by the Building Board of Appeals.
- (c) The Zoning Administrator may issue temporary licenses for periods not to exceed sixty (60) days in cases where he determines such action necessary to avoid undue hardships.

Sec. 12-40. Transfer.

No license issued by the Zoning Administrator, pursuant to this article, shall be transferable from one contractor to another or from one person to another.

Sec. 12-41. Revocation or Suspension of License

- (a) In addition to the fines and penalties listed in Section 12-16, any license or permit issued to any contractor who violates or fails to comply with any of the provisions of this article shall be subject to revocation or suspension by the Zoning Administrator.
- (b) The Zoning Administrator may, after allowing opportunity for a license holder to request a hearing, revoke or suspend for not more than thirty (30) days any license issued by him under the terms of this article, for any of the following reasons:
 - (1) Violation of any of the provisions of this article;
 - (2) The willful making of any false statements as to a material fact in an application for a license or the renewal thereof;
 - (3) The willful making of any false statements as to a material fact in an application for a building permit submitted by a licensee;
 - (4) Persistent refusal or neglect to observe the provisions of the applicable codes; and
 - (5) Any other act intended to violate the provisions of the applicable codes.
- (c) Prior to any suspension or revocation, the Zoning Administrator shall give written notice to the license holder advising that:
 - (1) The license is suspended or revoked;
 - (2) The reason(s) therefore;
 - (3) The license shall be permanently suspended or revoked at the end of ten (10) days following service of such notice unless a request for a hearing is filed with the Zoning Administrator by the license holder within the ten (10) day period.
- (d) Any contractor whose license has been suspended or revoked shall refrain from doing any contract work in the unincorporated areas of Peoria County while an appeal and/or a hearing is being sought or under consideration.
- (e) The revocation or suspension of a license shall not serve as a bar to any further remedy or action at law which might be invoked by the county.

Sec. 12-43. Hearings.

All hearings provided for in this Article shall be conducted by the Zoning Administrator at a time and place to be designated by same. Said hearing shall be conducted in accordance with rules as may be adopted by the Zoning Administrator, and shall provide parties with written notice of the hearings, adequate time to prepare, the right to present evidence in support of their position, the right to cross-examine and the right to legal counsel, at their expense.

All hearings shall be conducted in an informal manner, with consideration to all parties. The formal rules of evidence shall not apply; however, the Zoning Administrator may exclude irrelevant or immaterial evidence. The Zoning Administrator may ask questions

of any witness to clarify a point or to assist him in reaching a decision. Written notice of the hearing to a party may be waived by that party.

The Zoning Administrator shall provide a written decision to the license holder within a reasonable time period. The decision of the Zoning Administrator shall be final.

Sec. 12-44. Appeals.

An applicant or a license holder may appeal a final decision of the Zoning Administrator by making application to the Building Board of Appeals pursuant to Section 109 of the International Mechanical Code.

Code Adoption in Central Illinois

Jurisdiction	Current Codes		Planned Codes		Effective Date	Comments
	Building	NEC	Building	NEC		
Peoria County	2012	2014	*2018	*2017	*July 1, 2021	*Will be voted upon by County Board in June 2021
Bloomington	2018	2020	2018	2020	January 1, 2021	
Normal	2015	2017	2015	2017		Will consider 2021 ICC (based on economy)
Washington	2012	2020	2018	2020	June 1, 2021	
East Peoria	2012	2014	*2018	*2017		Plan to adopt later this year
Pekin	2015	2017	2015	2017		No plans to update codes at this time
Tazewell County	2012	2011	*2018	*2017	*July 2021	*Subject to adoption by other communities
Peoria	2018	2017	2018	2017	May 1, 2021	
Morton	2015	2014	2015	2014		Will revisit Fall 2021
Chillicothe	2012	2014	2012	2014		No plans to update codes at this time
Peoria Heights	2018	2014	2018	2014	September 2019	No plans to update NEC at this time

International Building Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
Part 1 Administration (Chapter 1)			
101.2 Exempt Residential Accessory Structures	M	Limiting height of an IRC accessory structure increased to 3 stories above grade plane	
111.1 Change of Use or Occupancy	M	C of O required for change in building's use	
Part 1 Definitions (Chapter 2)			
202 Definition of Greenhouse	A		Structures specifically for growing plants
202 Definition of Horizontal Exit	M	Definition focused on compartmentalization	
202 Definition of Platform	C	Sliding curtains now permitted	
202 Definition of Private Garage	A	Limited to tenants of the building	
202 Definition of Repair Garage	A		Copied IFC definition to IBC for consistency
202 Definition of Sleeping Unit	C		Revised to mean entire suite
202 Definition of Treated Wood	C	Expanded definition beyond pressure treated	
Part 2 Building Planning (Chapters 3-6)			
302.1 Classification of Outdoor Areas	C		Rooftops shall be classified based on the occupancy it resembles
303.4 Assembly Use of Greenhouse	C		Conservation and Exhibition of plants will be an A-3 Occupancy
304.1 Food Processing and Commercial Kitchens	M	Food establishments without dining facilities are considered Business Occupancies	
304.1 Training and Skill Development Facilities	C	Age of occupants no longer a factor	
306.2 Food Processing Facilities and Commercial Kitchens	M	F-1 Occupancy for sizes greater than 2500 sq ft	
308.3 Group I-1 Occupancy Classification	M	Conditions for custodial care w/o assistance, and limited assistance	

International Building Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
308.4 Group I-2 Occupancy Classification	M	Provides two categories for I-2 Occupancy (short term and long term)	
309.1 Mercantile Use of Greenhouse	C		Primary use is for public sales, M occupancy is appropriate
310.3, 310.4 Classification of Congregate Living Facilities	M		Occupant load changes to R-3 occupancies
310.4.2 Owner-Occupied Lodging Houses	M		IRC permitted for 10 or fewer total occupants
310.5 Group R-3 Lodging Houses	M	IRC permitted for lodging homes with 5 or fewer guest rooms	
310.6 Group R-4 Occupancy Classification	M	Expanded to include residents requiring limited assistance	
311.1.1 Classification of Accessory Storage Spaces	M	Storage less than 100sq ft shall not have a separate occupancy	Removes 100sq ft requirement
311.2 Classification of Self-Service Storage Facilities	C		Now classified as S-1 moderate hazard
312.1 Classification of Communication Equipment Structures	M		Structures less than 1500sq ft shall be U Occupancy
312.1.1 Classification of Agricultural Greenhouses	C		Greenhouses not classified as other shall be U Occupancy
403.1 Applicability of High-Rise Provisions	C	Exempts compliance with Group H-1, H-2, H-3	
403.2.1.1 Types of Construction in High-Rise Buildings	M		No longer permits reduction in hour ratings for H-2, H-3, H-5 Occupancies
404.5 Atrium Smoke Control in Group I Occupancies	M	Smoke control system required in I-2, I-3 (condition 2) two story atrium	
404.6 Enclosure of Atriums	M		Adds an exception for spaces adjacent to an atrium that does not require smoke control
404.9, 404.10 Egress Travel Through Atrium	C	Addresses three distinct conditions of travel	
406.1 Motor Vehicle-Related Occupancies	C		Reorganized for clarity of specific requirements

International Building Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
406.3 Regulation of Private Garages	C		Private garages may alternatively comply with public garage provisions
406.3.1 Private Garage Floor-Area Limit	M	Limits 1000sq ft per 1 hour rated area	
406.3.2 Private Parking Garage Ceiling Height	C	7' minimum	
406.6.2 Ventilation of Enclosed Parking Garages	C		Refers to Chapters 4 and 5 of IMC
407.2.5 Group I-2 Shared Living Spaces	A	Conditionally allows group spaces open to corridors	
407.2.6 Group I-2 Cooking Facilities	A	Conditionally allows domestic cooking areas open to corridors	
407.5 Maximum Size of Group I-2 Smoke Compartments	M	Increase size of compartment to 40,000sq ft	Size increase only permit in single patient occupancies, or no sleeping rooms
407.5.4 Required Egress from Smoke Compartments	M		Smoke compartments without an exit shall be provided with access to not less than two adjacent compartments
410.3.5 Horizontal Sliding Doors at Stage Proscenium Opening	A	Provides alternation protection by rated doors	
412.7 Travel Distance in Aircraft Manufacturing Facilities	M	Permitted Exit Access travel distance increased	
420.7 Corridor Protection in Assisted Living Units	M		Conditionally allows living, meeting, and therapeutic areas open to corridors
420.8 Group I-1 Cooking Facilities	A		Conditionally allows domestic cooking areas open to corridors
420.10 Dormitory Cooking Facilities	A		Installation and use of cooking appliances will be regulated in common areas and sleeping rooms
422.6 Electrical Systems in Ambulatory Care Facilities	A		Add reference to IBC Chapter 27 and NFPA 99
423.2 Storm Shelters Serving Emergency Facilities	A	Requires a storm shelter	

International Building Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
423.4 Storm Shelters Serving Group E Occupancies	A	Requires a storm shelter capable of housing total occupant load	
424.1 Children's Play Structures	M		Revised the scope of structures that can be regulated
427 Medical Gas Systems	A		Copies and adds IFC provisions into IBC
428 Higher Education Laboratories	A		Labs with hazardous materials can be considered Group B when in compliance with new provisions
503.1, 706.1 Scope of Fire Wall Use	M		Limits fire walls to determining permissible construction type
503.1.4 Allowable Height and Area of Occupied Roofs	A		Added conditions for roof occupancy
Tables 504.3, 504.4 Building Height and Number of Stories	C	Reformatted for ease of use	
505.2.1.1 Mezzanine and Equipment Platform Area Limitations	C		Aggregate area cannot exceed 2/3 of floor area
505.2.3, Exception 2 Mezzanine Openness	M	Removed direct exit access provision	
Table 506.2 Building Area	C	Reformatted table to include sprinkler increases	
Table 506.2, Note i	M		Increases allowable area for Group U Greenhouses of VB construction
507.1 Basements in Unlimited Area Buildings	C	Basements not more than one story below grade shall be permitted	
507.4 Sprinklers in Unlimited Area Group A-4	C		Omission permitted only in sport activity area
507.9 Group H-5 in Unlimited Area Buildings	A	Now permitted with special provisions	
508.3.1.2 Group I-2, Condition 2 Nonseparated Occupancies	M		Increases requirements for path of egress where condition exists
508.4.1, Table 508.4 Separated Occupancies vs Fire Area Separations	C		Distinction between occupancy separation by fire walls, and fire walls used to create fire areas so as not to require sprinkler

International Building Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
Table 509 Fire Protection from Incidental Uses	M/C	More detail for support spaces within healthcare or ambulatory care	Add reference to IFC and NFPA
510.2 Horizontal Building Separation	M/C	Remove one story limitation	Separation to be maintained through vertical offsets
Table 601, Footnote b Fire Protection of Structural Roof Members	M		Protection not required for roof members 20' above floor
Table 601, Footnote d One-Hour Substitution	D	Removes footnote allowing sprinkler system substitution	
Table 602, Footnote I Group R-3 Fire Separation Distance	C		5' or greater requires no rating in IIB or VB
602.3, 602.4.1 FRT Wood Sheathing in Exterior Wall Assemblies	C		Permitted where assemblies do not exceed a 2-hour rating
602.4 Type IV Member Size Equivalencies	A	Specifies dimensions for heavy timber	
602.4.2 Cross-Laminated Timber in Exterior Walls	A	Allows CLT use in exterior walls requiring a rating of 2hour or less	
603.1, Item 26 Wall Construction of Freezers and Coolers	A	Conditionally permits wood construction	
Part 3 Fire Protection (Chapters 7-9)			
704.2, 704.4.1	M		Individual projection of columns not required in light frame construction between bottom and top plates
704.4 Protection of Secondary Members	C	May be protected by ceiling membrane of appropriate rating	
705.2 Projection at Exterior Walls	M	Cornices, eaves, overhangs shall now conform	
Table 705.2	M		Decreased required clearances from projection
705.2.3, 705.2.3.1 Combustible Projections	M/C	Removed two thresholds requiring compliance	Relocated Section 1406
705.3 Buildings on the Same Lot	M	Openings permitted for separate S-2 and R-2 structures on same lot	
705.6 Structural Element Bracing of Exterior Walls	M	No longer required to be regulated for fire resistance	

International Building Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
705.8.1 Measurement of Fire Separation Distance for Opening Protection	C		Distance determined individually by story
705.8.5 Vertical Separation of Openings	C	Walls separating vertical openings shall be rated on both sides	
706.1.1 Party Walls Not Constructed as Fire Walls	M		Permitted provided building on either side complies with height and area requirements
706.2 Structural Stability of Fire Walls	M	Reference to NFPA standard has been expanded	Permits sheathing ¾" or less to be continuous through wall assembly
708.4 Continuity of Fire Partitions	C		Continuity requirements have been reformatted for clarity
708.4.2 Fire blocking and Draft stopping at Fire Partitions	C		Requirements have been consolidated
709.4 Continuity of Smoke Barriers	C	Clarity added for barriers of different purposes	
711, 712 Horizontal Assemblies and Vertical Openings	M	Reorganized into separate sections	
713.8.1 Membrane Penetrations of Shaft Enclosures	M		Now permitted on the outside of shaft enclosure
714.4.2 Membrane Penetrations	M	Wood framed top plates may interrupt membrane	
716.2.6.5 Delayed-Action Self-Closing Doors	A		Now permitted where doors are not required to be automatically closing
717.1.1 Ducts Transitioning between Shafts	C	Ducts need only be protected by dampers when transitioning	
717.3, 717.5 Corridor Dampers	C	Required on ceilings of rated corridors	
803.1.1, 803.1.2 Interior Wall and Ceiling Finish Testing	C		Reorganized to enhance application and enforcement
803.3 Interior Finish Requirements for Heavy Timber Construction	M		Must comply when used in interior exit stairways/passageways

International Building Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
803.11, 803.12 Flame Spread Testing of Laminates and Veneers	A		Specific provisions now provided
901.6.2 Integrated Fire Protection System Testing	A		Criteria added referring to NFPA 4
902 Fire Pump and Fire Sprinkler Riser Rooms	A		Prescriptive requirements added to regulate design
903.2.1 Sprinklers Required in Group A Occupancies	C		Required on all floors serving egress requirements for Group A
903.2.1.6 Sprinkler Systems – Assembly Occupancies	A	Required for rooftops with greater than 100 occupants, 300 for all other occupancies	
903.2.1.7 Multiple Fire Areas	A	Group A occupant loads calculated together	
903.2.3 Sprinklers in Group E Occupancies	M		Criteria added for occupant load and location
903.2.8 Sprinkler Systems – Group R Occupancies	M	Dependent on capabilities of the occupants	
903.3.1.1.2 Exempt Locations for NFPA 13 Sprinklers	M	Bathrooms under 55sqft in R other than R-4	Includes all R occupancies
903.3.1.2.1 Sprinkler Protection at Balconies and Decks	C		Protection to be extended
903.3.1.2.2 Open-Ended Corridors	C	Required where NFPA 13R system	
903.3.1.2.3 Protection of Attics in Group R Occupancies	A		New section for NFPA 13R sprinkler system
903.3.8 Limited Area Sprinkler Systems	M	Limited to 6 or fewer heads in a single fire area	
904.12 Commercial Cooking Operations	M		Must comply with NFPA 96 or NFPA 750
904.13 Domestic Cooking Systems in Group I- 2 Condition 1	A/M	Hood requires automatic fire-extinguishing system	Required in College dormitories classified as R-2
904.14 Aerosol Fire Extinguishing Systems	M		Now refers to IBC, NFPA 2010, and listed instructions

International Building Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
905.3.1 Class III Standpipes	M		Protection required in buildings have four stories above or below grade plane
905.4 Class I Standpipe Connection Locations	M		Required on main floor landing with exception
907.2.1 Fire Alarms in Group A Occupancies	M		Required with an occupant load greater than 100 and located above or below level of exit discharge
907.2.3 Fire Alarms – Group E Occupancies	M	Increased to occupant load of 50 or more	
907.2.9.3 Alarm Systems – Group R-2 College and University Buildings	M	Scope applies to buildings operated by University	
907.2.10 Group R-4 Fire Alarm Systems	D		Manual alarm and automatic smoke detection no longer required
907.2.11.3, 907.2.11.4 Smoke Alarms Near Cooking Appliances and Bathrooms	M	Addresses minimum distances	
909.21.1 Elevator Hoistway Pressurization	M	Alternatives to general pressurization outlined	
910 Smoke and Heat Removal	M	Mechanical removal permitted and format revised	
915 Carbon Monoxide Detections	M	Relocated, reformatted, excludes Group I-3, adds Group E	
Part 4 Means of Egress (Chapter 10)			
Chapter 10 Means of Egress	M	Provisions for number of means of egress and arrangement have been reformatted and relocated	
1004.1.1 Cumulative Occupant Loads	M	Egress capacity will be determined by combined occupant load for interconnected spaces	
Table 1004.1.2 Occupant Load Factors	M	Mercantile now a single load factor	
Table 1004.5, 1004.8 Occupant Load Calculation in Business Use Areas	M		Now 150 gross or concentrated per 1004.8
1006, 1007 Numbers of Exits and Exit Access Doorways	M	Consolidated egress requirements for rooms and stories	

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Section/Topic	Type	2015	2018
1006.2.1, Table 1006.2.1 Group R Spaces with One Exit or Exit Access Doorway	C		Cumulant occupant load per 1004.8
1006.3, 1006.3.1 Egress through Adjacent Stories	C		Where stairways serve multiple stories, occupant load of each individual story shall be used
1007.1 Exit and Exit Access Doorway Configuration	M	Exit separation distance specified, and language for adequate separation for three or more means of egress	
1008.2.3 Illumination of the Exit Discharge	C		Required for entire path to public way or safe dispersal area
1008.3.5, 1008.2.2 Emergency Illumination in Group I-2	M		Maintain .2 footcandles in multi lamp units
1009.7.2 Protection of Exterior Areas of Assisted Rescue	M		Rated assembly not required where building is fully sprinklered
1009.8 Two-Way Communication Systems	C	May serve multiple elevators, not required at service, freight, or private elevators	
1010.1.1 Size of Doors	C		Provisions addressing width and height have been reformatted
1010.1.4.4 Locking Arrangements in Educational Occupancies	A		Guidance for security measures in educational facilities
1010.1.9 Door Operations – Locking Systems	M	More consistent terminology and clarification on application	
1010.1.9.8 Use of Delayed Egress Locking Systems in Group E Classrooms	M		Expanded to include Group E and secondary exits for courtrooms
1010.1.9.12 Locks on Stairway Doors	M		Permitted to be locked from ingress side of a building of any height not considered a high rise
1010.3.2 Security Access Turnstiles	A		New conditions for turnstiles that inhibit travel in direction of egress
1011.15, 1011.16 Ladders	A	Locations where ladders can be used, comply with provisions of IMC	
1013.2 Floor Level Exit Sign Location	M		Bottom of sign may now be mounted up to 18” above floor level

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Section/Topic	Type	2015	2018
1014.8 Handrail Projections	C	Intermediate handrails are not considered to reduce egress width	
1015.6, 1015.7 Fall Arrest for Rooftop Equipment	M		Exception now only references ANSI/ASSE standard
1016.2 Egress Through Intervening Spaces	M	Egress through elevator lobby is permitted provided at least one is available without passing through	
1017.2.2 Travel Distance Increase for Groups F-1 and S-1	M	Conditional increases	
1017.3, 202 Measurement of Egress Travel	C		Must apply to each room or space on every story
1018.3 Aisles in Groups B and M	M	Consistent with corridor width and no longer conditional with occupant load	
1020.2 Corridor Width and Capacity	C	Exception for areas not serving stretcher traffic	
1023.3.1 Stairway Extension	M/M	Fire door no longer required if passageway has no other openings	Separation between stairway and passageway extension not required where both are pressurized
1023.5, 1024.6 Exit Stairway and Exit Passageway Penetrations	M		Security and two-way communication systems are permitted
1025.1 Luminous Egress Path Marking in Group I Occupancies	M		No longer required in high- rise Groups I-2, I-3, or I-4
1026.4, 1026.4.1 Refuge Areas for Horizontal Exits	M		
1029.6, 1029.6.3, 202 Open-Air Assembly Seating	C		Seating methods clarified with introduction of defined open air assembly
1029.13.2.2.1 Stepped Aisle Construction Tolerances	M	Risers must be between 4" and 8"	
1030.1 Required Emergency Escape and Rescue Openings	C		Not required in R-2 where two means of exit access, and are required in R-4 occupancies
Chapter 11 - Accessibility			
Superseded by 2018 State of Illinois Accessibility Code			

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Section/Topic	Type	2015	2018
Chapter 12 – Interior Environment			
1206.2, 1206.3 Engineering Analysis of Sound Transmission	M		Allows for performance based approach to meet sound transmission rating
Chapter 14 – Exterior Walls			
Table 1404.2 Weather Covering Minimum Thickness	M		Minimum required thickness of masonry and stone veneer has been updated
1404.18 Polypropylene Siding	M		Now specifically permitted for use on exterior of any construction type when provisions allow
1405.3 Vapor Retarders	M	Required types and locations for each class of vapor retarder revised	
Chapter 15 – Roof Assemblies and Rooftop Structures			
1504.3.3 Metal Roof Shingles	A		Now addressed separately from other metal panel roof systems
1507.1 Underlayment	C		Underlayment and ice barrier requirements have been relocated to one new section
1507.18 Building Integrated Photovoltaic Panels	A		Integrated panels now have specific requirements in IBC
Chapter 16 – Structural Design			
1602.1 Definitions and Notations	M	References classification standards for flexible and rigid diaphragms	
1603 Construction Documents	M	Two additional items related to snow load required on documents	
1603.1 Construction Documents			Requirements for environmental and special loads updated for rain, snow and wind
1603.1.8 Special Loads	A	Dead load of any rooftop PV system must be identified	
1604.3 Serviceability	M	Deflection limits have changed for interior partitions, wood members and wind loads	
1604.3.7 Deflection of Glass Framing	A		Limits to framing that supports glazing added

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Section/Topic	Type	2015	2018
1604.5 Risk Category	C	Revised to clarify where standards refer to ASCE	
1604.5.1 Multiple Occupancies	A		Includes an exception for buildings with a storm shelter
1604.10 Storm Shelters	A		Loads shall be determined in accordance with ICC500
Table 1607.1 Deck Live Load	M		Now consistent with ASCE 7
Table 1607.1 Live Load Reduction	M		Table clarifies where heavy live loads may be reduced
1607.5 Partition Loads	M	Loads will be considered unless floor is designed for 80psf or greater live load	
1607.9 Impact Loads for Façade Access Equipment	A	Establishes provisions for elements supporting equipment and anchorages	
1607.10.2 Alternative Uniform Live Load Reduction	M	Method has been corrected to be consistent with original intent	
1607.12 Roof Loads	A	Term vegetative roof has been defined and reference added	
1607.12.5 Photovoltaic Panel Systems	A	Requirements for roof structures supporting panels and modules have been added	
1607.15.2 Minimum Fire Load	A		Establishes minimum lateral load for fire walls to resist at 5psf
1609 Wind Loads	M		Updates wind speed maps
1609.1.1 Determination of Wind Loads	M	Reference to new testing standard ASCE 49	
1613 Earthquake Loads	M		Updates site coefficients
1613.2.1 Seismic Maps	M		Updated to match 2015 NEHRP provisions and 2016 ASCE 7 standards
1613.3.1 Mapped Acceleration Parameters	A	Includes USGS hazards for US Territories	
1613.5 Amendments to ASCE 7	A	Clarifies diaphragm anchorage requirements	
1613.6 Ballasted Photovoltaic Panel Systems	A	Seismic requirements added	
1615, 1604.5 Tsunami Loads	A		Addresses design of critical infrastructure and essential facilities
Chapter 17 -Special Inspections and Tests			

International Building Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
1704.5 Submittals to the Building Official	A	Requirements for reports related to special inspections	
1704.6 Structural Observations	M		Requires structural observation of high-rise or Risk Category IV
1705.2 Steel Construction	M	Coordinate with new terminology in Chapter 22, AISC 360 and SDI	
1705.2.3 Open Web Steel Joists and Joist Girders	A	SI required during installation	
Table 1705.3 Required Special Inspections of Concrete Construction	M	Requirements changed for cast in place anchors	
1705.5.2 Metal-Plate-Connected Wood Trusses	M		Periodic inspection of required bracing
1705.11 Special Inspection for Wind Resistance	C	Clarified requirements of wind resisting components	
1705.12 Special Inspection for Seismic Resistance	A	Periodic testing of cold- formed steel special bolted moment frames now mandated	
1705.12.1, 1705.13.1 Seismic Force-Resisting Systems	C		Exceptions for inspections clarified for moderate and high seismic reasons
1705.12.6 Fire Sprinkler Clearance	A		Provision for special inspection of sprinkler components to MEP system
1708.3.2 Static Load Testing	M	Revised to clarify intent and method of testing has been specified	
1709.5 Exterior Window and Door Assemblies	M	Design pressure ratings are to be done on an allowable stress basis	
1711 Material and Test Standards	D	Requirements for testing joist hangers has been removed	
Chapter 18 Soils and Foundations			
1803.5 Investigated Conditions	M	Requirements have been updated to align with current geotechnical practices	
1804.1 Excavation Near Foundations	A	Provides basic requirements for underpinning	
1804.4 Site Grading	M		Impervious surfaces can slope less than 2% near doors to meet egress requirements
1807.2 Retaining Walls	M		Requirement for consideration of a keyway has been deleted from this section

International Building Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
1808.3 Design Surcharge Loads	A	Requirement pertaining to surcharge loads added	
1810.2.5 Group Effects	C	Clarifies effect of grouped deep foundations elements	
1810.3 Design and Detailing	A	Provisions addressing structural steel sheet piles have been added	
1810.3.8.3 Precast Prestressed Piles	M		Equations updated for addressing piles
Chapter 19 Concrete			
1901.2 Seismic Loads for Precast Concrete Diaphragms	M		Requires use of ASCE 7 Section 14.2.4 in high seismic regions
1901.3 Anchoring to Concrete	M	Shall be in accordance with ACI 318 and applies to cast in place and post- installed expansion anchors	
1901.4 Composite Structural Steel and Concrete Structures	M	Refers to Section 2206	
1904 Durability Requirements	M	Deleted previous language and now refers to ACI 318	
1905.1.3 Modifications to ACI 318, Section 18.5	M	Deleted and refer to ACI 318	
1905.1.8 Modifications to ACI 318, Section 17.2.3		Changed to be consistent with ACI 318	
Chapter 21 Masonry			
2101.2 Masonry Design Methods	M	References have been updated	
2103 Masonry Construction Materials	M	References have been updated	
2104 Masonry Construction	M	References have been updated	
2105 Quality Assurance	M	References have been updated	
2111, 2113 Masonry Fireplaces and Chimneys	C	Definitions relocated, reinforcement and anchorage requirements clarified	
Chapter 22 Steel			
2207.1 SJI Standard	M		2015 SJI is now referenced for steel joists
2209.2 Cantilevered Steel Storage Racks	A		Reference to rack standards added to specify when code is applicable

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Section/Topic	Type	2015	2018
2210 Cold-Formed Steel	M	New SDI Standard referenced for composite slabs and steel decks	
2211 Cold-Formed Steel Light-Frame Construction	M/M	New AISI Standard 220 now referenced	2015 AISI Standards are now referenced
Chapter 23 Wood			
2303.1.4 Structural Glued Cross-Laminated Timber	A	New definition for CLT and references	
2303.1.13 Engineered Wood Rim Board	A	New definition for engineered wood rim board and references	
2303.2.2 Fire-Retardant-Treated Wood	M		Types of allowable treatment clarified
2303.6 Nails and Staples	M		Required to conform to ASTM F 1667
2304.6 Exterior Wall Sheathing	M	Establishes structural performance standards and wind resistance	
Table 2304.9.3.2 Mechanically Laminated Decking	A		Alternative fastening schedule is provided
Table 2304.10.1 Ring Shank Nails	M		Aligns with IRC requirements for roof sheathing
2304.10.5 Fasteners in Treated Wood	M		Required to be stainless steel
2304.10.6 Load Path	M	New minimum thickness for steel straps used to splice framing members	
2304.11 Heavy-Timber Construction	M		Section has been reorganized
2304.12 Protection Against Decay and Termites	M	Specifies where waterborne preservatives are required	
2304.12.2.5, 2304.13.2.6 Supporting Members for Permeable Floors and Roofs	M		Impervious barrier must provide positive drainage
2308 Conventional Light-Frame Construction	M	Reformatted and reorganized	
2308.2.5 Allowable Roof Span	M	Provisions have been clarified as part of modifications to 2308	

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Section/Topic	Type	2015	2018
Table 2308.4.1.1(1) Header and Girder Spans- Exterior Walls	M		Now permits No.2 Southern Pine
Table 2308.4.1.1(2) Header and Girder Spans- Interior Walls	M		Now permits No.2 Southern Pine, additional building widths added to table
2308.5.5.1 Openings in Exterior Bearing Walls	M		Single member headers are permitted in prescriptive wood framing
2308.7 Roof and Ceiling Framing	M	Joist and rafter span tables have been imported from IRC	
2309 Wood Frame Construction Manual	A	Section has been added to reference American Wood Council construction manual	
Chapter 24 Glass and Glazing			
2406.4.7 Safety Glazing Adjacent to Bottom Stair Landing	M	Required for glazing located less than 60" from bottom of landing	
2407.1 Structural Glass Baluster Panels	M		Clarifies requirements of components
Chapter 25 Gypsum Board and Plaster			
Gypsum Panel Products	A	Definitions of Gypsum board has been revised and references added	
2510.6 Water-Resistive Barrier	M		Exceptions for Climate Zones 1A, 2A, and 3A added
Chapter 26 Plastic			
2603.13 Cladding Attachment over Foam Sheathing to Wood Framing	A		Requirements are now consistent with IRC
2612 Plastic Composites	A	New definitions and standards address use as exterior deck components	
Chapter 29 Plumbing Systems			
2902.3 Public Toilet Facilities	M	Quick service tenant spaces are no longer required to provide public use facilities	

International Building Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
Chapter 30 Elevators and Conveying Systems			
3001.2 Emergency Elevator Communication Systems	A		Requires communication system for the deaf, hard of hearing and speech impaired
3004 Elevator Hoistway Venting	D	Section deleted as venting to exterior is no longer required	
3006 Elevator Lobbies	M	Requirements have been relocated from Section 713.14.1	
3006.2.1 Corridors Adjacent to Elevator Hoistway Openings	C		Door opening must be protected in accordance with IBC 3006.3 when corridor is rated
3007.1 Extent of Fire Service Access Elevator Travel	M		Only required at and above the lowest level of Fire Department access
3008.1.1 Required Number of Occupant Evacuation Elevators	M		A reduction in minimum number of evacuation elevators based on performance
Chapter 31 Special Construction			
3113 Relocatable Buildings	A		Definitions added and means of acceptance for relocatable modular buildings
Chapter 33 Safeguards during Construction			
3310.1 Stairways in buildings under construction	M		One stairway must be provided once building has reached a height of 40' above fire department vehicle access
Fire Watch during construction	A		Provision added for Fire Code Official to require a Fire Watch once a project exceeds 40' in height
Chapter 34 Existing Structures			
Existing Structures	D	Chapter has been deleted and will solely regulated buy Existing Building Code	

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Section/Topic	Type	2015	2018
Chapter 1 – Administration			
R101.2, R 202 Scope – Accessory Structures	M/M	Maximum height for accessory structures has been increased to three stories above grade	All instances where the IBC permits construction under the IRC are now listed in exceptions to the IRC scope
R104.11 Alternative Materials, Design, and Methods of Construction and Equipment	A/M	When alternative methods aren't approved, the reason must be stated in writing	Requires application by owner or authorized agent showing equivalency
R105.1, R110.1, R202 Change of Occupancy	C		Will be required when occupancy involves a change in the application of this code (i.e. single family to Bed & Breakfast)
Chapter 2 – Definitions			
R202 Definition of Access	C		<i>Access</i> requires removal of obstruction, <i>ready access</i> does not
R202 Definition of Crawl Space	A		An underfloor space that is not a basement
R202 Definition of Carbon Monoxide Alarm	A		Differentiates between a CO alarm and a CO detector
R202 Definition of Fenestration	C		Clarifies difference between vertical fenestration and skylights/sloped glazing
R202 Definition of Solar Energy System	C		Clarifies differences between systems utilized for electrical energy or thermal energy
Chapter 3 – Building Planning			
Table R301.2(1) Climatic and Geographic Design Criteria	M/M	Contains new section to include special wind regions or wind borne debris zones	Jurisdictions will include variables for Manual J assessments with other design criteria
R301.2 Wind Design Criteria	M	Ultimate design wind speed value replaces data for 3-sec gusts	
R301.2 Wind Speed Maps	M	Now reflects ultimate design wind speed	
Table R301.2(2) Component and Cladding Loads	M	Now reflects ultimate design wind speed	
R301.2.1.1.1 Sunrooms	A	Sunrooms shall comply with AAMA/NPEA/NSA 2100-12	
R301.2.1.2 Protection of Openings in Wind Borne Debris Regions	M	Requirements for glazed openings references ASTM E 1996 standard	
R301.2.1.4 Wind Exposure Category	M	Category A has been removed, Category D applies to open water, flats and ice fields	

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Section/Topic	Type	2015	2018
Table R301.2.1.5.1 Modifications for Topographic Wind Effects	M	Updated for the change to ultimate wind speed	
R301.2.2.1 Seismic Design Category	M		Allows lower seismic category based on soil type
R301.2.2.6 Irregular Buildings	M		Section has been rearranged for ease of use
R301.3 Story Height	M	Story height in masonry may not exceed 13'7", all other types may not exceed 11'7"	
R302.1 Exterior Walls	M/M	Unprotected roof overhangs may project within 2' of property line with proper fireblocking	References IBC for determining fire-resistance rating
R302.2 Townhouse Separation	M/M	Common walls must now be rated 2hrs when not protected with an automatic sprinkler	Provides two means of achieving compliance
R302.3 Two-Family Dwelling Separation	M		References IBC 703.3
R302.4.2 Membrane Penetrations	M		Listed luminaires are permitted penetrations
R302.5 Dwelling-Garage Opening Protection	M		Automatic-closing device permitted alternative to self-closing
R302.10 Insulation Flame Spread	C		Facings and vapor retarders must comply when not concealed
R302.13 Fire Protection of Floors above Crawl Spaces	C/M	Section has been relocated from Chapter 5 to Sec R302	Required where applicable to the framing members and above fuel fired or electric heating appliances
R303.7, R303.8 Stairway Illumination	C	Interior and Exterior provisions have been separated	
R304.1 Minimum Habitable Room Area	M	The requirement for one habitable room with a minimum 120sq ft area has been removed	
R305 Ceiling Height	M	Minimum ceiling height for bathrooms and laundry rooms has been reduced to 6'8". Exception for obstructions to 6'4" has been expanded to include basements	
R308.4.2 Glazing Adjacent to Doors	M/M	Safety glazing installed perpendicular to a door in closed position and within 24" of door on hinge side in-swing	Glazing within 24 on hinge side of the door and 180° or less from plane shall be considered in a hazardous location
R308.4.4 Glazing in Guards and Railings	M		Handrail/top rail required unless laminated glass is used
R308.4.5 Glazing and Wet Surfaces	M	Exception from safety glazing greater than 60" from water also includes showers, saunas, and steam rooms	

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Section/Topic	Type	2015	2018
R308.4.7 Glazing Adjacent to the Bottom Stair Landing	C/C	Now defined as the area in front of the plane of the bottom tread	Figure has been redrawn for clarity
R310.1 Emergency Escape and Rescue Openings	C/M	Section has been reorganized. Separate provisions for windows and doors.	Not required for bedrooms in dwellings protected by an automatic sprinkler system
R310.3 Area Wells for Emergency Escape and Rescue Doors	M		Replaces “bulkhead enclosure” with “area well” and adds provisions for ladders and steps
R310.5, R310.6 Emergency Escape and Rescue Openings for Additions, Alterations, and Repairs	C	Not required if there is access to a basement with an existing opening. Alterations do not require unless a bedroom is added	
R311.1 Means of Egress	C	Required egress door must open directly to public way or a yard that opens to public way	
R311.7.1, R311.7.8 Handrail Projection	M		New exception for handrail projections
R311.7.3 Maximum Stair Rise between Landings	M/M	Maximum vertical rise increased to 147”	Maximum rise has increased to 151”
R311.7.5.1 Stair Risers	M	Open risers are permitted 30” or less from the floor	
R311.7.5.3 Stair Nosings	C		Clarifies that nosings must be consistent throughout the stairway
R311.7.10.1 Spiral Stairways	M	Size is limited to a walkline dimension no greater than 24 ½ inches	
R311.7.11, R311.7.12 Alternating Tread Devices and Ships Ladders	A/M	Added to stair provisions, not to be used as a means of egress	May now be used in lofts that do not exceed 200ft²
R311.8 Ramps	M	Ramps not required for egress may have a slope not greater than 1:8	
R312.1 Guards	C		Requirements only apply to those portions of the walking surface that exceed 30” above grade
R312.1.2 Guard Height	M	Provision requiring guard height to be measured from surface of fixed seating has removed	
R312.2.1 Window Fall Protection	C	Provisions have been clarified to be consistent with IBC	
R314 Smoke Alarms	M/M	Battery operated alarms are permitted when alterations occur. New provisions for locations near bathrooms and cooking appliances	The exemption for interconnection of alarms based on feasibility has been removed

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Section/Topic	Type	2015	2018
R315 Carbon Monoxide Alarms	M/M	Require connection to electrical system and battery backup. Required in bedrooms with a fuel fired appliance in room or adjoining bathroom	Interconnection now required where multiple CO alarms are required
R317.3 Fasteners in Treated Wood	M		Staples shall be stainless steel
R324.4 Rooftop-Mounted Photovoltaic Systems	M		Requirements consolidated in R324.4
R324.6 Roof Access for Photovoltaic Solar Energy Systems	A		Requirements have been added to IRC
R324.6.2.2 Solar Panels near Emergency Escape and Rescue Openings	A		Shall not be installed within 36" below
R325 Mezzanines	A	Provisions place limitations that are consistent with IBC	
R325.3 Mezzanine Area Limitation	M		Conditionally increased to ½ the floor area of the room it is located in
R325.6, R202 Habitable Attics	A		Requirements for habitable attics to not be considered an additional story
Chapter 4 - Foundations			
R403.1.1 Minimum Footing Size	M	Tables are expanded based off construction method and foundation type	
R403.1.2, R602.10.9.1 Continuous Footings in Seismic Design Categories D ₀ , D ₁ , and D ₂	C	Clarifies continuous footing requirement and moves requirements from Section 6	
R403.1.3 Footing and Stem Wall Reinforcing in Seismic Design Categories D ₀ , D ₁ , and D ₂	C	Clearly defines minimum reinforcing	
R403.1.6 Foundation Anchorage	M	Anchor bolts are required to be placed in middle third of sill	
Table R403.3(1) Insulation Requirements for Frost Protected Footings	M		Thickness requirements for EPS Foam have changed
Table R403.4 Crushed Stone Footings	M		Updated to include minimum width and depth for precast concrete walls

International Residential Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
R404.1.4.1 Masonry Foundation Walls in Seismic Design Categories D ₀ , D ₁ , and D ₂	M	Minimum vertical reinforcement increased to No. 4 bars spaced max 4' o/c	
R404.4 Retaining Walls	M	Retaining walls with more that 48" of unbalanced backfill shall be designed by an engineer	
R408.3 Unvented Crawl Spaces	M		Ventilation not required provided adequate dehumidifier is installed
Chapter 5 - Floors			
Table R502.3.1(1), R502.3.1(2) Floor Joist Spans for Common Lumber Species	M	Approved lengths have changed for Southern Pine, Hem-Fir, and Doug Fir-larch	
R502.10 Framing of Floor Openings	M	Some requirements for header joist and trimmer connections removed	
Table R505.3.2 Cold-Formed Steel Joist Spans	M		Max spans are updated
R507 Decks	M		Reorganized for ease of use and simplified prescriptive construction methods
R507.1, R507.4 Decking	M	Code sets maximum allowable spacing for joists supporting decking material	
R507.2 Deck Materials	M		Adds requirements for fasteners, connections, flashing and alt materials
R507.2 Deck Ledger Connection to Band Joist	C	Reorganized for clarity	
R507.2.4 Alternative Deck Lateral Load Connection	M	Requires two hold down devices to be within 2' of the end of the deck	
R507.3 Deck Footings	A		Describes minimum prescriptive requirements based on snow load, soil quality and footing
R507.4 Deck Posts	M		Moved from R507.8
R507.5 Deck Beams	M		Includes single-ply beams
R507.6 Deck Joists	M		Maximum spacing and span length clarified
R507.5, R507.6, R507.7 Deck Joists and Beams	A	New sections and tables provide prescriptive method	
R507.7, R507.8, R507.9 Decking, Vertical and Lateral Support	M		Material options and fastener systems clarified, updated support info
R507.8 Deck Posts	A	New section established min sizes of wood posts and requirements for connection to footing	

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Section/Topic	Type	2015	2018
Chapter 6 – Wall Construction			
Table R602.3(1) Fastening Schedule – Roof Requirements	M	Now contains multiple nail size options	
Table R602.3(1) Fastening Schedule – Wall Requirements	M	Now contains multiple nail size options, clarifies double top plate splicing	
Table R602.3(1) Fastening Schedule – Floor Requirements	M	Now contains multiple nail size options, clarifies joist/rim joist connection	
Table R602.3(6) Alternate Stud Height	A		A prescriptive requirement is added for studs greater than 10 feet
R602.3.1 Stud Size, Height, and Spacing	M	Table R602.3.1 removed and exception for tall walls moved to this section	
Table R602.7(1), R602.7(2) Girder and Header Spans	M		Table updated assuming No.2 Southern Pine, additional footnote assumes braced girders and headers
R602.7 Headers	M	Span tables have been moved to this section	
Table 602.7.5 Lateral Support for Headers	M		Number of required king studs altered based of wind region and header span
Table R602.10.3(1) Bracing Requirements Based on Wind Speed	M	Table values changed due to use of ultimate design wind speed	
Table R602.10.3(4) Seismic Adjustment Factors	M		New bracing methods for brick veneer in multi-story
R602.10.4.1 Mixing Bracing Methods	M		Intermittent alternate method must have sufficient bracing for that length
Table R602.10.5 Contributing Length of Method CS-PF Braced Wall Panels	M	Value has increased by 50% in low-seismic regions	
R602.10.6.2 Method PFH: Portal Frame with Hold-Downs	M	Hold down capacity reduced to min 3500lbs	
R602.10.6.4 Method CS-PF – Continuously Sheathed Portal Frame	M		Slight change when posts are used to support frame

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Section/Topic	Type	2015	2018
R602.10.6.5 Method BV-WSP	M		Alternative provided where brick veneer on less than 25% of 2 nd story
R602.10.11 Cripple Wall Bracing	M	Reduction is no longer required in determining distance between braced wall panels	
R602.12 Simplified Wall Bracing	M	Now allowed for one- to three-story dwellings in Wind Exposure Cat B or C	
Tables R603.3.1 and R603.3.1.1(2) Cold- Formed Steel Wall Construction	M		Connection tables updated for wind speeds less than 140mph
R603.9.5 Structural Sheathing over Steel Framing for Stone and Masonry Veneer	M	Table has expanded to include higher seismic design categories	
R606 Masonry Walls	C	Sections R606, R607, R608, R609 have been reorganized into one section	
R606.3.5 Grouting Requirements for Masonry Construction	M	Requirements have been combined into one section for various types of masonry construction	
Section R610 Structural Insulated Panels	M		Section has been reorganized and references APA PRS 610.1
R610.7 Drilling and Notching in Structural Insulated Panels	M	Provisions have been clarified	
Chapter 7 – Wall Covering			
R703.2 Water-Resistive Barrier	M		Materials other than No. 15 asphalt felt must be installed per manufacturer’s instructions
R703.3 Siding Material Thickness and Attachment	M	Table R703.4 has been simplified, added details on fastener length	
R703.3.1 Soffit Installation	M		Requirements for wood panel soffits are added and vinyl soffit requirements are clarified
R703.5 Wood, Hardboard, and Wood Structural Panel Siding	M	Minimum spacing has been moved to this section	
R703.6 Wood Shakes and Shingles on Exterior Walls	M	Provisions have been reorganized	
R703.8.4 Veneer Anchorage through Insulation	M		Masonry veneer is explicitly allowed to attach through insulation into underlying structural panels

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Section/Topic	Type	2015	2018
Table R703.8.4(1) Airspace Requirements	M		New footnote allows drainage airspace to contain some mortar spill
R703.9 Exterior Insulation and Finish Systems	M	Limitations for EIFS with and without drainage have been added	
R703.11.1 Vinyl Siding Attachment	A	New code clarifies nailing requirements for horizontal and vertical applications	
R703.11.2 Vinyl Siding Installation Over Foam Plastic Sheathing	M		Requirements for wind load resistance provided for connections to foam sheathing
R703.12, R703.14 Insulated Vinyl Siding and Polypropylene Siding	A	New sections set minimum requirements for insulated vinyl and polypropylene siding	
R703.15, R703.16, R703.17 Cladding Attachment over Foam Sheathing	A	Set minimum requirements for cladding attachment over foam sheathing to wood, steel, and masonry walls	
Chapter 8 – Roof-Ceiling Construction			
R802 Roof Framing	M		Section has been divided into three separate sections on roof ridges, rafters, and ceiling joists
R802.1.5.4 Labeling	M		Each stick of fire-retardant- treated lumber and structural panel require labelling with eight specific items
Tables R802.4, R802.5 Ceiling Joist and Rafter Tables	M	Spans for So. Pine, Doug Fir-Larch, and Hemlock Fir have changed	
R806.1 Attic Ventilation	D	Exception allowing the building official to waive requirements has been deleted	
R806.2 Minimum Vent Area	M		Minimum vent area exception is permitted only if both conditions are met
R806.5 Unvented Attics	M		Item 5.2 is added as a method of compliance for unvented attics in Climate Zones 1, 2, and 3
Table R806.5	M	Footnote allows for continuous insulation above structural roof sheathing in unvented attics and rafter spaces	
Chapter 9 – Roof Assemblies			
R905.1.1 Underlayment	M	Multiple provisions from 2012IRC have been combined into this section	

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Section/Topic	Type	2015	2018
Tables R905.1.1(1) and R905.1.1(2) Underlayment Requirements for Photovoltaic Shingles	M		Revised for consistency with other roofing materials
R905.7.5 Wood Shingle Application	M	Minimum requirements for application have been expanded as well as clarification on fasteners	
R905.8.6 Wood Shake Application	M	Minimum requirements for application have been expanded as well as clarification on fasteners	
R905.16 Photovoltaic Shingles	M	Additional requirements for roof decks, minimum slope, underlayment and ice barriers	
R905.17 Building Integrated Photovoltaic Panels	A		New section addresses installation of building integrated roof panels
R907 Rooftop-Mounted Photovoltaic Systems	A	Specific provisions reference section R324 and NFPA 70	
<i>Chapter 10 – Chimneys and Fireplaces</i>			
R1005.8 Chimney Insulation Shield	A		Factory-built chimneys are now required to have an insulation shield to provide clearance.

International Fuel Gas Code 2012-2018 Summary of Changes			
Section/Topic	Type	2015	2018
Chapter 3 – General Regulations			
303.3 Gas-fired Clothes Dryer in Bathrooms	A		Requires a permanent opening of not less than 100sqin that communicates to a different room
304.1 Combustion Air for Appliances with Power Burners	M	Prescriptive provisions of Section 304 do not apply	
307.6 Condensate Pumps	A	Shall be interlocked with appliance to prevent operation in the event of pump failure	
310.1.1 Electrical Bonding of Corrugated Stainless Steel Tubing	A	Required in any system containing CSST; bonding jumper shall not exceed 75'	
310.2 Bonding of CCST	M		Section now applies to only CSST not listed with arc resistant coating
310.2.3 Grounding Electrodes for CSST Bonding	M		Additional electrodes are to be used where the distance to the electrical service ground is greater than 75'
310.3 Bonding of Arc-resistant CSST	A		Shall be considered bonded where continuous and connected to appliances served by an equipment ground
Chapter 4 – Gas Piping Regulations			
402.2 Maximum Gas Demand for Pipe Sizing	M	Sum of the maximum input of appliances served	
403.4.2, 403.10.1 Schedule 10 Steel Gas Pipe	M		Now allowed to be used for fuel gas service
403.6 Plastic Pipe, Tubing and Fittings	A	PVC and CPVC are expressly prohibited for supplying fuel gas	
403.10.4 Drilled and Tapped Metallic Pipe Fittings	M	Only permitted in the field under five conditions	
404.5 Fittings in Concealed Locations	C	Reorganized to clarify the correct applications	
404.7 Protection of Concealed Piping against Physical Damage	M	Non-steel piping must be protected in all notched or bored members located less than 1 ½ “ from framing face	
404.11 Corrosion Protection for Steel Gas Pipe	M		Outlines three distinct methods for protection from corrosion
404.14 Piping Underground Beneath Buildings	M		Listed encasement system is approved

International Fuel Gas Code 2012-2018 Summary of Changes			
Section/Topic	Type	2015	2018
404.18 Pipe Cleaning	A	Use of flammable or combustible gas to clean a piping system is prohibited	
409.5.1 Access to Shutoff Valves for Movable Appliances	M		Approved behind the appliance
409.7 Shutoff Valve Support for Tubing Systems	A		Shall be rigidly supported independently of tubing
410.2 Medium-Pressure Regulators	M/M	Must have a union when installed in rigid piping to allow removal	Tee fitting not required where test port is on inlet side
411.1 Connecting Portable Outdoor Appliances	M	Hose connectors must be listed for compliance with ANSI Z21.54	
411.1.1 Connectors for Commercial Cooking Appliances	M	A restraint device must be installed for connected movable appliances	
Chapter 5 – Gas Piping Installations			
502.7.1 Door Clearance to Vent Terminals	A	Doors cannot swing within 12” horizontally of terminal	
503.4.1 Plastic Piping for Appliance Vents	M/M	Appliance manufacturer shall list approved venting material	Piping must be labeled and listed in accordance with UL 1738
503.6.9.3 Sizing of Plastic Pipe Vents	M	Shall be in accordance with manufacturer’s instructions	
503.8 Venting System Termination Location	M/M	Category IV appliances shall not terminate less than 10’ from any opening in an adjacent building	Clearances for through- wall direct vent terminals shall be in accordance with Table 503.8
Chapter 6 – Specific Appliances			
614.5 Dryer Exhaust Duct Power Ventilators	A	Can be used in installations that exceed allowable duct length	
623.2 Prohibited Location of Commercial Cooking Appliances	M	Can be used residentially if also listed as domestic	

International Fire Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
Chapter 1 – Administration			
Section 105	A		Several new processes require F.D. approval, including battery storage systems.
Chapters 3 & 4– General Safety Provisions			
Section 312 Vehicle Impact Protection	M	AHJ has ability to approve barriers using performance- based criteria.	
Section 314.4 Indoor Display of Vehicles	M/A		AHJ determines which method of safeguarding to be used due to change in vehicle technologies.
Sec. 315.3.1 & 605.12 Ceiling Clearance for Indoor Storage	M		Changes in general storage in sprinklered and non-sprinklered areas. (Not high-piled storage)
Sec. 315.6 & 605.12 Storage & Abandoned Wiring in Plenums	M		Any materials used for storage and abandoned wiring and cables, not for future use, must be removed.
Section 403 Emergency Preparedness Requirements	C	Editorial revision for improved readability and clarification.	
Secs. 404.2.3 (also .1, .2 and .3) Lockdown Plans	A		Updates and prescribes lockdown plans for facilities.
Chapter 5 Fire Service Features			
Sec. 510 Emergency Responder Radio Coverage	M		Requirements have been revised to address industry and equipment enhancements and also referencing NFPA 1221.
Chapter 6 Building Services & Systems			
Sec. 603.1 & 603.3 Fuel-fired Appliances	M		Increased fuel capacity for generators and fire pumps in sprinklered buildings.
Sec. 604.1 & 604.2.6 Emergency Power & Standby Systems	A	Brings additional requirements and clarification for uniformity w/ the IBC in I-2 occupancies.	Could not locate in 2018
Sec. 605.11 Solar Photovoltaic Power Systems	C	The requirements are clarified and coordinated w/ the IBC and NFPA 70.	Could not locate in 2018

International Fire Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
Secs. 605.13, 605.16 & 605.17 Refrigerants w/ Lower Flammability Hazards	A		Adds requirements regarding safety concerns for lower flammability refrigerant gases
Section 607.6 Protection of Fire Service Access Elevators & Occupant Evacuation Elevators	A	Ensures sprinkler water from outside lobby doesn't infiltrate into elevators.	Could not locate in 2018
Section 609.2 Commercial Cooking Appliances Producing Low Volume of Vapors	M	No suppression sys. under certain hoods. Brings consistency between IFC & IMC.	Could not locate in 2018
Section 609.3.3.2 Inspection & Cleaning of Commercial Kitchen Exhaust Hoods	M	References a new standard addressing inspection and cleaning.	Could not locate in 2018
<i>Chapter 8 Interior Finishing, Decorations</i>			
Section 807 Decorative Materials other than Decorative Vegetation	M	Reorganized so requirements do not include decorative vegetation.	
Secs. 807.1, 807.2. 807.4 & 807.5 Combustible Decorative Materials	M		Application limitations on decorative vegetation have been clarified.
<i>Chapter 9 Fire Protection Systems</i>			
Section 901.4.1 Required Fire Protection Systems	C	Clarifies how the AHJ determines a "required" or "non-required" sprinkler system.	
Secs. 901.4.6.1 (and .2, .3 & .4) Fire Pumps & Sprinkler Riser Rooms	A		New requirements for accessibility, temperature & lighting.
Section 901.6.2 Integrated Fire Protection System Testing	A		Requires acceptance of integrated testing with multiple life safety systems as a whole.

International Fire Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
Sec 901.8.2 Removal of Existing Occupant-Use Hose	A/M	AHJ can authorize removal of 1 ½" hose.	AHJ can authorize removal of all occupant-use hose.
Section 903.2.1 Fire Sprinklers in Group A Occupancies	M	Adds requirements for sprinkling multi-story	Clarifies requirements for fire protection in Class a occupancies
Section 903.2.1.6 Assembly Occupancies on Roofs	A	If >100 occupancy, then sprinklers required to level of exit discharge	
Section 903.2.1.7 Multiple Group A Fire areas	M	When fire areas share egress path, the total occupant load will determine sprinkler requirement	
Section 903.2.11.3 Bldgs 55' or More in Height-Sprinkler Required	C	Bldg now measured to highest finished floor w/ 30+ occupancy	
Section 903.3.1.2.3 Protection of Attics in Group R occupancies	A		New attic fire protection variables for mid-rise R Occs. w/ 13R sprinkler sys
Section 903.3.1.2.2, 1027.6, 1104.22 13R Sprinklers in Open-Ended Corridors	A		Sprinklers shall be provided for exterior stairs connected to the open-ended corridor
Section 903.3.8 Limited Area Sprinkler Sys	M		Reduction to 6 the number of heads that can be used
Section (2015) 904.2, 904.11 (2018) 904.12	A/M	Automatic water mist systems can be used in certain applications	Water mist systems can be used for commercial cooking applications
Section 904.13 Domestic Cooking in Institutional Occupancies	M/A	Requires automatic fire extinguishing systems to protect domestic cooking.	Refers to UL300A; allows domestic cooking in nursing homes, w/ conditions.
Section 905.3.1 Class III Standpipe Systems	A		SP Systems are required in 4-story bldgs., Class I SP is allowed in Group B & E occupancies rather than a Class III
Section 906.1 Portable Fire Extinguishers	M		Provides schools options for fire ext placement
Section 907.1.2 Fire Alarm Documents	M		Aligns requirements for plans & documents w/ NFPA 72

International Fire Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
Section 907.2.1 Fire Alarms in Group A Occupancies	M		New threshold is 100 people above/below level of exit discharge
Section 907.2.10 -DELETED	M		Fire alarm systems are no longer required in R-4 occupancies.
Section 907.2.3 Group E Manual Fire Alarm Systems	M	Higher threshold for manual fire alarm system from 30 to 50 occupants	
907.2.9.3 Fire Alarm & Detector Systems for Group R College/University Buildings	C	Adds language that any college operated student housing meet certain criteria	
907.2.11.3 & 907.2.11.4 Smoke Alarms Near Cooking Appliances and Bathrooms	A	Provides new criteria for location of detectors in these 2 areas	Could not locate in 2018
907.2.11.7 Smoke Detector System	A	Can use a smoke detector system instead of single & multiple station alarms in R-2, 3, 4 & I-1	Could not locate in 2018
907.2.14 Fire Alarm & Detection Systems for Atriums	C	Smoke detectors are not required but determined by Rational Analysis Sec. 909	Could not locate in 2018
909.21 Elevator Hoistway Pressurization Alternative	A	Provides an option to pressurize the hoistway instead of enclosing the elevator lobby	
910 Smoke & Heat Removal	M	Re-written criteria for using either smoke& heat vents or mechanical smoke removal	
910.5 Maintenance of Smoke & Heat Removal Equipment	M		Maintenance & testing frequencies are specified
915 Carbon Monoxide Detection	M	Requirements for CO detection have been relocated & completely rewritten	
916 Gas Detection Systems	M		Requirements are clarified & consolidated, including mounting, location & testing
Chapter 10 Means of Egress			
Section 1004.1.2 Occupant Load Factors	M	60 psf occupant for all floors, regardless of grade	

International Fire Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
1004.5 & 1004.8 Occupant Load Calculations in Business Use Areas	M		Traditional business area is now 150 gross psf (up from 100); concentrated use area can go as low as 50 psf
1006 & 1007 Number of Exits & Exit access Doorways	M	Condenses egress requirement in all occupancies	
1006.2.1 Spaces w/ One Exit or Doorway	M		Cumulative occupant load is clarified
1006.2.2.6, 1006.2.4 & 1017.2 Group R-3 & R-4 Protected w/ NFPA 13D Sprinkler Sys	A		New exit access travel distance for R-3 (125') & R-4 (75') in 13D sys
1007.1 Exit & Exit Access Doorway Configuration	M	Provides specific info regarding exit separation. If 3 or more exits are required, code restores language ensuring egress paths are adequately separated.	
1010.1.9 Door Operations – Locking Systems	M	Key-lock hardware is permitted on interior doors	
1010.1.4.4 Locking Arrangements in Educational Occupancies	A		In Groups E & B (educational) allows security measures yet still must meet egress requirements for classroom doors
1010.11.9.12 Locks in Stairway Doors	M		Stairway doors can be locked from the stairway side only if an unlocking switch is located near main entrance; for high-rises the door lock release shall be in the Fire Command Center
1010.3 Turnstiles	A		Allows turnstiles & similar barriers in the means of egress
1013.2 Floor Level Exit Signs in R-1	M		Location can now be 18" off floor
1031.2.2 Locking Arrangement in Existing Educational Occupancies	A		Allows enhanced security yet still meet egress requirements
1103.5.1 Fire Sprinklers in Existing Group A-2 Occupancies	A		Requires retrofit installation of a fire sprinkler sys in existing A-2 where alcoholic beverages are consumed w/ an occupant load of 300 or more
1103.9 Carbon Monoxide Alarms in Existing Buildings	M		Retroactive installation of CO alarms is now only required in sleeping rooms and dwelling units

International Fire Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
1204.5 Rapid Shutdown for Solar Voltaic Power Systems	A		Rapid shutoffs and signage are required
1206.2 Stationary Storage - Battery Systems	M		New thresholds & safety features are required
Chapter 22 Combustible Dust	M		References NFPA 652 providing criteria when evaluating combustible dust hazards ie. woodworking
Chapter 23 Motor Fuel Dispensing Facilities And Repair Garages			
Sec 2306.7.3.1 Protection for Vehicle Impact	A		AHJ can require additional impact protection
2307.4 LP-gas Dispensing Operations	M	Self-service fueling operations now allow dispensing by the public	
Chapter 31 Tents & Other Membrane Structures			
Section 202 Definition- Umbrella	C		Umbrellas over 400 sq ft must meet certain requirements; the term "tent" also refers to these umbrellas
3103.3.1 Tents & Membrane Structures used as a Special Amusement Buildings	A		Special amusement bldgs. In these structures are required to have an automatic fire sprinkler system
3105 Temporary Stage Canopies	A	When over 400 sq ft must be inspected by building and fire officials & meet certain requirements	New name is "Special Event Structure"
Sections 3105, 105.6.47 & 105.7.22 Special Event Structures	A		New name is "Special Event Structure" requires "stamps" for construction documents & permits; must have assembly permit
3106 Outdoor Assembly Events	A		All outdoor assembly events shall be approved by the fire code official, includes FD access, hydrant access, Fx, exits, etc
Chapter 53 – Compressed Gas			
Section 5307 & 5307.1 Carbon Dioxide Systems used in Beverage Dispensing Applications	A/M	Safety regulations are now included in the IFC	Updated so it correlates w/ requirements for gas detection systems

International Mechanical Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
Chapter 2 – Definitions			
202 Definition of Commercial Cooking Appliance	M		Used in commercial establishments for heating or cooking at a volume or frequency not representative of domestic household cooking.
Chapter 3 – General Regulations			
304.11 Fall-Arresting Restraint Systems	M	May be used instead of guards on roofs	
306.1 Access	M	Required for HVAC controls, heat exchangers, and similar components	
307.2.5 Condensate Drain Line Maintenance	A	Shall be configured to permit maintenance without requiring line to be cut	
307.3 Condensate Pumps in Uninhabitable Spaces	A	Shall be connected to appliance to prevent operation when pump fails	
Chapter 4 – Ventilation			
401.2, 407.1, Table 403.3.1.1 Ventilation Required	M	Ambulatory Care facilities and Group I-2 Occupancies require mechanical ventilation per ASHRAE 170	
403.2.1, Table 403.3.1.1 Recirculation of Air	C	Permitted within specific spaces by notes b and g	
403.3 Outdoor Air and Local Exhaust Airflow Rates	A	R-2, R-3, R-4 structures less than four stories shall comply with ASHRAE 62.2	
403.3.2.4 Outdoor Air Ventilation for Dwelling Units	A	Controls shall be labeled to indicate function	
403.3.2.5 Dwelling Unit Ventilating Equipment	A	Shall be listed and labeled	
Table 403.3.1.1 Manicure and Pedicure Station Exhaust Rate	M	Revises inlet locations and exhaust rate	
404.1 Intermittent Operation of Mechanical Ventilation Systems for Enclosed Parking Garages	M/M	Must operate continuously or automatically by means of CO and NO2 detectors	Rewritten to clarify intermittent operation
Chapter 5 – Exhaust Systems			
501.3 Mechanical Exhaust System Discharge	M	“Public nuisance” language added	

International Mechanical Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
502.20 Manicure and Pedicure Station Exhaust System	A	Located not more than 12" away horizontally and vertically	
504.4 Sealing of Clothes Dryer Exhaust Ducts	M		Sealed in accordance with Section 603.9
504.4.1 Clothes Dryer Exhaust Termination	A		Open area of not less than 12.5 sq in
504.5, 504.8.4.3 Dryer Exhaust Duct Power Ventilators	A	New text recognizes installation per manufacturer's specs	
504.8.2 Dryer Exhaust Duct Installation	M/M	Fasteners may not penetrate more than 1/8"	Where in wall, cavities must allow installation without duct deformation
505.1, 505.4 Domestic Range Hoods	M	Scope includes other than Group-R	
505.3 Domestic Kitchen Exhaust Systems in Multistory Buildings	A	New text for construction of common exhaust shafts	
506.3.7.1 Grease Duct Reservoirs	M	Requires a drain and be the full width of the duct	
506.3.8 Grease Duct Cleanouts and Openings	M	All spacing provisions are now consistent with requirements for horizontal ducts	
506.3.11 Grease Duct Enclosures	M	Prohibits installation of fire and smoke dampers in grease ducts	
506.3.13 Type 1 Hood Exhaust Termination	M		Shall not be located within 3' of any exterior opening
506.5.1.2 In-Line Fan Location in Exhaust Ducts Serving Commercial Kitchen Hoods	A	Room shall have same fire resistance rating as the duct enclosure and access shall be provided	
506.5.2, 202 Pollution Control Units	A		Added provisions and definitions for PCUs installed in grease exhaust systems
506.5.3 Hinged Up-Blast Fans for Type 1 Hoods	M	Requires a means to limit travel of the fan assembly to prevent injury or damage	
507.1 Type I Hood Installation	M	Shall comply with all aspects whether installed by code or choice	

International Mechanical Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
507.1.1 Commercial Kitchen Exhaust Hood System Operation	M	Interlock on appliances as an alternative to automatic hood operation	
507.1.1.1 Heat Sensors for Multiple Commercial Kitchen Hoods	A	Prohibits use of single sensor in ductwork for multiple hoods	
507.2.6 Clearances for Type 1 Hood	A		New exception for hoods listed for less than 18" clearance
507.2.8 Type 1 Hood Grease Filters	M	Disposable grease filters are now recognized in the code	
508.1.2 Air Balance for Commercial Kitchen Ventilation Systems	A	Must be submitted with design plans	
510.4, 510.5 Hazardous Exhaust Systems	M	Revised provisions for shared exhaust	
510.7.1.1 Hazardous Exhaust Duct Penetrations of Shafts	A	Refers to IBC requirements for protection of rated assemblies	
514.2 Energy Recovery Ventilation Systems	M	Use of coil-type heat exchangers shall not be limited by this section	
Chapter 6 – Duct Systems			
601.5 Return Air Openings	A	Relocated from Chapter 9 and clarified for intent	
602.1 Plenums Limited to One Fire Area	C	Cannot connect regardless of dampers	
602.2 Plenum Construction	M	Materials must comply with IBC Section 703.5 or have a 25/50 flame spread/smoke developed index	
602.2.1.5 Discrete Plumbing and Mechanical Products in Plenums	A	Shall be listed and labeled for plenum use	
602.2.1.8 Pipe and Duct Insulation within Plenums	A		Shall have a 25/50 flame spread/smoke developed index
Table 603.4 Duct Construction Minimum Sheet Metal	M	Table updated for consistency with new SMACNA Standards	
603.5.2 Phenolic Ducts	A		Added coverage for nonmetallic phenolic duct
603.8.2 Testing of Underground Ducts	M		Shall be tested before burial
603.9 Duct Joints, Seams and Connections	M	Sealing tapes and mastics for flexible ducts shall be listed to UL181B	

International Mechanical Code 2012-2018 Summary of Changes

Section/Topic	Type	2015	2018
607.3.1 Ceiling Radiation Dampers	M		Required to be dynamic type where subject to continuous air flow
Chapter 7 – Combustion Air			
701.2 Dampered Openings	A	Dampers on combustion air openings must be interlocked with appliances	
Chapter 8 – Chimneys and Vents			
802.9 Door Clearance to Vent Terminals	A	Doors cannot swing within 12” of terminal	
Chapter 9 – Specific Appliances, Fireplaces and Solid-Fuel Burning Equipment			
903.4 Gasketed Fireplace Doors	A	Shall not be installed unless specifically listed	
929, 202 High-volume Large Diameter Fans	A		Tested and labeled in accordance with AMCA 230, UL 507
Chapter 11 – Refrigeration			
1102.3 Refrigerant Access Port Protection	A	Existing systems shall be made tamper resistant when serviced	
1105.6.3 Ammonia System Ventilation Rate	M		Rate required for both normal and emergency operations
1107.2 Refrigerant Piping Location	M		Rewritten to clarify prohibited locations
Chapter 14 – Solar Thermal Systems			
	M		Chapter rewritten for consistency with current technology

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

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

RE: Amendments to Chapter 12 – Building and Property Maintenance Code, *Peoria County Code*

Ordinance

WHEREAS, the County of Peoria has adopted by reference the NFPA 70: National Electrical Code and the International Code Council I-Codes found in Chapter 12 – Building and Property Maintenance Code, *Peoria County Code*; and

WHEREAS, the proposed amended ordinance, attached hereto and incorporated herein, adopts by reference the 2017 edition of the aforementioned electrical code; and

WHEREAS, the proposed amended ordinance, attached hereto and incorporated herein, adopts by reference the 2018 edition of the aforementioned I-Codes, as amended; and

WHEREAS, the purpose of adopting the above codes is to continue to ensure the safe construction of industrial, commercial and residential structures in the County, to assist in the reduction of insurance rates for property owners, and to properly address the issues associated with unsafe housing for the public; and

WHEREAS, your Committee recommends passing the attached amendments to Chapter 12.

NOW THEREFORE BE IT ORDAINED, by the County Board of Peoria County, that Peoria County hereby adopts the attached amendments to Chapter 12 of the Peoria County Code, effective July 1, 2021

RESPECTFULLY SUBMITTED,
LAND USE COMMITTEE

AGENDA BRIEFING

COMMITTEE: County Health Committee
Finance Audit & Legislative Affairs Committee

LINE ITEM: Contractual

MEETING DATE: May 25, 2021 / May 25, 2021

AMOUNT: \$500,000

ISSUE:

For RESOLUTION: Budget Amendment for COVID-19 vaccination costs eligible for FEMA Public Assistance

BACKGROUND/DISCUSSION:

The Peoria City/County Health Department was notified by FEMA that Public Assistance is available for COVID-19 vaccination costs incurred from January 20, 2020 through September 30, 2021. Contractual costs incurred to form and operate strike teams to go into Peoria County communities and operate mobile vaccination clinics to equitably administer and dispense COVID-19 vaccinations will be 100% reimbursed.

The COVID-19 vaccination costs eligible for FEMA Public Assistance includes:

- Contractual: \$500,000
-

COUNTY BOARD GOALS:



FINANCIAL STABILITY



EFFECTIVE SERVICE DELIVERY



HEALTHY VIBRANT COMMUNITIES



WORKFORCE DEVELOPMENT

STAFF RECOMMENDATION:

**APPROVAL FOR A BUDGET AMENDMENT TO RECOGNIZE UP TO \$500,000.00
IN SPENDING AUTHORITY AND REVENUES FOR THE PEORIA CITY/COUNTY
HEALTH DEPARTMENT.**

COMMITTEE ACTION:

Approved by County Health Committee 5/25/21 (10-0 votes)

Ms. Reliford and Mr. Reneau voted aye via teleconference; Ms. Bryant absent for vote

Approved by Finance Audit and Legislative Affairs Committee 5/25/21 (14-0 votes); Mr. Rand absent

PREPARED BY: Monica Hendrickson, MPH / Public Health Administrator

DEPARTMENT: Peoria City/County Health Department

DATE: 5/18/2021



Coronavirus (COVID-19) Pandemic: Medical Care Eligible for Public Assistance (Interim) (Version 2)

FEMA Policy #104-21-0004

BACKGROUND

Under the President's March 13, 2020 COVID-19 nationwide emergency declaration¹ and subsequent major disaster declarations for COVID-19, state, local, tribal, and territorial (SLTT) government entities and certain private non-profit (PNP) organizations are eligible to apply for assistance under the FEMA Public Assistance (PA) Program. This interim policy is applicable to eligible PA Applicants only and is exclusive to emergency and major disaster declarations for COVID-19. This revision supersedes the version of this policy issued on May 9, 2020.

PURPOSE

This interim policy defines the framework, policy details, and requirements for determining the eligibility of medical care work and costs under the PA Program to ensure consistent and appropriate implementation across all COVID-19 emergency and major disaster declarations. Except where specifically stated otherwise in this policy, assistance is subject to PA Program requirements as defined in Version 3.1 of the Public Assistance Program and Policy Guide (PAPPG) published on April 1, 2018.²

PRINCIPLES

- A. FEMA will provide assistance for medical care provided under COVID-19 declarations to improve the abilities of communities to effectively respond to the COVID-19 Public Health Emergency.
- B. FEMA will implement this policy and any assistance provided in a consistent manner through informed decision making and review of an Applicant's supporting documentation.

¹ www.fema.gov/news-release/2020/03/13/covid-19-emergency-declaration.

² Version 3.1 of the PAPPG is applicable to all COVID-19 declarations and is available on the FEMA website at www.fema.gov/sites/default/files/2020-03/public-assistance-program-and-policy-guide_v3.1_4-26-2018.pdf.



- C. FEMA will engage with interagency partners, including the U.S. Department of Health and Human Services' (HHS) Office of the Assistant Secretary for Preparedness and Response (ASPR), the Administration for Children and Families (ACF), the Centers for Disease Control and Prevention (CDC), the Health Resources and Services Administration (HRSA), the Centers for Medicare and Medicaid Services (CMS), and the U.S. Department of Treasury to ensure this assistance is provided in a coordinated manner without duplicating assistance.

REQUIREMENTS

A. APPLICABILITY

Outcome: To establish the parameters of this policy and ensure it is implemented in a manner consistent with program authorities and appropriate to the needs of the COVID-19 Public Health Emergency.

1. This policy applies to:
 - a. All Presidential emergency and major disaster declarations under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, issued for the COVID-19 Public Health Emergency and is applicable to work performed on or after January 20, 2020.
 - b. Eligible PA Applicants under the COVID-19 emergency declaration or any subsequent COVID-19 major disaster declaration, including:
 - i. SLTT government entities; and
 - ii. PNP organizations that own or operate medical facilities, as defined in Title 44 of the Code of Federal Regulations (44 C.F.R.) § 206.221(e)(5).
 - c. This policy does not apply to any other emergency or major disaster declaration.

B. GENERAL ELIGIBILITY CONSIDERATIONS FOR COVID-19 MEDICAL CARE

Outcome: To define the overarching framework for all eligible medical care work related to COVID-19 declarations.

1. All work must be required as a direct result of the COVID-19 pandemic incident in accordance with 44 C.F.R. § 206.223(a)(1).
2. Medical care and associated costs refer to assistance to support the provision of medical care, including eligible facility, equipment, supplies, staffing, and wraparound services (as defined in the **Definitions** section at the end of this document), as well as assistance for clinical care of patients not covered by another funding source as described throughout this policy.



3. Equitable Pandemic Response and Recovery

- a. As stated in "[Executive Order on Ensuring an Equitable Pandemic Response and Recovery](#)," dated January 21, 2021, COVID-19 has a disproportionate impact on communities of color and other underserved populations, including members of the LGBTQI+ community, persons with disabilities, those with limited English proficiency, and those living at the margins of our economy.
- b. Through September 30, 2021, FEMA is funding the entire cost of the emergency protective measures made eligible by this policy.
- c. As a condition of receiving this financial assistance, Recipients and Subrecipients must focus the use of FEMA funding on the highest-risk communities and underserved populations as determined by established measures of social and economic disadvantage (e.g., the CDC Social Vulnerability Index). Recipients and Subrecipients must prioritize limited resources to ensure an equitable pandemic response. Failure to adhere to this policy could result in funding reductions and/or delays.
- d. FEMA will monitor compliance with this grant condition in concert with the obligations set forth in 44 C.F.R. part 7 and Title VI of the Civil Rights Act of 1964 that no person on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from FEMA; and the requirement of Stafford Act Section 308 (42 U.S.C. 5151) that distribution of disaster relief be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, disability, English proficiency, or economic status.

C. ELIGIBLE MEDICAL CARE WORK AND COSTS

Outcome: To establish parameters for eligible medical care work and costs for COVID-19 declarations.

1. Primary Medical Care Facility.

For medical care provided in a primary medical care facility (as defined in the **Definitions** section at the end of this document), work must be directly related to the treatment of COVID-19 patients. Work may include both emergency and inpatient treatment of COVID-19 patients; this includes both confirmed and suspected cases of COVID-19. Medical care related to treatment of a non-COVID-19 illness or injury in a primary medical care facility is not eligible. The following medical care activities and associated costs are eligible in primary medical care facilities.



- a. Emergency and inpatient clinical care for COVID-19 patients, including, but not limited to:
 - i. Emergency medical transport related to COVID-19;
 - ii. Triage and medically necessary tests and diagnosis related to COVID-19;
 - iii. Necessary medical treatment of COVID-19 patients; and
 - iv. Prescription costs related to COVID-19 treatment.

- b. Purchase, lease, and delivery of specialized medical equipment necessary to respond to COVID-19 (equipment purchases are subject to disposition requirements³);

- c. Purchase and delivery of Personal Protective Equipment (PPE),⁴ durable medical equipment, and consumable medical supplies necessary to respond to COVID-19 (supply purchases are subject to disposition requirements⁵);
 - i. This includes the costs of eligible SLTT government Applicants providing PPE to any public or private medical care facility that treats COVID-19 patients.

- d. Medical waste disposal related to COVID-19; and

- e. Certain labor costs associated with medical staff providing treatment to COVID-19 patients may be eligible as outlined below. Any labor costs for medical staff that are included in patient billing and/or otherwise covered by another funding source (as described in **Section D.4 Duplication of Benefits** of this policy) are not eligible for PA. Otherwise, the following labor costs may be eligible:
 - i. Overtime for budgeted medical staff providing treatment to COVID-19 patients;
 - ii. Straight time and overtime for temporary medical staff providing treatment to COVID-19 patients; and
 - iii. Straight time, overtime, and other necessary costs for contract medical staff providing treatment to COVID-19 patients. Work and associated costs must be consistent with the scope of the contract and may include costs for travel, lodging, and per diem for contract medical staff from outside the local commuting area.

- f. For primary medical care facilities, increased operating costs for administrative activities (such as medical billing) are not eligible.⁶

³ As described in Chapter 2:V.E. Disposition of Purchased Equipment and Supplies of the PAPPG (V3.1).

⁴ PPE includes items such as N95 and other filtering respirators, surgical masks, gloves, protective eyewear, face shields, and protective clothing (e.g., gowns).

⁵ As described in Chapter 2:V.E. Disposition of Purchased Equipment and Supplies of the PAPPG (V3.1).

⁶ See Chapter 2:VI.B.2. Expenses Related to Operating a Facility or Providing a Service of the PAPPG (V3.1).



2. Temporary and Expanded Medical Facilities.⁷

FEMA may approve work and costs associated with temporary medical facilities or expanded medical facilities when necessary in response to the COVID-19 Public Health Emergency. These facilities may be used to treat COVID-19 patients, non-COVID-19 patients, or both, as necessary. Medical care activities and associated costs related to treating both COVID-19 and non-COVID-19 patients in a temporary or expanded medical facility may be eligible.

- a. Costs must be reasonable and necessary based on the actual or projected need.
- b. Eligible costs for temporary and expanded medical facilities include:
 - i. All eligible items and stipulations included in **Section C.1 Primary Medical Care Facility**, but applicable to both COVID-19 and non-COVID-19 patients;
 - ii. Lease, purchase, or construction costs, as reasonable and necessary, of a temporary facility as well as reasonable alterations to a facility necessary to provide medical care services;⁸
 - iii. Mobilization and demobilization costs associated with setting up and closing the temporary or expanded medical facility;
 - iv. Operating costs including equipment, supplies, staffing, wraparound services (as defined in the **Definitions** section at the end of this document), and clinical care not covered by another funding source; ; and
 - v. Maintenance of a temporary or expanded medical facility in an operationally ready but unused status available for surge capacity for COVID-19 readiness and response when necessary to eliminate or lessen an immediate threat to public health and safety, based on public health guidance, location of areas expected to be impacted, and local/state hospital bed/ICU capacity.
- c. For contract costs related to establishing and/or operating a temporary or expanded medical facility, contracts must include a termination for convenience clause that will be implemented if the site is ultimately not needed, or the needs are less than projected, as determined by the legally responsible entity.
 - i. Ongoing and projected needs regarding continuing operations at a temporary or expanded medical facility should be based on regular assessments and the Applicant must document the review process to support its decision making.
 - ii. The assessments should include adjustments to projected needs based on guidance from public health officials, caseload trends, and/or other predictive modeling or methodologies; lead times and associated costs for

⁷ Temporary medical facilities may include Alternate Care Sites or Community Based Testing Sites if eligible work and costs related to these facilities are incurred by eligible PA Applicants.

⁸ As described in Chapter 2:VI.B.17(e) and (g) of the PAPPG (V3.1).



scaling up or down based on projected needs; and any other supporting information.

- iii. The assessments and supporting information are necessary to determine eligibility of claimed costs and should align with PA reasonable cost guidance provided in the PAPPG⁹ and the *Public Assistance Reasonable Cost Evaluation Job Aid*.¹⁰
- d. Costs related to expanding a primary medical care facility to effectively respond to COVID-19 must be feasible and cost effective. In most cases, permanent renovations are not eligible unless the Applicant can demonstrate that the work can be completed in time to address COVID-19 capacity needs and is the most cost-effective option. Permanent renovations and other improvements to real property with PA funds are subject to real property disposition requirements.¹¹
- e. For temporary and expanded medical facilities, and the specific type of temporary medical facilities known as Alternate Care Sites, administrative activities and associated costs necessary for the provision of essential medical services are eligible.

3. Vaccinations

Work and associated costs to support the distribution and administration of COVID-19 vaccines may be eligible for PA. The federal government will provide the vaccine itself at no cost. There may be additional costs incurred to support the distribution and administration of the vaccine. Such costs may be eligible for PA funding when they are necessary to effectively distribute and administer COVID-19 vaccines consistent with established vaccine protocols, CDC and/or other applicable public health guidance, and PA program requirements. Eligible work and costs under PA include:

- a. Community vaccination centers.¹²
- b. PPE, other equipment, and supplies required for storing, handling, distributing/transporting, and administering COVID-19 vaccinations.
 - i. PPE includes items necessary for proper handling and administration of vaccinations as well as handling dry ice for storage and transportation needs;
 - ii. Equipment includes coolers, freezers, temperature monitoring devices, and portable vaccine storage units for transportation;
 - iii. Supplies include emergency medical supplies (for emergency medical care needs that may arise in the administration of the vaccine), sharps

⁹ As described in Chapter 2:V. Cost Eligibility of the PAPPG (V3.1).

¹⁰ The Public Assistance Reasonable Cost Evaluation Job Aid is available on the FEMA website at www.fema.gov/media-library/assets/documents/90743.

¹¹ As described in Chapter 2:V.F. Disposition of Real Property of the PAPPG (V3.1).

¹²For PA eligibility, community vaccination sites are considered temporary medical facilities consistent with Section C.2. Temporary and Expanded Medical Facilities of this policy.



- containers (for medical waste), and supplies necessary for proper storage like dry ice; and,
- iv. Transportation support such as refrigerated trucks and transport security when reasonable and necessary.
 - c. Facility support costs, including leasing space for storage and/or administration of vaccines, utilities, maintenance, and security.
 - d. Additional staff, if necessary, including medical and support staff not paid for by another funding source and consistent with FEMA PA labor policies.¹³
 - e. Onsite infection control measures and emergency medical care for COVID-19 vaccination administration sites.
 - i. Masks/cloth facial coverings for patients;¹⁴
 - ii. Disinfection of facility and equipment in accordance with CDC guidance;¹⁵
 - iii. Temperature scanning, including purchase and distribution of handheld temperature measuring devices and associated supplies;
 - iv. Acquisition and installation of portable temporary physical barriers, such as plexiglass barriers and medical screens/dividers;
 - v. Medical waste disposal related to vaccinations; and
 - vi. Onsite emergency medical care to address adverse reactions to vaccinations or other emergency medical care needs that may arise while administering COVID-19 vaccinations.
 - f. Resources to support mobile COVID-19 vaccination in remote areas and/or transportation support for individuals with limited mobility or lack of access to transportation, when reasonable and necessary.
 - i. Equipment and supplies necessary for proper storage, handling, and transport in accordance with CDC guidance to support mobile vaccination units;
 - ii. Medical and support staff for mobile vaccination units in accordance with PA labor policies and this policy; and
 - iii. Transportation to and from vaccination sites for individuals with limited mobility. "Limited mobility" includes individuals with disabilities that require transportation assistance and individuals that are otherwise unable to get to and from vaccination sites without transportation assistance.

¹³ See Chapter 2:A. Applicant (Force Account) Labor of the PAPPG (V3.1).

¹⁴ For this policy, face masks, such as cloth face coverings, are not considered PPE. See <https://www.fda.gov/food/food-safety-during-emergencies/use-respirators-facemasks-and-cloth-face-coverings-food-and-agriculture-sector-during-coronavirus>. Note that FDA has issued an emergency use authorization (EUA) for face masks/cloth face coverings for use by members of the general public and for healthcare personnel in healthcare settings. See www.fda.gov/media/137121/download.

¹⁵ www.cdc.gov/coronavirus/2019-ncov/community/cleandisinfect/index.html.



- g. Federally Qualified Health Centers– Vaccine-related costs incurred by a Federally Qualified Health Center (FQHC),¹⁶ Rural Health Clinics and Critical Access Hospitals that are not covered by HHS or another funding source. FQHCs fall under the authority of HHS. PA funding can be provided for eligible costs that are not covered under this authority or another source of funding.
- h. Communications to disseminate public information regarding vaccinations including translation and interpretation services as necessary.¹⁷ This may also include work and costs associated with setting up and operating a call center or website, when reasonable and necessary, for the purpose of sharing vaccination information with the public and/or to support the implementation and management of COVID-19 vaccination plans.
- i. Information Technology (IT) equipment and systems, when reasonable and necessary, for patient registration and tracking, vaccine-related inventory management, and/or analytics and reporting needs.
 - i. To the extent possible, vaccination providers should utilize existing IT systems and processes for managing the distribution and administration of COVID-19 vaccines.
 - ii. The CDC also developed the Vaccine Administration Management System (VAMS)¹⁸ for jurisdictions and healthcare providers that do not have existing IT systems for vaccination management. VAMS is an optional, web-based application that supports planning and execution for temporary, mobile, or satellite COVID-19 vaccination clinics.
 - iii. In the event existing IT systems and VAMS are both inadequate to meet the needs of vaccination providers, IT equipment and systems necessary for the distribution and administration of COVID-19 vaccines are eligible for PA.
 - iv. The systems should collect demographic data required under the Stafford Act and consistent with guidance from FEMA, and the system must be able to report data to FEMA when requested.
- j. Training and technical assistance specific to the proper storage, handling, distribution,¹⁹ and administration of COVID-19 vaccinations in accordance with CDC guidance.
- k. Vaccination administration consistent with equitable pandemic response and recovery.

¹⁶ For more information on FQHCs, visit www.hhs.gov/guidance/sites/default/files/hhs-guidance-documents/FQHC-Text-Only-Factsheet.pdf.

¹⁷ Stafford Act, Section 403(a)(3)(F) and (G); and as described at Chapter 2:VI.B. Emergency Protective Measures (Category B) at page 58 of the PAPPG (V3.1).

¹⁸ See www.cdc.gov/vaccines/covid-19/reporting/vams/index.html for more information on VAMS.

¹⁹ CDC Vaccine Storage and Handling Toolkit



- i. Recipients and Subrecipients of FEMA assistance shall collect data on race, ethnicity and disability status.²⁰ Recipients must also make best efforts to collect additional anonymized equity-focused person-level data, including information on primary language, and sexual orientation or gender identity (SO/GI). Recipients and Subrecipients must incorporate these data in their development of short-term targets for the equitable deployment of FEMA financial assistance and identify data sources, proxies, or indices, including demographic data disaggregated to reveal socioeconomic, racial, linguistic, age, gender, disability, and other indices that will enable recipients to develop short-term targets for equitable delivery of FEMA-funded assistance and to reach communities of color and other underserved populations.
- ii. Recipients and Subrecipients must submit to FEMA information documenting the following for sites selected for vaccination administration every 30 days:
 - a) For each site, provide a score on the CDC’s Social Vulnerability Index or a similar social deprivation, disadvantage, or vulnerability composite index.
 - b) A description of how the location of the site(s)—relative to other candidate locations—best advances FEMA’s focus on supporting the highest-risk communities. This justification may also include a comparison of vaccination rates for demographic groups by geographic area.
 - c) A site strategy to operationalize equitable access including, but not limited to:
 - 1) A plan for community outreach and engagement, both before and during implementation;
 - 2) A registration process that advances equity with a focus on prioritizing minoritized, marginalized, and otherwise disadvantaged groups;
 - 3) Equitable physical design of the site, including transportation and accessibility considerations; and
 - 4) A plan for ongoing evaluation and continuous improvement to ensure equitable access.

D. GENERAL ELIGIBILITY CONSIDERATIONS FOR COVID-19 COSTS

Outcome: To provide additional information about eligible costs and cost-related considerations.

1. **Allowability of Costs.** To be eligible, claimed costs must be allowable under 2 C.F.R.

²⁰ Consistent with the Office of Management and Budget (OMB) minimum standard collection categories as per OMB Statistical Policy Directive No. 15.
FEMA Policy #104-21-0004



part 200.²¹ In considering allowability, FEMA will evaluate, among other factors:

- a. Whether the cost was necessary and reasonable in order to respond to the COVID-19 pandemic. A cost is considered reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.²² For COVID-19 declarations, FEMA will use Medicare rates²³ as the basis to determine reasonable costs for eligible clinical care not covered by another funding source. Both patient payments and insurance payments are considered another funding source; clinical care for which providers have received or will receive payments from patients or insurance is not eligible.
- b. Whether the cost conforms to standard PA program eligibility and other federal requirements.²⁴
- c. Whether the applicant followed its established practices and policies and procedures that apply when federal funding is not available, including standard billing and fee collection.²⁵
 - i. FEMA will not require Applicants to create a new billing process at temporary medical facilities described in C.2 and C.3.
 - ii. All work conducted and costs incurred in Primary Medical Care Facilities described in C.1 should follow the facility’s standard billing practice.
 - iii. If the Primary Medical Care Facility described in C.1 did not follow its standard billing practice, the Applicant must demonstrate why following such practices would have increased an immediate threat to life and demonstrate that all costs not reimbursed by FEMA followed the same procedures.
- d. Whether the cost is documented with sufficient detail for FEMA to evaluate its compliance with federal laws, rules and other PA program requirements.²⁶

2. Cost Share for COVID-19 Declarations. PA funding authorized under COVID-19 declarations is subject to the following cost share provisions:

- a. In accordance with the February 17, 2021 memorandum from the FEMA Recovery Assistant Administrator titled “100% Federal Cost Share for COVID-19 Public Assistance Funding,” FEMA will increase the federal cost share for all

²¹ 2 CFR 200.403.

²² 2 CFR 200.403(a) and 404.

²³ FEMA will use standard Medicare rates that do not include the 20 percent increase in COVID-19 Medicare DRG rates implemented by the CARES Act.

²⁴ See 2 CFR 200.403(b),(d),(e).(f) and (h) and PAPPG V3.1 (2018), and www.fema.gov/grants/procurement for additional guidance.

²⁵ 2 CFR 200.403(c).

²⁶ 2 CFR 200.302(a).



COVID-19 declarations from 75 percent to 100 percent for eligible work performed or to be performed from January 20, 2020 through September 30, 2021.

- b. For previously awarded projects, FEMA will obligate additional funding to increase the federal funding from 75 percent to 100 percent. To minimize the administrative burden and expedite assistance, FEMA will obligate the additional 25 percent on each project via automatic amendments. Subsequently, any previously awarded donated resource project must be de-obligated. Donated resources are only eligible to offset the non-federal cost share which is no longer applicable to COVID-19 declarations.

3. Procurement Requirements for COVID-19 Declarations.²⁷

- a. States and territorial governments are required to follow their own procurement procedures as well as the federal requirements for procurement of recovered materials and inclusion of required contract provisions per 2 C.F.R. §§ 200.317, 200.322, and 200.326.²⁸
- b. Tribal governments, local governments, and PNPs must comply with the requirements of 2 C.F.R. §§ 200.318-200.326.
- c. In accordance with the March 17, 2020 memorandum from the FEMA Acting Associate Administrator for the Office of Response and Recovery, and the FEMA Assistant Administrator for the Grant Programs Directorate, for the duration of the Public Health Emergency, as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing non-competitively procured contracts using the exigent/emergency circumstances exception in 2 C.F.R. § 200.320(c)(3). Additional resources on COVID-19 specific to grants are also available at www.fema.gov/grants under “News and Announcements” and www.fema.gov/coronavirus.
- d. SLTT governments may contract with medical providers, including private entities, to carry out any eligible activity described in **Section C. Eligible Medical Care by Facility** of this policy.
- e. Contracts must include an actionable termination for convenience clause that will be implemented if any part of the contract scope of work is ultimately not needed, or the needs are less than projected, as determined by the legally responsible entity. Ongoing and projected needs should be based on regular reviews and the

²⁷ Additional guidance regarding procurement standards is available at www.fema.gov/grants/procurement.

²⁸ For additional guidance regarding required contract clauses, see the Procurement Disaster Assistance Team’s “FEMA Contract Provisions Template” (2019 ed.) available online at www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.



Applicant must document the review process to support its decision making. All claimed contract costs must be necessary and reasonable pursuant to applicable federal regulations and federal cost principles.

4. Duplication of Benefits.

Pursuant to Section 312 of the Stafford Act, FEMA is prohibited from providing financial assistance where such assistance would duplicate funding available from another program, insurance, or any other source for the same purpose.

- a. FEMA cannot duplicate assistance provided by HHS or other federal departments and agencies. This includes, but is not limited to, funding provided by the programs listed below. FEMA is providing this list as a helpful reference, but SLTT government entities and PNPs should consult with the appropriate federal agency and the terms and conditions of each program or source of funding to determine what funding may be considered duplicative.
 - i. The Public Health Emergency Preparedness Cooperative Agreement Program;
 - ii. The Public Health Crisis Response Cooperative Agreement;
 - iii. The Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases;
 - iv. The Hospital Preparedness Program Cooperative Agreement;
 - v. The Regional Ebola and Other Special Pathogen Treatment Centers Cooperative Agreement;
 - vi. The National Emerging Special Pathogens Training and Education Center Cooperative Agreement;
 - vii. The Hospital Association COVID-19 Preparedness and Response Activities Cooperative Agreement;
 - viii. The Partnership for Disaster Health Response Cooperative Agreement;
 - ix. The Coronavirus Relief Fund and the Provider Relief Fund;
 - x. The COVID-19 Uninsured Program
 - xi. The Paycheck Protection Program; and
 - xii. The Immunizations and Vaccines for Children Cooperative Agreement.

- b. FEMA cannot provide PA funding for clinical care and other costs funded by another source, including private insurance, Medicare, Medicaid/CHIP, other public insurance, a pre-existing private payment agreement, or the COVID-19 Uninsured Program for uninsured patients.²⁹ The Applicant must certify that it has not received and does not anticipate receiving assistance from these sources or any other source for the same work or costs. FEMA will deobligate any PA funding that has been provided in the event that another source provides funds to the Applicant for the same clinical care or other costs.

²⁹ The COVID-19 Uninsured Program reimburses for testing and clinical care costs for the uninsured which is being provided at Medicare rates.



FEMA

- c. At no time will FEMA request or accept any Personally Identifiable Information related to the medical care of individual COVID-19 patients or for any other individual.
- d. FEMA will reconcile final funding based on any funding provided by another agency or covered by insurance or any other source for the same purpose. FEMA will coordinate with HHS to share information about funding from each agency to assist in preventing duplication of benefits.

5. Time Limitations for the Completion of Work.

- a. For all COVID-19 declarations, FEMA has extended the deadline in accordance with regulatory timeframes for emergency work at 44 C.F.R. §206.204(d) beyond six months of the date of the declaration and will notify applicants no less than 30 days prior to establishment of the deadline.

Keith Turi
Assistant Administrator, Recovery Directorate

March 15, 2021

Date



ADDITIONAL INFORMATION

REVIEW CYCLE

This interim policy will be reviewed periodically during the COVID-19 Public Health Emergency period. The Assistant Administrator for the Recovery Directorate is responsible for authorizing any changes or updates. This interim policy will sunset with the closure of the national emergency declaration for COVID-19 and any subsequent major disaster declarations for COVID-19.

AUTHORITIES and REFERENCES

Authorities

- Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121-5207, as amended
- Title 44 of the Code of Federal Regulations, Part 206, Subpart H
- Title 2 of the Code of Federal Regulations, Part 200

References

- Public Assistance Program and Policy Guide, Version 3.1

DEFINITIONS

To establish consistent terminology for purposes of implementing this policy, the following definitions are provided below. These definitions are specific to this policy and may differ from definitions prescribed for the same or similar terms in other policies.

1. **Medical Care:** Medical Care refers both to assistance provided to support the provision of medical care and assistance for clinical care. Examples of medical care support include eligible facility, equipment, supplies, and staffing costs.
2. **Clinical Care:** Clinical Care refers to medical treatment of individual patients including testing, diagnosis, treatment, hospitalization, prescriptions, and other costs associated with individual patient treatment typically billed to individual patients, their insurance carriers, Medicare, Medicaid, or other pre-existing payment agreements.
3. **Primary Medical Care Facility:** A primary medical care facility is the facility owned and/or operated by an eligible PA Applicant that provides medical care services. This includes any licensed hospital, outpatient facility, rehabilitation facility, or facility for long-term care.
4. **Temporary Medical Facility:** A temporary medical facility is a facility separate from the primary medical care facility that is used to provide medical care services when the primary medical care facility is overwhelmed by the declared event.



5. **Expanded Medical Facility:** An expanded medical facility is part of the primary medical care facility and refers to an expansion of the primary medical care facility to increase its capacity when the primary medical care facility is overwhelmed by the declared event.
6. **Alternate Care Sites:** Alternate Care Site is a type of Temporary Medical Facility and broadly describes any building or structure of opportunity converted for healthcare use. It provides additional healthcare capacity and capability for an affected community separate from a traditional, established healthcare institution, though healthcare institutions may partner with eligible Applicants operating an Alternate Care Site.
7. **Community-Based Testing Sites:** Community-Based Testing Sites are strategically located sites within a community operated by a SLTT government for the purpose of providing COVID-19 testing to members of the community.
8. **Wraparound Services:** Wraparound services in the context of this policy are the same as those defined in the Alternate Care Site Toolkit. The services will differ at each temporary medical facility. Such services include, but are not limited to, the following: linen and laundry services; food preparation and delivery; biomedical waste removal, including contaminated items such as personal protective equipment; perimeter fencing; contracted security guards; professional cleaning; and other related services. The toolkit and other Alternate Care Site resources are available on the HHS website at <https://asprtracie.hhs.gov/technical-resources/111/covid-19-alternate-care-site-resources>.

MONITORING AND EVALUATION

FEMA will closely monitor the implementation of this policy through close coordination with regional and field staff, as appropriate, as well as interagency partners and SLTT stakeholders.

QUESTIONS

Applicants should direct questions to their respective FEMA regional office.

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

Your County Health Committee and Your Finance Audit & Legislative Affairs Committee do hereby recommend passage of the following Resolution.

Re: Budget Amendment for COVID-19 vaccination costs eligible for FEMA Public Assistance

RESOLUTION

WHEREAS, the Federal Emergency Management Agency (FEMA) notified Peoria City/County Health Department that Public Assistance is available for COVID-19 vaccination costs incurred from January 20, 2020 through September 30, 2021, and;

WHEREAS, Peoria City/County Health Department is utilizing a mobile strike-team approach in administering vaccinations based on the state's vaccination planning guide and health equity approach, and;

WHEREAS, outreach and engagement includes working with faith-based, social service agencies and community champions to determine locations in under-served and vulnerable populations as well as assisting in advertising and making of appointments, and;

WHEREAS, Peoria City/County Health Department utilizes a web-based system to register for appointments, but also has partnered with 2-1-1 for individuals to get assistance making calls, allows for walk-in vaccinations at strike team locations, and sets aside appointments from our dose-saver wait list, and;

WHEREAS, the physical space for mobile sites requires wheelchair and physical needs are addressed, privacy is maintained, social-distancing requirements and waiting areas, and;

WHEREAS, sites are determined by their ability to reach underserved populations and evaluated by the number of appointments, and;

WHEREAS, data is collected through the state's immunization registry (ICARE) to assess progress in addressing gaps by zip code, age-range, and demographics on a weekly basis, and;

WHEREAS, the Peoria City/County Health Department seeks a budget amendment for the purposes of increasing its spending authority related to the Public Assistance revenues that will be received, subject to the final approval of the Federal Emergency Management Agency (FEMA), as follows:

Contractual:	<u>\$500,000</u>
TOTAL:	\$500,000

NOW, THEREFORE, BE IT RESOLVED, that the Peoria City/County Health Department's FY2021 appropriation is increased to reflect the FEMA Public Assistance funding in the spending category as shown herein.

RESPECTFULLY SUBMITTED,
COUNTY HEALTH COMMITTEE
FINANCE AUDIT AND LEGISLATIVE AFFAIRS COMMITTEE

AGENDA BRIEFING

COMMITTEE: Rules Committee
MEETING DATE: June 10, 2021

LINE ITEM:
AMOUNT:

ISSUE:

For RESOLUTION: Adoption of Amendment #1 to the 2021-2022 Peoria County Board Rules of Order

BACKGROUND/DISCUSSION:

Senate Bill 825, as amended and approved by both chambers of the General Assembly makes significant changes to the reapportionment (redistricting) process outlined in the Counties Code as follows:

1. Changes the definition of “population” for 2021 to “the number of inhabitants as determined by the county board by any reasonable method, including, but not limited to, the most recent American Community Survey 5-year data.” This is significant as the current version requires counties to use decennial census data for reapportionment. The decennial census data will not be available until August, at the earliest.
2. Makes changes to multiple deadlines:
 - a. Moves the deadline for the County Board to adopt a new redistricting plan from July to December 31, 2021.
 - b. Moves the General Primary Election from March 2022 to June 28, 2022, along with corresponding deadlines for candidate filing.

To ensure the County Board’s Rules of Order, related to reapportionment, are consistent with State Statute, the language in the attached resolution is recommended.

COUNTY BOARD GOALS:



FINANCIAL STABILITY



INFRASTRUCTURE STEWARDSHIP



EFFECTIVE SERVICE DELIVERY



HEALTHY VIBRANT COMMUNITIES



WORKFORCE DEVELOPMENT



COLLABORATION

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION:

PREPARED BY: Scott Sorrel, County Administrator
DEPARTMENT: County Administration

DATE: June 1, 2021

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

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

Re: Adoption of Amendment #1 to the 2021-2022 Peoria County Board Rules of Order

RESOLUTION

WHEREAS, the Peoria County Board has adopted its Rules of Order for 2021-2022; and

WHEREAS, the Illinois General Assembly, in its omnibus election bill (SB 825), as passed by both chambers of the General Assembly amends the Counties Code relative to the definition of “population” and deadlines for reapportionment; and

WHEREAS, your Rules Committee recommends approval of Amendment #1 to the 2021-2022 Peoria County Board Rules of Order.

NOW THEREFORE BE IT RESOLVED, that the County Board does hereby adopt Amendment #1 to the 2021-2022 Peoria County Board Rules of Order as noted herein.

ARTICLE VI. STANDING COMMITTEES OF THE COUNTY BOARD.

I. Redistricting Committee

1) General Duties

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

RESPECTFULLY SUBMITTED,

RULES COMMITTEE

COUNTY OF PEORIA, ILLINOIS

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

WHEREAS, since early March 2020, Illinois has faced a pandemic that has caused extraordinary sickness and loss of life, infecting over 1,380,000 ¹ and taking the lives of more than 22,840² Illinois residents as of June 2, 2021; and,

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

WHEREAS, Illinoisans and Peoria County residents who became sick must have access to necessary care from medical professionals, including hospital beds, emergency room beds, or ventilators, if needed; and,

WHEREAS, it is also critical that the State's health care and first responder workforce has adequate personal protective equipment (PPE) to safely treat patients, respond to public health disasters, and prevent the spread of communicable diseases; and,

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

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

WHEREAS, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic, and has now reported more than 171.3 million ³confirmed cases of COVID-19 and 3.57 million deaths ⁴attributable to COVID-19 globally and,

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

WHEREAS, while vaccines have proven to be effective against COVID-19, it is critical that Illinois continue to prevent spread of the disease as vaccine accessibility expands; and,

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

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

WHEREAS, on March 26, 2020, the President declared a major disaster in Illinois pursuant to Section 401 of the Stafford Act; and,

WHEREAS, on April 1, 2020, due to the exponential spread of COVID-19 in Illinois, the Governor of Illinois again declared all counties in the State of Illinois as a disaster area; and,

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

WHEREAS, on May 29, 2020, June 26, 2020, July 24, 2020, August 21, 2020, September 18, 2020, October 16, 2020, November 13, 2020, December 11, 2020, January 8, 2021, February 5, 2021, March 5, 2021, April 2, 2021, April 30, 2021, and May 28, 2021 the Governor of Illinois, declared all counties in the State of Illinois as a disaster area in response to the outbreak of COVID-19, renewing his prior declarations; and,

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

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

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

WHEREAS, the Centers for Disease Control and Prevention ("CDC") recently updated its guidance for fully vaccinated people, indicating that they can resume numerous activities without wearing a mask or staying 6 feet apart, except where required by federal, state, local, tribal, or territorial laws, rules, and regulations, including local business and workplace guidance; and,

WHEREAS, the CDC continues to advise that cloth face coverings or masks protect persons who are not fully vaccinated from COVID-19; and,

WHEREAS, the CDC advises that schools continue to use the COVID-19 prevention strategies outlined in the CDC's Operational Strategy for K-12 Schools for at least the remainder of the 2020-2021 academic school year; and,

WHEREAS, the CDC continues to advise that day care providers continue to use COVID-19 prevention strategies, including masking and physical distancing, even after day care providers and their staff are vaccinated; and,

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

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

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

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

WHEREAS, as of June 2, 2021, there have been over 1.383 million ⁵confirmed cases of COVID-19 in all Illinois counties; and,

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

WHEREAS, as of June 2, 2021, more than 22,840⁶ residents of Illinois have died due to COVID-19; and,

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

WHEREAS, the CDC estimates that total cases of COVID-19 may be higher than currently reported for certain regions; and,

WHEREAS, while the number of new COVID-19 cases in the State and Peoria County has decreased recently, the virus continues to infect too many individuals and claim the lives of too many Illinoisans and Peoria County residents each day; and,

WHEREAS, Peoria County is reporting 69 new cases ⁷per 100,000 population over the last seven (7) days; and,

WHEREAS, COVID-19 has claimed the lives of and continues to impact the health of Black and Hispanic Illinoisans at a disproportionately high rate - magnifying significant health disparities and inequities; and,

WHEREAS, the U.S. has surpassed 33.29 million ⁸total cases and 595,000 deaths⁹; and,

WHEREAS, the State and Illinois Department of Public Health have developed a mitigation plan to trigger additional precautions when regions meet certain risk levels; and

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

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

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

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

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

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

WHEREAS, the State has now tested more than 24.67 million¹⁰ total specimens for COVID-19; and,

WHEREAS, in addition to causing the tragic loss of more than 22,840 Illinoisans and wreaking havoc on the physical health of tens of thousands more, COVID-19 has caused extensive economic loss and continues to threaten the financial welfare of a significant number of individuals and businesses across the nation and the State; and,

WHEREAS, nationwide more than 75 million people have filed unemployment claims since the start of the pandemic; and,

WHEREAS, the Illinois Department of Employment Security announced that the State's unemployment rate continues to be high at 7.1%¹¹ in April 2021; and,

WHEREAS, the most recent unemployment data for Peoria County from the Illinois Department of Employment Security is from April 2021 and showed an unemployment rate of 7.9%;¹² and,

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

WHEREAS, the economic loss and insecurity caused by COVID-19 threatens the viability of business and the access to housing, medical care, food, and other critical resources that directly impact the health and safety of residents; and,

WHEREAS, access to housing helps prevent the spread of COVID-19 because individuals with housing are able to minimize physical contact with those outside their households; and,

WHEREAS, the Peoria County Emergency Management Agency, along with the City of Peoria's Office of Emergency Management activated the County's Public Health Emergency Plan, the County's Emergency Operations Plan, and the City's Emergency Operations Plan to coordinate emergency response efforts at the local level in order to avoid a surge in the use of hospital resources and capacity; and,

WHEREAS, based on the foregoing facts, and considering the rapid spread of COVID-19 and the ongoing health and economic impacts that will be felt over the coming month by people across the State, the current circumstances in Illinois surrounding the spread of COVID-19 constitute an epidemic emergency and a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, based on the foregoing, the continuing burden on hospital resources, the potential shortages of resources in the event of a surge in infections, and the critical need to increase the purchase and distribution of PPE as well as to expand COVID-19 testing capacity and contact tracing constitute a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, it is the policy of the County of Peoria to be prepared to address any disasters and, therefore, it is necessary and appropriate to make County resources available to ensure that our public health system is capable of serving those impacted by COVID-19 and that Peoria County residents remain safe and secure and able to obtain medical care; and,

WHEREAS, this proclamation will assist the County of Peoria in facilitating economic recovery for individuals and businesses in an effort to prevent further devastating consequences from economic instability; and,

WHEREAS, these conditions provide legal justification under Section 7 of the Illinois Emergency Management Agency Act for the new issuance of a proclamation of disaster; and,

NOW, THEREFORE, in the interest of aiding the people of Peoria County for ensuring public health and safety, I, Andrew A. Rand, Chairperson of the Peoria County Board of Peoria County, Illinois, hereby proclaim as follows:

Section 1. Pursuant to the provisions of Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, I find that a disaster exists within the County of Peoria, Illinois and specifically declare Peoria County as a disaster area. The proclamation authorizes the exercise of all of the emergency powers provided in Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, afforded to county government, including but not limited to those specific emergency powers set forth below.

Section 2. The Peoria City/County Health Department is directed to continue implementing the County Emergency Operations Plan and Public Health Emergency Plan in coordination with the City of Peoria and applicable agencies of the State of Illinois.

Section 3. The Peoria City/County Health Department is further directed to cooperate with the State agencies, the Peoria County Board, and local authorities in Peoria County in the development and implementation of strategies and plans to protect the public health in connection with the present public health emergency.

Section 4. The provisions of Chapter 6.5, Centralized Purchasing, of the Peoria County Code of Ordinances that would in any way prevent, hinder or delay necessary action in coping with the disaster are suspended to the extent they are not required by federal law to aid with emergency purchases necessary for response and other emergency powers as authorized by the Illinois Emergency Management Agency Act.

Section 5. This proclamation can facilitate requests for both federal and state emergency and/or disaster assistance if a complete and comprehensive assessment of damage indicates that effective recovery is beyond the capabilities of the County of Peoria, Illinois.

Section 6. This proclamation shall be effective immediately and remain in effect for 30 days.

DATED at Peoria, Illinois, this 10th day of June, A.D., 2021.

Andrew A. Rand
Peoria County Board Chairperson

ATTEST:

Rachael Parker
Peoria County Clerk

Sources:

- ¹ State of Illinois Coronavirus (COVID-19) Response website: <https://coronavirus.illinois.gov/s/>
- ² State of Illinois Coronavirus (COVID-19) Response website: <https://coronavirus.illinois.gov/s/>
- ³ John Hopkins Coronavirus Resource Center: <https://coronavirus.jhu.edu/map.html>
- ⁴ John Hopkins Coronavirus Resource Center: <https://coronavirus.jhu.edu/map.html>
- ⁵ State of Illinois Coronavirus (COVID-19) Response website: <https://coronavirus.illinois.gov/s/>
- ⁶ State of Illinois Coronavirus (COVID-19) Response website: <https://coronavirus.illinois.gov/s/>
- ⁷ State of Illinois County Level COVID-19 Risk Metrics: <http://dph.illinois.gov/countymetrics>
- ⁸ John Hopkins Coronavirus Resource Center: <https://coronavirus.jhu.edu/map.html>
- ⁹ John Hopkins Coronavirus Resource Center: <https://coronavirus.jhu.edu/map.html>
- ¹⁰ State of Illinois Coronavirus (COVID-19) Response website: <https://coronavirus.illinois.gov/s/>
- ¹¹ Illinois Department of Employment Security, Local Area Unemployment Statistics (LAUS): https://www2.illinois.gov/ides/lmi/Pages/Local_Area_Unemployment_Statistics.aspx
- ¹² Illinois Department of Employment Security, Illinois Unemployment Rate by County: <https://www2.illinois.gov/ides/LMI/Local%20Area%20Unemployment%20Statistics%20LAUS/countymap.pdf>