PEORIA COUNTY BOARD
MEETING AGENDA
Thursday, March 12, 2020
6:00 PM
County Courthouse • 324 Main Street • County Board Room 403 • Peoria, Illinois 61602
Voice: (309) 672-6056 • Fax: (309) 672-6054 • TDD: (309) 672-6073
www.peoriacounty.org

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

I. APPROVAL OF MINUTES
   • Approval of February 13, 2020 County Board Meeting Minutes

II. PROCLAMATIONS AND PRESENTATIONS
   • A Proclamation recognizing Centre State International Trucks, Incorporated on their 40th anniversary
   • A Proclamation recognizing April and May 2020 as “Gerald M. Brookhart Arts in Education Spring Celebration” months
   • A Presentation by Refreshing Ministries
   • A Presentation by Trajectory Energy

III. CITIZEN'S REMARKS
     (To address the County Board, fill out a card and submit it to the Chairman before the Board Meeting.)

IV. CONSENT AGENDA (including reports to be filed)


    C3. A resolution from your Public Safety and Justice Committee recommending approval of the most responsive bid of Integrated Solutions Consulting, Chicago, IL, in the amount of $181,962.00, to provide services as the Peoria Complex Coordinated Terrorism Attack (CCTA) Exercise Coordinator

    C4. A resolution from your Public Safety and Justice Committee recommending approval to renew an agreement with Ragan Communications for the maintenance of radio equipment for the period of January 1, 2020 through December 31, 2022.
C5. A resolution from your Public Safety and Justice Committee recommending approval of an additional FY 2020 appropriation for the Sheriff’s Office Drug Forfeiture Fund in the amount of $18,000.00 for the purchase of a K-9 dog and accessories, and a rifle-rated ballistic shield for the CIERT team.

C6. A resolution from your Public Safety and Justice Committee recommending approval of an additional FY 2020 appropriation for the Sheriff’s Office Restricted Donations Fund in the amount of $25,000.00 for the purchase of a replacement vehicle for the Victim Services Coordinator and a drone for the Search and Rescue Team.

C7. A resolution from your County Health Committee recommending approval of an appropriation in the amount of $47,342.00 to the FY 2020 Solid Waste Fund to cover anticipated expenses for Sustainability Grants.

C8. A resolution from your County Health Committee recommending that $1,367,173.37 of Heddington Oaks Accounts Receivable be written off as bad debt.

C9. A resolution from your Infrastructure Committee recommending approval of a Preliminary Engineering Agreement with Crawford, Murphy & Tilly, Inc. for rehabilitation of a bridge structure on Grange Hall Road at a cost not to exceed $51,620.00.

C10. Chairman Appointments.

V. ZONING ORDINANCE AND RESOLUTIONS

1. Case #002-20-V, Petition of Insite RE Inc. as agent for Lendlease Towers III, LLC. A Variance request from Section 20-7.1.1.2 of the Unified Development Ordinance, which requires that the height of a telecommunication facility shall not exceed 200 feet if located in a non-residential zoning district. The petition proposes to construct a telecommunications tower at a height of 255 feet in the “A-2” Agriculture Zoning District, resulting in a variance request of 55 feet. The parcel is located in Hallock Township. The Zoning Board of Appeals recommends approval. The Land Use Committee concurs.

2. Case #008-20-U, Petition of the Estate of Doneita M. Werry, deceased and the Estate of Glenn A. Werry, Sr., deceased. 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 an existing 11.44 acre parcel into two parcels of 5.28 acres and 6.16 acres to separate the resident from the agricultural use. The parcel is located in Trivoli Township. The Zoning Board of Appeals recommends approval. The Land Use Committee concurs.

3. Case W03-20, Paige Ziegler. A resolution from your Land Use Committee recommending approval of a waiver of compliance from Section 20-8.3.4.1.b.2.a of the Unified Development Ordinance. This section requires a new minor subdivision to have public water supply. The petitioner is proposing to serve a 1 lot subdivision with private well. The parcel is located in Hallock Township.
4. A resolution from your Infrastructure Committee recommending approval of a Cooperative Research Agreement between the County of Peoria and Bradley University for the purpose of maintaining the Pavement Management Program.

5. A resolution from your Executive Committee recommending approval of County Administrator Compensation. *(Pending Committee Approval)*

6. Executive Session – Personnel Matters

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, Elsasser, Fennell, Groves Allison, Pastucha, Rand, Reliford, Reneau, Rieker, Robinson, Salzer, Watkins, and Williams, with Members Dillon, Rosenbohm, and Windish absent.

I.  APPROVAL OF MINUTES
   • Approval of January 9, 2020 County Board Meeting Minutes
   • Approval of January 9, 2020 County Board Executive Session Meeting Minutes

Member Salzer moved for approval of the minutes, Member Blair seconded. The minutes were approved by a unanimous roll call vote of 15 ayes.

II.  CITIZENS' REMARKS

There were no citizens’ remarks.

III.  CONSENT AGENDA (including reports to be filed)


   C3. A resolution from (item 1 surrender; items 2 -3 conveyances) your Ways and Means Committee recommending that the County Board Chairman be authorized and directed to execute deed of said property to the highest bidder, and be authorized to cancel the appropriate Certificates of Purchase. This resolution shall be effective ninety days from February 13, 2020 and any transaction between the
parties involved not occurring within this period shall be null and void.

**C4.** A resolution from your Ways and Means Committee recommending approval of the Legislative Agenda for 2020 and 101st General Assembly.

**C5.** A resolution from your Executive Committee recommending approval of the establishment of a loan loss reserve in the Community Development Assistance Program (CDAP) Fund for microlending in an amount not to exceed $100,000.00, to be utilized in coordination with Justine Petersen.

**C6.** A resolution from your County Operations Committee recommending approval of revisions to County of Peoria Drug-Free Workplace Policy and County of Peoria Drug Testing Policy in order to comply with the Cannabis Regulation and Taxation Act (CRTA).

**C7.** A recommendation from your Infrastructure Committee to approve an Ordinance reducing the speed limit in the Hendryx Manor Subdivision in Medina Township to 25 mph.

**C8.** A resolution from your Infrastructure Committee recommending approval of a Preliminary Engineering Services Agreement with Terra Engineering, Peoria, IL, for the replacement of a bridge structure on Dogtown Lane, at a cost not to exceed $172,690.00.

**C9.** Chairman Appointments.

Member Daley moved to approve the Consent Agenda and Member Pastucha seconded. Member Rieker asked to pull Item C5. The Consent Agenda, except for Item C5, was approved by a unanimous roll call vote of 15 ayes.

**C5. A resolution recommending approval of the establishment of a loan loss reserve for microlending in an amount not to exceed $100,000.00.**

Member Rieker moved to approve Item C5 and Member Robinson seconded. Member Rieker highlighted that the program is an opportunity for economic development and that it is a joint effort between the County and the City. Mr. Sorrel detailed the program, the vendor and its successes, and explained that the program can help those that are either unbanked or under-banked. He expressed that the resolution would set up a default fund created from CDAP funds. Deborah Roethler, Assistant City Manager, City of Peoria, addressed the board regarding the proposed loan reserve. She described that the community has experienced accessibility issues to high-quality financial services and that the program supports microenterprise. She expressed that the organization helps support the construction industry. She noted that the organization identifies customers at above typical risk and combines education steps to move them into conventional banking.

Member Rieker suggested proper promotion for high utilization of the program and that metrics should be developed to find success. Member Reliford asked about other government involvement in loan reserve programs, and Ms. Roethler mentioned that Springfield put in a $500,000 commitment. Member Robinson reported that Justine Peterson has a history in Peoria of giving out personal loans, remarked that there is a need for the program, and highlighted that it will help
people become part of traditional banking. He asked about the goals of the program, and Ms. Roethler reported that the loan pool will be $1 Million and that loans will be made predominantly to small businesses. Member Elsasser requested information about the success of the Springfield program, and Ms. Roethler informed that the program has been small, but it is growing and that she hopes the Peoria program will outperform Springfield. Member Elsasser inquired about the current work Justine Peterson is doing and why the County’s assistance is needed. Ms. Roethler noted that about 75 personal loans have been given and that the County’s help is needed to scale the program for profitability. Member Elsasser asked about the interest rate charged for the loans, and Ms. Roethler explained that the rate varies from as low as 7% to as high as 16%, but the rate remains lower than competitive products from payday loan services. She discussed that the default rate for loans given by Justine Peterson is much lower than other micro-lending companies. Member Elsasser inquired about the need for the program when Hubzones may be under-utilized. Ms. Roethler conveyed that some programs are designed for larger businesses and that the micro-lending program can be a better fit for the local, smaller businesses. Member Groves Allison asked for a description of a successful outcome from the program, and Ms. Roethler described a seasonal business that utilized Justine Peterson to get through the lean period and that they helped with education to make it through the dark period the next year. Item C5 was approved by a roll call vote of 14 ayes and 1 nay, with Member Elsasser voting nay.

IV. ZONING ORDINANCE AND RESOLUTIONS

1. A resolution from your Infrastructure Committee recommending approval of Addendum Number 5 to the surveying services agreement with Mohr & Kerr Engineering & Land Surveying, P.C. to perform structural cross sections on approximately 40-50 structures with a not-to-exceed amount of $92,000.00.

Member Salzer moved to approve the resolution and Member Pastucha seconded. Member Salzer noted that the Federal Highway Administration requires structure inspections to be performed, the Highway Department is performing some of the work, but it is requesting outside assistance to complete the project. Chairman Rand inquired about the timeline to complete the project, and Member Salzer conveyed that it will be completed this year. The resolution passed by a unanimous roll call vote of 15 ayes.

2. A joint resolution from your Public Safety and Justice Committee and your Budget Committee recommending approval of a budget appropriation in the amount of $638,424.30 to pay in full the Emergency Telephone System Board (ETSB) Master Lease Purchase Agreement with Fifth Third Bank. (Pending Committee Approval)

Member Blair moved to approve the resolution and Member Pastucha seconded. Member Fennell detailed that the amount will pay off the balance of the loan and that it will result in savings. The resolution passed by a unanimous roll call vote of 15 ayes.

V. MISCELLANEOUS AND ANNOUNCEMENTS

Member Rieker remarked about the upcoming Valentine’s Day holiday.

Member Pastucha announced coffee with the Peoria Heights Mayor at the Peoria Heights Village Hall on Monday, February 17th at 9 am. She informed that the Regional Superintendent’s Office has started a food pantry at Central High School and explained the Lights On event. She encouraged all to donate to the pantry. She commented on Girl Scout Cookie season and asked for all to support it.
Member Salzer commended the Sheriff for locating a missing Minnesota woman in Peoria County.

Chairman Rand recognized Highway Engineer Amy McLaren on the award for the Allen and Willow Knolls intersection. He thanked ETSB Chairman David Tuttle for his public service with the ETSB and Logan-Trivoli Fire District. He noted the contributions of the newer members to the Board.

VI. ADJOURNMENT

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

PROCLAMATION
PROCLAMATION

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

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

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

WHEREAS, this year’s Gerald M. Brookhart Arts in Education Spring Celebration is the 35th annual event of celebrating the arts in Central Illinois; and

WHEREAS, the 2020 Gerald M. Brookhart Arts in Education Spring Celebration will take place from Wednesday, April 15 through Friday, May 15, 2020 at the Peoria County Courthouse Plaza.

NOW THEREFORE I, Andrew A. Rand, Chairman of the Peoria County Board, on behalf of the County Board, do hereby proclaim the months of April and May 2020 as Gerald M. Brookhart 2020 Arts in Education Spring Celebration Months.

Dated this 12th day of March, A.D., 2020

Andrew A. Rand
PEORIA COUNTY BOARD CHAIRMAN

Rachael Parker
PEORIA COUNTY CLERK
# County of Peoria, Illinois
## Bank Account Portfolio
### As of January 31, 2020

<table>
<thead>
<tr>
<th>Account Name</th>
<th>Account Balance</th>
<th>Variance</th>
<th>Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current Month</td>
<td>Prior Month</td>
<td>Amount</td>
</tr>
<tr>
<td>Payroll</td>
<td>157,512</td>
<td>1,277,455</td>
<td>-1,119,943</td>
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<tr>
<td>Juror's Payroll</td>
<td>29,145</td>
<td>36,139</td>
<td>-6,994</td>
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<tr>
<td>Peoria County Employee Benefit Plan</td>
<td>1,557,625</td>
<td>600,713</td>
<td>956,912</td>
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<tr>
<td>Peoria County Flex Spending Acct</td>
<td>164,735</td>
<td>60,231</td>
<td>104,505</td>
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<tr>
<td>County Collector</td>
<td>1,097,448</td>
<td>1,167,211</td>
<td>-69,763</td>
</tr>
<tr>
<td>Operating</td>
<td>6,633,948</td>
<td>9,268,343</td>
<td>-2,634,395</td>
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<tr>
<td>Peoria County Forfeiture - State</td>
<td>424,407</td>
<td>423,352</td>
<td>1,056</td>
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<tr>
<td>Peoria County Forfeiture - Federal</td>
<td>17,948</td>
<td>17,948</td>
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<tr>
<td>Emergency Telephone System-E911</td>
<td>4,310,551</td>
<td>4,379,875</td>
<td>-69,324</td>
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<tr>
<td>Trust &amp; Condemnation</td>
<td>37,480</td>
<td>37,480</td>
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<tr>
<td>County Motor Fuel</td>
<td>273,482</td>
<td>613,721</td>
<td>-340,239</td>
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<tr>
<td>Township Bridge</td>
<td>555,032</td>
<td>425,421</td>
<td>129,611</td>
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<tr>
<td>Township Motor Fuel</td>
<td>1,287,972</td>
<td>1,230,293</td>
<td>57,679</td>
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<tr>
<td>CDAP</td>
<td>753,760</td>
<td>730,497</td>
<td>23,262</td>
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<td>VSP - HRA</td>
<td>809,345</td>
<td>820,788</td>
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<tr>
<td>Clearing Account</td>
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<td>0</td>
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<tr>
<td>Abandoned Property Program</td>
<td>3,100</td>
<td>0</td>
<td>3,100</td>
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<tr>
<td>Rural Transportation</td>
<td>136,993</td>
<td>136,976</td>
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<tr>
<td>Total Accounts at Illinois National Bank</td>
<td>18,250,483</td>
<td>21,226,442</td>
<td>-2,975,959</td>
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</table>

### Accounts at Morton Community Bank

<table>
<thead>
<tr>
<th></th>
<th>Account Balance</th>
<th>Variance</th>
<th>Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current Month</td>
<td>Prior Month</td>
<td>Amount</td>
</tr>
<tr>
<td>Capital Improvement</td>
<td>246,790</td>
<td>245,707</td>
<td>83</td>
</tr>
<tr>
<td>Operating - Investment</td>
<td>28,988,946</td>
<td>28,943,506</td>
<td>45,440</td>
</tr>
<tr>
<td>County Motor Fuel - Investment</td>
<td>4,283,509</td>
<td>4,276,748</td>
<td>6,761</td>
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<tr>
<td>Total Accounts at Morton Community Bank</td>
<td>33,518,245</td>
<td>33,485,960</td>
<td>52,285</td>
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### Accounts at Commerce Bank

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<tr>
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<th>Account Balance</th>
<th>Variance</th>
<th>Interest</th>
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<tbody>
<tr>
<td></td>
<td>Current Month</td>
<td>Prior Month</td>
<td>Amount</td>
</tr>
<tr>
<td>General Investment Acct</td>
<td>5,324,166</td>
<td>5,315,990</td>
<td>8,177</td>
</tr>
</tbody>
</table>

**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 January 31, 2020

<table>
<thead>
<tr>
<th>Bank</th>
<th>Investment Amount</th>
<th>Purchased Date</th>
<th>Maturity Date</th>
<th>Term (Months)</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Associate Bank</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Health Fund</td>
<td>400,000</td>
<td>12/5/19</td>
<td>1/5/21</td>
<td>13</td>
<td>1.65%</td>
</tr>
<tr>
<td><strong>Total for Bank</strong></td>
<td>400,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Busey Bank</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Health Fund</td>
<td>1,000,000</td>
<td>1/28/19</td>
<td>PENDING</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>County Health-TB Fund</td>
<td>193,252</td>
<td>10/2/18</td>
<td>4/2/20</td>
<td>18</td>
<td>2.62%</td>
</tr>
<tr>
<td>Employee Health Fund</td>
<td>400,000</td>
<td>11/27/18</td>
<td>5/28/20</td>
<td>18</td>
<td>2.90%</td>
</tr>
<tr>
<td><strong>Total for Bank</strong></td>
<td>1,593,252</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The F &amp; M Bank</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Health Fund</td>
<td>1,000,000</td>
<td>8/30/19</td>
<td>8/30/20</td>
<td>12</td>
<td>2.00%</td>
</tr>
<tr>
<td><strong>Total for Bank</strong></td>
<td>1,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Integrity Community Bank a/k/a Bank of Farmington</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Health Fund</td>
<td>400,000</td>
<td>12/14/18</td>
<td>6/14/20</td>
<td>18</td>
<td>2.68%</td>
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<td><strong>Total for Bank</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Morton Community Bank</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Health Fund</td>
<td>500,000</td>
<td>12/5/19</td>
<td>12/3/20</td>
<td>12</td>
<td>1.86%</td>
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<tr>
<td>Employee Health Fund</td>
<td>1,000,000</td>
<td>9/5/19</td>
<td>9/3/20</td>
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<td>2.05%</td>
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<tr>
<td>Employee Health Fund</td>
<td>400,000</td>
<td>12/5/19</td>
<td>12/3/20</td>
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<td>1.86%</td>
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<td><strong>Total for Bank</strong></td>
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<td></td>
</tr>
<tr>
<td><strong>Princeville State Bank</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Employee Health Fund</td>
<td>400,000</td>
<td>12/19/19</td>
<td>12/20/20</td>
<td>12</td>
<td>1.54%</td>
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<td><strong>Total for Bank</strong></td>
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Recap by Fund:

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>Fund Name</th>
<th>Amount</th>
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<tbody>
<tr>
<td>030</td>
<td>County Health &amp; TB Fund</td>
<td>693,252</td>
</tr>
<tr>
<td>081</td>
<td>Employee Health Fund</td>
<td>5,000,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total Certificate of Deposits</strong></td>
<td><strong>5,693,252</strong></td>
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<table>
<thead>
<tr>
<th></th>
<th>Total Banks</th>
<th>Difference</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>5,693,252</td>
<td>0</td>
</tr>
<tr>
<td>2ND SUB-</td>
<td>TITLE</td>
<td>PERIOD RECEIPTS</td>
</tr>
<tr>
<td>----------</td>
<td>-------</td>
<td>----------------</td>
</tr>
<tr>
<td>31001</td>
<td>PROPERTY TAXES</td>
<td>8,228,460.00</td>
</tr>
<tr>
<td>31401</td>
<td>OTHER TAXES</td>
<td>695,000.00</td>
</tr>
<tr>
<td>32209</td>
<td>BUILDING/LOWING PERMITS</td>
<td>295,000.00</td>
</tr>
<tr>
<td>32319</td>
<td>MARRIAGE LICENSES</td>
<td>59,000.00</td>
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<tr>
<td>32221</td>
<td>LICENSES/PERMITS</td>
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<tr>
<td>33110</td>
<td>FEDERAL GRANT</td>
<td>10,712.00</td>
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<tr>
<td>33320</td>
<td>STATE REVENUE</td>
<td>1,416,725.00</td>
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<tr>
<td>33509</td>
<td>INCOME TAX</td>
<td>6,125,000.00</td>
</tr>
<tr>
<td>33529</td>
<td>STATE REIMBURSEMENT-SALA</td>
<td>1,408,071.00</td>
</tr>
<tr>
<td>33540</td>
<td>INTERGOVERNMENTAL REVENUE</td>
<td>158,680.00</td>
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<tr>
<td>33900</td>
<td>SALES TAXES</td>
<td>12,870,725.00</td>
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<tr>
<td>34020</td>
<td>POLICE PROTECTION CTRCT</td>
<td>1,609,870.00</td>
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<tr>
<td>34060</td>
<td>ANIMAL PROTECT CONTRACT</td>
<td>319,535.00</td>
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<tr>
<td>34100</td>
<td>FEES AND CHARGES</td>
<td>1,361,000.00</td>
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<tr>
<td>34150</td>
<td>REVENUE STAMPS</td>
<td>346,000.00</td>
</tr>
<tr>
<td>34171</td>
<td>WARRANTS SERVICE</td>
<td>150,000.00</td>
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- **53018**
- **52040**
- **51500**
- **51240**
- **53080**
- **53350**
- **53350**
- **53599**
- **51000**
- **53999**

### FUND TYPE-1 GENERAL

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**TOTAL GENERAL**

| 44,765,429.00 | 1,917,088.18 | .00 | 42,848,340.82 | 1,382,356.47 | 95.97 |
### Special Revenue Report

#### Summary

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- 02:50
- 02:35
- 02:10
- 01:50
- 01:35
- 01:15
- 00:50
- 00:35
- 00:15

### PEORIA COUNTY, IL

#### EXPENDITURE STATUS REPORT

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PEORIA COUNTY, IL
REVENUE STATUS REPORT

DATE: 02/28/2020
TIME: 09:07:32

SELECTED CRITERIA: ALL
ACCOUNTING PERIOD: 13/19

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

FUND TYPE - 3 DEBT SERVICE

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### Peoria County, IL

#### EXPENDITURE STATUS REPORT

**DATE:** 02/28/2020  
**TIME:** 09:09:05  
**SELECTION CRITERIA:** ALL  
**ACCOUNTING PERIOD:** 13/19  
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**TOTAL ON:** FUND TYPE  
**PAGE BREAKS ON:** FUND TYPE  
**FUND TYPE:** DEBT SERVICE

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PEORIA COUNTY, IL
REVENUE STATUS REPORT

DATE: 02/28/2020
TIME: 09:07:32

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 13/19

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

FUND TYPE-4 CAPITAL PROJECTS

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PEORIA COUNTY, IL
EXPENDITURE STATUS REPORT

DATE: 02/28/2020
TIME: 09:09:05

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 11/19

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

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## PEORIA COUNTY, IL
### REVENUE STATUS REPORT

**Selection Criteria:** ALL  
**Accounting Period:** 13/19  
**Sorted By:** Fund Type, 2nd Subtotal  
**Totaled On:** Fund Type  
**Page Breaks On:** Fund Type  
**Fund Type:** Internal Service

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## PAGE\ NUMBER: 5

### EXPENDITURE STATUS REPORT

**DATE:** 02/28/2020  
**TIME:** 09:09:05  
**SELECTION CRITERIA:** ALL  
**ACCOUNTING PERIOD:** 13/19

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

**FUND TYPE-5 INTERNAL SERVICE**

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PAGE 1

REVENUE STATUS REPORT

FUND-076 PEORIA COUNTY PARKING FAC

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TOTAL REPORT 264,000.00 20,623.17 .00 313,415.70 -49,415.70 118.72
PEORIA COUNTY, IL
EXPENDITURE STATUS REPORT

FUND-076 PEORIA COUNTY PARKING FAC

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<td>CONSULTANT SERVICES</td>
<td>98,000.00</td>
<td>7,1!8.2!</td>
<td>.00</td>
<td>8,226.63</td>
<td>9,115.54</td>
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<td>23,788.72</td>
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<td>.00</td>
<td>97,774.49</td>
<td>-97,774.49</td>
<td>.00</td>
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<td>TOTAL PEORIA COUNTY PARKING FAC</td>
<td>305,605.00</td>
<td>9,492.06</td>
<td>.00</td>
<td>.00</td>
<td>351,811.02</td>
<td>-46,206.02</td>
<td>115.12</td>
</tr>
</tbody>
</table>

TOTAL REPORT
305,605.00 | 9,492.06 | .00 | .00 | 351,811.02 | -46,206.02 | 115.12 |
AGENDA BRIEFING

COMMITTEES: Public Safety and Justice

MEETING DATE: February 25, 2020

<table>
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<th>DESCRIPTION</th>
<th>LINE ITEM</th>
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<tr>
<td>EXPENSE</td>
<td>Exercise Contractor</td>
<td></td>
<td>$181,962.00</td>
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ISSUE:

The Peoria County EMA received grant funding from Illinois Emergency Management Agency in the amount of $285,593.00 to prepare the community for Complex Coordinated Terrorist Attacks of which $200,000 was budgeted for procurement of an exercise contractor. The Peoria Co. EMA posted an RFP and accepted bids from four vendors. Following review and evaluation of each bid using a common evaluation tool, the CCTA Project Leadership Team identified a contractor.

BACKGROUND/DISCUSSION:

A Scope-Of-Work was developed, plans and specifications were prepared, Bid Package #30-02-19 was issued, and Bids were received. The CCTA Project Leadership Team developed and utilized a common evaluation tool when reviewing and scoring each bid proposal. Following review, the CCTA Project Leadership Team held a conference call and discussed the individual evaluations:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID ($)</th>
<th>CCTA Leadership Team Review Scores</th>
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</thead>
<tbody>
<tr>
<td>Emergency Preparedness Solutions (Utica, NY)</td>
<td>$198,000.00</td>
<td>67 + 77.5 + 91 = 78.5</td>
</tr>
<tr>
<td>Hagerty Consulting Inc. (Evanston, IL)</td>
<td>$287,400.00</td>
<td>75 + 87.5 + 98 = 86.8</td>
</tr>
<tr>
<td>Integrated Solutions Consulting (Chicago, IL)</td>
<td>$181,962.00</td>
<td>83 + 95 + 98 = 92.0</td>
</tr>
<tr>
<td>Resilience International Consultants (Byron, IL)</td>
<td>$140,000</td>
<td>60 + 70 + 75 = 68.3</td>
</tr>
</tbody>
</table>
COUNTY BOARD GOALS:

Infrastructure Stewardship

STAFF RECOMMENDATION:

Staff is recommending that the contract be awarded to Integrated Solutions Consulting.

COMMITTEES ACTION:

APPROVED 2/25/20 (8-0 votes)
Mr. Rosenbohm voted aye via teleconference; Ms. Bryant and Ms. Pastucha absent

PREPARED BY: Jason Marks, Director Emergency Management and Preparedness
DATE: February 03, 2020
TO:  HONORABLE MEMBERS OF THE PEORIA COUNTY BOARD OF HEALTH
FROM:  JIM SMITH, CPPO, CPPB PURCHASING AGENT
SUBJECT:  RFP # 30-02-19: PEORIA COMPLEX COORDINATED TERRORISM ATTACK EXERCISE CONTRACTOR
DATE:  JANUARY 16, 2020
CC:  JASON MARKS,
     DIRECTOR OF EMERGENCY MANAGEMENT AND PREPAREDNESS

This office, on behalf of Peoria County Health Department, solicited proposals for Complex Coordinated Terrorism Attack Exercise Contractor. Four (4) vendor responses were received. The attached tabulation represents all proposals/requests received. Additional information may be required in selecting recipients.

Respondents

Emergency Preparedness Solutions
Utica NY

Hagerty Consulting Inc.
Evanston IL

Integrated Solutions Consulting
Edwardsville IL

Resilience International Consultants
Byron IL
Certificate of the Publisher

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

A notice, a true copy of which is attached, was published 1 time in Peoria Journal Star. The publication of the notice was made in the newspaper, dated and published on December 21st, 2019. The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, the Peoria Journal Star has signed this certificate by Gatehouse Media, its publisher, at Peoria, Illinois, on December 23rd, 2019.

County of Peoria
Ad # 4693406

By:

[Signature]

Ashley Anderson
Legal Notice Representative
Gatehouse Media
Publisher

(Note: Unless otherwise ordered, notarization of this document is not required.)
County of Peoria Signature Sheet

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

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

Please print or type:

THIS BID SUBMITTED BY:

Company Name: Emergency Preparedness Solutions, LLC
Authorized Agent Name & Title: Dr. Robin Riecker, Managing Partner
Contact Person: Mr. Timothy Riecker, Partner and Principal Consultant
Company Address: 11037 Cosby Manor Road
City, State Zip Code: Utica, NY 13502
Daytime Telephone: 518-649-6492
Daytime Fax: N/A
Daytime E-Mail (if available): tim@epsllc.biz
EEO Certificate of Compliance Num.: (Applied)

Addenda Received: Q&A 1 Q&A 2

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

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

Signature of Authorized Agent 1/12/2020 Date

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

DO NOT FAX OR EMAIL YOUR BIDS
PEORIA COUNTY PRICING PROPOSAL SHEET

Pricing must remain firm for ninety days (90) from the date of bid opening.

COST PROPOSAL:

Base Price:    $198,000.00

Additional charges not included in Base Price, if any please explain in the space at right:

$\hspace{2cm}N/A\hspace{2cm}$

$\hspace{2cm}\hspace{2cm}$

Submit all requirements for EEO Policy. (Complete application, attach a copy and mail original to City of Peoria, or list current EEO Certification Number: (Applied))

Will the goods or services you are proposing meet all specifications and requirements?

YES $\times$ NO $\text{___}$ If NO, please list all exceptions: (use additional sheet if necessary with explanations of variations of specifications):

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the goods/services that best meet the needs of the County.

Estimated timeframe to complete and deliver goods/services: By September 30, 2021

We the undersigned agree to furnish the services/equipment listed in this proposal according to the county's specifications and conditions at the stated prices enclosed in this cost proposal sheet.

Signature of Authorized Agent

Dr. Robin Riecker

Printed Name

Emergency Preparedness Solutions, LLC

Company Name

1/12/20

Date
County of Peoria Signature Sheet

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

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

Please print or type:

THIS BID SUBMITTED BY:

Company Name: Hagerty Consulting, Inc.
Authorized Agent Name & Title: Katie Freeman, Director of Operations
Contact Person: Katie Freeman
Company Address: 1618 Orrington Avenue, Suite
City, State Zip Code: Evanston, IL 60201
Daytime Telephone: 847-492-8454, x 119
Daytime Fax: 847-859-1710
Daytime E-Mail (if available): Katie.Freeman@hagertyconsulting.com
EEO Certificate of Compliance Num.: 03580-201231

Addenda Received: 01 02

Attach statement that firm has sexual harassment and drug-free workplace policies in place.
Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent

1/15/2020

Date

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

DO NOT FAX OR EMAIL YOUR BIDS
PEORIA COUNTY PRICING PROPOSAL SHEET

Pricing must remain firm for ninety days (90) from the date of bid opening.

COST PROPOSAL:

Base Price: $287,400.00

Additional charges not included in Base Price, if any please explain in the space at right:

$ 

$ 

Submit all requirements for EEO Policy. (Complete application, attach a copy and mail original to City of Peoria, or list current EEO Certification Number: 03580-201231.)

Will the goods or services you are proposing meet all specifications and requirements?

YES X NO 

If NO, please list all exceptions: (use additional sheet if necessary with explanations of variations of specifications):


Peoria County reserves the right to reject any and all bids, to waive technicalities and select the goods/services that best meet the needs of the County.

Estimated timeframe to complete and deliver goods/services: 2/15/2020 - 9/15/2021

We the undersigned agree to furnish the services/equipment listed in this proposal according to the county's specifications and conditions at the stated prices enclosed in this cost proposal sheet.

Signature of Authorized Agent

Katie Freeman, Director of Operations

Printed Name

Hagerty Consulting, Inc.

Company Name

1/15/2020

Date
County of Peoria Signature Sheet

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

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

Please print or type:

**This Bid Submitted By:**

Company Name: INTTEGRATED SOLUTIONS CONSULTING

Authorized Agent Name & Title: John Rogan, Managing Partner

Contact Person: John Rogan

Company Address: ICS Suite 310

City, State Zip Code: 3501 N. South Point Ave. Chicago, IL 60657

Daytime Telephone: 773-343-7221

Daytime Fax: 847-275-0979

Daytime E-Mail (if available): john.rogan@i-s-consulting.com

EEO Certificate of Compliance Num.: In Process

Addenda Received:___ ___ ___ ___

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

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

_____________  __________
Signature of Authorized Agent       Date 1/12/20

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

**DO NOT FAX OR EMAIL YOUR BIDS**
PEORIA COUNTY PRICING PROPOSAL SHEET

Pricing must remain firm for ninety days (90) from the date of bid opening.

COST PROPOSAL:

Base Price: $\text{FIXED RATE} \quad 181,962.00$

Additional charges not included in Base Price, if any please explain in the space at right:

$\quad \text{NA}$

$\quad \text{NA}$

Submit all requirements for EEO Policy. (Complete application, attach a copy and mail original to City of Peoria, or list current EEO Certification Number: \text{PLEASE SEE ATTACHED}.)

Will the goods or services you are proposing meet all specifications and requirements?

YES $\times$ NO $\quad$ If NO, please list all exceptions: (use additional sheet if necessary with explanations of variations of specifications):

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the goods/services that best meet the needs of the County.

Estimated timeframe to complete and deliver goods/services: \text{02/01/20 to 9/30/21 RFP SPECIFIED TIMELINE}

We the undersigned agree to furnish the services/equipment listed in this proposal according to the county’s specifications and conditions at the stated prices enclosed in this cost proposal sheet.

\underline{John Hogan} \hspace{1cm} \text{INTEGRATED SOLUTIONS CONSULTING, CORPORATION}

Signature of Authorized Agent \hspace{1cm} Company Name

\underline{John Rosan} \hspace{1cm} 1/13/20

Printed Name \hspace{1cm} Date
County of Peoria Signature Sheet

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

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

Please print or type:

THIS BID SUBMITTED BY:

Company Name: RESILIENCE INTERNATIONAL CONSULTANTS, CORP
Author Name & Title: DANIEL REILLY, PRESIDENT
Contact Person: DANIEL REILLY
Company Address: 305 WEST THIRD STREET
City, State Zip Code: BYRON, IL 61010
Daytime Telephone: (815) 915 - 4063
Daytime Fax: (815) 915- 4058
Daytime E-Mail (if available): dreilly@riemc.com
EEO Certificate of Compliance Num.: 

Addenda Received: ______   ______   ______   ______   ______

Attach statement that firm has sexual harassment and drug-free workplace policies in place.
Attach statement of ability to meet the specified requirements of this invitation to bid.

Signature of Authorized Agent  15 ANO 2020  Date

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

DO NOT FAX OR EMAIL YOUR BIDS
PEORIA COUNTY PRICING PROPOSAL SHEET

Pricing must remain firm for ninety days (90) from the date of bid opening.

COST PROPOSAL:
Base Price: $140,000.00

Additional charges not included in Base Price, if any please explain in the space at right:

$ N/A

$ N/A

Submit all requirements for EEO Policy. (Complete application, attach a copy and mail original to City of Peoria, or list current EEO Certification Number: ________________________) Will the goods or services you are proposing meet all specifications and requirements?

YES x NO _____ If NO, please list all exceptions: (use additional sheet if necessary with explanations of variations of specifications):

Peoria County reserves the right to reject any and all bids, to waive technicalities and select the goods/services that best meet the needs of the County.
Estimated timeframe to complete and deliver goods/services: 18 MONTHS

We the undersigned agree to furnish the services/equipment listed in this proposal according to the county's specifications and conditions at the stated prices enclosed in this cost proposal sheet.

Signature of Authorized Agent

RESILIENCE INTERNATIONAL CONSULTANTS, CORP.

Company Name

Printed Name

15 JAN 2020

Date
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 the Integrated Solutions Consulting, Corporation Bid Package RFP #30-02-19 to provide services as the Peoria Complex Coordinated Terrorism Attack (CCTA) Exercise Contractor

RESOLUTION

WHEREAS, the County Public Safety and Justice Committee recommends that the County Board approve the Bid Package RFP #30-02-19 from Integrated Solutions Consulting, Corporation; and

WHEREAS, with this contract the Peoria County Emergency Management Agency (EMA) will fulfill its responsibilities defined in the Complex Coordinated Terrorism Attack Grant; and

WHEREAS, the Illinois Emergency Management Act requires Peoria County to maintain an Emergency Management Agency (EMA); and

WHEREAS, Peoria County EMA is designated by the Illinois Emergency Management Agency to comply with serving the entire county in coordinating the county’s ability to prepare, respond, and mitigate all hazards, natural and manmade; and

WHEREAS, the Public Safety and Justice Committee recommends that the Board approves the Peoria County EMA to issue the necessary documents for this contract agreement;

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, to approve Integrated Solutions Consulting, Corporation as the Contractor for Bid Package RFP #30-02-19 and that the funds be directed from the 16CCTA Grant Agreement.

RESPECTFULLY SUBMITTED,
PUBLIC SAFETY AND JUSTICE COMMITTEE
COMMITTEE: Public Safety and Justice Committee

MEETING DATE: 25 February 2020

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<th>TYPE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tr>
<td>EXPENSE:</td>
<td>Sheriff’s Office Radio Maintenance Agreement</td>
<td>$73,661.40 Annually</td>
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ISSUE:

The Sheriff’s Office is renewing the agreement with Ragan Communications for the maintenance of radio equipment for the period of 01 January 2020 through 31 December 2022.

BACKGROUND/DISCUSSION:

This is being brought forward as an informational item. The funds for this have been appropriated through the 2020 budget. The Sheriff’s Office is not seeking additional funding for this contract.

Ragan Communications has been providing communications service to the Sheriff’s Office for over 25 years. All of the radio communications currently operating in the jail, courthouse, and department vehicles are all supported by hardware installed and serviced by Ragan. A complete list of equipment and services covered under this contract has been attached. The Sheriff’s Office is seeking approval of this contract as a single source. Ragan is the only supplier that has the previous expertise relative to the procurement, and Ragan is the only authorized Harris Equipment dealer in this area.

STAFF RECOMMENDATION:

Authorize the County Sheriff, with the approval of the SAO, to issue necessary documents to complete the agreement with Ragan Communications.

COUNTY BOARD GOALS:

Infrastructure Stewardship

COMMITTEE’S ACTION:

Approved 2/25/20 (8-0 votes)

Mr. Rosenbohm voted aye via teleconference: Ms. Bryant and Ms. Pastucha absent

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

DATE: 14 February 2020
February 21, 2020

Chief Deputy Doug Gaa
Peoria County Sheriff’s Office
301 N. Maxwell Road
Peoria, IL 61604

Chief Gaa,

I am writing this letter to confirm our previous conversations regarding as to how the Harris Dealer / Service Center program works.

Harris currently has three full-service dealers in the State of Illinois. Each is assigned a territory for which they are responsible for sales and service within an agreed upon territory.

Ragan Communications is responsible for the Central Part of the State, primarily covering the Counties of Peoria, Tazewell, Woodford, Fulton, Mason, Marshall, Putnam, Lasalle, Livingston, Mclean, Knox, Iroquois and Will Counties.

As part of this agreement, Harris provides Technical Support and training on all of their products. The training is on-going and is available online, at their RCE center in Marshalltown, Iowa and in Lynchburg Virginia at their Headquarters. Our Technicians participate in the on-going training on a regular basis.

There are currently two other dealers in Illinois, Radicom of McHenry, IL and GTSI of Jacksonville, IL. GTSI is a relatively new dealer within the past two years. Radicom covers the Northern portion of the State and GTSI covers the Southern portion of the State from Springfield south.

I hope this gives a better understanding of how the Harris program works. If there are any questions or concerns, feel free to contact me any time.

Respectfully,

Neal F. Ragan Jr., President
Ragan Communications, Inc.
February 21, 2020

Neal F. Ragan Jr  
Ragan Communications, Inc.  
2 Ragan Ct.  
Washington, IL  61571-1051

RE: Ragan Communications Authorization of Sales and Service

This letter is to certify that Ragan Communications is the sole authorized dealer & warrant service provider for L3Harris Technologies PSPC for Peoria County/Peoria, IL and surrounding areas.

As part of this authorization, Ragan Communications is the sole provider of sales, services, parts, accessories, and warranty as it relates to the L3Harris PSPC and L3Harris-Tait products and services.

If you have any further questions or concerns, please don’t hesitate to contact me.

Sincerely,

Brian Benedetti  
Sr. Regional Channel Manager  
brian.benedetti@l3harris.com  
(208) 850-1702  
221 Jefferson Ridge Parkway  
Lynchburg, VA 24501
Maintenance Agreement Provisions

1. DEFINITIONS: For the purpose of brevity and uniformity, all references to “RAGAN” in this agreement will be construed to mean Ragan Communications. All references to “LICENSEE” shall be construed as meaning and applying to the Peoria County Sheriff’s Department or the Purchaser of the equipment to be maintained by the terms of this agreement.

2. TERM Contract runs from January 1 to December 31 for three years, starting January 1, 2020 through December 31, 2022.

3. WORK: Ragan Communications agrees to provide prompt maintenance for the Licensee of the equipment described on the attached agreement, beginning and ending on the dates indicated if the Licensee makes the payment herein specified. Normal response to a problem will be made within three hours or less. Mobile units will be removed and reinstalled in different vehicles at Licensee’s request at the prices quoted in the agreement. This agreement does not include maintenance of any transmission line, antenna, tower or tower lighting, unless such work is described on the attached agreement. Such maintenance may be furnished upon request at mileage, material and labor rates prevailing at the time of each call. Maintenance shall include the labor and parts required to repair equipment which has become defective through normal wear and usage. Maintenance does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical abuse or misuse of the equipment, acts of God, and fires.

4. MAINTENANCE STANDARDS: The equipment will be maintained by RAGAN in accordance with these standards; (I) Parts of high quality and standards will be used; (II) Oil, water, dust, and foreign substances will be removed from the equipment; (III) The equipment will not be subject to mechanical abuse; (IV) The equipment will be maintained at level necessary to provide the required communications; (V) Routine maintenance procedures prescribed from time to time by RAGAN for its equipment will be followed; and (VI) All maintenance work will be done by a qualified person or agency. The equipment will be inspected and adjusted periodically and as often as required.
5. **TIME AND PLACE OF MAINTENANCE WORK:** Maintenance work on the base stations and other fixed equipment shall be performed at the location of the equipment, and Licensee shall furnish heat, light and power at these locations. Mobile units and removable equipment shall be checked and exchanged with spare units provided by the Licensee at the Licensee’s location whenever possible. If the problem cannot be resolved by substitution of the spare unit or if the problem is major enough to require more test equipment than carried in the mobile service van, the Licensee will deliver the units to the RAGAN COMMUNICATIONS Service Shop. As with the base location, the Licensee shall provide a well lighted, heated, safe place to perform the mobile maintenance work that is done at the Licensee’s location. All mobile changeouts, with the exception of removals from vehicles not drivable due to severe mechanical failure or body damage, will be delivered by the Licensee to the RAGAN COMMUNICATIONS Service Shop. The Licensee shall give the RAGAN COMMUNICATIONS Service Shop at least five days notice prior to delivery of a mobile unit for reinstallation. With the exception of the following paragraph, all work will be performed during RAGAN COMMUNICATIONS normal working hours which are, 8:00 AM to 4:30 PM Monday through Friday, excluding holidays.

6. **EMERGENCY:** An emergency clause has been added to cover situations not under the control of the Licensee. In the event that five or more marked squad cars are inoperable due to radio failure and that there are more officers working than cars available, RAGAN agrees to provide service on a 24 hour basis at no additional charge. The Licensee agrees to designate a person responsible for determining when an "Emergency" situation exists. That designated person will contact RAGAN COMMUNICATIONS for emergency service.

7. **PAYMENT:** On or about the date each payment is due as set forth in the attached agreement, RAGAN will send the Licensee an invoice covering the monthly maintenance fees for the next payment period plus all other charges for the preceding payment period, and the Licensee shall pay the amount of said invoice within thirty (30) days of its date to RAGAN COMMUNICATIONS.

RAGAN understands that the Licensee in this contract is exempt from all taxes whether they be Sales, Federal or Excise under the authority of any Federal, State or Local Law, rule or regulation with respect to the maintenance of the equipment except Federal income and profits taxes of RAGAN and State income and franchise taxes of RAGAN.

8. **RIGHT TO SUBCONTRACT:** RAGAN shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. Any subcontractor used will be required to meet all requirements, standards, obligations and duties as set forth in the above paragraphs defining duties, standards, and obligations of RAGAN. However, RAGAN shall not be relieved of any liability under this agreement on account of a subcontractor. RAGAN will notify the Licensee of the name and address of each subcontractor and the Licensee shall have the right to approve or reject the subcontractor proposed.

9. **FCC RECORDS:** Applications and statements of facts when required by the Federal Communications Commission must be subscribed and sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirements. However, RAGAN will provide the Licensee with forms, advice, and technical assistance, including frequency, modulation and power measurements, to aid in meeting these requirements.
10. **INTERRUPTION OF SERVICE:** The Licensee shall notify the subcontractor in the event of the failure of any unit. If the subcontractor fails to repair the unit within a reasonable time, the Licensee shall notify Ragan, either, by phone or in writing. After said notice from the Licensee to the subcontractor and to the Ragan Communications office, RAGAN shall be liable for any interruption or interference affecting the use of or transmission through the equipment maintained to the extent of a pro-rata allowance based on the monthly maintenance fee for the time such interruption or interference is attributable to the fault of RAGAN or its subcontractor. RAGAN does not assume and shall have no liability under this agreement for failure to provide for delay in providing maintenance for the equipment due directly or indirectly to cause beyond the control and without the fault or negligence of RAGAN, including, but not restricted to, acts of God, acts of the public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of the Licensee, its agents, employees, or subcontractors, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions, or defaults of RAGAN subcontractors due to any such causes.

11. **AUTOMATIC RENEWAL:** After the "Date Maintenance Ends" indicated on the attached agreement this agreement shall continue for successive additional periods of 1 month, provided that either RAGAN or the Licensee may terminate this agreement on the "Date Maintenance Ends" or thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated herein.

12. **LAWS AND REGULATIONS:** This agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.

13. **WAIVER:** Failure or delay on the part of RAGAN or the Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

14. **PRIOR NEGOTIATIONS:** This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

15. **AMENDMENT:** No revision of this agreement shall be valid unless made in writing and signed by an Agent of RAGAN COMMUNICATIONS and an authorized agent of the Licensee.

16. **ASSIGNMENT:** No assignment or transfer in whole or in part of this agreement shall be binding upon the LICENSEE without the LICENSEE's written consent.

17. **DEFAULT:** In the event of a default by either RAGAN or the LICENSEE the non-defaulting party shall immediately notify the other party by certified mail of the specific default or breach of agreement and the action which is required to be taken by the defaulting party to correct the default or breach of agreement. The party so notified shall have ten (10) days or such further time as may be agreed in writing from receipt of such notice to correct any specified default or breach of agreement. If any default or breach of agreement is not corrected in ten days or such further time as may be agreed in writing after receipt of the foregoing notice, then the non-defaulting party shall have the option of terminating this agreement by written notice by certified mail which termination shall become effective thirty (30) days after mailing of said notice.
If the licensee determines another system or additional equipment is necessary, the contract will not be considered to be in default if licensee continues with Ragan maintenance; however, necessary adjustments will be made to schedules as to total unit pricing or pricing for new types of equipment. Negotiations between the parties will be to the mutual satisfaction of Ragan and Licensee; however, any new pricing will not be in excess of prevailing rate. If, due to default by Ragan, the Licensee determines they wish to terminate the contract, and Licensee has prepaid annual contract, Ragan will return fees for the remainder of the prepaid period on a pro-rated basis at the discounted amount paid by the Licensee. However, if licensee wishes to terminate the contract prior to the agreed term, without any default by Ragan, Licensee agrees to waive reimbursement of prepaid fee.

18. **SPECIAL CONDITIONS:** Knowing that Peoria County has implemented a new County Wide 800 Mhz. system, inventories for the purpose of this agreement have been adjusted at the time the new system was implemented and at that time some of the old equipment covered under this agreement was removed from service. This adjustment was made with the assistance of Lt. Fischer before his retirement and is now coordinated with Lt. Williams and may have additional adjustments made from time to time to the satisfaction of both parties involved.
PREPARED FOR:

PEORIA COUNTY SHERIFFS DEPARTMENT
2020 RADIO MAINTENANCE AGREEMENT

<table>
<thead>
<tr>
<th>QTY.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>PER MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>800 MHZ MOBILES</td>
<td>9.80</td>
<td>969.80</td>
</tr>
<tr>
<td>2</td>
<td>800 MHZ VRM UNITS</td>
<td>20.00</td>
<td>40.00</td>
</tr>
<tr>
<td>235</td>
<td>800 MHZ PORTABLES</td>
<td>13.35</td>
<td>3137.25</td>
</tr>
<tr>
<td>27</td>
<td>PORTABLE CHARGERS (MULTI UNIT)</td>
<td>10.25</td>
<td>276.75</td>
</tr>
<tr>
<td>83</td>
<td>PORTABLE CHARGERS (SINGLE UNIT)</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>86</td>
<td>ISPERN MOBILES</td>
<td>9.80</td>
<td>842.80</td>
</tr>
<tr>
<td>82</td>
<td>POWER CONTROL CENTERS</td>
<td>3.60</td>
<td>295.20</td>
</tr>
<tr>
<td>82</td>
<td>SIRENS</td>
<td>6.45</td>
<td>528.90</td>
</tr>
<tr>
<td>3</td>
<td>ERICSSON KMC MOBILE UHF</td>
<td>9.25</td>
<td>27.75</td>
</tr>
</tbody>
</table>

TOTAL MONTHLY COST OF MAINTENANCE AGREEMENT

$ 6,138.45

TOTAL YEARLY COST OF MAINTENANCE AGREEMENT

$ 73,661.40

NOTE!
Above pricing based on three year contract commencing 1-1-20 thru 12-31-22
with annual renewal based on current inventory counts each year
This represents a 0% increase in 2020 and 2021 and with a 3% increase in 2022

Proposal Submitted by:

Neal F. Ragan Jr., President
Ragan Communications, Inc.
## 2020 Installations Labor During New Car Changeover

<table>
<thead>
<tr>
<th>QTY.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>P25 MOBILES</td>
<td>227.90</td>
<td>227.90</td>
</tr>
<tr>
<td>1</td>
<td>VHF MOBILES</td>
<td>227.90</td>
<td>227.90</td>
</tr>
<tr>
<td>1</td>
<td>RADAR INSTALL</td>
<td>113.95</td>
<td>113.95</td>
</tr>
<tr>
<td>1</td>
<td>FACTORY LIGHTING INTERFACING</td>
<td>113.95</td>
<td>113.95</td>
</tr>
<tr>
<td>1</td>
<td>LIGHT BARS &amp; SIRENS</td>
<td>113.95</td>
<td>113.95</td>
</tr>
<tr>
<td>1</td>
<td>POWER CONTROL CENTERS</td>
<td>76.00</td>
<td>76.00</td>
</tr>
<tr>
<td>1</td>
<td>CONSOLE INSTALLATION</td>
<td>48.85</td>
<td>48.85</td>
</tr>
<tr>
<td>1</td>
<td>LAPTOP INSTALL</td>
<td>113.95</td>
<td>113.95</td>
</tr>
<tr>
<td>1</td>
<td>MODEM INSTALL</td>
<td>113.95</td>
<td>113.95</td>
</tr>
<tr>
<td>1</td>
<td>CAMERA INSTALL</td>
<td>113.95</td>
<td>113.95</td>
</tr>
<tr>
<td>1</td>
<td>PARTITION</td>
<td>75.95</td>
<td>75.95</td>
</tr>
<tr>
<td>1</td>
<td>MIRROR LIGHTS</td>
<td>151.95</td>
<td>151.95</td>
</tr>
<tr>
<td>1</td>
<td>GRILLE LIGHTS</td>
<td>151.95</td>
<td>151.95</td>
</tr>
<tr>
<td>1</td>
<td>TAILGATE LIGHTS</td>
<td>151.95</td>
<td>151.95</td>
</tr>
</tbody>
</table>

## 2020 Installation Parts

### Existing Car Changeouts

<table>
<thead>
<tr>
<th>QTY.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MISC. (SWITCHES, WIRE, ANTENNAS, CABLE, FUSES, HARDWARE, ETC.)</td>
<td>445.30</td>
<td>445.30</td>
</tr>
</tbody>
</table>

### New Car Setup

<table>
<thead>
<tr>
<th>QTY.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MISC. (SWITCHES, WIRE, ANTENNAS, CABLE, FUSES, HARDWARE, ETC.)</td>
<td>535.10</td>
<td>535.10</td>
</tr>
</tbody>
</table>

**NOTE!**

Install prices quoted base on installation at time of car changeouts. Install prices may change from year to year based on current hourly shop rates.

## 2020 Removals Labor During New Car Changeover

<table>
<thead>
<tr>
<th>QTY.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>P25 MOBILES</td>
<td>57.00</td>
<td>57.00</td>
</tr>
<tr>
<td>1</td>
<td>ISPERN MOBILES</td>
<td>57.00</td>
<td>57.00</td>
</tr>
<tr>
<td>1</td>
<td>LIGHT BARS WITH SIRENS (SEDANS)</td>
<td>38.00</td>
<td>38.00</td>
</tr>
<tr>
<td>1</td>
<td>LIGHT BARS WITH SIRENS (SUV'S)</td>
<td>57.00</td>
<td>57.00</td>
</tr>
<tr>
<td>1</td>
<td>POWER CONTROL CENTERS</td>
<td>36.00</td>
<td>36.00</td>
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<tr>
<td>1</td>
<td>LAPTOP</td>
<td>38.00</td>
<td>38.00</td>
</tr>
<tr>
<td>1</td>
<td>CAMERA EQUIPMENT</td>
<td>38.00</td>
<td>38.00</td>
</tr>
<tr>
<td>1</td>
<td>CONSOLE REMOVAL</td>
<td>38.00</td>
<td>38.00</td>
</tr>
<tr>
<td>1</td>
<td>RADAR REMOVAL</td>
<td>38.00</td>
<td>38.00</td>
</tr>
<tr>
<td>1</td>
<td>MODEM REMOVAL</td>
<td>38.00</td>
<td>38.00</td>
</tr>
</tbody>
</table>

**NOTE!**

Removal prices may change from year to year based on current hourly shop rates.

Proposal Submitted by:

Neal F. Ragan Jr., President
Ragan Communications, Inc.
JAIL & COURTHOUSE FIXED EQUIPMENT

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>1</td>
<td>VHF MASTR III STATION  F3</td>
</tr>
<tr>
<td>1</td>
<td>VHF MASTR III AUX REC  F1</td>
</tr>
<tr>
<td>2</td>
<td>800 MHZ MASTR III REPEATERS  (24 HR)</td>
</tr>
<tr>
<td>1</td>
<td>IDA REMOTE  (F3 IN CENTRAL)</td>
</tr>
<tr>
<td>1</td>
<td>BOGEN PA AMPLIFIER</td>
</tr>
<tr>
<td>1</td>
<td>EDACS 500M JAIL CONTROL STATION W/PS</td>
</tr>
<tr>
<td>1</td>
<td>FIPLEX BDA IN COURTHOUSE</td>
</tr>
</tbody>
</table>

TOTAL MONTHLY  298.43
ANNUALLY  3,581.16

Proposal Submitted by:
Neal F. Ragan Jr., President
Ragan Communications, Inc.
MOBILE AND PORTABLE MAINTENANCE AGREEMENT

Date: 01/01/2020
Maintenance Agreement No.: 010241003
Date Maintenance Begins: 01/01/2020
Date Maintenance Ends: 12/31/2022

FCC Licensee: Peoria County Sheriffs Dept.
301 N. Maxwell Road
Peoria, IL 61604

Mobile Equipment Location: Peoria County Jail
301 N. Maxwell Road
Peoria, IL 61604

Mobile Equipment Covered by this agreement:

(101) Harris 800 Mhz Mobiles
(2) Harris 800 Mhz VRM Units
(235) Harris 800 Mhz Portables
(027) Portable Chargers (Multi Unit)
(083) Portable Chargers (Single Unit)
(086) ISPERN Mobiles
(082) Whelen Power Control Centers
(082) Sirens
(3) UHF KMC Mobiles

Maintenance rate for the above listed equipment: $6,138.45 per month Note! This pricing represents a 0% increase for 2020 & 2021 with a 3% increase for 2022

STANDARD CONTRACT: 8:00 A.M. To 4:30 P.M.
Monday thru Friday Except Holidays

**********************************************************************************************************************************************************************************************************

* When this agreement is accepted by Ragan Communications, the equipment listed above will be maintained by Ragan Communications in accordance with the terms and conditions printed on the attached agreement.

Peoria Co. Sheriffs Department

By: __________________________
Title: __________________________
Date: __________________________

Ragan Communications, Inc.

By: __________________________
Title: President
Date: __________________________
JAIL AND COURTHOUSE FIXED EQUIPMENT

Date: 01/01/2020
Maintenance Agreement No.: 012241004
Date Maintenance Begins: 01/01/2020
Date Maintenance Ends: 12/31/2022

FCC Licensee
Peoria County Sheriff's Dept.
301 N. Maxwell Road
Peoria, IL 61604

Fixed Equipment Location
Peoria County Jail
301 N. Maxwell Road
Peoria, IL 61604

Fixed Equipment Covered by this agreement:

(1) VHF Mastr III Station
(1) VHF Mastr II Aux Rec
(2) 800 Mhz Mastr III Repeaters (24 Hours)
(1) IDA CONTROLLER
(1) Bogen PA Amplifier
(1) EDACS 500 M Jail Control Station w Power Supply
(1) FIPLEX BDA In Courthouse

Maintenance rate for the above listed equipment: $298.43 per month.

STANDARD CONTRACT: 8:00 A.M. TO 4:30 P.M.
Monday thru Friday Except Holidays
(some equipment has 24 hour service and is so noted)

----------------------------------------------------------------------------------------------------------

When this agreement is accepted by Ragan Communications, the equipment listed above will be maintained by Ragan Communications in accordance with the terms and conditions printed on the attached agreement.

Peoria Co. Sheriff's Department
By: ____________________________
Title: __________________________
Date: __________________________

Ragan Communications, Inc.
By: ____________________________
Title: President
Date: __________________________
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

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

RE: Sheriff’s Office Radio Maintenance Agreement

RESOLUTION

Whereas, A radio communication network that is supported twenty-four hours a day is critical to Sheriff’s Office operation; and

Whereas, Ragan Communications INC has been providing radio hardware, installation, and support service to the Sheriff’s Office for over 25 years.; and

Whereas, Ragan is a single source vendor as they are the only vendor that has the previous expertise relative to the procurement and they are the only Harris Equipment dealer in this area; and

Whereas, your Public Safety & Justice Committee recommends the County Board Approves Ragan Communications contact for radio maintenance.

Now Therefore be it Resolved, by the County Board of Peoria County that the Peoria County Sheriff or his designee are hereby authorized and directed to execute the documents necessary to complete the contract with Ragan Communication.

RESPECFULLY SUBMITTED
Public Safety and Justice Committee
AGENDA BRIEFING

COMMITTEE: Public Safety & Justice Committee
MEETING DATE: February 25, 2020

LINE ITEM: 051-2-051-3-256-52352 $18,000.00

ISSUE:

Additional Appropriation for the Sheriff’s Office Drug Forfeiture Fund for FY 2020

BACKGROUND/DISCUSSSION:

The Peoria County Sheriff’s Office is requesting additional funding in FY 2020 in the Drug Forfeiture Fund to purchase some equipment that was not contemplated at the time of budget adoption. The first item is a K-9 dog and accessories and the second is a rifle-rated ballistic shield to be utilized by the CIERT team. The K-9 will cost approximately $10,000 and the rifle-rated shield is approximately $8,000. Drug Forfeiture Funds are monies received from drug seizures and traffic fines and are under the sole discretion of the County Sheriff to be utilized for equipment like the type we are requesting in this appropriation. By utilizing these funds, the Sheriff’s Office is saving the General Fund the cost of purchasing these types of equipment.

COUNTY BOARD GOALS:

EFFECTIVE SERVICE DELIVERY

FINANCIAL STABILITY

STAFF RECOMMENDATION:

To approve the Additional Appropriation for the Sheriff’s Office Drug Forfeiture Fund for FY 2020

COMMITTEE ACTION: Approved 2/25/20 (8-0 votes) Mr. Rosenbohm voted aye via teleconference; Ms. Bryant and Ms. Pastucha absent

PREPARED BY: Randy Brunner, Finance Director
DEPARTMENT: Peoria County Sheriff’s Office
DATE: February 14, 2020
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

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

RE: Additional Appropriation for the Sheriff’s Office Drug Forfeiture Fund for FY 2020

RESOLUTION

WHEREAS, the Sheriff’s Office wishes to spend funds that were not appropriated into the FY 2020 adopted budget; and

WHEREAS, the Sheriff’s Office Drug Forfeiture Fund has reserves available to fund these expenditures; and

WHEREAS, the Sheriff’s Office is requesting that these additional expenditures be appropriated into the FY 2020 Sheriff’s Office Restricted Donations Fund budget; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that an additional Eighteen Thousand dollars ($18,000.00) be appropriated for FY 2020 to the Sheriff’s Office Drug Forfeiture Fund budget into the expenditure line item of 051-2-051-3-256-52352.

RESPECTFULLY SUBMITTED,

Public Safety and Justice Committee
AGENDA BRIEFING

COMMITTEE: Public Safety & Justice Committee
MEETING DATE: February 25, 2020

LINE ITEM: 058-2-058-3-317-52352 $20,000.00
058-2-058-3-322-52352 $25,000.00

ISSUE:
Additional Appropriation for the Sheriff’s Office Restricted Donations Fund for FY 2020

BACKGROUND/DISCUSSION:
The Peoria County Sheriff’s Office is requesting additional funding in FY 2020 of $25,000 in the Sheriff’s Restricted Donations Fund to purchase some equipment that was not contemplated at the time of FY 2020 budget adoption. The first item is a used late-model replacement vehicle for the Victim Services Coordinator since the current vehicle is a 2010 model with over 106,000 miles and nearing the end of its life cycle. The second item is a drone for the Search and Rescue Team equipped with FLIR technology that will substantially enhance the SAR’s team search capabilities and aid in rescue operations. The Sheriff’s Restricted Donations Fund contains monies received from through donations, honorariums and other miscellaneous sources and are under the sole discretion of the County Sheriff to be utilized for equipment like the type we are requesting in this appropriation. By utilizing these funds, the Sheriff’s Office is saving the General Fund the cost of purchasing these types of equipment.

COUNTY BOARD GOALS:

- EFFECTIVE SERVICE DELIVERY
- FINANCIAL STABILITY

STAFF RECOMMENDATION:
To approve the Additional Appropriation for the Sheriff’s Restricted Donation Fund for FY 2020

COMMITTEE ACTION: Approved 2/25/20 (8-0 votes) Mr. Rosenbohm voted aye via teleconference; Ms. Bryant and Ms. Pastucha absent

PREPARED BY: Randy Brunner, Finance Director
DEPARTMENT: Peoria County Sheriff’s Office
DATE: February 14, 2020
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

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

RE: Additional Appropriation for the Sheriff’s Office Restricted Donations Fund for FY 2020

RESOLUTION

WHEREAS, the Sheriff’s Office wishes to spend funds that were not appropriated into the FY 2020 adopted budget; and

WHEREAS, the Sheriff’s Office Restricted Donations Fund has reserves available to fund these expenditures; and

WHEREAS, the Sheriff’s Office is requesting that these additional expenditures be appropriated into the FY 2020 Sheriff’s Office Restricted Donations Fund budget; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that an additional Twenty Thousand dollars ($20,000.00) be appropriated for FY 2020 to the Sheriff’s Office Restricted Donations Fund budget into the expenditure line item 058-2-058-3-317-52352; and an additional Five Thousand dollars ($5,000.00) be appropriated for FY 2020 to the Sheriff’s Office Restricted Donations Fund budget into the expenditure line item 058-2-058-3-322-52352.

RESPECTFULLY SUBMITTED,

Public Safety and Justice Committee
ISSUE: RESOLUTION: Appropriation of $47,342 to cover anticipated expenses for Sustainability Grants

BACKGROUND/DISCUSSION:
The County Board approved funding to promote sustainability and recycling initiatives; Sustainability grants for County facilities. This request is to roll-over the remaining balance in FY19 to FY2020 budget to continue the program until funds are depleted.

Sustainability Grants for Internal County Operations
A Sustainability Fund of $75,000 was established in 2012 to address sustainability goals identified in the County's Sustainability Plan adopted by the County Board in 2011. This account shall be a revolving fund that adds achieved savings from implemented initiatives to support additional projects and goals of this plan.

The Sustainability Committee, comprised of employees representing several County offices, review requests to fund projects that address green infrastructure, water and/or energy conservation and efficiency, or other environmentally innovative activities. Projects must be congruent with the key elements outlined in the County's Sustainability Plan.

As part of PDC Services, Inc./ Peoria City/County Landfill Inc. proposal for the City/County Landfill expansion, an incentive was included to repay each of the owners for the cost of land purchased adjacent to the landfill property. The total amount of $450,000 was received in July 2018. In 2018, the Public Safety and Justice Cmte, which was the overseeing committee of the Sustainability & Resource Conservation Department, approved utilizing $50,000 for the County’s internal sustainability program.

Projects supported in 2019 included lighting upgrades at Health and Highway facilities, landscape project at Health, and installation of bottle filling water coolers.

The unused funds from FY2019 for this program is $47,342.

FINANCIAL IMPACT:

COUNTY BOARD GOALS:

- Financial Stability
- Healthy vibrant communities
- Collaboration

COMMITTEE ACTION: Resolution approved 2/26/20 (6-0 votes) Ms. Bryant, Ms. Reliford, Mr. Reneau absent

PREPARED BY: Karen Raithel
DATE: February 14, 2020
DEPARTMENT: Sustainability & Resource Conservation
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

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

Re: Appropriation in 2020 budget of 2019 rollover

RESOLUTION

WHEREAS, the County Board appropriated monies to the Solid Waste Fund in the 2012 budget for a program to enhance internal county facilities sustainability programs; and

WHEREAS, Peoria County's vision and goals include building sustainable communities; and

WHEREAS, the Peoria County Board approved the County's Sustainability Plan in 2011 which identifies the sustainability fund that will add achieved savings from implemented initiatives; and

WHEREAS, requested funds for this program in FY2019 did not deplete the appropriated monies; and

WHEREAS, the Peoria County Board Financial Policies require the County Board to approve requests to adjust the budget for outstanding balances; and

WHEREAS, your Health Committee hereby recommends that the outstanding amount of $47,342.00 be appropriated to the FY2020 Solid Waste Fund; and

NOW THEREFORE BE IT RESOLVED, the County Administrator is authorized to appropriate budget expenditures in the amount of $47,342.00 to account 041-2-041-4-415-53353 for internal county facilities sustainability programs for FY2020.

RESPECTFULLY SUBMITTED,
HEALTH COMMITTEE

Reviewed:
Dated:
AGENDA BRIEFING

COMMITTEE: Health Committee
MEETING DATE: February 26, 2020
LINE ITEM: n/a
AMOUNT: n/a

ISSUE: Heddington Oaks Write-Off’s

BACKGROUND/DISCUSSION: Heddington Oaks has a large number of older outstanding Accounts Receivable that are most likely uncollectible. To provide a better picture of the actual Accounts Receivable for Heddington Oaks, it is necessary to continue the process of writing off those accounts deemed uncollectible. Per the Heddington Oaks Bad Debt Policy, this requires the approval of the Peoria County Board. Please find below the summary of accounts proposed for write-off:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$864,184.70</td>
<td>Medicaid Pending</td>
</tr>
<tr>
<td>$325,244.12</td>
<td>Private Pay</td>
</tr>
<tr>
<td>$177,744.55</td>
<td>Patient Liability</td>
</tr>
<tr>
<td>$1,367,173.37</td>
<td></td>
</tr>
</tbody>
</table>

Represented in the amounts from Medicaid Pending, Private Pay and Patient Liability are 25 former residents who have either discharged or expired and 4 current residents. In regards to the 4 current residents, these are cases where the application and/or redetermination for Medicaid was not done timely and thus they lost their entitlement for a period of time. The charges being written off span from 2013–2019, with the majority of the charges being found in 2016–2018.

This write-off action will lower Heddington Oaks Accounts Receivable but will not generate a new expense as we currently maintain an Allowance for Bad Debt on the Balance Sheet.

COUNTY BOARD GOALS:

- Financial Stability

STAFF RECOMMENDATION: Approval

COMMITTEE ACTION: Approved 2/26/20 (6-0 votes) Ms. Bryant, Ms. Reliford, Mr. Reneau absent

PREPARED BY: Paul Letcher, Heddington Oaks Finance Director
DATE: February 18, 2020
Your Health Committee does hereby recommend passage of the following Resolution:

RE: Heddington Oaks Write-Off’s

RESOLUTION

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

WHEREAS, Twenty-five former residents and four current residents have a balance of $1,367,173.37 constructed of the Medicaid Pending, Private Pay and Patient Liability payer sources and are deemed uncollectible; and

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

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that $1,367,173.37 of Heddington Oaks Accounts Receivable be written off as bad debt.

RESPECTFULLY SUBMITTED,
HEALTH COMMITTEE
ISSUE: Resolution for Preliminary Engineering Agreement with Crawford, Murphy & Tilly, Inc. for Rehabilitation of Structure Number 072-3116 on Grange Hall Road.

BACKGROUND/DISCUSSION: Structure Number 072-3116 on Grange Hall Road (C.H. D32) is located ¾ mile east of Princeville Jubilee Road. The bridge was constructed in 1984 and has a Sufficiency Rating of 61.7. The expansion joints at each end of the bridge have failed and are allowing water to corrode the bridge beams, diaphragms, and bearings. Additionally, the paint on the bridge beams is faded and the beams are showing signs of light rust.

This resolution will allow the County to enter into a preliminary engineering agreement with Crawford, Murphy & Tilly, Inc. (CMT) to design rehabilitation plans for Structure Number 072-3116. Rehabilitation work will include replacement of the expansion joints at each end of the bridge, structural steel repair of the beam ends, replacement of the steel diaphragms and support bearings at each end of the bridge, and painting of the bridge beams.

The estimated cost of the rehabilitation is $500,000. The rehabilitation of the bridge will greatly extend the service life of the bridge and will prevent the County from having to undergo a multi-million-dollar replacement in the near future.

The project is located in District 16 (Windish).

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION: Approved 2/25/20 (5-0 votes) Ms. Pastucha and Mr. Robinson absent

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: February 7, 2020
West Abutment, 2\textsuperscript{nd} Diaphragm from South Edge, Hole

West Abutment, 1\textsuperscript{st} Diaphragm from South Edge, Hole

West Pier

Superstructure, 1\textsuperscript{st} Bay from South Edge, Cracks
Str. 072-3116, Grange Hall Rd., 9/27/2018

East Pier, South End

East Pier

Superstructure

East Abutment
THIS AGREEMENT is made and entered into this ______ day of ________, 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

### Section Description

**Name** Grange Hall Road Bridge (CH D52) over Kickapoo Creek

**Route** __________ **Length** __________ **Mi.** 176 **FT** (Structure No. 072-3116)

**Termini** Bridge Rehabilitation

**Description:** Bridge Rehabilitation of SN 072-3116

### Agreement Provisions

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
   a. ☑ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
   c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
   e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
   f. ☐ 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.
   g. ☑ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
   h. ☑ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
   i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals

**Note:** Four copies to be submitted to the Regional Engineer
j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT’s Bureau of Local Roads & Streets.

k. Prepare the Project Development Report when required by the DEPARTMENT.

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

3. To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.

4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

7. Attached to, and part of, this AGREEMENT is Exhibit A & B. Exhibit A provides additional details about the proposed rehabilitation of Structure Number 072-3116 and the professional services to be provided by the ENGINEER which are the subject of this AGREEMENT. Exhibit A describes the information known to the LA and ENGINEER at the time the AGREEMENT is executed.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services rendered in accordance with this Agreement on the basis of the Cost Plus Fixed Fee formula. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

2. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet part of the services. If the ENGINEER sublets part of this work, the LA will pay the cost to the ENGINEER plus a ten (10) percent service charge. “Cost to Engineer” to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

3. Compensation on the basis of the Cost Plus Fixed Fee formula is tabulated in the attached Exhibit B. Exhibits A and B summarize the tasks to be performed and the estimated effort to complete each task. The estimated effort is carried forward to compute the compensation limits as tabulated in Exhibit B. Exhibits A and B are part of the AGREEMENT.

4. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made without retainage upon receipt of monthly invoices from the ENGINEER. Such invoices shall be for partially completed work less all previous partial payments paid to the ENGINEER. Payments shall be made as soon as practicable after receipt of each invoice.

5. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in this AGREEMENT, the LA shall reimburse the ENGINEER for all services provided to the point of abandonment in accordance with the Cost Plus Fixed Fee formula.

6. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of the Cost Plus Fixed Fee formula. It is understood that “changes” as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.
It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee’s decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA: Peoria County of the (Municipality/Township/County) State of Illinois, acting by and through its County Board

ATTEST:

By By

Title: Peoria County Clerk Title: County Administrator

(Seal)

Executed by the ENGINEER: Crawford, Murphy & Tilly, Inc.

ATTEST:

By By Eric J. Hansen

Title Vice President

Approved

Date

Department of Transportation

Regional Engineer

Printed 2/7/2020 Page 3 of 3  BLR-05510 (Rev. 11/06)
Grange Hall Road Bridge Rehabilitation

SN 072-3116

Section 2020-1-CB

Peoria County Highway Department has determined the bridge requires certain repairs. The following is a description of the existing bridge and known problems that require repair:

- The bridge is located approximately 0.75 miles east of Princeville-Jubilee Blacktop. The structure is a 176-foot-long 3-span steel girder structure with a cast in place concrete deck constructed in 1984.
- The Sufficiency Rating is 61.7.
- Expansion joints at each end have failed which has led to deterioration of the ends of the girders and diaphragms.
- Much of the girders have light rust.
- The concrete deck has minor transverse cracking with very minor leaching. The concrete deck has also been covered with an asphalt/aggregate seal coat.
- Testing has determined the bridge does not contain any asbestos materials.

Peoria County would like to hold a local letting in October or November of 2020.

Construction work would likely begin in spring of 2021.

The County has budgeted $500,000 of county controlled funds for the rehabilitation.

CMT staff will provide the following services:

- Perform a bridge inspection to confirm repair needs.
- Perform an Environmental Screening to confirm that the proposed work complies with state and local policies.
- Perform topographic surveys of the bridge and roadway approaches as necessary for studies and preparing bidding documents.
- Review roadside safety conditions of the approaches to the bridge. Identify upgrades or improvements, if applicable, to comply with current roadside safety policies.
- Prepare construction plans of the proposed improvements.
- Prepare cost opinions of proposed improvements.
- Prepare specifications, bidding, and contract documents for proposed improvements.
## EXHIBIT B

### COST ESTIMATE OF CONSULTANT SERVICES

**FIRM:** CRAWFORD, MURPHY AND TILLY, INC.  
**DATE:** 02/06/20

**ROUTE:** Grange Hall Road Bridge

**SECTION:** 2020-1-CB

**COUNTY:** Peoria County

Structure Number: 072-3116

**OVERHEAD RATE (OH):** 167.22%

**COMPLEXITY FACTOR (R):** 0

### Formulas
- \( (C) = (A) \times (B) \)
- \( (D) = (C) \times (OH) \)
- \( (E) = 0.145 \times ((C) + (R \times C) + (OH \times C) + E) \)
- \( (H) = (C) + (D) + (E) + (F) + (G) \)

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<tr>
<th>ITEM</th>
<th>MANHOURS</th>
<th>AVERAGE HOURLY RATE</th>
<th>PAYROLL</th>
<th>OVERHEAD &amp; FRINGE BENEFITS</th>
<th>DIRECT COSTS</th>
<th>FIXED FEE</th>
<th>SERVICE BY OTHERS</th>
<th>TOTAL</th>
<th>% OF GRAND TOTAL</th>
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PAYROLL RATES

FIRM NAME: CRAWFORD, MURPHY AND TILLY, INC.
ROUTE: Grange Hall Road Bridge
SECTION: 2020-1-CB
COUNTY: Peoria County

ESCALATION FACTOR 0.00%

DATE: 02/06/20

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<tr>
<th>CLASSIFICATION</th>
<th>JANUARY 2020 RATES</th>
<th>ESCALATED RATE</th>
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<td>10 Principal</td>
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<td>20 Project Engineer II</td>
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<td>30 Project Engineer I</td>
<td>$51.04</td>
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<tr>
<td>40 Senior Engineer I</td>
<td>$37.58</td>
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<td>50 Engineer I</td>
<td>$29.53</td>
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# PAYROLL ESCALATION TABLE
## ANNIVERSARY RAISES

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<th>FIRM NAME:</th>
<th>CRAWFORD, MURPHY AND TILLY, INC.</th>
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<td>ROUTE:</td>
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<td>SECTION:</td>
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<td>COUNTY:</td>
<td>Peoria County</td>
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<tr>
<td>DATE</td>
<td>02/06/20</td>
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<table>
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<th>CONTRACT TERM</th>
<th>8 MONTHS</th>
<th>OVERHEAD RATE</th>
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<th>COMPLEXITY FACTOR</th>
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<th>% OF ANNUAL RAISE</th>
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## ESCALATION PER YEAR

- **Start Date is** 9.1 months before the next Payroll Increase
- **Completion Date is** 1.0 months before the next Payroll Increase

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<th>Months of Work</th>
<th>Current Year Rates</th>
<th>Year 2 Rates</th>
<th>Year 3 Rates</th>
<th>Year 4 Rates</th>
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## CALCULATE THE ESCALATION FACTOR OVER THE CONTRACT TERM

0.00%
## AVERAGE HOURLY PROJECT RATES

**FIRM NAME:** CRAWFORD, MURPHY AND TILLY, INC.  
**ROUTE:** Grange Hall Road Bridge  
**SECTION:** 2020-1-CB  
**COUNTY:** Peoria County  
**DATE:** 02/06/20  
**SHEET 1 OF 1**

### PAYROLL CLASSIFICATION

<table>
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<tr>
<th>PAYROLL CLASSIFICATION</th>
<th>AVG HOURLY RATES</th>
<th>TOTAL PROJECT RATE</th>
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<th>B. Project Development</th>
<th>C. Plan Development</th>
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<td></td>
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<td>Hours</td>
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<td>Wgtd Avg</td>
<td>Hours</td>
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**TOTALS:** 444 100% $37.48 24 100.00% $56.84 100 100% $32.77 320 100% $37.50
Your Infrastructure Committee does hereby recommend passage of the following Resolution:

**RE: PRELIMINARY ENGINEERING AGREEMENT TO DESIGN BRIDGES WITHIN PEORIA COUNTY**

**RESOLUTION**

WHEREAS, Structure Number 072-3116 located on Grange Hall Road (C.H. D32) is in a state of deterioration; and

WHEREAS, your Infrastructure Committee, having considered the economic effects of the project, believes that the best interests of Peoria County will be served by the approval of a Preliminary Engineering Service Agreement for preliminary engineering to rehabilitate structures using the County Bridge Fund for:

Phase I and Phase II engineering for the rehabilitation of Structure Number 072-3116 on Grange Hall Road (C.H. D32), designated as Section 2020-1-CB, at a cost not to exceed $51,620.00 with Crawford, Murphy & Tilly, Inc.

NOW, THEREFORE BE IT RESOLVED, that the preliminary engineering agreement be approved, and that the County Administrator be designated as the officer to sign the engineering agreement; and

BE IT FURTHER RESOLVED that $51,620.00 be appropriated from the County Bridge fund for Phase I and Phase II engineering for Section 2020-1-CB on Grange Hall Road; and

BE IT FURTHER RESOLVED, that the County Treasurer be authorized to issue checks from the County Bridge Fund in payment of invoices for the engineering work.

RESPECTFULLY SUBMITTED,

INFRASTRUCTURE COMMITTEE
Peoria County Sheriff's Police Auxiliary
(No Term Length)
Scott Twidwell
16600 N. Beall Rd.
Princeville, IL 61559

Ways and Means Committee
Sharon Williams – Vice Chairperson
1203 S. Alder
Peoria, IL 61605
Akron-Princeville Fire Protection District  
(Length of Term: 3 years)  
John Bliss  
720 W Main Street  
Princeville IL 61559-9593  
Expires: 4/30/2020

Brimfield Comm Fire Protection District  
(Length of Term: 3 years)  
Ralph Peters  
24227 W. Barrett Road  
Elmwood IL 61529  
Expires: 4/30/2020

Brimfield Sanitary District  
(Length of Term: 3 years)  
Richard Depperman  
306 E Clay Street  
Brimfield IL 61517-8151  
Expires: 4/30/2020

Chillicothe-Hallock-Medina Water District  
(Length of Term: 5 years)  
Steve Watkins  
10603 Dale Street  
Mossville IL 61552-7534  
Expires: 4/30/2020

Dunlap Community Fire Protection District  
(Length of Term: 3 years)  
James Withers  
9121 W Park School Rd  
Princeville IL 61559-9515  
Expires: 4/30/2020

Elmwood Rural Fire Protection District  
(Length of Term: 3 years)  
Jay I. McKinty  
7026 North Dogtown Lane  
Elmwood IL 61529  
Expires: 4/30/2020

*Subject to Change*
Greater Chillicothe Sanitary District
(Length of Term: 3 years)
Margaret E. Hurd
1107 North Fourth Street
Chillicothe IL 61523
Expires: 4/30/2020

Greater Peoria Sanitary & Sewage District
(Length of Term: 3 years)
Gene Petty
3802 N Molleck Dr
Peoria IL 61615-4028
Expires: 4/30/2020

Matthew Bender
1005 W. Taylor Lane
Bartonville IL 61607
Expires: 4/30/2020

Hanna City Sanitary District
(Length of Term: 3 years)
Pamela Rodriguez
12719 W. Farmington Rd.
Hanna City IL 61536
Expires: 4/30/2020

Limestone Walters Public Water District
(Length of Term: 5 years)
Jim Bartel
2705 S Hilton Lane
Peoria IL 61607-9445
Expires: 4/30/2020

Steve Christiansen
7906 W. Thornridge
Mapleton IL 61547
Expires: 4/30/2020

Logan-Trivoli Fire Protection District
(Length of Term: 3 years)
Wendy Conner
4603 S Tewkesbury Ct
Mapleton IL 61547-9531
Expires: 4/30/2020

Pleasant Valley Public Water District
(Length of Term: 5 years)
Chet Bishop
5317 W. Farmington Rd.
Peoria IL 61604
Expires: 4/30/2020
Victoria Heinle  
9715 W. Lampighter Lane  
Hanna City IL 61536  
Expires: 4/30/2020

**Rural Route 150 Water District**  
*(Length of Term: 5 years)*  
Nathan Kress  
11413 Fox Meadow Drive  
Brimfield IL 61517  
Expires: 4/30/2020

**Timber-Hollis Fire Protection District**  
*(Length of Term: 3 years)*  
Bradford Janzen  
9236 S Powell Rd  
Bartonville IL 61607-9467  
Expires: 4/30/2020

Gary Williams  
10031 S Kingston Mines Rd  
Mapleton IL 61547-0153  
Expires: 4/30/2020

**Timber-Logan Rural Water District**  
*(Length of Term: 5 years)*  
Bret Rosenbohm  
14805 Main Street  
Glasford IL 61533  
Expires: 4/30/2020

**West Peoria Street Lighting District**  
*(Length of Term: 3 years)*  
Randall Kleist  
2022 W Barker Ave  
Peoria IL 61604-5555  
Expires: 4/30/2020
AGENDA BRIEFING

COMMITTEE: Land Use and Infrastructure
MEETING DATE: February 25, 2020
LINE ITEM: N/A
AMOUNT: N/A

ISSUE:
ZBA Case #002-20-V. A Variance request from Section 20-7.1.1.2 of the Unified Development Ordinance, which requires that the height of a telecommunication facility shall not exceed 200 feet, if located in a non-residential zoning district. The petitioner proposes to construct a telecommunications tower at a height of 255 feet in the “A-2” Agriculture Zoning District, resulting in a variance request of 55 feet.

BACKGROUND/DISCUSSION:
This case is located in District #14, which is County Board member Brian Elsasser's district. The petitioner, Insite RE Inc. as agent for Lendlease Towers III, LLC, requests a variance from the required maximum height of 200 feet for a telecommunications carrier facility located in a non-residential zoning district. The petitioner proposes to construct a telecommunications tower with a height of 255 feet at the subject parcel. The parcel is located in the northeast quarter of section 20 in Hallock Township. Access is proposed from W. Truitt Rd. There are 0 consents and 2 objections on file. The petition states that this height is required as the wireless facility must be located within a defined geographic area and at a necessary height so that this site can properly operate within the existing grid network of sites. This is the result of improved wireless technology and topography of the physical surroundings of the subject property. According to the site plan included in the petition, the tower will meet the horizontal separation distance of 255 feet, the height of the supporting structure, as required by section 20-7.1.1.3 of the Unified Development Ordinance. The County Highway Department has no objections. Prior to construction, the property owner needs to meet with County Highway staff for an access permit. All oversized or overweight construction loads to this construction site require an oversized or overweight access permit.

COUNTY BOARD GOALS:

ZBA RECOMMENDATION: Approval (5-0)
COMMITTEE ACTION: Approval (4-0) (Ms. Pastucha & Mr. Robinson absent.)
PREPARED BY: Taylor Armbruster, Planner I
DEPARTMENT: Planning & Zoning
DATE: February 14, 2020
**REPORT TO THE ZONING BOARD OF APPEALS FOR THE FEBRUARY 13, 2020 PUBLIC HEARING**

**DATE:** January 29, 2020

**CASE/PETITIONER:** 002-20-V Insite RE Inc. as agent for Lendlease Towers III, LLC / 1S660 Midwest Rd., Oakbrook Terrace, IL 60181 *(owner, Arrowhead Country Club, 19430 N. Centerville Rd., Edelstein, IL 61526)*

**LOCATION:** NE 1/4, Section 20, Hallock Twp. / 714 W. Truitt Rd., Edelstein, IL 61526
Parcel ID 04-20-200-001

**REQUEST:** A Variance request from Section 20-7.1.1.2 of the Unified Development Ordinance, which requires that the height of a telecommunication facility shall not exceed 200 feet, if located in a non-residential zoning district. The petitioner proposes to construct a telecommunications tower at a height of 255 feet in the “A-2” Agriculture Zoning District, resulting in a variance request of 55 feet.

**LOT SIZE:** 160 acres

**EXISTING ZONING:** “A-2” Agricultural

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

**EXISTING LAND USE:** Country Club with Golf Course

**SURROUNDING LAND USE:** North, South, East, and West: Agriculture

**CASE BACKGROUND:** The petitioner, *Insite RE Inc. as agent for Lendlease Towers III, LLC*, requests a variance from the required maximum height of 200 feet for a telecommunications carrier facility located in a non-residential zoning district. The petitioner proposes to construct a telecommunications tower with a height of 255 feet at the subject parcel. The petition states that this height is required as the wireless facility must be located within a defined geographic area and at a necessary height so that this site can properly operate within the existing grid network of sites. This is the result of improved wireless technology and topography of the physical surroundings of the subject property.

According to the site plan included in the petition, the tower will meet the horizontal separation distance of 255 feet, the height of the supporting structure, as required by section 20-7.1.1.3 of the Unified Development Ordinance. The County Highway Department has no objections. Prior to construction, the property owner needs to meet with County Highway staff for an access permit. All oversized or overweight construction loads to this construction site require an oversized or overweight access permit.

Respectfully submitted,

Taylor Armbruster
Planner I

Kathi Urban
Director
ZONING BOARD of APPEALS
FEBRUARY 13, 2020

InSitu RE Inc. as Agent for Lendlease Towers III, LLC
114 WEST TRUITT ROAD, EDELESTEIN

Peoria County
Roads
TOWNSHIPS
0 2 4 Miles

Future Land Use Form
MINUTES OF THE DELIBERATION OF THE
PEORIA COUNTY ZONING BOARD OF APPEALS

A meeting of the Peoria County Zoning Board of Appeals was held on Thursday, February 13, 2020, in Room 403 of the Peoria County Courthouse, 324 Main Street, Peoria, Illinois. The meeting was called to order by acting Chairperson Linda O’Brien at 9:00 a.m.

PRESENT: Linda O’Brien, Greg Happ, Greg Fletcher, Jim Bateman, Leonard Unes

ABSENT: Loren Bailliez, Andrew Keyt, John Harms, Justin Brown

STAFF: Kathi Urban – Director
Corbin Bogle – Planner I
Taylor Armbruster – Planner I
Ellen Hanks - ZBA Administrative Assistant

Case No. 002-20-V at 9:00 a.m. Hearing to be held in room 403, of the Peoria County Courthouse, Peoria, Illinois.

Petition of INSITE RE, INC. AS AGENT FOR LENDLEASE TOWERS III, LLC (Lendlease Towers III, LLC, A Corporation – Ron Bitner of 11111 Castlemain, Jacksonville, FL 32256, Yannis Macheras of 20 City Square, Boston, MA 02129, and Murray Woolcock of 200 Park Ave., New York, NY 10166 – all authorized signatories), acting on behalf of ARROWHEAD COUNTRY CLUB (owner), a VARIANCE request from Section 20-7.1.1.2 of the Unified Development Ordinance, which requires that the height of a telecommunication facility shall not exceed 200 feet, if located in a non-residential zoning district. The petitioner proposes to construct a telecommunications tower at a height of 255 feet in the "A-2" Agriculture Zoning District, resulting in a variance request of 55 feet.

FINDINGS OF FACT FOR TELECOMMUNICATIONS CARRIER FACILITIES VARIANCES

Section 20-3.9.4

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

1. Whether, but for the granting of a variance, the service that the telecommunication carrier seeks to enhance or provide with the proposed facility will be less available, impaired or diminished in quality, quantity, or scope of coverage;
   • Due to the nature of wireless technology, the purpose of the height variance is to bring improved wireless coverage to the community via a property operating wireless facility.

2. Whether the conditions upon which the application for the variance is based are unique in some respect or, if not, whether the strict application of the regulations would result in a hardship on the telecommunications carrier;
   • The hardship does not arise out of a personal situation, but rather out of the nature of the wireless industry and the need to locate its antennas at a specific height and place in order to meet its coverage standards. Such hardship is a result of the wireless technology and topography of the physical surroundings of the subject property, not anyone having an ownership interest in the property.

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3. Whether a substantial adverse effect on public safety will result from some aspect of the facility’s design or proposed construction, but only if that aspect of design or construction is modifiable by the applicant;
   • The height variance will not have a substantial adverse effect on public safety on the property or adjacent property. As stated, the entire proposed wireless antenna facility would be contained within the leased area. Further, the facility will be built to strict exacting construction standards and has 24/7 computer monitoring.

4. Whether there are benefits to be derived by the users of the services to be provided or enhanced by the facility and whether public safety and emergency response capabilities would benefit by the establishment of the facility; and
   • Improved wireless service in the community provides vital communications to residents and emergency personnel commonly will use the service for a wide variety of business, personal, “911” and other uses; thereby actively promoting the general public’s health, safety and welfare.

5. The extent to which the design of the proposed facility reflects compliance with the following:
   a. No building or tower that is part of a facility should encroach onto any recorded easement prohibiting the encroachment unless the grantees of the easement have given their approval.
      • No part of the Lendlease tower or facility will encroach onto any recorded easement prohibiting the encroachment unless the grantee of the easement has given their approval.
   b. Lighting should be installed for security and safety purposes only. Except with respect to lighting required by the FCC or FAA, all lighting should be shielded so that no glare extends substantially beyond the boundaries of a facility.
      • Lendlease will only install lighting for security and safety purposes and all lighting that is required by the FCC or FAA. All lighting will be properly shielded to avoid glare.
   c. No facility should encroach onto an existing septic field.
      • Lendlease will comply and not encroach onto any existing septic field.
   d. Any facility located in a special flood hazard area or wetland should meet the legal requirements for those lands.
      • The subject site is not located in a special flood hazard or wetland area.
   e. Existing trees more than 3 inches in diameter should be preserved if reasonably feasible during construction. If any tree more than 3 inches in diameter is removed during construction, a tree 3 inches in diameter of the same or a similar species shall be planted as a replacement if reasonably feasible. Tree diameter shall be measured at a point 3 feet above ground level.
      • Lendlease will comply.
   f. If any elevation of a facility faces an existing, adjoining residential use within a residential zoning district, low maintenance landscaping should be provided on or near the facility lot to provide at least partial screening of a facility. The quantity and type of that landscaping should be in accordance with Section 7-7, Table 7-3 except that paragraph (e) of this subsection (f) shall control over any tree-related regulations imposing a greater burden.
• Letter (f) is not applicable as this site is not in an existing or adjoining residential zoning district.

g. Fencing should be installed around a facility. The height and materials of the fencing should be in accordance with Section 7-5.
   • Lendlease will comply with all fencing requirements.

h. Any building that is part of a facility located adjacent to a residentially zoned lot should be designed with exterior materials and colors that are reasonably compatible with the residential character of the area.
   • This site is not in a residentially zoned area so letter (h) is not applicable.

A motion to approve the Findings of Fact was made by Mr. Happ and seconded by Mr. Bateman. Five affirmative votes; (5-0) A motion to approve the telecommunications variance was made by Mr. Bateman and seconded by Mr. Fletcher. A vote was taken and the motion was approved; (5-0)

Meeting adjourned 11:11 a.m.

Respectfully submitted,

Ellen Hanks
ZBA Administrative Assistant
TO THE HONORABLE COUNTY BOARD  

COUNTY OF PEORIA, ILLINOIS  

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

RE: Approval of Variance, Insite RE Inc., as agent for Lendlease Towers III, LLC

ORDINANCE

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

WHEREAS, said ordinance requires a variance for telecommunications towers that will exceed 200 feet in non-residential zoning districts; and

WHEREAS, the petitioner requested to erect a telecommunications tower with a height of 255 feet resulting in a variance request of 55 feet; and

WHEREAS, a hearing on said Variance was held before the Zoning Board of Appeals (ZBA) on February 13, 2020 in Case No. 002-20-V; a copy of the deliberation minutes of said hearing and a legal description of the subject property is attached; and

WHEREAS, the ZBA deliberated its decision on February 13, 2020 and voted to recommend approval of the Variance; a copy of the ZBA's findings of fact is attached;

WHEREAS, your Committee met on February 25, 2020 to consider the ZBA's recommendation and voted to approve the Variance; and

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

NOW THEREFORE BE IT ORDAINED, by the County Board of Peoria County, the variance requested in Case No. 002-20-V is hereby approved.

RESPECTFULLY SUBMITTED,
LAND USE COMMITTEE
AGENDA BRIEFING

COMMITTEE: Land Use
MEETING DATE: February 25, 2020
LINE ITEM: N/A
AMOUNT: N/A

ISSUE:
Zoning Case #008-20-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 petitioner proposes to divide an existing 11.44 acre parcel into two parcels of 5.28 acres and 6.16 acres in order to separate the residence from the agricultural use.

BACKGROUND/DISCUSSION:
This case is in District #18, which is County Board member Paul Rosenbohm’s district. The petitioners, the Estate of Doneita M. Werry and the Estate of Glenn A. Werry, Sr., request a special use to divide an existing 11.44 acre parcel into two parcels in order to settle the estates of the owners. The northern 5.28 acres will contain an existing dwelling. The southern 6.16 acres will consist of an existing horse barn, an existing machine shed, and pasture. The parcel is located at 3522 S. Downs School Rd. in the NW ¼ of section 29 of Trivoli Township. There are 0 consents and 0 objections on file. The subject parcel consists of a single-family dwelling, a horse barn, a machine shop, and pasture. The property and all adjacent parcels are zoned “A-1” Agricultural Preservation. Adjacent uses are cropland to the north, south, and east and residential and cropland to the west. The request will not affect the agricultural uses of the adjacent area. 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” district. The overall LESA score was 202.4 out of 300, which is a medium rating for agriculture protection. No portion of the subject parcel is currently in crop production. According to the petition, the subject parcel is served by private well and septic. If the request is approved, the existing septic and well will serve the northern property containing the dwelling. The Peoria County Health Department has indicated that at the time of review, no conditions were found that would cause the Department to recommend denial of the request. The subject parcel is located on the northeast corner of the intersection of S. Downs School Rd. and W. Smithville Rd. According to the 2017 IDOT traffic map, there is no traffic count information for these portions of S. Downs School Rd. and W. Smithville Rd. There should be no increase in traffic as a result of the split. No new access points off of S. Downs School Rd. and W. Smithville Rd. are proposed. The Peoria County Highway Department will defer to the Trivoli Township Road Commissioner, as Downs School Rd. and W. Smithville Rd. are maintained by the road district. At the time of this report, there is no comment from the Trivoli Township Road Commissioner. The Future Land Use Form Map in the Peoria County Comprehensive Land Use Plan designates this area as Agriculture Preservation with a small amount of Environmental Corridor on the southwest corner of the property. The land uses allowed in the Agriculture Preservation Land Use Form include Agriculture and Open Space. The Agriculture Preservation Land Use Form is characterized by agricultural uses, farmhouses and homesteads associated with agricultural uses, and agriculturally related businesses and focuses on preservation of the County's most productive agricultural land. The request is consistent with the Peoria County Comprehensive Land Use Plan Agriculture Preservation Principle of preserving prime agricultural land from development because no portion of the parcel is in crop production. The request is consistent with the Peoria County Rural Areas Growth Strategy of preserving the character of the “A-1” district by permitting low density residential living and maintaining rural levels of service. The proposed land split will not disrupt farming operations on adjacent sites.

COUNTY BOARD GOALS:
Healthy Vibrant Communities

STAFF RECOMMENDATION: Approval
ZBA RECOMMENDATION: Approval (5-0)
COMMITTEE ACTION: Approval (4-0) (Ms. Pastucha & Mr. Robinson absent.)

PREPARED BY: Corbin Bogle, Planner I
DEPARTMENT: Planning & Zoning
DATE: February 14, 2020
REPORT TO THE ZONING BOARD OF APPEALS FOR THE FEBRUARY 13, 2020 PUBLIC HEARING

DATE: February 4, 2020

CASE/PETITIONER: 008-20-U Estate of Doneita M. Werry & Estate of Glenn A. Werry Sr. / RR #1, Farmington, IL 61531

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 petitioner proposes to divide an existing 11.44 acre parcel into two parcels of 5.28 acres and 6.16 acres in order to separate the residence from the agricultural use.

LOCATION: NW 1/4, Section 29, Trivoli Township
3522 S. Downs School Rd., Trivoli, IL 61569 / A part of Parcel ID# 15-29-100-005

LAND USE FORM: Agriculture Preservation/Environmental Corridor

CURRENT ZONING: “A-1” Agricultural Preservation
PRESENT USE: Residential / Pasture

SIZE OF SITE: 11.44 acres

SURROUNDING ZONING: North, South, East, and West: “A-1” Agricultural Preservation

SURROUNDING LAND USES: North, South & East: Cropland
West: Cropland/Residential

PUBLIC SERVICES: Fire: Farmington Community FPD
Schools: Farmington Central CUSD #265
Water: Private Well
Sewer: Private Septic

TRANSPORTATION: S. Downs School Rd., township collector street
W. Smithville Rd., township collector street

PERTINENT ZONING CASES ON SITE: None

PERTINENT ZONING CASES IN SURROUNDING AREA: None

PLANNING AND ZONING DEPARTMENT RECOMMENDATION: APPROVAL
CASE ANALYSIS

REQUEST AND LOCATION: The petitioners, the Estate of Doneita M. Werry and the Estate of Glenn A. Werry Sr., request a special use in order to divide an existing 11.44 acre parcel into two parcels in order to settle the estates of the owners. The northern 5.28 acres will contain an existing dwelling. The southern 6.16 acres will consist of an existing horse barn, an existing machine shed, and pasture. The petitioner intends to sell both resulting parcels to third parties. The subject parcel is located at 3522 S. Downs School Rd. in the northwest quarter of Section 29 in Trivoli Township.

PERTINENT ZONING CASES ONSITE: None.

PERTINENT ZONING CASES IN SURROUNDING AREA: None.

SURROUNDING ZONING AND LAND USE: The subject parcel consists of a single-family dwelling, a horse barn, a machine shop, and pasture. The property and all adjacent parcels are zoned “A-1” Agricultural Preservation. The dwelling is accessed by an existing driveway off of Downs School Rd. The horse barn and machine shop are accessed from 2 separate existing driveways located off of W. Smithville Rd. Adjacent uses are cropland to the north, south and east and residential and cropland to the west. The existing 11.44 acre parcel will be split into a northern 5.28 acre property and a southern 6.16 acre property. The northern piece will contain the dwelling. The southern piece will contain the horse barn, machine shed, and pasture. No cropland will be taken out of production as a result of the split. The request will not affect the agricultural uses of the adjacent area.

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 petitioner proposes to split an 11.44 acre into 2 parcels with sizes of 5.28 and 6.16 acres. No portion of the subject parcel is currently in crop production. A LESA was conducted on the parcel. The site scored 82.8 out of 100 for agland evaluation and 119.6 out of 200 for the site assessment component. The overall LESA score was 202.4 out of 300, which is a medium rating for agricultural protection.

ENVIRONMENTAL IMPACTS: According to the petition, the property is served by an existing private septic system and an existing well. If the request is approved, the existing septic and well will serve the northern property containing the dwelling. With proper maintenance, the septic system should have little to no negative impacts on the surrounding environment. At the time of review, the Health Department found no conditions that would cause the Department to recommend denial of the request.

TRANSPORTATION IMPACTS: The subject parcel is located on the northeast corner of the intersection of S. Downs School Rd. and W. Smithville Rd., both of which are township collector roads. According to the 2017 IDOT traffic map there is no traffic count information for these portions of S. Downs School Rd. and W. Smithville Rd. There should be no increase in traffic as a result of the split. The existing dwelling, horse barn, and machine shed will remain. No new access points off of S. Downs School Rd. and W. Smithville Rd. are proposed. The Peoria County Highway Department will defer to the Trivoli Township Road Commissioner, as Downs School Rd. and W. Smithville Rd. are maintained by the road district. At the time of this report, there is no comment from the Trivoli 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 with a small amount of Environmental Corridor on the southwest corner of the property. The land uses allowed in the Agriculture Preservation Land Use Form include Agriculture and Open Space. The Agriculture Preservation Land Use Form is characterized by agricultural uses, farmhouses and homesteads associated with agricultural uses, and agriculturally related businesses and focuses on preservation of the County’s most productive agricultural land. The existing 11.44 acre parcel contains a dwelling, a horse barn, a machine shed, and pasture. The split will result in a northern parcel containing 5.28
acres and the dwelling and a southern parcel containing 6.16 acres, the horse barn, the machine shed, and the pasture. The property is not in crop production. No cropland will be taken out of production as a result of the split. The property received a medium LESA rating for agricultural protection. While not consistent with the Land Use Form Map, the request is consistent with the Peoria County Comprehensive Land Use Plan Agriculture Preservation Principle of preserving prime agricultural land from development. The request is consistent with the Peoria County Rural Areas Growth Strategy of preserving the character of the “A-1” district by permitting low density residential living and maintaining rural levels of service. The proposed land split will not disrupt farming operations on adjacent sites.

CONCLUSIONS

CONSISTENCY WITH ADOPTED COUNTY PLAN: The Peoria County Future Land Use Form map designates this area as Agriculture Preservation with a small amount of Environmental Corridor in the southwest corner of the property. Agriculture and Open Space are the allowed uses in the Agricultural Preservation Land Use Form. The subject parcel received a medium rating for agricultural protection. No cropland will be taken out of production. While not consistent with the Land Use Form Map, the request is consistent with the Peoria County Comprehensive Land Use Plan Agriculture Preservation Principle of preserving prime agricultural land from development. The request is consistent with the Peoria County Rural Areas Growth Strategy of preserving the character of the “A-1” district by permitting low density residential living and maintaining rural levels of service. The proposed land split will not disrupt farming operations on adjacent sites. The existing dwelling, horse barn, machine shed, and pasture should not disrupt farming operations on adjacent properties.

CONSISTENCY WITH COMMUNITY CHARACTER: The area surrounding the subject parcel consists of cropland and residential uses. The current parcel contains a dwelling, a horse barn, a machine shed, and pasture. No cropland will be taken out of production as a result of the split. The request will not affect the agricultural uses of the adjacent area.

MINIMIZING ADVERSE EFFECTS: The split of an existing 11.44 acre parcel should not adversely affect surrounding uses. There should be little to no change to the transportation system. The dwelling on the proposed northern parcel will be served by an existing driveway along S. Downs School Rd. The horse barn and machine shed will be served by existing driveways along W. Smithville Rd. No new access points are proposed.

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 applicant will be responsible to attain all required permits from the Peoria City/County Health Department and Peoria County Planning & Zoning Department.
RECOMMENDATION

Based on the above information, the Department recommends approval:

Respectfully submitted,

Corbin Bogle
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, February 13, 2020, in Room 403 of the Peoria County Courthouse, 324 Main Street, Peoria, Illinois. The meeting was called to order by acting Chairperson Linda O’Brien at 11:00 a.m.

PRESENT: Linda O’Brien, Greg Happ, Greg Fletcher, Jim Bateman, Leonard Unes

ABSENT: Loren Bailliez, Andrew Keyt, John Harms, Justin Brown

STAFF: Kathi Urban – Director
        Corbin Bogle – Planner I
        Taylor Armbruster – Planner I
        Ellen Hanks - ZBA Administrative Assistant

Case No. 008-20-U at 11:00 a.m. Hearing to be held in room 403, of the Peoria County Courthouse, Peoria, Illinois.

Petition of ESTATE OF DONEITA M. WERRY, DECEASED AND ESTATE OF GLENN A. WERRY, SR., DECEASED, 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 an existing 11.44 acre parcel into two parcels of 5.28 acres and 6.16 acres in order to separate the residence 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 applicant will comply with the purposes, goals, objectives and standards of the adopted county plan.

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:
   • All other residences in the immediate area of the property are single family residences on farms. The proposed Special Use will not take any land out of production.

3. That the design of the of the proposed use will minimize adverse effects, including visual impacts on adjacent properties, except for land splits in the A-2 District and individual mobile homes;
   • There will be no change in the uses of the property.
4. That the development has been reviewed and approved by the Illinois Department of Natural Resources with regard to the presence of endangered species, and archaeological and/or historical resources, if applicable; and
   • There are no known endangered species, archaeological, and/or historical resources on this property. There was not an IDNR report for these factors.

5. That the proposed use will comply with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the ordinances of the County.
   • The split will comply with all relevant standards.

A motion to approve the Findings of Fact was made by Mr. Bateman and seconded by Mr. Unes. Five affirmative votes; (5-0). A motion to approve the Special Use was made by Fletcher and seconded by Mr. Bateman. A vote was taken, and the motion was approved; (5-0)

Meeting adjourned 11:11 a.m.

Respectfully submitted,

Ellen Hanks
ZBA Administrative Assistant
TO THE HONORABLE COUNTY BOARD  
COUNTY OF PEORIA, ILLINOIS  

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

RE: Approval of Special Use, Petition of the Estate of Doneita M. Werry and the Estate of Glenn A. Werry, Sr.

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 District; and

WHEREAS, a hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on February 13, 2020 in Case No. 008-20-U; a copy of the deliberation minutes of said hearing and a legal description of the subject property are attached; and

WHEREAS, the ZBA deliberated its decision on February 13, 2020, 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 February 25, 2020 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. 008-20-U is hereby approved:

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

RESPECTFULLY SUBMITTED,
LAND USE COMMITTEE
AGENDA BRIEFING

COMMITTEE: Land Use  
MEETING DATE: February 25, 2020
LINE ITEM: N/A  
AMOUNT: N/A

ISSUE: Subdivision Waiver Case W03-20  
Petitioner(s): Paige Ziegler
Waiver Requests: Section 20-8.3.4.1.b.2.a (Public Water Waiver)
Property Location: SE 1/4, Sec. 25 in Hallock Township (04-25-400-014)
Zoning: “A-2” Agriculture
Land Use Form: Agriculture

BACKGROUND/DISCUSSION: This case is located in District #14, which is Brian Elsasser’s district. The petitioner, Paige Ziegler, seeks approval of a waiver from Section 20-8.3.4.1.b.2.a of the Unified Development Ordinance. This section requires a new minor subdivision to have public water supply.

The petitioner is proposing to serve a 1 lot subdivision with private well. The existing 36.955 acre tract consists of a house and two sheds. There is an existing well located on the property. The petitioner proposes to divide a 1.84 acre tract containing the structures and well in order to sell remaining tillable acreage. The petitioner has submitted a well report from a licensed well driller indicating the existing well has a production rate of 10 gallons per minute (gpm). The closest public water supply is approximately 0.62 miles to the east (City of Chillicothe). The property is in the SE ¼ of Section 25 in Hallock Township.

The Peoria City/County Health Department has no objections to the request for the water waiver.

COUNTY BOARD GOALS:

STAFF RECOMMENDATION: Approval
COMMITTEE ACTION: Approval (4-0) (Ms. Pastucha & Mr. Robinson absent.)

PREPARED BY: Andrew Braun, Assistant Director
DEPARTMENT: Planning & Zoning
DATE: February 10, 2020
PETITION FOR WAIVER FROM
UNIFIED DEVELOPMENT ORDINANCE SUBDIVISION COMPLIANCE

Applicant Name: Paige Ziegler  Phone: 309-696-3932
Address: 7902 S Scarcliff Rd
City: Glossford  State: IL  Zip: 61533

Owner's Name:  Phone: 309-696-3932
Address: Paige Ziegler - 7902 S Scarcliff Rd
City: Glossford  State: IL  Zip: 61533

Parcel Address: All O E Clove dale Rd-Chillicothe  Parcel Size: 1.84 Acres
Parcel ID #: 04-25-400-014  Land Use Form Designation: AGRICULTURE

Zoning: A-2

☐ Tract Survey ☑ Subdivision  Number of Lots to be created: 1

Ordonance Section(s) to be Waived: 20-8.3-4-1-629

1. Explanation of Request (include specific information): Lot will not be served by public water - an existing well is in place.

2. What Hardship exists that prevents you from meeting the Ordinance's minimum requirements? There is no public water.

3. What impact will the approval of your request have on the immediate area? None - All development in this area is served by private wells

I certify that statements made in this petition are true to the best of my knowledge, and that there are no restrictions, covenants or limitations which are filed of record in Peoria County, Illinois, which limit or effect the request that we are submitting.

Signature: [Signature]  Date: 12-12-19

FOR OFFICE USE ONLY

<table>
<thead>
<tr>
<th>ATTACHMENTS:</th>
<th>Site Plan:</th>
<th>Receipt No.</th>
<th>Fee Paid:</th>
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<tbody>
<tr>
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<td>20214</td>
<td>700.00</td>
</tr>
<tr>
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G:\SUBDIVISIONS\SUBDV. Forms\Waiver.2011.docx
Cordis Law Office
Attn: Ms Bosewell
129 N Walnut Ave
Princeville, IL 61559

December 2, 2019

Re: 4110 E Cloverdale Rd, Chillicothe, Illinois

The well for the property on 4110 E Cloverdale Rd, Chillicatbe, IL has been inspected and water sample tested by PDC Laboratories.

The well is constructed to present day Illinois Code. The pumping system has a submersible 3/4 hp well pump and pressure tank in basement. The well produces 10 gpm. The system was in working order on day of inspection.

Water sample tested by PDC Lab is satisfactory.

Sincerely,

[Signature]

Tim Schaub
Private Water Well

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<thead>
<tr>
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</tr>
<tr>
<td>sand &amp; gravel</td>
<td>104</td>
<td>121</td>
</tr>
</tbody>
</table>

**Total Depth**

Casing: 5" SDR 21 from -2' to 117'
Screen: 4' of 4.75" diameter .015 slot
Grout: BENZEAL EZ Mud from 0 to 111.

Water from sand & gravel at 117' to 121'.
Static level 80' below casing top which is 2' above GL
Pumping level 83' when pumping at 16 gpm for 1 hour

Owner Address: 4122 E. Cloverdale Chillicothe, IL
Address of well: 4202 E. Cloverdale Rd.
Location source: Location from permit

---

**Permit Date:** August 24, 1998  
**Permit #:** 143-W10

**COMPANY** Sauder, Steven E.  
**FARM** Schaufelberger, Walt

**DATE DRILLED** 540  
**ELEVATION** 540  
**LOCATION** SE 1/4 SE

**LATITUDE** 40.905208  
**LONGITUDE** -89.525625

**COUNTY** Peoria  
**API** 121432600600  
**25 - 11N - 8E**
OWNER'S CONSENT FORM

I (print property owner's name) ___________________________ understand that (print applicant name) ___________________________ is petitioning for a(n) (explain request) ___________________________ and waiver for water/public waterer requirements.

at (list address) ___________________________ City ___________________________ State ___________________________ Zip ___________________________

Parcel ID# ___________________________ 04-25-400-014

with the Peoria County Department of Planning and Zoning.

I hereby attest that I understand the request and consent to the filing of the petition by the applicant listed above.

Owner's Signature ___________________________ Date ___________________________

Subscribed and sworn to before me this ___________________________ day of ___________________________ , 20 ___________________________

Notary Public ___________________________
Date: January 27, 2020
To: Carey Panier
From: Andrew Braun
Re: February Unified Development Ordinance Waiver Request

Enclosed please find the waiver request for the February 2020 Land Use Committee meeting.

W03-20:
The petitioner, Paige Ziegler, seeks approval of a waiver from Section 20-8.3.4.1.b.2.a of the Unified Development Ordinance. This section requires a new minor subdivision to have public water supply.

The petitioner is proposing to serve a 1-lot subdivision with private well. The existing 36.955 acre tract consists of a single family dwelling and a barn. There is an existing well located on the property. The petitioner proposes to divide a 1.84 acre tract containing the structures and well in order to sell the remaining tillable acreage. The petitioner has submitted a well report from a licensed well driller indicating the existing well has a production rate of 10 gallons per minute (gpm). The closest public water supply is approximately 0.62 miles to the east (City of Chillicothe). The property is located in the SE ¼ of Section 25 in Hallock Township (04-25-400-014).

The Land Use Committee meeting is tentatively scheduled for Tuesday, February 25, 2020. I would greatly appreciate any comments regarding this waiver request no later than Friday, February 14, 2020, so that my report to the Land Use Committee includes your comments. If I do not receive any comments by the 14th, I will assume you have no comment, and as such will be reflected in my report.
February 3, 2020

Kathi Urban
Planning and Zoning
Peoria County Courthouse
Rm 301
324 Main St.
Peoria, IL 61602

RE: CASE #W03-20

Dear Ms. Urban:

A review was made of the above referenced case on February 3, 2020. This Department has no objections to the Petitioner's request for a waiver to Section 20-8.3.4.1b.2a of the Unified Development Ordinance. Based on the information provided, it appears as if an acceptable volume of water can be provided by private water well.

Please be advised that all applications for additional permits and licenses must be individually evaluated to determine compliance with our program standards.

If there are any questions concerning this matter, you may contact me at 309/679-6171.

Sincerely,

[Signature]

Carey A. Banier, BS, LEHP, REHS/RS
Director of Environmental Health

Cc: Kathi Urban, Peoria County Planning and Zoning
    Andrew Braun, Peoria County Planning and Zoning
February 10, 2020

Paige Ziegler
7900 S. Scarecrow Rd.
Glasford, IL 61533

RE: February 25, 2020
Land Use Committee meeting

Dear Applicant,

For your information I have enclosed a copy of a report that pertains to your subdivision public water waiver request. This office prepared the report and recommendation for the Land Use Committee. The Land Use Committee of the Peoria County Board will entertain your request for a waiver from strict compliance with the Peoria County Unified Development ordinance.

Please be aware that the Land Use Committee meeting will be held on Tuesday, February 25, 2020 at 4:00 p.m. in Room 402 in the Peoria County Courthouse. This case is scheduled to go to the County Board (Room 403) on March 12, 2020 at 6:00 p.m. for final approval. Please know that you are not required to be present at either meeting but are welcome to come if you are able.

If you find that you have any questions, do not hesitate to contact me.

Sincerely,

Andrew Braun
Assistant Director
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

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

RE: Modification of subdivision regulations for Paige Ziegler for a subdivision of part of the SE 1/4 of Section 25, Hallock Township, Peoria County, Illinois

RESOLUTION

WHEREAS, the County of Peoria has adopted a Unified Development Ordinance which regulates the subdivision of land and which is found in Chapter 20 of the Peoria County Code; and

WHEREAS, Section 20-8.3.4.1.b.2.a of the Unified Development Ordinance allows for modification of the regulations within the Ordinance; and

WHEREAS, this Committee has determined that Paige Ziegler will incur an extraordinary hardship if required to comply with Section 20-8.3.4.1.b.2.a; and

WHEREAS, this Committee has determined that waiving compliance with Section 20-8.3.4.1.b.2.a will not nullify the purpose of the comprehensive plan or the Unified Development Ordinance; and

WHEREAS, your Land Use Committee would recommend waiving compliance with Section 20-8.3.4.1.b.2.a which requires that all new minor subdivisions have a public water supply.

NOW THEREFORE BE IT RESOLVED, by the Peoria County Board, that waiver of compliance with Section 20-8.3.4.1.b.2.a is approved.

NOTICE: Approval of this waiver 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
BACKGROUND/DISCUSSION:

The objective of the agreement is for the Highway Department to maintain the County's Pavement Management Program through a partnership with Bradley University's Civil Engineering Department.

The Pavement Management Program was created with the assistance of Bradley University in 2008-2009. During that time, the entire County road network was inventoried and evaluated. Due to the wear and tear the roads receive, as well as the preventative maintenance methods that have been applied, it is necessary to periodically update the pavement conditions in the program. This contract will update one half of the County road network. Additionally, work under the agreement will measure the International Roughness Index (IRI) of the County Highways being studied. IRI is a commonly used measure of road surface damage and will be compared to the Pavement Condition Index of each road.

A Pavement Management Program has been defined as “a set of tools or methods that assist decision-makers in finding optimum strategies for providing, evaluating and maintaining pavements in a serviceable condition over a period of time”. The benefits of a Pavement Management Program are substantial and can help an agency “employ more cost-effective treatment strategies, allocate funds to the pavement sections that will give the best performance for the funds allocated, and improve the quality of the agency pavement network”. Specifically, the implementation of a Pavement Management Program provides a systematic procedure to search, organize, and save pavement information and allows agencies to understand the consequences of deferred maintenance. In addition, a Pavement Management Program seeks to minimize costs of individual projects, use available resources more efficiently, and support agency decision-making.

Data received from previous surveys are used to prioritize the annual seal coating program on Peoria County Highways. Additionally, this information is used each year to populate the Highway Department's report for the International City / County Management Association. The data has also been used for the financial analysis of the County's infrastructure.

In summary, this partnership with Bradley will obtain field data of the County roadway system, update the system database, and assist in pavement management related decisions.

COUNTY BOARD GOALS:

- Infrastructure Stewardship

STAFF RECOMMENDATION: Approve the Cooperative Research Agreement with Bradley University

COMMITTEE ACTION:

Approved (4-0 votes) Ms. Blair abstained; Ms. Pastucha and Mr. Robinson absent

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: February 13, 2020
COOPERATIVE RESEARCH AGREEMENT
BETWEEN
BRADLEY UNIVERSITY
AND
PEORIA COUNTY

This AGREEMENT ("AGREEMENT") dated as of ___________________________ (the "Effective Date"), is between Peoria County ("DEPARTMENT") having offices at 6915 West Plank Road, Peoria Illinois, 61604-5246 and Bradley University ("UNIVERSITY") having offices at 1501 West Bradley Avenue, Peoria, Illinois 61625, and sets forth the terms and conditions on which the UNIVERSITY will conduct research Agreements funded by DEPARTMENT and is in force upon the date of signature. The term UNIVERSITY includes the UNIVERSITY and all its satellite campuses.

No commitment is made by DEPARTMENT to contract and pay for research or other services, or for the UNIVERSITY to conduct research or provide other services, other than the work specified in this AGREEMENT, by the execution of this AGREEMENT alone. Commitments for research Agreements or other services can be made only by the issuance of specified research AGREEMENT by DEPARTMENT.

This Contract sets forth the terms for the performance and administration of work as appended.

Exhibit A - Statement of Work
Exhibit B - AGREEMENT Budget

1. TERMS OF AGREEMENT
1.1 EXECUTION AND MODIFICATION:
1.1.1 Term: This AGREEMENT shall become effective upon signature by duly authorized representatives of the DEPARTMENT and the UNIVERSITY.
1.1.2 Modification: Modifications to this AGREEMENT including the Statement of Work (Exhibit A) and/or the Budget (Exhibit B) shall occur only by written AGREEMENT of the authorized representatives of the DEPARTMENT and the UNIVERSITY.
1.1.3 Termination: Notwithstanding anything to the contrary here, DEPARTMENT may terminate, with or without cause, all or part of the services under the AGREEMENT by giving at least thirty (30) days' prior written notice to the UNIVERSITY, which notice shall specify the services to be terminated and the effective date of the termination.

1.2 PERIOD OF PERFORMANCE: The period of performance of this AGREEMENT shall begin on the date in which the last party signs the contract and conclude 12 months later unless an extension is agreed in writing by authorized representatives of the DEPARTMENT and the UNIVERSITY.

1.3 SCOPE OF WORK: The scope of work as specified in Exhibit A expresses fully that work which is to be accomplished under the terms of this AGREEMENT.

1.4 REPORTS: The Principal Investigator/Project Director shall be available by telephone or in person, to discuss the progress and results of an Agreement, as well as ongoing plans or proposed changes.

1.5 ESTIMATED PROJECT COST:

The DEPARTMENT shall reimburse the UNIVERSITY for all costs related to the Scope of Work described in Exhibit A in an amount not to exceed Thirty-Seven Thousand Ninety-Three Dollars ($37,093.00).

1.5.1 In the event DEPARTMENT terminates all or part of this AGREEMENT, DEPARTMENT shall pay the UNIVERSITY compensation pursuant to AGREEMENT for the actual costs and non-cancelable obligations incurred by the UNIVERSITY for all services completed by the termination date, provided that DEPARTMENT did not terminate all or part of the AGREEMENT because of the UNIVERSITY'S breach of this AGREEMENT.
1.5.2 Payment: Two (2) copies of all invoices shall be submitted monthly. These shall detail all charges current to the date of the invoice and all current charges. Invoices shall be sent to

County Engineer
Peoria County Highway Department
6915 West Plank Road
Peoria, IL 61604-5246

1.5.2.1 Each invoice shall include a unique identifying number
1.5.2.2 The Final invoice shall be marked clearly as FINAL
1.5.2.3 Payments under this contract shall be governed by the "Local Government Prompt Payment Act" 50 ILCS 550/1 et seq.

1.5.3 Allowable Costs:

1.5.3.1 The UNIVERSITY'S usual policies governing salaries and wages and fringe benefits shall apply to all UNIVERSITY employees working under the terms of this AGREEMENT.
1.5.3.2 The UNIVERSITY'S standard policy on travel and travel reimbursement shall apply to all costs for travel and transportation directly related to and charged to this AGREEMENT

1.5.4 The UNIVERSITY'S budget as attached hereto as Exhibit B is only an estimate of direct and indirect costs required to complete the Scope of Work defined in Exhibit A and there may be need to depart from line item estimations within this budget to cover as yet unanticipated requirements to fulfill the Scope of Work. However, the total amount to be paid under this AGREEMENT shall not exceed Thirty-Seven Thousand Ninety-Three Dollars ($37,093.00).

1.5.4.1 The UNIVERSITY is hereby authorized to reallocate budget funds that do not require prior approval in accordance with the DEPARTMENT'S policies.
1.5.4.2 Reallocation of line item budget funds requiring prior approval in accordance with the DEPARTMENT’S policies must have prior written approval of the UNIVERSITY'S designated official prior to submitting the request to the DEPARTMENT.

1.5.5 Contract-related Income:

1.5.5.1 The UNIVERSITY shall maintain such records as may be necessary to comply with the requirements of this provision
1.5.5.2 Any Contract-related Income generated under the terms of this AGREEMENT shall be used to reduce expenditures chargeable to the AGREEMENT

1.5.6 Accounts, Audits and Records:

1.5.6.1 The UNIVERSITY shall use standard accounting procedures and practices in the execution of this AGREEMENT
1.5.6.2 The UNIVERSITY shall maintain all records, documents and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature it claims to have been incurred for the performance of this AGREEMENT. The foregoing constitutes "records" for the purpose of this AGREEMENT
1.5.6.3 Audit. The UNIVERSITY grants to DEPARTMENT reasonable access to all pertinent ledgers, payroll data, books, records, correspondence, written instructions, drawings, receipts, vouchers, and other documents for audit purposes. The UNIVERSITY must segregate such documents and records in such a manner as to facilitate a complete audit and agrees that the audit may be
used as a basis for settlement of any charges. DEPARTMENT or its agents shall have the right, upon reasonable notice, to audit the UNIVERSITY’S documents and records during the UNIVERSITY’S normal business hours. Such documents and records shall be retained for two (2) years after the payment of the applicable invoice.

1.6 PRINCIPAL INVESTIGATOR/PROJECT DIRECTOR:

1.6.1 The Principal Investigator/Project Director for this AGREEMENT shall be

Dr. Kerrie Schattler, Professor
Department of Civil Engineering and Construction
Bradley University
1501 West Bradley Avenue
Peoria, IL 61625

1.6.2 The Principal Investigator/Project Director or her designee shall be responsible for the technical, scientific and programmatic aspects of the scope of work defined in Exhibit A.

1.7 INDEMNITY

1.7.1 The UNIVERSITY will save, indemnify, defend and hold harmless the DEPARTMENT, its agents, directors, and employees from any and all liability that may arise as a result of the negligent actions and/or omissions of the UNIVERSITY, its agents, and employees under performance of this AGREEMENT

1.7.2 The DEPARTMENT will save, indemnify, defend and hold harmless the UNIVERSITY, its agents and employees from any and all liability that may arise as a result of the negligent actions or omissions of the DEPARTMENT, its agents and employees under performance of this AGREEMENT, to the extent allowed under Illinois Law.

1.8 NON DISCRIMINATION

1.8.1 The UNIVERSITY shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, marital status, sexual orientation, ancestry, place of birth, status as a disabled veteran or Vietnam Era veteran or because of handicap, except where a bona fide occupational qualification exists.

UNIVERSITY will take affirmative action to comply with the provisions of Section 6.5-51 of the Peoria County Purchasing Ordinance as appended in Exhibit C.

UNIVERSITY will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and prospective job applicants.

UNIVERSITY agrees that the provisions of Section 6.5-51 of the Peoria County Purchasing Ordinance are hereby incorporated into this Agreement by reference, as if they were set out verbatim. UNIVERSITY further agrees that the provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) as hereinafter amended, are hereby incorporated into this Agreement by reference and made a part hereof.

In addition to remedies and notwithstanding any other remedies the parties may have under this Agreement or at law, the DEPARTMENT may recover from UNIVERSITY by set-off against the unpaid portion of the contract price the sum of Five Hundred Dollars ($500.00) per day as liquidated damages and not as a penalty, for each day that
UNIVERSITY fails to comply with the affirmative action provisions of this Agreement as determined by the Director and the Peoria County Affirmative Action Committee. This said sum being fixed and agreed upon by and between the DEPARTMENT and UNIVERSITY because of the impracticability and extreme difficulty of affixing and ascertaining the actual damages which the DEPARTMENT would sustain in the event of such a breach of contract and said amount is agreed to be the amount of damages which the DEPARTMENT would sustain.

1.8.2 The UNIVERSITY shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

1.8.3 In the event of the UNIVERSITY'S noncompliance with this Provision, this contract may be cancelled, terminated, or suspended in whole or in part as deemed appropriate by the DEPARTMENT.

1.9 INTELLECTUAL PROPERTY RIGHTS

1.9.1 DEPARTMENT INVENTIONS Rights to any invention, improvement, discovery, or work of authorship, whether or not patentable or copyrightable, which relates to this AGREEMENT and which was made solely by employees of DEPARTMENT without the use of the UNIVERSITY facilities, shall belong to DEPARTMENT ("DEPARTMENT INVENTIONS"). DEPARTMENT INVENTIONS shall not be subject to the terms and conditions of this Agreement.

1.9.2 UNIVERSITY INVENTIONS. Rights to any invention, improvement, discovery, or work of authorship, whether or not patentable, copyrightable, or held as a trade secret (other than those considered to be "Scholarly Works" or "Works for Hire") which relates to this AGREEMENT and which was made solely by employees and/or agents of the UNIVERSITY shall belong to the UNIVERSITY (UNIVERSITY INVENTIONS). "Scholarly Works" are defined as materials produced by Bradley University faculty members as part of their usual teaching, service, and research activities, in tangible or electronic form, such as textbooks and other curricular materials, reference works, journal articles, novels, music, and photographs, which do not result directly as a specified deliverable from Agreements funded in whole or in part by the UNIVERSITY or under a sponsored activity agreement. Works for Hire are defined as per 17 USC § 101: definitions "work for hire" and apply to databases created under the scope of the Statement of Work appended as Exhibit A.

1.9.3 If the DEPARTMENT requests the UNIVERSITY to patent a UNIVERSITY INVENTION, the UNIVERSITY will do so, and DEPARTMENT will pay for, or reimburse the UNIVERSITY for, reasonable out-of-pocket costs associated with the filing, prosecution, and maintenance of the patent application associated with protecting a UNIVERSITY Invention. In consideration of DEPARTMENT'S sponsorship and payment of monies due, the UNIVERSITY hereby grants to DEPARTMENT, an irrevocable, worldwide, non-exclusive, paid-up license and right to make, have made, reproduce, use, have used, sell, offer to sell, and import all UNIVERSITY INVENTIONS directly resulting from work associated with this AGREEMENT without additional royalty or payment within DEPARTMENT'S Field of Use. The license does not include the right to sublicense a UNIVERSITY INVENTION to unaffiliated third parties without the UNIVERSITY'S consent.

1.9.4 JOINT INVENTIONS. Rights to any invention, improvement, discovery, or work of authorship, whether or not patentable or copyrightable, which relates to the Research Agreement and which was made jointly by one or more DEPARTMENT employees and one or more employees and/or agents of the UNIVERSITY or which are made solely by employees of DEPARTMENT utilizing UNIVERSITY facilities, shall belong to
DEPARTMENT, and the UNIVERSITY jointly (JOINT INVENTIONS) DEPARTMENT or UNIVERSITY can freely practice the claims of any resulting patent within its Field of Use without consultation with or accounting to the other owner. Before either party negotiates a license with a third party, in such a patent, however, the parties shall confer to determine whether their mutual cooperation in such licensing effort is desirable.

1.9.5 EXCLUSIVE LICENSE. The UNIVERSITY grants DEPARTMENT the first option to negotiate in good faith for an exclusive royalty-bearing license to make, have made, reproduce, use, have used, sell, offer to sell, and import any UNIVERSITY INVENTION and any JOINT INVENTION made in the course of work under this Agreement. Once a patent application filed by the UNIVERSITY is published under U.S. Patent Code and becomes public information, DEPARTMENT’S option to negotiate for an exclusive license shall extend for a period of one hundred eighty (180) days from the date DEPARTMENT receives notification of the publication. If the UNIVERSITY and DEPARTMENT are unable to negotiate agreeable terms, the UNIVERSITY will, thereafter, enter into an exclusive license with anyone else under terms which are more favorable than those offered to DEPARTMENT without first offering DEPARTMENT’S designee, DEPARTMENT the opportunity to obtain the exclusive license under such terms. In the event DEPARTMENT obtains an exclusive license to practice the claims of the JOINT INVENTION, the UNIVERSITY retains a non-exclusive, royalty free right to practice the claims of the Joint Invention for research and teaching.

1.9.6. INFRINGEMENT The University represents that to the best of its knowledge, Department’s stated use of the Deliverables will not violate or infringe any intellectual property rights of a third party, including patent, copyright, trademark, and mask work, or constitute misappropriation of a trade secret. The UNIVERSITY will promptly notify Department, in writing, if it has reason to believe that any allegation of violation, infringement, misuse, or misappropriation will result from Department’s stated use of the Deliverables.

2.0 CONFIDENTIALITY

2.1 The UNIVERSITY agrees not to use or disclose DEPARTMENT Information (as defined below) to any employee or agent or to any third party unless (i) the employee, agent, or third party has a need to know DEPARTMENT Information in order for the UNIVERSITY to perform its obligations under this Agreement or any Purchase Order, and (ii) the employee, agent, or third party is bound by UNIVERSITY policies requiring nondisclosure and/or has executed and delivered to the UNIVERSITY an agreement similar to this paragraph restricting his, her, or its use and disclosure of DEPARTMENT INFORMATION. DEPARTMENT INFORMATION includes documents, books, manuals, computer reports, software, data files, or information furnished by DEPARTMENT and designated proprietary by DEPARTMENT in writing, as well as those aspects of a Research Agreement agreed to by the parties to be confidential to DEPARTMENT. The obligations set forth in this paragraph shall remain in effect for a period of two (2) years after the end of a Research Agreement and shall apply only to DEPARTMENT INFORMATION that is not in the public domain, is not already known by the UNIVERSITY has not been independently developed or furnished to the UNIVERSITY, or is not required to be disclosed pursuant to law or court order. DEPARTMENT INFORMATION shall be clearly marked and identified on each document provided to the UNIVERSITY.

2.2 DEPARTMENT: DEPARTMENT agrees not to use or disclose UNIVERSITY INFORMATION (as defined below) to any employee or agent or to any third party. UNIVERSITY INFORMATION includes documents, books, manuals, computer reports, software, data files, or information designated proprietary by UNIVERSITY in writing, as well as those...
aspects of a Research Agreement agreed to by the parties to be confidential to UNIVERSITY. The obligations set forth in this paragraph shall remain in effect for a period of two (2) years after the end of a Research Agreement and shall apply only to UNIVERSITY Information that is not in the public domain, is not already known by DEPARTMENT, has not been independently developed or furnished to the DEPARTMENT, or is not required to be disclosed pursuant to law or court order. Aspects of the Research Agreement identified as UNIVERSITY INFORMATION in the Research Agreement may be used by the DEPARTMENT for its own internal research purposes, subject to these confidentiality provisions. "University" information shall be clearly marked and identified on each document provided to DEPARTMENT as Confidential or Proprietary.

3.0. PUBLICATIONS

DEPARTMENT recognizes that under UNIVERSITY'S policy, the results of a Research Agreement must be publishable and agrees that researchers engaged in a Research Agreement shall be permitted to present the methods and results of that Research Agreement at symposia or at national or regional professional meetings and to publish them in journals, theses, dissertations, or otherwise at the option of the researchers; provided, however, that DEPARTMENT will have been given a copy of any proposed publication at least sixty (60) days in advance of submission to a publication. Where practical, materials for proposed presentations must be submitted to DEPARTMENT sufficiently in advance of the scheduled or proposed presentation to allow DEPARTMENT a reasonable opportunity to review those materials for patentable subject matter in need of protection or for the inadvertent disclosure of DEPARTMENT INFORMATION. During the review period, DEPARTMENT may object to the proposed presentation or publication either because there is patentable subject matter that needs protection or because there is an inadvertent disclosure of DEPARTMENT INFORMATION. If DEPARTMENT objects due to the potential for patentable subject matter, the UNIVERSITY agrees to delay publication for an additional period to allow filing for protection of the invention; however, this period may not exceed one hundred-twenty days (120) unless negotiated between DEPARTMENT and the UNIVERSITY. If DEPARTMENT objects to publication due to an inadvertent disclosure of DEPARTMENT INFORMATION the UNIVERSITY agrees to remove the DEPARTMENT INFORMATION. The UNIVERSITY hereby grants to DEPARTMENT the right, without further consideration, to duplicate, publish, or reprint any report produced by the UNIVERSITY but only for the internal use of DEPARTMENT, or as required by the Illinois Freedom of Information Act, as determined by the DEPARTMENT.

4.0 GENERAL

4.2 BAILED PROPERTY.
Unless otherwise agreed in the Research Agreement Specification, all supplies, materials, equipment or other items and that DEPARTMENT furnished, either directly or indirectly, to the UNIVERSITY to perform any Research Agreement are and shall remain the property of DEPARTMENT. The UNIVERSITY shall bear the risks of loss and damage to DEPARTMENT'S property.

4.3 ADVERTISING.
Except with respect to internal business communications, communications with governmental agencies, or communications required by law, the UNIVERSITY and "Department" shall not use each other’s names or trademarks in publicity or advertising without first receiving written consent from the other.
4.4 **FORCE MAJEURE.**

Any delay or failure of either party to perform its obligations shall be excused if, and to the extent, caused by an event or occurrence beyond the reasonable control of that party and without its fault or negligence, such as acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order.

4.5 **GOVERNMENTAL COMPLIANCE.**

DEPARTMENT and the UNIVERSITY agree to comply with all federal, state and local laws, executive orders, rules, regulations, and ordinances that may be applicable to the party’s performance of its obligations under this Agreement.

4.6 **NO IMPLIED WAIVER.**

The failure of either party at any time to require the performance of any provision of this Agreement or any Purchase Order issued under this Agreement shall in no way affect its right to require the performance at any time thereafter. Nor shall the waiver by either party of any provision constitute a waiver of any succeeding breach of the same or any other provision.

4.7 **NON-ASSIGNMENT.**

Neither party may assign or delegate its obligations under this Agreement without the other party’s prior written consent.

4.8 **RELATIONSHIP OF PARTIES.**

The UNIVERSITY and DEPARTMENT are independent contracting parties, and nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever. This Agreement does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees, students or agents of the DEPARTMENT are not now nor shall they be deemed to be employees of the DEPARTMENT and the employees of the DEPARTMENT are not now nor shall they be deemed to be employees of the UNIVERSITY.

4.9 **SEVERABILITY.**

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, that term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, executive order, or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

4.10 **INTEGRATION:**

This Agreement, together with any attachments, exhibits, or supplements specifically referenced in it, constitutes the final and entire agreement between the UNIVERSITY and DEPARTMENT with respect to its subject matter and supersedes all prior or contemporaneous, oral or written representations and agreements. Any modification, alteration, or amendment to this Agreement must be in writing and signed by both parties.

4.11 **STATE OF GOVERNING LAW**

The validity and interpretation of this AGREEMENT, the legal relations of the parties to it, and the settlement of all disputes arising therefrom shall be governed by laws of the State of Illinois.
4.12 TERMINATION FOR LACK OF FUNDING
The DEPARTMENT'S payment of funds for purposes of executing this agreement is subject to and conditioned upon the availability of funds for such purposes. The DEPARTMENT may terminate this AGREEMENT upon written notice to the UNIVERSITY at any time prior to the termination of this AGREEMENT if, in the sole discretion of the DEPARTMENT, funding becomes unavailable for this AGREEMENT or such funds are restricted. The UNIVERSITY shall be reimbursed for obligations which cannot be cancelled properly incurred prior to the date of notice of the termination

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be effective as of ____________ with signatory approval of their duly authorized representatives.

PEORIA COUNTY

By:
Scott Sorrel
County Administrator

Date: __________________________

Attest:
R. Steve Sonnemaker
Peoria County Clerk

Date: __________________________

BRADLEY UNIVERSITY

By: Pratima Gandhi
Controller

Date: 2-12-20

Attest: Kerrie L. Schatter
Professor, Civil Engr. & Construction

Date: 2/10/2020
EXHIBIT A – Statement of Work
PROPOSAL FOR:

MAINTENANCE OF PEORIA COUNTY’S
PAVEMENT MANAGEMENT SYSTEM:
SUMMER 2020 DATA COLLECTION

OPTION 2 – INCLUDES IRI DATA MEASURED WITH CELL PHONE APP

Submitted to: Peoria County Highway Department
6915 West Plank Road
Peoria, IL 61604-5246

Prepared by: Bradley University
Department of Civil Engineering and Construction
1501 W. Bradley Avenue
Peoria, IL 61625

Contact Person: Kerrie Schattler, Ph.D. – Principal Investigator
Professor, Civil Engineering and Construction
Bradley University
Tel: 309/677-2779
Fax: 309/677-2867
Email: kschattler@bradley.edu

Date: February 10, 2020
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1.0 Introduction

1.1 Overview and Benefits of Pavement Management Systems
Pavement management systems (PMS) provide a systematic, objective and consistent procedure to evaluate existing and future pavement condition. They are used by agencies to assist in identifying cost-effective strategies for preserving their pavements and determining funding needs to achieve desired levels of service. Various analysis scenarios are efficiently managed through the use of computerized PMS such as PAVER, which rely on the critical input of pavement inventory and condition/distress information stored in their databases. Using current distress data collected from routine condition surveys, pavement analyses can then be performed based on pavement deterioration models, treatment rules, and cost models. An agency can use its pavement management system to evaluate various pavement rehabilitation, maintenance, and preservation strategies and estimate the impact of those strategies on the future condition of the pavement network for various budget levels.

The benefits of pavement management systems have long been documented, many of which include (1):

- More efficient use of available resources
- Ability to adjust and secure more funding for pavement maintenance and rehabilitation
- More accurate and accessible information on road systems
- Quantified condition of network
- Ability to track the performance of selected treatments
- Supportable needs analysis
- Ability to show impact of funding decisions
- Selection of more effective maintenance and rehabilitation strategies
- Improved communication between different groups working with pavements in the organization and with the public
- Ability to answer pavement questions from management, elected officials and the public
- Better coordination of work with utility agencies
- Improved credibility when dealing with management, elected officials and the public
- A sense of satisfaction knowing that the agency is doing the best possible job with available funds

The Peoria County Highway Department (PCHD) realized the benefits of PMS in maintaining county roads and partnered with faculty and students from Bradley University (BU) to develop and implement the initial PMS system. The PCHD’s fully functional PMS was delivered in 2008 and included populated databases of pavement inventory, condition/distress data, extensive photologs and analysis capabilities in PAVER (formerly known as MicroPAVER). Since then, the County has continued to maintain and update the pavement management system and had contracted the BU Project Team each year from 2011 to 2019 to collect and enter updated pavement distress data on half of the County’s road system per year. In order to sustain the County’s PMS and benefits of the system, it is critical that pavement condition/distress data be routinely collected and updated in databases. This will allow the PCHD to make continued decisions regarding pavement needs as well as to improve the analysis and prediction capabilities of the PMS history.

1.2 Objectives and Scope
The objective of this proposed project is to update the Peoria County Highway Department’s pavement management system by surveying the condition of the roads and populating the PMS databases in PAVER 7.0. The activities proposed to meet this objective are as follows:

- Obtain any details from the County on pavement maintenance activities conducted since the roads were surveyed in 2019.
- Collect and quantify the pavement condition data for half of the County’s roads including the asphalt-surfaced and jointed concrete roads via detailed walking surveys for the same sample of inspection units previously surveyed.
- Update the PMS databases in PAVER and deliver the updated system to the PCHD.
- Provide support and training to the PCHD staff on the PMS as needed.
2.0 Work Plan

Task 1: Host a project kick-off meeting

Upon successful award of the project, the BU Project Team can schedule a kick-off meeting with the Peoria County Highway Department engineers, as needed. The purpose would be to review the project scope, discuss the proposed work plan, obtain road and/or pavement related data, as needed, schedule the Flagger Safety training for the pavement inspectors and obtain safety equipment needed to conduct the surveys.

The BU Project Team will follow-up with County staff to obtain maintenance activity and treatment data, as available.

Task 2: Collect pavement condition data via detailed walking surveys

Prior to collecting field data on Peoria County roads, the inspectors must attend the Flagger Safety Training course and obtain certification in order to safely conduct pavement inspections on the County’s roads. It is expected the PMS inspectors will receive training during the first week of June 2020 at the PCHD’s office, during the County’s scheduled safety training program.

Trained two-person teams will be assigned to inspect the County road segments for quantification of pavement distresses according to the Pavement Condition Index (PCI) rating for the following townships and pavement types for the 2020/2021 project year:

1. Akron Township (Asphalt Concrete pavement)
2. Chillicothe Township (Asphalt Concrete pavement)
3. Elmwood Township (Asphalt Concrete pavement)
4. Hallock Township (Asphalt Concrete pavement)
5. Medina Township (Asphalt Concrete and Portland Cement Concrete pavements)
6. Millbrook Township (Asphalt Concrete pavement)
7. Peoria Township (Asphalt Concrete pavement)
8. Princeville Township (Asphalt Concrete pavement)
9. Richwoods Township (Asphalt Concrete and Portland Cement Concrete pavements)
10. Rosefield Township (Asphalt Concrete pavement)
11. Timber Township (Asphalt Concrete pavement)
12. Limestone Township (Portland Cement Concrete pavement only)
13. Kickapoo Township (Portland Cement Concrete pavement only)

Before the inspectors leave for the field, they will be instructed to obtain the segmentation sheet (a sample is shown in Figure 1), review the location of the segments assigned and obtain additional directions/maps if necessary, make copies of the data collection form(s) needed for the assigned road, and load the safety and measuring equipment into their vehicles.

In addition to following the specific flagging instruction, one member of the two-person team will be instructed to focus on traffic to ensure safety of the team by adhering to the following precautions:

- Be aware of your surroundings; listen and watch for approaching vehicles
- When an approaching vehicle is detected, make sure you and the inspector move to the shoulder
- ALWAYS wear your safety vest
- Set-up the cones and warning signs to provide advance warning to motorists
- Position the work vehicle in a manner to protect the survey team - upstream of the inspection area to serve as a buffer
Road: Rohmann Avenue
From: Swords Avenue
To: Ashland Avenue
Lanes: 2
Length: 0.24 Miles (1,267 ft)
Township: Peoria

Total Number of Sample Units | 13
Minimum Number of Inspection Units | 7
Interval | 1
Random Start | 1

○ = Denotes Inspection Unit

Inspection Units:
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

Length of inspection unit = 100’
Walking interval between consecutive inspection units = 0’
Inspection Unit # 1 starts at Swords Avenue

Figure 1. Sample Segmentation Sheet for Rohmann Avenue in Peoria Township
Despite the safety precautions taken, the team must focus on safety, first and foremost. The BU Project Team may borrow warning signs, and flagger poles from the County during the pavement inspection periods. Safety vests will be purchased and worn by the Inspectors at all times in the field.

To begin the inspection, the inspectors will walk over each sample unit, measure each distress type and severity, and record the data on the data collection form for asphalt-surfaced pavements and/or jointed concrete pavements, which are shown Figures 2 and 3, respectively. One form is used for each inspection unit. Details on what measurements to take for specific distresses are included in the Asphalt Surfaced Roads & Parking Lots Distress Identification Manual (3) and the Concrete Surfaced Roads & Parking Lots Distress Identification Manual (4), which will be available to the teams at all times and referenced while performing the inspections in the field. They are specially designed for use during inspection and are indexed by distress type for user convenience. Descriptions of each distress type are summarized, as well as measurement criteria for each Severity Level being High, Medium or Low, instructions on How to Count them, and photographs for each of the severity levels to illustrate the various conditions and distresses. The specific distress types are listed below (3,4).

**Distress Types for Asphalt-Surfaced Roads**

1. Alligator/Fatigue Cracking
2. Bleeding
3. Block Cracking
4. Bumps and Sags
5. Corrugation
6. Depression
7. Edge Cracking
8. Joint Reflection Cracking
9. Lane/Shoulder Drop Off
10. Longitudinal & Transverse Cracking
11. Patching & Utility Cut Patching
12. Polished Aggregate
13. Potholes (number of potholes)
14. Railroad Crossing
15. Rutting
16. Shoving
17. Slippage Cracking
18. Swell
19. Raveling
20. Weathering

**Distress Types for Jointed-Concrete Roads**

21. Blowup/Buckling
22. Corner Break
23. Divided Slab
24. Durability ("D") Cracking
25. Faulting
26. Joint Seal Damage
27. Lane/Shoulder Drop-Off
28. Linear Cracking
29. Patching & Utility Cuts, Large
30. Patching, Small
31. Polished Aggregate
32. Popouts
33. Pumping
34. Punchouts
35. Railroad Crossing
36. Scaling, Map Cracking & Crazing
37. Shrinkage Cracks
38. Corner Spalling
39. Joint Spalling
### Pavement Management System for Peoria County Highway Department

**Field Data Collection Form for Asphalt-Surfaced Pavements**

#### Inspector Information

Pavement Inspected by: ___________________________ and ___________________________ Date: ____________

#### Section Information

Street: ___________________________ Township: ___________________________

From: ___________________________ To: ___________________________

Section Length: ___________________________ No. Lanes: ___________________________

#### Inspection Unit Information

- **Inspection Unit No.**: ___________________________, in format: sequential #, (inspection unit #)
- **Inspection Unit Length**: ___________________________ **Inspection Unit Width**: ___________________________
- **Inspection Unit Area**: ___________________________ **Special? Y / N**
- **Photo No. of overall inspection unit**: ___________________________ **Camera No**: ___________________________

<table>
<thead>
<tr>
<th>Distress Type</th>
<th>Severity</th>
<th>Photo No(s). Of Unusual Distresses (high severity)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Low</td>
<td>Medium</td>
</tr>
<tr>
<td>1. Alligator/Fatigue Cracking</td>
<td>sq. ft.</td>
<td>sq. ft.</td>
</tr>
<tr>
<td>2. Bleeding</td>
<td>sq. ft.</td>
<td>sq. ft.</td>
</tr>
<tr>
<td>3. Block Cracking</td>
<td>sq. ft.</td>
<td>sq. ft.</td>
</tr>
<tr>
<td>4. Bumps and Sags</td>
<td>ft.</td>
<td>ft.</td>
</tr>
<tr>
<td>5. Corrugation</td>
<td>sq. ft.</td>
<td>sq. ft.</td>
</tr>
<tr>
<td>6. Depression</td>
<td>sq. ft.</td>
<td>sq. ft.</td>
</tr>
<tr>
<td>7. Edge Cracking</td>
<td>ft.</td>
<td>ft.</td>
</tr>
<tr>
<td>8. Joint Reflection Cracking</td>
<td>ft.</td>
<td>ft.</td>
</tr>
<tr>
<td>9. Lane/Shoulder Drop Off</td>
<td>ft.</td>
<td>ft.</td>
</tr>
<tr>
<td>10. Longitudinal &amp; Transverse Cracking</td>
<td>ft.</td>
<td>ft.</td>
</tr>
<tr>
<td>12. Polished Aggregate</td>
<td>sq. ft.</td>
<td>sq. ft.</td>
</tr>
<tr>
<td>13. Potholes (number of potholes)</td>
<td>#</td>
<td>#</td>
</tr>
<tr>
<td>15. Rutting</td>
<td>sq. ft.</td>
<td>sq. ft.</td>
</tr>
<tr>
<td>16. Shoving</td>
<td>sq. ft.</td>
<td>sq. ft.</td>
</tr>
<tr>
<td>17. Slippage Cracking</td>
<td>sq. ft.</td>
<td>sq. ft.</td>
</tr>
<tr>
<td>18. Swell</td>
<td>sq. ft.</td>
<td>sq. ft.</td>
</tr>
<tr>
<td>20. Weathering</td>
<td>sq. ft.</td>
<td>sq. ft.</td>
</tr>
</tbody>
</table>

Figure 2. Field Data Collection Form for Asphalt-Surfaced Pavements (Front Page)
Figure 2. Field Data Collection Form for Asphalt-Surfaced Pavements (Back Page)
## Pavement Management System for Peoria County Highway Department

### Field Data Collection Form for Jointed Concrete Pavements

**Inspector Information**

Pavement Inspected by: ___________________________ and ___________________________ Date: ____________

### Section Information

Street: ___________________________ Township: ___________________________

From: ___________________________ To: ___________________________

Section Length: ___________________________ No. Lanes: ___________________________

### Inspection Unit Information

Inspection Unit No: ___________________________, in format: sequential #, (inspection unit #)

Inspection Unit Length: ___________________________

Inspection Unit Width: ___________________________ Special? Y / N

Photo No. of overall inspection unit: ___________________________

Camera No: ___________________________

### Slab Information

Slab Length: ___________________________ Slab Width: ___________________________ No. Slabs in Inspection Unit: ___________________________

### Distress Type

(Refer to Pavement Distress Identification Guide for Details on "How to Count")

<table>
<thead>
<tr>
<th>Distress Type</th>
<th>Number of Slabs in Inspection Unit with Distress Type by Severity</th>
<th>Photo No(s). of Unusual Distresses (high severity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>21. Blowup/Buckling</td>
<td>Low</td>
<td>Medium</td>
</tr>
<tr>
<td>22. Corner Break</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23. Divided Slab</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24. Durability (&quot;D&quot;) Cracking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25. Faulting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26. Joint Seal Damage (overall condition of sealant)*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27. Lane/Shoulder Drop-Off</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28. Linear Cracking (longitudinal/transverse/diagonal)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29. Patching, Large (&gt; 5.5 ft²) &amp; Utility Cuts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30. Patching, Small</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31. Polished Aggregate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32. Popouts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33. Pumping</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34. Punchouts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35. Railroad Crossing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36. Sealing, Map Cracking &amp; Crazing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37. Shrinkage Cracks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38. Corner Spalling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39. Joint Spalling</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Joint Seal Damage is not counted on a slab-by-slab basis, but is rated based on the overall condition of the sealant over the entire inspection unit.

**Figure 3. Field Data Collection Form for Jointed Concrete Pavements (Front Page)**
Sketch: Draw the layout of the inspection unit including the number of slabs, slab length, slab width and distress types and severities. Recall that all distresses are counted on a slab by slab basis except for Distress 26 – Joint Seal Damage, which is rated for the entire inspection unit.

*Overall Assessment of Joint Seal Damage (26):* None Low Medium High

Circle One

Figure 3. Field Data Collection Form for Jointed Concrete Pavements (Back Page)
The survey teams will be instructed to note if roadway characteristics of the section are different from the characteristics depicted on the segmentation sheet (i.e. number of lanes, surface type, major pavement improvement, etc.). If so, detailed notes and measurements will be taken so that it can be re-segmented and corrected. If possible, the inspection teams may re-segment the section in the field, correct the segmentation sheet and then continue the inspection. They will be required to make notes on the segmentation sheets and take photographs of all the inspected segments. In addition, detailed notes and photographs will be taken of unusual or unexpected pavement distresses observed on County roads.

Traffic cones will be used to delineate the length of the inspection unit nearest to the shoulder. A tape measure will be laid out on the side of the road to aid in extracting measurements of the pavement distresses. To update the County’s photo-log of the inspection data, photographs will be taken of each inspection unit, as well as of any high severity distresses observed in the field. A sample photograph is depicted in Figure 4.

![Figure 4. Sample Photograph of an Inspection Unit and Equipment Layout](image)

**Task 3: Update the PMS databases**

The data collected in the field will be summarized and converted into the proper form in the database and entered into the PCHD’s PMS software program, PAVER 7.0. Current data will be added to the various databases in PAVER, while preserving the historic data collected. This data will include:

- Current traffic volume data – to be obtained from IDOT’s website
- Current pavement inspection data with updated photolog of inspected segments
- Treatment data may be added to the PAVER databases (based on availability of data from PCHD)

Upon completion of the data collection and entry, the PAVER 7.0 software program will be installed on the PCHD’s computer. The updated PMS databases and digital photologs will be saved onto the PCHD’s computer, with electronic back-up files.

**Task 4: Provide technical assistance to PCHD staff, as needed**

The BU Project Team will provide technical assistance to PCHD staff as needed throughout the duration of the project. This may include assisting the PCHD staff in performing analyses to determine maintenance needs and planning, as well as on-site training for the PAVER 7.0.
Task 5. Use of Cell Phone App to Measure International Roughness Index (IRI)

Pavement damage is an important characteristic that indicates the condition of a road. Nowadays, the most commonly used measure of road-surface damage is the International Roughness Index (IRI). IRI is currently the most widely used and accepted indicator or road-surface roughness measuring index and is often represented in units of m/km or in./mile. IRI is computed by using a mathematical model of a quarter car, which represents the single-tire system, to measure the profile of the road. A higher IRI value indicates rougher or significantly distressed roads, whereas a lower IRI value suggests smoother roads.

Some standard methods and equipment have been used for measuring IRI, like a profilograph, response-type instruments mounted on vehicles, walking profilers, and inertial profilers. There are various pros and cons of each method. Nowadays, most highway agencies and local transportation agencies collect IRI data using a laser sensor or high-speed profilers. Such equipment measures surface profiles at normal traffic speeds and provides reasonably accurate IRI results. These types of devices are mounted on a full-size van or a trailer; therefore, they are difficult to use on roadways for short periods and are expensive, as well as delicate, complicated, and time-consuming; and they require a professional operator.

With the advent of smartphones, various applications are introduced on a daily basis for public use; the applications are easy to access and free to use. They are often available without internet connection on smartphones. As a result, smartphone-based applications are used nowadays to quantify road roughness, as they are equipped with sensors and accelerometers. A built-in accelerometer in a cell phone can measure road roughness, and the relationship between the accelerometer data and road roughness has been shown to be linear. Figure 5 shows two smartphones on dashboard mount collecting IRI data.

![Figure 5. Smartphones used to measure IRI](image)

Mounting smartphones installed roughness measuring application allows users to map road surface, less time consuming, easy to operate and widely accepted on a large-scale data collection. Previous studies showed that with the advent of inertial profilers, the use of these types of devices like sensors and accelerometers separately has diminished as now they are available in one smartphone which makes the assessment of road roughness easy and less time consuming and can accumulate the vertical displacement and suspension motion of vehicle, ride quality, and road roughness, all these factors at one place. However, multiple variables such as the type of vehicles (i.e., sedan car vs. truck), type of cell phones, cell phone mounts, the speed of vehicles, etc. affect the measurements of road roughness. This research will explore the use of a cell phone app in collecting Peoria County roads IRI data.
Collection of IRI Data
Dr. Hossain will oversee all aspects of Task 5. IRI data will be collected using one cell phone app called Roadroid and two cell phones, Samsung and LG, that use the Android operating system. One Samsung phone was purchased in 2016 using an IDOT/ICT grant fund, and one LG phone was purchased in 2019 using Peoria County grant fund. Those two phones will be used in the project. Roadroid offers a subscription option for IRI data collection by professionals, but they make the app free for research and teaching purposes. A request will be made to Roadroid to use the app for this research purpose so that the app can be used free of charge. A sedan car will be using, and dashboard mount will be used to collect the IRI data. One student researcher will be driving the car, and another student researcher will be operating the cell phone app. The car will be driving at the posted speed or 30-35 mph if the posted speed is not present. For each road segment, at least two data collectors will be collected driving one sedan car and using two cell phones and two cell phone mounts. Total of eight data will be collected for one road segment.

Analyze IRI Data & Compare with PCI Data
IRI data collected using Roadroid app will be analyzed using the web program provided by the Roadroid developers. The web program is free to use and provide highlighted road condition profile on Google map. The Roadroid web program also provides IRI value for every 200 m interval. The IRI data will be compared with the PCI data collected for the Peoria county roads. The comparison will provide some validity of the IRI data.

3.0 Time Schedule
In terms of the data collection efforts for pavement condition/distress data, the majority of the pavement inspections will be conducted during summer/fall months. The surveys for the PCHD entire road system will be conducted over a two-year period, with the County road system divided into two subsystems. The surveys for the first half of the system would be conducted during summer/fall of an odd year, and the second half of the system would be surveyed in an even year.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Host a project kick-off meeting*</td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Collect pavement condition data via detailed walking surveys</td>
<td></td>
<td></td>
<td></td>
<td>**</td>
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<tr>
<td>3</td>
<td>Update the PMS databases</td>
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</tr>
<tr>
<td>4</td>
<td>Provide technical assistance to County Staff, as needed</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Use of Cell Phone App to Measure IRI</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

* Assuming last party signs contract by April 1, 2020
** Inspectors complete Flagger Certification Training
4.0 BUDGET

The total project budget detailing the salaries and wages, fringe benefits, supplies and travel costs for this proposal are shown in the table below.

<table>
<thead>
<tr>
<th>Maintenance of Peoria County Highway Department's Pavement Management System</th>
<th>Funds Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50% County Road System per year</td>
</tr>
<tr>
<td></td>
<td>2 year cycle</td>
</tr>
</tbody>
</table>

**SALARIES AND WAGES**

**Principal Investigator (PI)**

- Kerrie Schattler, Ph.D., Professor
  - 55 hours (Summer 2020) at $70.00 per hour $3,850
- Dr. Mohammed Imran Hossain
  - 25 hours (Summer 2020) at $50.00 per hour $1,250

**Undergraduate Students**

- 1,000 hours at $12.00 per hour $12,000
- 400 hours at $12.00 per hour $4,800

**Total Salaries and Wages** $21,900

**FRINGE BENEFITS**

- Kerrie Schattler 10.0% of Summer Salary $385
- Mohammed Imran Hossain 10.0% of Summer Salary $125

**Total Fringe Benefits** $510

**TRAVEL**

- 2373 miles at $0.575 per mile $1,364
- 2977 miles at $0.575 per mile $1,712

**Total Travel** $3,076

**SUPPLIES**

- Miscellaneous supplies $0

**Total Supplies** $0

**TOTAL DIRECT COST** $25,486

**INDIRECT COSTS**

- 50% of direct labor costs $11,607

**Total Indirect Costs** $11,607

**TOTAL COSTS** $37,093
5.0 QUALIFICATIONS

Dr. Kerrie L. Schattler is designated as the Principal Investigator (PI) of the project. She joined the Department of Civil Engineering and Construction at Bradley University in 2005 as an Assistant Professor, was promoted to Associate Professor in 2011 and to full Professor in 2015. She was the PI on the grant with the Peoria County Highway Department to develop and implement the County’s initial Pavement Management System. This two-year project was completed in December 2008. She was also the Technical Advisor on the Maintenance of PCHD’s PMS project in 2011. For the 2012 and 2013 PCHD projects, Dr. Schattler provided opportunities for other CEC colleagues to get involved and eventually lead the PCHD pavement management system project. Starting in 2014, she resumed taking the lead on PCHD’s pavement management system data collection project.

Over the past 15 years at Bradley, Dr. Schattler has secured as PI over 1,338,000 in external research grants funded directly to Bradley which were/are being used to push the envelope in cutting edge research with the help of 92 graduate/undergraduate students and other CEC colleagues, under her direction. Some of these grants also involved collaborations with partnering universities and consulting firms – Wayne State University and Applied Pavement Technology – and as a result, the total amount of collaborative grants Dr. Schattler was involved in over $1,854,000. Sponsoring agencies of these grants include the Peoria County Highway Department (PCHD), Federal Highway Administration, and the Illinois Department of Transportation (IDOT)/Illinois Center for Transportation.

Dr. Mohammad Imran Hossain will be involved as a Co-PI of the proposed project. Dr. Hossain completed the sixth year at the Bradley University as a tenure track assistant professor and has been involved in externally funded research since then. Dr. Hossain completed three research projects over $416K with IDOT/ICT since 2015. Dr. Hossain has research experience in pavement engineering with publications in one book chapter, thirty-six journals, and twenty-five conference proceedings as a lead author as well as with collaborations. Dr. Hossain collaborated research with multi-disciplinary engineering programs and received Innovative Research Award from ICT in 2016 and Best Paper Award for extraordinary merits in pavement engineering in 2013, and Distinction in the Ph.D. dissertation in 2013. Until today, Dr. Hossain approved twelve research grants of value $935K as a Principal, Co-Principal Investigator (PI and Co-PI), consultant, and contributed as a member of the research team. Dr. Hossain has been teaching Pavement Design to undergraduate students at the Bradley University since 2014, and he secured curriculum development grant of value $10K from FHWA and USDOT and improved undergraduate and graduate courses and developed two courses titled Advanced Pavement Design and Pavement Management Systems. Dr. Hossain received the Caterpillar Faculty Achievement Award for teaching from the Bradley University for excellent teaching in 2017. Dr. Hossain is also the faculty advisor of Chi Epsilon of the Civil Engineering Honor Society at the Bradley University since 2017.

6.0 REFERENCES


Resolution for Improvement
Under the Illinois Highway Code

Resolution Type | Resolution Number | Section Number
--- | --- | ---
Original | | 20-00182-05-ES

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

For Roadway/Street Improvements:

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

For Structures:

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

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of
   maintenance of pavement management system by surveying the condition of the roads and populating the databases.

2. That there is hereby appropriated the sum of thirty seven thousand ninety three and 00/100 Dollars ( $37,093.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Rachael Parker, Clerk in and for said County of Peoria in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the Board of Peoria at a meeting held on March 12, 2020.

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.

<table>
<thead>
<tr>
<th>Resolution Number</th>
<th>Enter the resolution number as assigned by the LPA, if applicable.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution Type</td>
<td>From the drop down box choose the type of resolution:</td>
</tr>
<tr>
<td></td>
<td>- Original would be used when passing a resolution for the first time for this project.</td>
</tr>
<tr>
<td></td>
<td>- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.</td>
</tr>
<tr>
<td></td>
<td>- Amended would be used when a previously passed resolution is being amended.</td>
</tr>
<tr>
<td>Section Number</td>
<td>Insert the section number of the improvement the resolution covers.</td>
</tr>
<tr>
<td>Governing Body Type</td>
<td>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.</td>
</tr>
<tr>
<td>LPA Type</td>
<td>From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.</td>
</tr>
<tr>
<td>Name of LPA</td>
<td>Insert the name of the LPA.</td>
</tr>
<tr>
<td>Contract or Day Labor</td>
<td>From the drop down choose either Contract or Day Labor.</td>
</tr>
</tbody>
</table>

**Roadway/Street Improvements:**

<table>
<thead>
<tr>
<th>Name Street/Road</th>
<th>Insert the name of the Street/Road to be improved. For additional locations use the Add button.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length</td>
<td>Insert the length of this segment of roadway being improved in miles.</td>
</tr>
<tr>
<td>Route</td>
<td>Insert the Route Number of the road/street to be improved if applicable.</td>
</tr>
<tr>
<td>From</td>
<td>Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.</td>
</tr>
<tr>
<td>To</td>
<td>Insert the ending point of the improvement as it relates to the Street/Road listed to the left.</td>
</tr>
</tbody>
</table>

**Structures:**

<table>
<thead>
<tr>
<th>Name Street/Road</th>
<th>Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Structure No.</td>
<td>Insert the existing structure number this resolution covers, if no current structure insert n/a.</td>
</tr>
<tr>
<td>Route</td>
<td>Insert the Route number on which the structure is located.</td>
</tr>
<tr>
<td>Location</td>
<td>Insert the location of the structure.</td>
</tr>
<tr>
<td>Feature Crossed</td>
<td>Insert the feature the structure crosses.</td>
</tr>
<tr>
<td>1</td>
<td>Insert a description of the major items of work of the proposed improvement.</td>
</tr>
<tr>
<td>2</td>
<td>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 ().</td>
</tr>
<tr>
<td>Name of Clerk</td>
<td>Insert the name of the LPA clerk.</td>
</tr>
<tr>
<td>LPA Type</td>
<td>Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.</td>
</tr>
<tr>
<td>Name of LPA</td>
<td>Insert the name of the LPA.</td>
</tr>
<tr>
<td>Governing Body Type</td>
<td>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</td>
</tr>
<tr>
<td>Name of LPA</td>
<td>Insert the name of the LPA.</td>
</tr>
<tr>
<td>Date</td>
<td>Insert the date of the meeting.</td>
</tr>
<tr>
<td>Day</td>
<td>Insert the day Clerk is signing the document.</td>
</tr>
<tr>
<td>Month, Year</td>
<td>Insert the month and year of the Clerk's signature.</td>
</tr>
</tbody>
</table>
Seal
The Clerk shall seal the document here.

Clerk Signature
Clerk shall sign here.

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

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

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

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

RE: Approval of Pavement Management Agreement with Bradley University

RESOLUTION

WHEREAS, the County of Peoria is in need of maintaining its pavement management system for the County Highways, designated as Section Number 20-00182-05-ES; and

WHEREAS, Bradley University has the capability to obtain field data of the County's highway system and update the system database.

NOW THEREFORE BE IT RESOLVED, that the agreement with Bradley University for the pavement management system is hereby approved; and

BE IT FURTHER RESOLVED, that the sum of $37,093.00 is hereby appropriated from the County Motor Fuel Tax Fund for Section Number 209-00182-05-ES; and

BE IT FURTHER RESOLVED, that the County Administrator is hereby authorized to sign the agreement and that the County Treasurer is hereby authorized to issue checks from the County Motor Fuel Tax Fund for payment of invoices for the pavement management system work.

Respectfully Submitted,

Infrastructure Committee