

## **UPCOMING MEETINGS**

### **Tuesday, October 5, 2021**

7:00 A.M. Highway Committee Meeting – Highway Department in Roberts

### **Wednesday, October 6, 2021**

9:00 A.M. Sheriff Committee Meeting – Sheriff's Boardroom

### **Thursday, October 7, 2021**

9:00 A.M. Finance Committee Meeting – Small Courtroom in Courthouse

### **Monday, October 11, 2021**

7:00 P.M. County Board Meeting – Sheriff's Boardroom

## COUNTY CLERK & RECORDER'S OFFICE

To the Chairman of the County Board of Ford County:

I, Amy Frederick, County Clerk and Recorder, in and for the County of Ford and State of Illinois, respectfully present the following report of all the fees and emoluments of my office, for the month of **AUGUST 2021** and during the month where I state the gross amount of all fees.

### COUNTY CLERK

REVENUE FOR THE MONTH	RECORDING FEES	VITAL RECORDS	MISC FEES	COUNTY TAX STAMPS 1/3	TAX CLERK FEES	COUNTY CLERK REVENUE	DEDICATED FUNDS AUTO REC. FEE (RSSA)	DEDICATED FUNDS AUTO VITAL FEE (VRSSA)	DOMESTIC VIOLENCE FUND (DVF)	GIS	RENTAL HOUSING SURCHARGE (RHSP)	DSC	DELINQUENT TAXES COLLECTED
Dec-20	7,570.00	1,910.00	4,484.75	3,674.25	258.00	17,897.00	4,036.00	538.00	5.00	7,259.00	2,502.00	892.00	5,691.73
Jan-21	6,821.00	2,359.00	1,714.25	4,369.25	774.00	16,037.50	3,654.00	636.00	30.00	6,559.00	2,295.00	892.00	26,148.77
Feb-21	4,768.00	2,033.00	1,126.00	3,248.25	172.00	11,347.25	2,556.00	518.00	15.00	4,575.00	1,620.00	684.00	5,178.34
Mar-21	8,527.00	2,553.00	5,909.25	5,146.50	2,064.00	24,199.75	4,546.00	586.00	30.00	8,159.00	2,853.00	724.00	66,723.40
Apr-21	6,916.00	1,983.00	2,217.00	3,900.75	4,472.00	19,488.75	3,708.00	450.00	20.00	6,650.00	2,322.00	484.00	127,547.93
May-21	7,581.00	1,790.00	2,343.98	4,867.00	2,064.00	18,645.98	4,040.00	424.00	40.00	7,250.00	2,520.00	484.00	59,360.18
Jun-21	6,661.00	1,923.00	2,552.50	3,934.75	688.00	15,759.25	3,564.00	400.00	30.00	6,375.00	2,268.00	312.00	13,270.19
Jul-21	7,706.00	2,022.00	1,912.00	2,575.25	602.00	14,817.25	4,086.00	466.00	50.00	7,300.00	2,619.00	444.00	14,589.69
Aug-21	6,935.00	2,186.00	2,279.25	4,781.75	258.00	16,440.00	3,692.00	454.00	70.00	6,609.00	2,358.00	332.00	4,933.32
Sep-21						0.00							
Oct-21						0.00							
Nov-21						0.00							
<b>MID-YEAR</b>	42,183.00	12,628.00	17,795.23	25,206.00	9,804.00	107,616.23	22,540.00	3,152.00	140.00	40,452.00	14,112.00	4,160.00	290,650.35
<b>TOTAL</b>	<b>63,485.00</b>	<b>18,759.00</b>	<b>24,538.98</b>	<b>36,497.75</b>	<b>11,352.00</b>	<b>154,632.73</b>	<b>33,882.00</b>	<b>4,472.00</b>	<b>290.00</b>	<b>60,736.00</b>	<b>21,357.00</b>	<b>5,248.00</b>	<b>323,443.55</b>

110.45% = Percent of estimated revenue generated for year to date.

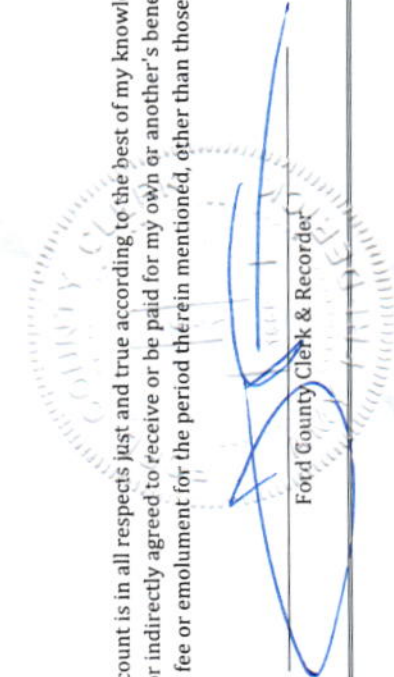
Total County Clerk Receipt \$ 604,061.28  
Dedicated Funds = \$ 38,354.00

Total estimated revenue = \$ 140,000.00 Actual office revenue = \$ 154,632.73

STATE OF ILLINOIS }  
COUNTY OF FORD }

I, Amy Frederick, do solemnly swear that the foregoing account is in all respects just and true according to the best of my knowledge and belief, and that I have neither received directly or indirectly nor directly or indirectly agreed to receive or be paid for my own or another's benefit, any money, article or consideration than therein stated, nor am I entitled to any fee or emolument for the period therein mentioned, other than those specified.

Submitted this 1st day of September 2021.



Ford County Clerk & Recorder



**FORD COUNTY  
OFFICE OF EMERGENCY MANAGEMENT  
200 W State Street Room B-5  
Paxton, IL 60957  
Phone 217-379-9415**

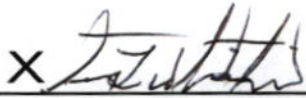


**Activity Report for 01 Aug, 2021 to 31 Aug, 2021**

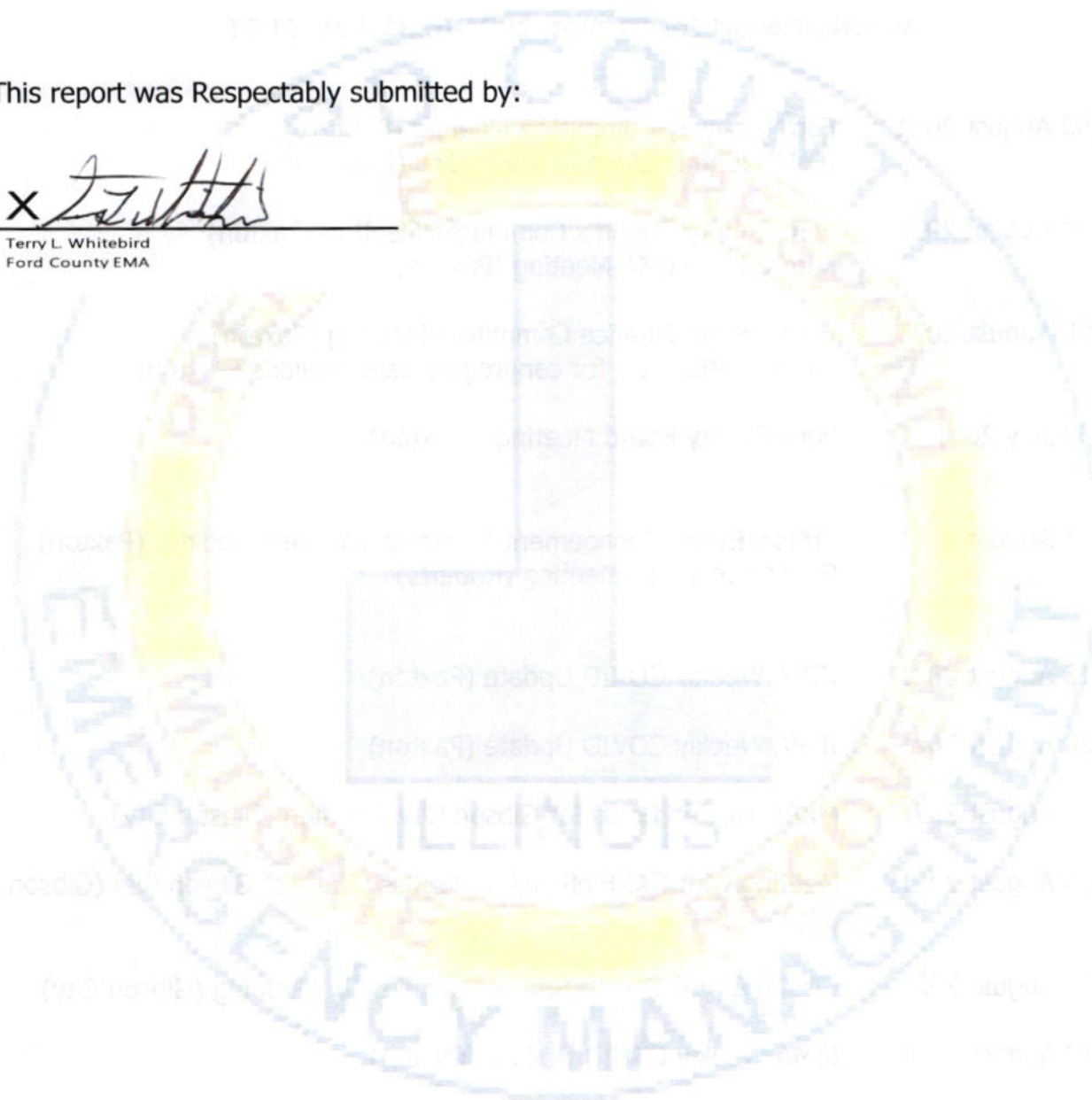
- 03 August 2021 Ford Highway Committee Meeting (Roberts)  
IEMA Monthly Starcom Radio Drill (Paxton)
- 04 August 2021 Ford County Sheriff's Committee Meeting (Paxton)  
Ford County EMA Meeting (Paxton)
- 06 August 2021 Ford County Finance Committee Meeting (Paxton)  
IDPH COVID Q&A for congregate care facilities (Paxton)
- 09 July 2021 Ford County Board Meeting ((Paxton)
- 11 August 2021 Critical Event Management for Sever Weather Webinar (Paxton)  
Ford County 911 Meeting (Roberts)
- 13 August 2021 IEMA Weekly COVID Update (Paxton)
- 20 August 2021 IEMA Weekly COVID Update (Paxton)
- 21 August 2021 MARC w/ Red Cross for Gibson City Flooding (Gibson City)
- 25 August 2021 Meeting with GARF official to discuss LTRC for Gibson City (Gibson City)
- 26 August 2021 Gibson City FPD with SBA for Gibson City Flooding (Gibson City)
- 27 August 2021 IEMA Weekly COVID Update (Paxton)
- 30 August 2021 Meeting with GARF official to discuss LTRC for Gibson City (Gibson City)
- 31 August 2021 Public information in an All-Hazards Event (ILEAS- Urbana)

**Notes:** 12 -17 August 2021 Activation of EOC for flooding in Gibson City  
14-20 August 2021 Mobile EOC/IC for flooding in Gibson City

This report was Respectably submitted by:

X 

Terry L. Whitebird  
Ford County EMA



Monthly Report to the Ford County Board  
On Activities at the Highway Department  
September 2021

The Ford County Highway Department completed the following activities during the month August, 2021.

Engineering Division

- Entered claims and allotments to various county and township funds.
- Assisted Maintenance Division.
- Completed inspection of township oil and chip contracts.
- Completed Patton and Dix Township hotmix asphalt contracts.

Maintenance Division

- Performed maintenance and repair on County owned equipment.
- Conducted routine inspection and maintenance of roads, entrances, shoulders and signs on county system.

County Engineer

- Worked with landowners on field entrances and drainage requests.
- Assisted commissioners with Ford County Wind Farm questions.
- Worked with Commissioner on Kelly Creek Wind Farm concerns.

## O. III

### Ford County Highway Committee Minutes

The Ford County Highway Committee met on September 8, 2021 at the Ford County Highway Department in Roberts, Illinois.

Present at this regular scheduled meeting was committee chairman Tim Nuss, Jason Johnson and Ann Ihrke. County Engineer Greg Perkinson, and EMA Director Terry Whitebird were also present. Mr. Nuss called the meeting to order at 7:00 a.m.

Mr. Nuss moved to accept the Agenda. Seconded by Mrs. Ihrke. Motion passed.

First on the agenda was the review of the August 3, 2021 minutes. Mr. Johnson moved and Mrs. Ihrke seconded the motion that they be approved. Motion passed.

Mr. Whitebird discussed the activities of the Emergency Management Office during last month.

August bills were read and presented by Mr. Perkinson. Mr. Johnson moved and Mrs. Ihrke seconded the motion to approve the bills and present to the full board. Motion passed.

The committee then reviewed the fund balance report and the highway appropriations and expenses report.

#### **Under old business the following items were discussed:**

Mr. Perkinson informed the committee of the activities at the County Highway Department during the month of August and will provide a written report for the full board.

Mr. Perkinson updated the committee on activity at the Ford County Wind Farm and Kelly Creek Wind Farm.

#### **New Business:**

There was no new business to discuss.

#### **Resolutions:**

The committee reviewed the County Highway Tax Appropriating Resolution. Mr. Nuss moved and Mrs. Ihrke seconded the motion to present to the full board.

#### **Public Comment:**

There was no public comment.

Having no further items to discuss, Mr. Johnson moved to adjourn at 7:50 am, seconded by Mrs. Ihrke. Motion passed.

# FORD COUNTY PROBATION AND COURT SERVICES

Stats for August 2021

## AUGUST of 2021

### ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	59	Active	67
Misdemeanors	20	Warrants	133
DUI Cases	31	TOTAL	200
Traffic Cases	5		
TOTAL	115		

### JUVENILES:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	3	Active	5
Cont'd Supervision	2	Inactive	1
Informal	8	TOTAL	6
Other	0		
TOTAL	13		

### PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	100	Cases	5
Hours	13475	Hours	210
TOTAL CASES:	105		
TOTAL HOURS:	13685		

### RESTORATIVE JUSTICE / DIVERSION:

Intakes this month 8  
Cases reviewed this month 8  
Active Conference/Diversion Cases 0 Restorative Justice / Diversion 10

### INVESTIGATIONS:

PSI's ordered 2 PSI's completed 1  
Record Checks completed 0

### INTAKES:

Adults: 2 Juveniles: 6

### ELECTRONIC MONITORING / GPS:

Adults: 3 Juveniles: 1

### CONTACTS FROM POLICE AND / OR CLIENTS AFTER HOURS:

Police 3 Clients 8

### HOME / SCHOOL VISITS CONDUCTED DURING THE MONTH:

Home: 4 School 1

### RESTITUTION / COMMUNITY SERVICE COMPLETED:

Restitution collected this month: \$650

Community Service collected:

Adults: 94 Juveniles: 4

## AUGUST 2020 (Same month last year)

### ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	88	Active	50
Misdemeanors	42	Warrants	130
DUI Cases	57	TOTAL	180
Traffic Cases	13		
TOTAL	200		

### JUVENILES:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	2	Active	1
Cont'd Supervision	4	Inactive	1
Informal	0	TOTAL	2
Other	0		
TOTAL	6		

### PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	100	Cases	5
Hours	13475	Hours	210
TOTAL CASES:	105		
TOTAL HOURS:	13685		

**COMMUNITY MEETING ATTENDED THIS MONTH:**

Ford County Board Meeting  
Ford County Insurance/Personnel Meeting  
Ford County Finance Meeting

**TRAININGS / PRESENTATIONS COMPLETED DURING THIS MONTH:**

UNITY Trainings                      Core Correctional Practices/Restorative Practices  
Suicide Prevention

**TOTAL NUMBER OF HOURS WORKED OUTSIDE MON. - FRI. 8:30 - 4:30:**                      14

**OFFICER CASELOAD    ADULTS                      JUVENILES                      PRE-TRIAL**

Jennifer Anderson	67	4	
Ariel Brucker	53	9	
Rocky Marron	59	2	102
Suzie Shell	5	0	
Warrant Status	131	1	

**INTAKES THIS MONTH:**

<b>Adult:</b>		<b>Juvenile:</b>	
Felony Cases	1	Probation	1
Misdemeanors	0	Cont'd Supervision	0
DUI Cases	1	Informal	5
Traffic Cases	0	Other	0
<b>TOTAL</b>	<b>2</b>	<b>TOTAL</b>	<b>6</b>

**CONFINEMENTS:**

Juvenile Detention      4 reviewed/not detained  
IDOC Commitments      0  
Group Home                      Adults: 0                      Juveniles: 0  
Residential Substance Abuse Treatment: Adults: 0                      Juveniles: 0

**ADULT PROGRAMS ORDERED THIS MONTH:**

**COMPLETED THIS MONTH:**

Alcohol / Substance Abuse Assessment	0	2
DUI Assessment	1	1
Alcohol / Substance Abuse Treatment	0	0
DUI Education	2	3
Victim Impact Panel	1	1
Cognitive Classes	0	0
Anger / Domestic Abuse Classes	0	0
Mental Health	0	0
Sex Offender Treatment	0	1
Parenting Classes	0	0
Psychiatric / Psychological Assessment	0	0
Traffic School/Hunter Safety	0	0





# Ford County Public Health Department

Lana Sample, MS  
Public Health Administrator

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## September Ford County Board Report

- COVID Contact Tracing—
  - Ford County's COVID positivity rate has been over 14% in the past week and is increasing. The number of tests being completed is increasing as well.
  - We currently have one nursing facility in outbreak status.
  - One death reported in the last week.
- COVID Vaccines—
  - Ford County fully vaccinated population: 44.11% as of 9/2/21 (Illinois 59.8%)
  - COVID Vaccines are offered to all 18 and older for Moderna and Johnson & Johnson.
  - FCPHD continues to work with Gibson Area Hospital and Hudson's Drug shop to offer all three vaccines.
  - <https://fordcountyphd.org/covid-19/covid-19-vaccine-clinic-scheduling> has a list of scheduled vaccine clinics. Walk-ins welcome Tuesdays from 830a-10a
  - FCPHD has been doing the best they can to utilize all doses within a vial as to not waste any doses or only waste the minimal amount.
- Due to the increase in cases and spread, masking indoors by all is required.
- FCPHD continues to offer all programs and are back to normal standards with COVID precautions. Staff continue to balance their full-time job responsibilities while willingly assist with COVID contact tracing and vaccine clinics as needed.
- Communicable Disease Nurse position has been filled. Senior Service Specialist position is still open. We will be posting positions for the Community Health Educator and the Financial Coordinator
- Board of Health September 21, 2021 at 6:00 P.M.

Lana Sample, Administrator

**Wear a mask. Wash your hands. Watch your distance.**

The Ford County Public Health Department does not discriminate in admission to programs or treatment of employment in programs or activities in compliance with the Illinois Human Rights Act; the U.S. Civil Rights Act; Section 504 of the Rehabilitation Act; the Age Discrimination Act; the Age Discrimination in Employment Act; and the U.S. and Illinois Constitution. If you feel you have been discriminated against, you have the right to file a complaint with the Illinois Department of Aging; for information call 1-800-252-8966 (Voice & TDD), or contact Ford County Public Health Department at 1-217-379-9281

**FORD COUNTY SHERIFF'S OFFICE  
AUGUST 2021  
ACTIVITY SUMMARY REPORT**

**INCOME RECEIVED**

\$80,172.00 – Boarding	\$1,341.84 – Civil Process	\$120.00 – Bond Fees
\$ 4,660.29 – Inmate Phones	\$1,200.00 – Sheriff Sales	\$ 76.00 – Arrestee Fund
\$ 3,333.34 – Sheriff Contracts	\$ 610.46 – Transports	\$ 25.00 – Reports
\$ 1,530.00 – Seized/Forfeiture Fund	\$ 386.53 – DUI Reinforcement	\$ 21.05 – Misc. Reimburse

**MONTHLY TOTAL**

\$93,476.51

**FY21 TOTAL TO DATE**

**\$495,865.16**

**CIVIL PROCESS ACTIVITY (SERVICES/ATTEMPTS)**

Services 21/31 Attempts                      Warrants Served: 10

**FORD CO. INMATE MANDAYS – 630 (FY21: 4350)**

**TRAFFIC ACCIDENTS –11**

**WARNING CITATIONS –08**

**TRAFFIC CITATIONS**

11 – Speeding	01 – Illegal Transportation/Alcohol
02 – Driving on Suspended/Revoked License	01 – No Valid Driver's License
02 – Deposit Material on Roadway	01 – Aggravated Fleeing Police
02 – Improper Turn	01 – Disobeyed Stop Sign
01 – Fail to Carry/Display Driver's License	01 – Illegally Parked on Roadway
01 – Permit Unauthorized Person to Drive	01 – Fail to Yield to Emergency Vehicle
01 – Operating Uninsured Vehicle	

**FIELD INCIDENT/COMPLAINT REPORTS**

23 – Civil/Non-Criminal Complaint	02 – Violation of Court Order
13 – Motorist Assist	02 – Juvenile Complaint
13 – Assist other Agencies	02 – House Check
10 – Domestic Trouble	02 – Fraud
09 – Suspicious Activity/Person	02 – Custody Dispute
07 – Investigation Follow-up	02 – Fight in Progress
06 – Welfare Check	02 – Abuse Complaint
06 – Theft	01 – Vandalism
06 – Harassment	01 – Trespassing
04 – Animal Complaint	01 – Suicide Threat
04 – Noise Complaint	01 – Phone Scam
03 – Property Standby	01 – Criminal Damage
03 – Suspicious Vehicle	01 – Burglary
03 – Missing Person	01 – Security Alarm Check
02 – Car in Ditch	

**INTERGOVERNMENTAL AGREEMENT  
AMENDING ENTERPRISE ZONE DESIGNATION AND OPERATION CRITERIA**

This intergovernmental agreement (“**IGA**”) is dated \_\_\_\_\_, 2021, and is between the COUNTY OF McLEAN (“**McLean County**”), the COUNTY OF FORD (“**Ford County**”), the CITY OF BLOOMINGTON (“**Bloomington**”), the CITY OF GIBSON CITY (“**Gibson City**”), and the TOWN OF NORMAL (“**Normal**”), collectively referred to as the Designating Units of Government (“**Designating Units**”).

Whereas, the parties are authorized to enter into intergovernmental agreements under Section VII of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act; and

Whereas, the Illinois Intergovernmental Cooperation Act provides any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of the State of Illinois may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State of Illinois and jointly with any public agency (5 ILCS 220/3); and

Whereas, the Illinois Municipal Code provides the corporate authorities of a municipality may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality (65 ILCS 5/8-1-2.5); and

Whereas, the Designating Units designated the Bloomington Normal Enterprise Zone (“**Zone**”), which was approved under the Illinois Enterprise Zone Act (20 ILCS 655/); and

Whereas, the Property Tax Code allows taxing bodies to grant an abatement for property improvements made within the Zone (35 ILCS 200/18-170); and

Whereas, the parties desire to establish a uniform system of granting abatements for qualifying properties within the Zone and jointly exercise the authority to make grants for economic development purposes.

The parties, therefore, incorporate and agree to the recitals as fully set forth herein and further agree as follows:

**Section 1. PURPOSE.** The purpose of this agreement is to organize and coordinate the efforts of the Designating Units in supporting the designation and operation of the Zone under the provisions of the Enterprise Zone Act (20 ILCS 655/).

**Section 2. DESCRIPTION.** The property that is the subject of this agreement is described in Exhibit A ("**Zone Property**"). The Zone Property is located partly in the jurisdiction of each of the Designating Units.

**Section 3. DESIGNATING ORDINANCE.** Each party to this IGA has adopted a designating ordinance meeting the requirements of the Enterprise Zone Act. Each party agrees to adopt any other ordinances or legislation as may be necessary to carry out the intent of the designating ordinance.

**Section 4. APPLICATION.** The parties agree to submit to the Department of Commerce and Economic Opportunity (the "**Department**") a joint application as may be required under section 5.4 of the Enterprise Zone Act.

**Section 5. ADMINISTRATOR.** The Designating Units hereby appoint the President/CEO of the Economic Development Council of Bloomington Normal Area ("**BNEDC**") to serve, ex officio, as the Administrator of the Enterprise Zone ("**Zone Administrator**"). Each Designating Unit agrees to take any necessary action to ensure that the Zone Administrator has the authority to perform his or her duties as set forth in this IGA. In selecting an Administrator, each Designating Unit has one vote, which shall be cast by the chief executive officer of each Designating Unit (mayor or county board chairman, as applicable). Each Administrator continues to hold the position until he or she resigns or dies or until the chief executive officers of at least 3 of the Designating Units vote to discharge him or her.

The duties and responsibilities of the Bloomington Normal Enterprise Zone Administrator are as follows:

- A. Administration. The Zone Administrator shall administer the IGA and related ordinances and operate and manage the Zone. All appeals from any decisions or determination of the Zone Administrator will be taken to the Zone Advisory Board for final resolution.
- B. Records. The Zone Administrator shall maintain records associated with Zone activities and projects and necessary to the preparation of reports required by the State of Illinois.
- C. Report Preparation. The Zone Administrator shall prepare all reports required by law.
- D. Advisor and Staff to the Enterprise Zone Advisory Board. The Zone Administrator shall serve as advisor and staff to the Zone Advisory Board. The Administrator shall prepare agendas, minutes, handle correspondence, and maintain the records of the Enterprise Zone Advisory Board.

## **Section 6. ENTERPRISE ZONE ADVISORY BOARD**

A. Duties. The Enterprise Zone Advisory Board shall perform the following duties with respect to the Enterprise Zone:

- 1) Implement, monitor, and update established goals and objectives.
- 2) Establish procedures for the operation and management of the incentives under section 8, including appeals processes and to recommend and advise on policies for the administration, operation and management of the Zone.

B. Membership. The Enterprise Zone Advisory Board will be composed of each Director of the BNEDC, the County Board Chair of Ford County, and the Mayor of Gibson City, each serving in an ex officio capacity.

C. Terms of Membership. The terms of membership for Zone Advisory Board members shall be as follows.

Bloomington Normal Enterprise Zone Advisory Board members shall serve during their respective terms on the BNEDC Board of Directors. In the case of elected officials, their term on the Advisory Board will be the same as their respective term in elected office.

D. Quorum and voting. A quorum of the Board is a majority of the voting members then holding office. The Board may approve any action by the affirmative vote of a majority of those voting on the question. Each voting member will have one vote for any and all matters upon which the Board must vote. The Chair may vote only in the case of a tie.

E. Compensation. Enterprise Zone Advisory Board members shall serve without compensation.

F. Staff. The Zone Administrator shall serve as advisor and staff to the Enterprise Zone Advisory Board in order to assist in carrying out its functions and duties.

G. Conflict of Interest. Any member of the Enterprise Zone Advisory Board who has a direct or indirect conflict of interest on any action that comes before the Board shall make their conflict known, abstain from participating in any discussion of the action, and abstain from voting on that action. The member's abstention will be recorded in the minutes for the Board.

## **Section 7. ZONE MANAGEMENT COSTS AND OPERATION**

- A. The Zone Administrator may charge an application fee. The application fee must be in accordance with section 8.2 of the Illinois Enterprise Zone Act, as amended. The fee will be payable to the BNEDC. The Zone Administrator shall file a copy of the Zone's fee schedule with the Department by April 1 of each year.
- B. The BNEDC may use the proceeds of the application fee under section 7(A) to pay for the operating expenses of the Zone and project related activities which benefit the region's economic development strategy and plan, which are directly impacted by the Zone and as authorized by law.

## **Section 8. INCENTIVES**

- A. Definitions. In addition to any definitions in the introductory clause or recitals, as used in this IGA:
  - 1) "Abatement Increment" means the amount of property tax to a Designating Unit that is attributed to the New Improvements in any Assessment Year and that is payable to that Designating Unit in the subsequent Taxable Year.
  - 2) "Abatement Period" means the period during which the project is entitled to receive an abatement under this IGA.
  - 3) "Assessment Year" means the year in which property taxes are assessed on the project property.
  - 4) "Eligible Project" means a commercial project that meets all of the following criteria:
    - a. the project is located within the Zone;
    - b. the project consists of New Improvements;
    - c. the project will result in the creation of 25 or more full-time-equivalent jobs, which will be maintained throughout the Abatement Period; and
    - d. the project will result in an investment of \$250,000 or more in New Improvements.
  - 5) "Grantee" means any entity who owns or operates a project applying for or receiving an abatement or other financial consideration under this IGA.
  - 6) "New Improvement" means an improvement on the project property that has been newly constructed or that has been renovated or rehabilitated.
  - 7) "Non-Retail Project" means an Eligible Project that is not a Retail Project.
  - 8) "Retail Project" means an Eligible Project:

- a. that is a restaurant or drinking establishment;
  - b. that is a hotel or motel; or
  - c. that is any other establishment that derives 50% or more of its revenue from the retail sale of tangible personal property.
- 9) "Significant Impact Business" means a Non-Retail Project that meets one or more of the following criteria:
- a. The project will conduct the majority of its operations in one or more of the following industries: agribusiness; logistics and warehousing; information technology; information technology manufacturing; clean technology manufacturing; finance; insurance; or real estate.
  - b. The project will create jobs with an average income, across all new positions, that is greater than the per-capita income level of the county in which the project is located, as determined by the most recent American Community Survey 5-Year estimates.
  - c. The project will be located in a targeted area designated by the municipality in which the project is located or, if the project is located in an unincorporated area by the county in which the project is located. The targeted areas may include: officially-designated brownfields; distressed areas, as defined by the federal New Markets Tax Credit program; Opportunity Zones; designated "shovel-ready" sites; or similar areas.
  - d. The project will derive more than 65% of its revenue from foreign exports.
- 10) "Substantially Complete" means that a certificate of occupancy has been issued for the New Improvements.
- 11) "Taxable Year" means the year in which property taxes incurred in the Assessment Year are payable.
- 12) "Zone Administrator" means the Administrator as defined in section 5 above.

**B. Property Tax Abatement for Retail Projects.**

- 1) A Retail Project is eligible to receive a three-year property tax abatement from the applicable Designating Unit of Government in the following amounts:
- a. for the first Taxable Year: 100% of the Abatement Increment; and
  - b. for the second Taxable Year: 75% of the Abatement Increment; and
  - c. for the third Taxable Year: 50% of the Abatement Increment.

- 2) The property tax abatement under this section will begin on the first Taxable Year that follows the first Assessment Year in which the Substantially-Complete New Improvements have been assessed.
- 3) In no event shall any abatement of property taxes on any parcel exceed the amount attributable to the construction of the improvements or the renovation or rehabilitation of existing improvements on such parcel.
- 4) The property tax abatement under this section will terminate on the earlier of (i) the completion of the third Taxable Year after the property tax abatement is awarded or (ii) the termination or decertification of the Zone.

C. Property Tax Abatement for Non-Retail Projects:

- 1) A Non-Retail Project is eligible to receive a five-year property tax abatement from the applicable Designating Unit of Government in the following amounts:
  - a. for the first Taxable Year: 100% of the Abatement Increment; and
  - b. for the second Taxable Year: 80% of the Abatement Increment; and
  - c. for the third Taxable Year: 60% of the Abatement Increment; and
  - d. for the fourth Taxable Year: 40% of the Abatement Increment; and
  - e. for the fifth Taxable year: 20% of the Abatement Increment.
- 2) The property tax abatement under this section will begin on the first Taxable Year that follows the first Assessment Year in which the Substantially-Complete New Improvements have been assessed.
- 3) In no event shall any abatement of property taxes on any parcel exceed the amount attributable to the construction of the improvements or the renovation or rehabilitation of existing improvements on such parcel.
- 4) The property tax abatement under this section will terminate on the earlier of (i) the completion of the fifth Taxable Year after the abatement is awarded or (ii) the termination or decertification of the Zone.

D. Additional Non-Retail Project Economic Development Incentive Payment.

- 1) For each year, after the first, that a Non-Retail Project receives a property tax abatement under section 8(C), that project is also eligible to receive an additional economic-development incentive payment from each Designating Unit in which the project is located if that project meets one or more of the following criteria:
  - a. At least 80% of the workers hired to construct or renovate the New Improvements had their primary residence in McLean County or Ford County at the time of the construction or renovation and completed a Department of Labor Industry-Recognized Apprenticeship Program.



- b. At least 80% of the new employees hired as full-time employees by the company as a result of the project have their primary residence in McLean County or Ford County.
    - c. Of the new employees hired as full-time employees as a result of the project, the company will hire women and minorities at a rate that is 120% of the average women and minority workers compared to total workers, as defined by the U.S. Census Bureau, for the county in which the project is located.
    - d. The company will create and maintain an apprenticeship program that involves Heartland Community College or one or more of the secondary school districts in either McLean County or Ford County.
  - 2) The amount of the incentive payment in any Taxable Year will be the lesser of:
    - a. An amount equal to 20% of the Abatement Increment for that Designating Unit for each of the criteria met under section 8(D)(1); or
    - b. An amount that, when added to the amount of the property tax abatement for that Taxable Year under section 8(C), is equal to 100% of the Abatement Increment for that Designating Unit.
  - 3) Each Designating Unit making an incentive payment under this section 8(D) shall pay the incentive payment from its general revenues or other authorized funds. The incentive payment will be paid in one or more installments during the Taxable Year in which the incentive is due.
- E. Property Tax Abatement for Significant Impact Businesses.
  - 1) An eligible Significant Impact Business is eligible to receive a five-year property tax abatement from the applicable Designating Unit. The amount of the abatement will be 100% of the Abatement Increment for that Taxing District for each Taxable Year in the Abatement Period.
  - 2) The abatement under this section will begin on the first Taxable Year that follows the first Assessment Year in which the Substantially-Complete New Improvements have been assessed.
  - 3) The abatement under this Section will terminate on the earlier of (i) the completion of the fifth Taxable Year after the abatement is awarded or (ii) the termination or decertification of the Zone.
  - 4) A Significant Impact Business that receives an abatement under this Section may not receive any other abatement under this IGA.

- F. Restrictions. No abatement may be granted for any Abatement Increment attributed to any of the following:
- 1) Residential development.
  - 2) Self-storage facilities or mini warehouse facilities.
  - 3) Automotive service stations.
  - 4) car wash facilities.
  - 5) Commodity scrap processing.
  - 6) Convenience food and beverage store.
  - 7) Gasoline station.
  - 8) Package liquor store.
  - 9) Recycling facility.
  - 10) Cash advance lender, pay-day lender, title-loan lender, or similar project.
  - 11) Any cannabis facility authorized under the Compassionate Use of Medical Cannabis Program Act or under the Cannabis Regulation and Tax Act.
  - 12) Any adult-entertainment venue, including adult bookstores.
  - 13) Wind or solar energy project.
- G. TIF Districts. No project may receive an abatement under this IGA if it is located within a project redevelopment area created under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/74.4-1 et seq.)
- H. Limits on relocation.
- 1) No project may receive an abatement under this IGA if that project terminates operation in one Designating Unit and initiates operations in another Designating Unit unless the Zone Administrator finds that the terminated location contained inadequate space, had become economically obsolete, or was no longer a viable location for the project.
  - 2) For the purpose of this section, of this paragraph, termination means a closing of a project that is directly related to the opening of the same operation or like project owned or operated by more than 50% of the original ownership.
- I. Library levies. Taxes levied by a municipality for a public library under the Illinois Local Library Act (75 ILCS 5/) will not be abated under this IGA unless that public library agrees to abate by separate resolution.

J. Local Labor requirements.

- 1) If the costs for the New Improvements will exceed \$4 million, then to be eligible for an abatement under this IGA, the Grantee must submit a Local-Labor plan to the EDC before the construction or renovation of the improvements. The Local-Labor plan must provide for:
  - a. The equitable opportunity for local labor contractors with apprenticeship programs to submit bids for the skilled craft work required for the New Improvements.
  - b. The planned use of at least 80% Local Labor by any non-local contractor who is awarded work related to the New Improvements.
- 2) The Zone Administrator may waive the requirement for a Local-Labor plan if the Grantee can show that any or all of the following conditions apply:
  - a. Certain required skilled resources are not sufficiently available in the Local Labor Market Area.
  - b. An awarded bid to a lower cost resource provider requires the use of non-Local Labor in order to meet bid requirements.
  - c. The requirement for the use of Local Labor would be prohibited by any applicable government-funding requirements or would otherwise be unlawful.
- 3) For the purpose of this section "Local Labor" means any worker whose primary residence is located within the Local Labor Market Area as established for the Bloomington Normal Enterprise Zone application.

K. Application.

- 1) All Grantees requesting an abatement under this IGA must apply to the Zone Administrator. The applications must be in the form and manner determined by the Zone Administrator.
- 2) The Zone Administrator will evaluate all applications and determine whether the project meets the requirements for the abatement.
- 3) The Zone Administrator shall notify each party whether an application is approved or denied.

**Section 9. PERFORMANCE MONITORING PROCESS**

- A. The Zone Administrator is hereby authorized to execute the incentive agreement on behalf of each Designating Unit and Participating Taxing Body. Before receiving any abatement or incentive under section 8, each Grantee must execute a incentive agreement with each Designating Unit providing the incentive. This incentive agreement will outline the projected number of jobs to be created or retained by the Project and the capital investment for the Project. The incentive agreement must require the Grantee to maintain a

minimum of 80% of the employment levels at that location as described in the incentive agreement for the Abatement Period. At the discretion of the Zone Administrator, with the advice of the Enterprise Zone Advisory Board, failure to maintain the required employment levels may result in the immediate termination of remaining abatement or the repayment of previously received incentives.

- B. The Zone Administrator will annually monitor the performance of the Grantee in order to ensure compliance with the incentive agreement.
- C. The Zone Administrator shall inform the Grantee of required enterprise zone-related, State of Illinois reporting requirements. Failure to report Enterprise Zone benefits as required by the Illinois Department of Revenue or other state agencies may result in termination of all locally designated Bloomington Normal Enterprise Zone benefits.
- D. As set forth in this subsection, the Zone Administrator, with advice of the Enterprise Zone Advisory Board may waive enforcement of any performance measures outlined in the incentive agreement if the Grantee to maintains a minimum of 80% of the employment levels at that location as described in the incentive agreement for the Abatement Period. If the Grantee falls below the 80% employment level the Zone Administrator, with advice of the Enterprise Zone Advisory Board and after the notice required below, may waive enforcement of any performance measures outlined in the incentive agreement based on a finding that the waiver is necessary to avert an imminent, demonstrable and material hardship to the entity that may result in such entity's insolvency or discharge of workers. Before any such waiver, the Zone Administrator must give at least thirty (30) days written notice to the taxing bodies where the Grantee's project is located. The Zone Administrator may proceed with the proposed waiver so long as none of the taxing bodies send notice back objecting to the waiver. The top administrative official of each taxing body is empowered to determine whether an objection should be made on behalf of his or her taxing body and are authorized to provide notice of any objections.
- E. The Zone Administrator shall be responsible for enforcing all executed incentive agreements and taking actions to enforce and/or terminate said incentive agreements for default, upon the advice and consent of the Enterprise Zone Advisory Board.

**Section 10. LIMITS ON TAX OBJECTIONS.** Grantee may not file a tax objection or protest to reduce the amount of property taxes incurred on the project property receiving an abatement under this IGA during the Abatement Period. If any such objection or protest is filed, then the abatement will immediately terminate and the abatement and/or grant claw back procedures under Section 9 will apply.

**Section 11. TERM.** This IGA, as amended, becomes effective on the date of its execution by all Designating Units of Government and upon approval and certification by the Illinois Department of Commerce and Economic Opportunity, according to law. This IGA, as amended, will remain in effect until the termination or decertification of the Zone.

The parties are signing this agreement as of the date set forth in the Introductory clause.

**County of Ford**

By: \_\_\_\_\_  
County Board Chairman

**ATTEST:**

By: \_\_\_\_\_  
County Clerk

**City of Bloomington**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**Town of Normal**

By: \_\_\_\_\_  
Town President

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**County of McLean**

By: \_\_\_\_\_  
County Board Chairman

**ATTEST:**

By: \_\_\_\_\_  
County Clerk

**City of Gibson City**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**EXHIBIT A  
ZONE PROPERTY**

**DRAFT**

**RESOLUTION TO AUTHORIZE THE UPGRADING OF  
CYBERSECURITY FOR FORD COUNTY OFFICES**

21 -

**WHEREAS**, the Ford County Board has been informed it is necessary to improve the cybersecurity of Ford County's computer system; and

**WHEREAS**, the Ford Information and Technology Committee has reviewed a plan to improve the cybersecurity of Ford County's computer system; and

**WHEREAS**, the Ford County Board recognizes the threat posed to the offices and assets of Ford County should a successful cyberattack occur.

**NOW THEREFORE BE IT RESOLVED** that the Ford County Board does hereby authorize the expenditure of not more than \$30,000.00 for payment to its providers for improvement of Ford County's Cybersecurity.

**FURTHER IT IS RESOLVED** that the Ford County Board does hereby reserve the right to seek reimbursement for funds expended to improve Ford County's cybersecurity through funds acquired under the American Rescue Plan Act, should it choose to do so and said expenditures qualify for reimbursement.

Approved at the Ford County Board Meeting held on September 13, 2021

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Debbie Smith  
Ford County Board Chairman

Attest: \_\_\_\_\_

Amy Frederick  
Ford County Clerk & Recorder

## **AGREEMENT 21 -**

Between Ford County Board and The Ford County Soil & Water Conservation Dist.

**WHEREAS**, The Ford County Soil & Water Conservation District would like to receive a contribution of \$7,000 to help support the district programs and outreach activities; and

**WHEREAS**, The Ford County Board, because of its interest, is willing to make a \$7,000 contribution to The Ford County Soil & Water Conservation District to partially meet the cost to help support the district programs and outreach activities; and

**THEREFORE**, it is hereby agreed by and between The Ford County Board and The Ford County Soil & Water Conservation District as follows:

1. During the period of twelve months beginning with December 1, 2021, and ending with November 30, 2022 (Fiscal Year 2022), The Ford County Board will contribute to The Ford County Soil & Water Conservation District to help support the district programs and outreach activities the sum of \$7,000, to be paid as one payment of \$7,000.
2. The Ford County Soil & Water Conservation District hereby agrees to accept said contribution to partially meet the cost to help support the district programs and outreach activities during said period in the amount at least equivalent to said sum paid it by The Ford County Board.
3. It is understood between Ford County Board and The Ford County Soil & Water Conservation District that the said contribution to be made to The Ford County Soil & Water Conservation by The Ford County Board will be used along with other funds to meet the cost to help support the district programs and outreach activities in the state of Illinois during said twelve months' period.

Passed at a County Board meeting this 13<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Debbie Smith, Ford County Board Chairman

Attest: \_\_\_\_\_  
Amy Frederick, Ford County Clerk & Recorder





Extension

COLLEGE OF AGRICULTURAL, CONSUMER & ENVIRONMENTAL SCIENCES

AGREEMENT

Between Ford County Board (hereinafter, for brevity, termed "Grantor") and The Board of Trustees of the University of Illinois, a public corporation, acting through University of Illinois Extension, College of Agricultural, Consumer and Environmental Sciences (hereinafter, for brevity, termed "University").

WHEREAS, University, under any by virtue of both state and federal legislation, is in charge of cooperative extension work carried on in the state of Illinois under the Smith-Lever Act and all amendments thereto; and

WHEREAS, Grantor is vitally interested in said work being carried on in the University of Illinois Extension Unit at Ford County and the expansion thereof so as to meet the needs of citizens interested in said Unit; and

WHEREAS, Grantor, because of its interest, is willing to make a contribution to University to partially meet the cost of carrying on and expanding said work in said Unit:

THEREFORE, it is hereby agreed by and between Grantor and University as follows:

- 1. For and during the period of twelve months beginning with July 1, 2021, and ending with June 30, 2022, Grantor will contribute to University for the carrying on of cooperative extension work by University in said Unit the sum of \$ 50,000, to be paid by Grantor to University in Quarterly, Monthly, X Annual payments of \$ 50,000. All payments to be completed by June 30, 2022.
2. University hereby agrees to accept said contribution to the cost of conduction and carrying on said work in said Unit during said period of twelve months, and hereby agrees that it will expend in said Unit in carrying on such work during said period an amount at least equivalent to said sum paid it by Grantor.
3. University further agrees that during said period it will meet the cost of said work, which includes, but is not restricted to, salaries of its personnel, office space and facilities, secretarial help and transportation for such personnel needed to carry on the cooperative extension work in said Unit at least up to the extent local funds may be made available to the University through the extension Unit council.

# **I ILLINOIS**

## Extension

### **COLLEGE OF AGRICULTURAL, CONSUMER & ENVIRONMENTAL SCIENCES**

4. It is understood between Grantor and University that the said contribution to be made to University by Grantor will be used along with public and other funds available to University for carrying on said work in the state of Illinois during said twelve months' period, a portion of which will be allocated by University to carrying on said work in said Unit during said period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

GRANTOR

Ford County Board  
200 W. State  
Paxton, IL 60957

By \_\_\_\_\_  
(Authorized Signature)

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
Through University of Illinois Extension, College of Agricultural, Consumer and Environmental Sciences

\_\_\_\_\_  
Regional Director  
University of Illinois Extension

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director or Designee  
University of Illinois Extension

\_\_\_\_\_  
Date

\*Standard form approved by Legal Counsel 7/20/93

02/25/2021:hc

## **RESOLUTION 21 -**

**WHEREAS**, there currently being a vacancy of one or more part-time &/or full-time position in the Supervisor of Assessment's Office; and

**WHEREAS**, due to Resolution 15-14 - Resolution of the Ford County Board Enforcing a Hiring Freeze, it is necessary to receive approval to hire; and

**WHEREAS**, approval and authorization of the Insurance & Personnel and the Finance Committees was sought; and

**WHEREAS**, one or more part-time &/or full-time position will be allowed to be filled; and

**WHEREAS**, that said position will be paid from the following funds:

50% of the Supervisor of Assessment's General Fund - No. 01-59-400.6  
and

50% of the Supervisor of Assessment's GIS Fund - No. 86-00-400.6

**WHEREAS**, the position has been previously budgeted for in the FY 2021 Budget.

**BE IT FURTHER RESOLVED**, that the Supervisor of Assessment be authorized to hire one or more part-time &/or full-time employee at the Deputy level according to the FY 2021 Longevity Schedule.

Dated: Spetember 13, 2021

\_\_\_\_\_  
Debbie Smith  
Ford County Board Chairman

Attested: \_\_\_\_\_  
Amy Frederick  
Ford County Clerk & Recorder

**RESOLUTION 21 -  
Amendment to Resolution 20 - 80**

**SALARY INCREASES FOR THE CHIEF PROBATION OFFICER, EMA COORDINATOR & EMA ASST. COORDINATOR, SHERIFF'S ADMINISTRATIVE ASSISTANT, STATE'S ATTORNEY PARALEGAL, SUPERVISOR OF ASSESSMENTS, SOA CHIEF DEPUTY, JUDGE'S CHIEF DEPUTY, ZONING OFFICER, ASST. PUBLIC DEFENDER AND SALARY INCREASE FOR HOURLY EMPLOYEES FOR 2020 - 2021**

**WHEREAS**, the Finance Committee has met and approved raises for various positions; and

**WHEREAS**, these raises reflect a consistent policy; and

**WHEREAS**, that the following salaries become effective beginning December 1, 2020.

Chief Probation Officer	\$59,571.20
EMA Coordinator	\$10,000.00
EMA Asst. Coordinator	\$ 3,500.00
Sheriff Administrative Asst.	\$40,743.42
State's Attorney Paralegal	\$41,360.00
Supervisor of Assessments	\$57,000.00
SOA Chief Deputy	\$40,000.00
Judge's Chief Deputy	\$39,245.00
Zoning Officer	\$14,500.00
Asst. Public Defender	\$10,000.00

The following positions will start at:

I.C.E. Student (less than 650 hours)	follow current minimum wage chart for youths (under 18)
I.C.E. Students (more than 650 hours)	follow current minimum wage chart

**BE IT RESOLVED AS AMENDED**, that hourly employees currently serving 2 – 4 years shall receive \$ .50 per hour increase and employees currently serving 5+ years shall receive \$1.00 per hour increase which shall become effective on September 13, 2021.

Date: September 13, 2021

\_\_\_\_\_  
Debbie Smith  
Ford County Board Chairman

ATTEST: \_\_\_\_\_  
Amy Frederick  
Ford County Clerk & Recorder

**CURRENT FY 2021 INCREASE SEPT. 13, 2021**

**Ford County Longevity Schedule**

2020 - 2021	\$ 0.50	\$ 1.00
Years		

Job Title	Assistant Deputy	Chief Deputy	Highway Office	Assistant Custodian	Bailiff	Physical Plant Supervisor	Maintenance Worker	Maintenance Operator	Engineering Tech	Maintenance Foreman	Assistant Engineer
0	\$ 12.00	\$ 12.50	\$ 13.00	\$ 12.50	\$ 14.25	\$ 15.25	\$ 15.75	\$ 16.50	\$ 16.50	\$ 17.25	\$ 19.75
0.25	\$ 12.25	\$ 12.75	\$ 13.25	\$ 12.75	\$ 14.50	\$ 15.50	\$ 16.00	\$ 16.75	\$ 16.75	\$ 17.50	\$ 20.00
1	\$ 12.75	\$ 13.25	\$ 13.75	\$ 13.25	\$ 15.00	\$ 16.00	\$ 16.50	\$ 17.25	\$ 17.25	\$ 18.00	\$ 20.50
2	\$ 13.39	\$ 13.90	\$ 14.40	\$ 13.90	\$ 15.67	\$ 16.68	\$ 17.18	\$ 17.94	\$ 17.94	\$ 18.70	\$ 21.23
3	\$ 13.53	\$ 14.04	\$ 14.55	\$ 14.04	\$ 15.83	\$ 16.85	\$ 17.36	\$ 18.13	\$ 18.13	\$ 18.90	\$ 21.45
4	\$ 13.68	\$ 14.19	\$ 14.71	\$ 14.19	\$ 16.00	\$ 17.03	\$ 17.55	\$ 18.33	\$ 18.33	\$ 19.10	\$ 21.68
5	\$ 14.32	\$ 14.84	\$ 15.37	\$ 14.84	\$ 16.67	\$ 17.72	\$ 18.24	\$ 19.02	\$ 19.02	\$ 19.81	\$ 22.42
6	\$ 14.47	\$ 14.99	\$ 15.52	\$ 14.99	\$ 16.84	\$ 17.90	\$ 18.43	\$ 19.22	\$ 19.22	\$ 20.01	\$ 22.65
7	\$ 14.61	\$ 15.15	\$ 15.68	\$ 15.15	\$ 17.02	\$ 18.09	\$ 18.62	\$ 19.42	\$ 19.42	\$ 20.22	\$ 22.89
8	\$ 14.76	\$ 15.30	\$ 15.84	\$ 15.30	\$ 17.19	\$ 18.27	\$ 18.81	\$ 19.62	\$ 19.62	\$ 20.43	\$ 23.13
9	\$ 14.92	\$ 15.46	\$ 16.01	\$ 15.46	\$ 17.37	\$ 18.46	\$ 19.01	\$ 19.83	\$ 19.83	\$ 20.65	\$ 23.38
10	\$ 15.07	\$ 15.62	\$ 16.17	\$ 15.62	\$ 17.55	\$ 18.66	\$ 19.21	\$ 20.03	\$ 20.03	\$ 20.86	\$ 23.62
11	\$ 15.22	\$ 15.78	\$ 16.34	\$ 15.78	\$ 17.73	\$ 18.85	\$ 19.41	\$ 20.24	\$ 20.24	\$ 21.08	\$ 23.87
12	\$ 15.38	\$ 15.94	\$ 16.51	\$ 15.94	\$ 17.92	\$ 19.05	\$ 19.61	\$ 20.46	\$ 20.46	\$ 21.30	\$ 24.12
13	\$ 15.54	\$ 16.11	\$ 16.68	\$ 16.11	\$ 18.10	\$ 19.24	\$ 19.81	\$ 20.67	\$ 20.67	\$ 21.53	\$ 24.38
14	\$ 15.70	\$ 16.27	\$ 16.85	\$ 16.27	\$ 18.29	\$ 19.45	\$ 20.02	\$ 20.89	\$ 20.89	\$ 21.75	\$ 24.63
15	\$ 15.86	\$ 16.44	\$ 17.03	\$ 16.44	\$ 18.48	\$ 19.65	\$ 20.23	\$ 21.11	\$ 21.11	\$ 21.98	\$ 24.89
16	\$ 16.02	\$ 16.61	\$ 17.20	\$ 16.61	\$ 18.67	\$ 19.85	\$ 20.44	\$ 21.33	\$ 21.33	\$ 22.21	\$ 25.16
17	\$ 16.19	\$ 16.78	\$ 17.38	\$ 16.78	\$ 18.87	\$ 20.06	\$ 20.66	\$ 21.55	\$ 21.55	\$ 22.44	\$ 25.42
18	\$ 16.36	\$ 16.96	\$ 17.56	\$ 16.96	\$ 19.07	\$ 20.27	\$ 20.87	\$ 21.78	\$ 21.78	\$ 22.68	\$ 25.69
19	\$ 16.52	\$ 17.13	\$ 17.74	\$ 17.13	\$ 19.26	\$ 20.48	\$ 21.09	\$ 22.00	\$ 22.00	\$ 22.92	\$ 25.96
20	\$ 16.70	\$ 17.31	\$ 17.93	\$ 17.31	\$ 19.47	\$ 20.70	\$ 21.31	\$ 22.24	\$ 22.24	\$ 23.16	\$ 26.24
21	\$ 16.87	\$ 17.49	\$ 18.11	\$ 17.49	\$ 19.67	\$ 20.91	\$ 21.54	\$ 22.47	\$ 22.47	\$ 23.40	\$ 26.51
22	\$ 17.04	\$ 17.67	\$ 18.30	\$ 17.67	\$ 19.87	\$ 21.13	\$ 21.76	\$ 22.71	\$ 22.71	\$ 23.65	\$ 26.79
23	\$ 17.22	\$ 17.86	\$ 18.49	\$ 17.86	\$ 20.08	\$ 21.35	\$ 21.99	\$ 22.94	\$ 22.94	\$ 23.90	\$ 27.08
24	\$ 17.40	\$ 18.04	\$ 18.68	\$ 18.04	\$ 20.29	\$ 21.58	\$ 22.22	\$ 23.19	\$ 23.19	\$ 24.15	\$ 27.37
25	\$ 17.58	\$ 18.23	\$ 18.88	\$ 18.23	\$ 20.50	\$ 21.80	\$ 22.45	\$ 23.43	\$ 23.43	\$ 24.40	\$ 27.66
26	\$ 17.76	\$ 18.42	\$ 19.08	\$ 18.42	\$ 20.72	\$ 22.03	\$ 22.69	\$ 23.68	\$ 23.68	\$ 24.66	\$ 27.95
27	\$ 17.94	\$ 18.61	\$ 19.27	\$ 18.61	\$ 20.94	\$ 22.26	\$ 22.93	\$ 23.93	\$ 23.93	\$ 24.92	\$ 28.24
28	\$ 18.13	\$ 18.80	\$ 19.47	\$ 18.80	\$ 21.15	\$ 22.50	\$ 23.17	\$ 24.18	\$ 24.18	\$ 25.19	\$ 28.54
29	\$ 18.32	\$ 19.00	\$ 19.68	\$ 19.00	\$ 21.38	\$ 22.73	\$ 23.41	\$ 24.43	\$ 24.43	\$ 25.45	\$ 28.85
30	\$ 18.51	\$ 19.20	\$ 19.88	\$ 19.20	\$ 21.60	\$ 22.97	\$ 23.66	\$ 24.69	\$ 24.69	\$ 25.72	\$ 29.15

IDOL ▶ Laws and Rules ▶ Fair Labor Standards Division ▶ Hourly Minimum Wage Rates by Year



### Hourly Minimum Wage Rates by Year

#### Pursuant to Public Act 101-0001

- New employees (first 90 days of employment) over the age of 18 may be paid up to 50 cents less per hour.
- **Beginning, January 1, 2020, if a worker under 18 works more than 650 hours for the employer during any calendar year, they must be paid the regular (over 18 wage).**
- Tipped employees may be paid 60% of the hourly minimum wage.
- Certain employees must be paid overtime, at time and one-half of the regular rate, after 40 hours of work in a workweek.

CHILD LABOR LAW

DAY AND TEMPORARY  
LABOR SERVICES ACT

DAY AND TEMPORARY  
LABOR SERVICES ACT  
AMENDMENTS

DAY & TEMPORARY  
LABOR SERVICE AGENCY  
REGISTRATION

EMPLOYMENT  
CERTIFICATES FOR  
MINORS

FAIR LABOR STANDARDS  
ACT (FLSA) EXEMPTIONS

HOURLY MINIMUM WAGE  
RATES BY YEAR

MINIMUM WAGE LAW

ONE DAY REST IN SEVEN  
ACT (ODRISA)

ODRISA PERMIT  
APPLICATION

SCHOOL VISITATION

Illinois State Minimum Wage Chart

Year	Minimum Wage	Tipped	Youths (under 18) (working less than 650 hours per calendar year)
1/1/20	\$9.25	\$5.55	\$8
7/1/20	\$10	\$6	\$8
1/1/21	\$11	\$6.60	\$8.50
1/1/22	\$12	\$7.20	\$9.25
1/1/23	\$13	\$7.80	\$10.50
1/1/24	\$14	\$8.40	\$12
1/1/25	\$15	\$9	\$13

Illinois Minimum Wage Rates History: [Click Here](#)



**GOODIN**  
**ASSOCIATES**  
LTD

3473 S. Illinois Ave.  
Carbondale, IL. 62903

Phone (618) 549-0286  
Fax (618) 549-0675

## Estimate

Andrew Killian  
Ford County State's Attorney  
200 W State Room 204  
Paxton IL 60957

**Job:** 08.2021 PCJ Prosecutor ...  
**Est. #:** 1186  
**Date:** 8/31/2021  
**Rep:** kmf

Description	Qty	Unit	Cost	Total
<b>PC JIMS PROSECUTOR 1-2</b>				
<b>LICENSE</b>				
PC JIMS Prosecutor license/Server Component - Includes PC JIMS Prosecutor Document/Form Generator - Allows users to easily create custom templates for subpoenas, notices, charging documents & form letters. - Creation and modification of templates can be done by GAL on a billable basis if requested by Client.	1		11,000.00	11,000.00
PC JIMS Prosecutor license/PC -- PCs 1-3 - Note: Judici subscriptions can provide access to non-public information from www.judici.com if the court uses the Extended Access service. - Note: PC JIMS IMAGING is separately and contractually licensed. It is NOT automatically included with the purchase of any other PC JIMS product.	2		1,800.00	3,600.00
PC JIMS Prosecutor license/PC -- PCs 4-8	0		1,500.00	0.00
Subtotal, License				14,600.00
<b>SERVICE ACTIVATION</b>				
Integrated Judici Access- one-time activation fee - Allows each licensed copy of a specified PC JIMS case management system to search and display Judici.com data from all participating courts ( <a href="https://www.judici.com/courts/court_list.jsp">https://www.judici.com/courts/court_list.jsp</a> ) for a specified individual.			975.00	975.00
Subtotal, Activation				975.00
<b>ANNUAL MAINTENANCE/SERVICE</b>				
PC JIMS Prosecutor maintenance/Server Component	1	Yr.	2,040.00	2,040.00
PC JIMS Prosecutor maint/PC -- PCs 1-3	2	Yr.	324.00	648.00
PC JIMS Prosecutor maint/PC -- PCs 4-8	0	Yr.	270.00	0.00
Integrated Judici Access, recurring service fee	1	Yr.	348.00	348.00
Subtotal, Annual Maintenance/Service				3,036.00
<b>IMPLEMENTATION &amp; TRAINING</b>				
Labor - to remotely assist a designated person in the installation of purchased licenses on existing hardware.	1	hr	95.00	95.00
Online training	8	hr	95.00	760.00
Subtotal, Implementation & Training				855.00
NOTE: You will only be invoiced for actual costs.				
See PC requirements for PC JIMS software at <a href="http://support.goodinassociates.com/5005">support.goodinassociates.com/5005</a>				
THIS IS NOT AN INVOICE. PLEASE DO NOT SEND PAYMENT WITH RETURN OF SIGNED ESTIMATE.			<b>Total</b>	



**GOODIN ASSOCIATES LTD**

3473 S. Illinois Ave.  
Carbondale, IL. 62903

Phone (618) 549-0286  
Fax (618) 549-0675

## Estimate

Andrew Killian  
Ford County State's Attorney  
200 W State Room 204  
Paxton IL 60957

**Job:** 08.2021 PCJ Prosecutor ...  
**Est. #:** 1186  
**Date:** 8/31/2021  
**Rep:** kmf

Description	Qty	Unit	Cost	Total
<p>NOTE:</p> <ul style="list-style-type: none"> <li>~ PC JIMS Prosecutor requires that the Circuit Clerk agree to let your office store your data on their iSeries/AS400 system.</li> <li>~ Getting data FROM the Circuit Clerk: PC JIMS Prosecutor not only lets you see everything you are used to seeing from the Circuit Clerk's database, it also provides you the ability to import a case so that you do not need to re-enter it when recording victim information, police reports, and so on.</li> <li>~ If you would like to automate the import of ALL your open cases, Goodin Associates can include a cost to do so.</li> <li>~ Getting data TO the Circuit Clerk: PC JIMS Prosecutor also provides you the ability to send charging (case, defendant, charge and custody) data to the Circuit Clerk. The screens which let the Clerk review and accept/reject such data are in PC JIMS Courts (required for the Clerk to receive PC JIMS Prosecutor data).</li> <li>~ No cost for hardware or networking beyond what is specifically indicated in this estimate is included.</li> <li>~ While no cost for the conversion of existing data for use by PC JIMS Prosecutor is included in this estimate, it is our understanding that none would be required.</li> </ul> <p>PLEASE CONTACT YOUR CIRCUIT CLERK. Implementation requires their authorization to store your data on their iSeries400 system and to connect to their network. No costs for this connectivity, hardware or otherwise, are included in this estimate.</p> <p>Circuit Clerk's signature:</p> <hr/> <p>~ By signing here, I certify that I am a duly appointed and authorized representative of the Circuit Clerk of the county identified in this estimate, and have full power and authority to grant use of the Circuit Clerk's iSeries400 for the purposes set forth in this estimate.</p> <p><b>PAYMENT PLAN</b></p> <p>By signing below, you agree to the following payment plan: All costs associated with this estimate, with exception to the LICENSE costs, will be due within 45 days of invoice receipt. The LICENSE costs are to be paid in 36 consecutive monthly installments of \$406.00, until such time as the \$14,600.00 is paid off. These payments will be interest free, and will begin within 45 days of invoice receipt. This payment plan is subject to the following terms and conditions:</p> <ul style="list-style-type: none"> <li>- any payment outstanding on its due date is delinquent and subject to a \$25.00 late fee.</li> <li>- payments remaining delinquent for an additional 45 days are subject to referral to a collection agency.</li> <li>- you will bear any reasonable collection costs incurred by Goodin Associates with respect to such a referral, such as court costs and attorneys' fees.</li> <li>- the software purchased under this agreement will deactivate in the event that payment is delinquent on three or more installment invoices. You agree to provide the necessary cooperation to make this happen.</li> </ul>				
<p style="text-align: center;">THIS IS NOT AN INVOICE. PLEASE DO NOT SEND PAYMENT WITH RETURN OF SIGNED ESTIMATE.</p>	<b>Total</b>			





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## Estimate

Andrew Killian  
Ford County State's Attorney  
200 W State Room 204  
Paxton IL 60957

**Job:** 08.2021 PCJ Prosecutor ...  
**Est. #:** 1186  
**Date:** 8/31/2021  
**Rep:** kmf

Description	Qty	Unit	Cost	Total
<p>Sign here and fax back to (618) 549-0675 to authorize us to proceed.</p> <hr/> <p>~ By signing here, I certify that I am a duly appointed and authorized representative of the Client identified in this Estimate, and have full power and authority to bind the Client to the terms thereof.</p> <p>~ If this Estimate includes licenses for additional copies of a software system licensed under an existing licensing and maintenance agreement between the Client identified in this Estimate and Goodin Associates, Ltd., I acknowledge and agree that such additional copies are subject to the terms and conditions set forth in those agreements.</p> <p>~ I also recognize that the GAL software license/maintenance prices (if any) shown on this estimate are valid only if applicable license/maintenance agreements are executed within six months of the estimate date.</p> <p>~ Prices stated for products other than GAL software are estimates, and are subject to change. GAL reserves the right to change any hardware to meet the requirements of GAL software. Additional costs may be identified after a complete site analysis.</p> <p>~ Product warranties are agreements directly between a warranty provider and our client. If a client chooses to involve Goodin Associates in resolving a problem, we may need to bill for our effort. Also, we strongly encourage clients to contact warranty providers well before the expiration of a warranty in order to see about extending it.</p> <p>~ The performance of GAL PC programs depends on many factors, and is somewhat subjective. The hardware and system configurations described at <a href="http://support.goodinassociates.com/pc-software-requirements">support.goodinassociates.com/pc-software-requirements</a> may not ensure performance speeds which meet any given person's expectations. For this reason, we ask all clients considering purchase of our PC software to judge for themselves before making a decision about purchasing the software or other hardware.</p> <p>~ Computer and network security is a complex field, and security threats are constantly changing. As such, Goodin Associates Ltd. expressly disclaims all warranties of any kind, expressed or implied, including without limitation any warranty of the resistance of any computer or network to unauthorized access.</p>				
<p>THIS IS NOT AN INVOICE. PLEASE DO NOT SEND PAYMENT WITH RETURN OF SIGNED ESTIMATE.</p>	<b>Total</b>			\$19,466.00



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**Estimate**

Ford County Public Defender  
200 West State Street  
Room 203  
Paxton, IL 60957

**Job:** 08.2021 PCJ PubDef 1  
**Est. #:** 4206  
**Date:** 8/31/2021  
**Rep:** kmf

Description	Qty	Unit	Cost	Total
<b>PC JIMS PUBLIC DEFENDER 1</b>				
<b>LICENSE</b>				
License Contract -- JIMS Public Defender [Server Component] ~Includes the PC JIMS Public Defender Document/Form Generator - Allows users to easily create custom templates for notices, documents & form letters. - Creation and modification of templates can be done by GAL on a billable basis if requested by the client.	1		4,525.00	4,525.00
PC JIMS Public Defender license/PC -- PCs 1-3 - Note: Get a free Judici subscription which can provide access to non-public information from www.judici.com. - Note: PC JIMS IMAGING is separately and contractually licensed. It is NOT automatically included with the purchase of any other PC JIMS product.	1		900.00	900.00
PC JIMS Public Defender license/PC -- PCs 4-8	0		750.00	0.00
PC JIMS Public Defender license/PC -- PCs 9 & up	0		600.00	0.00
Subtotal, License				5,425.00
<b>ONE-TIME SERVICE ACTIVATION</b>				
Integrated Judici Access- one-time activation fee - Integrated Judici Access allows each licensed copy of the GAL PC-based case management system to search and display Judici.com data from all participating courts ( <a href="https://www.judici.com/courts/court_list.jsp">https://www.judici.com/courts/court_list.jsp</a> ) for a specified individual.	1		975.00	975.00
Subtotal, One-Time Service Activation				975.00
<b>ANNUAL MAINTENANCE/SERVICE</b>				
Maintenance -- JIMS Public Defender [Server Component]	1	Yr.	672.00	672.00
PC JIMS Public Defender maint/PC -- PCs 1-3 (1 year per license)	1	Yr.	162.00	162.00
PC JIMS Public Defender maint/PC -- PCs 4-8	0	Yr.	132.00	0.00
PC JIMS Public Defender maint/PC -- PCs 9 & up	0	Yr.	108.00	0.00
Integrated Judici Access, recurring service fee	1	Yr.	348.00	348.00
Subtotal, Annual Maintenance/Service				1,182.00
<b>IMPLEMENTATION &amp; TRAINING</b>				
Labor - to remotely assist a designated person in the installation of purchased licenses on existing hardware.	1	hr	95.00	95.00
Online training	2	hr	95.00	190.00
Subtotal, Implementation & Training				285.00
While the conversion of existing data is not included in this proposal, Goodin Associates has been made to understand that none would be required by the client.				
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## Estimate

Ford County Public Defender  
200 West State Street  
Room 203  
Paxton, IL 60957

**Job:** 08.2021 PCJ PubDef 1  
**Est. #:** 4206  
**Date:** 8/31/2021  
**Rep:** kmf

Description	Qty	Unit	Cost	Total
<p>PLEASE CONTACT YOUR CIRCUIT CLERK. Implementation requires their authorization to store your data on their iSeries400 system and to connect to their network. No costs for this connectivity, hardware or otherwise, are included in this estimate.</p> <p>Circuit Clerk's signature:</p> <hr/> <p>~ By signing here, I certify that I am a duly appointed and authorized representative of the Circuit Clerk of the county identified in this estimate, and have full power and authority to grant use of the Circuit Clerk's iSeries400 for the purposes set forth in this estimate.</p> <p>By signing below, you agree to the following payment plan: All costs associated with this estimate, with exception to the LICENSE costs, will be due within 45 days of invoice receipt. The LICENSE costs are to be paid in 36 consecutive monthly installments of \$151, until such time as the \$5,425 is paid off. These payments will be interest free, and will begin within 45 days of invoice receipt. This payment plan is subject to the following terms and conditions:</p> <ul style="list-style-type: none"> <li>- any payment outstanding on its due date is delinquent and subject to a \$25.00 late fee.</li> <li>- payments remaining delinquent for an additional 45 days are subject to referral to a collection agency.</li> <li>- you will bear any reasonable collection costs incurred by Goodin Associates with respect to such a referral, such as court costs and attorneys' fees.</li> <li>- the software purchased under this agreement will deactivate in the event that payment is delinquent on three or more installment invoices. You agree to provide the necessary cooperation to make this happen.</li> </ul>				
<p style="text-align: center;">THIS IS NOT AN INVOICE. PLEASE DO NOT SEND PAYMENT WITH RETURN OF SIGNED ESTIMATE.</p>	<b>Total</b>			



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## Estimate

Ford County Public Defender  
200 West State Street  
Room 203  
Paxton, IL 60957

**Job:** 08.2021 PCJ PubDef 1  
**Est. #:** 4206  
**Date:** 8/31/2021  
**Rep:** kmf

Description	Qty	Unit	Cost	Total
<p>Sign here and fax back to (618) 549-0675 to authorize us to proceed.</p> <hr/> <p>~ By signing here, I certify that I am a duly appointed and authorized representative of the Client identified in this Estimate, and have full power and authority to bind the Client to the terms thereof.</p> <p>~ If this Estimate includes licenses for additional copies of a software system licensed under an existing licensing and maintenance agreement between the Client identified in this Estimate and Goodin Associates, Ltd., I acknowledge and agree that such additional copies are subject to the terms and conditions set forth in those agreements.</p> <p>~ I also recognize that the GAL software license/maintenance prices (if any) shown on this estimate are valid only if applicable license/maintenance agreements are executed within six months of the estimate date.</p> <p>~ Prices stated for products other than GAL software are estimates, and are subject to change. GAL reserves the right to change any hardware to meet the requirements of GAL software. Additional costs may be identified after a complete site analysis.</p> <p>~ Product warranties are agreements directly between a warranty provider and our client. If a client chooses to involve Goodin Associates in resolving a problem, we may need to bill for our effort. Also, we strongly encourage clients to contact warranty providers well before the expiration of a warranty in order to see about extending it.</p> <p>~ The performance of GAL PC programs depends on many factors, and is somewhat subjective. The hardware and system configurations described at <a href="http://www.goodinassociates.com/support/pc_configuration/jpc_config_req.jsp">http://www.goodinassociates.com/support/pc_configuration/jpc_config_req.jsp</a> may not ensure performance speeds which meet any given person's expectations. For this reason, we ask all clients considering purchase of our PC software to judge for themselves before making a decision about purchasing the software or other hardware.</p>				
<p>THIS IS NOT AN INVOICE. PLEASE DO NOT SEND PAYMENT WITH RETURN OF SIGNED ESTIMATE.</p>	<b>Total</b>			\$7,867.00

# PC JIMS PROSECUTOR

Integrated Case Management for State's Attorneys

## COMPANY PROFILE

Goodin Associates, Ltd. was formed in 1986 as a software and support provider to the courts. Since then, its JIMS (Judicial Information Management Software) has been chosen by 75+ Illinois counties. PC JIMS PROSECUTOR, running on Windows, was developed to serve the needs of Illinois State's Attorneys as part of our integrated suite of applications for the justice system.

## Initiate, build and maintain investigations and cases

- Open a list of all your recently accessed investigations and cases with a click.
- Or search by name, case number, police report ID, ticket number.
- View, import or update existing data from the Clerk's system
  - Cases, litigants, attorneys, officers, charge tables
  - Existing charges, dispositions, sentences
  - Client balances across all cases and last payment date
- Access all records from the Case Hub. **State's Attorney data shows blue. Clerk data shows green.**

	Litigant Name Offense	DOB	Inv ID	Inv Type	Prosecuting Attorney Defense Attorney	Filed Offense	Opened Closed	Victims	Case Status	Police Ticket
2014-CM-000062	Kelly, Jaime	07/03/1990	2809		Abel, Gregory D	12/16/2014	12/16/2014	1	Charge Filed	
D-001	Status hearing set for 1/15/2015 at 11:00.									
Hearings										
Expired										
Charges										
Charge 001-001	DISORDERLY CONDUCT					12/03/2014				123
2014-CM-000061	Liggins, Tommy	01/19/1979				12/10/2014				
D-001	First appearance set for 12/23/2014 at 9:00.									
Hearings										
Expired										
Charges										
Charge 001-001	UNLAWFUL USE BLACK-JACK/KNIFE					12/05/2014				0
2014-CM-000060	Mathis, Robert	08/12/1989	2826		Abel, Gregory D	12/10/2014	12/10/2014	1	Charge Filed	
D-001	First appearance set for 12/23/2014 at 9:00.									
Hearings										
Expired										
Charges										
Charge 001-001	THEFT CONTROL INTENT <\$500					12/05/2014				
2014-CM-000059	Jennings, Sondra	11/05/1997				12/10/2014				
D-001										
2014-CM-000058	Ingles, Keven	09/19/1999				12/10/2014	03/03/2015			
D-001	Pay or appear set for 4/29/2015 at 1:00.									
Hearings										
Future										

Enter case number:    Court:

Include inactive  
 Include court data  
 Include decline to pros.

- Use with PC JIMS IMAGING\* for to access court documents, audio and video, and for independent and secure storage of your own files/documents.
- Use the (included) Case Viewer screen to access a litigant's complete court case file from one central location.
- Use the included Judici tab to also access all of their cases, data and documents (including all filed charges, not just convictions) across 75+ Illinois courts. (See attached Case Viewer doc for details.)
  - Outstanding warrants show in red. (See example on page 2 of attached Case Viewer doc.)
- Track
  - Suspects, defendants and their associations
  - Defendant info, hearings, charges
  - Case participants –victims, police officers, attorneys, judges, evidence owners, others

\*Separate service/license required.

# PC JIMS PROSECUTOR

Integrated Case Management for State's Attorneys

## Keep on track

- Use the Prosecutor Calendar for a daily list of tasks, hearings/speedy trial deadlines and other court settings, with direct access to each of those cases. Use it to also document non-court related events, such as vacations, meetings, conferences, etc.
- Use the Case Record as you would a front sheet, Post-its or case file notes to track "who and when".
  - This info is not available to the clerk or the public. Because it is viewable by Prosecutor users only, it can also be used for notes to reference/highlight matters such as discrepancies in the clerk's record sheet.
- Track status of investigations.
- Assign and manage tasks. Find and mark tasks completed.
- Track/maintain speedy trials, tolling and extensions.

## Generate filings from case data

- Maintain master charge table narratives such as those in the Uniform Complaint Book. Customize as needed per case.
- Use Microsoft Word merge documents or the built-in documents.

## E-filing

- E-file directly into the clerk's office, or file into eFileIL.

	Submit	Secured
<input type="checkbox"/> Kelly, Jaime	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Address		
<input type="checkbox"/> 4354 Walker Rd, Herrin, IL 62948	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Phone Number		
<input type="checkbox"/> (618)526-9751	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Custody		
<input type="checkbox"/> Arrest: 5/10/2020	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Arresting agency - Cook County Sheriff	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Arresting officer - Adams, Roger	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Count 1 - Offense Date: 5/1/2020		
<input type="checkbox"/> Charge 1 Theft Control Instrument 10k <100k	<input checked="" type="checkbox"/>	

- Filings filed and processed in the clerk's system show up in your Inbox.

## Generate reports to help manage caseloads, track data and streamline office operations

- Case load
- Cases filed
- Case Milestone
- Pre-Filing Case Milestone
- Cases Awaiting Sentencing
- Criminal Dispositions
- Time to Disposition
- Filings by Charge
- Pending Warrants
- Criminal history
- Victim reports

Case Milestone Detail by Prosecutor									
<i>Includes open cases only.</i>									
Case Number	Defendant	Age (days)	Charge Filed	Arraignment	Pre-Trial	Final Pre-Trial	Jury Trial	Bench Trial	Sentencing Hearing
Perry Mason 2015-CM-276	James D Lutaker	236	11/19/2015		07/13/2016		07/25/2016		
2015-CM-323	Levi J Ginger	203	12/22/2015		07/15/2016				
2016-CM-48	James D Lutaker	131	03/03/2016		07/13/2016		07/25/2016		
2016-CM-49	Thomas E Majors	130	03/04/2016		07/20/2016				
<b>Total Cases:</b>									<b>4</b>
Ben Matlock 2016-CM-39	Darryl R Booker	137	02/26/2016		07/21/2016		07/25/2016		
<b>Total Cases:</b>									<b>1</b>
Ally McBeal 2010-CF-35	Terry T White	2321	03/05/2010		07/12/2016				
2014-CF-185	Brett A Wood	649	10/02/2014		07/18/2016		08/22/2016		

# PC JIMS PROSECUTOR

Integrated Case Management for State's Attorneys

## Victim/Witness Coordinator Interface: VCVA reporting

- Generate data required for VCVA grant reporting
  - Victimization stats -based on categories in your Master Charge list
  - Services provided -based on event types required by the AG

PC JIMS Prosecutor - Victim Services: 20...

File

Date	Time	Services Provided	Number of Clients
01/29/2021	3:50 PM	6	1


Victim Services      Count/Charge

Exit

PC JIMS Prosecutor - Edit Victim Services

\*Date/time: 08/11/2021 9:11 A.M. P.M.

Category	Service Description	Jones, Joanie
<input type="checkbox"/>	Assistance Services	
<input type="checkbox"/>	Assistance with AVN Registration	1
<input type="checkbox"/>	Provide assistance in the registration process.	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Assistance with Crime Victims Compensation	
<input type="checkbox"/>	Assist client with documentation.	<input type="checkbox"/>
<input type="checkbox"/>	Case Management	
<input type="checkbox"/>	Assist in the planning, coordination, monitoring.	<input type="checkbox"/>
<input type="checkbox"/>	Court Advocacy(on-site)	1
<input type="checkbox"/>	Accompaniment of the victim to criminal or civil	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Crisis Intervention	1
<input type="checkbox"/>	Assistance during the initial phase of reporting	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Domestic Violence Education Group	1
<input type="checkbox"/>	Groups conducted to enhance the	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Elder Care Plan	

Use  for remote online access to your county's non-public info.

Judici.com data is provided solely for the use of court officers in the performance of their duties. Any other use is expressly prohibited.

County	Case No.	Date	Litigant Name
<input type="checkbox"/> Massac	2007TR005324	D 1 10/22/2007	SMITH, XAVIER M
<input type="checkbox"/> Massac	2008TR002087	D 1 05/21/2008	SMITH, XAVIER M
<input type="checkbox"/> Massac	2008TR003384	D 1 07/24/2008	SMITH, XAVIER M
<input type="checkbox"/> Massac	2008DT000112	D 1 07/24/2008	SMITH, XAVIER M
<input type="checkbox"/> Massac	2008TR004478	D 1 09/23/2008	SMITH, XAVIER M
<input type="checkbox"/> Massac	2008DT000140	D 1 09/23/2008	SMITH, XAVIER M
<input type="checkbox"/> Massac	2009TR001804	D 1 04/23/2009	SMITH, XAVIER M
<input type="checkbox"/> Massac	<u>2011CM000190</u>	D	
<input type="checkbox"/> Williamson	2013TR005395	D	
<input type="checkbox"/> Massac	2014TR001066	D	
<input type="checkbox"/> Massac	2014CM000070	D	
<input type="checkbox"/> Williamson	2018CM000512	D	
<input type="checkbox"/> Massac	2018TR007524	D	

Name: SMITH, XAVIER M

County	Case No.	Date	Litigant Name
Massac	2011CM000190	D 1 08/29/2011	SMITH, XAVIER M
Address			
SECURED			
METROPOLIS, IL 629600000			
Charges			
Count 001			
Charge 001			
Disposition 001			
Custody			
Hearings			

Call Goodin Associates, Ltd. to request an online demo. Ask for Kurt Facco.

# PC JIMS CASE VIEWER

Complete litigant case history access from one central location

While Judici.com & re:SearchIL both provide online access to documents, the Case Viewer built into PC JIMS is far more powerful than either. Besides viewing e-filed documents, it lets authorized users view all documents, easily drill into all case information, access a litigant's complete history and case files across 75+ Judici courts, and filter the findings for key info for decision-making.

- Case Viewer is accessible from the case hub, as well as from the Court Calendar.
- Use the Calendar to view the court docket and drill into a case.
- View charging documents. Review the record sheet.
- Easily search for warrants and access case files in other courts.

Click the link to access the hearings set for that day.

Click the case link to access Case Viewer for that case.

Item	Judge	Room	Date	Begin	End	Case	Plaintiff	Defendant
Pre-trial	GOODWIN	1B	03/06/2018	08:30AM		2018-TR-000049	PEOPLE	VS. GLASCOTT, BRAN
Pre-trial	GOODWIN	1B	03/06/2018	08:30AM		2018-TR-000050	PEOPLE	VS. NORTHERN, JAHN
Pre-trial	GOODWIN	1B	03/06/2018	08:30AM		2018-TR-000051	PEOPLE	VS. NORTHERN, JAHN
Pre-trial	GOODWIN	1B	03/06/2018	08:30AM		2018-TR-000098	PEOPLE	VS. NORTHERN, JAHN
Pre-trial	GOODWIN	1B	03/06/2018	08:30AM		2018-TR-000101	PEOPLE	VS. MARTINEZ-LOPEZ
Pre-trial	GOODWIN	1B	03/06/2018	08:30AM		2018-CM-000007	PEOPLE	VS. HAMILTON, ALEX

Click any tab across the bottom to view that data. (Hyperlinks offer **edit access** for authorized users).

Alternately, click the hyperlinked litigant name in the left-hand column to activate the Judici tab and access all of the litigant's cases, data and documents across all Judici courts, as allowed by each court.



PC JIMS Case Viewer

PC/JIMS - Calendar  
File Edit View

March 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Event 12 Hearings	2 Events 4 Hearings	03

Case Viewer - 2018-TR-001654  
File View

**Access CONFIDENTIAL**  
cases/data/documents as allowed by each clerk/court

Judici.com data is provided solely for the use of court officers in the performance of their duties. Any other use is expressly prohibited.

Case No.	Date	Libigant Name
2016JD000013	03/24/2016	HAMILTON, ALEX
2017CM000078	02/14/2017	HAMILTON, ALEX
2017TR000241	12/21/2017	HAMILTON, ALEX K

GREENVILLE, IL 622460000

Charges  
 Count 001  
 Charge 001  
 Disposition 001  
 Sentence 001  
 Disposition 002  
 Disposition 003  
 Sentence 001  
 Sentence 002  
 Custody  
 Minutes  
 Hearings  
 Documents

12/21/2017  
01/17/2018  
01/17/2018  
02/23/2018  
02/23/2018  
02/23/2018  
02/23/2018

DRIVING 15-20 MPH ABOVE LIMIT  
Ex Parte/Guilty  
Fine  
Modified/Trial Court  
Withhold Judgment/Supervision  
Supervision (180 days)  
Fine

Identify key info for decision-making

Upload Pending by email Current Hearing Publication Judicial Supervision

12/21/2017 COMPLAINT, PDE-12,212  
03/23/2017

Row type: Jury Case sensitive Inverse find  
Find

Filters: Logoff Hearings Custody Charges Payments Balance Minutes Documents Inboxes Judici

ALL case data available

- Access case information across 75+ Judici courts
  - Access confidential cases/data/documents as allowed by each clerk/court
  - Drill in to view case specifics and access case documents
  - Outstanding warrants show litigant's name in red
  - Search for a specific word or words. Word searches can cover case information, charges, dispositions, sentences, as well as docket entries and document names.
- For more information, call Goodin Associates at 618-549-0286. Ask for Kurt Facco.

# PC JIMS Public Defender

Sensible, integrated case management for PDs


## PC JIMS PUBLIC DEFENDER Case Hub

- View all cases in both PC JIMS PUBLIC DEFENDER and in the Circuit Clerk's JIMS system.
- Search for cases by case number, defendant's name, or assigned Public Defender.

## Use the Case Management System to track

- Court dates and PD appointments
- Scheduled tasks and deadlines
- Speedy trial requests & request dates
- Defendant address changes
- Charges
- Hearings
- Witnesses and victims
- Multiple attorney assignments
- Pending caseload statistics

## Use the integration with the Clerk's systems for

- View access to the clerk's data
- Data-entry savings, by initiating client records by importing from the clerk's system
- A complete schedule, both of court hearings in the clerk's system and appointments scheduled in PD
- Reports generated from clerk & PD data, e.g., Client Custody report shows clients issued or served a warrant
- Access to the clerk's documents, as well as secure imaging storage for PD documents\*
- Research, with access to a defendant's cases across 75+  courts --see all filed charges, not just convictions
- Criminal e-filing tools, coming soon

PC/JIMS Public Defender - Litigant Hub

File Edit View

0	1	2	Name	DOB	
2009-CM-000327					
D-001					
Public Defender				MILLER, TRAVIS S	04/13/19
				Next appointment set for 03/29/2013 at 08:30	
Hearings				Review set for 03/29/2013 at 09:00	
Hearing					
Charges					
Charge 001-001				THEFT CONTROL INTENT <\$300	
2010-CF-000016					
D-001					
Public Defender				BROWN, SAMANTHA K	04/25/19
				Next appointment set for 03/06/2013 at 03:00	
Hearings				Status hearing set for 03/07/2013 at 09:00	
Hearing					
Charges					
Charge 001-001				POSS CANNABIS/30-500 GRAM/1ST	
Charge 002-001				POSS CANNABIS/10-30 GRAM/SUBQ	
2010-CF-000300					
D-001					
Public Defender				BARTON, JEFFREY W	04/23/19
				Next appointment set for 02/28/2013 at 01:00	
Hearings				Review set for 03/04/2013 at 09:00	
Hearing					
Charges					
Charge 001-001				POSS AMT CON SUB EXCEPT(A)(D)	
Charge 002-001				DEL CON SUB/PREGNANT WOMAN	

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FROM: Public Defender, Jackson County  
TO: MRS. EMANUELE E.  
RE: Hearing for Case No. 10107046016

Your next court appearance is set for: Status hearing on  
3/07/2013 at 9:00 A.M. in courtroom 1 before Judge KELLY

You have an appointment with your appointed attorney,  
ROBERT, TIMOTHY to discuss this hearing on  
3/04/2013 at 1:00 A.M.

On the day of your court hearing, please arrive at the Public Defender's  
Office 15 minutes before your scheduled hearing time. Do not wear shorts,  
tank tops or torn or tattered clothing.

Sincerely,  
ROBERT, TIMOTHY

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RESOLUTION 21-

COUNTY HIGHWAY TAX APPROPRIATING RESOLUTION

WHEREAS, County Highway 4 (aka Elliott Road) is in need of resurfacing with hot mix asphalt from IL Route 9 to IL Route 54; and

WHEREAS, Ford County has entered into an agreement with the State of Illinois for the resurfacing the aforesaid road, said projects being identified as Sections 20-00141-00-RS; and

WHEREAS, in compliance with the aforementioned agreement, it is necessary for Ford County to appropriate sufficient funds to pay its share of the cost of the proposed projects should the funds from the State Match Assistance be insufficient to cover the contract costs; and

WHEREAS, it is the desire of the County Board of Ford County to pay for its share of said projects from the County Highway fund.

THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of One Thousand and no/100's Dollars (\$1000.00) from the County Highway Fund to pay the Local Agency cost of this project.

BE IT FURTHER RESOLVED that Ford County agrees to pass a supplemental resolution to provide any necessary funds for its share of this project if the amounts approved for the State Match Assistance are insufficient to cover said cost.

STATE OF ILLINOIS)

) ss

COUNTY OF FORD)

I, Amy Frederick, County Clerk in and for said County, 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 copy of a resolution adopted by the County Board of Ford County at its meeting held at Paxton on September 13, 2021.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Paxton in said County this 13th day of September , 2021.

(SEAL)

---

Ford County Clerk

FORD COUNTY  
ZONING ORDINANCE

APPENDIX A  
STANDARDS FOR  
WIND ENERGY  
CONVERSION SYSTEMS

ADOPTED: MARCH 13, 2006  
Resolution 06-17

Revised: June 2009  
Revised: September 13, 2021

**APPENDIX A**  
**STANDARDS FOR WIND ENERGY CONVERSION SYSTEMS**

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**I. INTRODUCTION**

**A. *Title***

This Ordinance shall amend the Ford County Zoning Ordinance and be known, cited and referred to as Appendix A Standards for Wind Energy Conversion System.

**B. *Purpose***

This Ordinance is adopted for the following purposes:

1. To assure that any development and production of wind-generated electricity in Ford County is safe and effective.
2. To facilitate economic opportunities security and stability of Ford County.
3. To allow the supply of wind energy in support of Illinois' statutory goal of increasing energy production from renewable energy sources.

**II. DEFINITIONS**

**A.** "Applicant" means the entity or person who submits to the County, pursuant to Section V of this Ordinance, an application for the special use permit for any WECS.

**B.** "Board" means the Ford County Board as it exists on the date of adoption of this Appendix A Standards for Wind Energy Conversion System, and as it shall be constituted in the future.

**C.** "County" means Ford County, Illinois, a body corporate and politic.

**D.** "Financial Assurance" means reasonable assurance from a credit worthy party,

examples of which include a surety bond, trust instrument, cash escrow, or irrevocable letter of credit, or whose credit is rated by Moody's at no less than A. (reviewed on an annual basis).

- E.** "Operator" means the entity responsible for the day-to-day operation and maintenance of the WECS, including any third-party subcontractors.
- F.** "Owner" means the entity or entities with a direct equity interest in the WECS(s), including their respective successors and assigns. Owner does not mean (i) the property owner from whom land is leased for locating the WECS (unless the property owner has an equity interest in the WECS); or (ii) any person holding a security interest in the WECS(s) solely to secure an extension of credit, or a person foreclosing on such security interest provided that after foreclosure, such person seeks to sell the WECS(s) at the earliest practicable date.
- G.** "Professional Engineer" means a qualified individual who is licensed as a professional engineer in Illinois.
- H.** (Right of Way) A general term denoting land, property, or interest therein, usually a strip acquired for or devoted to transportation purposes.
- I.** "Primary Structure" means, for each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons. Primary Structure includes structures such as residences, commercial buildings, hospitals, churches, schools and day care facilities. Primary Structure excludes structures such as hunting sheds, storage sheds, pool houses, unattached garages and barns.
- J.** "Wind Energy Conversion System" ("WECS") means all necessary facilities that together convert wind energy into electricity and deliver that electricity to a utility's transmission lines, including, but not limited to, the rotor, nacelle, generator, WECS Tower, electrical components, WECS foundation, transformer, electrical cabling from the WECS Tower to the substations(s)/switchyard(s), communications facilities, transmission lines, poles, and/or towers, operations and maintenance building, and other related devices, facilities, and equipment.
- K.** "WECS Project" means the collection of WECS as specified in the special use permit application pursuant to Section V of this Ordinance;
- K.** Rotor Diameter – is the diameter of the circle created by rotating turbine blade tips.
- L.** Shadow Flicker - means alternating changes in light intensity caused by the moving blade of a wind power generator casting shadows on the ground and stationary objects.
- M.** Sub-Station – means the apparatus that connects the electrical collections system of the WECS(s) and increases the voltage for connection with the utility's transmission lines.

- N. “WECS Tower” means the support structure to which the nacelle and rotor are attached.
- O. “WECS Tower Hub Height” means the distance from the center of the rotor hub to the top surface of the WECS Tower foundation.
- P. “WECS Tower Tip Height” means the distance from the rotor blade at its highest point to the ground at base of the WECS foundation.
- Q. MET Towers – Meteorological Tower means those towers which are erected primarily to measure wind speed and direction plus other data relevant to siting and operation of WECS Projects. For purposes of this ordinance, Meteorological Towers do not include towers and equipment used by airports, the Illinois Department of Transportation, or other similar applications or government agencies, to monitor weather conditions.
- S. Commencement of Commercial Operation or Date of Operation shall mean the first date on which the project produces electrical power, transmitted from the first operating turbine onto the power grid. The Owner/Operator shall notify the Board in writing of the date of commencement of commercial operation.
- T. Participating Landowner - A landowner in Ford County that has entered into a contractual agreement with a wind company that is applying for a Special Use Permit.

### **III. APPLICABILITY**

This Ordinance governs the special use of WECS(s) and WECS Projects that generate electricity to be sold to wholesale or retail markets and private owners of WECS(s) over 100kw who locate the WECS(s) on their own property for their own personal use.

### **IV. PROHIBITION**

No WECS or Substation governed by Section III of this Ordinance shall be constructed, erected, installed, or located within Ford County unless prior Special Use Permit Application has been approved for each individual WECS Tower or Substation pursuant to this Ordinance. Upon special use approval a Road Use Agreement shall be obtained from the Road Authority prior to the issuance of any building permits for, WECS Project or Substation or any part thereof.

### **V. SPECIAL USE PERMIT APPLICATION**

- A. To obtain special use approval, the Applicant must first submit a special use permit application to the Ford County Zoning Officer. This application must be submitted in English.
- B. The special use permit application shall contain or be accompanied by the following information:



1. A WECS Project summary, including: (1) a general description of the project, including its name plate generating capacity; the potential equipment manufacturer(s), type(s) of WECS(s), maximum number of WECS, and approximate name plate generating capacity of each WECS; the maximum height of the WECS Tower(s) and maximum diameter of the WECS(s) rotor(s); the general location of the project; and (2) a description of the Applicant, Owner and Operator, including their respective business structures.
2. The name(s), address(es), and phone number(s) of the Applicant(s), Owner and Operator, and all property owner(s).
3. A site plan for the installation of WECS showing the planned location of each WECS Tower, guy lines and anchor bases (if any), Primary Structure(s), property lines (including identification of adjoining properties), setback lines, public access roads and turnout locations, Substations(s), electrical cabling from the WECS Tower to the Substation(s), ancillary equipment, third party transmission lines, and layout of all structures within the geographical boundaries of any applicable setback.
4. All required studies, including but not limited to shadow flicker, noise impact, flood plain maps and wildlife impact, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance; studies for shadow flicker and noise impact using computer modeling must be conducted under worst case weather and atmospheric conditions. (ie. Frozen ground, high humidity, no vegetation) and submit documentation evidencing compliance with all applicable FAA requirements.
5. A color sample shall be submitted and approved by the Board at the time the Applicant applies for a Special Use Permit under this Ordinance.
6. Financial Assurance that the project can be developed as proposed; and
7. Any other information normally required by the County as part of its Zoning Ordinance.
8. The developer will commit to comply with, for the duration of the project, the Illinois law on wind energy conservation system assessment (35 ILCS 200/10 605). In case the state of Illinois lowers the assessment, the developer will continue to pay an amount equal to the property taxes assessed under the initial act (35 ILCS 200/10 605). In case the state of Illinois increases the assessment, the developer will pay property taxes according to such increased program.
9. Decommissioning Plan

- C. The Applicant shall notify the Board of any changes to the information provided in Section V(B) within thirty (30) days of said changes being identified.
- D. The applicant shall pay a flat fee of fifty thousand dollars (\$50,000). For this fee, the Ford County Zoning Officer will review the application, get the necessary reviews by the Ford County State's Attorney or their appointed Special Assistant State's Attorney and engineering consultants, publish the legal notices, hold the Zoning Board of Appeals Hearing, and send their recommendations, with their findings of fact to the Board for final approval. If the County's expenses exceed fifty thousand dollars (\$50,000) including but not limited to any and all costs and fees for all outside consultants and attorneys, the applicant will be billed and shall reimburse the County of Ford within thirty (30) days.

## **VI. DESIGN AND INSTALLATION**

### **A. *Design Safety Certification***

1. MET towers, WECS(s) and the WECS Project shall conform to applicable industry standards, including those of the American National Standards Institute ("ANSI"). Prior to the issuance of construction permits, Applicant shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories ("UL"), Det Norske Veritas ("DNV"), Germanischer Lloyd Wind Energy ("GL"), or an equivalent third party. All turbines shall be new equipment commercially available; no used or experimental equipment shall be approved by the Zoning Enforcing Officer or the Zoning Board of Appeals without the issuance of a variance.
2. Following the granting of the special use permit under this Ordinance, a Professional Engineer shall certify, as part of the construction permit application that the foundation and tower design of the WECS is within accepted professional standards, given local soil and climate conditions.

### **B. *Controls and Brakes***

All WECS shall be equipped with a redundant braking system. This includes both aerodynamic over-speed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulations shall not be considered a sufficient braking system for over-speed protection.

### **C. *Electrical Components***

All electrical components of the WECS in the WECS Project shall conform to applicable codes and standards. Standards including but are not limited to Nation Electric Code, ANSI, UL and International Electric Commission.

**D. *Color***

WECS towers and blades shall be painted white or gray or another non-reflective, unobtrusive color. Color sample shall be submitted and approved by the Board at the time the Applicant applies for a Special Use Permit under this Ordinance.

**E. *Turbine Consistency***

To the extent feasible, the project shall consist of turbines of similar design and size, including tower height. All turbines shall rotate in the same direction.

**F. *Compliance with the Federal Aviation Administration***

The WECS in the WECS Project shall comply with all applicable FAA requirements and submit documentation evidencing compliance with all applicable FAA requirements.

**G. *Lighting***

Projects shall utilize minimal lighting. No exterior tower lighting other than normal security lighting shall be permitted except as may be required by the FAA. All WECS Projects are required to use ADLS (aircraft detection lighting system) or equivalent system to reduce the impact of nighttime lighting on nearby residents, communities and migratory birds in accordance with the FAA Advisory circular: 70/7460-IL section 14.1. In the event lighting is required by the FAA, any outage of said lighting due to power outage or storms, must be reported to the FAA, as in a NOTAM (Notice to Airman).

**H. *Warnings***

1. A reasonably visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and Substations.
2. Visible, reflective, colored objects, such as flags, reflectors, or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of 15 feet from the ground.
3. No wind turbine generator tower or anemometer tower or site shall include any advertising sign, but logos of the Owner or Operator or the wind turbine generator manufacturer shall not be considered “advertising” for the purpose of this Ordinance.
4. At each entrance of a WECS Tower per Ford County ESTB regulations Owner/Operator shall place an eight-foot, six-inch (8’ 6”) above-ground galvanized post and shall include a blue sign with three-inch (3”) letters and/or numbers in white. The sign/plate shall be eight inches by eighteen inches (8” x 18”) and shall be maintained and visible at all times and shall be in compliance with current highway sign standards.

5. Warning signs identifying underground wire locations shall be placed and maintained at all road crossings.

**I. *Climb Prevention***

All WECS Towers must be unclimbable by design or protected by anti-climbing devices such as:

- A. Fences with locking portals at least six feet high; or
- B. Anti-climbing devices 12 feet vertically from the base of the WECS Tower;  
or
- C. Locked doors and interior ladders.

**J. *Height***

WECS Tower Tip Height shall not exceed five hundred - ( 500) feet.

**K. *Blade Clearance***

The minimum distance between the ground and any protruding blades(s) utilized on a WECS shall be fifty (50) feet, as measured at the lowest point of the arc of the blades.

**L. *Setbacks***

1. From property lines upon which a primary structure is located, all WECS Towers shall be set back a distance of ) not less than two thousand, two hundred fifty (2,250) feet as follows: For non-participating landowners, the distance will be measured in a straight line from the center of the WECS Tower Foundation to the nearest point of the property line of the non-participating owner's property. Participating and non-participating property owners may waive this setback requirement, but in no instances shall a WECS tower be located closer than one thousand (1,000) feet, as measured from the center of the WECS Tower Foundation to the nearest point of a Primary Structure existing at the time of the execution of the waiver.
2. All WECS Towers shall be set back a distance of at least two and sixty-four hundredths (2.64) times the WECS Tower Tip Height or one thousand – three hundred and twenty feet (1320') whichever is greater from adjacent non-participating property lines without a primary structure, established as of the date of approval of the special use permit, unless waived in writing by the affected adjacent property owner(s). Distance shall be measured from such adjacent property line to the center of the WECS Tower foundation.

3. No WECS Tower shall be sited within one- and one-half miles of the corporate limits of any incorporated municipality without waiver of this restriction being executed by the governing body of that municipality.
4. All WECS Towers shall be set back a distance of one- and one-half miles (1.5) from the legally established boundaries, as of the date of approval of the special use permit, of any municipality which enforces its own government. Distance shall be measured from the closest municipal boundary line to the center of the WECS Tower foundation.
5. All WECS Towers shall be set back a distance of at least two and sixty-four hundredths (2.64) times the WECS Tower Tip Height or one thousand – three hundred and twenty feet (1320') whichever is greater from adjacent property lines without a primary structure, established as of the date of approval of the special use permit, unless waived in writing by the affected adjacent property owner(s). Distance shall be measured from such adjacent property line to the center of the WECS Tower foundation.
6. All WECS Towers shall be set back a distance of at least one and one tenth (1.10) times the WECS Tower Tip Height from the nearest above-ground third party transmission lines, telephone lines and communication towers, in existence as of the date of approval of the special use permit, unless waived in writing by the affected property owner(s) and utility company. Distance shall be measured from the center of the WECS Tower foundation to the closest point on such above-ground public electric power line, third party transmission line, telephone line and center of the base of the communication tower.
7. All WECS Towers shall be set back a distance of at least one and one tenth (1.10) times the WECS Tower Tip Height from the nearest edge of the existing Right of Way of public roads as of the date of approval of the special use permit. Distance shall be measured from the center of the WECS Tower foundation to the nearest edge of the road Right of Way of such public road in existence as of the date of approval of the special use permit. The Township Road Commissioner or County Highway Engineer may waive this setback requirement as to roads within their respective jurisdictions.
8. The Applicant does need to obtain a variance or other approval from the County upon written waiver by the applicable State, County, Township, utility company or property owner(s) of any of the above setback requirements. Any waiver of any of the above setback requirements shall run with the land and be filed with the application and be recorded within thirty (30) days as part of the chain of title in the deed of the subject property.

**M. *Drainage Repair***

The Owner or Operator will repair waterways, drainage ditches, field tiles, or any other infrastructures damaged by the Applicant, Owner or Operator during construction and maintenance phases- within fourteen (14) days of notification, field conditions permitting or obtaining knowledge of the fact that Applicant, Owner/Operator caused such damage. For non-participating landowners, any damages to drainage caused by owner/operator will be at the expense of the project owner for the lifetime of the project.

**N. *Pre and Post Well Inspections***

A pre-construction well water test within one mile of the project will be done by the WECS Tower company/operator/owner through the Ford County Health Dept. If within the first year after Commencement of operation any well shows noticeable fluctuation or changes in quality of water, it shall be considered an emergency situation and the Wind Company shall provide clean water to the affected homes during the investigation and repair.

**O. *Property Values:***

A property value impact study shall be performed by a qualified real estate appraiser to determine the effects on property and home values in the surrounding areas. The subsection shall include the qualifications of the individual and company that completed the study. The study shall include, but not limited to:

- A.** Information regarding the existing property and home values within a distance of 1 mile of the WECS project. The information should be based upon a survey of property values based on transactions occurring within the past five years. Where transaction data is unavailable, tax assessments shall be used provided they are adjusted to account for local differences between market values and assessed values;
- B.** An analysis of the proposed facility's impact on property values within the distances identified in this section; and
- C.** A description and analysis of factors relating to the proposed site that may impact property values in the area along with a description of the design features and operating procedures that will be used to minimize that impact on property values if any.

**P. *Compliance with Additional Regulations***

Nothing in this Ordinance is intended to preempt other applicable state and federal laws and regulations.

**Q. *Use of Public Roads***

An Applicant, Owner, or Operator proposing to use any county, municipality, township or village road(s), for the purpose of transporting WECS or Substation parts and/or equipment for construction, operation, or maintenance of WECS(s) or Substations(s), shall, prior to the issuance of construction permits:

- A.** Identify all such public roads; and
- B.** Identify all agencies involved; and
- C.** Complete a Road Use Agreement: enter into legal agreement concerning road upgrade and maintenance with each of the affected jurisdictions; and
- D.** Obtain applicable weight and size permits from relevant government agencies prior to construction and/or maintenance activities.
- E.** Conduct a pre-construction or pre-maintenance baseline survey to determine existing road conditions and Right of Way for assessing potential future damage; and
- F.** Expectations of the Road Authority when road reconstruction is involved.
- G.** Easement on private property will be the sole responsibility of the applicant, owner or operator.
- H.** Outline of time schedule including any and all provisions of the Ford County Engineer approval.
- I.** Outline any and all permits required for entrance off the Road Authority Roads.
- J.** Secure Financial Assurance, in a reasonable amount agreed to by the Ford County Highway Engineer and Road Authority for the purpose of repairing any damage to public roads caused by constructing, operating or maintaining the WECS.
- K.** Reasonable dust control measures as determined in the sole discretion of the Board, the Ford County Highway Engineer and/or the Township Road Commissioner shall be required during construction of the WECS.

**R. *Term***

Notwithstanding any other provisions of the Ford County Zoning Ordinance, a special use permit for a WECS shall be effective and may be relied upon so long as construction of the WECS is commenced within 36 months from date of approval of the special use permits associated with the WECS Project. If updated studies are in compliance with the current Ford County Zoning Ordinance Appendix A, a single one-year extension may be granted by the Board approval without further ZBA public hearing.

## VII. OPERATION

### *A. Maintenance*

1. The owner or Operator of the WECS must submit, on an annual basis, a summary of the operation and maintenance reports to the County. In addition to the above annual summary, the Owner or Operator must furnish such operation and maintenance reports as the County reasonably requests.
2. It being understood that nothing in this Section VII. shall be constructed as to require any Owner or Operator of the WECS to violate any non-disclosure or confidentiality covenant that the Owner or Operator may have with any of (I) equipment supplier(s), (ii) the purchasers of electricity and/or environmental attributes from the WECS, or (iii) any debt or equity financier of the WECS.
3. Any physical modification to the WECS that alters the mechanical load, mechanical load path, or major electrical components shall require re-certification under Section VI(A)(1) of this Ordinance from the original third-party certifying entity of the WECS (ie: NV, GL, UL, etc.). Then the Owner or Operator of the WECS shall obtain such recertification. Like-kind replacements shall not require recertification. Prior to making any physical modification (other than a like-kind replacement), the Owner or Operator shall confer with a relevant third- party certifying entity identified in Section VI(A)(1) of this Ordinance to determine whether the physical modification require re-certification.
4. Any variation to foundations and/or tower structures from the approved Special Use Permit with the exception of like-kind replacement constitutes a new project and a new Special Use Permit procedure.

### *B. Interference.*

1. The Applicant shall provide the applicable microwave transmission providers and local emergency service provider(s) (911 operators) copies of the project summary, a pre-construction baseline study of all properties within a 5-mile radius of all WECS in the WECS Project, and site plan, as set forth in Section V(B)(1) and V(B)(3) of this Ordinance. The baseline study shall include radio communication services (commercial stations as well as emergency county communications), television (satellite and over the air antenna reception), and internet reception. The baseline study shall be paid for by the applicant and approved by the Board. To the extent that the above provider(s) demonstrate a likelihood of interference with its



communications resulting from the WECS(s), the Applicant shall take measures to mitigate and eliminate such anticipated interference. If, after construction of the WECS, the Owner or Operator receives a written complaint related to the above- mentioned interference, or any other type of interference with the regulated airwaves, the Owner or Operator shall take all steps required to mitigate and eliminate such complaint being brought to the Board. All interference issues must first be taken to the Owner or Operator for consideration before The Owner or Operator shall respond to the complaint within thirty (30) days.(Refer to Section XV Remedies contained herein)

2. If, after construction of the WECS, the Owner or Operator receives a written complaint related to interference with radio communication services or any other regulated airwave (commercial stations as well as emergency county communications), local broadcast, residential television (satellite and over the air antenna reception), and internet reception, the Owner or Operator shall respond to the complaint within thirty (30) days--and provide a copy of its response to the Ford County Zoning Officer (Refer to Section XV Remedies contained herein)

**C. *Coordination with Local Fire Department***

1. Prior to commencement of construction, the Applicant, Owner or Operator shall submit to the local fire department(s) a copy of the site plan.
2. Prior to the issuance of construction permits, the Owner or Operator shall cooperate with the local fire department to develop and implement a fire protection plan in coordination with local emergency response authorities to ensure that all the appropriate emergency services agencies are cognizant of actions required in the event of a fire or other emergency at the WECS Project. The Owner or Operator shall be responsible for any on site emergencies and any costs incurred related to their WECS Project. In addition, the Owner or Operator of the WECS Project shall provide training for, and the necessary equipment to, local emergency response authorities and their personnel so that they can properly respond to a potential emergency at the WECS Project. Proof of training shall be provided and paid for by the Applicant.
3. Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.

**D. *Materials Handling, Storage and Disposal***

1. All wastes related to the construction, operation and maintenance of the WECS in the WECS Project shall be

removed from the site promptly and disposed of in accordance with all federal, state and local laws.

2. All hazardous materials related to the construction, operation and maintenance of the WECS in the WECS Project shall be handled, stored, transported and disposed of in accordance with all applicable local, state and federal laws.

***E. Production Reporting***

Once the WECS Project is operational, the Owner or Operator shall provide quarterly production reports (January 15, April 15, and October 15 of each year) to the County Board for each turbine. If a turbine is considered non producing electricity for 6 (six) months, the Owner or Operator must provide a remedy to get the turbine back in working order within six (6) months. The applicant shall update the Board on the progress of this issue every thirty (30) days. The Board, in its sole discretion, may grant an extension to the six (6) month deadline. The Board shall be notified in writing of any turbine that has not generated power for a six (6) month period and an explanation why. When a minimum of 50% of the WECS turbines have not been producing electricity for 6 (six) months, the Board can declare a WECS Project to be decommissioned. When a project is decommissioned, all WECS shall be removed.(This requirement may NOT be waived.);

**VIII. NOISE LEVELS**

Noise levels from each WECS or WECS Project shall be in compliance with applicable Illinois Pollution Control Board (IPCB) regulations. The Applicant, through the use of a qualified acoustic professional, as part of the special use application process, shall appropriately demonstrate compliance with the above noise requirements. This will be presented as a graph (plot) of physical distance and db contour mapplot at one-foot intervals. The cost of this is paid for by the applicant no noise levels shall exceed IPCB regulations at the property line of a primary structure and shall not exceed 40 Laeq at a primary structure, between the hours of nine P.M. (9:00 P.M.) and six A.M. (6:00 A.M.). The non-participating property owner may waive this requirement. When a resident sends a written complaint to the Board and explaining their noise related problem and is deemed relevant as stated in VIII - Noise Levels above an acoustic engineer firm licensed in the state of Illinois shall be hired by the County to conduct acoustic sound studies. This study shall be paid for by the owner of the WECS facility to determine compliance. A written complaint to the Board that is deemed credible by the Board shall refer to XIV. Dispute Resolution.

If noise exceeds IPCB noise levels measured from a non-participating landowner's property line or low frequency levels above 40 Laeq according to WHO standards for rural nighttime noise levels found at any structure during nighttime hours, then:

- A. The participating landowner where nuisance turbine is located is notified of the non-compliance.
- B. Owner/Operator shall be required to shut down the problem turbine(s).
- C. If after fifteen (15) days following the complaint, the problem is not resolved the county shall refer to the State's Attorney for enforcement under "Remedies".
- D. If a resolution cannot be met, the turbine(s) in question must be turned off during the time period that the turbine is in default. If the problem is not resolved in sixty (60) days, the County has the authority to decommission said turbine(s) at the WECS Owner's expense.

**IX. SHADOW FLICKER**

With the use of shadow mitigation technology, there shall be zero hours per year of shadow flicker allowed on a non-participating landowner's primary Structure. The non-participant landowner and/or participant may waive this requirement. If the shadow flicker is present, said turbine(s) will be shut down during periods where shadow flicker encroaches onto a non-participating landowner's primary structure. Shadow mitigation Technology shall be used on all non-participating areas determined as modeling dictates. After receiving a written complaint to the Board; refer to the Dispute Section.

**X. BIRDS, BATS AND WILDLIFE**

The Applicant, through the use of a qualified professional at their expense, such as an ornithologist or wildlife biologist, shall conduct an avian habitat study, as part of the special use application process, to determine impact of the installation of WECS(s) will have on birds, bats and wildlife. A copy of said study shall be provided to the County and the Ford County Soil and Water Conservation with the Special Use Application. The Applicant must take action to mitigate such adverse impacts on habitat and migration. Prior to the substantial completion of the physical aerial erection of the wind turbines, the Applicant shall develop the reasonable satisfaction of the Illinois Department of Natural Resources ("IDNR") and the United States Fish and Wildlife Service ("USFWS") (to the extent the IDNR and the USFWS choose to participate in the process), a professional monitoring program of reasonable duration and scope, consistent with common practice in the wind power industry, to assess a migratory bird mortalities resulting from the operation of the WECS Project. The monitoring program shall be undertaken at the Owner's expense and shall be performed at the direction of a qualified independent professional to be mutually agreed upon by the aforesaid parties in good faith. Such monitoring program shall commence upon the substantial completion of the physical aerial

erection of the wind turbine generators, unless otherwise mutually agreed to by the Applicant, IDNR and USFWS (to the extent the IDNR and the USFWS choose to participate in the process). If the results of the monitoring program demonstrate the need, the Applicant of the WECS Project shall work with IDNR and USFWS (to the extent the IDNR and the USFWS each, respectively, choose to participate) to develop an appropriate response, including the potential further study and implementation of practicable mitigation measures that may either directly or indirectly minimize migratory bird mortality or increase bird populations. The Applicant shall review and consider and shall decide to follow the guidelines suggested by the Illinois Department of Natural Resources (“IDNR”) and United States Fish and Wildlife Services (“USFWS”) Endangered Species Consultation Program. All WECS towers shall be set back at least one and one-half (1.5) miles from any identified active eagle’s nest. Special consideration shall be given to NRI and LESA reports when citing turbines.

## **XI. PUBLIC PARTICIPATION**

Nothing in the Ordinance is meant to augment or diminish existing opportunities for public participation in the County’s consideration of the special use application.

## **XII. LIABILITY INSURANCE AND INDEMNIFICATION**

- A.** Commencing with the issuance of Special Use Application, the Applicant, Owner or Operator of the WECS(s) shall maintain a current general liability policy covering bodily injury and property damage with limits of at least \$3 million per occurrence and ten million (\$10,000,000.00) in the aggregate. Such insurance may be provided, pursuant to a plan of self-insurance, by a party with a net worth of \$50 million or more. The County shall be named as an additional insured with the designation of primary and non-contributory on the policy to the extent the County is entitled to indemnification in accordance with Section XI.B. Workman’s Compensation on all employees shall be maintained. Owner/Operator shall maintain and provide a copy of Certificate of Liability Insurance yearly and file with the County.
  
- B.** Applicant, Owner or Operators shall defend, indemnify and hold harmless the County and its officials, employees and agents (collectively and individually, the “Indemnified Parties”) from and against any and all claim, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney’s fees, except to the extent arising in whole or in part out of the negligence or intentional acts of such Indemnified Parties (such liabilities together known as “liability”) arising out of Applicant, Owner or Operators selection, construction, operation and removal of the WECS in the WECS Project and

affiliated equipment including, without limitation, liability for property damage or personal injury (including death), whether said liability is premised on contract or on tort (including without limitation strict liability or negligence). This general indemnification shall not be construed as limiting or qualifying the County's other indemnification rights available under the law. In the event of a lawsuit against the Board or the citizens of Ford County, if the courts deem it a frivolous lawsuit, the Applicant, owner/Operator of the WECS project suing shall be responsible for all the Ford County and private citizens legal fees. Venue for all disputes shall be in Ford County.

### **XIII. DECOMMISSIONING PLAN**

Prior to the issuance of Special Use Applications, Owner or Operator shall prepare a Decommissioning Plan and shall be financially responsible for implementation of the Decommissioning Plan, said plan shall include the following elements:

- A.** Description of the triggering events for decommissioning of the WECS Project, which shall include, but not be limited to any wind turbine generator and/or any equipment not being used or generating electricity for a continuous period of six months.
- B.** Removal of all above-ground structures, debris and cabling, and all physical material pertaining to the project improvements and provisions for the removal of underground foundations down to a depth of 5 feet below the soil surface and hauled to a certified concrete recycling facility. Access drives(lanes) may be left in place if the owner of the property waives the removal of such. Any waivers(including but not limited to setbacks, removal, etc.) between landowners and the Owner or Operator shall in no way cause the Board or Ford County employees to be liable in any way. Any waiver of any of the removal of such access drives shall run with the land and be recorded as part of the chain of title in the deed of the subject property. No WECS Tower shall be left standing, and all materials shall be handled and disposed of according to local, State and Federal Law.
- C.** Provisions for the restoration of the soil surface and vegetation to the same condition that existed immediately before construction of such improvements. Items required to be repaired after decommissioning are required but not limited to county and township roads, bridges and culverts. An independent professional engineer shall be present to ensure drainage tiles, waterways, culverts, etc. are repaired as work progresses for any county, and township properties. All storm water management, floodplain, and other surface water codes and ordinances shall be followed.

- D.** An estimate of the decommissioning costs and salvage value, certified by a Professional Engineer with expertise in decommissioning wind farms before approved by the Board, which shall be updated and submitted to the Ford County Zoning Enforcing Officer every two years; from the commencement of commercial operation.
- E.** Financial Assurance, secured by the Owner or Operator, for the purpose of adequately performing decommissioning, in an amount equal to 110% of the estimate set forth in paragraph D above. The costs associated with the Professional Engineer's certified estimate of the decommissioning costs shall be paid by the Applicant, Owner, or Operator, but in no instance shall it be paid by the County. Fifty thousand dollars (\$50,000.00) cash per turbine shall be deposited in the cash escrow account within sixty (60) days of the Special Use Permit approval. Then every two (2) years at the time of the Engineers update, fifty thousand dollars (\$50,000.00) per turbine or twenty percent (20%) of the balance whichever is greater shall be deposited in into a cash escrow within sixty days (60) of the Board approval of the estimate and a certified letter is sent to the owner/operator. If the payment is not received, refer to Remedies Section XV. The balance of the estimate shall be secured in another acceptable financial assurance. The WECS Owner/Operator shall grant perfected security in the escrow account by the use of a control agreement establishing the county as owner of record pursuant to the secured transit article of the uniform code (810 ILCS 9ETSEQ). The estimate may include net savings from salvage value. The Financial Assurance shall not decrease over time, but may be increased by the County if necessary to cover the reviewed estimated cost every two years. The Financial Assurance instrument shall be in place before any construction permits are issued; an affidavit to the Ford County Zoning Officer representing that all easements for wind turbines shall contain terms that provide financial assurance, including access to the salvage value of the equipment, and for the property owners to ensure that the WECS and related improvements are properly decommissioned within six (6) months of abandonment or earlier termination of the wind project. After the six (6) month period, any turbines left standing will be deemed a health hazard. At this time all escrow funds will be utilized by the County which will have the right to remove the towers and access any related salvageable materials for the County to sell. Additionally, the County is not obligated to remove the concrete improvements which provide the structural base for the towers, this will be the sole responsibility of the property owner. Further, any costs exceeding the escrow funds relating to decommissioning, will become the sole responsibility of the property owner. If this money is not readily available, this will result in a Lien on the property until the remaining expense is paid in full.
- F.** Identification of and procedures for County access to Financial Assurances updated annually;

- G.** A provision that the terms of the Decommissioning Plan shall be binding upon the Owner or Operator and any of their successors, assigns, or heirs; and
- H.** A provision that any authorized Ford County representative shall have access to the site, pursuant to reasonable written notice, to inspect, monitor and concur until the decommissioning process has been satisfactorily.

#### **XIV. DISPUTE RESOLUTION**

- A.** The Applicant's, Owner's or Operator's failure to materially comply with any of the above provisions shall constitute a default under this Ordinance.
- B.** The Applicant, Owner and Operator shall have up to sixty (60) days from receipt of written notice of the alleged default(s) to enter into negotiations with the affected party(ies), and to determine the reasonable actions to be taken to reach a mutual resolution. The agreed upon steps to resolution and anticipated timeline shall be shared with the Board in writing.
- C.** Based on the alleged default(s) and required actions to reach a resolution, the Board shall grant the Applicant, Owner or Operator a 30-day cure period, to implement said cure. If after the designated cure period: (i) the Applicant, Owner or Operator has not cured the alleged default, or (ii) the Board determines in its sole discretion, that the parties cannot resolve the alleged default(s) within the 30-day negotiation period, the existing County Ordinance provisions addressing the resolution of such default(s) shall govern. (See XV Remedies)

#### **XV. REMEDIES**

- A.** Any violation of this Ordinance shall be an offense punishable by fine not to exceed five hundred dollars (\$500). Each violation shall be a separate offense. Each day a violation occurs or continues shall be a separate offense. A court may set any appropriate per day fine for each day the infraction exists or until such infraction is remedied. It is the goal of the Ordinance to promote structural safety to protect the public, and the court in setting any appropriate fine shall consider the nature of the offense, the degree of public safety involved, the efforts of the County and responsible Owner or Applicant to resolve any infractions quickly and safely. It is the intent that any disputes between the parties be resolved promptly and where possible by informal discussion as outlined elsewhere in this Ordinance.
- B.** In the event of a failure to reasonably comply with Section XIII of this Ordinance, the Board may in their sole discretion refer their alleged

violations to the State's Attorney of Ford County for enforcement under this section. The cure period of the alleged default(s). The cure period may be extended by the Board if a reasonable solution is provided for the default/complaint. If the Board grants an extension of the cure period, then the Applicant, Owner or Operator will provide an update on the progress towards resolution every 30 days to the Board; and/or

- C. If any violation continues for an uninterrupted period of sixty (60) days, the Board may, in its sole discretion, revoke the Special Use Permit for the WECS Project in writing to the Applicant, Owner or Operator, which will trigger decommissioning of the project.
- D. The Applicant Owner/Operator is liable for payment of cost and fees, including Attorney's fees related to enforcement of this section.

## **XVI. CONSTRUCTION PERMIT FEES**

Upon application for construction of each WECS Tower, payment of a fee for each generator in the WECS Project of fifty thousand dollars (\$50,000) for the first two (2) megawatts and an additional amount of ten thousand dollars (\$10,000) for each additional megawatt the generator is rated for or prorated portion thereof.

## **XVII. PUBLIC NUISANCE**

Any WECS declared to be unsafe by the Board by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, damage, or abandonment is hereby declared a public nuisance and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedure set forth in this Ordinance.

## **XVIII. SEVERANCE**

If any section, clause, or provision of the Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the validity of the remainder of the Ordinance as a whole or any part thereof, other than the part so declared to be unconstitutional or invalid.