

STATE OF ILLINOIS)

VERMILION COUNTY BOARD
Joseph G. Cannon Building- 2nd Floor
Tuesday, November 12, 2024 @ 6:00 PM

) SS:
COUNTY OF VERMILION)

AGENDA

(Reconvened from October 8, 2024)

1. Invocation/Moment of Silence – Jim Russell
2. Pledge of Allegiance
3. Roll Call - Members Present and Roll Call for Attendance via Telephone
4. Finance/Personnel (Miller)
 - A. Ordinance: 2024– 2025 Annual Tax Levy
 - B. Ordinance: 2024-2025 Fiscal Year Combined Annual Budget and Appropriation Ordinance for Vermilion County, Illinois
5. Adjourn for Regular Business

STATE OF ILLINOIS)

) SS:

VERMILION COUNTY BOARD
Joseph G. Cannon Building – 2nd FL.
Tuesday, November 12, 2024
Immediately following the
Reconvened Meeting @ 6:00 PM

COUNTY OF VERMILION)

AGENDA

1. Call to Order
2. Roll Call - Members Present and Roll Call for Attendance via Telephone
3. Adoption or Amendment to the Agenda
4. Approval of Minutes
5. Report on Claims – October
6. Raffle/Poker Run Application List- October
7. Declaring a Vacancy- Matthew Long, Supervisor of Assessments
8. Audience Comments
9. Executive & Legislation (Baughn)
 - A. Resolution: Collection of Delinquent Taxes (November)
 - B. Consider, Discuss, and Vote on Appointment of Joel Bird to Vermilion County Wind and Solar Committee, to Replace Russ Rudd
 - C. Consider, Discuss, and Vote on Proposed Purchase of CVE US IL Ridge Farm 324 LLC by Dimension Energy
 - D. Ordinance: Amending the County of Vermilion Ordinance Establishing an Enterprise Zone within the City of Danville and Vermilion County, to Add Territory and Add Unit of Government to the Danville/Vermilion County Enterprise Zone
10. Finance/Personnel (Miller)
 - A. Financial Update
 - B. Centrica – Guaranteed Energy Savings Contract
11. Health & Education (McFadden)
 - A. Ordinance Governing Food Establishments Sanitation
 - B. Ordinance: Increased Fee/Tag schedule Animal Shelter
12. Property (Green)
 - A. Resolution- RE: Surplus - Vermilion County Emergency Management Agency, 2507 Georgetown Road, Danville, IL. 61832
13. Executive Sessions:
 - A. **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2.06**
To determine whether or not to release minutes from executive sessions of the County Board.
 - B. **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (1)**
The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity.
 - C. **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (2)** Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.
 - D. **Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (6)**
The setting of a price for sale or lease of property owned by the public body.
 - E. **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (11)**
Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
14. Chairman's Comments/Items of Information
 - A. November Birthdays: None
 - B. Committee Chairperson's Comments (Baughn, Golden, Miller, Green, McFadden, Hawker, Johnson, Jackson, & Eakle)
 - C. Board Member Comments

15. **APPOINTMENTS FOR NOVEMBER 2024**

The following appointment is for **Vermilion County Board of Health**

Resignation: Brad Gross; 11515 US Route 136; Potomac, IL 61865

Appointment: Samuel Gross; 1808 Adams St., Tilton, IL 61833

3-Year Term: 11/12/08/2024-10/2027

The following appointment is for **Vermilion County Board of Health**

Resignation: Paula Padjen; 25182 Shake Rag Rd; Danville, IL 61832

Appointment: Stevenson Harby; 3306 Park Haven Blvd., Danville, IL 61832

3-Year Term: 11/12/08/2024-10/2027

The following appointment is for **Vermilion County Board of Health**

Term Expiring: The Rev. Phillip G. Jackson; 13897 Markin Dr., Danville, IL 61834

Reappointment: The Rev. Phillip G. Jackson; 13897 Markin Dr., Danville, IL 61834

3-Year Term: 11/12/08/2024-10/2027

The following appointment is for **Vermilion County Board of Health**

Term Expiring: Sabeeha Haque; 102 N. Logan Ave, Danville, IL 61832

Appointment: Ricky Mahajan; 1618 N. Vermilion St. Apt. 102, Danville, IL 61832

3-Year Term: 11/12/08/2024-10/2027

The following appointment is for **Vermilion County Board of Health**

Resignation: Connie Ostrander; 646 Pontiac, Georgetown, IL 61846

Reappointment: Deanna Witzel; 3636 Bayview Dr., Danville, IL 61832

3-Year Term: 11/12/08/2024-10/2027

The following appointment is for **Vermilion County Expanded Civic Center Authority**

Term Expiring: Dean Shore; 3003 Golf Terrace, Danville, IL 61832

Reappointment: Dean Shore; 3003 Golf Terrace, Danville, IL 61832

3-Year Term: 11/12/08/2024-10/2027

16. Adjourn to the Re-Organization Meeting on Monday December 2, 2024 @ 6:00 PM

STATE OF ILLINOIS)
) SS:
COUNTY OF VERMILION)

VERMILION COUNTY BOARD
October 08th, 2024
6:00 P.M.

MINUTES

The County Board of Vermilion County, State of Illinois met in the Joseph G. Cannon Building in the City of Danville, Vermilion County, Illinois on the 08th day of October, 2024. The meeting was called to order at 6:00 p.m.

Upon call of the roll, 21 were present, 1 present via phone, and 5 were absent.

Invocation/Moment of silence: Jim Russell

Pledge of Allegiance led by: Chairman Baughn

Attest: Cathy Jenkins, County Clerk

Chairman Baughn in the Chair

ADOPTION OR AMENDMENT TO THE AGENDA

Chairman Baughn entertained a motion to approve as presented with item 10c stricken. Motion made by Eakle. Seconded by Golden. No discussion. Motion carried by acclamation.

APPROVAL OF MINUTES

Chairman Baughn entertained a motion to approve as presented. Motion made by Bodine. Seconded by Weller. No discussion. Motion carried by acclamation.

REPORT ON CLAIMS (SEPTEMBER)

Chairman Baughn entertained a motion to dispense with the reading of the Report on Claims and place on file. Motion made by Steinbaugh. Seconded by McFadden. No discussion.

Upon call of the roll, 22 voted yes, 5 absent. Motion carried.

The following members voted yea, to-wit: Auter, Bodine, Boyd, Butler, Eakle, Golden, Green, Henderson, Hoag, Jackson, Johnson, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O’Kane, Shepard, Stark, Steinbaugh, Weller, Chairman Baughn

The following members were absent, to-wit: Hawker, Lamar, Ryan, Weaver, Wright



Expense Budget Performance Report

Date Range 09/01/24 - 09/30/24

Include Rollup Account and Roliup to Base Account

Account	Account Description	Current Month Transactions
Fund 001 - GENERAL FUND		
Department 110 - County Board		
Project 00 - General		
Fund 001 - GENERAL FUND Totals		\$1,324,852.31
Fund 002 - IMRF FUND		
Department 197 - IMRF		
Project 00 - General		
Fund 002 - IMRF FUND Totals		\$71,817.49
Fund 003 - VERMILION CO HEALTH		
Department 445 - Health Department		
Project 00 - General		
Fund 003 - VERMILION CO HEALTH Totals		\$132,426.35
Fund 004 - MENTAL HEALTH 708 FUND		
Department 470 - Mental Health		
Project 00 - General		
Fund 004 - MENTAL HEALTH 708 FUND Totals		\$242,087.05
Fund 005 - LIABILITY INSURANCE FUND		
Department 198 - Liability Insurance		
Project 00 - General		
Fund 005 - LIABILITY INSURANCE FUND Totals		\$57,544.90
Fund 006 - PSB RENT FUND		
Department 340 - PSB		
Project 00 - General		
Fund 006 - PSB RENT FUND Totals		\$506,921.10
Fund 007 - COUNTY HIGHWAY FUND		
Department 810 - County Highway		
Project 00 - General		
Fund 007 - COUNTY HIGHWAY FUND Totals		\$91,795.94
Fund 009 - LAW ENFORCEMENT FUND		
Department 315 - Law Enforcement		
Project 00 - General		
Fund 009 - LAW ENFORCEMENT FUND Totals		\$26,243.45
Fund 011 - ANIMAL CONTROL FUND		
Department 440 - Animal Control		
Project 00 - General		
Fund 011 - ANIMAL CONTROL FUND Totals		\$152,255.30
Fund 012 - VETERANS ASSISTANCE		
Department 125 - Veterans Assistance		
Project 00 - General		
Fund 012 - VETERANS ASSISTANCE Totals		\$11,365.16



Expense Budget Performance Report

Date Range 09/01/24 - 09/30/24
 Include Rollup Account and Rollup to Base Account

Fund 013 - GIS AUTOMATION FUND	
Department 131 - GIS Automation Fund	
Project 00 - General	
Fund 013 - GIS AUTOMATION FUND Totals	\$26,140.00
Fund 014 - PROBATION SERVICE FUND	
Department 231 - Probation Service	
Project 00 - General	
Fund 014 - PROBATION SERVICE FUND Totals	\$11,091.21
Fund 015 - COUNTY CLERK VITAL RECORDS	
Department 511 - County Clerk Vital Records	
Project 00 - General	
Fund 015 - COUNTY CLERK VITAL RECORDS	\$1,237.61
Fund 019 - FICA (SOCIAL SECURITY)	
Department 196 - FICA	
Project 00 - General	
Fund 019 - FICA (SOCIAL SECURITY) Totals	\$128,006.49
Fund 022 - STATE'S ATTY AUTOMATION	
Department 220 - States Attorney	
Project 00 - General	
Fund 022 - STATE'S ATTY AUTOMATION Totals	\$484.00
Fund 035 - CORONER'S AUTOMATION	
Department 350 - Coroner	
Project 00 - General	
Fund 035 - CORONER'S AUTOMATION Totals	\$688.22
Fund 042 - NORTH FORK SPEC SERV AREA 1	
Department 665 - North Fork Spec Serv Area	
Project 00 - General	
Fund 042 - NORTH FORK SPEC SERV AREA 1	\$3,808.80
Fund 043 - NORTH FORK SPEC SERV AREA 2	
Department 666 - North Fork Spec Serv Area	
Project 00 - General	
Fund 043 - NORTH FORK SPEC SERV AREA 2	\$1,435.20
Fund 044 - NORTH FORK SPEC SERV AREA 3	
Department 667 - North Fork Spec Serv Area	
Project 00 - General	
Fund 044 - NORTH FORK SPEC SERV AREA 3	\$276.00
Fund 062 - COUNTY BRIDGE FUND	
Department 850 - County Bridge	
Project 00 - General	
Fund 062 - COUNTY BRIDGE FUND Totals	\$5,085.45
Fund 063 - LAW LIBRARY FUND	
Department 950 - Law Library	
Project 00 - General	



Expense Budget Performance Report

Date Range 09/01/24 - 09/30/24

Include Rollup Account and Rollup to Base Account

Fund 063 - LAW LIBRARY FUND Totals	\$3,802.39
Fund 066 - VC SOLID WASTE MANAGEMENT	
Department 660 - VC Solid Waste	
Project 00 - General	
Fund 066 - VC SOLID WASTE MANAGEMENT	\$11,459.06
Fund 071 - TRAFFIC FEE FUND	
Department 958 - Court Support	
Project 00 - General	
Fund 071 - TRAFFIC FEE FUND Totals	\$249.77
Fund 074 - COURT AUTOMATION FUND	
Department 961 - Court Automation	
Project 00 - General	
Fund 074 - COURT AUTOMATION FUND Totals	\$796.96
Fund 075 - COURT SECURITY FEE FUND	
Department 962 - Court Security Fee	
Project 00 - General	
Fund 075 - COURT SECURITY FEE FUND Totals	\$19,591.52
Fund 076 - RECORDER SPECIAL FUND	
Department 963 - Recorder Special Account	
Project 00 - General	
Fund 076 - RECORDER SPECIAL FUND Totals	\$8,555.58
Fund 078 - CIRCUIT CLERK OPER & ADMIN	
Department 178 - Circuit Clerk Oper & Admin	
Project 00 - General	
Fund 078 - CIRCUIT CLERK OPER & ADMIN	\$440.84
Fund 079 - COURT DOCUMENT STORAGE	
Department 967 - Court Document Storage	
Project 00 - General	
Fund 079 - COURT DOCUMENT STORAGE	\$6,931.20
Fund 080 - DRUG COURT FEE FUND	
Department 860 - Operations	
Project 00 - General	
Fund 080 - DRUG COURT FEE FUND Totals	\$1,070.00
Fund 081 - VC ELECTRONIC MONITOR	
Department 881 - VC Electronic Monitor	
Project 00 - General	
Fund 081 - VC ELECTRONIC MONITOR Totals	\$170.00
Fund 088 - TREASURER AUTOMATION FUND	
Department 965 - Treasurer Automation	
Project 00 - General	
Fund 088 - TREASURER AUTOMATION FUND	\$465.98
Fund 091 - CHILD SUPPORT/MAINT	
Department 966 - Child Support &	



Expense Budget Performance Report

Date Range 09/01/24 - 09/30/24

Include Rollup Account and Rollup to Base Account

Project 00 - General	
Fund 091 - CHILD SUPPORT/MAINT Totals	<hr/> \$5,242.35
Fund 097 - VICTIM WITNESS/ATTY GENERAL	
Department 999 - Victim Witness	
Project 00 - General	
Fund 097 - VICTIM WITNESS/ATTY GENERAL	<hr/> \$4,218.40
Grand Totals	<hr/> <hr/> \$2,858,556.08

RAFFLE/POKER RUN APPLICATION LIST (SEPTEMBER)

Chairman Baughn entertained a motion to dispense with the list and place it on file. Moved by Henderson. Seconded by Hoag. No discussion. Motion carried by acclamation.

AUDIENCE COMMENTS

Arthur Cronkhite spoke and his comments are attached below, and Becky Miller spoke regarding the solar project.

Vermilion County Board Meeting
October 8th, 2024

FILED

OCT 08 2024

One thing that has always impressed me, is this boards handling of the County's finances - always outstanding and forthright.

Cathy Spink
COUNTY CLERK
VERMILION CO. IL.

A few years back the County came up with a million dollar surplus and voted to spend that money, in bringing our retirement funding up to where it should be. Eliminating a couple of hundred thousand dollar a year penalty.

Every year, when Bismarck schools are back in session, the traffic going past our home becomes dangerous between 7:30 and 8:30 in the morning, as vehicles increase their speed to 70 and 80 mph. With rocket cars above that, as you get closer to 8:30.

Each year I call the Sheriff's department and let them know, with this year being particularly impressive, as the very next morning, every car was driving normal.

I don't know about you, but that's real - SERVICE.

One problem with governing boards is the turnover, with new members having no history in what came before, allowing generational hands to easily manipulate ~~and~~ control.

The Georgetown Road property is a prime example.

Several years back our Emergency Services group was somehow prompted to move out of their 3 story deep bunker at the Public Safety Building, purchasing the property you're now disposing of.

A county official who was also a licensed agent, brokered the sale of the property upwards of \$200,000, property not worth \$40,000.

After attempting to move in, it was found that the building was termite infested with sub-standard wiring, costing the County large sums of money to repair. A building that a good straight-line wind could knock down.

A person who came back last year for a few meetings during the B-Sting, befriendng citizens in making sure our PLEP got installed without questions.

Vermilion County Board Meeting
October 8th, 2024

It's been said that ALL politics is local, as it is a birthplace of many who go on to the next level of political power, now totally corrupt and vile.

This is why all of us, are culpable in the crimes against humanity going on around the world, enhanced by our mercenary military, fighting other peoples wars. All the while providing hundreds-of-billions and troop resources to other countries, leaving our citizens wanting after Helene's aftermath.

From the Gaza Gulag where the tribe of Jesus is being slaughtered and the largest Christian community in the Middle East destroyed, to Nazi Ukraine where some 600,000 have been sacrificed and 400,000 maimed - our hands are blood covered.

Meanwhile we continue to be destroyed from within, by seditious traitors like our legislature and Governor, who now flood our communities with millions of un-vetted people, many of whom are criminals. While mainstream media, all owned by a singular clan, manipulates perceptions.

As a child I was taught in church that America would become Babylon the great, harlot to the world - and wondered what it would look like.

Now I know.

Arthur Cronkhite

EXECUTIVE & LEGISLATION (BAUGHN)

RESOLUTION #24-1001: COLLECTION OF DELINQUENT TAXES

Chairman Baughn entertained a motion to dispense with the reading and approve as presented. Motion was made by Golden. Seconded by McFadden. No discussion.

Upon call of the roll, 21 voted yes, 1 voted no, 5 absent. Motion carried.

The following members voted yea, to-wit: Auter, Bodine, Boyd, Butler, Eakle, Golden, Green, Henderson, Hoag, Jackson, Johnson, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, Shepard, Stark, Steinbaugh, Weller, Chairman Baughn

The following members voted no, to-wit: O’Kane

The following members were absent, to-wit: Hawker, Lamar, Ryan, Weaver, Wright

AGREEMENT #24-1002: INTERGOVERNMENTAL AGREEMENT FOR CHAMPAIGN AND VERMILION COUNTIES HEAD START AND EARLY HEAD START

Chairman Baughn entertained a motion to dispense with the reading and approve as presented. Motion was made by Steinbaugh. Seconded by Butler. No discussion

Upon call of the roll, 21 voted yes, 1 voted no, 5 absent. Motion carried.

The following members voted yea, to-wit: Auter, Bodine, Boyd, Butler, Eakle, Golden, Green, Henderson, Hoag, Jackson, Johnson, Mackiewicz, McFadden, McMahon, Gary Miller, O’Kane, Shepard, Stark, Steinbaugh, Weller, Chairman Baughn

The following members voted no, to-wit: Steve Miller

The following members were absent, to-wit: Hawker, Lamar, Ryan, Weaver, Wright

ORDINANCE AMENDING THE COUNTY OF VERMILION ORDINANCE ESTABLISHING AN ENTERPRISE ZONE WITHIN THE CITY OF DANVILLE AND VERMILION COUNTY, TO ADD TERRITORY AND ADD UNIT OF GOVERNMENT TO THE DANVILLE/VERMILION COUNTY ENTERPRISE ZONE

Stricken

RESOLUTION #24-1003: RE: VERMILION COUNTY BOARD SUPPORTING RURAL BROADBAND DEVELOPMENT IN VERMILION COUNTY

Chairman Baughn entertained a motion to approve as presented. Motion made by Henderson. Seconded by Bodine. No discussion. Motion carried by acclamation.

FINANCE/PERSONNEL (MILLER)

FINANCIAL UPDATE

Mr. Steve Miller gave a financial update.

ORDINANCE #24-1004 RE: AMENDMENT FO THE COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE FOR THE CIRCUIT CLERK-BUDGET AMENDMENT-\$7000.00

Mr. Miller moved to dispense with the reading and move for adoption. Seconded by Weller. No discussion.

Upon call of the roll, 22 voted yes, 5 absent. Motion carried.

The following members voted yea, to-wit: Auter, Bodine, Boyd, Butler, Eakle, Golden, Green, Henderson, Hoag, Jackson, Johnson, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O'Kane, Shepard, Stark, Steinbaugh, Weller, Chairman Baughn

The following members were absent, to-wit: Hawker, Lamar, Ryan, Weaver, Wright

ORDINANCE #24-1005 RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE FOR THE PSB RENT FUND-BUDGET AMENDMENT

Mr. Miller moved to dispense with the reading and move for adoption. Seconded by Henderson. No discussion.

Upon call of the roll, 22 voted yes, 5 absent. Motion carried.

The following members voted yea, to-wit: Auter, Bodine, Boyd, Butler, Eakle, Golden, Green, Henderson, Hoag, Jackson, Johnson, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O'Kane, Shepard, Stark, Steinbaugh, Weller, Chairman Baughn

The following members were absent, to-wit: Hawker, Lamar, Ryan, Weaver, Wright

ORDINANCE #24-1006 RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE FOR BUILDING AND GROUNDS-BUDGET AMENDMENT

Mr. Miller moved to dispense with the reading and move for adoption. Seconded by Stark. No discussion.

Upon call of the roll, 22 voted yes, 5 absent. Motion carried.

The following members voted yea, to-wit: Auter, Bodine, Boyd, Butler, Eakle, Golden, Green, Henderson, Hoag, Jackson, Johnson, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O'Kane, Shepard, Stark, Steinbaugh, Weller, Chairman Baughn

The following members were absent, to-wit: Hawker, Lamar, Ryan, Weaver, Wright

ORDINANCE #24-1007 RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE FOR THE LAW LIBRARY FUND-BUDGET AMENDMENT \$3000.00

Mr. Miller moved to dispense with the reading and move for adoption. Seconded by Steinbaugh. No discussion.

Upon call of the roll, 22 voted yes, 5 absent. Motion carried.

The following members voted yea, to-wit: Auter, Bodine, Boyd, Butler, Eakle, Golden, Green, Henderson, Hoag, Jackson, Johnson, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O'Kane, Shepard, Stark, Steinbaugh, Weller, Chairman Baughn

The following members were absent, to-wit: Hawker, Lamar, Ryan, Weaver, Wright

ORDINANCE #24-1008 RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE FOR NORTH FORK SPECIAL SERVICES-BUDGET AMENDMENT

Mr. Miller moved to dispense with the reading and move for adoption. Seconded by Eakle.
No discussion.

Upon call of the roll, 22 voted yes, 5 absent. Motion carried.

The following members voted yea, to-wit: Auter, Bodine, Boyd, Butler, Eakle, Golden, Green, Henderson, Hoag, Jackson, Johnson, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O’Kane, Shepard, Stark, Steinbaugh, Weller, Chairman Baughn

The following members were absent, to-wit: Hawker, Lamar, Ryan, Weaver, Wright

(TO BE DISPLAYED) TAX LEVY-2024-2025 FY

Mr. Steve Miller entertained a motion to dispense with the reading and approve the Tax Levy to be put on display. Seconded by Stark. No discussion.

Upon call of the roll, 22 voted yes, 5 absent. Motion carried.

The following members voted yea, to-wit: Auter, Bodine, Boyd, Butler, Eakle, Golden, Green, Henderson, Hoag, Jackson, Johnson, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O’Kane, Shepard, Stark, Steinbaugh, Weller, Chairman Baughn

The following members were absent, to-wit: Hawker, Lamar, Ryan, Weaver, Wright

(TO BE DISPLAYED) VERMILION COUNTY BUDGET-2024-2025 FY

Mr. Steve Miller entertained a motion to dispense with the reading and approve the Vermillion County Budget to be put on display. Seconded by Steinbaugh. Discussion made.

Upon call of the roll, 22 voted yes, 5 absent. Motion carried.

The following members voted yea, to-wit: Auter, Bodine, Boyd, Butler, Eakle, Golden, Green, Henderson, Hoag, Jackson, Johnson, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O’Kane, Shepard, Stark, Steinbaugh, Weller, Chairman Baughn

The following members were absent, to-wit: Hawker, Lamar, Ryan, Weaver, Wright

TRANSPORTATION (EAKLE)

RESOLUTION #1011: NEWELL TWP. LOW BID AWARD, TOWNSHIP MFT FUNDS, SECTION 24-13000-08-GM, LETTING HELD SEPTEMBER 8, 2024

Mr. Eakle motioned to dispense with the reading and approve. Motion was made by Eakle.
Seconded by Steinbaugh. No discussion.

Upon call of the roll, 21 voted yes, 1 abstention, 5 absent. Motion carried.

The following members voted yea, to-wit: Auter, Bodine, Boyd, Butler, Eakle, Golden, Green, Henderson, Hoag, Jackson, Johnson, Mackiewicz, McFadden, McMahon, Gary Miller, O’Kane, Shepard, Stark, Steinbaugh, Weller, Chairman Baughn

The following member abstained, to-wit: Steve Miller

The following members were absent, to-wit: Hawker, Lamar, Ryan, Weaver, Wright

RESOLUTION #24-1012: IMPROVEMENT KICKAPOO PARK RD., CH 32, SECTION 22-00221-00-DR, CULVERT EXTENSION, REBUILD FUNDS

Mr. Eakle motioned to dispense with the reading and approve. Motion was made by Eakle.
Seconded by Weller. No discussion.

Upon call of the roll, 22 voted yes, 5 absent. Motion carried.

The following members voted yea, to-wit: Auter, Bodine, Boyd, Butler, Eakle, Golden, Green, Henderson, Hoag, Jackson, Johnson, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O'Kane, Shepard, Stark, Steinbaugh, Weller, Chairman Baughn

The following members were absent, to-wit: Hawker, Lamar, Ryan, Weaver, Wright

RESOLUTION #24-1013: IMPROVEMENT HUNGRY HOLLOW RD., CH 32, SECTION 24-00229-00-RS, RESURFACING, REBUILD FUNDS

Mr. Eakle motioned to dispense with the reading and approve. Motion was made by Eakle.
Seconded by Bodine. No discussion.

Upon call of the roll, 22 voted yes, 5 absent. Motion carried.

The following members voted yea, to-wit: Auter, Bodine, Boyd, Butler, Eakle, Golden, Green, Henderson, Hoag, Jackson, Johnson, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O'Kane, Shepard, Stark, Steinbaugh, Weller, Chairman Baughn

The following members were absent, to-wit: Hawker, Lamar, Ryan, Weaver, Wright

EXECUTIVE SESSIONS

Chairman Baughn stated there is no need for Executive Sessions.

CHAIRMAN'S COMMENTS/ITEMS OF INFORMATION

October Birthdays: Britny Hoag

Committee Chairperson's Comments: Chairman Baughn-will meet, Golden-nothing to report, Miller-will meet, Hawker-will meet, Green-will meet, Johnson-nothing to report, McFadden-will meet, Eakle-will meet, and Jackson-nothing to report.

Board Member Comments: Chairman Baughn made comments regarding the EMA building, and the passing of former board member Mr. Watson, and Mr. Jackson made comments regarding the Proposed Ordinance for Vermillion County.

APPOINTMENTS OCTOBER 2024

Motion to approve the appointments as presented made by Henderson.
Seconded by Stark. Motion carried.

The following appointment is for **CRIS**

Term Expiring: Steve Gulick; 22341 N. 1535 East Rd., Danville, IL 61834

Reappointment: Steve Gulick; 22341 N. 1535 East Rd., Danville, IL 61834

3-Year Term: 10/08/2024-10/2027

ADJOURNMENT

The meeting was recessed at 6:58 p.m. to Tuesday November 12th, 2024 @ 6 p.m.- At the Joseph G. Cannon building located at 201 N. Vermilion Street.

Cathy Jenkins, Vermilion County Clerk



Expense Budget Performance Report

Date Range 10/01/24 - 10/31/24

Include Rollup Account and Rollup to Base Account

Account	Account Description	Current Month Transactions
Fund 001 - GENERAL FUND		
Department 110 - County Board		
Project 00 - General		
Fund 001 - GENERAL FUND Totals		\$1,385,009.63
Fund 002 - IMRF FUND		
Department 197 - IMRF		
Project 00 - General		
Fund 002 - IMRF FUND Totals		\$71,471.48
Fund 003 - VERMILION CO HEALTH		
Department 445 - Health Department		
Project 00 - General		
Fund 003 - VERMILION CO HEALTH		\$123,001.09
Fund 004 - MENTAL HEALTH 708 FUND		
Department 470 - Mental Health		
Project 00 - General		
Fund 004 - MENTAL HEALTH 708 FUND Totals		\$130,338.24
Fund 005 - LIABILITY INSURANCE FUND		
Department 198 - Liability Insurance		
Project 00 - General		
Fund 005 - LIABILITY INSURANCE FUND Totals		\$31,067.28
Fund 006 - PSB RENT FUND		
Department 340 - PSB		
Project 00 - General		
Fund 006 - PSB RENT FUND Totals		\$1,074,801.78
Fund 007 - COUNTY HIGHWAY FUND		
Department 810 - County Highway		
Project 00 - General		
Fund 007 - COUNTY HIGHWAY FUND Totals		\$95,084.71
Fund 009 - LAW ENFORCEMENT FUND		
Department 315 - Law Enforcement		
Project 00 - General		
Fund 009 - LAW ENFORCEMENT FUND Totals		(\$7,416.35)
Fund 011 - ANIMAL CONTROL FUND		
Department 440 - Animal Control		
Project 00 - General		
Fund 011 - ANIMAL CONTROL FUND Totals		\$131,458.21
Fund 012 - VETERANS ASSISTANCE		
Department 125 - Veterans Assistance		
Project 00 - General		
Fund 012 - VETERANS ASSISTANCE		\$10,811.59
Fund 013 - GIS AUTOMATION FUND		
Department 131 - GIS Automation Fund		
Project 00 - General		



Expense Budget Performance Report

Date Range 10/01/24 - 10/31/24

Include Rollup Account and Rollup to Base Account

Fund 013 - GIS AUTOMATION FUND Totals	\$13,970.00
Fund 014 - PROBATION SERVICE FUND	
Department 231 - Probation Service	
Project 00 - General	
Fund 014 - PROBATION SERVICE FUND Totals	\$4,304.40
Fund 015 - COUNTY CLERK VITAL RECORDS	
Department 511 - County Clerk Vital Records	
Project 00 - General	
Fund 015 - COUNTY CLERK VITAL RECORDS	\$437.03
Fund 019 - FICA (SOCIAL SECURITY)	
Department 196 - FICA	
Project 00 - General	
Fund 019 - FICA (SOCIAL SECURITY) Totals	\$127,269.91
Fund 035 - CORONER'S AUTOMATION	
Department 350 - Coroner	
Project 00 - General	
Fund 035 - CORONER'S AUTOMATION Totals	\$717.15
Fund 042 - NORTH FORK SPEC SERV AREA 1	
Department 665 - North Fork Spec Serv Area 1	
Project 00 - General	
Fund 042 - NORTH FORK SPEC SERV AREA 1	\$0.00
Fund 044 - NORTH FORK SPEC SERV AREA 3	
Department 667 - North Fork Spec Serv Area 3	
Project 00 - General	
Fund 044 - NORTH FORK SPEC SERV AREA 3	\$0.00
Fund 052 - ELECTRONIC CITATION FUND	
Department 210 - Circuit Clerk	
Project 00 - General	
Fund 052 - ELECTRONIC CITATION FUND Totals	\$6,000.00
Fund 062 - COUNTY BRIDGE FUND	
Department 850 - County Bridge	
Project 00 - General	
Fund 062 - COUNTY BRIDGE FUND Totals	\$13,962.02
Fund 063 - LAW LIBRARY FUND	
Department 950 - Law Library	
Project 00 - General	
Fund 063 - LAW LIBRARY FUND Totals	\$2,192.87
Fund 066 - VC SOLID WASTE MANAGEMENT	
Department 660 - VC Solid Waste Management	
Project 00 - General	
Fund 066 - VC SOLID WASTE MANAGEMENT	\$26,713.90
Fund 071 - TRAFFIC FEE FUND	
Department 958 - Court Support	
Project 00 - General	
Fund 071 - TRAFFIC FEE FUND Totals	\$1,353.95



Expense Budget Performance Report

Date Range 10/01/24 - 10/31/24

Include Rollup Account and Rollup to Base Account

Fund 074 - COURT AUTOMATION FUND	
Department 961 - Court Automation	
Project 00 - General	
Fund 074 - COURT AUTOMATION FUND Totals	<hr/> \$437.98
Fund 075 - COURT SECURITY FEE FUND	
Department 962 - Court Security Fee	
Project 00 - General	
Fund 075 - COURT SECURITY FEE FUND Totals	<hr/> \$18,116.92
Fund 076 - RECORDER SPECIAL FUND	
Department 963 - Recorder Special Account	
Project 00 - General	
Fund 076 - RECORDER SPECIAL FUND Totals	<hr/> \$18,474.00
Fund 078 - CIRCUIT CLERK OPER & ADMIN	
Department 178 - Circuit Clerk Oper & Admin	
Project 00 - General	
Fund 078 - CIRCUIT CLERK OPER & ADMIN	<hr/> \$375.00
Fund 079 - COURT DOCUMENT STORAGE FUND	
Department 967 - Court Document Storage	
Project 00 - General	
Fund 079 - COURT DOCUMENT STORAGE FUND	<hr/> \$4,780.66
Fund 080 - DRUG COURT FEE FUND	
Department 880 - Operations	
Project 00 - General	
Fund 080 - DRUG COURT FEE FUND Totals	<hr/> \$1,789.26
Fund 081 - VC ELECTRONIC MONITOR	
Department 881 - VC Electronic Monitor	
Project 00 - General	
Fund 081 - VC ELECTRONIC MONITOR Totals	<hr/> \$1,176.57
Fund 088 - TREASURER AUTOMATION FUND	
Department 965 - Treasurer Automation	
Project 00 - General	
Fund 088 - TREASURER AUTOMATION FUND	<hr/> \$4,545.43
Fund 091 - CHILD SUPPORT/MAINT	
Department 966 - Child Support & Maintenance	
Project 00 - General	
Fund 091 - CHILD SUPPORT/MAINT Totals	<hr/> \$2,569.53
Fund 097 - VICTIM WITNESS/ATTY GENERAL	
Department 999 - Victim Witness	
Project 00 - General	
Fund 097 - VICTIM WITNESS/ATTY GENERAL	<hr/> \$1,067.64
Fund 099 - VC MEG/EXP MULTI-JUR NARC	
Department 998 - MEG Grant	
Project 00 - General	
Fund 099 - VC MEG/EXP MULTI-JUR NARC Totals	<hr/> \$36,450.00



Expense Budget Performance Report

Date Range 10/01/24 - 10/31/24

Include Rollup Account and Rollup to Base
Account

Grand Totals

\$3,332,331.88

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
11-24-001	0824006G	SAL	DORIS VARELA	03-11-408-013 512 W. MAPLE ST. HOOPESTON, IL 60942	4,090.00	78.95	40.00	50.00	1,000.00	0.00	2,921.05
11-24-002	0824048G	SAL	CITY OF DANVILLE	23-03-203-002-0040, 003-0030 1903, 1905 DEERWOOD DR. DANVILLE, IL 61832	1,312.50	85.28	12.50	50.00	450.00	0.00	714.72
11-24-003	0824049G	SAL	CITY OF DANVILLE	23-03-203-029 MOORE ST. DANVILLE, IL	807.50	61.89	7.50	50.00	450.00	0.00	238.11
11-24-004	0824052G	SAL	CITY OF DANVILLE	23-03-307-019-0030 13 FAIRWEIGHT AVE. DANVILLE, IL	807.50	27.02	7.50	50.00	450.00	0.00	272.98
11-24-005	0824053G	SAL	CITY OF DANVILLE	23-03-406-007 11 NICKLAS AVE. DANVILLE, IL 61832	807.50	44.83	7.50	50.00	450.00	0.00	255.17
11-24-006	0824057G	SAL	CITY OF DANVILLE	23-04-106-081 ROGERS ST. DANVILLE, IL	807.50	78.95	7.50	50.00	450.00	0.00	221.05
11-24-007	0824059G	SAL	CITY OF DANVILLE	23-04-300-014-0030, 015 23-04-303-013-0030 504-ANDERSON ST. DANVILLE, IL	807.50	96.97	7.50	50.00	450.00	0.00	203.03
11-24-008	0824097G	SAL	CITY OF DANVILLE	23-05-305-010-0030 618 CHANDLER ST. DANVILLE, IL	807.50	27.02	7.50	50.00	450.00	0.00	272.98
11-24-009	0824099G	SAL	CITY OF DANVILLE	23-05-305-018-0030 HARMON AVE. DANVILLE, IL	807.50	68.72	7.50	50.00	450.00	0.00	231.28
11-24-010	0824100G	SAL	CITY OF DANVILLE	23-05-305-019-0030 CHANDLER ST. DANVILLE, IL	807.50	35.98	7.50	50.00	450.00	0.00	264.02
11-24-011	0824101G	SAL	CITY OF DANVILLE	23-05-305-021-0030 HARMON AVE. DANVILLE, IL	807.50	41.76	7.50	50.00	450.00	0.00	258.24
11-24-012	0824129G	SAL	CITY OF DANVILLE	23-09-121-033 7XX E. MAIN ST. DANVILLE, IL 61832	807.50	53.90	7.50	50.00	450.00	0.00	246.10
11-24-013	0824133G	SAL	CITY OF DANVILLE	23-09-203-014-0030 N. ALEXANDER ST. DANVILLE, IL 61832	807.50	48.92	7.50	50.00	450.00	0.00	251.08
11-24-014	0824159G	SAL	CITY OF DANVILLE	23-10-109-033-0030 VIRGINIA AVE. DANVILLE, IL	807.50	42.09	7.50	50.00	450.00	0.00	257.91
11-24-015	0824160G	SAL	CITY OF DANVILLE	23-10-109-034 VIRGINIA AVE. DANVILLE, IL	1,060.00	45.37	10.00	50.00	450.00	0.00	504.63

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
11-24-016	0824168G	SAL	CITY OF DANVILLE	23-10-119-031 230 GRACE ST. DANVILLE, IL 61832	807.50	96.54	7.50	50.00	450.00	0.00	203.46
11-24-017	0824914	SAL	CITY OF DANVILLE	23-03-305-016 103 CRONKHITE AVE. DANVILLE, IL 61832	800.00	0.00	0.00	50.00	450.00	0.00	300.00
11-24-018	0924001Y	SAL	CITY OF DANVILLE	23-04-111-040 912 N. BOWMAN ST. DANVILLE, IL 61832	800.00	121.60	0.00	50.00	450.00	0.00	178.40
11-24-019	0924002Y	SAL	CITY OF DANVILLE	23-05-204-030 912 N. HAZEL ST. DANVILLE, IL 61832	800.00	61.89	0.00	50.00	450.00	0.00	238.11
11-24-020	0924003Y	SAL	CITY OF DANVILLE	23-05-305-015 606 HARMON AVE. DANVILLE, IL 61832	800.00	5.00	0.00	50.00	450.00	0.00	295.00
11-24-021	0924004Y	SAL	CITY OF DANVILLE	23-05-309-008 418 CHANDLER ST. DANVILLE, IL 61832	800.00	70.42	0.00	50.00	450.00	0.00	229.58
11-24-022	0924005Y	SAL	CITY OF DANVILLE	23-08-228-024 20 QUINCY ST. DANVILLE, IL 61832	800.00	53.36	0.00	50.00	450.00	0.00	246.64
11-24-023	0924006Y	SAL	CITY OF DANVILLE	23-09-130-023 27 S. COLLETT ST. DANVILLE, IL 61832	800.00	96.01	0.00	50.00	450.00	0.00	203.99
11-24-024	0924007Y	SAL	CITY OF DANVILLE	23-10-101-033 301 N. GRIFFIN ST. DANVILLE, IL 61834	800.00	70.42	0.00	50.00	450.00	0.00	229.58
11-24-025	0924008Y	SAL	CITY OF DANVILLE	23-10-117-002 116 GRACE ST. DANVILLE, IL 61832	800.00	53.36	0.00	50.00	450.00	0.00	246.64
11-24-026	0824004G	SAL	APRIL MAYBERRY	03-11-105-010 7TH AVE. HOOPESTON, IL	807.50	53.36	7.50	50.00	450.00	0.00	246.64
11-24-027	0924932	SAL	VILLAGE OF ALLERTON	30-22-301-008 VERMILION AVE. ALLERTON, IL	800.00	79.49	0.00	50.00	450.00	0.00	220.51
11-24-028	2020-90019	SUR	PENNY & CORNELIUS WILSON	DANV000578 1831 PERRYSVILLE RD. LOT 16, DANVILLE, IL 61832	1,575.00	193.86	0.00	0.00	643.00	10.99	727.15

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

GRANT TOWNSHIP

PERMANENT PARCEL NUMBER 03-11-408-013

As described in certificates(s) : 2020-00076 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Doris Varela, has bid \$4,090.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$2,921.05 as a return for its certificate(s) of purchase. The County Clerk shall receive \$78.95 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$40.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$4,090.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$2,921.05 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-03-203-002-0040, 003-0030

As described in certificates(s) : 070332 sold November 2008, 110394 sold November 2012

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$1,312.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$714.72 as a return for its certificate(s) of purchase. The County Clerk shall receive \$85.28 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$12.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,312.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$714.72 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER 23-03-203-029

As described in certificate(s) : 2020-00498 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$807.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$238.11 as a return for its certificate(s) of purchase. The County Clerk shall receive \$61.89 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$7.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$238.11 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER 23-03-307-019-0030

As described in certificates(s) : 110282 sold November 2012

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$807.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$272.98 as a return for its certificate(s) of purchase. The County Clerk shall receive \$27.02 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$7.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$272.98 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-03-406-007

As described in certificates(s) : 2020-00550 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$807.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$255.17 as a return for its certificate(s) of purchase. The County Clerk shall receive \$44.83 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$7.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$255.17 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER 23-04-106-081

As described in certificates(s) : 2020-00574 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$807.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$221.05 as a return for its certificate(s) of purchase. The County Clerk shall receive \$78.95 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$7.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$221.05 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-04-300-014-0030, 015
23-04-303-013-0030

As described in certificates(s) : 950144 sold November 1996, 990146 sold November 2000, 2016-00571 sold November 2017

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$807.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$203.03 as a return for its certificate(s) of purchase. The County Clerk shall receive \$96.97 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$7.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$203.03 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-05-305-010-0030

As described in certificate(s) : 110927 sold November 2012

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$807.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$272.98 as a return for its certificate(s) of purchase. The County Clerk shall receive \$27.02 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$7.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$272.98 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER 23-05-305-018-0030

As described in certificates(s) : 120943 sold November 2013

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$807.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$231.28 as a return for its certificate(s) of purchase. The County Clerk shall receive \$68.72 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$7.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$231.28 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-05-305-019-0030

As described in certificate(s) : 100870 sold November 2011

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$807.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$264.02 as a return for its certificate(s) of purchase. The County Clerk shall receive \$35.98 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$7.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$264.02 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER 23-05-305-021-0030

As described in certificates(s) : 120944 sold November 2013

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$807.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$258.24 as a return for its certificate(s) of purchase. The County Clerk shall receive \$41.76 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$7.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$258.24 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-09-121-033

As described in certificate(s) : 2020-00781 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$807.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$246.10 as a return for its certificate(s) of purchase. The County Clerk shall receive \$53.90 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$7.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$246.10 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-09-203-014-0030

As described in certificate(s) : 070196 sold November 2008

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$807.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$251.08 as a return for its certificate(s) of purchase. The County Clerk shall receive \$48.92 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$7.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$251.08 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-10-109-033-0030

As described in certificates(s) : 100732 sold November 2011

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$807.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$257.91 as a return for its certificate(s) of purchase. The County Clerk shall receive \$42.09 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$7.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$257.91 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER 23-10-109-034

As described in certificates(s) : 2020-00858 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$1,060.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$504.63 as a return for its certificate(s) of purchase. The County Clerk shall receive \$45.37 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$10.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,060.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$504.63 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER 23-10-119-031

As described in certificates(s) : 2015-00806 sold November 2016

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$807.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$203.46 as a return for its certificate(s) of purchase. The County Clerk shall receive \$96.54 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$7.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$203.46 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-03-305-016

As described in certificates(s) : 2018-00521 sold November 2019

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER 23-04-111-040

As described in certificate(s) : 2020-00580 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$178.40 as a return for its certificate(s) of purchase. The County Clerk shall receive \$121.60 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$178.40 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER 23-05-204-030

As described in certificates(s) : 2020-00673 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$238.11 as a return for its certificate(s) of purchase. The County Clerk shall receive \$61.89 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$238.11 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER 23-05-305-015

As described in certificates(s) : 2019-00603 sold February 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$295.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$5.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$295.00 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-05-309-008

As described in certificates(s) : 2020-00697 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$229.58 as a return for its certificate(s) of purchase. The County Clerk shall receive \$70.42 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$229.58 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-08-228-024

As described in certificates(s) : 2020-00771 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$246.64 as a return for its certificate(s) of purchase. The County Clerk shall receive \$53.36 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$246.64 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-09-130-023

As described in certificates(s) : 2020-00790 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$203.99 as a return for its certificate(s) of purchase. The County Clerk shall receive \$96.01 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$203.99 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER 23-10-101-033

As described in certificates(s) : 2020-00839 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$229.58 as a return for its certificate(s) of purchase. The County Clerk shall receive \$70.42 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$229.58 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER 23-10-117-002

As described in certificates(s) : 2020-00877 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Danville, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$246.64 as a return for its certificate(s) of purchase. The County Clerk shall receive \$53.36 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$246.64 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____,

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

GRANT TOWNSHIP

PERMANENT PARCEL NUMBER 03-11-105-010

As described in certificates(s) : 2020-00055 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, APRIL MAYBERRY, has bid \$807.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$246.64 as a return for its certificate(s) of purchase. The County Clerk shall receive \$53.36 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$7.50 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$807.50.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$246.64 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

SIDELL TOWNSHIP

PERMANENT PARCEL NUMBER 30-22-301-008

As described in certificates(s) : 2020-01168 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Village of Allerton, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$220.51 as a return for its certificate(s) of purchase. The County Clerk shall receive \$79.49 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$220.51 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent mobile home taxes;

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described mobile home:

VIN: 4299
1980 PATRIOT 1075 SqFt
MH PARK: GLENDALE

PERMANENT PARCEL NUMBER: DANV00578

As described in certificate(s): 2020-90019 sold on February 25, 2021

Commonly known as: 1831 PERRYSVILLE RD. LOT 16

and it appearing to the Finance Committee that it is in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, Penny & Cornelius Wilson, has paid \$1,564.01 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$727.15 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$193.86 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. Penny & Cornelius Wilson shall receive \$10.99 for overpayment. The remainder is the amount due the Agent under his contract for services.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described mobile home for the sum of \$727.15 to be paid to the Treasurer of Vermilion County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

GUARANTEED ENERGY SAVINGS CONTRACT

THIS GUARANTEED ENERGY SAVINGS CONTRACT (this “Agreement”) is made and effective **11/12/2024** (the “Effective Date”), by and between **Vermilion County, Illinois** (“Owner”), with an address at **201 N Vermilion St Danville, IL 61832**, and **Centrica Business Solutions Services, Inc.** (“Centrica”), with an address at **2111 Ellsworth Blvd, Malta, New York 12020**. Owner and Centrica are sometimes referred to herein, individually, as a “Party”, and, collectively, as the “Parties”.

RECITALS

- A. Owner is a County incorporated under the laws of the State of Illinois, and is a Unit of Local Government within the meaning of the Illinois Local Government Energy Conservation Act, 50 ILCS 515 (the “Act”).
- B. Owner owns and operates certain facilities described on the attached Schedule 1 (the “Facilities”), and desires to procure long-term energy cost savings and reduce related expenses in the operation of such Facilities.
- C. Centrica is a New York Corporation and is duly authorized to do business in the State of Illinois, and is a Qualified Provider within the meaning of the Act, engaged in the business of and having experience and capabilities in providing energy efficiency services, including Energy Conservation Measures (“ECMs”), as defined in the Act.
- D. Heretofore, Owner is a registered member of TIPS (The Interlocal Purchasing System) and, through utilizing the RFQ issued by TIPS for Contract #220104 Energy Savings Performance Contracts, Owner selected Centrica as the most highly qualified vendor best meeting its needs herein.
- E. Thereafter, and pursuant to Owner’s selection of Centrica, Centrica and Owner entered into an Investment Grade Audit Agreement, pursuant to which Centrica conducted an investment grade audit and delivered to Owner a detailed engineering and economic report (the “IGA Report”) that specifically identifies the ECMs that are recommended to be installed and/or implemented at the Facilities.
- F. Pursuant to the IGA Report, Owner now desires to enter into this Agreement with Centrica as a Guaranteed Energy Savings Contract for the installation and implementation of the ECMs at the Facilities (the “Project”).

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I **PRELIMINARY MATTERS**

1.1 INCORPORATION. The Recitals set forth above are hereby incorporated into the body of this Agreement and made a binding part hereof.

1.2 THE IGA REPORT The IGA Report is attached hereto as Exhibit A. Owner acknowledges that it has approved and accepted the IGA Report, which identifies all ECMs to be performed under this Agreement.

1.3 CONTRACT DOCUMENTS. The entire agreement of the Parties with respect to the Project is contained in the “Contract Documents”, which consist of: 1) this Agreement ii) any Change Orders or other amendments to this Agreement, and iii) the following Exhibits and Schedules:

- Exhibit A: The IGA Report
- Exhibit B: Certificate of Substantial Completion

- Schedule 1: The Facilities
- Schedule 2A: Scope of ECM Work
- Schedule 2B: Scope of Services
- Schedule 3: ECM Work Schedule
- Schedule 4: As-Built Drawings Requirements
- Schedule 5: Energy Savings Schedule
- Schedule 6A: ECM Work Schedule of Values
- Schedule 6B: Services Schedule of Values

The provisions of this Agreement shall control in the event of any conflict between its terms and those contained in any of the Exhibits or Schedules

ARTICLE II SCOPE AND TERM

2.1 SCOPE OF THE PROJECT. The Project shall consist of two phases: 1) the “Construction & Installation Phase”, in which the Equipment (as hereinafter defined) will be designed, constructed and/or installed into the Facilities and the ECMs shall be otherwise implemented (the “ECM Work”), and 2) the “Ongoing Services Phase”, in which Centrica will provide ongoing energy savings monitoring and reporting services, and management and/or modification of the Equipment (the “MM&V and O&M Services”). The full scope of the ECM Work and the MM&V and O&M Services are set forth and detailed, respectively, on the “Scope of ECM Work” attached as Schedule 2A, and the “Scope of Services” attached as Schedule 2B. Centrica shall be responsible for the professional and technical accuracy of the ECM Work and the MM&V and O&M Services, whether performed by Centrica or by subcontractors or others on its behalf.

2.2 TERM. Subject to Section 2.1(A), the term of this Agreement (the “Term”) shall commence on the Effective Date, and, unless sooner terminated in accordance with the terms hereof, shall continue for a period of eight (8) years from the MM&V Services Commencement Date (as hereinafter defined), but subject to the termination rights provided in Sections 2.2.1.

2.2.1 RIGHT TO PARTIAL TERMINATION. At any time following the first (1st) anniversary of the MM&V Services Commencement Date, and upon at least sixty (60) days' prior written notice to Centrica, Owner shall have the right to terminate non-required MM&V Services set forth on Schedule 2B. If Owner so elects to partially terminate, all of the then-applicable terms and provisions of this Agreement shall continue in full force and effect, except that the MM&V Services Fee shall be equitably adjusted by the Parties in a manner consistent with Schedule 6B.

ARTICLE III **THE ECM WORK**

3.1 CONSTRUCTION AND INSTALLATION OF THE ECM WORK. Subject to the other provisions of this Agreement, Centrica will act as a turn-key design-builder assuming total responsibility for the design, procurement of labor and materials for the improvements to the Facilities, and the installation and start-up of the energy efficiency equipment (the "Equipment"), as set forth in and in accordance with the Scope of ECM Work.

3.1.1 CONSTRUCTION SCHEDULE. The Construction and Installation Phase will commence upon either the issuance by Owner of a written notice to proceed or the written agreement of the Parties fixing such commencement date. The performance of the ECM Work shall be carried out and proceed in accordance with the schedule (the "ECM Work Schedule") attached as Schedule 3. The ECM Work Schedule may be amended from time to time by the Parties due to changes in the ECM Work or other events affecting the completion of the ECM Work.

3.1.2 STATUTORY COMPLIANCE. In the performance of the ECM Work, including the installation of the Equipment, Centrica shall, and shall require all of its contractors, subcontractors, and all subcontractors under them to, as applicable, comply with the requirements of all applicable statutes and regulations. Without limiting the foregoing, Centrica shall otherwise give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement that govern the proper performance of the ECM Work.

3.1.3 PERMITS AND APPROVALS. Centrica shall be responsible for obtaining all necessary permits and approvals for the ECM Work, including the installation of the Equipment, and shall pay any and all permit fees. Owner shall use its best efforts to assist Centrica in obtaining all such necessary permits and approvals. The Equipment and the operation of the Equipment by Centrica shall conform to all federal, state and local code requirements in effect at the time of installation. Before Centrica commences any portion of the ECM Work that requires a permit or license, Centrica shall furnish copies of each such, approvals, permits or license to Owner.

3.1.4 PERFORMANCE. Owner and Centrica shall coordinate the activities associated with the installation of the Equipment by Centrica with any ECM Work or installations of Owner, its employees and agents. Centrica shall not commit or permit any act that will materially interfere with the performance of business activities conducted by

Owner or its employees without the prior written approval of Owner, which shall not be unreasonably withheld, and provided that the ECM Work Schedule shall be modified if Owner requires Centrica to delay or re-sequence the ECM Work in order to accommodate Owner's operations. Centrica shall perform all of the ECM Work in such a manner so as not to harm the structural integrity of the Facilities or their operating systems. Centrica shall repair and restore to its original condition any area of damage caused by Centrica's performance under this Agreement. Owner reserves the right to review the ECM Work and to direct Centrica to take corrective action if, in the reasonable opinion of Owner, the structural integrity of the Facilities or its systems is or will be harmed. In addition, Centrica shall be responsible for the professional and technical accuracy of all ECM Work performed, whether by its own forces or by its subcontractors or others on its behalf. Centrica is responsible for general broom cleaning, and shall, to the fullest extent practicable, at all times keep the Facilities clean and free of debris, rubbish and dust. At the completion of the ECM Work, Centrica shall remove from the worksite all construction equipment, tools, surplus materials, waste materials and debris.

3.2 DESIGN AND CONSTRUCTION DOCUMENTS. Drawings, specifications, and other documents, including those in electronic form, furnished or utilized by Centrica are instruments of service (the "Instruments of Service"). Centrica shall retain all common law, statutory and other reserved rights, including copyrights in the Instruments of Service. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to the Project.

3.2.1 Centrica grants to Owner a non-exclusive license to reproduce and use the Instruments of Service solely in connection with the Project, provided that Owner shall comply with all obligations, including prompt payment of sums when due. Owner shall not assign or transfer any license herein to another party without prior written agreement of Centrica. Any unauthorized reproduction or use of the Instruments of Service by Owner or others shall be at Owner's sole risk and expense without liability to Centrica, and its design professionals. Termination of this Agreement due to the default of Owner shall terminate this license. If this Agreement is terminated for any reason other than the default of Owner, Owner shall have a non-exclusive license to use the Instruments of Service for the completion, use and maintenance of the Project. Submission or distribution of Centrica's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved here.

3.2.3 Centrica shall pay all royalties and license fees that may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by Centrica and incorporated in the ECM Work. Centrica shall defend, indemnify and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify and hold Centrica harmless from all suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by Owner.

3.2.4 Centrica shall prepare and submit to Owner final marked up as-built drawings to the extent and as set forth in the attached Schedule 4.

3.3 WARRANTIES.

3.3.1 Centrica warrants that all materials and equipment furnished under the Construction and Installation Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Scope of ECM Work and all documents associated therewith, and free from defective workmanship and materials. Warranties with respect to the ECM Work, or applicable portion of the ECM Work, as the case may be, shall commence on the date of Substantial Completion thereof (as hereinafter defined). Centrica agrees to correct all ECM Work that is defective in workmanship or materials within a period of one (1) year from the date of Substantial Completion, or such longer periods of time as may be set forth with respect to specific warranties required hereunder.

3.3.2 Centrica shall collect, deliver, and, to the extent permissible, assign all manufacturers' warranties and Equipment manuals to Owner. There are no warranties that extend beyond the description on the face of any such warranty.

3.3.3 EXCEPT AS SET FORTH IN SECTIONS 3.3.1 AND 3.3.2, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. In addition, the warranties under this Section 3.3 shall be void and do not extend to any ECM Work that has been abused, altered, or misused, or that has been repaired by Owner or third parties without the supervisions or prior written approval of Centrica.

3.4 SAFETY OF PERSONS AND PROPERTY. Centrica shall endeavor to avoid injury, loss or damage to persons or property by taking reasonable steps to protect: a) its employees and other persons at the worksite, and b) and materials, supplies and equipment stored at the worksite for use in performance of the ECM Work. Centrica shall also oversee the safety precautions and programs of its subcontractors and suppliers at the worksite.

3.5 HAZARDOUS MATERIALS.

3.5.1 A "Hazardous Material" is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up. Centrica shall not be obligated to commence or continue the ECM Work until all Hazardous material discovered at the Project site has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory approved by the appropriate government agency.

3.5.2 If after the commencement of the ECM Work, Hazardous Material is discovered at the Project site, Centrica shall be entitled to immediately stop ECM Work in the affected area. Centrica shall report the condition to Owner and, if required, the government agency

with jurisdiction. Owner shall be responsible for retaining any independent testing laboratory to determine the nature of the materials encountered and whether it is a Hazardous Material requiring corrective measures and/or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effects upon the ECM Work. Centrica shall resume ECM Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

3.5.3 Centrica shall not be required to perform any ECM Work relating to or in the area of Hazardous Material without written mutual agreement.

3.5.4 If Centrica incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, Centrica shall be entitled to an equitable adjustment in compensation and/or the ECM Work Schedule.

3.5.5 To the extent not caused by the negligent acts or omissions of Centrica, or its subcontractors or suppliers, and their agents, officers, and employees of each of them, Owner shall defend, indemnify and hold harmless Centrica, its subcontractors, suppliers, and their agents, officers and employees, from and against any and all claims, damages, penalties, losses, expenses, and other liabilities, including attorney's fees, arising out of or relating to the performance of the ECM Work in any area affected by Hazardous Material.

3.5.6 During the performance of the ECM Work, Centrica shall be responsible for the proper handling of all materials brought by it to the worksite. The provisions of this Section 3.5 shall also apply to the MM&V Services, and, without limiting the foregoing, on and after the MM&V Services Commencement Date, Owner shall be responsible under this Section 3.5 for materials and substances brought to the site by Centrica if such materials or substances are required by the Contract Documents.

3.5.7 The terms of this Section 3.5 shall survive the completion of the ECM Work and the termination of this Agreement.

3.6 SYSTEMS START-UP AND TRAINING.

3.6.1 Upon Substantial Completion of the ECM Work, with the assistance of Owner's personnel, Centrica shall direct the checkout of Equipment and start-up operations, and adjusting and balancing of Equipment and for readiness. Centrica shall also secure required certificates of inspection, testing or approval and deliver them to Owner.

3.6.2 Centrica shall conduct the training program described in Schedule 2A. The training specified in Schedule 2A shall be completed prior to Final Completion (as hereinafter defined) of the ECM Work.

3.7 SUBSTANTIAL COMPLETION/FINAL COMPLETION

3.7.1 “Substantial Completion” means that stage in the progress of the ECM Work when the ECM Work, or designated portion thereof, is sufficiently complete in accordance with this Agreement so that Owner can use or occupy the Facilities and utilize the ECM Work or designated portion thereof for its intended use. Upon Substantial Completion, the Parties shall execute a Certificate of Substantial Completion fixing the date of Substantial Completion and listing all unfinished items of ECM Work, in substantially the form attached hereto as Exhibit B.

3.7.2 “Final Completion” means the point when all of the ECM Work is fully and finally complete in accordance with the requirements of this Agreement, and Owner has accepted the ECM Work, which acceptance shall not be unreasonably delayed or conditioned by Owner.

ARTICLE IV **THE MM&V SERVICES**

4.1 COMMENCEMENT OF THE MM&V SERVICES. The date of the commencement of Centrica’s obligations under the MM&V Services Phase (the “MM&V Services Commencement Date”) shall be the date that: (i) Substantial Completion has been achieved for all portions of the ECM Work, and (ii) the systems start-up and training obligations under Section 3.6 have been completed. Centrica’s obligations under the MM&V Services Phase shall thereafter continue until the conclusion of the Term or any earlier termination of this Agreement.

4.2 THE MM&V SERVICES.

4.2.1 During the MM&V Services Phase Centrica shall perform those MM&V Services set forth in and in accordance with the Scope of MM&V Services. Without limiting the foregoing, Centrica shall perform and carry out the duties and obligations set forth below in Section 4.2.2.

4.2.2 For each year of the Term after the MM&V Services Commencement Date, within sixty (60) days of the anniversary date of the MM&V Services Commencement Date, Centrica shall provide Owner with an annual energy savings guarantee reconciliation report (the “Savings Reconciliation Report”) in substantially the form annexed hereto as Exhibit C, that calculates annual energy savings according to the Energy Savings Methodologies defined in the “Energy Savings Schedule” attached hereto as Schedule 5. Centrica will provide Owner with an explanation as to any variations between annual energy savings and the Guaranteed Energy Savings (as hereinafter defined) shown in the Savings Reconciliation Report. The Savings Reconciliation Report shall initially be submitted by Centrica to Owner in draft form whereupon Centrica and Owner shall use their best efforts to resolve any discrepancies in the draft Savings Reconciliation Report as soon as possible so as to arrive at mutually acceptable Savings Reconciliation Report. Centrica and Owner will indicate their acceptance of the Savings Reconciliation Report by signing at the end thereof. Failure of Owner to respond within 60 days of receipt of the report shall indicate Owner’s acceptance of the report.

4.3 GUARANTEED ENERGY SAVINGS.

4.3.1 Centrica has formulated and hereby guarantees the energy and operations savings (the “Guaranteed Energy Savings”) to be achieved as a result of the installation and operation of the ECM Work and the provisions of the MM&V Services, as set forth in the Energy Savings Schedule (Schedule 5). The amount of the Guaranteed Energy Savings is subject to modification based upon i) changes in the ECM Work after the Effective Date, ii) changes in the MM&V Services after the Effective Date, iii) Material Changes, and iv) force majeure and the Parties shall reflect all such modifications by revising accordingly the Guaranteed Energy Savings and any other applicable portions of the Energy Savings Schedule.

4.3.2 Commencing with the first twelve (12) month period following the MM&V Services Commencement Date, and for each twelve (12) month period within the Term thereafter, where the energy savings, as calculated using the method defined in the Energy Savings Schedule, are less than the Guaranteed Energy Savings, Centrica agrees to pay to Owner the difference between the Guaranteed Energy Savings and the sum of the actual energy savings as calculated. Centrica will make any such Guaranteed Energy Savings payment within ninety (90) days of the date of Owner’s acceptance of the Savings Reconciliation Report pursuant to Section 4.3.1.

4.4 EQUIPMENT SERVICE AND MODIFICATION.

4.4.1 Owner shall not move, remove, modify, alter, or change the Equipment or any part thereof (“Alterations”) in any way without the prior written approval of Centrica, except in the event of a *bona fide* emergency where it is not reasonably possible to notify Centrica before carrying out Alterations. In the event of such an emergency, Owner shall take reasonable steps to protect the Equipment from damage or injury, shall follow any instructions for emergency action provided in advance by Centrica, and shall notify Centrica within three (3) business days of such emergency. Any telephonic notice of such emergency shall be followed within one (1) business day by written notice to Centrica from Owner. Owner agrees to maintain the Facilities in good repair and to protect and preserve all portions thereof that may in any way affect the operation or maintenance of the Equipment.

4.4.2 In the event that any actions of Owner, including but not limited to the carrying out of Alterations, affect the performance of the Equipment, the Guaranteed Energy Savings shall be adjusted to reflect the impact of such actions. If Owner unreasonably delays in notifying Centrica of changes resulting from an emergency and/or Owner does not receive written approval to carry out Alterations, all Guaranteed Energy Savings obligations of Centrica under Section 4.3 and elsewhere in this Agreement shall automatically cease and be of no further force or effect.

4.4.3 At all times during the Term, Centrica shall have the right, subject to Owner's prior written approval, which approval shall not be unreasonably withheld, to change the Equipment or any related energy automation management systems, revise any procedures for the operation thereof, and/or implement other energy saving actions in the Facilities,

provided that: (i) such modifications are necessary, in Centrica's reasonable judgment, to enable Centrica to achieve the Guaranteed Energy Savings at the Facilities, and (ii) any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures shall be the responsibility of Centrica. All such modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described in a supplemental schedule to be provided to Owner.

ARTICLE V **OWNER'S RESPONSIBILITIES**

5.1 GENERAL RESPONSIBILITIES.

5.1.1 Upon request of Centrica, Owner shall provide all available information in a timely manner regarding requirements for the Project, including all existing reports or studies regarding the physical characteristics of the site (such as surveys, site evaluations and existing conditions reports), legal descriptions, plans and drawings, building controls, systems, apparatus, equipment and machinery.

5.1.2 Owner shall promptly notify Centrica of all known unusual or materially change operating conditions that affect any Facilities, or any condition that may affect the ECM Work or the MM&V Services.

5.1.3 Owner shall appoint an authorized representative to facilitate Centrica's performance of the ECM Work and the MM&V Services. The representative shall:

- a) be fully acquainted with the ECM Work and the MM&V Services;
- b) agree to furnish the information and MM&V Services required of Owner so as not to delay Centrica's performance of its obligations under this Agreement; and
- c) shall have authority to bind Owner in all matters requiring Owner's approval, authorization or written notice. If Owner changes its representative or the representative's authority as listed above, Owner shall notify Centrica in advance.

5.1.4 Owner shall perform any Owner obligations set out in the Schedules to this Agreement as if such obligations were set out in full in this Section 5.1.4.

5.2 RESPONSIBILITIES DURING CONSTRUCTION & INSTALLATION PHASE.

5.2.1 Owner shall review the ECM Work Schedule as set forth in Section 3.1.1, timely approve any milestone dates set forth, and timely respond to its obligations thereunder.

5.2.2 Owner shall provide sufficient space at the site for the performance of the EPC Work. Owner shall provide access to the site and Facilities for Centrica to perform any function related to this Agreement during regular business hours, and at such other

reasonable times as may be requested by Centrica. Owner shall not unreasonably restrict Centrica's access to the site or Facilities to make emergency repairs or corrections as Centrica may determine are needed.

5.2.3 Owner shall provide inspection and testing services during construction as required by law or as mutually agreed.

5.2.2 If Owner becomes aware of any error, omission or failure to meet the requirements of this Agreement or any fault or defect in the ECM Work, Owner shall give prompt written notice to Centrica.

5.3 RESPONSIBILITIES DURING THE MM&V SERVICES PHASE.

5.3.1 Owner shall provide Centrica with complete energy usage information and energy-using equipment information, as requested by Centrica. This information will include, but not be limited to:

- a) Copies of all utility and fuel bills for the Facilities; for the two years prior to the MM&V Services Commencement Date and ongoing throughout the Term.
- b) Direct access, by telephone modem or other reasonable means installed at Centrica's expense, to any and all energy management systems or building automation systems installed in or used in connection with the Facilities, with permission granted to Centrica to download any and all information from these systems and to store such information for the Term;
- c) Permission to install, at Centrica's expense, add-on devices to any and all utility and energy use meters, to enable Centrica to directly observe Facility utility usage, with permission granted to Centrica to download any and all information from these systems and to store such information for the Term;
- d) Permission, as an agent of Owner, to obtain and utilize any and all energy usage information from any and all utilities or energy suppliers providing service to the Facilities, with permission granted to Centrica to download any and all information from these systems and to store such information for the Term. In connection herewith, Owner agrees to execute such permission or authorization forms, which utilities or energy suppliers may from time to time require to release such information to Centrica; and
- e) Copies of any and all energy-using equipment repair orders or invoices for repairs or maintenance ECM Work not subject to the direct control of Centrica.

5.3.2 Failure by Owner to provide the information required in this Section 5.3 or otherwise comply with its obligations under this Agreement in timely fashion, will suspend the Energy Savings Guarantee described in the Energy Savings Schedule until the information is provided or other obligation is met. The failure of Owner to provide this

information within ninety (90) days of the end of the applicable annual period shall be deemed a material breach of this Agreement in accordance with Section 8.2.1(d) hereof.

ARTICLE VI COMPENSATION AND PAYMENT

6.1 COMPENSATION FOR THE ECM WORK.

6.1.1 For the performance of the ECM Work, and all obligations in connection therewith under this Agreement, Owner agrees to pay Centrica the following sum (the "ECM Work Price"): **Three million four hundred and twenty thousand and nine hundred twenty-two dollars (\$3,420,922)**. A detailed "ECM Work Schedule of Values", setting forth the breakdown of the total ECM Work Price, is attached hereto as Schedule 6A.

6.1.2 Based upon itemized applications for payment submitted to Owner by Centrica during the Construction and Installation Phase, Owner shall make payment to Centrica of the ECM Work Price as follows:

- a) The period covered by each application for payment shall be one calendar month ending on the last day of the month. Provided an application for payment is received by Owner not later than the 5th day of a month, Owner shall make payment pursuant to such application to Centrica not later than the 20th day of the same month. If an application for payment is received by Owner after the application date fixed above, payment shall be made by Owner not later than twenty (20) days after receipt of the application for payment.
- b) Each application for payment shall provide such detail and back-up information or data as Owner may reasonably require, and shall be based upon the ECM Work completed and materials stored on site and/or at locations approved by Owner in its reasonable discretion for the period ending on the last day of the applicable month. The ECM Work Schedule of Values shall be used in establishing percentages of completion in payment applications.
- c) Final payment, constituting the entire unpaid balance of the ECM Work Price, shall be made by Owner to Centrica within fifteen (15) days of the date of Final Completion.
- d) Payments due and unpaid shall bear interest from the date due at the legal rate prevailing from time to time at the place where the Project is located.

6.2 COMPENSATION FOR THE MM&V and O&M SERVICES.

6.2.1 For the performance of the MM&V and O&M Services during the Term, Owner agrees to pay Centrica the following fee in the sum of (the "MM&V Services Fee"): **eight thousand six hundred and forty six dollars (\$8,646)**. A detailed "Services Schedule of

Values”, setting forth the annual breakdown of the total MM&V and O&M Services Fee for each item of Services, is attached hereto as Schedule 6B.

6.2.2 Effective as of each anniversary of the Services Commencement Date, the MM&V and O&M Services Fee shall be increased by an amount equal to three (3%) percent of the amount of the Service Fee for the immediately preceding one (1) year period.

6.2.3 The Service Fee shall be paid in arrears in equal annual installments on the first (1st) day of the month in which the anniversary of the MM&V Services Commencement Date occurs.

ARTICLE VII **CHANGES**

7.1 CHANGE ORDERS. Changes in the ECM Work or MM&V Services that are within the general scope of this Agreement, and that are not minor changes in the ECM Work or MM&V Services, shall be accomplished without invalidating this Agreement by a written instrument executed by both Parties in accordance with this Article VII (a “Change Order”). Centrica may request or Owner may order changes in the ECM Work or MM&V Services within the general scope of this Agreement consisting of adjustment to the ECM Work Price and/or MM&V Services Fee, respectively, or the ECM Work Schedule. All such changes in the ECM Work shall be authorized by applicable Change Order.

7.1.1 Centrica shall be entitled to an equitable adjustment to the ECM Work Price, MM&V Services Fee and/or the ECM Work Schedule. Acceptance of the Change Order and any adjustment in the ECM Work Price, MM&V Services Fee and/or ECM Work Schedule shall not be unreasonably withheld. An increase or decrease in the ECM Work Price or MM&V Services Fee resulting from a change in the scope of the ECM Work or MM&V Services shall be determined by one or more of the following methods:

- a) unit prices set forth in this Agreement or as subsequently agreed;
- b) a mutually accepted, itemized lump sum; or
- c) if an increase or decrease cannot be agreed upon as set forth in this Section 7.1, the adjustment in the ECM Work Price or MM&V Services Fee shall be determined by the reasonable expense and savings of the performance of the ECM Work resulting from the change. If there is a net increase in the ECM Work Price or MM&V Services Fee, then a reasonable adjustment shall be made for Centrica’s overhead and profit. In the case of a net decrease in cost, the amount of the decrease in the ECM Work Price or MM&V Services Fee shall not include reduction for overhead and profit.

7.2 MINOR CHANGES IN THE ECM WORK. Centrica may make minor changes in the design and construction of the ECM Work consistent with the intent of this Agreement that do not involve an adjustment in the ECM Work Price or MM&V Services Fee or the ECM Work

Schedule, so long as such changes do not materially and adversely affect the ECM Work, the quality of the materials or equipment specified herein, the performance of any materials, equipment or systems specified herein, or the quality of the workmanship required by this Agreement.

7.3 CHANGES AFFECTING THE GUARANTEED ENERGY SAVINGS. The Parties acknowledge that changes that negatively or positively affect the scope of the ECM Work will necessarily affect the Guaranteed Energy Savings set forth in Section 4.3. Change Order documents containing such scope changes shall also delineate the corollary Guaranteed Energy Savings adjustments.

7.4 UNKNOWN CONDITIONS. If in the performance of the ECM Work or the MM&V Services Centrica finds latent, concealed or other conditions that materially differ from the conditions Centrica reasonably anticipated, or if the physical conditions are different from those normally encountered and generally recognized as inherent in the kind of ECM Work or MM&V Services provided for in this Agreement, then the ECM Work Price or the MM&V Services Fee shall be equitably adjusted, and, as applicable, the ECM Work Schedule and Guaranteed Energy Savings shall be appropriately modified, by a Change Order within a reasonable time after the conditions are first observed. Centrica shall provide Owner with written notice of its discovery of any of the foregoing conditions as soon as practicable after such discovery.

7.5 EMERGENCIES. In any emergency affecting the safety of persons or property, Centrica shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the ECM Work Price, MM&V Services Fee or ECM Work Schedule on account of such emergency ECM Work shall be determined as provided in this Article VII.

7.6 CHANGES IN LAW AND FORCE MAJEURE. In the event that either: (i) any changes in laws or regulations affecting the performance of the ECM Work are enacted after the date of this Agreement; and/or (ii) Section 12.3 (*Force Majeure*) applies, the ECM Work Price, the MM&V Services Fee and/or the ECM Work Schedule or Guaranteed Savings shall be equitably adjusted by Change Order.

7.7 MATERIAL CHANGES.

7.7.1 Definition. A "Material Change" is any change in or to the Facilities, whether structural, operational or otherwise in nature that reasonably can be expected, in the judgment of Owner and Centrica to decrease annual energy savings in accordance with the provisions and procedures set forth in the Energy Savings Schedule (Schedule 5) after adjustments for climatic variations. Actions by Owner that may result in a Material Change include, but are not limited to the following;

- a) The manner of use of the Facilities by Owner;
- b) The hours of operation for the Facilities or for any Equipment or energy using systems operating at the Facilities;

- c) Permanent changes in the comfort and service parameters set forth in Scope of ECM Work (Schedule 2A);
- d) Occupancy of the Facilities;
- e) The structure of the Facilities;
- f) The types and quantities of equipment used at the Facilities;
- g) The modification, renovation or construction at the Facilities (other than the ECM Work);
- h) Owners' failure to provide maintenance of and repairs to the Equipment; or
- i) Any other conditions other than climate affecting energy use at the Facilities.

7.7.2 Reported Material Changes. Owner shall use best efforts to deliver to Centrica a written notice describing all actual or proposed Material Changes at least thirty (30) days prior to the implementation of such Material Change, or as soon as is practicable after an emergency or other unplanned event. After Centrica's review of the notice, the Parties shall meet as soon as practicable to agree upon adjustments to the Energy Savings Schedule and the MM&V Services Fee, which adjustments shall be set forth in a Change Order.

ARTICLE VIII **TERMINATION**

8.1 TERMINATION BY OWNER FOR CAUSE. Upon thirty (30) days' advance written notice to Centrica, Owner may terminate this Agreement for Cause (as hereinafter defined) if after giving Centrica written notice of such Cause, Centrica fails to cure the same within thirty (30) days following receipt of such notice or, if such cure cannot reasonably be effected within thirty (30) days, such cure is undertaken within such time period and is thereafter continued diligently until completion.

8.1.1 For purposes of this Agreement, "Cause" shall mean the occurrence of any of the following:

- a) Any material failure on the part of Centrica to perform or comply with the terms and conditions of this Agreement; or
- b) The commencement by or on behalf of Centrica of any voluntary or involuntary case or matter relating to or associated with the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or Centrica being adjudicated a debtor or declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other U.S. Federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or Centrica making a general assignment for the benefit of

creditors, or admitting in writing its inability to pay its debts generally as they become due, and/or if a custodian, receiver, trustee or liquidator of Centrica, all or substantially all of the assets or business of Centrica or of Centrica's interest in this Agreement, is appointed in any proceeding.

8.1.2 If termination occurs during the Construction and Installation Phase, Owner shall be responsible for paying for all ECM Work performed by Centrica through the effective date of termination, and Owner may deduct from the amount due to Centrica the reasonable cost to Owner of any necessary remediation required with respect to the matters resulting in such termination. In the event that Centrica is terminated by Owner under this provision and it is later determined that such termination was improper, Centrica shall be entitled to the remedies set forth in Section 8.3 below.

8.1.3 If termination occurs during the MM&V Services Phase, Owner shall be responsible for paying for all reasonable costs and expenses incurred by Centrica under Section 4.4 hereof prior to the effective date of termination, but subject to Owner's right to deduct its remediation costs in the same manner as provided in Section 8.1.2.

8.2 TERMINATION BY CENTRICA

8.2.1 Upon ten (10) days' advance written notice to Owner, Centrica may, in addition to any other rights or remedies, terminate this Agreement for any of the following reasons:

- a) If the ECM Work has been stopped for at least thirty-day period under court order or order of other governmental authorities having jurisdiction, or as a result of the declaration of a national emergency or other governmental act during which, through no fault of Centrica, materials, supplies, tools, and construction equipment and machinery for the ECM Work are not available;
- b) If Owner has failed to pay any compensation due to Centrica in accordance with this Agreement for a period of thirty (30) days or more;
- c) If the ECM Work has been suspended for any reason by Owner for a continuous period exceeding sixty (60) days;
- d) If Owner has materially hindered or delayed Centrica in the performance of any of its obligations, or Owner has otherwise has materially breached any covenant, agreement, warranty or representation set forth in this Agreement, and if after giving Owner written notice of thereof Owner fails to cure the same within thirty (30) days following receipt of such notice or, if such cure cannot reasonably be effected within thirty (30) days, such cure is undertaken within such time period and is thereafter continued diligently until completion.

8.2.2 Upon such termination, Centrica shall be entitled to recover from Owner as provided in Section 8.3.

Upon the payment of amounts due under this Section 8.2, neither Party shall have any further liability to the other except for those obligations expressly specified in this Agreement to survive its termination.

8.3 TERMINATION BY OWNER WITHOUT CAUSE.

8.3.1 If Owner terminates this Agreement other than pursuant to Section 8.1, Centrica shall be entitled to recover from Owner as follows:

- a) If termination occurs during the Construction and Installation Phase, Owner shall be responsible for paying for all ECM Work performed by Centrica through the effective date of termination;
- b) If termination occurs during the MM&V Services Phase, Owner shall be responsible for paying for all reasonable costs and expenses incurred by Centrica under Section 4.2 hereof prior to the effective date of termination;
- c) Owner shall pay for all demobilization costs incurred by Centrica, and purchase or rental costs incurred by Centrica, for any equipment acquired by the Centrica in connection with the ECM Work and MM&V Services;

8.3.2 In addition to the foregoing, Owner shall further assume and become liable for obligations, commitments, and unsettled claims that Centrica has previously undertaken or incurred in good faith on behalf of Owner in connection with the Project hereof.

8.4 GUARANTEED ENERGY SAVINGS. Upon the termination of this Agreement pursuant to either Section 8.2 or Section 8.3, all Guaranteed Energy Savings obligations of Centrica under Section 4.3 and elsewhere in this Agreement shall automatically cease and be of no further force or effect.

ARTICLE IX **INDEMNIFICATION/INSURANCE/BONDING/WAIVERS**

9.1 INDEMNIFICATION.

9.1.1 Centrica shall indemnify and hold Owner harmless from and against all third party claims, losses, or damages arising from the performance of the ECM Work or the MM&V Services provided that the same are attributable to bodily injury, death and/or damage to property, but only to the extent caused by the negligent or reckless acts or omissions of Centrica. In no event shall this indemnification apply to liability to the extent caused by the negligence or willful misconduct of the party to be indemnified or held harmless. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, any worker's compensation act, or other employee benefit acts.

9.2 CENTRICAS INSURANCE. At all times during the Term, Centrica shall provide and maintain the insurance set forth in this Section 9.2. All insurers shall be authorized and licensed to provide insurance in the State of Illinois, and shall be rated as A- or better by A.M. Best

9.2.1 Workers' Compensation. Centrica shall obtain and maintain Worker's Compensation insurance with statutory limits and Employers' Liability insurance in the amount \$1,000,000 per accident/occurrence.

9.2.2 Commercial General Liability. Centrica shall obtain and maintain Commercial General Liability Insurance written on an occurrence basis, with the following limits:

Each Occurrence Limit:	\$1,000,000
General Aggregate Limit:	\$2,000,000
Products/Completed Operations Aggregate Limit:	\$2,000,000
Personal and Advertising Injury Limit:	\$1,000,000
Medical Pay:	\$5,000

9.2.3 Automobile Liability. Centrica shall obtain and maintain Business Automobile Liability Insurance covering owned, non-owned, and hired automobiles, with the following limits:

Combined Single Limit Bodily Injury and Property Damage:	\$1,000,000 Each Occurrence
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9.2.4 Professional Liability. Centrica shall obtain and maintain professional liability or errors & omissions insurance for claims arising from the negligent performance of any professional MM&V Services under this Agreement, which shall be General Office Coverage, with the following limits:

Per claim:	\$1,000,000
Aggregate:	\$2,000,000

9.2.5 Excess Umbrella. All liability insurance may be arranged under a single policy for the full limits required or by a combination of primary, excess, and/or umbrella liability policies.

9.2.6 Policy Terms. Owner shall be named as loss payee on all coverage obtained by Centrica under all liability policies except Professional Liability and Workers'

Compensation, on a primary and non-contributory with respect to any liability coverage maintained by Owner. The foregoing policies shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) days' prior written notice has been given to Owner. Upon request, a certificates of insurance showing such coverage will be provided.

9.3 OWNER'S INSURANCE.

9.3.1 Liability Insurance. Owner shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement.

9.3.2 Property Insurance.

- a) Owner shall obtain and maintain Builder's Risk or equivalent property insurance in a form reasonably acceptable to Centrica upon the entire Project, including the Equipment and the Facilities and all other existing structures in which any of the ECM Work is to be performed, as well as all Project structures that are fully or partially owned or occupied by Owner or its affiliates, for the full cost of replacement at the time of any loss. This insurance shall include as insureds Owner, Centrica, Centrica's subcontractors, and all other subcontractors and suppliers, as their interests may appear. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include "all risk" coverage including at a minimum coverage for theft, vandalism, malicious mischief, inland transit, collapse, temporary buildings, debris removal, flood, earthquake, wind, testing, and damage resulting from defective design, workmanship, or material. Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. Owner shall be responsible for all premiums and any co-insurance penalties, exclusions, sublimits, or deductibles.
- b) On or before the MM&V Services Commencement Date, Owner shall procure and thereafter maintain at all times during the Term, at its sole cost and expense a policy or policies of property damage insurance on all fixtures and improvements and betterments to the Facilities, including the Equipment, against any peril generally included within the classification "all risks", including, but not limited to, risks covered by fire, extended coverage, vandalism and malicious mischief, in amounts at least equal to the full replacement cost thereof (without deduction for depreciation). Such coverage shall include boiler and machinery and equipment breakdown insurance. Centrica shall be included as an insured or loss payee on all such policies, as its interests may appear.

9.3.3 Policies. Upon Centrica's request, Owner shall provide Centrica with a copy of all policies including all endorsements thereto. Centrica shall be given thirty (30) days' prior written notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

9.3.4 Loss Adjustment. Any insured loss shall be adjusted with Owner and Centrica and made payable to Owner as trustee for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

9.4 WAIVER OF CLAIMS AND SUBROGATION.

9.4.1 Property Damage. Owner and Centrica waive all claims and other rights they may have against each other for loss of and/or damage to (i) the Project, including the Equipment and Facilities, (ii) all materials, machinery, equipment, and other items used in accomplishing the ECM Work and/or to be incorporated into the Project, while the same are in transit, at the Project site, during erection, and otherwise, and (c) all property owned by or in the custody of Owner and its affiliates, however such loss or damage shall occur, except the rights each Party has to the proceeds of such insurance held by Owner as trustee in accordance with Section 9.3.4.

9.4.2 Waiver of Subrogation. Owner and Centrica shall have their respective insurers waive all rights of subrogation they may have against one another for claims arising thereunder. If the policies of insurance referred to in this Article IX require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Parties will cause them to be so endorsed.

9.4.3 Damages Waiver. Owner agrees to waive all claims against Centrica for all special, indirect, consequential, remote, punitive, exemplary, or similar damages that may arise out of or relate to this Agreement. This waiver includes, but is not limited to, Owner's loss of use of the Facilities, all rental expenses incurred, loss of services of employees, or loss of reputation, loss of profits not related to this Project, or loss of reputation. The provisions of this Section 9.4.3 shall survive the termination of this Agreement.

9.4.4 Limitation of Liability The Parties have discussed the risk and rewards associated with the ECM Work, as well as Centrica's compensation for the MM&V Services. The Parties agree that Centrica shall procure and maintain insurance policies with such coverages and amounts and for such periods of time as required by this Agreement. In light of the foregoing, Owner agrees that Centrica's liability under or in connection with this Agreement, regardless of the form of action, shall in no event exceed the amount of the compensation actually received by Centrica pursuant to Section 6.1 and Section 6.2 of this Agreement, unless and only to the extent that such liability is covered by a policy of insurance procured pursuant to this Agreement. The provisions of this Section 9.4.4 shall survive the termination of this Agreement.

9.5 BONDING.

9.5.1 Performance and Payment Bonds are required of Centrica as a condition to the commencement and performance of the ECM Work and the MM&V Services. All Bonds must be acceptable to Owner, and its reasonable discretion, and shall: i) be issued by good

and sufficient sureties licensed in the State of Illinois, ii) fully comply with the requirements of the Illinois Public Construction Bond Act (30 ILCS 550).

ARTICLE X CASUALTY AND CONDEMNATION

10.1 CASUALTY.

10.1.1 After the MM&V Services Commencement Date, Owner assumes and shall bear the risk of damage, loss, theft, or destruction, partial or complete, of the Equipment and the Facilities (a “Casualty Loss”), however arising, except to the extent that the same may be caused by the negligent or willful acts or omissions of Centrica that are not covered by insurance to be procured pursuant to this Agreement. If Owner fails to repair or replace any Casualty Loss within a reasonable time, and in no event more than one hundred twenty (120) days from its occurrence (except to the extent that the same is the responsibility of Centrica in accordance with the foregoing), Centrica may, at its option: (i) terminate this Agreement by delivery of a written notice to Owner, and such termination shall be deemed a termination without Cause and will be subject to the provisions of Section 8.3 hereof, or (ii) require Owner to amend this Agreement in a manner that equitably accounts for the loss of such Equipment and/or Facilities.

10.1.2 In the event of a Casualty Loss caused by the negligent or willful acts or omissions of Centrica that is not covered by insurance to be procured pursuant to this Agreement, Owner may require Centrica to promptly repair or replace the damaged or destroyed Equipment and/or Facilities, and in the event of Centrica’s failure to do so, Owner may, at its option: (i) repair or replace such items and recover the reasonable cost thereof from Centrica, or (ii) terminate this Agreement for Cause pursuant to Section 8.1 hereof.

10.2 CONDEMNATION.

10.2.1 In the event of the condemnation resulting in a taking of substantially all of the Facilities, this Agreement shall terminate upon the effective date of such taking, and such termination shall be deemed a termination without Cause in accordance with Section 8.3 hereof, provided, however, that the proceeds of such condemnation shall belong to Owner.

10.2.2 In the event of a condemnation resulting in a taking of less than substantially all of the Facilities, the Parties shall amend this Agreement in a manner that equitably accounts for such taking.

ARTICLE XI COMPLIANCE OBLIGATIONS

11.1 STATUTORY AND REGULATORY COMPLIANCE. Centrica will comply with all applicable provisions of federal, state and local law when performing the ECM Work AND the MM&V Services. Where required by law, all drawings, plans, reports, and other documents delivered to Owner as part of the ECM Work must bear the stamp or seal of architects or engineers licensed by the State of Illinois. Without limiting the generality of the foregoing, Centrica shall, to the extent applicable, comply with the following:

- i) The Illinois Human Rights Act (775 ILCS 5);
- ii) The Prevailing Wage Act (820 ILCS 130);
- iii) The Public Construction Bond Act (30 ILCS 550);
- iv) The Public Works Preference Act (30 ILCS 560);
- v) The Employment of Illinois Workers on Public Works Act (30 ILCS 570);
- vi) The Freedom of Information Act (5 ILCS 140);
- vii) The Open Meetings Act (5 ILCS 120);
- viii) The Illinois Architecture Practice Act of 1989 (225 ILCS 305);
- ix) The Professional Engineering Practice Act of 1989 (225 ILCS 325);
- x) The Structural Engineering Practice Act of 1989 (225 ILCS 340);
- xi) The Local Government Professional Services Selection Act (50 ILCS 510);
- xii) The Contractor Unified License and Permit Bond Act (50 ILCS 830);
- xiii) All Anti-Terrorism Laws, including Executive Order No. 13224 on Terrorist Financing and regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Person (SND's OFAC Regulations), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56);
- xiv) All "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et seq.; and
- xv) The Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 et seq.; and all federal non-discrimination laws and regulations.

11.2 FAILURE TO COMPLY. If Centrica performs and ECM Work or MM&V Services knowing or having reason to know that such Work or Services are contrary to applicable laws, rules and/or regulations, Centrica shall be responsible for payment of all reasonable costs and expenses arising therefrom.

ARTICLE XII
GENERAL PROVISIONS

12.1 NOTICE. All notices required under this Agreement shall be in writing and shall be given either by: (i) personal delivery; or (ii) a nationally-recognized overnight delivery service that provides proof of delivery and addressed to the other Party at such Party's address specified below. Such address may be changed by a Party giving notice thereof in accordance with this provision.

To Owner: Vermilion County
201 N Vermilion St
Danville, IL 61832
Attn: Larry Baughn Jr

To: Centrica Business Solutions Services, Inc.

2111 Ellsworth Blvd, Malta
New York 12020
Attn: Alex Coleman

12.2 INDEPENDENT CAPACITY. The Parties agree that Centrica is an independent contractor, and that Centrica and its employees and agents, shall act in an independent capacity in the performance of this Agreement, and shall not be construed as officers, employees, or agents of Owner. In addition, this Agreement shall not be construed as creating any partnership or joint venture between the Parties.

12.3 FORCE MAJEURE. If causes beyond a Party's reasonable control delay, impair or prevent the performance of any of such Party's obligations hereunder, expressly excepting, however, the payment of money, then: (i) the time for such performance shall be extended for a reasonable period of time commensurate with the time and nature of the cause; and (ii) the ECM Work Price, the MM&V Services Fee and/or the ECM Work Schedule or Guaranteed Savings shall be equitably adjusted by Change Order. Such causes shall include, but not be limited to: changes ordered in the ECM Work, acts or omissions of the other Party or others beyond the control of the Party whose performance is required, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, general labor disputes impacting the ECM Work, acts of governmental agencies, or unavoidable accidents or circumstances, Hazardous Materials or differing site conditions.

12.4 FURTHER DOCUMENTS. The Parties agree to execute and deliver all further documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

12.5 GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, without regard to conflicts of laws rules or principles of this State or any other jurisdiction.

12.6 SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

12.7 NO WAIVER OF PERFORMANCE. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

12.8 INTERPRETATION. The Parties agree that the following shall govern the interpretation of this Agreement:

12.8.1 Headings and captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

12.8.2 The grouping of the articles in this Agreement and of specifications under the various headings is solely for the purpose of convenient organization and in no event shall

the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.

12.8.3 The terms “herein,” “hereof” and “hereunder,” and words of similar import, refer to this Agreement as a whole and not to any particular Section, Subsection or Schedule or Exhibit.

12.8.4 The Parties have participated jointly in the negotiation and drafting of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions hereof.

12.9 CENTRICA PROPERTY. All property used by Centrica in connection with the ECM Work and the MM&V Services, including equipment, tools, drawings, designs, documentation, schematics, test equipment, software, and associated media remain the exclusive property of Centrica. Owner agrees not to use such property for any purpose at any time. Owner agrees to allow Centrica personnel to retrieve and to remove all such materials remaining after the ECM Work has been completed or at the end of the Term. Owner acknowledges that any Centrica software included in the ECM Work is proprietary and will be delivered only after execution of and pursuant to a Centrica standard licensing agreement.

12.10 BINDING EFFECT. This Agreement and the Contract Documents shall inure to the benefit of, and be forever binding upon, the Parties and their respective successors, legal representatives and permitted assigns.

12.11 AMENDMENT. This Agreement may be amended, modified or supplemented only by written agreement signed by the Parties.

12.12 ASSIGNMENT. Neither Party may assign this Agreement in whole or in part to another person or entity, without the prior written approval of the other (such approval not to be unreasonably withheld or delayed).

12.13 ENTIRE AGREEMENT. This Agreement, including all Schedules and Exhibits hereto, constitutes the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof. Each Party acknowledges that no Party has made any promises, representations, warranties, covenants or understandings other than those expressly set forth herein.

12.14 EXECUTION. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The transmission of the signature of a Party by facsimile, email or other electronic means shall be deemed an original thereof by the Party receiving such signature.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

**Centrica Business Solutions Services, Inc.
New York Corporation**

By: _____
Name: Cassandra Moore
Title: Head of Finance

Vermilion County, IL

By: _____
Name:
Title:

Below is an outline of the proposed changes to be made to the current Vermilion County Ordinance Governing Food Service Sanitation. Please note: New changes to the ordinance are **underlined and bold**. Items to be removed are ~~struck out~~. Definitions and section titles are underlined as part of the original ordinance formatting.

GENERAL CHANGE THROUGHOUT THE CODE

The term “food service establishment” is now “food establishment.” Therefore, the name of the ordinance is now the Vermilion County Ordinance Governing Food Establishment Sanitation. This change has been made to stay consistent with the Illinois Food Code.

SECTION 3 – DEFINITIONS

3.11 Hazard Analysis and Critical Control Point (HACCP) was updated to stay consistent with the Illinois Food Code.

3.24 (c)(3) Time Temperature Control (TCS) for Food Safety remove 2013 in 2013 FDA Food Code so it just reads as FDA Food Code.

SECTION 4 – ENFORCEMENT PROCEDURE

4.1 i. 1. (i-iii) Permit fees

Updated Class I, A (Category I) high risk permanent establishments, Class I, B (Category II) medium risk permanent establishments, and Class I, C (Category III) low risk permanent establishments to be consistent with the Illinois Food Code and Local Health Protection Grant requirements. Also, updated sequencing to match the changes.

4.2 f. Enforcement of referenced Illinois Food Code

Added proper sequencing and section title

4.2 g. Enforcement of referenced Illinois Food Handling Regulation Enforcement Act.

Allergen awareness training has been required since Jan. 1, 2018 and the Allergen Awareness Notice went into effect July 1, 2020 but neither item was added to the Illinois Department of Public Health inspection report. The inspection report has now been amended to include these items. This section adds enforcement for the violations.

SECTION 11 – EFFECTIVE DATE

Updated effective date to Jan. 1, 2025

VERMILION COUNTY HEALTH
DEPARTMENT



ORDINANCE GOVERNING
FOOD SERVICE ESTABLISHMENT SANITATION

Revised, Sept. 17, 2024

VERMILION COUNTY ORDINANCE GOVERNING FOOD SERVICE ESTABLISHMENT

SANITATION

SECTION 1 - PURPOSE

The purpose of this ordinance is to protect, promote, and preserve the public health and general welfare of the citizens by providing the establishment and enforcement of minimum rules and regulations for retail food stores, food establishments, food pantries, bed & breakfast facilities and mechanical vending operations in Vermilion County, Illinois.

SECTION 1A - JURISDICTION

This ordinance shall be enforced throughout Vermilion County and in the city limits of all villages and cities located in Vermilion County.

SECTION 2 - RULES AND REGULATIONS

The current editions of the Illinois Food Code, Food Handling Regulation Enforcement Act {410 ILCS 625}, Bed and Breakfast Act, 50 ILCS 820/1 et seq, Smoke Free Illinois Act, 410 ILCS 82 and any subsequent amendments or revisions thereto, are hereby adopted by reference as the Vermilion County Ordinance Governing Food Sanitation.

Three current copies of each set shall be placed on file in the County Clerk's Office.

SECTION 3 - DEFINITIONS

In addition to the definitions contained in the above rules and regulations, the following definitions shall apply in the enforcement and interpretation of this ordinance.

3.1 Adulterated shall mean the condition of any food:

- a.) if it bears or contains any poisonous or deleterious substance in a quantity which may render it injurious to health,
- b.) if it bears or contains any added poisonous or deleterious substance for which no safe tolerance has been established by regulations or in excess of such tolerances if one has been established.
- c.) if it consists in whole or in part of any filthy, putrid, or decomposed substance or

if it is otherwise unfit for human consumption.

- d.) if it has been processed, prepared, packed or held under unsanitary conditions whereby it may have been contaminated with filth or whereby it may have been rendered injurious to health,
- e.) if it is in whole or in part the product of a diseased animal or animal which has died otherwise than by slaughter,
- f.) if its containers are composed in whole or in part of any poisonous or deleterious substance which may render the contents injurious to health.

3.2 Bed & Breakfast shall mean an operator- occupied residence providing accommodations for a charge to the public with no more than five (5) guest rooms for rent, in operation for more than ten (10) nights in a twelve-month period; meals may be provided to the guests only as allowed by the Bed and Breakfast Act (50 ILCS 820); this term shall not include motels, hotels, boarding homes, or food establishments (50 ILCS 820/2.a.).

3.3 Chronic Violations are the same violations that are documented in three out of five chronologically conducted routine inspections or the same violations that are documented at 4 consecutive inspections (complaint, routine & recheck inspections).

3.4 Core item

- a.) Core item means a provision Illinois Food Code that is not designated as a priority item or a priority foundation item.
- b.) Core item includes an item that usually relates to general sanitation, operational controls, sanitation standard operating procedures (SSOPs), facilities or structures, equipment design, or general maintenance.

3.5 Denature is the process of chemically altering (pouring bleach, ammonia, Lysol or any approved chemical over the product) the properties of a food product that has been ordered for destruction by the Department.

3.6 Extensively remodeled shall mean whenever an existing structure is converted for use as a food establishment or existing establishments receive any structural additions or alterations; or

plumbing systems are changed, modified, or extended, excluding routine maintenance.

- 3.7 Farmers' Market means a common facility or area where farmers gather to sell a variety of fresh fruits and vegetables and other locally produced farm and food products directly to consumers.
- 3.8 Food means a raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption or chewing gum.
- 3.9 Food Pantry shall mean a nonprofit organization that distributes pre-packaged food at no cost from an approved source to low-income or unemployed households to relieve situations of emergency and distress.
- 3.10 Food establishment means any place where food is prepared and intended for, though not limited to, individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term also includes delicatessen type operations that prepare foods intended for individual portion service. The term does not include lodging facilities serving only a continental breakfast, (a continental breakfast is one limited to only coffee, tea, and/or juice and commercially prepared sweet baked goods), private homes or a closed family function where food is prepared or served for individual family consumption, or the location of food vending machines.
- 3.11 Hazard Analysis and Critical Control Point (HACCP) plan means a ~~written document that delineates the formal procedures for following the HACCP principles developed by The National Advisory Committee on Microbiological Criteria for Foods~~ **systematic approach to the identification, evaluation, and control of food safety hazards.**
- 3.12 Health Department shall mean the Vermilion County Health Department or its authorized employees.
- 3.13 Imminent health hazard means a significant threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that requires immediate correction or cessation of operation to prevent

injury based on:

- a.) The number of potential injuries, and
- b.) The nature, severity, and duration of the anticipated injury. Imminent health hazard includes but is not limited to inadequate hot or cold food holding facilities, lack of potable water supply, sewage entering the establishment, rodent and/or insect infestation, fire or any other situation which would preclude the possibility of preparing food in a safe and wholesome manner.

3.14 Misbranding shall mean the presence of any written, printed, or graphic matter upon or accompanying food or containers of food which is false or misleading.

3.15 Mobile Food Unit shall mean a self-contained food ~~service~~ establishment operation that is self-propelled or otherwise readily movable. A mobile food unit moves as part of its routine operation to change the location for sales, obtain food and other supplies, fill portable water supply holding tanks, empty wastewater holding tanks, and for cleaning and sanitization.

3.16 Operator shall mean person in charge of the operation of the food establishment.

3.17 Person in Charge (PIC) means the individual present at a food establishment who is responsible for the operation at the time of the inspection.

3.18 Priority Item means a provision in the Illinois Food Code whose application contributes directly to the elimination, prevention or reduction to an acceptable level, hazards associated with foodborne illness or injury and there is no other provision that more directly controls the hazard. Priority item includes items with a quantifiable measure to show control of hazards such as cooking, reheating, cooling, handwashing.

3.19 Priority Foundation Item means a provision in the Illinois Food Code whose application supports, facilitates, or enables one or more priority items. Priority foundation item includes an item that requires the purposeful incorporation of specific actions, equipment, or procedures by industry management to attain control of risk factors that contribute to foodborne illness or injury such as personnel training, infrastructure or necessary equipment, HACCP plans,

documentation or record keeping, and labeling.

- 3.20 Public Health Administrator shall mean the administrator of the Vermilion County Health Department.
- 3.21 Recheck Inspection shall mean a compliance inspection conducted by a health inspector to confirm violation(s) noted and reported during a routine inspection, complaint or during a previous recheck inspection have been corrected.
- 3.22 Retail Food Store means any establishment or section of an establishment where food products are offered to the consumer and intended for, though not limited to, off-premises consumption. The term does not include establishments which handle only prepackaged spirits; roadside markets that offer only fresh fruits and fresh vegetables for sale; food establishments; or food and beverage vending machines.
- 3.23 Temporary food establishment shall mean any food establishment which prepares food or drink or otherwise handles food for public consumption in a fixed location in conjunction with a special event for a period of no longer than fourteen (14) days.
- 3.24 Time Temperature Control (TCS) for Safety Food shall mean:
- a.) Time/temperature control for safety food means a food that requires time/temperature control for safety (TCS) to limit pathogenic microorganism growth or toxin formation.
 - b.) Time/temperature control for safety food includes:
 - 1.) An animal food that is raw or heat-treated; a plant food that is heat-treated or consists of raw seed sprouts, cut melons, cut leafy greens, cut tomatoes or mixtures of cut tomatoes that are not modified in a way so that they are unable to support pathogenic microorganism growth or toxin formation, or garlic-in-oil mixtures that are not modified in a way so that they are unable to support pathogenic microorganism growth or toxin formation; and
 - 2.) Except as specified in Subparagraph (3)(d) of this definition, a food that because of the interaction of its water activity and PH values is designated as Product

Assessment Required (PA)

- c.) Time/temperature control for safety food *does not* include:
- 1.) An air-cooled hard-boiled egg with shell intact, or an egg with shell intact that is not hard-boiled, but has been pasteurized to destroy all viable salmonellae,
 - 2.) A food in an unopened hermetically sealed container that is commercially processed to achieve and maintain commercial sterility under conditions of non-refrigerated storage and distribution;
 - 3.) A food that because of its PH or water activity value, or interaction of water activity and PH values, is designated as a non-TCS food;

A food that is designated as Product Assessment Required (PA) in Table A or B (2013 FDA Food Code) of this definition and has undergone a Product Assessment showing that the growth or toxin formation of pathogenic microorganisms that are reasonably likely to occur in that food is precluded due to:
 - i.) Intrinsic factors including added or natural characteristics of the food such as preservatives, antimicrobials, humectants, acidulants, or nutrients,
 - ii.) Extrinsic factors including environmental or operational factors that affect the food such as packaging, modified atmosphere such as reduced oxygen packaging, shelf life and use, or temperature range of storage and use, or
 - iii.) A combination of intrinsic and extrinsic factors; or
 - 5.) A food that does not support the growth or toxin formation of pathogenic microorganisms in accordance with one of the Subparagraphs (3) (a) - (3) (d) of this definition even though the food may contain a pathogenic microorganism or chemical or physical contaminant at a level sufficient to cause illness or injury.

- 3.25 Variance means a written document issued by the regulatory authority that authorizes a modification or waiver of one or more requirements of the Illinois Food Code or this ordinance if, in the opinion of the regulatory authority, a health hazard or nuisance will not result from the modification or waiver.
- 3.26 Vending Machine means a self-service device that, upon insertion of a coin, paper currency, token, card, or key, or by optional manual operation, dispenses unit servings of food in bulk or in packages without the necessity of replenishing the device between each vending operation.
- 3.27 Vendor is also known as a supplier, an individual or company that sells goods or services to someone else.

SECTION 4 - ENFORCEMENT PROCEDURE

4.1 Permit. It shall be unlawful for any person to operate a food establishment within Vermilion County, who does not possess a valid permit issued by the Health Department. Permits shall not be transferable. A valid permit shall be posted in a conspicuous place in every food establishment. Permits for permanent establishments shall expire on December 31 of each year.

New Permit. Any person desiring to operate a food establishment in Vermilion County shall comply with all parts of this section and submit a completed application for a permit on forms provided by the Health Department. The Health Department will not issue a new Food Establishment Permit when the permit applicant has failed to remit outstanding fines, fees or corrected ordered violations as issued by or owed to the Health Department or a local government agency or court based upon a violation issued by the Health Department.

- 1.) Newly constructed establishments prior to receiving a permit must:
 - i.) Submit to the Department a floor plan of the establishment plus appropriate fees to receive a Plan Review approval.
 - ii.) Obtain plumbing approval by a State or the local municipality plumbing inspector.
 - iii.) Abide by all local municipality regulations.

- iv.) Submit a copy of the establishment's menu.
 - v.) Assure that the appropriate number of staff members have completed the approved training and have obtained their certificates as certified food protection managers. Assure that all remaining staff members have completed or will complete, within thirty days from the opening date or date of hire, an approved ANSI food handler training.
 - vi.) Complete and pass a pre-opening inspection conducted by an environmental health inspector from the Department.
- 2.) Upon change of ownership, a completed permit application and appropriate permit fee shall be submitted.
- i.) An establishment that closes its doors for greater than 72 hours during the process of changing ownership must complete a plumbing inspection by a State or local municipality plumbing inspector. An extension beyond the original 72 hours, not to exceed 5 business days, for cleaning purposes may be requested in writing to this Department.
 - ii.) The new permit will not be issued to the new establishment owner until the Department has possession of the previous owner's permit.
- 3.) Permits issued to a new establishment September 1 through October 31 will be charged half for the permit fee. Permits issued to a new establishment after November 1, will be issued through the following year.
- 4.) Temporary food establishments are issued a new permit for each event in which the establishment will be serving food. Any person planning to operate a temporary food establishment in Vermilion County shall comply with all parts of this section.
- i.) On the first temporary event of each year, a temporary food establishment shall submit a completed application for a permit. Upon receipt of a completed application and payment of the appropriate fees, the Health Department shall

inspect the establishment to determine general compliance with the provisions of the Illinois Food Code and this ordinance. If met, a permit shall be issued to the applicant.

ii.) On additional temporary events within a calendar year, the owner or its representative for the temporary food establishment shall no later than twenty-four hours prior to the start of an event update their temporary food application that is on file at the Department, with the event information and pay the appropriate fees. The Department does not complete an additional inspection unless the food preparation has changed, remodeling has been completed or another food preparation facility will be used that has not been inspected by the Department during that calendar year.

iii.) Temporary food ~~service~~ **establishment** vendors conducting a fund raiser or customer appreciation event more frequently than one a month shall provide a letter from the individual or party sponsoring the events.

b.) **Renewal of Permits.** Permit renewal applications and the appropriate fees shall be sent to the applicant by the Health Department thirty (30) days prior to the permit expiration date. The Health Department will not renew a Food Establishment Permit when the permit holder has failed to remit outstanding fines, fees or corrected ordered violations as issued by or owed to the Health Department or a local government agency or court based upon a violation issued by the Health Department.

1.) Permit renewal applications received after December 15 shall be assessed a late fee of \$25.00.

2.) Permit renewal applications received after December 31 shall be assessed a permit reinstatement fee of \$50.00.

c.) **Suspension of Permits.** Permits may be suspended temporarily by the Health Department for failure of the permit holder to comply with the requirements of the Illinois Food Code and this Ordinance.

Whenever a permit holder or operator has failed to comply with any written notice issued under the provisions of Section 4 of this ordinance, the permit holder or operator shall be notified in writing that the permit is immediately suspended and that an opportunity for a hearing will be provided if a written request is filed with the Health Department by the permit holder.

Upon suspension of the permit, the permit shall be removed from the establishment by the Health Department and all food operations shall cease immediately.

Notwithstanding the other provisions of this ordinance, whenever the Health Department finds and documents unsanitary conditions in an establishment which constitute an imminent health hazard, a written notice shall be issued to the operator citing the conditions, specifying the corrective action needed to be taken, and the time period for achieving correction and, if necessary, that the permit is immediately suspended and that all food service establishment operations cease immediately; however, upon receipt of a written request, the permit holder will be offered a hearing within 72 hours.

- d.) Reinstatement of Suspended Permits. Any person whose permit has been suspended may, at any time, make a request for re-inspection for the purpose of reinstatement of the permit. Within 72 hours following receipt of written request, the Health Department shall make a re-inspection of the establishment. If the applicant is complying with the requirements of this ordinance, the permit shall be reinstated.
- e.) Revocation of Permits. A permit may be revoked for serious or repeated violations of the requirements of this ordinance, or for interference with a duly authorized employee of the Health Department in the performance of their duties. A permit may be permanently revoked only after an opportunity for a hearing has been provided by the Public Health Administrator.

Prior to such action, the Public Health Administrator shall notify the permit holder in

writing stating the reasons for revocation and advising that the permit shall be permanently revoked at the end of five (5) days, unless a request for a hearing is filed with the Health Department. A permit may be suspended pending the hearing on permanent revocation. Any person who has had a permit revoked may apply for a new permit at any time.

- f.) Hearing. The hearings provided for in this Section shall be conducted by the Public Health Administrator at a time and place designated by them. Hearings will be conducted in accordance with the rules of practice and procedures adopted by the Illinois Department of Public Health pursuant to Ill. Adm. Code 100 Section 4a.1 of the Illinois Administrative Procedure Act. Oral testimony given at a hearing shall be recorded verbatim and the presiding officer shall make sufficient copies of the transcript. The Public Health Administrator shall make a final decision based on the complete hearing record and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing shall be furnished to the permit holder by the Health Department.
 - g.) Appeal of Hearing. Appeal of hearing decisions may be filed in the Vermilion County Circuit Court.
 - h.) Notices. The notices referred to in this ordinance shall be hand delivered by a duly authorized representative of the Health Department or certified mail. A copy of such notice shall be placed in the establishment's permanent file.
 - i.) Permit Fees. Fees shall be set by the Board of Health with the approval of the Vermilion County Board.
- 1.) Class I, Permanent establishments are those establishments which operate more than six (6) months per year, including but not limited to, retail food stores, delicatessens, institutions, restaurants, taverns and some mobile food units.
- The permanent establishments are placed in the following sub-classification for fee

purposes.

i.) Class I, A (**Category I**) High-Risk Permanent Establishments are those establishments which ~~serve TCS food that requires a great deal of processing on the premises.~~ **present a high relative risk of causing foodborne illness, based on the large number of food handling operations typically implicated in foodborne illness outbreaks and/or the type of population served by the facility. The standards for regulation of a Category I facility shall be those prescribed by the Local Health Protection Grant Code.** High risk establishments meet one or more of the following criteria in their operation:

A.) **Complex preparation including cooking, cooling, and reheating for hot holding involving time/temperature control for safety foods;** ~~Cooling and reheating of TCS foods.~~

B.) **Processes requiring hot and cold holding of time/temperature control for safety foods;** ~~Preparing and holding hot or cold food more than 12 hours before serving.~~

C.) ~~Extensive handling of raw ingredients and hand contact with ready-to-eat foods.~~

~~C.) D.)~~ ~~Preparing food for off-site and catering services.~~

~~D.) E.)~~ **Conducting specialized processes as described in 3-502 of the FDA Food Code;** ~~or Vacuum packaging and/or other forms of reduced oxygen packaging are performed at the retail level.~~

~~E.) F.)~~ **Serving a highly susceptible population as defined in 1-201.10 of the FDA Food Code.** ~~Serving to immunocompromised individuals.~~

Fee \$350.00

ii.) Class I, B (**Category II**) Medium Risk Permanent Establishments are those which ~~often serve TCS foods, however, there is a rapid turnover between preparation and service.~~ **establishments that present a medium relative risk**

of causing foodborne illness, based upon few food handling operations typically implicated in foodborne illness outbreaks. The standards for regulation of a Category II facility shall be those prescribed by the Local Health Protection Grant Code. Medium Risk Establishments meet one or more of the following criteria in their operation:

- A.) Most products are prepared or cooked and served immediately. ~~Preparing foods for service from raw ingredients using minimal assembly.~~
- B.) May involve hot and cold holding of TCS foods after preparation or cooking; or ~~Hot or cold holding is restricted to same day service.~~
- C.) As approved by the regulatory authority, preparation of TCS foods requiring cooking, cooling, and reheating for hot holding limited to 2 or fewer same items or processes with approved procedures. ~~Foods requiring complex preparation are obtained (canned, frozen, fresh prepared) from approved processing establishments.~~

Fee \$275.00

iii.) Class I, C (**Category III**) Low Risk Permanent Establishments are those establishments which do not serve TCS foods except for commercially processed pre-packaged items that present a low relative risk of causing foodborne illness, based upon few or no food handling operations typically implicated in foodborne illness outbreaks. The standards for regulation of a Category III facility shall be those prescribed by the Local Health Protection Code. Low risk establishments meet one or more of the following criteria in their operation:

- A.) Heating only commercially processed TCS foods for immediate service with no hot holding or assembly; ~~Only prepackaged foods are available or served.~~
- B.) Only TCS foods are commercially pre-packaged in an approved processing establishment plant are available or served at the facility;

C.) ~~The establishments have~~ **Only** limited preparation of non-TCS foods and beverages such as snack foods and carbonated beverages **occurs at the facility.**

D.) Only beverages (alcoholic or non-alcoholic) **and garnishes that are non-TCS** are served **at the facility.**

Fee \$200.00

2. iv.) Class I, D Schools with food preparation and/or service.

Fee \$60.00

3. v.) Class I, E Schools with limited and/or without food preparation, but which serve as a meal site.

Fee \$35.00

4. vi.) Class I, F Food Pantries are those establishments that provide pre-packaged TCS food product. TCS foods are commercially pre-packaged in an approved processing establishment. Applicant must submit proof of non-profit status at the time an application is submitted. A food pantry that provides pre-packaged, non-TCS food product is exempt from the permit requirement.

Fee \$0.00

5. vii.) Class I, G Vending Machine Operation. Operations will be permitted based on the number of machines in service at a single address.

Up to 5 vending machines at one address \$50.00

6-15 vending machines at one address \$75.00

16-20 vending machines at one address \$100.00

Each additional vending machine at one address \$2.00 each

- 2.) Class II, Seasonal establishments are those establishments which operate less than six (6) months per year, including but not limited to, some mobile food units, concession stands, and ice cream shops.

Fee \$125.00

- 3.) Class III, Temporary food establishments are those establishments which prepare food or drink or otherwise handles food for public consumption in a fixed location in conjunction with a special event for a period of no longer than fourteen (14) days, including but not limited to food stands at fairs, church meals that are available to the public, and organization/group fundraisers.

- i.) Class III, A Temporary establishments that charge a fee for food product. A Class III, A permit is issued to a vendor who is operating for a single event or for the first event of the year for a vendor who will operate multiple times in a year (January 1-December 31).

Fee \$50.00

- ii.) Class III, B Additional events for temporary establishments that charge a fee for food product and will set up at multiple events in a year (January 1-December 31).

Fee \$15 per each additional event

- iii.) Class III, C Charity temporary establishments are those establishments that request donations without specifying an amount or serve food free of charge.

Fee \$0.00

- 4.) Class IV, Farmers' Market Permits are issued for the retail sale of meat, poultry, dairy, and eggs raised or grown on the farm of the farmer selling the food product at a farmers' market.

- i.) Class IV, A Limited Egg Farmers' Market permit allows for the sale of eggs only

at a farmers' market.

Fee \$10.00

- ii.) Class IV, B Full Farmers' Market permit allows the sale of any combination of meat, poultry, dairy, eggs, and frozen foods grown, raised, or produced on or in a licensed or permitted processing facility at a farmers' market.

Fee \$50.00

- j.) Variances. The Department may grant a variance by modifying or waiving the requirements of the Illinois Food Code or this ordinance if in the opinion of the Department a health hazard or nuisance will not result from the variance.

- 1.) If a variance is granted, the Department shall retain the following information in its records for the food establishment:
 - i.) A statement of the proposed variance of the Illinois Food Code or this ordinance requirement citing relevant code or ordinance section numbers.
 - ii.) An analysis of the rationale for how the potential public health hazards and nuisances addressed by the relevant code or ordinance sections will be alternatively addressed by the proposal; and
 - iii.) A HACCP plan, if required, that includes information relevant to the variance.
- 2.) If a variance is granted, the operator shall:
 - i.) Comply with any required HACCP plans and procedures that are submitted and approved as a basis for the modification or waiver;
 - ii.) Maintain and provide to the Department upon request, records that demonstrate that there are procedures in place to ensure the alternate process or operation is being monitored, that it is being verified that the alternate process or operation is effective and that there are necessary corrective actions in place if there is a failure.

4.2 Inspections.

- a.) Frequency of Inspection. All food establishments shall be inspected according to Illinois Department of Public Health risk assessment guidelines as identified in Section 615.310 b) 4) of the 77 Illinois Administrative Code.
- b.) Right of Entry. The duly authorized employees of the Health Department, after proper identification, shall be permitted to enter, at any reasonable time, any establishment for the purpose of inspecting to determine compliance with this ordinance. They shall be permitted to examine the records of the establishment to obtain pertinent information as to foods and supplies purchased, received, and used and persons employed by the establishment.
- c.) Reports of Inspection. Whenever an inspection of an establishment is made, the findings shall be made on an inspection report that is substantially equivalent to the Illinois Department of Public Health Food Establishment Inspection Report. One copy of the report shall be furnished to the person in charge of the establishment at the conclusion of the inspection.
- d.) Correction of Violations. The inspection report shall establish a specific and reasonable time frame for which all violations shall be corrected. The corrections shall be made within the period specified in accordance with the following procedures:
 - 1.) If an imminent health hazard exists, the establishment shall immediately cease operations. All violations, regardless of type, must be corrected prior to reopening, unless additional time for a particular violation is approved by the Department. Operations shall not resume until authorized by the Health Department.
 - 2.) A violation of a priority item or a priority foundation item
 - i.) Whenever possible the permit holder shall correct a violation of a priority item or priority foundation item or a noted HACCP deviation at the time of the inspection.
 - ii.) When correction of a violation of a priority, a priority foundation item or a noted HACCP deviation cannot be completed at the time of the inspection,

the inspector may agree to or specify a longer time frame, not to exceed;

A.) 72 hours after the inspection for a priority item

B.) 10 calendar days after the inspection for a priority foundation item or a HACCP deviation.

iii.) A re-check inspection shall be conducted by a health inspector, of all violations that are not corrected at the time of the initial routine inspection.

3.) A violation of a Core item:

i.) Whenever possible the permit holder shall correct a violation of a Core item at the time of the inspection.

ii.) When correction of a violation of a core item cannot be completed at the time of the inspection, the inspector may agree to or specify a longer time frame, not to exceed 90 days.

iii.) All core item pest control violations will be subjected up to a 10-day re-check inspection.

iv.) The health inspector may approve a recheck inspection that extends beyond 90 days if a written timeline of compliance is submitted by the permit holder and no health hazard exists or will result from allowing a recheck inspection extension.

4.) Recheck inspections shall be conducted as a follow-up on violations noted during a routine inspection, during a recheck inspection or during a complaint inspection.

i.) If new violations are present during a re-check inspection, the inspector shall document the violations on the inspection report form and, if necessary, conduct another follow-up recheck inspection to confirm compliance.

ii.) Pictures and/or documentations may be submitted by the permit holder in lieu of a recheck inspection to verify violation has been corrected.

5.) When a fourth recheck inspection has been conducted the following procedures shall be followed.

i.) Warning Letter to the permit holder citing the violation(s) and setting a

- compliance date for correction of the violations shall be presented and,
- ii.) Informal Hearing (4.25 b. of this section) shall be scheduled should the permit holder fail to satisfactorily correct the violation as determined by the health inspector's compliance inspection or a submittal of appropriate documentations or pictures following the warning letter.
- 6.) Appeal from the inspection findings shall be provided if a written request for an Appeal hearing (Section 4.25 a. of this section) is filed with the Health Department.
 - 7.) Whenever any establishment is required to cease operations, it shall not resume operations until such time that an inspection has been made that confirms that the conditions which required closure no longer exist
 - 8.) During a routine inspection of a food establishment, the inspector shall cite any violations of the Smoke Free Illinois Act (SFIA).
 - i.) All violations of the SFIA noted shall be reported on the inspection report.
 - ii.) Enforcement of this Act will be pursuant of Sec. 40 of this Act.
- e.) Repeat Violations. If chronic violations are observed during a routine inspection, the following procedures should be followed:
 - 1.) Warning letter: Letter from environmental health to the permit holder citing violation(s) and setting a compliance date for correction of violation(s);
 - 2.) Informal hearing: (4.25 b. of this section) Shall be scheduled following the failure of the permit holder to satisfactorily correct the violation as determined by the health inspector's compliance inspection following the warning letter.
 - 3.) Formal hearing: A hearing to determine if a food establishment permit should be suspended or revoked, or to determine if the order to cease food operations should be rescinded.
- f.) Enforcement of referenced Illinois Food Code (77 Ill. Adm. Code 750)**
 - 1.)** Subpart B: Personnel (Section 750.200-230):

i.) Employee Health (Section 750.200). The enforcement of a priority item (d. 2. of this Section) shall be used for this item.

ii.) Food Handlers Training (Section 750.230). Food handler training that is not completed within 30 days after employment shall be enforced as a core item (d. 3. of this Section) shall be used for this item.

2.) Subpart C: Temporary Food Service (Section 750.300 – 750.350):

i.) Ice (Section 750.310). The enforcement of a priority item (d. 2. of this Section) shall be used for this item.

ii.) Equipment (Section 750.315 a-b). The enforcement of a priority foundation item (d. 2. of this Section) shall be used for this item.

iii.) Water (Section 750.320). The enforcement of a priority item (d. 2. of this Section) shall be used for this item.

iv.) Wet Storage (Section 750.325). The enforcement of a priority foundation item (d.2. of this Section) shall be used for this item.

v.) Waste Disposal (Section 750.330). The enforcement of a priority item (d. 2. of this Section) shall be used for this item.

vi.) Handwashing (Section 750.335). The enforcement of a priority foundation item (d. 2. of this Section) shall be used for this item.

vii.) Floors (Section 750.340). The enforcement of a core item (d. 3. of this Section) shall be used for this item.

viii.) Walls and Ceilings of Food Preparation Areas (Section 750.345 a-b).

a.) (Section 750-345 a). The enforcement of a core item (d. 3. of this Section) shall be used for this item.

b.) (Section 750.345 b). Enforcement of a priority foundation item (d. 2. of this Section) shall be used for this item.

ix.) Single-Service Articles (Section 750.350). The enforcement of a Core item (d. 3. of this Section) shall be used for this item.

3.) Subpart E, Game Animals (Section 750.500 a-c):

i.) Game Animals for Sale/Served at Special Events (Section 750.500 a-b). The enforcement of a priority foundation item (d. 2. of this Section) shall be used for this item.

ii.) Donated Game Animals (Section 750.500 c). The enforcement of a priority foundation item (d. 2. of this Section) shall be used for this item.

g.) **Enforcement of referenced Illinois Food Handling Regulation Enforcement Act (410 ILCS 625)**

1.) Allergen Awareness Training (Section 410 ILCS 625/3.07): Allergen training that is not completed by certified food protection managers employed at a restaurant within 30 days of employment and every 3 years thereafter shall be enforced as a core item (d. 3. of this Section) shall be used for this item.

2.) Allergen Awareness Notice (Section 410 ILCS 625/3.08 a-b):

i.) (Section 410 ILCS 625/3.08 a): The enforcement of a core item (d. 3. of this Section) shall be used for this item.

ii.) (Section 410 ILCS 625/3.08 b): The enforcement of a priority item (d. 3. of this Section) shall be used for this item.

4.25 Hearings

- a.) An Appeal Hearing must be requested by the permit holder within 10 days from the date of the inspection. If requested, an Appeal Hearing shall be held within 72 hours of the receipt of the request. The hearing will be conducted by the Director of Environmental Health and/or by the Food Program Supervisor. The health inspector conducting the inspection in question shall be in attendance.
- b.) An Informal Hearing shall be scheduled when the permit holder fails to correct violations in the manner detailed in 4.2 d. & e of this section. The letter will be sent using the USPS Priority/Tracking or Certified/Receipt service to the permit holder. The letter shall contain:

- 1.) Date and time of the scheduled informal hearing.
- 2.) Statement that attendance is mandatory.
- 3.) A timeline detailing each inspection conducted that relates to the violation(s) in question.
- 4.) Contact information shall be supplied for the convenience of the permit holder should they have questions or need to reschedule.

The hearing will be conducted by the Director of Environmental Health with the Food Program Supervisor present. The health inspector(s) that conducted the inspection(s) in question shall be in attendance. At the conclusion of the hearing, there shall be an agreement between the Department and the permit holder on a method, a date and time in which the violation(s) will be corrected. A health inspector from this Department shall conduct a compliance inspection on the agreed date or thereafter. Failure of the permit holder to comply with the informal hearing agreement will be cause for a formal hearing (4.25 c. of this section) to be scheduled.

- c.) A Formal Hearing shall be scheduled upon the permit holder failing to, in a timely manner, correct the violation(s) in question following an informal hearing. The Director of Environmental Health shall send a letter using the USPS Priority/Tracking or Certified/Receipt service to the permit holder. The letter shall contain:

- 1.) Date and time of the scheduled formal hearing.
- 2.) Statement that attendance is mandatory.
- 3.) Timeline detailing date of each inspection conducted to date and details of the informal hearing that relates to the violation(s) in question.
- 4.) Contact information shall be supplied for the convenience of the permit holder should they have questions or need to reschedule.

The Public Health Administrator shall conduct the hearing with the Director of Environmental Health and Food Program supervisor present. The health inspector(s) that conducted the inspection(s) in question shall be in attendance. In conclusion of the

hearing, an agreement will be made on whether to revoke or suspend the permit of the establishment in question until the violation(s) are corrected.

4.3 Examination and Condemnation of Food and/or Equipment.

- a.) Food may be examined or sampled by the Health Department to determine freedom from adulteration or misbranding. The Health Department may, upon written notice to the owner or person in charge, place a hold order on food which they determine or have probable cause to believe is unwholesome or otherwise adulterated or misbranded. Food under a hold order shall be suitably stored. It shall be unlawful for any person to move or alter a hold notice or tag placed on such food. Neither shall such food nor the containers thereof be relabeled, repackaged or reprocessed, altered, disposed of or destroyed without permission of the Health Department, except on an order obtained by the Circuit Court. After the permit holder has had a hearing as provided in Section 4.1 f, and on the basis of evidence produced at such hearing; or on the basis of examination if no hearing is requested, the Public Health Administrator may vacate the hold order or may, by written order, direct that the food under the hold order be denatured, destroyed, or brought into compliance. Such order shall be stayed, if appealed to the Circuit Court within 3 days.
- b.) Equipment. Equipment used in the preparation of food products found to be in a state of disrepair, unsafe, unsuitable for use, or unsanitary will be taken out of use and a hold order will be placed on said item. The equipment may not be put back into service until written permission is obtained from the Health Department.
- c.) Existing Equipment. Equipment which was installed in an establishment prior to the effective date of this ordinance (Jan. 1, 2018) and does not fully meet all the design and construction requirements, shall be deemed acceptable in that establishment if it is in good repair and capable of being maintained in a sanitary condition and the food contact surfaces are non-toxic.
- d.) The use of held over, TCS food (leftovers) in a temporary food ~~service~~ establishment is prohibited.

4.4 Procedure When Infection is Suspected.

When the Health Department has reasonable cause to suspect possibility of disease transmission from any food establishment employee, it shall secure a morbidity history of the suspected employee or make any other investigation as may be indicated and take appropriate action. The Health Department may require any or all the following measures:

- a.) Immediate exclusion of the employee from any food handling activities.
- b.) Immediate closure of the establishment concerned until, in the opinion of the Health Department, no further danger of the disease outbreak exists.
- c.) Restriction of employee's work activities to some area of the establishment where there will be no danger of transmitting disease.
- d.) Appropriate medical and laboratory examinations of the employee or other employees and of his or their bodily discharges.

4.5 Fines

Food establishments, temporary food establishments and complaint investigations which have imminent health hazards that require re-inspections, or which fail to meet inspection standards that require re-inspections, or fail to post a valid permit in a conspicuous manner, or which fail to be prepared for pre-arranged routine or pre-operational inspections that require re-inspections, will be charged a progressive fee for each additional reinspection required to accomplish correction of the original cited violations.

1st Recheck Inspection - \$25.00

2nd Recheck Inspection - \$50.00

3rd Recheck Inspection - \$75.00

Each subsequent inspection free will increase by \$25.00

Submission of required documentation or pictures of corrected actions may be accepted in lieu of a recheck inspection and no fee will be charged.

A recheck inspection of violations cited at more than one food ~~service~~ establishment operation, permitted under one ownership and located at a single location will be levied a fee equal to a single

recheck inspection when all rechecks at all locations previously cited can be completed on the same date and time.

SECTION 5 - FOOD ESTABLISHMENTS OUTSIDE OF JURISDICTION

Food from establishments outside the jurisdiction of the Vermilion County Health

Department may be sold within Vermilion County if such establishments conform to the provision of this ordinance or to substantially equivalent provisions. To determine extent of compliance, the Health Department may accept reports from responsible authorities in other jurisdictions.

SECTION 6 - PLAN REVIEW OF FUTURE CONSTRUCTION

6.1 When any food establishment or retail food store is hereafter constructed or extensively remodeled, properly prepared plans and specifications for such construction, remodeling or alteration shall be submitted to the Health Department for approval before such work is begun. Said plans shall indicate layout, arrangement and construction materials or work areas, and the locations, size and type of fixed equipment and facilities.

a.) The Health Department shall approve the plans and specifications if they meet the requirements of this ordinance and shall make written comments and recommendations to the owner within 14 days.

b.) No food establishment shall be constructed, extensively remodeled or converted except in accordance with plans and specifications approved by the Health Department.

6.2 Whenever plans and specifications are required by this ordinance to be submitted to the Health Department, the Health Department shall inspect the food establishment prior to the start of operations to determine compliance with the requirements of this ordinance.

6.3 All newly constructed food establishments or food establishments that extensively remodel, replace, or alter their plumbing must be inspected by Illinois Department of Public Health's plumbing inspectors or the City of Danville plumbing inspector and have all critical plumbing violations corrected prior to the issuance of the Vermilion County Health Department's Food Establishment permit. A Vermilion County Health Department Food Establishment permit shall not be issued until all critical plumbing violations have been noted and corrected on any

food establishment that has been closed for an extended period (longer than 14 days) except for seasonal type of operations.

6.4 The fee to review construction plans for a new food service establishment will be \$350.00.

Substantial remodeling of a food service establishment or construction of a mobile unit will be \$100.00

SECTION 7 – OUTREACH

The Vermilion County Health Department's Environmental Health staff will make available to all permitted food establishments and their staff a state approved Food Handler training class. Classes will be scheduled as needed. All attendees must register and pay a fee of \$10.00 to attend the class. Registration fees are nonrefundable unless the Department is given a 48-hour notice prior to the class's scheduled date. Classes will be held at the Vermilion County Health & Education Building in the conference room or any remote location of the county where the demand is needed.

SECTION 8 - PENALTIES.

Any person who violates any provision of this ordinance, or any rules and regulations adopted herein shall be guilty of a petty offense and upon conviction thereof, shall be punished by a fine of not more than \$500.00. In addition, therefore, such person may be enjoined from continuing such violations. Each day upon which such violation occurs shall constitute a separate offense.

SECTION 9 - REPEAL AND DATE OF EFFECT.

This ordinance shall be in full force and effect thirty (30) days after its adoption as provided by law; and, at that time, all ordinances and parts of ordinances in conflict with this ordinance are hereby repeal

SECTION 10 - UNCONSTITUTIONALITY CLAUSE.

Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reasons, the remainder of said ordinance shall not be affected thereby.

SECTION 11- EFFECTIVE DATE.

January 1, 2025

County	Dog 1yr S/N	Dog 1yr Intact	Dog 3yr S/N	Dog 3yr Intact	Cat 1yr S/N	Cat 1yr Intact	Cat 3yr S/N	Cat 3yr Intact	Rabies Tag Late Fee	Military and Seniors Over 65
Vermilion County, IL CURRENT	\$11	\$20	\$33	\$60	\$7	\$15	\$21	\$45	\$10	N/A
Vermilion County, IL PROPOSED	\$15	\$30	\$35	\$65	\$15	\$30	\$35	\$65	30 days after vaccine to register or \$25	Up to two free registration tags per year for spayed or neutered pets
Champaign County, IL	\$15	\$30	\$40	\$65	\$15	\$30	\$40	\$65	20 days after vaccine to register or \$100 fine	Up to two free registration tags for spayed or neutered pets
Platt County, IL	\$15	\$30	N/A	N/A	N/A	N/A	N/A	N/A	30 days after vaccine to register or \$10 fee	N/A
Douglas County, IL	\$10	\$20	\$20	\$50	N/A	N/A	N/A	N/A	N/A	Up to two free registration tags for spayed or neutered pets
Iroquois County, IL	\$15	\$35	\$30	\$60	\$15	\$35	\$30	\$60	N/A	N/A
Kankakee County, IL	\$15	\$35	\$30	\$90	\$15	\$35	\$30	\$90	30 days	N/A
Will County, IL	\$15	\$40	\$35	\$90	\$15	\$40	\$35	\$90	N/A	N/A
McLean County, IL	\$15	\$30	\$40	\$85	\$15	\$30	\$40	\$85	30 days after vaccine to register or \$20	N/A
Kane County, IL	\$15	\$40	\$35	\$90	\$15	\$40	\$35	\$90	N/A	No registration Fee
Madison County, IL	\$15	\$35	\$30	\$70	\$15	\$35	\$30	\$70	N/A	N/A

R E S O L U T I O N

RE: Vermilion County Emergency Management Agency, 2507 Georgetown Road, Danville, IL. 61832

WHEREAS, the County of Vermilion, Illinois owns a building at 2507 Georgetown Road, Danville, IL. 61832, which was formally the County Emergency Management Agency building ; and,

WHEREAS, the County has moved its offices from 2507 Georgetown Road, Danville, IL. to 201 N. Vermilion, Danville, IL. And has no further need of the deteriorating, and, damaged structure at 2507 Georgetown Road; and,

WHEREAS, it is appropriate to declare such real property and its contents that may remain after appropriate salvage and document recovery efforts have been made surplus; and,

WHEREAS, such other furnishings and items that remain and are not needed for government use should be surplused and disposed of with the guidance and consent of the Property Committee Chairman and County Board Chairman.

NOW, THEREFORE BE IT RESOLVED by the County Board of Vermilion County, Illinois, that the building at 2507 Georgetown Road, Danville, IL. 61832 is declared surplus and be disposed of for the maximum benefit of the public and community.

BE IT FURTHER RESOLVED THAT all other unneeded items and furnishings as described above or as remain in the building shall be appropriately disposed of with the guidance of the Property Committee Chairman and the County Board Chairman to either an appropriate governmental unit as above described or by sale, auction or donation as may be reasonable.

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the November 12, 2024 A.D. Session.

DATED this 12th day of November, 2024 A.D.

AYE _____ NAY _____ ABSTAIN _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Approved by Property Committee:

Kevin Green
Chairman Y N A

Britny Hoag Y N A

Todd Johnson Y N A

Billy Ryan Y N A

Mark Steinbaugh Y N A

Greg Shepard Y N A

Becky Stark Y N A