

CARROLL COUNTY BOARD MEETING

Small Courtroom, Courthouse

September 5, 2024 9:30 a.m.

*****PLEASE SILENCE CELL PHONES*****

Call to Order

Pledge of Allegiance

Roll Call

Public Comments

Consent Agenda

- 1. Approval of the August 15th Meeting Minutes**
- 2. Approval of Bills Paid in Vacation**
- 3. Approval of Committee on Claims**
- 4. Approval of Transfers**

Tabled Items

Department Reports

Animal Control

- 1. Monthly Report**

Assessor

Circuit Clerk

County Clerk & Recorder

Emergency Management

GIS

Highway

- 1. Monthly Report**

Health Department

Probation

Sheriff

States Attorney

Transit

Treasurer

Zoning/ZBA

Affiliate Reports

Blackhawk Hills Regional Council – Mrs. Bickelhaupt

Business Employment Skills Team/Workforce – Mr. Flikkema

Community Mental Health Board – Mrs. Bickelhaupt

Emergency Telephone System Board – Mr. Rieck

Health Board – Mr. Iske

Hotel/Motel - Ms. Jacobs

1. Monthly Report

Jo Daviess Carroll County Joint Action Solid Waste Agency – Mr. Flikkema

LRA – Ms. Jacobs

NWILED – Ms. Jacobs

1. Monthly Report

Senior Services Board – Mr. Soldat

Tri-County Opportunities Council – Mr. Preston

1. Monthly Report

United County Council of Illinois – Mr. Payette

Veterans Assistance Commission – Ms. Jacobs

Whiteside/Carroll & Jo/Carroll Enterprise Zones - Mr. Payette

Committee Reports

Ad Hoc Inmate Housing Committee – Mr. Iske

Ad Hoc Transit Garage Committee – Mr. Flikkema

Old Business

New Business

1. Budget Presentations

- **Carroll County Senior Center/Transit - Russ Gies**
- **Illinois Extension - Karla Belzer**
- **Blackhawk Hills Regional Council - Dan Payette**
- **Veterans Assistance Commission – Ellis Boughton/Wayne Leonard**
- **Northwest Illinois Economic Development - David Schmit**

2. Discussion of Illinois Finance Authority C-PACE Program - Brad Fletcher

3. Approval of SRO contract renewal with Eastland School District

4. Approval of Raffle License - Harvest Days

5. Approve the State's Attorney to authorize Carroll County to be included in the Kroger Settlement of the National Opioid Settlements

6. Approval of Contract with Willet, Hofmann and Associates to design the piling repairs for Section 24-14121-00-SM Fairhaven Road Bridge at the cost of \$8549.00. This cost will be split evenly between York Township and Carroll County.

7. Approval of the contract with Civil Constructors, Inc. to place shoulder rock along Ideal Road from Illinois Route 78 to Morrison Road in the amount of \$49,888.80.

8. Joint Bridge Agreement with Ogle County for Section 24-00044-00-SM

9. Approval of union addendum to Teamster Union Contract no longer requiring CDL License to be hired as a maintainer.

10. Approval to change the currently vacant technician position to an additional maintainer position at the Highway Department and proceed with the necessary steps to fill the position.

Executive Session

Chairman Report / Administrator Report

Appointments

Adjournment

Next County Board Meeting – September 19, 2024 at 9:30 a.m.

CARROLL COUNTY BOARD MEETING

301 N. MAIN ST., MT. CARROLL, IL

IN SMALL COURTROOM

AUGUST 15, 2024 AT 9:30 A.M.

CALL TO ORDER -Vice Chair Iske called the Board meeting to order at 9:30 a.m.

PLEDGE OF ALLEGIANCE

ROLL CALL - Roll call shows Mr. Preston, Mr. Flikkema, Mrs. Bickelhaupt, Ms. Jacobs, Mr. Soldat, and Mr. Iske present. Mr. Vandermyde, Mr. Payette, and Mr. Rieck were absent.

PUBLIC COMMENTS-None

BUSINESS

Consent Agenda – Vice Chair Iske presented the consent agenda for approval.

1. Approval of the August 1, 2024 Board Meeting minutes
2. Approval of Bills Paid in Vacation
3. Approval of Committee on Claims

Motion by Mr. Preston, second by Ms. Jacobs to approve the consent agenda. Roll call vote shows Ms. Jacobs, Mr. Flikkema, Mrs. Bickelhaupt, Mr. Preston, Mr. Soldat, and Mr. Iske all voting aye. Motion carried.

Tabled Items - None

Department Reports –

Animal Control- Animal Control Officer Lisa Ashby updated the Board that the Animal Control facility is full. It has been a busy summer with getting dogs adopted and neutered/spayed.

Assessor- Deputy Assessor Koltin Dimmick reported that the Assessor's office is still inputting and working on 2024 Assessment data collection.

Circuit Clerk- Circuit Clerk Patty Hiher advised the Board that she has been notified by the vendor that hosts the software for her office and the Courts that there will be a 25% increase in cost starting January 1, 2025. The increase will be added in her budget request in October.

County Clerk- County Clerk Amy Buss reported to the Board that 9,500 Permanent Request for a Vote by Mail ballot postcard went out to Carroll County Voters. She wants to encourage voters that if they wish not to receive future mailings to opt out on the indicated section on the postcard.

Emergency Management- Emergency Management Director Jim Klinefelter was not present. County Administrator Jachnicki updated the Board on Mr. Klinefelter's behalf. He reported that the remodeling at the Highway/EOC is on schedule for completion by the end of

September.

He reported that Mr. Klinefelter assisted the Carroll County Sheriff's department at the Carroll County Fair last week.

He reported that Mr. Klinefelter wanted the Board to know that the grant for the generator is still in the process stage.

GIS- Deputy Assessor Dimmick was present advised no report.

Highway – A monthly report was submitted and County Engineer Sara Renkes discussed her monthly report. She updated the Board on her plans for Georgetown Road which was not included in her monthly report.

Health Department – Dawn Holland was not present.

Probation- Chief Probation Managing Officer Marcie Arno was not present.

Sheriff & Property- Sheriff Ryan Kloepping reported on the landscaping projects that are being done by the Veteran's Memorial on the east side of Courthouse and the County Parking lot.

He reported that the SRO for West Carroll School District will begin working in two weeks. He stated that a squad car was in stock and has been ordered for that purpose.

Sheriff Kloepping reported that last weekend a glass door was damaged at the Treasurer's office and the cost to repair it will be approximately \$700.

State's Attorney - State's Attorney Aaron Kaney introduced his new Victim's Advocate Coordinator, Nicole Kaberg. He thanked Wendy Major for her over ten years of service as his previous Victim's Advocate Coordinator. The Board welcomed Nicole.

Transit – A monthly report was submitted.

PCOM Mary Maszk updated the Board that the Federal and State grants have been approved and Chair Payette will sign them on Monday. She was happy to announce that the Architect for the Garage has been approved by IDOT.

Treasurer – County Treasurer Lydia Hutchcraft provided the Board with Settlement Sheets that shows tax collection and distribution summary for the County. She informed the Board as of July 24th, out of the \$39,145,612.75 owed \$24,123,508.73 has been collected.

County Treasurer Hutchcraft and State's Attorney Kaney explained how the County can collect the 5% Hotel/Motel Tax even though the City of Mt. Carroll is charging a 1% tax for Business District Development. If the City would start charging the 5% Hotel/Motel tax the County would need to stop collecting this tax from the businesses in Mt. Carroll that are part of the Business District Development.

Zoning/Zoning Board of Appeals – Zoning Officer Jaicee Buckner reported that at the next Board meeting she will have a presentation of updates/changes to the County

Renewal license program through her office.

She reported that at the next meeting of the Zoning Board of Appeals, they will be working on changes to Chapter 700. The Zoning Board of Appeals will be deciding on a zoning change for the Center Hill Apartments from a R2 to a B1.

Affiliate Reports-

Blackhawk Hills Regional Council – No report.

Business Employment Skills Team/Workforce – No report.

Community Mental Health Board – No report.

Emergency Telephone System Board – No Report.

Health Board – No report.

Hotel/Motel – No report.

Jo-Carroll Enterprise Zone - No report.

Jo Daviess Carroll County Joint Action Solid Waste Agency – No report.

LRA- A monthly report submitted.

NWILED- No report.

Senior Services Board - No report

Tri-County Opportunities Council – A monthly report was submitted.

United County Council of Illinois- No report.

Veterans Assistance Commission – No report

Whiteside/Carroll & Jo/Carroll Enterprise Zones-No report

Committee Reports-

Ad Hoc Inmate Housing Committee- Mr. Iske reported that Wold has provided proposed facial designs. Wold has asked for and has been provided with necessary property information.

Old Business-None

New Business-

1. Carrie Folken, Executive Director from BEST, Inc. gave a presentation on how BEST, Inc. helps with Education Services, Career Planning Services and Employment Services in the counties of Carroll, JoDaviess, Ogle, Lee, Whiteside, Bureau, LaSalle, and Putnam.

2. Zoning Officer Buckner presented Chapter 720-Flood Damage Prevention. She went over the changes and additions that were made since the previous Board Meeting. Motion by Ms. Jacobs, second by Mrs. Bickelhaupt to approve as presented with adding the wording “current market value of the structure as shown in the previous year’s tax assessments from the Carroll County Assessment office” under section 720-2, Substantial Damage and Substantial Improvement. Discussion. Roll call shows Mr. Iske, Mr. Flikkema, Ms. Jacobs, Mr. Soldat, Mrs. Bickelhaupt and Mr. Preston all voting aye. Motion carried.
3. County Engineer Renkes presented and explained the Petition for Bridge Aid for York Township Section 24-14121-00-SM Fairhaven Road in the amount of \$86,600 and allocation of County Bridge Aid funds in the amount of \$43,300. Motion by Ms. Jacobs to approve this Petition, second by Mrs. Bickelhaupt. Roll call shows Mrs. Bickelhaupt, Mr. Preston, Mr. Soldat, Mr. Iske, Mr. Flikkema, and Ms. Jacobs all voting aye. Motion carried.
4. County Engineer Renkes presented to review and consider the current vacant technician position to an additional maintainer position at the Highway Department. After much discussion, it was the consensus of the Board to have County Engineer Renkes and County Administrator Jachnicki clarify with the Teamsters Union if this job description is used does it affect any previous hires and does adding this new job description for a new employee affect the current contract. They will refer to State’s Attorney Kaney for help if needed.

Executive Session- None

Chairman Report/Administrator Report –

1. County Administrator Bob Jachnicki updated the Board on the Status of Budget software implement. He noted implementation is complete, but it took a little longer than expected. In September, he will have the external budgets present their budgets. In October, he will have internal budgets presented by Department heads.

Appointments – None

Motion by Ms. Jacobs, second by Mr. Soldat to adjourn at 10:49 a.m. Motion carried.

Submitted by Amy R. Buss, County Clerk and Recorder

Selection Criteria: Vendor =
Bank =

Bills Paid in Vacation

Batch = TIMBERLAKE
Due Date =
Invoice Date =

Open Invoices by Fund/Department (APLT22) Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	040	COUNTY MOTEL/HOTEL TAX FUND			
Dept:	00	NonDepartmental			
40007	TIMBERLAKE PLAYHOUSE		04000005154	TOURISM/PROMOTIONS	\$1,500.00
	2024 ADVERTISING	8/14/2024	HOTEL-MOTEL / ADVERTISING		
Subtotal for Department: 00 :					\$1,500.00
Total for Fund: 040 :					\$1,500.00

Selection Criteria: Vendor =
Bank =

Batch = MIDAMBASEMENT
Due Date =
Invoice Date =

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	084	CORONA VIRUS RELIEF FU			
Dept:	00	NonDepartmental			
640885	MIDAMERICA BASEMENT SYSTEMS	08400009208	BUILDING IMPROVEMENTS - EXP		\$1,804.50
	8.14.24	8/14/2024	HWY DEPT / BASEMENT WORK		
Subtotal for Department: 00 :					\$1,804.50
Total for Fund: 084 :					\$1,804.50

Selection Criteria: Vendor =
Bank =

Batch = BPIV
Due Date =
Invoice Date =

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	07	ELECTIONS			
1580	CARROLL CO. FARM BUREAU		01107005022	HELP AMERICA VOTE ACT	\$100.00
	8.15.24	8/15/2024	RENT FOR ELECTION JUDGE TRAINING		
Subtotal for Department: 07 :					\$100.00
Total for Fund: 011 :					\$100.00

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	084	CORONA VIRUS RELIEF FU			
Dept:	00	NonDepartmental			
640192	THOMAS DODGE-CHRYSLER-JEEP		08400005560	VEHICLES	\$43,444.00
	8.15.24	8/15/2024	SQUAD CAR / WC RESOURCE OFFICER		
Subtotal for Department: 00 :					\$43,444.00
Total for Fund: 084 :					\$43,444.00

Selection Criteria: Vendor =
Bank =

Batch = REALTAX
Due Date =
Invoice Date =

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	034	LIABILITY INSURANCE FUN			
Dept:	00	NonDepartmental			
640902	REALTAX DEVELOPERS, LTD		03400005375	PROPERTY & CAS INSURANCE	\$7,200.00
8.16.24 SETTLEMENT		8/16/2024	SETTLEMENT		
Subtotal for Department: 00 :					\$7,200.00
Total for Fund: 034 :					\$7,200.00

Selection Criteria: Vendor =
Bank =

Batch = DAWN
Due Date =
Invoice Date =

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	029	VITAL RESOLUTION			
Dept:	00	NonDepartmental			
640877	DAWN BUSS		02900005441	ARCHIVING	\$238.00
	8.16.24	8/16/2024	SCANNING		
Subtotal for Department: 00 :					\$238.00
Total for Fund: 029 :					\$238.00

Selection Criteria: Vendor =
Bank =

Batch = SHERIFF
Due Date =
Invoice Date =

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	082	LAW ENFORCEMENT OPERATIONS / LEGAL			
Dept:	00	NonDepartmental			
640904	JOHNNY CAPOCELLI		08200005522	SHERIFF LAW ENFORCE OP EXP	\$718.94
	8.20.24	8/20/2024	SHERIFF / TRAVEL REIMBURSEMENT		
640903	MATTHEW ACKLEY		08200005522	SHERIFF LAW ENFORCE OP EXP	\$718.94
	8.20.24	8/20/2024	SHERIFF / TRAVEL REIMBURSMENT		
Subtotal for Department: 00 :					\$1,437.88
Total for Fund: 082 :					\$1,437.88

Selection Criteria: Vendor =
Bank =

Batch = HOTEL-MOTEL
Due Date =
Invoice Date =

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	040	COUNTY MOTEL/HOTEL TAX FUND			
Dept:	00	NonDepartmental			
640905	THOMSON HARVEST DAYS		04000005154	TOURISM/PROMOTIONS	\$250.00
	2024 SPONSORSHIP	8/20/2024	HOTEL-MOTEL / THOMSON HARVEST DAYS SPONSORSHIP		
Subtotal for Department: 00 :					\$250.00
Total for Fund: 040 :					\$250.00

Selection Criteria: Vendor =
Bank =

Batch = SHERIFF
Due Date =
Invoice Date =

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	082	LAW ENFORCEMENT OPERATIONS / LEGAL			
Dept:	00	NonDepartmental			
640904	JOHNNY CAPOCELLI		08200005522	SHERIFF LAW ENFORCE OP EXP	\$68.01
	8.21.24	8/21/2024	SHERIFF / TRAVEL EXPENSE		
640903	MATTHEW ACKLEY		08200005522	SHERIFF LAW ENFORCE OP EXP	\$68.01
	8.21.24	8/21/2024	SHERIFF / TRAVEL EXPENSE		
Subtotal for Department: 00 :					\$136.02
Total for Fund: 082 :					\$136.02

Selection Criteria: Vendor =
Bank =

Batch = DAWN
Due Date =
Invoice Date =

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	029	VITAL RESOLUTION			
Dept:	00	NonDepartmental			
640877	DAWN BUSS		02900005441	ARCHIVING	\$182.00
	8.23.24	8/23/2024	CO CLERK / SCANNING		
Subtotal for Department: 00 :					\$182.00
Total for Fund: 029 :					\$182.00

Selection Criteria: Vendor =
Bank =

Batch =
Due Date = 8/26/2024
Invoice Date =

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	01	COURTHOUSE UPKEEP			
1091	COMPUTER DYNAMICS		01101005005	UTILITIES--TELEPHONE	\$21.95
	394177	8/26/2024	MONTHLY WEB HOSTING		
Subtotal for Department: 01 :					\$21.95
Total for Fund: 011 :					\$3,946.72

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	011	GENERAL FUND				
Dept:	02	SUPPLIES AND RENTALS				
640684	STOREY-KENWORTHY			01102005323	PRINTING, SUPPLIES & POSTAG	\$94.34
	PINV1195599	8/26/2024	CO CLERK			
Subtotal for Department: 02 :						\$94.34
Total for Fund: 011 :						\$3,946.72

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	05	SUPERVISOR OF ASSESSMENTS			
710	C.A.O.A.		01105005010	DUES	\$325.00
		2025 DUES	8/26/2024	ASSESSOR	
3565	PEARSON		01105005323	PRINTING SUPPLIES & OTHERS	\$7.50
		S511406	8/26/2024	ASSESSOR	
Subtotal for Department: 05 :					\$332.50
Total for Fund: 011 :					\$3,946.72

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	011	GENERAL FUND				
Dept:	07	ELECTIONS				
640684	STOREY-KENWORTHY			01107005323	PRINTING, SUPPLIES & POSTAG	\$61.28
	PINV1196238		8/26/2024	CO CLERK		
					Subtotal for Department: 07 :	\$61.28
					Total for Fund: 011 :	\$3,946.72

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	12	COUNTY TREASURER			
3565	PEARSON		01112005323	PRINTING & SUPPLIES	\$15.00
	S511405	8/26/2024	TREASURER		
Subtotal for Department: 12 :					\$15.00
Total for Fund: 011 :					\$3,946.72

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	011	GENERAL FUND				
Dept:	13	COUNTY CLERK AND RECORDER				
640684	STOREY-KENWORTHY			01113005323	PRINTING & SUPPLIES	\$23.33
	PINV1195599	8/26/2024		CO CLERK		
					Subtotal for Department: 13 :	\$23.33
					Total for Fund: 011 :	\$3,946.72

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	011	GENERAL FUND		
Dept:	20	COUNTY SHERRIFF		
640044	CGH MEDICAL CENTER	01120006085	PRISONER MEDICAL	\$50.00
	23168355-PX_8,2,24	8/26/2024	INMATE	
640799	HEAD2TOE CUSTOM APPAREL & DESIGN	01120006046	UNIFORMS	\$116.00
	5594	8/26/2024	SHERIFF	
640558	MOTOROLA SOLUTIONS, INC.	01120006047	RADIO CONTRACT & REPAIRS	\$1,092.00
	8602220240701	8/26/2024	SHERIFF	
3380	MT.CARROLL PHARMACY	01120006086	PRISONER PRESCRIPTION	\$388.48
	7.31.24 STATEMENT	8/26/2024	SHERIFF / INMATE	
3540	QUILL CORPORATION	01120005323	OFFICE SUPPLIES	\$22.99
	39769472	8/26/2024	SHERIFF	
3540	QUILL CORPORATION	01120005323	OFFICE SUPPLIES	\$85.43
	39738651	8/26/2024	SHERIFF	
4170	STEBBINS APPLIANCE	01120006087	PRISONER GENERAL CARE	\$61.10
	5319	8/26/2024	SHERIFF	
Subtotal for Department: 20 :				\$1,816.00
Total for Fund: 011 :				\$3,946.72

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	011	GENERAL FUND				
Dept:	24	PUBLIC DEFENDER				
640443	DAVID J BROWN			01124007104	DEFENDING ATTORNEY-SALARY	\$450.00
	98MR5_6.18.24		8/26/2024	ATTY FEES		
640170	DAVID WEISSMILLER			01124007104	DEFENDING ATTORNEY-SALARY	\$375.00
	2021JA3,4_8.22.24		8/26/2024	ATTY FEES		
					Subtotal for Department: 24 :	\$825.00
					Total for Fund: 011 :	\$3,946.72

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	011	GENERAL FUND				
Dept:	25	PROBATION				
640611	KOLTON KRAMER			01125007011	TRAVEL REIMBURSEMENT	\$198.32
	JAN-APRIL2024 MILEAGE		8/26/2024	PROBATION		
2424	MARCIE ARNO			01125007078	CELL PHONES	\$30.00
	8.1.24-8.31.24 PHONE		8/26/2024	PROBATION / REIMBURSEMENT		
					Subtotal for Department: 25 :	\$228.32
					Total for Fund: 011 :	\$3,946.72

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	28	COURT EXPENSES - JUDGES			
3565	PEARSON		01128005323	PRINTING & SUPPLIES-BOOKS/P	\$15.00
	S511407	8/26/2024	JUDGE		
Subtotal for Department: 28 :					\$15.00
Total for Fund: 011 :					\$3,946.72

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	011	GENERAL FUND				
Dept:	31	FINANCIAL SOFTWARE				
1091	COMPUTER DYNAMICS			01131005431	FINANCIAL SOFTWARE SUPPOR	\$55.00
	394179	8/26/2024		TREASURER		
1091	COMPUTER DYNAMICS			01131005525	BACKUP SUPPORT	\$459.00
	394179	8/26/2024		TREASURER		
					Subtotal for Department: 31 :	\$514.00
					Total for Fund: 011 :	\$3,946.72

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	032	PROBATION SERVICE FEE		
Dept:	00	NonDepartmental		
3598	REDWOOD TOXICOLOGY LAB	03200007069	DRUG TESTING	\$26.25
	00286820247	8/26/2024	PROBATION	
3598	REDWOOD TOXICOLOGY LAB	03200007069	DRUG TESTING	\$20.42
	367880	8/26/2024	PROBATION	
Subtotal for Department: 00 :				\$46.67
Total for Fund: 032 :				\$46.67

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	044	GEOGRAPHIC INFO SYSTE		
Dept:	00	NonDepartmental		
2245	INTERGRAPH CORPORATION		04400009207	GIS LEASES & MAINTENANCE
	S24-0000533	8/26/2024	GIS / MAINTENANCE SERVICE CONTRACT	
Subtotal for Department: 00 :				\$2,943.36
Total for Fund: 044 :				\$2,943.36

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt	
Invoice		Inv Date	Invoice Description		
Fund:	054	COUNTY HEALTH FUND			
Dept:	00	NonDepartmental			
2614	LEAF		05400005344	CONTRACTUAL	\$162.93
	16948585	8/26/2024	HEALTH DEPT		
54071	MIRROR DEMOCRAT		05400005323	PRINTING, SUPPLIES & POSTAG	\$180.00
	HEALTH DEPT_7.31.24	8/26/2024	HEALTH DEPT		
640148	MITCHELL & MCCORMICK INC		05400005344	CONTRACTUAL	\$225.00
	UPPCT0000004716	8/26/2024	HEALTH DEPT		
640633	PACE ANALYTICAL SERVICES		05400005344	CONTRACTUAL	\$517.50
	247212062	8/26/2024	HEALTH DEPT		
640874	R.P. LUMBER		05400005323	PRINTING, SUPPLIES & POSTAG	\$68.28
	2728679	8/26/2024	HEALTH DEPT		
640615	REX A. KREUDER		05400005012	TRAVEL	\$82.41
	8.7.24 MILEAGE	8/26/2024	NIPARC MEETING / HEALTH DEPT		
Subtotal for Department: 00 :					\$1,236.12
Total for Fund: 054 :					\$1,236.12

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	082	LAW ENFORCEMENT OPERATIONS				
Dept:	00	NonDepartmental				
1771	GALLS LLC			08200005522	SHERIFF LAW ENFORCE OP EXP	\$846.99
	028584013	8/26/2024	SHERIFF			
Subtotal for Department: 00 :						\$846.99
Total for Fund: 082 :						\$846.99

Selection Criteria: Vendor =
Bank =

Batch = POSTMASTER
Due Date =
Invoice Date =

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	07	ELECTIONS			
3270	MT. CARROLL POSTMASTER		01107005323	PRINTING, SUPPLIES & POSTAG	\$100.00
	8.27.24	8/27/2024	COUNTY CLERK / PREPAID ACCOUNT		
Subtotal for Department: 07 :					\$100.00
Total for Fund: 011 :					\$100.00

Selection Criteria: Vendor =
Bank =

Batch = RYAN
Due Date =
Invoice Date =

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	20	COUNTY SHERRIFF			
640618	Secretary of State		01120006044	SQUAD CAR MAINTENANCE	\$173.00
	8.27.24	8/27/2024	SHERIFF		
Subtotal for Department: 20 :					\$173.00
Total for Fund: 011 :					\$173.00

Selection Criteria:

Vendor =

Bank =

Committee On Claims

Batch =

Due Date = 9/5/2024

Invoice Date =

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor	Invoice	Inv Date	Account	Account Description	Invoice Amt
			Invoice Description		
Fund:	011		GENERAL FUND		
Dept:	01		COURTHOUSE UPKEEP		
640875	HD SUPPLY		01101005003	REPAIRS & MAINTENANCE	\$146.33
	820255636	9/5/2024	COURTHOUSE		
640875	HD SUPPLY		01101005003	REPAIRS & MAINTENANCE	\$146.33
	820255628	9/5/2024	COURTHOUSE		
640875	HD SUPPLY		01101005003	REPAIRS & MAINTENANCE	\$146.33
	820255644	9/5/2024	COURTHOUSE		
640875	HD SUPPLY		01101005003	REPAIRS & MAINTENANCE	\$490.18
	820255651	9/5/2024	COURTHOUSE		
1800	NICOR GAS		01101005006	UTILITIES--GAS	\$141.40
	86673320007_7.24-8.23.24	9/5/2024	COURTHOUSE		
3412	PLATTENBERGER PLUMBING & HTG.		01101005003	REPAIRS & MAINTENANCE	\$225.00
	4262	9/5/2024	COURTHOUSE		
640874	R.P. LUMBER		01101005003	REPAIRS & MAINTENANCE	\$57.98
	2752182	9/5/2024	SHERIFF		
640762	REPUBLIC SERVICES		01101005003	REPAIRS & MAINTENANCE	\$184.14
	0721-008123871	9/5/2024	SHERIFF		
Subtotal for Department: 01 :					\$1,537.69
Total for Fund: 011 :					\$16,368.24

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	03	OFFICE EQUIPMENT MAINTENANC			
640560	DE LAGE LANDEN FINANCIAL SERVICES		01103005025	OFFICE EQUIPMENT MAINTENAN	\$462.83
	82985117	9/5/2024	CO CLERK		
4192	STERLING BUSINESS EQUIP. CENT.		01103005025	OFFICE EQUIPMENT MAINTENAN	\$215.13
	INV615633	9/5/2024	CIRCUIT CLERK		
4192	STERLING BUSINESS EQUIP. CENT.		01103005025	OFFICE EQUIPMENT MAINTENAN	\$29.70
	INV615634	9/5/2024	CIRCUIT CLERK		
				Subtotal for Department: 03 :	\$707.66
				Total for Fund: 011 :	\$16,368.24

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	011	GENERAL FUND		
Dept:	05	SUPERVISOR OF ASSESSMENTS		
4576	UNITED STATES POSTAL SERVICE	01105005323	PRINTING SUPPLIES & OTHERS	\$4,500.00
	28897270_9.5.24	9/5/2024	ASSESSOR	
4660	VANGUARD APPRAISALS INC.	01105005027	APPRAISAL SOFTWARE	\$2,887.50
	20840	9/5/2024	ASSESSOR	
4660	VANGUARD APPRAISALS INC.	01105005027	APPRAISAL SOFTWARE	\$150.00
	21857	9/5/2024	ASSESSOR	
Subtotal for Department: 05 :				\$7,537.50
Total for Fund: 011 :				\$16,368.24

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	011	GENERAL FUND				
Dept:	12	COUNTY TREASURER				
640586	PITNEY BOWES GLOBAL FINANCIAL SERV			01112005323	PRINTING & SUPPLIES	\$300.93
	3106784046	9/5/2024	TREASURER			
					Subtotal for Department: 12 :	\$300.93
					Total for Fund: 011 :	\$16,368.24

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	19	DOG CATCHER			
134	CARROLL CO. ANIMAL CONTROL OFFICER	01119006072	PETTY CASH SMALL ITEMS		\$25.29
	9.5.24	9/5/2024	ANIMAL CONTROL / PETTY CASH		
2040	CARROLL COUNTY HIGHWAY DEPT.	01119006039	AUTO TELEPHONE & SUPPLIES		\$168.70
	9.5.24	9/5/2024	ANIMAL CONTROL / FUEL		
2040	CARROLL COUNTY HIGHWAY DEPT.	01119007055	CELL PHONE		\$80.21
	9.5.24	9/5/2024	ANIMAL CONTROL / CELL PHONE		
2040	CARROLL COUNTY HIGHWAY DEPT.	01119005323	PRINTING & SUPPLIES		\$34.95
	9.5.24	9/5/2024	ANIMAL CONTROL / POUND SUPPLIES		
157	LISA ASHBY	01119005323	PRINTING & SUPPLIES		\$160.00
	9.5.24	9/5/2024	ANIMAL CONTROL / POUND SUPPLIES		
Subtotal for Department: 19 :					\$469.15
Total for Fund: 011 :					\$16,368.24

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	20	COUNTY SHERRIFF			
1771	GALLS LLC		01120006046	UNIFORMS	\$9.53
	028703621	9/5/2024	SHERIFF		
2491	KUNES' COUNTRY AUTO GROUP INC		01120006044	SQUAD CAR MAINTENANCE	\$291.00
	43468	9/5/2024	SHERIFF		
2614	LEAF		01120005323	OFFICE SUPPLIES	\$236.27
	17006128	9/5/2024	SHERIFF		
32003	UNIFORM DEN EAST, INC		01120006046	UNIFORMS	\$26.95
	93189	9/5/2024	SHERIFF		
				Subtotal for Department: 20 :	\$563.75
				Total for Fund: 011 :	\$16,368.24

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	24	PUBLIC DEFENDER			
2970	EDWARD J. MITCHELL		01124007104	DEFENDING ATTORNEY-SALARY	\$382.50
	BARLOW_8.28.24	9/5/2024	ATTY FEES		
2970	EDWARD J. MITCHELL		01124007104	DEFENDING ATTORNEY-SALARY	\$3,637.50
	SCHMIDT_8.28.24	9/5/2024	ATTY FEES		
				Subtotal for Department: 24 :	\$4,020.00
				Total for Fund: 011 :	\$16,368.24

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	011	GENERAL FUND		
Dept:	26	STATES ATTORNEY		
940	CLINTON COUNTY SHERIFF'S OFF. IN2401943	9/5/2024	01126005341 STATES ATTY	OTHER EXPENDITURES \$58.14
640908	IPBVAA 2024 CONFERENCE	9/5/2024	01126005014 STATES ATTY / VICTIM'S ADVOCATE CONFERENCE REGISTRATION	EDUCATION \$55.00
2300	JACKSON COUNTY SHERIFF 2024-DV-11_8.14.24	9/5/2024	01126005341 STATES ATTY	OTHER EXPENDITURES \$71.18
4192	STERLING BUSINESS EQUIP. CENT. INV614966	9/5/2024	01126005323 STATES ATTY	PRINTING & SUPPLIES \$69.54
4192	STERLING BUSINESS EQUIP. CENT. INV614857	9/5/2024	01126005323 ST ATTY	PRINTING & SUPPLIES \$425.62
Subtotal for Department: 26 :				\$679.48
Total for Fund: 011 :				\$16,368.24

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	011	GENERAL FUND		
Dept:	27	CIRCUIT CLERK		
640187	ILLINOIS LABOR LAW POSTER SERVICE	01127005323	PRINTING & SUPPLIES	\$99.50
	2025 POSTERS	9/5/2024	CIRCUIT CLERK	
3540	QUILL CORPORATION	01127005323	PRINTING & SUPPLIES	\$27.87
	40136094	9/5/2024	CIRCUIT CLERK	
3540	QUILL CORPORATION	01127005323	PRINTING & SUPPLIES	\$104.10
	401493328	9/5/2024	CIRCUIT CLERK	
Subtotal for Department: 27 :				\$231.47
Total for Fund: 011 :				\$16,368.24

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	011	GENERAL FUND				
Dept:	28	COURT EXPENSES - JUDGES				
3540	QUILL CORPORATION			01128005323	PRINTING & SUPPLIES-BOOKS/P	\$268.35
	40219796		9/5/2024	JUDGE		
					Subtotal for Department: 28 :	\$268.35
					Total for Fund: 011 :	\$16,368.24

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	30	COUNTY ADMINISTRATOR			
640852	ROBERT JACHNICKI		01130005012	TRAVEL	\$52.26
	8.22.24 MILEAGE	9/5/2024	LEE COUNTY BOARD MEETING MILEAGE REIMBURSEMENT		
Subtotal for Department: 30 :					\$52.26
Total for Fund: 011 :					\$16,368.24

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt	
Invoice		Inv Date	Invoice Description		
Fund:	013	BRIDGE AID FUND			
Dept:	00	NonDepartmental			
640691	STONE AGE EXCAVATING		01300005112	REIMBURSEMENTS	\$1,806.21
	CLAIM 2222	9/5/2024	CULVERT REPLACEMENT		
640691	STONE AGE EXCAVATING		01300005114	AID TO TWPS IN BLDING BRIDGE	\$2,041.54
	CLAIM 2222	9/5/2024	CULVERT REPLACEMENT		
640691	STONE AGE EXCAVATING		01300005112	REIMBURSEMENTS	\$1,877.74
	CLAIM 2222	9/5/2024	CULVERT REPLACEMENT		
640691	STONE AGE EXCAVATING		01300005114	AID TO TWPS IN BLDING BRIDGE	\$1,877.75
	CLAIM 2222	9/5/2024	CULVERT REPLACEMENT		
640691	STONE AGE EXCAVATING		01300005114	AID TO TWPS IN BLDING BRIDGE	\$1,806.21
	CLAIM 2222	9/5/2024	CULVERT REPLACEMENT		
640691	STONE AGE EXCAVATING		01300005112	REIMBURSEMENTS	\$2,041.55
	CLAIM 2222	9/5/2024	CULVERT REPLACEMENT		
Subtotal for Department: 00 :					\$11,451.00
Total for Fund: 013 :					\$11,451.00

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
Fund: 014 COUNTY HIGHWAY FUND Dept: 00 NonDepartmental					
640779 ASPHALT SALES COMPANY			01400005112	REIMBURSEMENTS	\$18,838.68
	CLAIM 4384-C	9/5/2024	HWY DEPT / BIT MATL HFRS-2 FOR FREEDOM		
640179 CARL FOLEY			01400005101	MAINTENANCE OF COUNTY HIG	\$2,000.00
	CLAIM 4384-C	9/5/2024	HWY DEPT / TREE DAMAGE CLEAN-UP LORAN RD		
640280 David Wilkinson			01400005104	MATERIALS, STORES & SUPPLIE	\$109.99
	CLAIM 4384-C	9/5/2024	HWY DEPT / WORK SHOES		
1968 HDI QUARRY LLC			01400005101	MAINTENANCE OF COUNTY HIG	\$116.35
	CLAIM 4384-C	9/5/2024	HWY DEPT / CA-16 FOR STOCKPILE		
640534 HELM TRUCK AND EQUIPMENT			01400005103	HIGHWAY EQUIPMENT MAINTEN	\$2,663.51
	CLAIM 4384-C	9/5/2024	HWY DEPT / REPAIRS		
640534 HELM TRUCK AND EQUIPMENT			01400005103	HIGHWAY EQUIPMENT MAINTEN	\$169.48
	CLAIM 4384-C	9/5/2024	HWY DEPT / PARTS		
640797 JOSEPH L JANSSEN			01400005101	MAINTENANCE OF COUNTY HIG	\$315.15
	CLAIM 4384-C	9/5/2024	HWY DEPT / EQUIPMENT HOURS		
2459 KIMBALL MIDWEST			01400005104	MATERIALS, STORES & SUPPLIE	\$440.06
	CLAIM 4384-C	9/5/2024	CLAIM 4384-C / SHOP SUPPLIES		
2790 MARTIN EQUIPMENT OF IA-IL, INC.			01400005103	HIGHWAY EQUIPMENT MAINTEN	\$43.78
	CLAIM 4384-C	9/5/2024	HWY DEPT / PARTS		
3030 MONROE TRUCK EQUIPMENT			01400005103	HIGHWAY EQUIPMENT MAINTEN	\$223.28
	CLAIM 4384-C	9/5/2024	HWY DEPT / PARTS		
3220 NORTHERN ILLINOIS DIESEL			01400005103	HIGHWAY EQUIPMENT MAINTEN	\$68.38
	CLAIM 4384-C	9/5/2024	HWY DEPT / PARTS		
640874 R.P. LUMBER			01400005104	MATERIALS, STORES & SUPPLIE	\$17.98
	CLAIM 4384-C	9/5/2024	HWY DEPT / SHOP SUPPLIES		

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
640628 RDO TRUCK CENTERS	4384-C	9/5/2024	01400005103 HWY DEPT / PARTS	HIGHWAY EQUIPMENT MAINTEN	\$170.88
640762 REPUBLIC SERVICES	4384-C	9/5/2024	01400005105 HWY DEPT / GARBAGE COLLECTION	GARAGE OPERATION & MAINTEN	\$70.60
3787 SADLER POWER TRAIN INC.	CLAIM 4384-C	9/5/2024	01400005104 HWY DEPT / PORTABLE FUEL TANK	MATERIALS, STORES & SUPPLIE	\$825.00
3787 SADLER POWER TRAIN INC.	4384-C	9/5/2024	01400005103 PARTS	HIGHWAY EQUIPMENT MAINTEN	\$269.72
640330 STERLING NAPA AUTO PARTS	CLAIM 4384-C	9/5/2024	01400005104 HWY DEPT / SHOP SUPPLIES	MATERIALS, STORES & SUPPLIE	\$65.97
4577 U.S. CELLULAR	CLAIM 4384-C	9/5/2024	01400005112 ACO CELLPHONE	REIMBURSEMENTS	\$80.21
4577 U.S. CELLULAR	CLAIM 4384-C	9/5/2024	01400005109 CO ENG CELLPHONE	ADMINISTRATIVE	\$91.83
4791 WENDLING QUARRIES, INC.	CLAIM 4384-C	9/5/2024	01400005101 HWY DEPT / CA-16 FOR STOCKPILE	MAINTENANCE OF COUNTY HIG	\$165.76
Subtotal for Department: 00 :					\$26,746.61
Total for Fund: 014 :					\$26,746.61

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	015	TOWNSHIP MOTOR FUEL TAX		
Dept:	00	NonDepartmental		
640779	ASPHALT SALES COMPANY	01500005120	MAINT/CONSTRUCTION - ROADS	\$100,415.56
	7887-MT	9/5/2024	BIT MAT HFRS-2	
640779	ASPHALT SALES COMPANY	01500005158	REBUILD ILLINOIS	\$51,895.34
	7888-MT	9/5/2024	BIT MAT HFRS	
2040	CARROLL COUNTY HIGHWAY DEPT.	01500005120	MAINT/CONSTRUCTION - ROADS	\$60,606.01
	7889-MT	9/5/2024	HAUL,SPREAD,ROLL SC AGGREGATE / HAUL,APPLY BIT MAT HFRS-2	
640600	DOC'S EXCAVATING	01500005120	MAINT/CONSTRUCTION - ROADS	\$412.72
	7890-MT	9/5/2024	CA-10 / ELKHORN GROVE	
1968	HDI QUARRY LLC	01500005120	MAINT/CONSTRUCTION - ROADS	\$10,307.70
	7891-MT	9/5/2024	SC AGGREGATE / FREEDOM, WOODLAND	
640145	HELM MATERIALS	01500005120	MAINT/CONSTRUCTION - ROADS	\$608.00
	7892-MT	9/5/2024	COLD PATCH / WOODLAND	
3806	SAVANNA QUARRY	01500005120	MAINT/CONSTRUCTION - ROADS	\$9,668.82
	7893-MT	9/5/2024	SC AGGREGATE / MT. CARROLL, SAVANNA, WASHINGTON, WOODLAND	
3806	SAVANNA QUARRY	01500005158	REBUILD ILLINOIS	\$2,952.74
	7892-MT	9/5/2024	SC AGGREGATE / MT. CARROLL	
4791	WENDLING QUARRIES, INC.	01500005120	MAINT/CONSTRUCTION - ROADS	\$8,560.91
	7894-MT	9/5/2024	SC AGGREGATE & CA-10 / SALEM	
Subtotal for Department: 00 :				\$245,427.80
Total for Fund: 015 :				\$245,427.80

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	016	COUNTY MOTOR FUEL TA			
Dept:	00	NonDepartmental			
102	AMERICA'S PARKING REMARKING		01600005117	MAINTENANCE	\$48,761.45
	CLAIM 2652-M	9/5/2024	HWY DEPT / PAINT PVT MARKING		
640779	ASPHALT SALES COMPANY		01600005117	MAINTENANCE	\$20,899.34
	CLAIM 2652-M	9/5/2024	BIT MAT HFRS-2		
3806	SAVANNA QUARRY		01600005117	MAINTENANCE	\$3,703.14
	CLAIM 2652-M	9/5/2024	SC AGGREGATE		
				Subtotal for Department: 00 :	\$73,363.93
				Total for Fund: 016 :	\$73,363.93

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	026	COMMUNITY MENTAL HEA			
Dept:	00	NonDepartmental			
2601	LEE/CARROLL CASA		02600005345	CASA	\$2,085.06
	9.5.24	9/5/2024	708 FUND DISBURSEMENT		
2690	LUTHERAN SOCIAL SERVICES		02600005346	LUTHERAN SOCIAL SERVICES	\$1,197.80
	9.5.24	9/5/2024	708 FUND DISBURSEMENT		
640283	RIVERVIEW CENTER		02600005348	RIVERVIEW	\$3,120.20
	9.5.24	9/5/2024	708 FUND DISBURSEMENT		
3760	ROLLING HILLS PROGRESS CENTER		02600005389	GRANTS-ROLLING HILLS CENTE	\$10,292.22
	9.5.24	9/5/2024	708 FUND DISBURSEMENT		
4000	SINNISSIPPI CENTERS, INC.		02600005336	GRANTS-SINNISSIPPI MENTAL H	\$11,593.54
	9.5.24	9/5/2024	708 FUND DISBURSEMENT		
4487	TYLER'S JUSTICE CENTER FOR CHILDRE		02600005134	TYLERS JUSTICE CTR FOR CHID	\$1,109.08
	9.5.24	9/5/2024	708 FUND DISBURSEMENT		
Subtotal for Department: 00 :					\$29,397.90
Total for Fund: 026 :					\$29,397.90

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	032	PROBATION SERVICE FEE		
Dept:	00	NonDepartmental		
640895	ED MORSE CHEVROLET	03200005206	FUTURE EXPENDITURES	\$1,776.00
	9.5.24	9/5/2024	PROBATION / VEHICLE REGISTRATION AND TAX	
640906	GM FINANCIAL	03200005206	FUTURE EXPENDITURES	\$2,167.88
	#212084763676_9.5.24	9/5/2024	PROBATION / VEHICLE LEASE PAYMENT (4 MONTHS)	
Subtotal for Department: 00 :				\$3,943.88
Total for Fund: 032 :				\$3,943.88

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	044	GEOGRAPHIC INFO SYSTE				
		..				
Dept:	00	NonDepartmental				
3981	SIDWELL COMPANY			04400005191	CONTRACTUAL SERVICES	\$647.50
	SIDXT0007741			9/5/2024	ASSESSOR	
					Subtotal for Department: 00 :	\$647.50
					Total for Fund: 044 :	\$647.50

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	054	COUNTY HEALTH FUND				
Dept:	00	NonDepartmental				
640770	STEPHANIE S. HUGHES			05400005437	PART-TIME JANITOR	\$260.00
		9.5.24	9/5/2024	HEALTH DEPT		
54008	Stericycle			05400005344	CONTRACTUAL	\$86.55
		8008065153	9/5/2024	HEALTH DEPT		
					Subtotal for Department: 00 :	\$346.55
					Total for Fund: 054 :	\$346.55

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	056	PET POPULATION CONTR			
		CL FUND			
Dept:	00	NonDepartmental			
2951	NORTHERN ILLINOIS VET SERVICES		05600005503	SPAY & NEUTERING	\$872.10
	9.5.24	9/5/2024	ANIMAL CONTROL		
Subtotal for Department: 00 :					\$872.10
Total for Fund: 056 :					\$872.10

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	074	TRANSPORTATION GRANT				
Dept:	00	NonDepartmental				
30001	CARROLL COUNTY SENIOR SERVICES ORG			07400005510	DISBURSEMENTS	\$16,310.42
	CCT#009	9/5/2024	TRANSIT / REIMBURSE EXPENSES			
					Subtotal for Department: 00 :	\$16,310.42
					Total for Fund: 074 :	\$16,310.42

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	084	CORONA VIRUS RELIEF FU			
Dept:	00	NonDepartmental			
640737	DAN'S OVERHEAD DOORS AND MOORE	08400009208	BUILDING IMPROVEMENTS - EXP		\$1,176.61
	575573	9/5/2024	HWY DEPT		
Subtotal for Department: 00 :					\$1,176.61
Total for Fund: 084 :					\$1,176.61

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	085	CAPITAL PROJECTS UNRE				
		CTRICTED				
Dept:	00	NonDepartmental				
4900	WILLETT HOFMANN & ASSOC INC.			08500005510	DISBURSEMENTS	\$1,795.00
	42663	9/5/2024	PLAT OF SURVEY, MT. CARROLL TOWN SQUARE			
					Subtotal for Department: 00 :	\$1,795.00
					Total for Fund: 085 :	\$1,795.00

Vendor	Account	Account Description	Invoice Amt
Invoice	Inv Date	Invoice Description	

Fund Totals		
Fund	Fund Name	Fund Total
011	GENERAL FUND	\$16,368.24
013	BRIDGE AID FUND	\$11,451.00
014	COUNTY HIGHWAY FUND	\$26,746.61
015	TOWNSHIP MOTOR FUEL	\$245,427.80
016	COUNTY MOTOR FUEL TA	\$73,363.93
026	COMMUNITY MENTAL HE	\$29,397.90
032	PROBATION SERVICE FEE	\$3,943.88
044	GEOGRAPHIC INFO SYSTE	\$647.50
054	COUNTY HEALTH FUND	\$346.55
056	PET POPULATION CONTR	\$872.10
074	TRANSPORTATION GRAN	\$16,310.42
084	CORONA VIRUS RELIEF F	\$1,176.61
085	CAPITAL PROJECTS UNRE	\$1,795.00
Total:		\$427,847.54

[illegible]

Submitted 8/27/24
JTS

Animal Control / pound stats

12 dogs currently

Date	Breed	Color	Gender	Zone	Type	Release
1/2/2024	2 Black mouth curs	Red	M	Savanna/Fidelity Bank	Stray	1/3/2024
12/18/2023	Shepherd mix	Black	F	Savanna/627 Chicago	Stray	1/2/2024
12/29/2023	Wimeriner	Gray	M	US 52/Maple Grove RD	Stray	12/29/2023
1/6/2024	Pit mix	white	M	Pound/return adoption	Stray	1/7/2024
1/10/2024	Great Dane	Harloquin	F	Pound	surrender	1/12/2024
1/10/2024	Border collie mix	Black	M	Savanna/100 3rd st	Stray	1/10/2024
12/26/2023	Border collie mix	Black/white	F	Argo Fay	Stray	1/3/2024
1/6/2024	Pit mix	white	M	adoption return	Stray	1/3/2024
1/23/2024	Huskey	white/gray	M	Pike RD savanna	Stray	3/28/2024
2/5/2024	Shepherd mix	black/tan	M	Oakton RD	Stray	4/23/2024
2/13/2024	Golden Retriever/Lab	black	M	Savanna	surrender	2/14/2024
2/13/2024	Golden Retriever/Lab	Black	F	Savanna	surrender	2/14/2024
2/13/2024	Golden Retriever/Lab	Black	F	Savanna	surrender	2/16/2024
2/13/2024	Golden Retriever/Lab	Cream	M	Savanna	surrender	2/16/2024
2/17/2024	unknown Med Brown	Brown	F	Savanna/Sullivans	Stray	2/19/2024
2/18/2024	Pit mix	Black/white	F	Savanna/Iris St	Stray	2/20/2024
3/7/2024	Doberman Pincher	Black/Tan	M	Milledgeville	Surrender	4/20/2024
3/28/2024	Rott Mix	Black/tan	M	Savanna/Elkay	Stray	3/29/2024
3/28/2024	Chi mix	Tan	F	Savanna/Elkay	Stray	3/29/2024
4/8/2024	Wimeriner	Gray	M	Mt.Carroll/Carsons	surrender	4/9/2024
4/24/2024	Mastiff/pit	Tan/white/	M	Savanna/Doty rd	Stray	4/24/2024
4/24/2024	Boxer/Pit	Tan Brindle	M	Mt.Carroll/Market st	Stray	4/24/2024
5/7/2024	Mini Aussie	Black/Tan	M	Mt.Carroll/Willow St	surrender	6/12/2023
5/7/2024	Great Pyrenees	White/Tan	F	Mt. Carroll/Pound	surrender	5/8/2024
5/8/2024	Huskey	white/gray	F	Mt. Carroll/State St	Stray	5/8/2024
5/9/2024	Pit mix	brown/white	M	Thomson/PD	Stray	6/18/2024
5/9/2024	Pit mix	blk/white	F	Wacker rd Savanna	Stray	5/13/2024
5/10/2024	pyrenees/doberman	black/tan	F	Mt. Carroll	surrender	6/26/2024
5/10/2024	pyrenees/doberman	yellow	F	Mt.carroll	surrender	6/29/2024
5/13/2024	poodle/maltese	white/tan	M	Chicago ave savanna	Stray	5/13/2024
5/20/2024	Shiba Inu	White	M	Gerogetown Rd	Stray	6/14/2024
6/3/2024	Pit mix	black/white	F	Eaton St	Stray	6/10/2024
6/5/2024	Labrador	Black	F	Lester Mt. Carroll	Stray	6/6/2024
6/6/2024	dalmation mix	white/black	M	Rt 78	Stray	6/7/2024
6/6/2024	Pit mix	brown	F	Calumet	Stray	6/7/2024

August 22, 2024

HIGHWAY DEPARTMENT MONTHLY REPORT

September 5th, 2024

YORK TOWNSHIP BRIDGE PETITION FOR AID SECTION 24-14121-00-SM FAIRHAVEN ROAD

1. Agenda Item: Approval of Contract with Willet, Hofmann and Associates to design the piling repairs for Section 24-14121-00-SM Fairhaven Road Bridge at the cost of \$8549.00. This cost will be split evenly between York Township and Carroll County.

York Township has petitioned the County for Bridge Aid to repair 6 piles on the east pier and associated work, which was approved at the last meeting. The total cost of this design contract is \$8549.00 and would be split evenly between the township of York and the county's bridge aid fund. The department recommends approval of the engineering design contract with Willet, Hofmann and Associates.

SECTION 24-00000-00-GM IDEAL ROAD FROM ROUTE 78 TO MORRISON ROAD SHOULDER ROCK

2. Agenda Item: Approval of the contract with Civil Constructors, Inc. to place shoulder rock along Ideal Road from Illinois Route 78 to Morrison Road in the amount of \$49,888.80

This project was budgeted and scheduled to be paid for utilizing MFT funds that were approved at the beginning of the year. The intention is to have this shoulder rock placed in time for harvest traffic to compact prior to snowplows. It is the department's recommendation that this be approved.

SECTION 24-00044-00-SM OGLE ROAD BRIDGE OVER ELKHORN CREEK LANE CLOSURE

3. Agenda Item: Joint Bridge Agreement with Ogle County for Section 24-00044-00-SM

The following document is for the Ogle Road Bridge piling repairs. More information will be presented to the board if I am able to compile all the necessary information prior to the meeting.

TECHNICIAN POSITION TO MAINTAINER POSITION

4. Agenda Item: Approval of union addendum to Teamster Union Contract no longer requiring CDL License to be hired as a maintainer
5. *Agenda Item: Approval to change the currently vacant technician position to an additional maintainer position at the Highway Department and proceed with the necessary steps to fill the position.*

Earlier this year, the Highway Department lost the technician to another job opportunity. Following this, we conducted a thorough evaluation of the work previously performed by this individual. The assessment revealed that approximately 80% of their responsibilities aligned closely with the needs of the Maintenance Department. Given this significant overlap and the critical need for additional support in Maintenance, I believe that converting the vacant technician position into a maintainer role would better serve our department's needs.

I request that the board consider approving this change. The proposed job description for the maintainer position is attached for your review.

MAINTENANCE UPDATE- Maps Included

Seal Coating is complete for the year. In total, we sealed over 18 miles for the county and around 33 miles for the townships. A map is included to show the locations set up at the beginning of the season. Some small changes were made along the way for us and for the townships.

I've also included another map of our county roads with all the Seal Coat Roads highlighted red and Bituminous Roads highlighted green. Along each stretch of road, I also included the Average Daily Traffic count, from IDOT's website. With this information and after talking to our Seal Coat provider, I think it is

in the County's best interest to place bituminous on the edges of Georgetown from Dame to Stone Bridge. I'm still gathering more information regarding the cost and method of placing that asphalt, this includes helpful information from road commissioners.

LORAN CULVERT REPLACEMENT

Loran Road is starting shutdown today, September 5th. This is due to the material being delivered by Welch Brothers. Brightspeed will be working in tandem with Law on the first day of excavation to adjust copper utilities.

SHANNON CULVERT REPLACEMENT LETTING RESULTS

The project will begin September 9th with a road closure required between Straw School Road to Spring Valley Road. I spoke to the road commissioner of Cherry Grove-Shannon. We will be placing a road closed sign at 72 and at Straw School Road on the south side and Spring Valley Road on the north side. The Straw School Road culvert does not have a weight limit, but it is narrow.

IDEAL ROAD RECONSTRUCTION PROJECT FROM NEW BRIDGE TO MORRISON ROAD

A preconstruction meeting with IDOT, and contractor Martin will be held September 11th at the IDOT Dixon Office. I don't foresee culvert work beginning prior to November, but I will have more concrete details at this meeting.

SECTION 22-02-119-00-BR FREMONT BRIDGE OVER ELKHORN CREEK JOINT FUNDING AGREEMENT UPDATE

This form is required by IDOT to receive funding from the Federal and Township Bridge funds, which is administered by the state. This has been approved by the District IDOT Office in Dixon and now needs approval from the IDOT Office in Springfield. After their approval, the county board will approve.

This is for Preliminary (Design) Engineering. The board has previously approved the bridge aid request from Elkhorn Township and the contract with Willet for this amount. The county will be responsible for \$1,800, coming out of our County Bridge Aid fund and Elkhorn Township will be responsible for \$1,800. The department's recommendation is to approve this form for IDOT's records.

Freeport Road resurfacing in Whiteside and Ogle counties began Sept. 3 - IDOT Project



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	
Carroll County	Carroll	22-02119-00-BR	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
LBFP			

Engineering

Right-of-Way

State Job Number	Project Number	State Job Number	Project Number
P-92-088-23	YYFG(982)		
☒ Local Administered Engineering ☐ Right-of-Way ☐ Other			

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Freemont RD	TR 0163	0.01	To	From
			02.50	02.51
Location Termini				
4 MI NE Milledgeville AT Elkhorn Creek				
Current Jurisdiction	Existing Structure Number(s)			
Elkhorn Township	008-4301		<button>Remove</button>	

PROJECT DESCRIPTION

Bridge rehabilitation

Local Public Agency	Section Number	State Job Number	Project Number
Carroll County	22-02119-00-BR		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be developed by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. The project plans and specifications will specify domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and comply with federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

This Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, and any and all license requirements or professional certification provisions.

- 2.1 Compliance with Uniform Grant Rules (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Local Public Agency	Section Number	State Job Number	Project Number
Carroll County	22-02119-00-BR		

- b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
- c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
- d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 **Criminal Convictions.** The LPA certifies that neither it nor any managerial agent of LPA has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.8 **Improper Influence.** The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.9 **Telecom Prohibition.** The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.10 **Personal Conflict of Interest** - The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- a. the employee, officer, board member, or agent;
 - b. any member of his or her immediate family;
 - c. his or her partner; or
 - d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that LPA's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.11 **Organizational Conflict of Interest** - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.
- 2.12 **Accounting System.** The LPA certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally-funded program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are delineated within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31

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Carroll County	22-02119-00-BR		

USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE**'s Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for engineering or right of way work.
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 3.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects

Local Public Agency	Section Number	State Job Number	Project Number
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under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To retain jurisdiction of the completed improvement.
- 5.4 To maintain or cause to be maintained the completed improvement or that portion within its jurisdiction, in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.5 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.6 To regulate parking and traffic in accordance with the approved project report.
- 5.7 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.8 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.9 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To reimburse the **LPA** for federal and/or state funds on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of expenditures by the **LPA**.

SCHEDULES

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

☒	1. Division of Cost
☒	2. Location Map
☒	3. Risk Assessment
☒	4. Attestations
☐	5. Resolution*
☐	
☐	
☐	
☐	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Carroll County	22-02119-00-BR		

AGREEMENT SIGNATURES EXECUTION

The **LPA** agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Joseph Payette

Title of Official

Chairman

Signature

Date

--	--

The above signature certifies the agency's TIN number is

366006536 conducting business as a Governmental Entity.

DUNS Number 029959640

UEI FJJRGJRS8JF3

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

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By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

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Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

--	--

Michael Prater, Chief Counsel

Date

--	--

Vicki Wilson, Chief Fiscal Officer

Date

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

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Carroll County	Carroll	22-02119-00-BR	P-92-088-23	YYFG(982)

DIVISION OF COST

[illegible]

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

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

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Carroll County	22-02119-00-BR	Carroll	P-92-088-23	YYFG(982)

LRS Federal Funds Risk Assessment

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	3
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	2
	Does LPA have qualified technical staff with experience managing federal-aid funded transportation through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	2
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and/or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	1
Audits	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review; 2 points - Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
Have the findings been resolved?		0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk		District Review Signature & Date	Central Office Review Signature & Date
General History of Performance	7	Paul Schlindwein Digitally signed by Paul Schlindwein Date: 2024.08.21 08:06:45 -05'00'	
Financial Controls	1		
Audits	0		
Total	8	Additional Requirements? ☐ Yes ☒ No	

Local Public Agency	Section Number	State Job Number	Project Number
Carroll County	22-02119-00-BR		

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Carroll County LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☒ Yes ☐ No

2. Does the Carroll County LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Carroll County LPA fiscal year?

☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Carroll County LPA performed a single audit for their previous fiscal year?

☒ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

☒ Yes ☐ No

b. For the current fiscal year, does the Carroll County LPA intend to comply with Subpart F of 2 CFR 200?

☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Sara Renkes	County Engineer	Carroll County

Signature & Date

Sara Renkes
Digitally signed by Sara Renkes
Date: 2024.06.21 07:14:09
-05'00'

Instructions for BLR 05310PE Page 1 of 3

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

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Local Public Agency Insert the name of the LPA

County Insert the name of the county in which the LPA is located

Section Number Insert the section without dashes. The dashes are automatically inserted.

Fund Type Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)

ITEP, SRTS, HSIP, Number Insert the ITEP, SRTS, HSIP number assigned to this project

MPO Name From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:

Bi-State	Bi-State Regional Commission
CMAP	Chicago Metropolitan Planning Organization
CUUATS	Champaign/Urbana Urban Area Transportation Study
DATS	Danville Area Transportation Study
DMATS	Dubuque
DSATS	DeKalb/Sycamore Area Transportation Study
DUATS	Decatur Urbanized Area Transportation Study
EWGCG	East-West Gateway Council of Governments
KATS	Kankakee Area Transportation Study
MCRPC	McLean County Regional Planning Commission
PPUATS	Peoria/Pekin Urban Area Transportation Study
RPC	Region 1 Planning Council
SATS	Springfield Area Transportation Study
SEMPO	South East Metropolitan Planning Organization
SIMPO	Southern Illinois Metropolitan Planning Organization
SLATS	State Line Area Transportation Study

MPO Tip Number Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"

Engineering

Job Number Insert the job number assigned for the engineering portion of this project.

Project Number Insert the project number assigned to the engineering portion of the project.

Right-of-Way

Job Number Insert the job number assigned for Right-of-Way for the project, if applicable. The number with begin with an "R".

Project Number Insert the project number assigned to the Right-of-Way for the project, if applicable.

Local Administered Engineering Check this box if the LPA is administering the engineering locally.

Right-of-Way Check this box if Right-of-Way is part of the project

Other Check this box if work is something other than preliminary Engineering or Right-of-Way. In the field following other, insert the type of other work.

Location

Local Street/Road Name Insert the local street/road name

Key Route Insert the key route of the street/road listed above

Length Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01

Station

From Insert the beginning station of the project as it pertains to the key route for this location for this project

To Insert the ending station of the project as it pertains to the key route for this location for this project

Location Termini Insert the beginning and ending termini as it pertains to this location for this project

Existing Structure Number(s) Insert the existing structure number(s) for this project

Use the add location button to add additional locations if needed for up to a total of three locations. If there are more than three locations, use various.

Instructions for BLR 05310PE Page 2 of 3

Project Description

Project Description Insert a description of the work to be accomplished by this project.

For Local Let Projects

Schedules

Within the schedule table, check the box as applicable. Insert the schedule number and a short schedule description / name.

1. Division of Cost - See separate instructions for completing this page.
2. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
3. Risk Assessment - See separate instructions for completing these pages.
4. Attestations - See separate instructions for completing this page.
5. Resolution - The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Schedule 5. (check the box at the bottom of Agreement Signatures page) If BLR 09110 or BR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.

Within the schedule table, check each box as applicable. Items prechecked are required to be attached to this document upon submittal. Additional lines are to be used to list additional items attached to this agreement.

Agreement Signatures Execution

Local Public Agency The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number <https://sam.gov/content/duns-uei>).

Illinois Dept. of Transportation The appropriate IDOT official shall sign and date here.

Division of Cost (Schedule 2) Instructions

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

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

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

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

Example:

Maximum STR participation 80% not to exceed \$100,000

Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

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

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

Type of Work Choose the type of work from the drop-down list. Types to choose from are: Preliminary Engineering, Right-of-Way, Utilities. A blank field is provided for other types of work.

Federal Funds If federal funds are being used on this project complete the following for federal funds.

Fund Type Choose the type of federal fund type from the drop-down.

Amount Insert the amount of federal funds for the type of listed under fund type.

% Insert the percentage of federal funds for this type.

State Funds If state funds are being used on this project complete with following for state funds.

Fund Type Choose the type of state fund type from the drop-down.

Amount Insert the amount of state funds for the type of listed under fund type.

% Insert the percentage of state funds for this type.

Local Public Agency Funds

Fund Type Choose the type of LPA funds from the drop-down

Amount Insert the amount of LPA funds for the type of listed under fund type.

% Insert the percentage of LPA funds for this type.

Explanation Insert any necessary additional information as to how the funding is being applied for this project.

LRS Federal Funds Risk Assessment (Schedule 3) Instructions

Instructions for BLR 05310PE Page 3 of 3

The LPA shall complete the risk assessment to the best of their knowledge.

District staff will review the assessment and make recommendations for risk monitoring based on the results of the assessment. If monitoring is required above normal policy procedures, those requirements shall be itemized in the Additional Requirements box. Appropriate full-time district staff will approve the assessment by signing and dating in the box provided.

Attestation on Single Audit Compliance (Schedule 4) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.

The appropriate local agency official shall certify the attestation by signing and dating in the box provided.

A minimum of two (2) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. If the DocuSign process is used no physical copies are required to be submitted.

Upon execution distribution will be as follows:

LPA

Bureau of Local Roads & Streets

Printing Instructions

For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process.

Orientation:

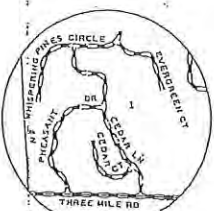
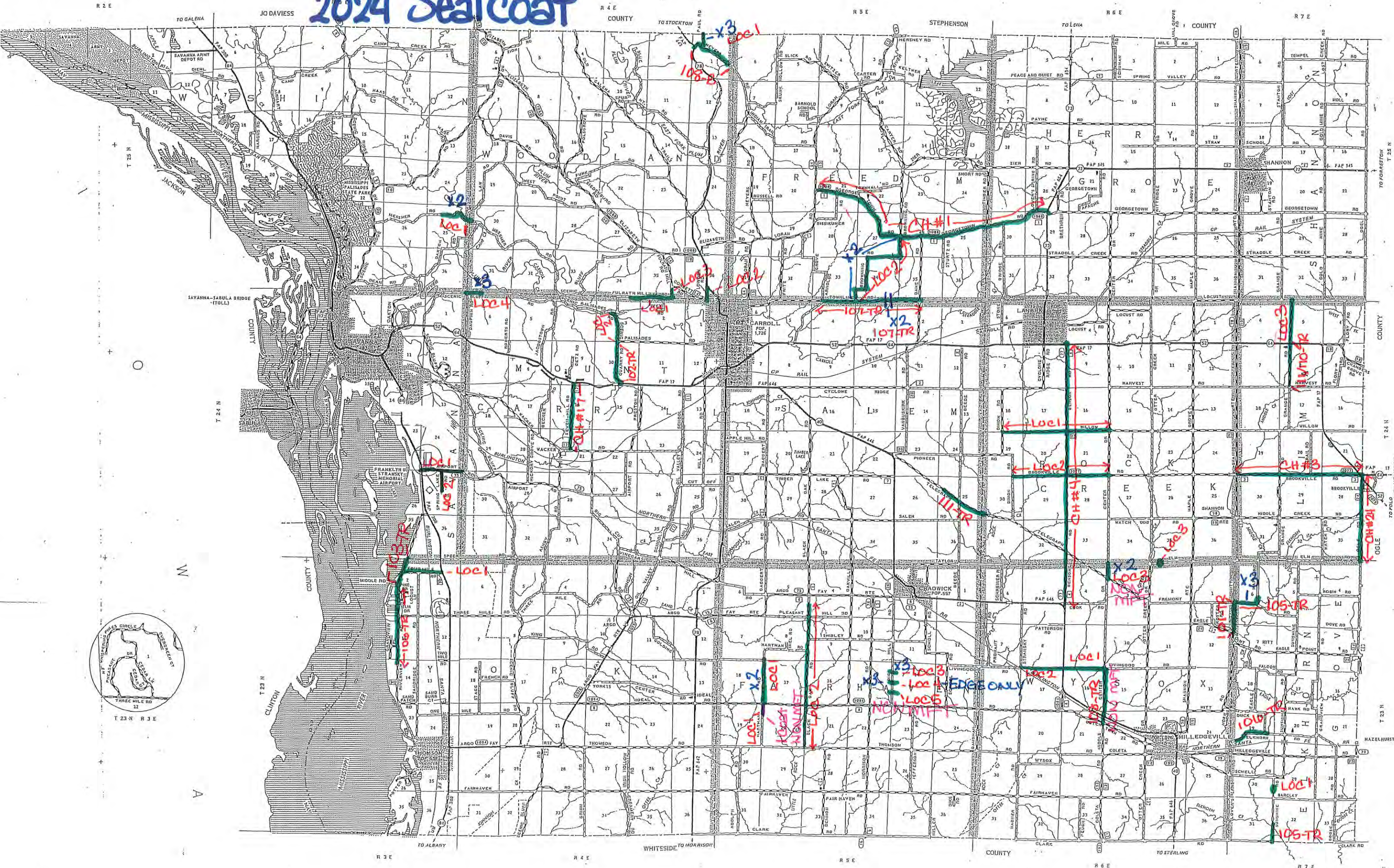
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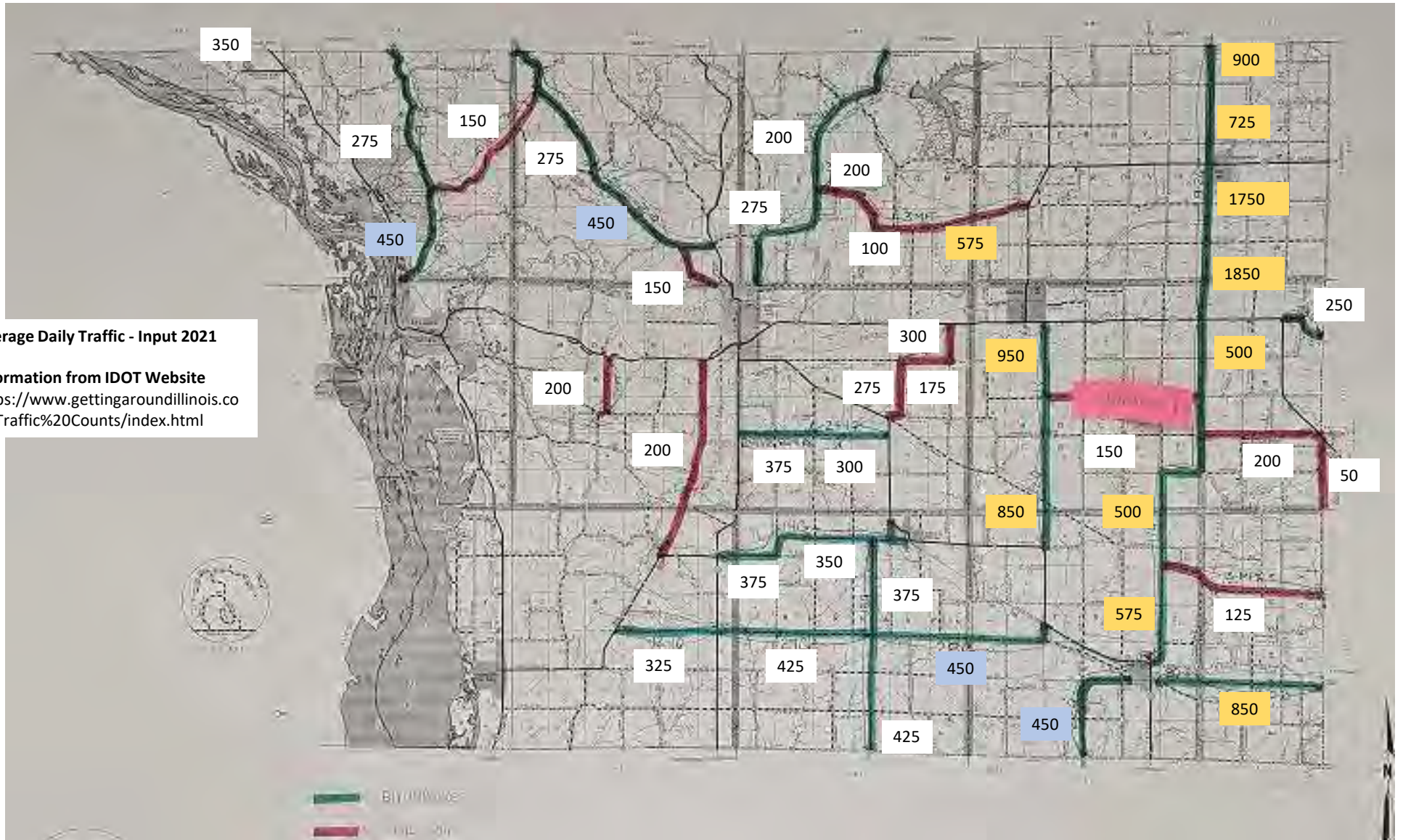
☐ Portrait

☐ Landscape

CARROLL COUNTY
ILLINOIS

2024 Sealcoat





Carroll County Hotel Motel Tax Board Meeting Minutes

August 13, 2024 Unapproved

Revised August 23, 2024

Call to Order @ 1:35 pm

Present: Voting Members, Char Spathies, Maria Krull, Sherry Vidinich, Susan Jacobs, David Schmit

Guest: Amber Mantua, Jaicee Buckner, Mandy Dewitt, Lydia Hutchcraft

No additions to the Agenda

April 2024 Minutes: Sherry moved to approve, Susan 2nd, passed

Treasurer's report submitted by Lydia, balance as of July 31, 2024 balance is \$80,095.2 Char moved to approve, Sherry 2nd, approved

Report submitted regarding Mt. Carroll business district tax. Conclusion: it does not affect County tax, which will resume being collected.

Approved Licenses: per Jaicee working on updates to website, and refining permit process.

Social Media Report: presented by Amber, Discussion Timberlake free tickets. Will offer to each lodging business. Ok to reimburse Amber \$40.00 for fair tickets, requested to be put on an expense report by board. Propose all board members able to go, go to Timberlake Gala. Board would pay, guests would pay their own way.

Old Business:

Content Creator visit, family of five enjoyed their stay and activities.

New Business:

Invoice for Modern One, three months \$180.00, Susan motioned to approve, David 2nd, passed

Thomson Harvest Days Sept 13-15, David motioned to donate \$250.00, Sherry 2nd, passed

Visit NW Ill Annual Dinner is Sept 19, 2024 in Dixon, discussion on Paying for board members to attend, decided to reimburse board member if they submit a receipt.

Booth, discuss having our own booth that we can use at multiple venues, also volunteer shirts, also swag. Tabled

Susan motioned to adjourn: 3:05 pm, Char 2nd passed

Susan moved to start Executive session, Sherry 2nd passed

Next meeting will be September 10, 2024 1:30 pm in the Carroll County Courthouse

*In executive session the Board approved to give McDaniels a contract for a new website.

Respectfully submitted by,
Char Spathies - Secretary



Economic Development
NWILED Board of Directors

Minutes of Wednesday, April 10, 2024

Hybrid meeting held in person at the NWILED office and via Zoom

1) Call to Order 4:32 pm- Jahnke

2) Roll Call – Jahnke

Amy Baker- Present, Tiffany Brandt- Present, Mike Casper- Absent, Diane Gallagher- Present, William Jahnke- Present, Caleb Kraft- Absent, Chris Kuberski- Present, Joe Mattingley- Absent, Amiee Schoenhaar- Present, Ron Smith- Present, Marisa Kappes- Present, Susan Jacobs- Present

3) Approval of Minutes -Jahnke

- a) Approval of the minutes of the February 22, 2024, Annual Meeting (attached)

Motion made by: Jacobs

Seconded by: Gallagher

Outcome: Passed

4) Board Chair Comments – Jahnke

- a) Genz Fund applications update
 - i. 2 applications- Amy May Photography and Dittmer Bee Keeping- Executive Committee will schedule a meeting as we also received a new one from Lola's Deli. Tiffany and Bill will also schedule a meeting with Amy May Photography. Bill will also be stopping by the SBDC regarding financial coaching.
- b) Illinois House Bill 5345- Modifies minimum wage for restaurants bringing all servers up to full minimum wage.

5) Guest Speaker – Schmit / Baranski

- a) Beth Baranski with Baranski Hammer Moretta Sheehy Architects and Planners, a NWILED Member, will present an economic impact project overview of The Parker resort development proposed in Galena. (presentation attached)

6) Financial Report - Schoenhaar / Schmit

- a) March 2024 Balance Sheet (attached)
- b) March 2024 Budget vs. Actual (attached)

Motion to approve financials made by: Smith

Seconded by: Jacobs

Outcome: Passed

- c) Elizabeth Business Hub continued support request for 2024 of \$1,000.00.

Motion to continue to support Elizabeth Business Hub for 2024 made by: Jahnke

Seconded by: Jacobs
Amiee Schoenhaar and Chris Kuberski- Abstained
Outcome: Unsuccessful

7) Unfinished Business

- a) Build It Grow It program update – Schmit / Kuberski
 - i. Currently halfway through the program, overall successful with 44 participants (17 in Savanna and 27 in Galena).
 - ii. Highland Community College Business Institute contract # 11624 in the amount of \$10,400 will be invoiced in June post program completion.
- b) C-PACE update – Schmit
 - i. Proposed Carroll County enablement- Looking to meet with new administrator once they are established mid to late summer.
- c) Workforce Housing initiative wrap up – Schmit
 - i. Regional marketing card (attached)- sent to builders and developers 168 in total
- d) Proposed Illinois Bank & Trust small business retirement plan program – Mattingley
 - i. Community Reinvestment Act Compliance- Tabled

8) New Business

- a) Nomination of Gavin Doyle of Illinois Bank and Trust, a division of HTLF Bank, for a three-year term – Jahnke
 - Motion to nominate Gavin for a three-year term: Jahnke
 - Seconded by: Smith
 - Outcome: Passed
- b) Entrepreneurial scholarship results – Schmit / review committee
 - i. First place award of \$2,000 – Abby Ehler of Galena High
 - ii. Runner Up award of \$1,500 – Evelyn Walters of River Ridge High
 - iii. Runner Up award of \$1,500 – Jack Ries of Galena High
 - iv. Unofficial scholarship review committee combined scoresheet (attached)
- c) Website redesign quote for \$5,960 from L.E.T. Group and related Website Service Agreement (attached) – Schmit
 - i. David and Bill will do a Zoom meeting to confirm some details of the contract prior to us voting. -Tabled
- d) Creation of a new NWILED Main Street Revitalization microgrant program with \$10,000 of NWILED funds. Awards from this rural downtown support program would not exceed \$500. A review committee would need to be established and an application would have to be written and then approved by the full NWILED Board.
 - i. David is going to keep pulling things together and look at adding in a few partners if possible- Tabled
- e) Placer AI quote for \$25,000.00 (attached)
 - Motion to approve Placer AI quote of \$25,000 for a 12 month term-Jahnke
 - Second- Smith
 - Outcome- Unsuccessful



- f) Conversation on partnering with Jo Daviess County Transit on an initiative to better connect major employer clusters with scheduled bussing, and the establishment of park-and-ride lots.
- g) Conversation on moving our Carroll County satellite office from the Carroll County Courthouse to the Davis Community Center.
- h) Conversation on rescheduling or canceling the June 12, 2024, NWILED Board meeting.
 - i. David Schmit will be on vacation.
Motion to cancel June 12th 2024 Meeting- Gallagher
Second- Jacobs
Outcome-Passed
 - i) Conversation on returning to Timmerman's Supper Club for NWILED's 2025 Annual Meeting in February- Schmit
- 9) Adjourn 6:16 pm
 - Motion to adjourn-Jacobs
 - Second- Schoenhaar
 - Outcome-Passed

The next hybrid board meeting is scheduled for June 12, 2024, at 4:30 PM @ NWILED office in Hanover, IL or via Zoom.

FYI – Zoom Link:

Join Zoom Meeting Details

<https://us02web.zoom.us/j/9826361763?pwd=emFDS0V1emNPcFpMcjBURFlqSFwZz09>

Meeting ID: 982 636 1763

Passcode: 090rEB

One tap mobile

+13126266799,,9826361763#,,,,,0#,,406990# US (Chicago)

+19292056099,,9826361763#,,,,,0#,,406990# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 982 636 1763

Passcode: 406990

Find your local number: <https://us02web.zoom.us/j/kcSW0zdVFf>

**Tri-County Opportunities Council
Board of Directors Meeting
August 22, 2024**

Chair Harmon called the meeting to order at 6:00 p.m.

The membership recited the Pledge of Allegiance.

Ms. Jacobs, Board Secretary, took roll call. A quorum was present.

Members Present: (In-person participants are bolded)

Sue Britt, Kim Dahl, **Stephanie Foes**, Lynnae Garrett, **Al Harmon**, **Marcia Heuer**, **John Hockstadt**, **Tom Howes**, **Julie Jacobs**, **Betty Johnson**, **Lisa Johnson**, Betsy Kinder, **Ron Kleppin**, **Kenneth Krogulski**, Michael McEmery, Inga Neuner, Linda Pennell, Ronald Preston, Juanita Randklev, Becky Rich, **David Torres**, **Marissa Trumper**, **Jeanne Vargas**, and **Derek Whited**.

Members Absent:

Reed Akre, Charlotte Balensiefen, Susan Bursztynsky, Robin Camplain, Mary Cork, Bernene Dahl, David Ditzler, BJ Holocker, Kristy Jones, Brad Lindstrom, Sonjia Martin, Ginny McPerryman, Denise Russell, and Laura Watters.

Others Present:

Rachael DeSpain, Dawn Kanzler, Brandi Newell, Tammy Saenz, and Neddie Watts.

Minutes:

The July 23, 2024, Board minutes were previously sent to all members for review. Mr. Hockstadt made a motion to approve the minutes, which Ms. Lisa Johnson seconded. A roll call vote was called, and the motion carried. Mr. Howes abstained.

Financial Report:

The June 2024 Financial Reports were provided to the membership for review prior to tonight's meeting. Mr. Kleppin made a motion to accept the June 2024 Financial Reports and file them for audit. Ms. Jacobs seconded the motion. A roll call vote was called, and the motion carried.

Special Guest: Roger Pavey, IACAA President/CEO, shared information with the membership on the Low-Income Discount Rates (LIDR) that will come into effect on October 1 for Illinois residents.

Fiscal Report: Dawn Kanzler

Ms. Kanzler reported that the ending book balance for July was (\$91,014.94). A balance of \$599,333 was owed on the line of credit to Sauk Valley Bank as of July 31, 2024. She explained that money is flowing slowly from the state because of their year-end rollover process and a glitch with the Grantee Reporting System (GRS) for some grants. She expects the cash will flow again in September.

The cyber policy was renewed with BCS, effective September 1, 2024. The annual premium increased by \$84 to \$7,206.

Program Reports:

Community Services Block Grant (CSBG): Neddie Watts and Jaime Vos

Ms. Watts reported that on August 6, she mailed out a copy of the Community Action Plan (CAP) and Community Needs Assessment (CNA) for the Board to review. Discussion followed. She requested Board action to accept and submit the 2025 Community Action Plan and Community Needs Assessment to the Department of Commerce and Economic Opportunity. Ms. Vargas made a motion to accept and submit the 2025 Community Action Plan and Community Needs Assessment to the Department of Commerce and Economic Opportunity. Mr. Kleppin seconded the motion. A vote was called, and the motion carried.

Additionally, she stated that a copy of the 2025 CSBG Work Programs was included in tonight's Board packets. She apologized for not changing 2024 to 2025 at the top right-hand corner before printing them. She informed them that these programs will begin January 1, 2025, if approved by the State. All programs were continued from the previous year, revised, or new based on the Community Needs Assessment. She reviewed the two new programs: Water/Sewer Payment Assistance Program and Community Resource Rally.

The Office of Community Assistance (OCA) will conduct Comprehensive Monitoring of the 2024 CSBG Community Services Block Grant program from September 24 to 26, 2024. This review aims to ensure that your agency is operating effectively and in compliance with the applicable statutes, regulations, and policies. The Program Specialist, Jessica Becker, will also attend the Board Meeting in Sterling on September 24.

Foster Grandparents: Brandi Newell

Ms. Newell and her Assistant Coordinator, Jeffrey Newcomer, traveled to Baltimore from July 29 to August 1 to attend the AmeriCorps Seniors Convening. The convening was sold out, with 1,300 attendees. AmeriCorps Seniors staff, peers, and partners shared meaningful information in break-out sessions designed to educate attendees and enhance programs funded by AmeriCorps Seniors.

Soon after their return from Baltimore, eight new volunteers attended orientation. Following four days of training, the program held a back-to-school in-service for all volunteers.

All of their returning volunteers have been placed in classrooms for the new school year. Some will begin after Labor Day, but the majority are already serving. Four of their eight new volunteers have also been placed in classrooms. They currently have 49 volunteers serving and continue to seek opportunities for the remaining four.

Early Head Start/Head Start Program: Rachael DeSpain

Ms. DeSpain shared that August is an exciting month. During the first two weeks, the program welcomed part-year staff back, acknowledged full-year staff's summer efforts, and brought everyone together for professional learning opportunities. Staff received a balance of training and showed great enthusiasm for the upcoming year. The program is still searching for passionate individuals who want to work and grow in early childhood education. While significant gains in hiring have occurred, they remain understaffed.

The program focuses on locating, interviewing, and hiring staff for the second Streator Early Head Start Center-based classroom. Once staffed, a timeline to open and provide in-person services will be developed and quickly executed. The Spring Valley Head Start classroom will be moving to a new location. They are thrilled about entering the school district's elementary building, having a more child-focused space, working with new landlords, and collaborating with school district employees to highlight their work further and support our shared students and their families.

The Office of Head Start has begun issuing letters outlining the results of the full enrollment initiative, which saw over 75% of Head Start programs throughout the nation enroll following the pandemic. Programs are getting notified of forced enrollment reduction directives and funds that will be recaptured. There are opportunities to challenge the Office of Head Start's decision, and the program will consider such if necessary. As of August 15, 2024, the program has received no notification. (Our program's full enrollment initiative ended in February of this year)

Emphasis on locating, attending, and bringing awareness to Agency services during community events remains a top priority. Members were encouraged to offer any information regarding upcoming community events in their area.

Final Rule: The newly revised Head Start Performance Standards went into law today. She will provide a handout that outlines the changes and their potential impacts on the program. No additional funding will be issued at this time.

In tonight's handouts, Ms. DeSpain provided copies of the 2023-2024 Self-Assessment/Program Goal Document, an enrollment status report, the register of vacant positions, and an updated non-federal Board report. Members were asked to encourage interested candidates to visit the Agency website at www.tcochelps.org or call 1-800-323-5434. In conclusion, Ms. DeSpain reminded Board members to fill out the In-Kind/Volunteer sheet for any time spent reading over materials previously handed out.

Low Income Home Energy Assistance Program (LIHEAP): Tammy Saenz

Ms. Saenz shared that the LIHEAP program ended on August 15, but they can continue to accept missing documentation for incomplete applications until the 23rd of August. As they wrap up one program year, they are also preparing for the new program year, which will begin on October 1. October is a priority

period for older adults (60 and older), disabled individuals (receiving disability benefits from Social Security), families with children five or younger, and imminent and disconnected households.

Staff remains busy with PIPP re- certifications, organizing and filing applications, doing inventory for the intake sites, and ordering necessary supplies.

Current programs that are continued include the Neighbor to Neighbor program (customers must have Jo-Carroll utilities) and the Nicor Aide Program, which allows up to a \$250.00 payment to Nicor. The customer must have a past-due balance. If the customer is disconnected from Nicor, the payment must be enough to reconnect, or the customer must pay the difference before they can receive the \$250.00.

Weatherization/Housing Program: Wayne Thompson's report was given by Ms. Kanzler

Mr. Thompson has been in Springfield and Champaign the last two days attending utility company meetings and testing at the Training Center. Next week, he and Ms. Vos will attend the National Community Action Partnership's Annual Convention in Seattle, WA.

Mr. Thompson stated that the 2024 Weatherization Programs HHS (Health & Human Services) & State funding portions will be winding down with a September 30 end date. They have all those carryover funds already allocated to jobs. The DOE portion was complete as of June 30, and the Weatherization and Fiscal Department completed the closeout process for the DOE grant and submitted it to DCEO (Dept of Commerce & Economic Opportunity) prior to the August 14 deadline.

The Weatherization Department has received the approved HHS, State, and DOE grants for 2025, so there will be a seamless budget transition.

They continue to work on the rental units at the Victor Meadows Senior Living Apartments in Princeton, and two more buildings have been completed. As with the other units, the residents received new furnaces, central air conditioners, water heaters, refrigerators, LED lighting, R-60 attic insulation, low-flow shower and sink aerators, etc. These items are all Energy Star-rated and, in most cases, well above the efficiencies required to be Energy Star-rated items. These customers will no doubt also see substantial savings on energy bills as well as increased comfort.

They continue working on setting up the new Weatherization system (IWX) for Weatherization applications, assessments, and work orders. There have been a few setbacks, but they are finally getting past most of the system's bugs and are now entering applications and beginning to create work orders.

President/CEO's Report: Jill Calkins' report was given by Ms. Kanzler

Ms. Calkins reported that the only current Board vacancy is for Whiteside County, Category C. If members know of someone who may be interested, they can either have them contact her directly or provide her with their contact information.

She asks that members complete the annual self-evaluation by August 30. The link to the online survey was provided in tonight's handouts and emailed to members who provided their email addresses. If members desire a printed copy, they should let her know, and she will provide them with a copy along with a self-addressed stamped envelope. After August 30, she will compile the results and provide them to the Planning/Evaluation Committee for further discussion and consideration.

She reminded the membership that this is an important process in ensuring that the Board is fulfilling its duties and responsibilities and that appropriate processes are in place to ensure that the Board is giving due diligence to planning and oversight over the organization. Essentially, no one directly oversees the board, so it's vital that they take an annual objective look at themselves as individual directors and how they function as a group. It is a bit lengthy, but each section is essential. If unsure about a question, just mark "Don't know." She thanked the nine members who had already completed the survey.

Old Business:

There was no old business at this time.

New Business:

There was no old business at this time.

Next Meeting:

The next Board meeting is scheduled for Tuesday, September 24, 2024, at the Wesley United Methodist Church, 2200 16th Avenue, Sterling, IL., at 6:00 p.m.

The meeting adjourned at 7:14 p.m.

CARROLL COUNTY SENIOR SERVICES
P.O. BOX 89
17612 E. Benton Street
MOUNT CARROLL, IL 61053
815-244-1800
FAX: 312-278-0142

July 22, 2024

**Bob Jachnicki, County Administrator
Carroll County Courthouse
P.O. Box 152
Mt. Carroll, 61053**

Dear Mr. Jachnicki,

The Carroll County Senior Center would like to request \$122,000 from the County for FY 24/25 to help us meet our budget.

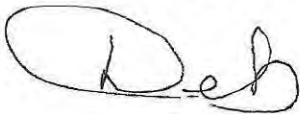
\$36,500 for Carroll County Transit Contract.

\$79,000 Wages for CCSSO Employees.

\$6,500 for Office Supplies and Utilities.

Thank you in advance for your cooperation for this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Deb", with a large, loopy initial "D" and a trailing flourish.

Deb Connor, Executive Director

University of Illinois Extension FY 25--Proposed--75% State Match--Population Based								
				Carroll--15%	Lee--32%	Whiteside--53%	Campus	Total
Beginning Balance				\$ 76,227.12	\$ 598,919.08	\$ 851,006.77		\$ 1,526,152.97
								\$ -
Revenues:				Levy-\$75,000	Levy-\$90,000	Levy \$125,000		\$ -
Local Matchable Revenue Sources				\$ 75,365.00	\$ 98,439.00	\$ 131,246.00		\$ 305,050.00
Estimated State Match		75%		\$ 56,523.00	\$ 73,829.00	\$ 98,434.50		\$ 228,786.50
Estimated Non-Matchable 4-H Premium				\$ 5,000.00	\$ 10,000.00	\$ 8,000.00		\$ 23,000.00
Estimated Non-Matchable Judges Fees				\$ 800.00	\$ 800.00	\$ 800.00		\$ 2,400.00
Additional Smith Lever Allocation							\$ 50,000.00	\$ 50,000.00
Other salary income sources							\$ 287,348.00	\$ 287,348.00
Total Revenues				\$ 137,688.00	\$ 183,068.00	\$ 238,480.50	\$ 337,348.00	\$ 896,584.50
Expenses								
Non-Personnel Expenses:								
Supplies & Printing				\$ (11,000.00)	\$ (17,000.00)	\$ (23,000.00)		\$ (51,000.00)
Mileage				\$ (4,000.00)	\$ (6,000.00)	\$ (6,000.00)		\$ (16,000.00)
Travel (hotel, per diem, etc)				\$ (2,100.00)	\$ (4,000.00)	\$ (4,000.00)		\$ (10,100.00)
General Services--copiers, insurance,				\$ (4,500.00)	\$ (5,700.00)	\$ (15,500.00)		\$ (25,700.00)
Office Rental					\$ (26,000.00)		\$ (51,000.00)	\$ (77,000.00)
Utilities				\$ (880.00)		\$ (8,500.00)		\$ (9,380.00)
IT & Communications (phone, internet)				\$ (2,000.00)	\$ (4,300.00)	\$ (6,600.00)		\$ (12,900.00)
ADA Accommodations				\$ (1,500.00)	\$ (1,500.00)	\$ (1,500.00)		\$ (4,500.00)
Non-Employee Payments (honoraria)				\$ (1,000.00)	\$ (800.00)	\$ (1,000.00)		\$ (2,800.00)
Capital Office Equipment								
Awards--t-shirts, showmanship, etc				\$ (1,500.00)	\$ (1,500.00)	\$ (1,500.00)		\$ (4,500.00)
4-H Premiums				\$ 5,000.00	\$ 10,000.00	\$ 8,000.00		\$ 23,000.00
Separation Pool Charge:				\$ (2,029.00)	\$ (4,328.00)	\$ (7,168.00)		\$ (13,525.00)
Total Non-Personnel Expenses				\$ (25,509.00)	\$ (61,128.00)	\$ (66,768.00)	\$ (51,000.00)	\$ (204,405.00)
Personnel Expenses:							SNAP	
Total Academic Staff (Educators/CD)			4.90	\$ (43,230.00)	\$ (92,223.00)	\$ (152,743.00)	\$ (106,378.00)	\$ (394,574.00)
Total Secretaries			2.00	\$ (10,894.00)	\$ (23,240.00)	\$ (38,492.00)	\$ (14,271.00)	\$ (86,897.00)
Total Program Coordinators			9.00	\$ (55,101.00)	\$ (115,727.00)	\$ (134,284.00)	\$ (113,499.00)	\$ (418,611.00)
Total Other Positions				\$ (1,545.00)	\$ (3,605.00)	\$ (5,459.00)	\$ -	\$ (10,609.00)
Total Personnel Expenses				\$ (110,770.00)	\$ (234,795.00)	\$ (330,978.00)	\$ (234,148.00)	\$ (910,691.00)
Total Non-Personnel Expenses				\$ (25,509.00)	\$ (61,128.00)	\$ (66,768.00)	\$ (51,000.00)	\$ (204,405.00)
Total Expenses				\$ (136,279.00)	\$ (295,923.00)	\$ (397,746.00)	\$ (285,148.00)	\$ (1,115,096.00)
Total Income				\$ 137,688.00	\$ 183,068.00	\$ 238,480.50	\$ 337,348.00	\$ 896,584.50
Net Income/Loss				\$ 1,409.00	\$ (112,855.00)	\$ (159,265.50)	\$ 52,200.00	\$ (218,511.50)
FY24 Ending balance				\$ 1,409.00	\$ (112,855.00)	\$ (159,265.50)		\$ (270,711.50)

Educating, Engaging, Empowering:

Illinois Extension's Commitment to
Carroll County



Illinois Extension

UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN





Illinois Extension

UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN

Our mission is to align research to needs and translate research into action plans that allow Carroll County families, businesses, and community leaders to solve problems, make informed decisions, and adapt to changes and opportunities.

Illinois Extension Priority Issues: Carroll County

Chronic Disease
Prevention and
Management

Social Emotional
Health

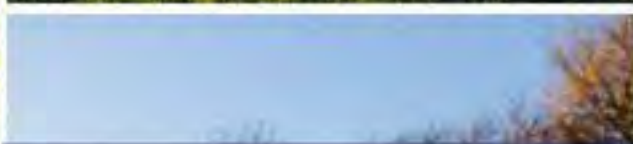
Food Access

Thriving Youth

Workforce
Preparedness and
Advancement



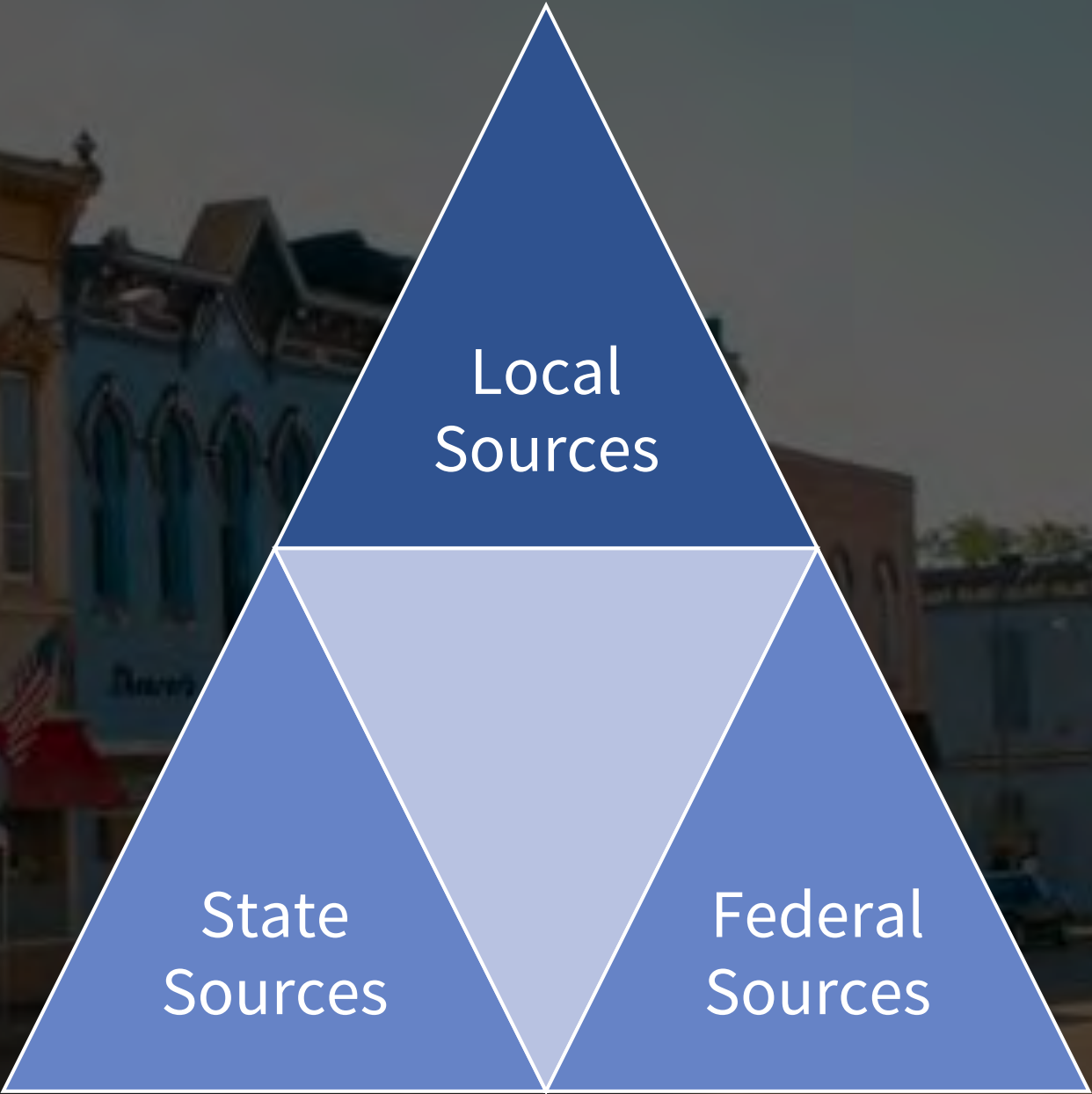
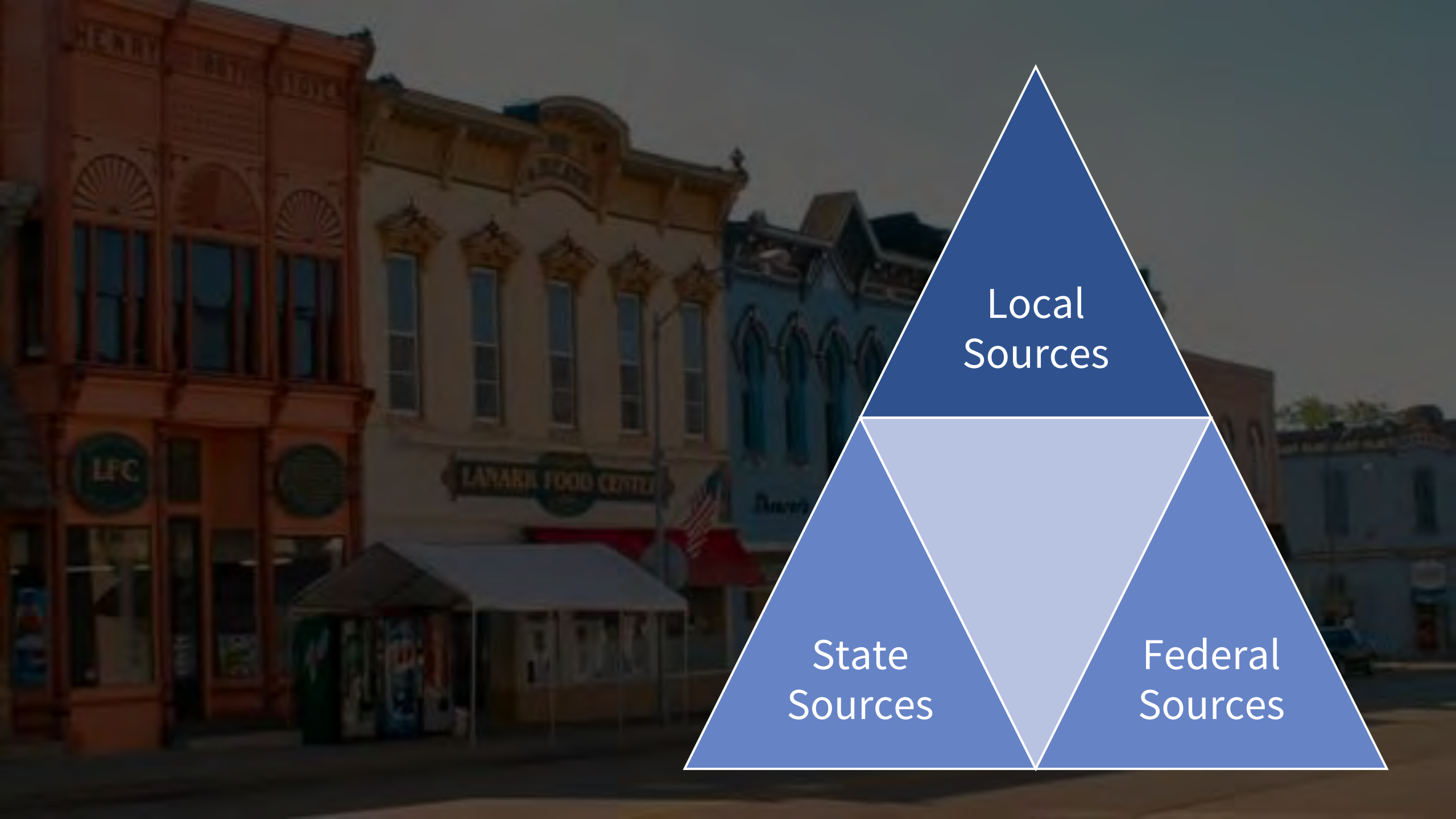
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Illinois Extension

UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN





A Good Investment

According to an economic impact study conducted for Illinois Extension, each dollar invested in Extension programs and services generates nearly ten dollars in return.

A photograph of a historic town street with colorful buildings, parked cars, and a sign for 'Ice Cream'. The image is dimmed to serve as a background for the text.

Extension Programming Highlights

Carroll County
Housing Authority

Carroll County Soil
and Water
Conservation
District

Chadwick Library

City of Lanark

City of Mount
Carroll

City of Savanna

Eastland School
District

First United
Methodist Church
of Savanna

Johnson's
Processing

Lanark Community
Gardens

Lanark Farmer's
Market

Lanark Library

Little Sprouts
Daycare and
Preschool

Milledgeville
Library

Milledgeville
Veterinarian Clinic

Mount Carroll
Library

Ogle/Carroll Ag in
the Classroom

Savanna Library

Savanna Park
District

Sinnissippi Centers

Thomson Library

Tri-County
Opportunities
Council

Vita Plus

WCCI

West Carroll School
District



Illinois Extension

UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN

Empowering individuals, enriching lives:
Illinois Extension cultivates growth, knowledge,
and opportunity across Carroll County.



Karla Belzer

County Director

815.632.3611 – kbelzer@illinois.edu

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Illinois Extension

UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN



July 30, 2024

Mr. Joseph Payette, Board Chair
Carroll County
PO Box 152
Mount Carroll, IL 61053

Dear Mr. Payette:

Blackhawk Hills Regional Council (BHRC) uses our combined counties' yearly contribution to partially match an annual \$70,000 Economic Development Administration (EDA) Partnership Planning grant, maintain the [Comprehensive Economic Development Strategy \(CEDS\) for Northwest Illinois](#), and support various planning and plan implementation efforts throughout our six-county planning area.

In June 2024, BHRC was the recipient of a major gift from the Illinois Fiber Resources Group, NFP. Given this development, we have updated our per capita rate and eliminated the base rate. Over the next six months, we will also work to expand the depth and type of services we can offer our various constituencies (such as grant writing and administration, planning, and technical assistance). At present, we request the following adjusted appropriations for the upcoming county fiscal year. Your support helps Northwest Illinois communities remain eligible for EDA grants and more competitive in other funding and technical assistance applications.

County	2020 Population		Per Capita Rate		Total
Carroll	15,702	*	\$0.10	=	\$1,570.20
Jo Daviess	22,035	*	\$0.10	=	\$2,203.50
Lee	34,145	*	\$0.10	=	\$3,414.50
Ogle	51,788	*	\$0.10	=	\$5,178.80
Stephenson	44,630	*	\$0.10	=	\$4,463.00
Whiteside	55,691	*	\$0.10	=	\$5,569.10
TOTAL REGIONAL CONTRIBUTION/MATCH:					\$22,399.10

To make your contribution, please send a check payable to Blackhawk Hills RC&D by February 1, 2025, in the amount of \$1,570.20. If you have any questions, please contact Daniel Payette, Executive Director, at 815-625-3854. Thank you for your support and investment in community and economic development, natural resources conservation, and local and regional planning in the six counties.

Sincerely,

Edward Juracek, President
Blackhawk Hills Regional Council

Cc: Julie Bickelhaupt, BHRC Rep.
Robert Jachnicki, Administrator

Annual Report

Carroll County Board | Carroll County Courthouse | September 5, 2024



Agenda

- Understanding the Region
- Completed/Ongoing Projects
- Data Tools

Understanding the Region

2010-2020 Community Population Change

County	Community	2010	2020	Change	Percent Change
Carroll	Chadwick	551	481	-70	-12.7%
	Lanark	1,457	1,504	47	3.2%
	Milledgeville	1,032	1,026	-6	-0.6%
	Mount Carroll	1,717	1,479	-238	-13.9%
	Savanna	3,062	2,783	-279	-9.1%
	Shannon	757	801	44	5.8%
	Thomson	590	1,610	1,020	172.9%

Understanding the Region

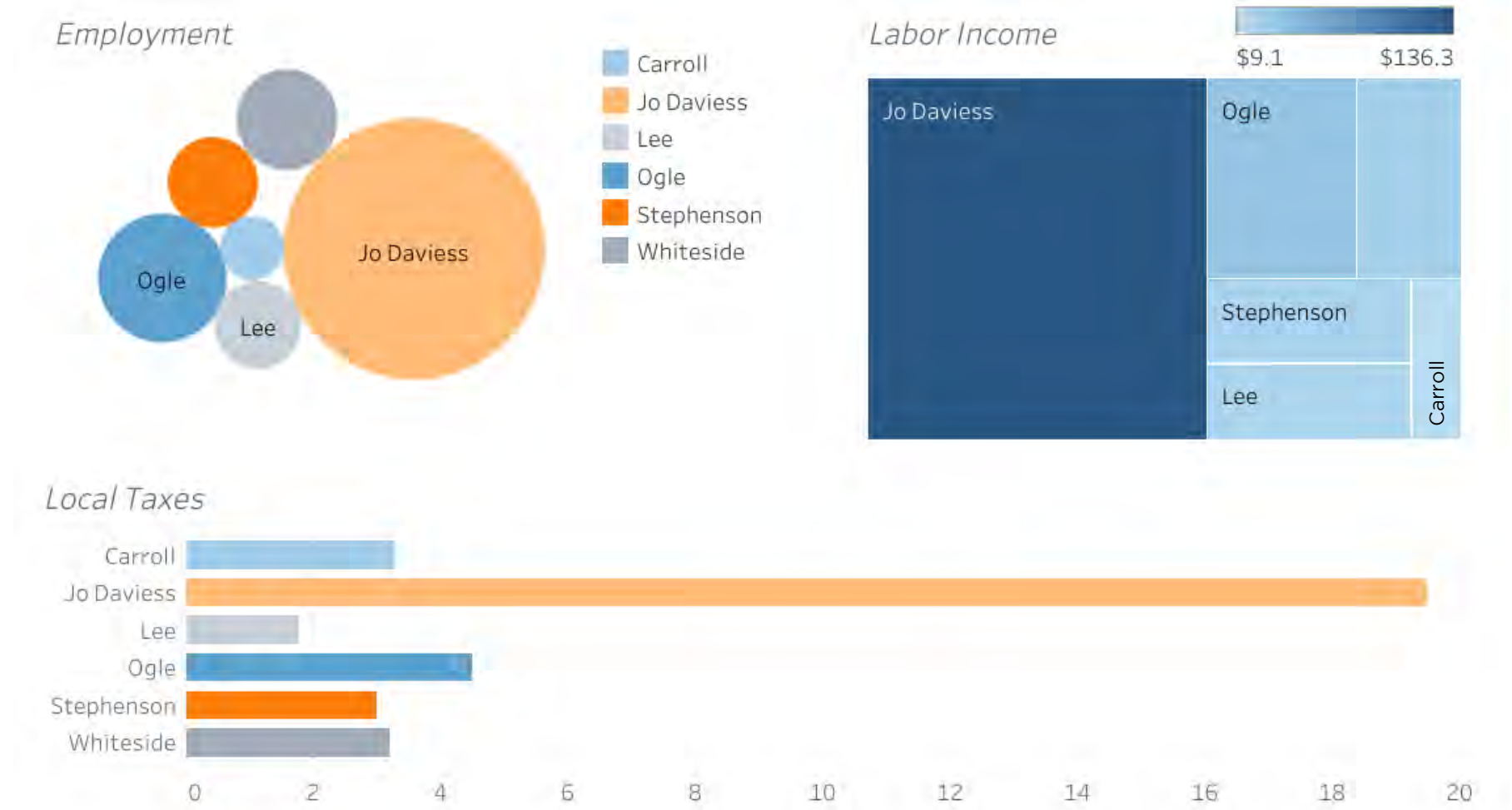
2022 Workforce Participation

	Civilian labor force			Not in labor force
	All	Employed	Unemployed	All
Carroll	54.2%	51.5%	2.7%	45.7%
Jo Daviess	60.9%	59.2%	1.7%	39.1%
Lee	56.0%	54.1%	1.9%	44.0%
Ogle	63.6%	59.8%	3.8%	36.4%
Stephenson	58.9%	55.8%	3.1%	40.7%
Whiteside	62.0%	59.2%	2.7%	38.0%
Illinois	65.0%	61.1%	3.9%	34.8%
United States	63.0%	59.6%	3.4%	36.5%

Understanding the Region

2022 Tourism Impacts

Dollars in millions



Understanding the Region

2022
NAICS
Supersectors



US Bureau of Labor Statistics, 2022 Quarterly Census of Employment and Wages

Understanding the Region

- Income/unemployment
 - 4 of 6 Census tracts in Carroll County now meet the eligibility threshold for EDA assistance
- Regional planning needs
 - Updated community plans (general and specific)
 - Investments in project readiness
 - Environmental assessments
 - Preliminary engineering

Completed/Ongoing Projects

- Current initiatives
 - Walkability Assessments – ongoing
 - Trail Imaging – ongoing
 - [Capital Improvement Planning](#) – round 1 completed
 - Comprehensive Economic Development Strategy (CEDS) update – ongoing
 - Water Resources Planning – ongoing
- Support role
 - Great River Trail Extension Feasibility Study – ongoing
 - Safety Action Plan – ongoing
- Future projects

Data Tools

<https://data.blackhawkhills.com>

<https://mapping.blackhawkhills.com>

www.blackhawkhills.com/grants

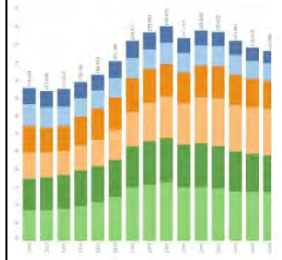
CEDS for NWIL

Comprehensive Economic Development Strategy for Northwest Illinois

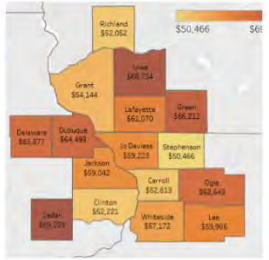
2019-2024 Plan (created in 2019, includes 2022 update)

The CEDS is the over-arching community and economic development plan for the counties of Northwest Illinois. This CEDS is developed using the guidelines of the Economic Development Administration (EDA), an agency of the US Department of Commerce. The process involves various participants, including the CEDS Committee for Northwest Illinois, Blackhawk Hills Regional Council (BHRC) staff and board, and the public.

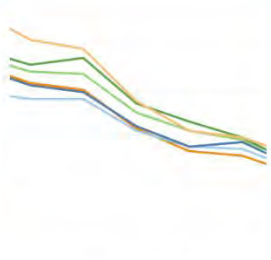
Planning Process	Data & Research	SWOT Analysis	Resiliency
Action Plan	Measuring Progress	Appendices	Glossary



Learn about the region's population



See tri-state comparisons



Understand trends



Explore quality of life issues

Contact

daniel.payette@blackhawkhills.com



Combined Balance Sheet

Carroll County

Selection Criteria: Fund: 077 - VETERANS ASSISTANCE COMMISSIONFiscal Year: 2024To Fiscal Period: 10Month 9

From Account 0To Account 9999999999Include Zero Activity Accounts: ☐

077 - VETERANS ASSISTANCE COMMISSION

Asset Accounts

077-00-00-0001 - Cash Account	\$366.60
077-00-00-0160 - PROPERTY TAX RECEIVABLE	\$85,000.00
Asset Total:	\$85,366.60

Liability and Fund Balance Accounts

077-00-00-2000 - Accounts Payable	\$30,000.00
077-00-00-2205 - DEFERRED PROPERTY TAXES	\$85,000.00
Liability Total:	\$115,000.00

077-00-00-2500 - Fund Balance	\$366.60
(Excess Revenue Over / Under Expenditures)	(\$30,000.00)
Fund Balance Total:	(\$29,633.40)

Liability and Fund Balance Total:	\$85,366.60
-----------------------------------	-------------

Combined Balance Sheet

Carroll County

Selection Criteria:

Fund: 077 - VETERANS ASSISTANCE COMMISSION

Fiscal Year: 2024

To Fiscal Period: 10

Month 9

From Account 0

To Account 9999999999

Include Zero Activity Accounts: ☐

Combined Balance Sheet - Grand Totals

Asset Accounts

0001 - Cash Account	\$366.60
0160 - PROPERTY TAX RECEIVABLE	\$85,000.00
Asset Total:	\$85,366.60

Liability and Fund Balance Accounts

2000 - Accounts Payable	\$30,000.00
2205 - DEFERRED PROPERTY TAXES	\$85,000.00
Liability Total:	\$115,000.00

2500 - Fund Balance	\$366.60
(Excess Revenue Over / Under Expenditures)	(\$30,000.00)
Fund Balance Total:	(\$29,633.40)

Liability and Fund Balance Total:	\$85,366.60
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Revenue and Expense Report

Carroll County

YEAR : 2024

PERIOD : 10

FUND: 077

DEPT: All

SUB-DEPT: All

AS OF : 9/30/2024

ACCOUNT RANGE : 0 - 9999999999

Ledger ID	Ledger Description	Current Budget	Current Act	YTD Act	Encumbrances YTD	Remaining	Percent
077	<u>VETERANS ASSISTANCE COMMISSION</u>						
	<u>REVENUES</u>						
00	<i>NonDepartmental</i>						
077-00-00-3001	REAL ESTATE TAX COLLECTIO	\$85,000.00	\$0.00	\$58,369.34	\$0.00	\$26,630.66	68.67%
077-00-00-3002	MOBILE HOME TAX COLLECTIO	\$0.00	\$0.00	\$23.85	\$0.00	(\$23.85)	
	Subtotal NonDepartmental:	\$85,000.00	\$0.00	\$58,393.19	\$0.00	\$26,606.81	68.70%
	TOTAL REVENUES - :	\$85,000.00	\$0.00	\$58,393.19	\$0.00	\$26,606.81	68.70%
	<u>EXPENDITURES</u>						
	<i>NonDepartmental</i>						
077-00-00-5510	DISBURSEMENTS	\$110,000.00	\$0.00	\$88,393.19	\$0.00	\$21,606.81	80.36%
	Subtotal NonDepartmental:	\$110,000.00	\$0.00	\$88,393.19	\$0.00	\$21,606.81	80.36%
	TOTAL EXPENDITURES - :	\$110,000.00	\$0.00	\$88,393.19	\$0.00	\$21,606.81	80.36%
	YTD Revenue Less Expenses : VETERANS ASSISTANCE COMMISSION			(\$30,000.00)			



2024 CARROLL COUNTY REPORT

NORTHWEST ILLINOIS ECONOMIC DEVELOPMENT

AUGUST 30, 2024

NWILED 2024

PRESENTATION AGENDA:

NWILED @ WORK

NWILED BEHIND THE SCENES

NWILED LOOKING AHEAD

NWILED INVESTOR MEMBERS

NWILED INTERNAL

CONTACT INFORMATION

NWILED @ WORK

Genz Small Business Development Fund

In 2021, the Genz Memorial Investment Fund was launched to serve as a gap tool for businesses and entrepreneurs in Carroll and Jo Daviess Counties. The principal of the fund is over \$450,000, and awards have ranged between \$4,000 and \$10,000.

	Businesses Assisted	Capital Investment
2021	getVRtours.com	\$6,450
2022	Lola's Deli	\$8,000
	Meat Masters	\$4,000
2023	Trolley Depot	\$7,727
	1826 Creative Co	\$9,511
2024	Dry Creek Beekeeping	\$7,500
	Lola's Deli	\$10,000
TOTALS:	6	\$53,188



getVRtours.com, a commercial photography business based in the Galena Territory, used Genz to purchase new drone and computer equipment.



Lola's Deli, a restaurant and deli in Elizabeth, used Genz for startup costs. NWILED also assisted with their Jo Daviess County Revolving Loan Fund award.



Meat Masters Processing Co., a specialty meats producer based in Stockton, used Genz to help renovate an outbuilding used for equipment storage and refrigeration.



Trolley Depot Coffee & Tea Co., a specialty coffee house based in Galena, used Genz to purchase a new coffee roaster that will help them expand into the wholesale market.

NWILED @ WORK

(continued)

MANUFACTURING & TRADES DAY

A signature event on the NWILED calendar, Manufacturing & Trades Day is an occasion where manufacturing and trade companies showcase their industries to highschoolers to help create a talent pipeline for local quality in demand careers. NWILED works with the Jo Daviess Carroll Career Technical Education Academy to offer this regional event.

Save the Date - The next event has been scheduled for October 3, 2024.

	# of Businesses/Orgs	# of Schools	# of Students
2022	16	10	300
2023	14	7	220
	27	10	352
Totals	57	27	872



Warren High @ Shimer College



BIGI @ Riverport Railroad

BUILD IT GROW IT

On June 26, 2024 NWILED announce the 2024 graduates of the BUILD IT GROW IT program, an entrepreneurial bootcamp that targeted attendance from small business owners in both Jo Daviess and Carroll counties. The program's goal was to offer seminars to help equip aspiring entrepreneurs with the essential knowledge and skills to kick start and grow their businesses successfully while also offering something new and substantive to established business owners.

A total of 44 individuals registered for the program, including 11 from Carroll County, with a total of 23 graduating with certificates of achievement.

Highland Community College partnered on this program.

NWILED BEHIND THE SCENES

- **NWILED received the 2024 Matt Marvin Community Impact Award from The Foundation for NW Illinois at their 50th Anniversary Gala on August 17. The recognition came with a \$2,500 grant and an invitation to join their board of directors in anticipation of future opportunities.**
- **Working with the Illinois Finance Authority to enable their new Commercial Property Assessed Clean Energy (“C-PACE”) financing program to help accelerate private investment in green energy projects (solar, double-paned windows, smart roofs, LED lighting).**
 - **City of Mount Carroll enabled January 2024.**
- **Maintaining the NWILED online site map, which details industrial sites and commercial storefronts that are for sale in Carroll and Jo Daviess Counties and feeds into the Intersect Illinois business recruitment system. Annual about 70 RFIs are vetted by NWILED against available listings.**
- **Facilitated regional site visits with expanding large employers with the Illinois Department of Commerce & Economic Opportunity.**
- **Moved Carroll County satellite office hours from the courthouse to the new Davis Community Center in Mount Carroll.**
- **Published a new installment of Made in NW Illinois on the Carroll-County Mirror Democrat and Savanna Times Journal.**
- **NWILED Regional Director Appointments**
 - **City of Savanna - Advisory Committee to the Savanna Riverfront Development Board, Advisor**
 - **Jo Daviess-Carroll Counties Joint Action Solid Waste Agency, Board of Directors**
 - **Quad Cities Regional Economic Development Authority, Board of Directors**
 - **Carroll County Hotel / Motel Board, Board of Directors**
 - **Visit NW Illinois Board, Board of Directors**
- **Issued letters of support for 7 initiatives in 2024:**
 - **Jo Daviess Local Foods for funds for a new warehouse and commercial store front and are applying for an Illinois Department of Agriculture grant.**
 - **SOO Green for a clean energy transmission route that would run through our service area.**
 - **JCE Co-op for a USDA grant opportunity to enhance career pathway exploration opportunities to area youth.**
 - **Carroll County for discretionary dollars to make improvements to their highway department shop facility, which would include adding a breakroom for county workers.**
 - **Jo Daviess Conservation Foundation for a National Park Service grant that would help create a JDCF Interpretive Master Plan.**

NWILED LOOKING AHEAD

**Manufacturing & Trades Day
October 3rd**

**Aged Worker / Veteran Hiring
Lunch & Learn
November 13
Mount Carroll**

**Build It Grow It 2025
January 2025
Mount Carroll**

NWILED INVESTOR MEMBERS

(47 total members, increasing from 28 in 2022)

Platinum (\$10,000 +)



JO DAVIESS COUNTY
Illinois

Gold (\$5,000 - \$9,999)

Conlon Construction Company
Arrow Energy Solutions

Silver (\$2,500 - \$4,999)

Baranski Hammer Moretta & Sheehy
Citizens State Bank
City of Galena
Dupaco Community Credit Union
IL Bank & Trust

Local Redevelopment Authority
Logistics Park Dubuque
Riverport Railroad
The Foundation for NW IL

Bronze (\$1,000 - \$2,499)

Carroll County
City of Savanna
Commonwealth Edison
First Community Bank of Galena

Highland Community Collage
ITC Midwest
Nicor Gas
Operating Engineers Local 150

TBK Bank
Village of Elizabeth
Village of Hanover
Village of Stockton

Ambassador (\$250 - \$999)

Adkins Energy
Carroll County Housing Auth
City of Mount Carroll
Galena Territory Association
Galena Country Tourism
Gradient Coaching & Consulting

Hoskins Building Center
Jail Hill Inn
Jo Daviess County Housing Auth
LEMFCO, Inc
Louie's Trenching Services
MSA Professional Services

NW Illinois Alliance of Realtors
Pearl Valley Farms
The Bridgewater Inn
Timmerman's Supper Club
Visit NW Illinois
Zurn Elkay Water Solutions

Friend of the Program (\$75 - \$249 / In-Kind)

Elizabeth Business Hub, Galena Area Chamber of Commerce, Jo Daviess Carroll Career Technical Education Academy,
Keller Williams Signature - Angela Stodden

NWILED INTERNAL

NWILED BOARD OF DIRECTORS

Chair - William Jahnke, President, Napcor Corporation

Vice Chair - Joseph Mattingley, CEO, Arrow Group

Secretary - Amy Baker, President and CEO, Citizens State Bank

Treasurer - Amiee Schoenhaar, CEO, COO, CFO, Riverport Railroad

Mike Casper, President and CEO, Jo-Carroll Energy

Gavin Doyle, VP, IL Bank & Trust

Diane Gallagher, Jo Daviess County Board

Susan Jacob, Carroll County Board

Marisa Kappes, Senior Branch Manager, TBK Bank

Christina Kuberski, President, Highland Community College

Ron Smith, Jo-Carroll Local Redevelopment Authority Board

(Dupaco Community Credit Union placeholder)

NWILED STAFF

David Schmit, Regional Director

Barbara Sue Schubert, Program Coordinator

Christine Soat, Marketing Manager

NWILED MISSION

Founded in 2008, Northwest Illinois Economic Development promotes economic development by fostering business growth. We assist expanding and relocating businesses in determining their needs for growth with cooperation of our government and business partners. We encourage entrepreneurs by assisting with access to resources to begin and grow their businesses.

We employ all available resources to create a welcoming business environment, aligning the skills of our workforce with the needs of businesses, and building political and economic capital.



NWILED CONTACT:

DAVID SCHMIT

DSCHMIT@NWILED.ORG

1 COMMERCIAL DRIVE, STE 2, HANOVER, IL 61041

815-297-7361

Illinois Finance Authority PACE Program

The Illinois Finance Authority (“IFA”) has standardized Commercial Property Assessed Clean Energy (“C-PACE”) financing in Illinois through the nonpartisan, nonpolitical Illinois Finance Authority PACE Program (“IFA PACE Program”). Any interested county or municipality that desires to create a PACE area can establish the IFA PACE Program by adopting the enabling PACE Ordinance and related Program Report provided by IFA. These documents are posted on IFApace.com for counties or municipalities to download.

At no cost to the county or municipality, the IFA PACE Program makes C-PACE financing available to any eligible record owner of eligible property that voluntarily requests the levy of a special assessment to secure the financing or refinancing of a PACE Project (see below) pursuant to an assessment contract. C-PACE financing to fund PACE Projects occurs through the issuance of conduit debt obligations (such as bonds or notes), similar to other special assessment financing programs in Illinois. Counties and municipalities can avoid using their own time and resources to issue bonds or notes by establishing the IFA PACE Program to fund PACE Projects. IFA has statewide authorization to issue bonds and notes to fund PACE Projects in any PACE area.

The IFA PACE Program is administered by a component unit of IFA known as the C-PACE Open Market Initiative, which is a 501(c)(3) organization. Referred to as the PACE Area Administrator, it is the independent, neutral program administrator of the IFA PACE Program, and provides a fair and competitive, statewide open market. The PACE Area Administrator approves capital providers or their affiliates as participants in the IFA PACE Program to act as program administrators on a non-exclusive basis, with their own resources, and within appropriate guidelines. Referred to as PACE Project Administrators, such program administrators originate financings or refinancings of PACE Projects, purchase or arrange for the purchases of the related bonds or notes issued by IFA, provide or arrange any related interim financing by a warehouse fund prior to the issuance of such bonds or notes, and provide or arrange for the administration and servicing of such PACE Projects. Record owners are afforded the opportunity to work with PACE Project Administrators of their own choosing.

For each PACE Project approved under the IFA PACE Program, the assessment contract and related assignment agreement (assigning the assessment contract to IFA) will be in substantially the forms appended to the Program Report. Such collateral documents require execution and delivery by an authorized officer of the applicable county or municipality for each PACE Project approved under the IFA PACE Program. In connection with each request, IFA will provide a summary of the PACE Project and its estimated annual impact regarding any energy savings, energy utility bill savings, water savings, and water bill savings. The PACE Project Administrator will further provide a Compliance Certificate for the PACE Project as required by the enabling PACE Ordinance and Program Report. Any financing or refinancing, or interim financing, of a PACE Project approved under the IFA PACE Program must be accompanied by a written opinion from a nationally recognized municipal bond counsel in form and substance acceptable to IFA as the issuer of the bonds or notes.

About PACE Projects

C-PACE financing can be used by owners and developers to finance or refinance eligible improvements affixed to any privately-owned commercial, industrial, non-residential agricultural, or multi-family (of 5 or more units) property or any property owned by a not-for-profit in connection with renovations of existing buildings and new construction, in each case up to 25% of the value of the property. Eligible improvements generally include fixtures, products, systems, equipment, devices, and materials intended for **energy efficiency**, **renewable energy**, **resiliency**, or **water use**; **electric vehicle charging stations** are eligible improvements too. C-PACE financing is non-recourse to the record owner and assignable upon transfer of the property. C-PACE financing does not accelerate upon a default (payment or otherwise), permits terms of up to 40 years, and allows financing of up to 100% of all project and closing costs.

Additional Features of the IFA PACE Program and Key Benefits to Counties and Municipalities

- The exhibit and schedules included with each assessment contract will reflect the actual terms and conditions governing that particular financing or refinancing and assessment as agreed between the record owner and the PACE Project Administrator. The form of the body of the assessment contract and the form of the assignment agreement are standardized and will not be subject to change. ***Counties and municipalities have no legal obligation to execute and deliver any assessment contract if they are not satisfied, may suspend or terminate the PACE Area Administrator or any PACE Project Administrator for any reason, and may terminate the IFA PACE Program at any time.***
- Each county or municipality establishing the IFA PACE Program will have no risk or liability or operational responsibilities. The record owner provides an indemnity under the assessment contract in connection with its PACE Project. Each PACE Project Administrator provides an indemnity with respect to its activities and is required to maintain insurance policies under which each participating county and municipality is an additional insured. ***PACE Projects approved under the IFA PACE Program do not require billing and collecting by the county or municipality or any use of public funds, similar to the structure of commercial real estate mortgages.***
- The simplification of a single conduit issuer (such as IFA) with statewide authorization to fund PACE Projects attracts capital providers that desire a standardized, efficient, and affordable way to facilitate access to capital for record owners and appeals to record owners seeking lower legal and financing costs to existing alternatives. ***Counties and municipalities establishing the IFA PACE Program benefit by not incurring any related conduit debt compliance or accounting obligations.***
- If a PACE Project is in a municipality (i.e., city, village, or incorporated town) where neither the county nor the municipality has established the IFA PACE Program, IFA has a policy preference to discuss adoption of the enabling PACE Ordinance with the same set of stakeholders that are responsible for the applicable property's zoning, construction permitting, and building code enforcement. If a PACE Project is in a municipality where the county and municipality have both established the IFA PACE Program, IFA will defer to the preferences of record owners on a case-by-case basis given the open market architecture of the IFA PACE Program. ***Under the enabling PACE Ordinance, each county and municipality establishing the IFA PACE Program retains its right to establish other property assessed clean energy programs and to issue its own bonds or notes under such other programs.***

About Illinois Finance Authority

IFA is a body politic and corporate created under the laws of the State of Illinois. IFA was created under the Illinois Finance Authority Act, 20 ILCS 3501/801-1 *et seq.*, as amended (the “IFA Act”), which consolidated seven of the State’s previously existing financing authorities. Pursuant to the IFA Act, IFA is governed by up to 15 Members appointed by the Governor with the advice and consent of the Senate. The Members receive no compensation for the performance of their duties but are entitled to reimbursement for all necessary expenses incurred in connection with the performance of such duties. Meetings of IFA are conducted in accordance with the Open Meetings Act, 5 ILCS 120/1 *et seq.*, as amended (the “Open Meetings Act”).

About C-PACE Open Market Initiative

C-PACE Open Market Initiative is an Illinois not-for-profit corporation and component unit of IFA. Members of IFA also serve as the Board of Directors of C-PACE Open Market Initiative. The Directors receive no compensation for the performance of their duties but are entitled to reimbursement for all necessary expenses incurred in connection with the performance of such duties. Meetings of C-PACE Open Market Initiative are conducted in accordance with the Open Meetings Act.

AN ORDINANCE CREATING A PACE AREA AND ESTABLISHING THE ILLINOIS FINANCE AUTHORITY PROPERTY ASSESSED CLEAN ENERGY PROGRAM FOR RECORD OWNERS OF PROPERTY THAT, FROM TIME TO TIME, MAY VOLUNTARILY REQUEST THE LEVY OF SPECIAL ASSESSMENTS TO SECURE THE FINANCING OR REFINANCING OF THEIR PACE PROJECTS; AUTHORIZING PROGRAM ADMINISTRATORS TO ACT THEREUNDER; DESIGNATING THE ILLINOIS FINANCE AUTHORITY AS THE SOLE ISSUER OF BONDS AND NOTES; AND APPROVING RELATED MATTERS

WHEREAS, [Insert Name], a duly organized and validly existing [county/city/village/town] under the Constitution and the laws of the State of Illinois (the “Governmental Unit”), is a [non-]home rule unit of local government of the State of Illinois, and is authorized pursuant to the Property Assessed Clean Energy Act, 50 ILCS 50/1 *et seq.*, as amended (the “PACE Act”), to create a “PACE area” (as defined in the PACE Act) and establish a “property assessed clean energy program” or “program” (as defined in the PACE Act) to facilitate access to capital used by “record owners” (as defined in the PACE Act) of “property” (as defined in the PACE Act) for the financing or refinancing of “energy projects” (as defined in the PACE Act); and

WHEREAS, the Illinois Finance Authority, a body politic and corporate duly organized and validly existing under and by virtue of the laws of the State of Illinois (the “Authority”), is authorized to issue bonds or notes in accordance with the PACE Act and pursuant to subsection (d) of Section 825-65 of the Illinois Finance Authority Act, 20 ILCS 3501/801-1 *et seq.*, to fund “PACE Projects” (as defined in the Illinois Finance Authority Act, and energy projects, which are known as “PACE Projects” herein), which bonds or notes will be secured, in part, by “assessments” (as defined in the PACE Act) levied on properties benefitted by PACE Projects as voluntarily requested by the record owners pursuant to “assessment contracts” (as defined in the PACE Act); and

WHEREAS, pursuant to Section 10 of the PACE Act, the Governmental Unit may establish a program administered by either one or more than one “program administrator” (as defined in the PACE Act) for a PACE area on behalf of or at the discretion of the Governmental Unit, and under such program, the Governmental Unit, from time to time, may assign such assessment contracts to “permitted assignees” (as defined in the PACE Act), including the Authority, without competitive bidding or the solicitation of requests for proposals or requests for qualifications to fund PACE Projects; and

WHEREAS, in order to lessen the burdens on counties and municipalities throughout Illinois that may desire to create PACE areas and establish property assessed clean energy programs, to attract “capital providers” (as defined in the PACE Act) to purchase bonds or notes issued by the Authority to fund PACE Projects throughout Illinois, and to assist record owners in the financing or refinancing of PACE Projects throughout Illinois, the Authority, pursuant to its Resolution 2022-0412-GP10, authorized the formation of Illinois C-PACE Open

Market Initiative, d/b/a C-PACE Open Market Initiative, an Illinois not-for-profit corporation and component unit of the Authority (the “C-PACE Open Market Initiative”), to administer a nonpartisan, nonpolitical property assessed clean energy program for interested “governmental units” (as defined in the PACE Act) throughout Illinois (the “Illinois Finance Authority PACE Program”) for the benefit of a statewide, open market in which the “governing body” (as defined in the PACE Act) of each governmental unit may create a PACE area and establish the Illinois Finance Authority PACE Program pursuant to the procedures provided in Section 15 of the PACE Act by the adoption of an ordinance or resolution; and

WHEREAS, as further described in the report of the Illinois Finance Authority PACE Program described below and attached hereto, the Authority shall be the sole issuer of any bonds or notes to finance or refinance PACE Projects of record owners that have applied and have been approved for such financing or refinancing under the Illinois Finance Authority PACE Program, and any such bonds or notes purchased by capital providers or any interim financing provided by a “warehouse fund” (as defined in the PACE Act) prior to the issuance of such bonds or notes shall not be general obligations of the State of Illinois or any governmental unit including the Governmental Unit; and

WHEREAS, in consideration of the Governmental Unit’s desire to avoid the need to devote the time and resources necessary to develop and implement a property assessed clean energy program with the features of the Illinois Finance Authority PACE Program and to otherwise be required to issue bonds or notes to finance or refinance PACE Projects and incur the related compliance or accounting obligations, the Governmental Unit now desires to create a PACE area, to establish the Illinois Finance Authority PACE Program as a property assessed clean energy program for such PACE area that shall be administered on behalf of the Governmental Unit at all times by the C-PACE Open Market Initiative, to facilitate access to capital from more than one program administrator, and to benefit from the Authority issuing all bonds and notes to finance or refinance PACE Projects approved under the Illinois Finance Authority PACE Program in a statewide, open market; and

WHEREAS, in furtherance of its participation in such statewide, open market, the Governmental Unit now desires to delegate to the C-PACE Open Market Initiative, among other things, the discretion to consider and approve capital providers or their affiliates as participants in the Illinois Finance Authority PACE Program to act as program administrators on a non-exclusive basis, for their own account and for the account of others of their choosing, to originate financings or refinancings of PACE Projects, to purchase or arrange for the purchases of the related bonds or notes issued by the Authority, to provide or arrange any related interim financing by a warehouse fund prior to the issuance of such bonds or notes, and to provide or arrange for the administration and servicing of such PACE Projects; and

NOW, THEREFORE, BE IT ORDAINED BY [INSERT NAME], ILLINOIS, AS FOLLOWS:

Section 1. Incorporation of the Recitals. The Governmental Unit hereby finds that all of the statements contained in the recitals to this Ordinance are true, correct and complete and are hereby incorporated by reference thereto and are made a part hereof.

Section 2. Authorization of More than One Program Administrator.

a. The Governmental Unit hereby authorizes the Illinois C-PACE Open Market Initiative to act as a program administrator (the “PACE Area Administrator”) for the Illinois Finance Authority PACE Program on behalf of the Governmental Unit on the terms and pursuant to the conditions set forth in this Ordinance, including the report of the Illinois Finance Authority PACE Program, as provided herein and therein.

b. The duties of the PACE Area Administrator are to act as a liaison to the Governmental Unit and its residents, taxpayers, and other interested persons as further described in the report of the Illinois Finance Authority PACE Program, to prescribe the terms and conditions whereby the Governmental Unit can facilitate access to capital from more than one program administrator, and to consider and approve capital providers or their affiliates to act as program administrators for one or more PACE Projects (each, a “PACE Project Administrator”) under the Illinois Finance Authority PACE Program at the discretion of the Governmental Unit, which discretion is hereby delegated by the Governmental Unit to the PACE Area Administrator. Each PACE Project Administrator shall be authorized, on a non-exclusive basis, for its own account and for the account of others of its choosing, to originate financings or refinancings of PACE Projects, to purchase or arrange for the purchases of the related bonds or notes issued by the Authority, to provide or arrange any related interim financing by a warehouse fund prior to the issuance of such bonds or notes, and to provide or arrange for the administration and servicing of such PACE Projects.

c. Upon approval by the PACE Area Administrator to act as a program administrator for the Illinois Finance Authority PACE Program, each PACE Project Administrator shall be deemed to have agreed to perform the duties and obligations set forth in this Ordinance, including the duties and obligations set forth in the report of the Illinois Finance Authority PACE Program, as provided herein and therein, and any other duties or obligations necessary, appropriate, or desirable in connection with the Illinois Finance Authority PACE Program as the PACE Area Administrator may prescribe from time to time, as such duties and obligations are allocated among the Governmental Unit, the PACE Area Administrator, and the PACE Project Administrator, in each case, at the PACE Project Administrator’s sole cost and expense.

d. The Illinois Finance Authority PACE Program shall terminate at such time as the Authority ceases to issue bonds or notes to fund PACE Projects, as evidenced by the notice hereinafter provided. The PACE Area Administrator, as a component unit of the Authority, shall use its best efforts to provide at least sixty (60) calendar days prior written notice thereof to the Governmental Unit and provide at least thirty (30) calendar days prior written notice thereof to each PACE Project Administrator. The Governmental Unit may terminate or suspend the Illinois Finance Authority PACE Program at any time, for any reason or no reason, after giving written notice thereof to the PACE Area Administrator at least sixty (60) calendar days before the termination or suspension is to be effective. Upon receiving such written notice from the Governmental Unit, the PACE Area Administrator shall give written notice thereof to any PACE Project Administrator at least thirty (30) calendar days before the termination or suspension is to be effective. The termination or

suspension of the Illinois Finance Authority PACE Program shall not relieve the PACE Area Administrator and any PACE Project Administrator of their respective obligations incurred before such termination or suspension and that are required to be performed thereafter, all of which shall survive.

e. Without limiting the right of the PACE Area Administrator to approve, deny, terminate, or suspend any PACE Project Administrator at its discretion, the Governmental Unit reserves the right to terminate or suspend any PACE Project Administrator at any time, for any reason or no reason, after giving written notice thereof to the PACE Area Administrator at least sixty (60) calendar days before the termination or suspension is to be effective. Upon receiving such written notice from the Governmental Unit, the PACE Area Administrator shall give written notice thereof to the PACE Project Administrator at least thirty (30) calendar days before the termination or suspension is to be effective. The termination or suspension of any PACE Project Administrator shall not relieve such PACE Project Administrator of its obligations incurred before such termination or suspension and that are required to be performed thereafter, all of which shall survive.

Section 3. Designation of Illinois Finance Authority as Sole Issuer of Bonds or Notes; Creation of the PACE Area; Report of the Illinois Finance Authority PACE Program.

a. The Governmental Unit hereby finds that the financing or refinancing of PACE Projects in a statewide, open market is a valid public purpose that furthers essential public and governmental purposes, including, but not limited to, reduced energy costs and greenhouse gas emissions, enhanced water quality and conservation, economic stimulation and development, improved property resiliency and valuation, and increased employment.

b. The Governmental Unit intends to facilitate access to capital from more than one PACE Project Administrator as approved by the PACE Area Administrator and other capital providers or their designated transferees as approved by the Authority to provide funds for PACE Projects, which will be repaid by assessments on the properties benefitted with the agreement of the record owners.

c. The Governmental Unit hereby designates the Authority to be the sole issuer of any bonds or notes under the Illinois Finance Authority PACE Program and hereby authorizes the Authority to assist record owners with any interim financing to be provided by a warehouse fund prior to the issuance of such bonds or notes under the Illinois Finance Authority PACE Program, in each case to fund PACE Projects approved under the Illinois Finance Authority PACE Program. The PACE Area Administrator may act as the PACE Project Administrator for one or more PACE Projects funded by interim financing provided by a warehouse fund established by the Governmental Unit or the Authority, if applicable, under the Illinois Finance Authority PACE Program.

d. The Governmental Unit hereby creates a PACE area for the Illinois Finance Authority PACE Program that shall be coterminous with the entire corporate limits of the Governmental Unit (the “PACE Area”) for the benefit of a statewide, open market.

e. The C-PACE Open Market Initiative has prepared the report of the Illinois Finance Authority PACE Program attached hereto as Exhibit A (as amended, supplemented, or modified from time to time by the PACE Area Administrator, the “Program Report”) in conformity with the PACE Act, setting forth, *inter alia*, the types of PACE Projects that may be financed or refinanced, or interim financed pursuant to this Ordinance. The Program Report is hereby incorporated by reference thereto and made a part hereof. The Governmental Unit hereby approves the Program Report. The Program Report shall be made available for public inspection by the Governmental Unit in a manner deemed prudent in its sole discretion and shall be posted and reasonably made available at all times by the Illinois Finance Authority PACE Program on the following website: www.IFApace.com. The PACE Area Administrator shall provide the Governmental Unit at least thirty (30) calendar days prior written notice of the effective date of any amendment, supplement, or modification of the Program Report.

Section 4. No Public Hearing; Program Established. The Governmental Unit hereby finds that no public hearing shall be required in connection with the adoption or amendment of the Illinois Finance Authority PACE Program and hereby establishes the Illinois Finance Authority PACE Program in accordance with this Ordinance and the Program Report.

Section 5. Assessment Contracts and Assignment Agreements.

a. The Governmental Unit shall impose an assessment only pursuant to the terms of a recorded assessment contract with the record owner of the property to be assessed, the form of which shall be in substantially the form of Appendix A to the Program Report (each, an “Assessment Contract”). The form of Assessment Contract enclosed as Appendix A to the Program Report is hereby approved by the Governmental Unit.

b. The Governmental Unit shall assign Assessment Contracts pursuant to certain assignment agreements with the Authority as collateral for the financing or refinancing, or interim financing, of PACE Projects, the form of which shall be in substantially the form of Appendix B to the Program Report (each, an “Assignment Agreement”). The form of Assignment Agreement enclosed as Appendix B to the Program Report is hereby approved by the Governmental Unit.

c. Any one of [Insert Titles of at Least Two Officers or Trustees], or any person duly appointed by the Governmental Unit to serve in such offices on an interim basis or otherwise authorized to act as provided by an ordinance or resolution of the Governmental Unit, acting singly (each, an “Authorized Officer”), is hereby authorized to execute and deliver Assessment Contracts with record owners meeting the requirements set forth in the PACE Act and the Program Report and execute and deliver related Assignment Agreements with the Authority, in each case with such changes, deletions, and insertions as shall be approved by an Authorized Officer and such other supporting documents and instruments as may be necessary or appropriate to carry out and comply with the provisions of each Assessment Contract and Assignment Agreement. The execution and delivery of such Assessment Contracts, Assignment Agreements, other contracts, agreements, documents, and instruments shall be conclusive evidence of the approval of the forms, terms and provisions thereof, including, without limitation, any changes, deletions, or

insertions to the forms of documents now before the Governmental Unit, by an Authorized Officer executing the same and by the Governmental Unit.

d. Prior to the PACE Area Administrator submitting an Assessment Contract to an Authorized Officer for execution, the applicable PACE Project Administrator shall (i) make the determination that the property to be assessed is entirely within the PACE Area, (ii) have received evidence of all the enumerated items in Section 25(c) of the PACE Act and Section 25(d) of the PACE Act, and (iii) deliver to the PACE Area Administrator a written certification as to the matters set forth in clauses (i) and (ii) and a representation and warranty that such PACE Project Administrator as a program administrator of the Illinois Finance Authority PACE Program is in compliance with its duties and obligations hereunder (the “Compliance Certificate”). The Compliance Certificate shall be in form and substance acceptable to the PACE Area Administrator. The Governmental Unit authorizes and directs the PACE Area Administrator to receive each Compliance Certificate on its behalf from PACE Project Administrators and, upon receipt, to deliver each Compliance Certificate to the Governmental Unit.

e. Without limiting the generality of the first sentence of Section 5(d), if applicable, the Governmental Unit authorizes and directs the applicable PACE Project Administrator to receive on its behalf the copies or other proof of the notices to, and written consents of, any mortgage holders, pursuant to Section 25(d) of the PACE Act, for the record owner to enter into the assessment contract, and to deliver copies thereof to the PACE Area Administrator together with the Compliance Certificate for further delivery to the Governmental Unit.

f. Upon execution and delivery of any Assessment Contract and related Assignment Agreement, and prior to any funding, the applicable PACE Project Administrator shall file or cause to be filed such Assessment Contract and such Assignment Agreement for recording with the Office of the [Recorder/Clerk][of [Insert Name] County.

g. Without limiting the generality of the first sentence of Section 5(d), if applicable, the Governmental Unit authorizes and directs that the applicable PACE Project Administrator receive on its behalf the written confirmation from the record owner, pursuant to Section 25(c)(8) of the PACE Act, that the PACE Project was properly acquired, constructed, installed, or modified and is operating as intended (the “Completion Certificate”), and to deliver a copy thereof to the Governmental Unit, and, if requested, to the PACE Area Administrator. The failure of the PACE Project Administrator to deliver a copy of any Completion Certificate to the Governmental Unit or the PACE Area Administrator shall not be deemed to impair the related Assessment Contract or any funding thereunder.

Section 6. Additional Actions. Each Authorized Officer is hereby authorized without any further approval to:

a. negotiate, execute, and deliver such other supporting documents as may be necessary or appropriate to implement the Illinois Finance Authority PACE Program; and

b. ratify amendments, modifications, or supplements to the Program Report from time to time as requested by the PACE Area Administrator to the extent such amendments, modifications, or supplements comply with the parameters and requirements set forth in the PACE Act and this Ordinance.

Section 7. Governmental Unit Fees. In consideration of its execution and delivery of any Assessment Contracts, Assignment Agreements, or other supporting documents as may be necessary or appropriate to implement the Illinois Finance Authority PACE Program, any record owner entering into an Assessment Contract with the Governmental Unit shall pay or cause to be paid a fee of one hundred fifty dollars (\$150) to the Governmental Unit, payable on or before the closing date of any related financing or refinancing, or interim financing, that has been approved under the Illinois Finance Authority PACE Program, unless such fee is otherwise waived by the Governmental Unit on a case-by-case basis. The applicable PACE Project Administrator shall be responsible for collecting and remitting such fee to the Governmental Unit.

Section 8. Reservation of Rights for Other Programs. The Governmental Unit reserves the right to:

a. create PACE areas and establish related property assessed clean energy programs other than the PACE Area and the Illinois Finance Authority PACE Program to be administered by other for-profit entities or not-for-profit entities or the Governmental Unit, as determined by the governing body, pursuant to one or more separate ordinances or resolutions to be considered or previously considered and approved or adopted, as the case may be, at one or more meetings of the Governmental Unit; and

b. issue “PACE Bonds” (as defined in the PACE Act) to fund PACE Projects pursuant to the rights and powers vested in the Governmental Unit by the PACE Act if such PACE Projects have been approved under any property assessed clean energy program established by the Governmental Unit other than the Illinois Finance Authority PACE Program.

Section 9. Reserved.*

Section 10. Amendments. The Governmental Unit acknowledges the importance of uniformity and consistency of the Illinois Finance Authority PACE Program in a statewide, open market. Therefore, the Governmental Unit agrees to consider in good faith any amendment, supplement, or modification of this Ordinance or the Program Report proposed by the PACE Area Administrator or the Authority and not to make any amendment, supplement, or modification to this Ordinance or the Program Report proposed by the Governmental Unit unless and until approved in writing by the PACE Area Administrator or the Authority, which approvals will not be unreasonably withheld.

* The Governmental Unit may add requirements to the program by setting forth such requirement in Section 9, subject to the approval of the Illinois Finance Authority. Please contact the Illinois Finance Authority in advance to discuss any proposed requirements.

Section 11. Enactment. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases, and provisions hereof. All ordinances, orders, and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Ordinance shall take effect and be in full force immediately upon its adoption. No provision of the [Insert Municipal/County Code Reference] or violation of any provision of the [Insert Municipal/County Code Reference] shall be deemed to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the security for or payment of the instruments authorized by this Ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the [Insert Municipal/County Code Reference].

This Ordinance shall become effective upon its passage and approval.

[Add Signature Blocks as preferred by the Governmental Unit.]

EXHIBIT A

Report of the Illinois Finance Authority PACE Program (including Appendix A and B)



*Property Assessed Clean Energy
Program Report*

MADE POSSIBLE IN PART BY DSS ADVISORS LLC

DSS ADVISORS LLC

AND THE GENEROUS SUPPORT OF THE FOLLOWING:

ENVIRONMENTAL LAW & POLICY CENTER



KATTEN MUCHIN ROSENMAN LLP

Katten

SMART ENERGY DESIGN ASSISTANCE CENTER
AT THE UNIVERSITY OF ILLINOIS, URBANA-CHAMPAIGN



FOLEY & LARDNER LLP



Preface to the Program Report by the Illinois Finance Authority

Commercial Property Assessed Clean Energy (“C-PACE”) financing can be used by owners and developers of commercial properties to finance or refinance eligible improvements in connection with renovations of existing buildings and new construction, in each case up to 25% of the value of the property. Eligible improvements generally include fixtures, products, systems, equipment, devices, and materials intended for energy efficiency, renewable energy, resiliency, or water use; electric vehicle charging stations are eligible improvements too. C-PACE financing has features that make it very attractive as an alternative or a supplement to existing types of commercial real estate financing. For example, C-PACE financing is non-recourse to the record owner and assignable upon transfer of the property. While these features may be found in conduit mortgage loans included in commercial mortgage-backed securities (often referred to as CMBS loans or CMBS financing), they are not common in either traditional bank financing or mezzanine financing, which is often used to finance significant new commercial real estate construction or deep energy retrofit projects. C-PACE financing also has attractive features that are not available with any other type of commercial real estate financing. C-PACE financing does not accelerate upon a default (payment or otherwise), permits terms of up to 40 years, and allows financing of up to 100% of all project and closing costs. All capitalized terms in this Preface not otherwise defined have the meanings set forth in the accompanying Program Report.

C-PACE financing is secured by a voluntary special assessment on the benefited property that is represented by an assessment contract between the record owner and the Governmental Unit. The special assessment is senior to all mortgages and other private liens on such property and is *pari passu* to other real estate taxes and assessments. The lien priority and preferences of C-PACE financing is the primary reason why capital providers are willing to provide up to 100% financing that is non-recourse, non-callable in the event of default, and assignable in the event of a transfer of the property. Interest on C-PACE financing is usually fixed throughout the term, although that is not required by the PACE Act, and is generally well below the rates charged by mezzanine lenders and equipment lenders. Under the PACE Act, the assessment contract must be recorded, and serves as collateral for C-PACE financing, similar to a recorded commercial mortgage serving as collateral for a commercial real estate loan. C-PACE financing to fund PACE Projects occurs through the issuance of conduit debt obligations (such as bonds or notes), similar to other special assessment financing programs in Illinois.

Despite these attractive features and plentiful amounts of capital from providers enthusiastic to consider environmental, social, and governance factors alongside financial factors in the investment decision-making process, the use of C-PACE financing in Illinois has been limited to date. Counties and municipalities have informed the Illinois Finance Authority of their desire to avoid the need to devote the time and resources necessary to develop and implement a property assessed clean energy program with the features of the Illinois Finance Authority PACE Program and to otherwise be required to issue bonds or notes to finance or refinance PACE Projects and incur the related compliance or accounting obligations. Additionally, capital providers have informed the Authority of their desire for a fair and competitive, statewide open market sponsored by an independent, neutral program administrator. Finally, record owners have informed the Authority of their desire to minimize the program administration and governmental fees associated with C-PACE financing.

The Authority has observed that the lack of market activity is also because C-PACE financing under existing property assessed clean energy programs is not uniform throughout Illinois, and under such programs, capital providers cannot administer and service their own C-PACE financing originations. Moreover, under existing property assessed clean energy programs, program administrators are tasked with roles and responsibilities that are typically performed by capital providers, such as marketing, establishing processes for contractors, statutory underwriting, processing applications, billing and collecting, and enforcement. This structure, a vestige of the C-PACE financing market's earliest days, is both cumbersome and costly. Similar to commercial mortgage lenders, the Authority believes capital providers in the C-PACE financing market should instead facilitate access to capital by performing these activities for their own account or others of their choosing, with their own resources, and within appropriate guidelines.

In consideration of these factors, the Illinois Finance Authority has standardized the structure, implementation, and delivery of C-PACE financing in Illinois to lessen the burdens on counties and municipalities throughout Illinois that may desire to create PACE areas and establish property assessed clean energy programs, to attract capital providers to purchase bonds or notes issued by the Authority to fund PACE Projects throughout Illinois, and to assist record owners in the financing or refinancing of PACE Projects throughout Illinois. The nonpartisan, nonpolitical Illinois Finance Authority PACE Program intends to achieve these objectives in the PACE Area created by the Governmental Unit by applying the structure of the commercial mortgage industry to better align the roles and responsibilities of the C-PACE financing market. The Illinois Finance Authority PACE Program allows capital providers to not only originate C-PACE financings in a statewide, open market sponsored by an independent, neutral program administrator but also allows capital providers to administer and service PACE Projects directly or through affiliates in the capacity of PACE Project Administrators, for their own account or others of their choosing. Record owners will benefit from lower C-PACE financing costs amid the resulting fairness and competition among capital providers, at no cost to the Governmental Unit.

All parties will also benefit from the Authority's vast experience in the issuance of conduit debt obligations, which each year amounts to billions of dollars of long-term investment in voluntary projects of private sector borrowers in Illinois. As a statewide conduit issuer of bonds and notes, the Authority's uniform C-PACE financing documents for all PACE Projects will simplify due diligence in the asset-backed securities market for capital providers in contrast to a fragmented market of numerous county and municipal issuers of conduit debt obligations throughout Illinois. Accordingly, the Authority elected to leverage these competitive advantages to achieve vertical integration and economies of scale in local markets such as the PACE Area by forming the C-PACE Open Market Initiative, an Illinois not-for-profit corporation and component unit of the Authority, to offer an independent, neutral program administrator in the capacity of PACE Area Administrator to the Governmental Unit and its residents and taxpayers, at no cost to the Governmental Unit.

The goals of the C-PACE Open Market Initiative are to spur investment in energy efficiency and water conservation, and to stimulate growth of renewable energy and resilient building design throughout Illinois.

- Brad R. Fletcher

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Introduction

This Program Report was approved by the Governmental Unit by adopting the ordinance to which this Program Report accompanies (the “PACE Ordinance”). All terms defined in the PACE Ordinance will, for all purposes of this Program Report, have the meanings specified therein unless the context otherwise requires.

The PACE Ordinance meets the requirements of Section 15 of the PACE Act. The Governmental Unit created the PACE Area to make financing and refinancing opportunities available to any record owner of property that voluntarily requests the levy of a special assessment to secure the financing or refinancing of a proposed PACE Project pursuant to an assessment contract.

Purpose of the Program Report

As required by the PACE Act, the Program Report contains a basic summary of the Illinois Finance Authority PACE Program and its statewide, open market architecture. The Illinois Finance Authority PACE Program is sometimes referred to, or marketed as, the “IFA PACE Program” or the “IFA Municipal Choice PACE Program” or the “IFA County Advantage PACE Program”).

Program Description

The Governmental Unit is establishing the nonpartisan, nonpolitical IFA PACE Program to accelerate private investment in PACE Projects affixed to existing and newly constructed commercial, industrial, non-residential agricultural, and multi-family (5 or more units) properties in the PACE Area, at no cost to the Governmental Unit. The IFA PACE Program is distinctly different from any existing property assessed clean energy program that has been launched by a county or municipality in Illinois. Under the IFA PACE Program, the Governmental Unit is participating in a statewide, open market of PACE areas administered by the C-PACE Open Market Initiative as the independent, neutral program administrator, referred to as the PACE Area Administrator. The PACE Area Administrator, among other things, acts as a liaison to the Governmental Unit and its residents, taxpayers, and other interested persons. Record owners, meanwhile, are afforded the opportunity to work with capital providers of their own choosing as PACE Project Administrators and to assemble the team of professionals desired for any potential PACE Project (e.g., architects, engineers, energy auditors, appraisers, contractors, bond counsel, trustees, title companies).

The IFA PACE Program is appealing because its neutrality among capital providers avoids the conflicts of interest that exist under certain other existing property assessed clean energy programs throughout Illinois. Under the IFA PACE Program, capital providers or their affiliates will administer and service their respective PACE Projects as PACE Project Administrators. This feature eliminates the additional program administration fees otherwise charged by affiliates of competing capital providers or other third parties that have secured or will endeavor to secure an exclusive role as program administrator for a county or municipality. As a result, the IFA PACE Program incentivizes competition to lower costs and improve service for record owners.

Additionally, in their capacity as PACE Project Administrators, capital providers can fairly manage existing and future relationships with record owners without the risks associated with sharing business intelligence with affiliates of competing capital providers that have secured an exclusive role as program administrator for a county or municipality.

The statewide, open market architecture of the IFA PACE Program also offers what no other property assessed clean energy program in Illinois can offer: uniformity; the financing or refinancing of all PACE Projects regardless of location is undertaken by a single issuer of bonds or notes. The Illinois Finance Authority has statewide authorization to issue bonds and notes to fund PACE Projects located in any PACE area, thus doing away with any issuance of bonds or notes by the Governmental Unit. In turn, the Governmental Unit and its fellow counties and municipalities enjoy the benefit of not incurring any related conduit debt compliance or accounting obligations. The simplification of a single conduit issuer with statewide authorization to fund PACE Projects attracts capital providers that desire a standardized, efficient, and affordable way to facilitate access to capital for record owners, further reducing legal and financing costs for such record owners.

Under the IFA PACE Program, the Governmental Unit always retains its prerogatives as set forth in the PACE Act and the PACE Ordinance, including the right to establish other property assessed clean energy programs and to issue its own bonds or notes under such other programs.

Program Roles and Responsibilities

The roles and responsibilities of the Governmental Unit, the Authority, the PACE Area Administrator, the PACE Project Administrators, and the capital providers under the IFA PACE Program are described below.

Governmental Unit

Pursuant to the PACE Ordinance, any one of the Authorized Officers set forth therein, acting singly, on behalf of the Governmental Unit, may execute and deliver an assessment contract and related assignment agreement assigning the assessment contract to the Authority as collateral for the financing or refinancing, or interim financing, of a PACE Project.

Illinois Finance Authority

Pursuant to the PACE Ordinance, the Governmental Unit has designated the Authority as the sole conduit issuer of bonds and notes to fund any PACE Projects approved under the IFA PACE Program.

The Authority is a body politic and corporate created under the laws of the State of Illinois (the “State”). The Authority was created under the Illinois Finance Authority Act, 20 ILCS 3501/801-1 *et seq.*, as amended from time to time (the “Authority Act”), which consolidated seven of the State’s previously existing financing authorities. Under the Authority Act, the Authority may not have outstanding at any time bonds or notes for PACE Projects in an aggregate principal amount exceeding \$2,000,000,000 (subject to change, from time to time, by acts of the State Legislature). Pursuant to the Authority Act, the Authority is governed by up to

15 Members appointed by the Governor with the advice and consent of the State Senate. The Members receive no compensation for the performance of their duties but are entitled to reimbursement for all necessary expenses incurred in connection with the performance of such duties.

Members of the Authority consider and approve capital providers to purchase or arrange for the purchases of bonds or notes issued by the Authority, and to provide or arrange any related interim financing by warehouse funds prior to the issuance of such bonds or notes, in each case to fund PACE Projects approved under the IFA PACE Program.

Meetings of the Authority are conducted in accordance with the Open Meetings Act, 5 ILCS 120/1 *et seq.*, as amended (the “Open Meetings Act”). An annual schedule of regular meetings of the Authority and all notices, agenda, meeting details, and minutes of each regular or special meeting are posted on the following website: www.il-fa.com/public-access.

PACE Area Administrator

Pursuant to the PACE Ordinance, the Governmental Unit has authorized the PACE Area Administrator to act as the program administrator to manage day-to-day operations of the IFA PACE Program. The PACE Area Administrator will be responsible for administering and implementing the IFA PACE Program, including: processing requests for financing or refinancing, or interim financing; coordinating among record owners, counsel, the Authority, capital providers, PACE Project Administrators, contractors, and other professionals; interfacing with the Governmental Unit on the execution and delivery of assessment contracts and assignment agreements; and reporting and arranging for any required reporting to the Governmental Unit that may be requested from time to time. The PACE Area Administrator will also act as liaison to the community of the Governmental Unit and will conduct, alone or in conjunction with others, appropriate marketing and education activities.

Pursuant to the PACE Ordinance, the Governmental Unit also has delegated to the PACE Area Administrator the discretion to determine which capital providers (or their affiliates) will be authorized to act as PACE Project Administrators. The eligibility requirements of, and the terms and conditions for, a capital provider (or its affiliate) to participate in the IFA PACE Program as a PACE Project Administrator are set forth in a standard form of Master Participation Agreement. The Master Participation Agreement is supplemented by the IFA PACE Program Handbook of Supplemental Information and Requirements (as amended, supplemented, or modified from time to time, the “PACE Handbook”). The PACE Area Administrator considers and approves PACE Project Administrators, and, if approved, the PACE Area Administrator and the PACE Project Administrator enter into the Master Participation Agreement. The form of Master Participation Agreement is available from the PACE Area Administrator upon request. The PACE Handbook is posted on the following website: www.IFApace.com.

Members of the Authority also serve as the Board of Directors of the PACE Area Administrator. The Directors receive no compensation for the performance of their duties but are entitled to reimbursement for all necessary expenses incurred in connection with the performance of such

duties. Meetings of the PACE Area Administrator are conducted in accordance with the Open Meetings Act. All notices, agenda, meeting details, and minutes of each regular or special meeting are posted on the following website: www.il-fa.com/public-access.

PACE Project Administrators

Pursuant to the PACE Ordinance, and upon approval of the PACE Area Administrator, PACE Project Administrators are authorized to act as program administrators of the IFA PACE Program. PACE Project Administrators are authorized, on a non-exclusive basis, for their own account and for the account of others of their choosing, to originate financings or refinancings of PACE Projects, to purchase or arrange for the purchases of the related bonds or notes issued by the Authority, and to provide or arrange any related interim financing by warehouse funds prior to the issuance of such bonds or notes. They are also responsible for providing or arranging for the provision of administrative and servicing responsibilities of such PACE Projects.

Upon entering into the Master Participation Agreement with the PACE Area Administrator, each PACE Project Administrator agrees to perform at its sole cost and expense the duties and obligations set forth in the PACE Ordinance, including this Program Report, the Master Participation Agreement, and the PACE Handbook, as provided herein and therein.

The Governmental Unit reserves the right to terminate or suspend any PACE Project Administrator at any time, for any reason or no reason, after giving written notice thereof to the PACE Area Administrator at least 60 calendar days before the termination or suspension is to be effective. Upon receiving such written notice from the Governmental Unit, the PACE Area Administrator shall give written notice thereof to the PACE Project Administrator at least 30 calendar days before the termination or suspension is to become effective.

Capital Providers

Capital providers (or their designated transferee(s)) purchase bonds or notes issued by the Authority and provide or arrange any related interim financing by warehouse funds prior to the issuance of such bonds or notes, in each case to fund PACE Projects approved under the IFA PACE Program.

Capital providers must be institutional “accredited investors” (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended) or “qualified institutional buyers” (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended).

To be an approved capital provider of the IFA PACE Program, Members of the Authority consider and approve authorizing resolutions in meetings conducted in accordance with the Open Meetings Act. Each authorizing resolution of the Authority for the purchase of bonds or notes by a capital provider or its designated transferee(s) remains in effect for up to three years following the date of adoption to ensure efficient and timely funding of PACE Projects, consistent with market expectations. Interested capital providers should contact Authority staff.

A list of approved capital providers is posted on the following website: www.IFApace.com.

Marketing and Education

Given the statewide, open market architecture of the IFA PACE Program, it is anticipated that PACE Project Administrators will conduct marketing on behalf of the IFA PACE Program in their target markets to originate and fund PACE Projects for their own account or the account of others of their choosing. All marketing materials used by PACE Program Administrators in connection with the IFA PACE Program must acknowledge that its services are offered through, or in association with, the Governmental Unit and the Authority (and upon request by the Authority, the C-PACE Open Market Initiative).

The Authority and PACE Area Administrator endeavor to provide technical assistance with respect to the marketing of the IFA PACE Program and educating the community regarding the financing and administration of PACE Projects, as may be reasonably requested by the Governmental Unit and its residents, taxpayers, and other interested persons from time to time. The Authority has posted education materials and contact information on the following website: www.IFApace.com.

Supplemental information regarding resources available to record owners subjecting properties to the IFA PACE Program by Federal or State agencies, including without limitation, the U.S. Department of Energy, the U.S. Department of Housing and Urban Development, the U.S. Department of the Treasury, the Illinois Department of Commerce and Economic Opportunity, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, regional councils, or economic development corporations may be published from time to time in the PACE Handbook.

Eligibility

Any financing or refinancing, or interim financing, of a PACE Project approved under the IFA PACE Program must be accompanied by a written opinion from a nationally recognized municipal bond counsel in form and substance acceptable to the Authority.

Eligible Improvements

Each type of improvement as prescribed in the PACE Act qualifies for financing or refinancing, or interim financing, under the IFA PACE Program.

Any of the following types of improvements qualify as PACE Projects under the PACE Act:

- Alternative energy improvements (i.e., electric vehicle charging stations)
- Energy efficiency improvements
- Renewable energy improvements
- Resiliency improvements
- Water use improvements

Pursuant to the PACE Act, the Governmental Unit may exercise discretion to make eligible any energy efficiency improvement, resiliency improvement, or water use improvement that is intended as a utility or other cost-savings measure but is not otherwise specifically enumerated in the PACE Act.

All eligible improvements must be affixed to an eligible property.

Eligible Properties

Each type of property as prescribed in the PACE Act qualifies for financing or refinancing, or interim financing, under the IFA PACE Program.

Any of the following types of privately-owned properties located in the PACE Area qualifies for financing or refinancing under the PACE Act:

- Commercial
- Industrial
- Non-residential agricultural
- Multi-family (of 5 or more units)
- Any property owned by a not-for-profit entity

Eligible Use of Proceeds

The amount of any financing or refinancing, or interim financing, of a PACE Project approved under the IFA PACE Program may include any and all of the following: the cost of materials and labor necessary for acquisition, construction, installation, or modification of the PACE Project, permit fees, inspection fees, application and administrative fees, financing fees, reserves, capitalized interest, costs of billing the assessment, and all other fees, costs, and expenses that may be incurred by the record owner pursuant to the acquisition, construction, installation, or modification of the PACE Project, and the costs of issuance of bonds or notes issued by the Authority on a specific or pro rata basis, as determined by the Governmental Unit, as evidenced by its execution of the assessment contract, and may also include a prepayment premium.

While records owners and PACE Project Administrators may choose any licensed contractor or contractors, each licensed contractor must sign a written acknowledgement that the applicable PACE Project Administrator will not authorize final payment to the contractor or contractors until the Governmental Unit has received the Completion Certificate from the record owner that the PACE Project was properly acquired, constructed, installed, or modified and is operating as intended; provided, however, that the contractor or contractors retain all legal rights and remedies in the event there is a disagreement with the record owner. The PACE Project Administrator is authorized to receive such Completion Certificate on behalf of the Governmental Unit. The Completion Certificate shall be in substantially the form attached to the PACE Handbook.

Quality Assurance and Antifraud

Quality assurance protocols serve to prevent improper or low-quality construction, installation, or modification of PACE Projects and protect against fraud and abuse of the IFA PACE Program.

All work requiring a license under any applicable law to acquire, construct, install, or modify a PACE Project shall be performed by a licensed contractor that has agreed to adhere to a set of

terms and conditions through a process established by the applicable PACE Project Administrator.

Each PACE Project Administrator shall institute quality assurance protocols. Despite the presence of these protocols and procedures, responsibility for the successful operation of any PACE Project is that of the record owner and its registered professionals. None of the Governmental Unit, the Authority, the PACE Area Administrator, the PACE Project Administrator, capital provider, trustee, servicer, or any of their respective directors, managers, officers, employees, advisors, or agents shall have any liability for the acquisition, construction, installation, modification, and operation of any eligible PACE Project.

Program Underwriting Guidelines

Each PACE Project Administrator is likely to have underwriting requirements separate and apart from the underwriting guidelines prescribed by the IFA PACE Program. At a minimum, each PACE Project Administrator shall determine that a PACE Project meets the following program underwriting guidelines, in addition to those guidelines prescribed in the PACE Handbook and the PACE Act, which will be evidenced by the Compliance Certificate described hereafter. At no time will the PACE Area Administrator be a party to negotiations of any proposed financing and assessment between a record owner and the PACE Project Administrator.

Record Owners

In addition to the eligibility requirements described herein, a record owner must be current on all mortgage debt on the applicable property and the record owner must not have filed for bankruptcy in the last two years.

Properties/Assets

Pursuant to the PACE Act, the following characteristics disqualify any eligible property from participating in the IFA PACE Program:

- Any delinquent taxes, special assessments, or water or sewer charges on the property; or
- Any delinquent assessments on the property under a property assessed clean energy program; or
- Any notices of default or other evidence of property-based debt delinquency have been recorded and not cured; or
- The property is an asset in a current bankruptcy proceeding.

Each PACE Project Administrator must have further received evidence of whether there are any involuntary liens on the applicable property, including, but not limited to, construction or mechanics liens, *lis pendens* or judgments against the record owner, environmental proceedings, or eminent domain proceedings. PACE Project Administrators and capital providers (or their designated transferee(s)) have discretion to evaluate the risk, if any, such involuntary liens pose to the financing and assessment of the applicable PACE Project.

Senior Lender Consent

Each record owner shall provide to the mortgage holders of any existing mortgages encumbering or otherwise secured by the applicable property a notice of the record owner's intent to enter into an assessment contract with the Governmental Unit, together with the maximum principal amount to be financed or refinanced and the maximum annual assessment necessary to repay that amount, along with an additional request that the mortgage holders of any existing mortgages consent to the record owner subjecting the property to the IFA PACE Program. The Governmental Unit or applicable PACE Project Administrator shall be provided with a copy or other proof of those notices and the written consent of the mortgage holder for the record owner enter into the assessment contract which acknowledges that (i) the existing mortgage or mortgages for which the consent was received will be subordinate to the assessment contract and the lien created thereby and (ii) the Governmental Unit and its permitted assignees can foreclose the property if the assessment is not paid.

Maximum Assessment Amount/Lien-to-Value

The aggregate amount that may be financed or refinanced, or interim financed, under one or more assessment contracts for any property located in the PACE Area must not exceed 25% of the value of the property as further described below under the caption "Property Valuation" and in accordance with guidelines set forth in the PACE Handbook.

Useful Life

The term of an assessment shall not exceed the useful life of the PACE Project financed or refinanced under an assessment contract. For any assessment contract financing or refinancing multiple improvements or multiple PACE Projects with varying useful lives, the term of an assessment shall not exceed the longest useful life of any singular improvement or PACE Project. The expected useful life of each improvement or PACE Project shall be determined by the PACE Project Administrator based on industry standards and manufacturers' warranties.

Repayment Periods/Maturity

Under the IFA PACE Program, the term of an assessment cannot exceed 40 years. In addition, pursuant to the Authority Act, the final maturity of any bonds or notes issued by the Authority cannot exceed 40 years.

Interest Rates

The interest rate or rates that will be charged pursuant to any assessment contract will be determined by negotiation between a record owner and the PACE Project Administrator. Interest rates are typically fixed for the term of the assessment contract. There is no prohibition under the PACE Act or the IFA PACE Program for an assessment contract to provide for a variable rate of interest.

Credit Enhancement

Bonds and notes issued by the Authority to fund PACE Projects shall never be general obligations of the Governmental Unit, the State, or the Authority but shall be secured by the payments under one or more assessment contracts on the respective, benefited properties located within the PACE Area and, if applicable, revenue sources or reserves established by the Authority (at the request of PACE Project Administrators) from proceeds of bonds or notes or other lawfully available funds. In addition, bonds or notes issued by the Authority may be secured by municipal bond insurance, letters of credit, or public or private guarantees or sureties as may be arranged from time to time by a PACE Project Administrator.

Program Application Process

For any record owner located in the PACE Area to obtain financing or refinancing, or interim financing, of a PACE Project, the IFA PACE Program requires a property valuation, an executed term sheet, an application that has been approved by the Authority, and a Compliance Certificate from the PACE Project Administrator. The PACE Act further requires an energy audit in certain circumstances.

Energy Audit

An evaluation of the existing water or energy use and a modeling of expected monetary savings are required for any proposed energy efficiency improvement, renewable energy improvement, or water use improvement, unless the water use improvement is undertaken to improve water quality. Record owners may work with PACE Project Administrators to satisfy this statutory requirement.

Smart Energy Design Assistance Center, an applied research program at the University of Illinois at Urbana-Champaign (“SEDAC”), provides technical assistance to help building managers, owners, and administrators make their facilities more energy efficient. SEDAC’s mission is to decrease the energy footprint of the state of Illinois and beyond. Record owners and PACE Project Administrators may select SEDAC to complete the evaluation and modeling of their respective PACE Project. More information is posted on the following website: www.smartenergy.illinois.edu.

Property Valuation

Each record owner must demonstrate the value of the applicable property for any prospective financing or refinancing, or interim financing, of a PACE Project. Such value may be determined by the greater of the following:

- the value of the property as determined by the office of the county assessor; or
- the value of the property as estimated in an appraisal report prepared or co-signed by a general real estate appraiser certified by the State.

Values determined by township assessors, multi-township assessors, county supervisors of assessments, boards of review, and boards of appeals are not specifically enumerated in the PACE Act as acceptable for any prospective financing or refinancing, or interim financing, of a

PACE Project. Each PACE Project Administrator may establish requirements for an acceptable appraisal report, including maximum terms of validity, in addition to those set forth above.

Capital Provider Term Sheet

Each record owner must have an executed term sheet with a capital provider. For any prospective PACE Project that lacks a commitment from a capital provider for financing or refinancing, record owners are encouraged to visit www.IFApace.com for a listing of approved capital providers and their respective contact information.

Authority Application

Capital providers that have executed a term sheet with a record owner must complete and apply to the Authority for the proposed financing or refinancing, or interim financing, of the PACE Project. Application forms are posted on the following website: www.IFApace.com.

The Authority generally processes applications within 10 business days following the submission of a completed application. Upon approval by the Authority, such application will be deemed approved by the PACE Area Administrator.

Compliance Certificate

The PACE Project Administrator must undertake the following actions prior to the PACE Area Administrator submitting an assessment contract and assignment agreement to an Authorized Officer for execution:

- i. make the determination that the property to be assessed is entirely within the PACE Area;
- ii. have received evidence of all the enumerated items in Section 25(c) of the PACE Act and Section 25(d) of the PACE Act; and
- iii. execute and deliver to the PACE Area Administrator a Compliance Certificate as to the matters set forth in clauses (i) and (ii) and a representation and warranty that such PACE Project Administrator is in compliance with its duties and obligations as a program administrator of the IFA PACE Program. The Compliance Certificate shall be in substantially the form attached to the PACE Handbook.

Upon receipt of the PACE Project Administrator's Compliance Certificate, the PACE Area Administrator will facilitate the execution and delivery of the applicable assessment contract and related assignment agreement by any one of the Authorized Officers. PACE Project Administrators are encouraged to provide the Governmental Unit a reasonable amount of time for such execution and delivery to occur prior to the scheduled closing of any financing or refinancing, or interim financing, of a PACE Project approved under the IFA PACE Program.

Forms of Assessment Contract and Assignment Agreement

Each assessment contract between the Governmental Unit and any record owner located in the PACE Area will be in substantially the form attached hereto as Appendix A. Each related assignment agreement between the Governmental Unit and the Authority assigning the

assessment contract to the Authority as collateral for any financing or refinancing, and interim financing, will be in substantially the form attached hereto as Appendix B.

The exhibit and schedules included with each assessment contract will reflect the actual terms and conditions governing that particular financing or refinancing and assessment as agreed between the record owner and the PACE Project Administrator. The form of the body of the assessment contract is standardized and will not be subject to change.

Each PACE Project Administrator will record or cause to be recorded each assessment contract and related assignment agreement with the applicable county clerk or county recorder in which the applicable property is located as a lien on such property, until the assessment, including any interest, penalty, and prepayment fee, is paid in full. The lien has the same priority as real estate property taxes and other special assessment liens.

Pursuant to each standardized assessment contract, each record owner agrees to indemnify, defend, protect, and hold harmless the participants in the IFA PACE Program, including the Governmental Unit, from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all out-of-pocket litigation costs and attorney's fees) and any demands of any nature related directly or indirectly to, or arising out of or in connection with (i) the record owner's participation in the IFA PACE Program, (ii) the assessment and the assessment obligations, (iii) the PACE Project, or (iv) any other fact, circumstance or event related to the subject matter of such assessment contract, regardless of whether such claims accrue before or after the date of its execution.

Plan of Finance

Execution and delivery of an assessment contract and related assignment agreement by an Authorized Officer and the satisfaction or waiver of all conditions is required to consummate any financing or refinancing, or interim financing, of a PACE Project approved under the IFA PACE Program.

Long-Term Financing

To fund a PACE Project with long-term financing, the Authority will issue bonds or notes to be purchased by a capital provider (or its designated transferee(s)).

With limited exceptions, each bond and note financing is structured as a direct purchase by the capital provider that originated the financing or refinancing of the related PACE Project (or PACE Projects in the case of pooled financings). Any transfer of bonds or notes is conditioned upon the receipt by the Authority of an investor letter substantially in the form approved by the Authority or with such changes thereto as are agreed upon by the Authority.

Record owners or PACE Project Administrator may also arrange for an underwriter or placement agent to facilitate the public offering or limited public offering of the Authority's bonds or notes to fund a PACE Project. Such financing structures in the capital markets can add legal costs due to the additional marketing documents that must be crafted to facilitate the sale of the bonds or notes to long-term investors.

Any proceeds of any bond or note issued by the Authority and used by a record owner to fund the acquisition, construction, installation, or modification of a PACE Project at closing must comply with the prevailing wage requirements and reporting obligations of the State (just as with any bond or note otherwise issued by a county or municipality).

Interim Financing

To fund a PACE Project with interim financing provided by a warehouse fund established by a capital provider, the Authority will assign the assessment contract to the applicable capital provider or its transferee as collateral for such interim financing for up to 36 months pursuant to a Master Warehouse Agreement. Upon re-assignment of the assessment contract, the Authority will issue bonds or notes to refinance any interim financing that has been provided by such warehouse fund.

Pursuant to the PACE Act, the Governmental Unit or the Authority may also establish a warehouse fund to assist record owners with the interim financing of one or more PACE Projects. Any proceeds of any warehouse fund established by the Governmental Unit or the Authority and used by a record owner to fund the acquisition, construction, installation, or modification of a PACE Project at closing must comply with the prevailing wage requirements and reporting obligations of the State.

Billing and Collecting

Assessments may be included in the regular property tax bills of the county in which a property is located or the Governmental Unit, the PACE Project Administrator, or third-party servicer may bill and collect the assessment amount.

Payment received by mail and postmarked on or before any required due date is not delinquent. From and after the due date of any installment of an assessment, an additional rate of interest of 1 1/2% per month may be imposed with respect to the delinquent amount of such installment, which shall be payable to the applicable capital provider, PACE Project Administrator, or third-party servicer as set forth in the applicable bill.

IFA Municipal Choice PACE Program

For assessments imposed by municipalities, it is anticipated that each capital provider or PACE Project Administrator will directly bill and collect assessments to record owners or indirectly bill and collect assessments through a third-party servicer to record owners. As a result, capital providers keep 100% of any default interest and always have the legal option to pursue a default remedy through either the regular county tax sale process or through an accelerated judicial foreclosure under the State's Municipal Code.

If an assessment becomes delinquent during any year, the applicable capital provider, PACE Project Administrator, or third-party servicer shall, on or before the date in such year required by the county in which the PACE area is located, make a report in writing to the general office of the county in which the applicable property subject to the assessment is situated and authorized by the general revenue laws of this State to apply for judgment and sell lands for taxes due the

county and the State, of the assessments or installments thereof the applicable capital provider, PACE Project Administrator, or third-party servicer has billed for and not received as required under the applicable bill, including any interest or penalties that may be due as set forth in the applicable assessment contract.

Such report shall be certified by the applicable capital provider, PACE Project Administrator, or third-party servicer and shall include statements that (i) the report contains true and correct list of delinquent assessments that the capital provider, PACE Project Administrator, or third-party servicer has not received as required by the applicable bill and (ii) an itemization of the amount of the delinquent assessment, including interest and penalties, if applicable. The report of the applicable capital provider, PACE Project Administrator, or third-party servicer, when so made, shall be prima facie evidence that all requirements of the law in relation to making the report have been complied with and that the assessments or the matured installments thereof, and the interest thereon, and the interest accrued on installments not yet matured, mentioned in the report, are due and unpaid.

Upon proper filing of such report, at the direction of the applicable capital provider, PACE Project Administrator, or third-party servicer, the PACE Act mandates that the county collector shall enforce the collection of the assessments in the manner provided by law.

IFA County Advantage PACE Program

For assessments imposed by counties, please refer to the PACE Handbook for any billing and collecting preferences as the county collector of the county in which the applicable property is located may elect to bill and collect assessments with the regular property tax bills of the county.

User Fees

At no time will the PACE Area Administrator be a party to negotiations of any proposed financing and assessment fees between a record owner and the PACE Project Administrator. The fees and costs described below, which may be added to the assessment, are anticipated to be in excess of the closing costs and the costs of issuance of the bonds or notes issued by the Authority, including, without limitation, bond counsel fees, PACE Project Administrator fees, capital provider fees, reserves, trustee fees, title insurance fees, capitalized interest, and prepaid servicing fees.

Governmental Unit

The PACE Ordinance prescribes the fee payable to the Governmental Unit for entering into an assessment contract with any record owner, payable on or before the closing date of any related financing or refinancing that has been approved under the IFA PACE Program, unless such fee is otherwise waived by the Governmental Unit on a case-by-case basis. The applicable PACE Project Administrator shall be responsible for collecting and remitting such fee to the Governmental Unit.

Illinois Finance Authority

The PACE Handbook prescribes the fee payable to the Authority for any financing or refinancing, or interim financing, of a PACE Project.

PACE Area Administrator

The PACE Handbook prescribes the fee payable to the PACE Area Administrator for any financing or refinancing, or interim financing, of a PACE Project.

As of the date hereof, services of the PACE Area Administrator are free of charge.

APPENDIX A

Form of Assessment Contract

THIS INSTRUMENT WAS PREPARED BY:

RETURN TO:

(THE ABOVE SPACE FOR RECORDER'S USE ONLY)

**[INSERT NAME OF VILLAGE/CITY/COUNTY/TOWN], ILLINOIS
PACE PROGRAM**

ASSESSMENT CONTRACT

THIS ASSESSMENT CONTRACT (this “Contract”), dated as of the Effective Date (as defined below), is by and between the [INSERT NAME], Illinois, a [village/city/county/town] duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “Governmental Unit”), and the person or persons as the titleholder or owner of the beneficial interest set forth on Exhibit A (the “Record Owner”) in the property described on Exhibit A (the “Property”).

RECITALS

WHEREAS, the Governmental Unit has conducted the proceedings required by Section 15 of the Property Assessed Clean Energy Act, 50 ILCS 50/1 et seq. (the “Act”), and established a property assessed clean energy program (the “PACE Program”) within the jurisdictional boundaries of the Governmental Unit (the “PACE Area”) to allow the financing or refinancing of certain “energy projects” (as defined in the Act), funded through the sale of bonds, subject to the Act or alternatively, through the sale of bonds pursuant to subsection (d) of Section 825-65 of the Illinois Finance Authority Act, 20 ILCS 3501/801-1 et seq. (the “Authority Act”) and the Act, which bonds will be secured through the levy of certain special assessments pursuant to “assessment contracts” (as defined in the Act) on property (as defined in the Act) benefitted by such energy projects;

WHEREAS, the Act provides that a “record owner” (as defined in the Act) of property within the PACE Area may apply to the Governmental Unit or its “program administrator” (as defined in the Act) to facilitate access to capital to provide funding for an energy project and that the Governmental Unit may enter into an assessment contract with a record owner of property to finance or refinance one or more energy projects on the property, which assessment contract

provides for the repayment of the financed amount of the cost of an energy project through assessments on the property benefitted;

WHEREAS, the Property is located in the PACE Area established by the Governmental Unit as of the last date entered with the signatures of the parties below (the “Effective Date”);

WHEREAS, the Record Owner has requested the Governmental Unit enter into this Contract and the Governmental Unit has verified the information required by Section 25(c) of the Act as further described herein;

WHEREAS, [INSERT NAME AND CORPORATE DESIGNATION OF PROGRAM ADMINISTRATOR], is authorized to act as a program administrator (together with any successors thereto, the “Program Administrator”) for the PACE Program as it pertains to this Contract;

WHEREAS, the Record Owner has completed an application (the “PACE Project Application”) for financing under the PACE Program (“PACE Funding”) for the energy project, including the acquisition, construction, installation, and modification thereof, described in Exhibit A (the “Project”) and has satisfied the PACE Program requirements, including without limitation, obtaining a written consent from any and all holders of mortgages recorded against the Property, and the Program Administrator has issued an approval of the Record Owner’s PACE Project Application, all in accordance with the PACE Program guidelines administered by the Program Administrator with respect to the PACE Program and in effect on the Effective Date (the “Program Guidelines”);

WHEREAS, the Program Administrator and the Record Owner may request that the Illinois Finance Authority, a body politic and corporate duly organized and validly existing under and by virtue of the laws of the State of Illinois (the “Authority”), finance or refinance the Project through the sale of bonds pursuant to subsection (d) of Section 825-65 of the Authority Act, and if applicable, that a Warehouse Fund (as defined in the Act) provide interim financing prior to the issuance of bonds by the Authority; and

WHEREAS, pursuant to the Act, the Governmental Unit and the Record Owner desire to enter into this Contract, pursuant to which the Record Owner will agree to pay the assessment in order to finance or refinance the Project and the Governmental Unit may agree to assign this Contract in furtherance of providing financing for the Project.

NOW, THEREFORE, in consideration of the foregoing and the material covenants hereinafter contained, the Record Owner and the Governmental Unit formally covenant, agree and bind themselves and their successors and assigns as follows:

AGREEMENT

Section 1. Purpose. The Record Owner and the Governmental Unit are entering into this Contract for the purpose of financing or refinancing the Project.

Section 2. The Property. This Contract relates to the Property. The Record Owner has provided to the Governmental Unit sufficient evidence that the Record Owner is the

titleholder or owner of the beneficial interest in the Property and possesses all legal authority necessary to execute this Contract.

Section 3. Assessment; Bonds; Installment; Prepayment; Collection.

(a) *The Assessment.* The Record Owner hereby freely and willingly agrees that a special assessment (the “Assessment”) in the amount specified in Schedule I (the “Assessment Amount”) shall be levied by the Governmental Unit on the Property pursuant to the Act. The Assessment Amount includes an amount to pay all or a portion of the costs of (i) the Project, (ii) the Program Fees (including costs of issuance of Bonds and, if applicable, closing under the Warehouse Fund), Capital Provider Fees and Other Fees if so specified in Schedule I, (iii) capitalized interest on Bonds or, if applicable, the Warehouse Fund, if so specified in Schedule I, and (iv) funding any required debt service reserve or other reserve, if so specified in Schedule I (collectively, the “Financing Purposes”). The Record Owner acknowledges and agrees that the Assessment Amount does not exceed the special benefit conferred on the Property by the Financing Purposes thereon.

(b) *Bonds.* The Governmental Unit hereby determines that bonds, which may be serial bonds, term bonds or both, shall be issued (i) by the Governmental Unit pursuant to the Act or (ii) upon assignment of this Contract to the Authority, by the Authority pursuant to the Authority Act, all in accordance with the Act (the “Bonds”) and shall be secured by the Assessment to pay the cost of the Financing Purposes, and that, if applicable, interim financing prior to the issuance of Bonds may be provided through a Warehouse Fund by assignment of this Contract thereto.

(c) *Interest; Assessment Installments.* Interest on the Assessment Amount shall begin to run from the date the Bonds are issued or, if applicable, interim financing from the Warehouse Fund is issued, and shall be computed at the rate specified in Schedule I. The payment of the Assessment shall be in annual installments of the Assessment Amount and the interest thereon (the “Assessment Installments”) as set forth in Schedule I.

(d) *Collection.* The annual Assessment Installment, plus the Assessment Administrative Fee (the “Annual Assessment Amount”) coming due in any year shall be payable in the same manner and at the same time and in the same installments as the general taxes on the Property are payable or as otherwise provided in Schedule I attached hereto, and have the same priority, become delinquent at the same time and in the same proportionate amounts as the general taxes on the Property, and bear the penalties and interest after delinquency as set forth in the Act. The Annual Assessment Amount may be included in the regular property tax bills of the county in which the Property is located or the Governmental Unit, the Program Administrator or another third party may bill and collect the Annual Assessment Amount. Property Owner represents that all mortgagees to the Property have, in advance of the Effective Date, been provided notice of the imposition of the Assessment and have consented to the Assessment and Annual Assessment Amount in the amounts described on Schedule I.

(e) *Assessment Administrative Fees.* In addition to the Assessment Installments, the Governmental Unit or any Assignee (as defined below) may (or may direct the Program Administrator or another third party on behalf of the Governmental Unit or any such Assignee,

as the case may be, to), in accordance with the Act, add thereto amounts in order to pay for the costs of collecting the Assessment (including any and all costs of enforcement, including foreclosure or other remedies for default on the Assessment), the administration of the Assessment, the administration of the Bonds or the Warehouse Fund, other administrative costs and any amounts the Record Owner may owe for indemnification as set forth in Section 12 hereto (the "Assessment Administrative Fee"). Schedule I shows the estimated scheduled Assessment Administrative Fees, however such estimated Assessment Administrative Fees might increase if the costs of collecting the Assessment or administering the Program increase. The Record Owner agrees to pay actual scheduled Assessment Administrative Fees, which may be higher than such estimates, as well as any other Assessment Administrative Fees.

(f) *Prepayment of the Assessment.* The Assessment Amount may be prepaid, in whole or in any amount at least equal to the minimum set forth in Schedule I, at any time upon the payment of (i) the amount of any delinquent Annual Assessment Amounts, together with any interest and penalties accrued to the date of prepayment, plus (ii) the whole or, subject to the minimum amount set forth in Schedule I, a portion of the unpaid non-delinquent Assessment Amount (the "Assessment Prepayment Amount"), plus (iii) interest on the Assessment Prepayment Amount to the redemption date occurring at least [30] days following the date the prepayment is made, plus (iv) an amount equal to the redemption premium, if any, set forth on Schedule I, plus (v) a reasonable fee, if charged by the Governmental Unit or any Assignee or the Program Administrator or another third party on its behalf, for the cost of administering the prepayment, if applicable, and the redemption of Bonds, plus (vi) any other due and outstanding or accrued Assessment Administrative Fees.

(g) *No Reduction or Offset.* The Record Owner hereby acknowledges and agrees that the Assessment will not be subject to reduction, offset or credit of any kind in the event that the Project fails to perform in any way or for any reason.

(h) *No Acceleration; Survival.* Amounts due under the Assessment will not accelerate upon a default or late payment or enforcement of remedies under this Contract and the Assessment, the lien thereof and the obligation to pay Assessment Obligations when they become due shall survive any such event and continue until paid in full.

Section 4. Record Owner's Representations and Warranties

The Record Owner represents and warrants to the Governmental Unit and each Assignee, which representations and warranties shall be true and correct as of the Effective Date and at all times thereafter as follows:

(a) *Organization and Authority.* The Record Owner, if a legal entity, is duly organized, validly existing and in good standing in the state of its organization and with authority to do business under the laws of the State of Illinois. The Record Owner has all necessary power and authority to own the Property and to conduct its business and enter into the transactions contemplated hereby. The Record Owner has the right to enter into and perform this Contract, and the execution, delivery and performance of this Contract and each and every document specified in the List of Documents contained in Exhibit A executed in connection herewith (collectively, the "Transaction Documents") have been duly authorized, executed and delivered

and constitute valid and binding obligations of the Record Owner, each enforceable in accordance with its terms, and will not violate any applicable law or result in the creation of a lien against the Property except as contemplated by this Contract.

(b) *Financial Statements.* All financial statements delivered to the Governmental Unit or the Program Administrator are true and correct, have been prepared in accordance with United States generally accepted accounting principles consistently applied, fairly represent the financial condition of the Record Owner as of the date thereof, and no material adverse change has occurred in the financial condition presented therein since such date.

(c) *No Litigation.* There are no actions, suits or proceedings pending or, to the knowledge of the Record Owner, threatened, against or affecting it or the Property which could materially adversely affect the Record Owner, its financial condition, the Property or the construction of the Project or the Record Owner's ability to satisfy its obligations under this Contract and any of the Transaction Documents, if applicable except as noted in Schedule II attached herein.

(d) *Title.* The Record Owner has good and insurable title to the Property. Except as set forth on Schedule II ("Permitted Liens"), there are no involuntary liens on the Property, including, but not limited to, construction or mechanics liens, *lis pendens* or judgments against the Record Owner, environmental proceedings, or eminent domain proceedings.

(e) *Property-Based Debt; Taxes.* The Record Owner is not in default, and has received no notices of default, under any property-based debt that has not been otherwise cured. The Record Owner is current on all mortgage debt on the Property, has not had an Insolvency Event in the last two (2) years from the Effective Date, and the Property is not the subject of any Insolvency Event. There are no delinquent taxes, special assessments, or water or sewer charges on the Property. There are no delinquent assessments on the Property in a property assessed clean energy program (including the Program).

(f) *Compliance With Laws.* The Record Owner has complied with, and will continue to comply with, all applicable statutes, regulations and ordinances in connection with the Property and construction of the Project. All permits, consents, approvals and authorizations required to be issued by any governmental body (collectively, the "Permits") necessary for (a) the construction of the Project in accordance with the plans and specifications (together, the "Plans") submitted by the Record Owner; (b) the construction, connection and operation of all utilities necessary to service the Project; and (c) the construction and use of all roadways, driveways, curb cuts and other vehicular or other access to and egress from the Project, as shown on the Plans either (i) have been obtained, are valid, are in full force and effect and have been complied with by the Record Owner in all respects; or (ii) will be obtained, will be valid, will be in full force and effect prior to the initiation of construction of the Project, and Record Owner will be in compliance therewith in all respects prior to any "permitted assignee" (as defined in the Act), including any bond trustee or "capital provider" (as defined in the Act) to which this Contract has been assigned (the "Assignee") disbursing any Bond proceeds or interim financing provided by a Warehouse Fund, if applicable. Construction of the Project in accordance with the Plans will comply with applicable zoning, use, building or other applicable codes, laws, regulations, ordinances and Permits and any restrictive covenants affecting the Property.

(g) *Approval of Plans and Budgets.* Any Plans submitted will be a true and accurate reflection of the Project (when completed) and have been approved as required by all governmental bodies or agencies having jurisdiction over the Project or will be approved prior to the first disbursement request. The budget for construction of the Project (the “Budget”) is an accurate current budget of all costs necessary to construct the Project in accordance with the Plans and is attached to the construction contract(s) to which the Record Owner is a party and described on Exhibit A pertaining to the construction and installation of the Project (the “Construction Contract”). The cost of construction of the Project is not expected to exceed the cost therefor set forth in the Budget. The Record Owner is responsible for any costs in excess of the Budget.

(h) *Contractors.* All work requiring a license under any applicable law to acquire, construct, install, or modify the Project has been and will be performed by licensed contractors that have agreed to adhere to the Governmental Unit’s or the Program Administrator’s terms and conditions. All such contractors have signed a written acknowledgment that the Governmental Unit or its Program Administrator will not authorize final payment to such contractor until the Governmental Unit or the Program Administrator has received written confirmation from the Record Owner that the Project was properly acquired, constructed, installed or modified and is operating as intended.

(i) *Mortgage Holder Consent.* The Record Owner represents and warrants that the Record Owner has (i) disclosed to the Governmental Unit or the Program Administrator, the identities of all persons, if any, that hold mortgage liens against the Property (whether recorded or unrecorded) that may be affected by the Assessment; (ii) has obtained and delivered to the Governmental Unit or the Program Administrator the written consent of all such persons to the Assessment, which consent complies with the requirements of the Act; and (iii) to the Record Owner’s knowledge, no such consent has been withdrawn or revoked.

(j) *Insurance.* The Record Owner has provided to the Governmental Unit or the Program Administrator satisfactory evidence of current insurance policies on the Property. Such policies shall meet the specifications set forth in accordance with the Program Guidelines but, notwithstanding such specifications, to the extent Bonds are issued under the Authority Act, the Authority and any Bond Trustee, and, to the extent any interim financing is provided, any Warehouse Fund shall be named as an additional insured (mortgagee/loss payee) on all insurance policies required hereunder.

(k) *PACE Project Application.* All representations, warranties, statements, exhibits, instruments and other documents contained in or included as a part of the PACE Project Application are true, correct and complete as of the Effective Date. The Project constitutes an “energy project” and the Property constitutes “property” as each term is defined in the Act.

(l) *No Impairment.* No fraud, error, omission, misrepresentation, negligence or similar occurrence with respect to the Property, Plans, Budget, Construction Contract or Project has taken place on the part of the Record Owner or any other person, including, without limitation, any appraiser, title company, closing or settlement agent, realtor, builder or developer or any other party involved in the Property, Plans, Budget, Construction Contract or Project, that would impair in any way the rights of the Governmental Unit, any Assignee or any Warehouse

Fund in the Property, Plans, Budget, Construction Contract or Project or that violated applicable law.

(m) *Environmental Matters.* Except as shown on Schedule III attached hereto (the “Environmental Schedule”), there are no underground storage tanks located on the Property; there is no past or present non-compliance with environmental laws, or with permits issued pursuant thereto, in connection with the Property (which has not been fully remediated in accordance with environmental laws); there is no environmental remediation required (or anticipated to be required) with respect to the Property; and Record Owner does not know of, and has not received, any written or oral notice or other communication from any person (including but not limited to a governmental entity) relating to hazardous substances or remediation thereof, of possible liability of any person pursuant to any environmental law, other environmental conditions in connection with the Property, or any actual or potential administrative or judicial proceedings in connection with the foregoing.

(n) *Property Value.* The aggregate amount to be financed or refinanced hereunder and any other assessment contract related to the Property does not exceed 25% in relation to the greater of (i) the value of the Property as determined by the office of the applicable county assessor; or (ii) the value of the Property as determined by an appraisal conducted by a licensed appraiser.

Section 5. Record Owner Covenants

The Record Owner hereby covenants and agrees as follows:

(a) *Maintenance of Property.* The Record Owner shall, at all times, maintain the Property and, after construction, the Project. The Record Owner shall pay when due all taxes, assessments (including the Assessment), water charges, sewer charges and all other charges levied on or against the Property, and upon written request, submit to the Governmental Unit or any Assignee or any third party acting on their behalf official receipts evidencing such payments.

(b) *Construction Start and Completion.* The Record Owner shall commence construction of the Project and shall diligently proceed with construction of the Project in accordance with the approved Plans and Budget and in a good, substantial and workmanlike manner in accordance with the Construction Contract and all applicable laws, ordinances, codes, rules and regulations. [Construction of the Project shall be completed on or prior to the Outside Completion Date as defined in Exhibit A]*.

(c) *Protection Against Liens.* Except for any Permitted Liens, the Record Owner shall promptly pay and discharge all claims for labor performed and material and services furnished in connection with construction of the Project, and take all other steps necessary to prevent the assertion of claims or liens either against the Property or the Project, other than (i) the claims and lien provided herein, (ii) liens, if any, for taxes imposed by any governmental authority not yet due or delinquent, and (iii) such other title and survey exceptions as the

* **Drafting Note:** The bracketed language can be removed for refinancings of completed Projects, or to the extent an Outside Completion Date is not required by a capital provider.

Governmental Unit (or its Assignee, as applicable) or any Assignee or any third party acting on their behalf has approved or may approve in writing in its sole discretion.

(d) *Periodic Reports/Certifications.* Upon request by the Governmental Unit or any Assignee or any third party acting on their behalf during the period construction of the Project begins on the Property until the Project has been accepted as completed pursuant to the terms of the Construction Contract, the Record Owner shall provide to the Governmental Unit or any Assignee or any third party acting on their behalf a written statement, certified as true, correct and complete, setting forth the status of the Project, including an updated schedule for completion of construction of the Project. Such certification shall be in such form and with such detail as the Governmental Unit or any Assignee or any third party acting on their behalf shall specify and may be included in completion certificate(s) as set forth in the Program Guidelines.

(e) *Notice of Claims; Adverse Matters.* The Record Owner shall promptly notify the Governmental Unit or any Assignee or any third party acting on their behalf in writing of any potential Insolvency Event and all pending or threatened litigation or other matters that may materially and adversely affect the Property or Record Owner's ability to meet its obligations under the Transaction Documents or otherwise with respect to the Financing Purposes. "Insolvency Event" shall mean the Record Owner has (i) consented to the appointment of a conservator or receiver or liquidator in any insolvency, bankruptcy, readjustment of debt, marshalling of assets and liabilities or similar proceeding relating to the Record Owner or relating to all or substantially all of such Record Owner's property, (ii) failed to pay its debts as they become due and such failure has not been cured within thirty (30) days of the event; (iii) admitted in writing its inability to pay its debts as they become due, (iv) filed a petition to take advantage of any applicable insolvency or reorganization statute, (v) made an assignment for the benefit of its creditors, (vi) filed against it a petition for involuntary bankruptcy or some other involuntary insolvency proceeding which is not dismissed within thirty (30) days, or (vii) voluntarily suspended payment of its obligations.

(f) *Waiver and Release of Claims Against Governmental Unit, the Program Administrator, the Authority and Related Parties.* For and in consideration of the Governmental Unit's execution and delivery of this Contract and the Authority and, if applicable, the Warehouse Fund providing capital to finance the Project, Record Owner (for itself and for any successor-in-interest to the Property and for anyone claiming by, through or under Record Owner, including without limitation, heirs, personal representatives, mortgagees and transferees), hereby waive the right to recover from the Governmental Unit, the Authority, the Warehouse Fund, any other Assignee, the Program Administrator and another third party acting on behalf of the Governmental Unit, the Authority, the Warehouse Fund and any other Assignee, any owner of the Bonds, any bond trustee, any placement agent and any and all members, officers, officials, agents, employees, attorneys and representatives of any of them, as well as their successors and assigns (collectively, the "Financing Parties"), and fully and irrevocably release the Financing Parties from, any and all claims, obligations, liabilities, causes of action, set-offs or damages (including attorneys' fees and court costs), that Record Owner may now have or hereafter acquire against any of the Financing Parties and accruing from or related to (i) this Contract, (ii) the disbursement of Bond proceeds or interim financing provided by a Warehouse Fund, if applicable, (iii) the levy and collection of the Assessment, (iv) the imposition of the lien of the Assessment, (v) the performance of the Project, (vi) the Project, (vii) any damage to or

diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings, energy production, water conservation or other performance outcomes resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including, without limitation, any Construction Contract, and (xiii) any other matter with respect to the PACE Program (collectively, the “Liabilities”).

This release includes claims, obligations, liabilities, causes of action and damages of which the Record Owner is not presently aware or which the Record Owner does not suspect to exist which, if known by the Record Owner, would materially affect Record Owner’s release of the Financing Parties. Notwithstanding the foregoing, Record Owner’s releases under this Section shall not extend to Liabilities arising from any Financing Parties willful misconduct. The Record Owner acknowledges that the Financing Parties established the PACE Program solely for the purpose of facilitating financing of energy projects arranged by owners of commercial property located in the PACE Area. The Financing Parties are not responsible for the selection, management and/or supervision of the Project, the Project’s performance, the Construction Contracts or any assumed performance guaranty. Any issues related to performance of the Project should be discussed with chosen contractors, installers, manufacturers and/or distributors involved with the Project. The waivers and releases by Record Owner contained in this Section shall survive the disbursement of any Bond proceeds, interim financing provided by a Warehouse Fund, if applicable, or any portion thereof, the transfer or sale of the Property by Record Owner and the termination of this Contract.

Notwithstanding the foregoing or anything to the contrary contained in this Contract, the waiver and release provided for in this Section shall not bar the Record Owner, its successors-in-interest to the Property, from bringing an equitable action against the Governmental Unit for specific performance of its duties and obligations under this Contract, or to enjoin or prevent the violation of this Contract thereby, it being understood and agreed, however, that the Financing Parties shall not be liable for money damages or costs of such equitable proceeding except insofar and to the extent such Liabilities arise from their willful misconduct.

(g) *Energy Assessment.*

(i) To the extent the Project consists of an energy efficiency improvement, renewable energy improvement or water use improvement (each as defined in the Act, and except for a water use improvement that is undertaken for water quality), the Record Owner must obtain an assessment and analysis of the energy and/or water conservation impacts for the Project, as applicable (an “Energy Assessment”). The Energy Assessment must assess the existing water and/or energy use of relevant systems, or code baseline usage in the case of new construction and include a modeling of expected monetary savings to be achieved by the Project. To implement this provision, the Record Owner shall obtain an Energy Assessment from a qualified provider approved by the Program Administrator. The cost of the Energy Assessment, as well as the cost of any other third-

party review of the Energy Assessment, may be included in the Assessment Amount (defined in Schedule I).

(ii) Upon completion of the Project, the Record Owner shall submit a post-construction report to the Governmental Unit or the Program Administrator in a form provided by the Program Administrator. This report shall contain:

(1) A statement that Project has been completed in accordance with the Plans and the Transaction Documents, and that the systems are performing as expected; and

(2) Identification and discussion of any substitutions, compromises, or variances between the final Plans and Transaction Documents with the as-built conditions of the Project.

(h) *Property Transfers.* The Record Owner covenants that it will provide the Governmental Unit, any Assignee, the Program Administrator and the capital provider notice of any sale or transfer of interest to fee title in the Property after the Effective Date concurrently with such transfer or sale, and no later than three (3) business days thereafter.

Section 6. Lien; Foreclosure.

(a) *Lien.* The Assessment, in the amount of the Assessment Amount, the interest thereon, the Assessment Administrative Fees, any other amounts due and payable by the Record Owner under this Contract and the Act, and any interest and penalties allowable on any past-due amounts thereof and any indemnification and reimbursement obligations (collectively, the “Assessment Obligations”), shall constitute a lien against the Property until it is paid, which lien shall be coequal to and independent of the lien for general taxes.

(b) *Foreclosure.* The Record Owner acknowledges and agrees that if any portion of the Assessment Obligations is not paid when due, the Governmental Unit shall have all rights and remedies for such non-payment as it does with respect to delinquent property taxes and other delinquent special assessments as set forth in Article 9 of the Illinois Municipal Code, including the lien, sale, and foreclosure remedies described in that Article (“Enforcement Remedy”). Any Assignee shall have and possess the delegable powers and rights at law or in equity as the Governmental Unit would have with respect to an Enforcement Remedy with regard to (i) the precedence and priority of liens evidenced by this Contract, (ii) the accrual of interest, and (iii) the fees and expenses of collection, and shall have the right to enforce such liens through an Enforcement Remedy. The Record Owner acknowledges that the Assignee may obligate itself, through a covenant with the owners of the Bonds, to exercise an Enforcement Remedy with respect to enforcement of delinquent Assessment Obligations under circumstances specified in such covenant.

Section 7. Financing or Refinancing of the Project. The parties hereby agree that the net proceeds of the Bonds or interim financing provided by a Warehouse Fund, if applicable, allocable to the Assessment shall be used to finance or refinance the Project.

Section 8. Term; Contract Runs with the Land; Division.

(a) Except as otherwise set forth in this Contract, this Contract shall expire upon the final payment or prepayment of the Assessment.

(b) This Contract establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land.

(c) The obligation to pay the Assessment Obligations is an obligation of the Property and no agreement or action of the Record Owner shall be competent to impair in any way the rights of the Governmental Unit or the Program Administrator or the rights of any Assignee, including, but not limited to, the right to pursue judicial foreclosure of the Assessment lien or the right to enforce the collection of the Assessment Obligations or any installment thereof against the Property.

(d) In the event the Property is divided while the Assessment remains unpaid, the unpaid installments of the Assessment Obligations shall be segregated and apportioned by the Governmental Unit or the Assignee or the Program Administrator or a third party acting on its behalf in accordance with a method selected by it in its good faith judgment.

Section 9. Recordation of Documents. The Governmental Unit or the Assignee or the Program Administrator or other third party acting on its behalf shall record or cause to be recorded in the office of the County Recorder this Contract and any other documents required by applicable law or any Assignee to be recorded.

Section 10. Notice. The Record Owner shall provide written notice to any subsequent purchaser of the Property, or a portion thereof, of the obligation to pay the Assessment.

Section 11. Waivers, Acknowledgment and Contract.

(a) Since the Assessment is voluntary and imposed, in accordance with the Act, pursuant to this Contract, the Record Owner hereby waives any requirements otherwise applicable to special assessments under any other provision of Illinois law, for notice or public hearing.

(b) The Record Owner hereby waives its right to appeal or contest the Assessment or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of the proceedings of the Governmental Unit undertaken in connection with the PACE Program. The Record Owner hereby agrees that the Record Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Project. The Record Owner hereby acknowledges that the Record Owner and its successors in interest to fee title in the Property will be responsible for payment of the Assessment regardless of whether the Project is properly installed, operated, maintained or performs as expected.

(c) The Record Owner hereby agrees that the Governmental Unit is entering into this Contract solely for the purpose of assisting the Record Owner with the financing or refinancing of the Project, and that neither the Governmental Unit, any Assignee, the Program Administrator nor any third party acting on its behalf has any responsibility of any kind for, and shall have no

liability arising out of, the installation, operation, financing, refinancing, maintenance or performance of the Project. The Record Owner hereby certifies to the Governmental Unit that the Governmental Unit has complied with the provisions of Section 25 of the Act. The Record Owner hereby waives the right to recover from and fully and irrevocably releases the Financing Parties from any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), relating to the subject matter of this Contract that the Record Owner may now have or hereafter acquire against the Financing Parties.

Section 12. Indemnification.

(a) The Record Owner agrees to indemnify, defend, protect, and hold harmless the Financing Parties from and against all losses, Liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all out-of-pocket litigation costs and attorney's fees) and any demands of any nature (collectively "Claims") related directly or indirectly to, or arising out of or in connection with (i) the Record Owner's participation in the PACE Program, (ii) the Assessment and the Assessment Obligations, (iii) the Project, or (iv) any other fact, circumstance or event related to the subject matter of this Contract, regardless of whether such Claims accrue before or after the Effective Date.

(b) The provisions of this Section shall survive the termination of this Contract and payment in full of the Assessment Obligations.

Section 13. Right to Inspect Property. The Record Owner hereby grants the Governmental Unit or any Assignee, the Program Administrator or any third party acting on its behalf, or any owner of the Bonds or any third party acting on its behalf, and their respective agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Project. The Record Owner further hereby grants such persons the right to examine and copy any documentation relating to the Project.

Section 14. PACE Project Application. The Record Owner hereby represents and warrants to the Governmental Unit, each Assignee and the Program Administrator, that the information set forth in the PACE Project Application submitted to the Governmental Unit or the Program Administrator in connection with its request for PACE Funding is true and correct as of the Effective Date, and that the representations set forth in the PACE Project Application with respect to the Property and the Record Owner are true and correct as of the Effective Date as if made on the Effective Date.

Section 15. Amendment. This Contract may be modified or amended only by the written agreement of the Governmental Unit (or its Assignee, as applicable) and the Record Owner and the consent of the Assignee, if any.

Section 16. Binding Effect; Assignment. This Contract inures to the benefit of and is binding upon the Governmental Unit and the Record Owner and its respective successors and assigns. The Governmental Unit has the right to assign any or all of its rights and obligations under this Contract without the consent of the Record Owner. Each of the Authority (either

directly or via an intermediate assignment), any bond trustee (either directly or via an intermediate assignment), the Warehouse Fund or any other Assignee shall be a “permitted assignee” (as defined in the Act) for any purpose hereunder.

Section 17. Exhibits. Exhibit A, Schedule I, Schedule II and Schedule III attached to this Contract are incorporated into this Contract by this reference as if set forth in their entirety in this Contract.

Section 18. Severability. If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Contract.

Section 19. Corrective Instruments. The Governmental Unit (or its Assignee, as applicable) and the Record Owner, with the consent of the Assignee, if any, shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Contract; provided, however, the prior written consent of the Authority shall be obtained in connection with any such amendment or supplement if Bonds are issued through the Authority, pursuant to subsection (d) of Section 825-65 of the Authority Act; provided, further, however, if applicable, the prior written consent of the Warehouse Fund shall be obtained in connection with any such amendment or supplement if funding by the Warehouse Fund is outstanding.

Section 20. Governing Law: Venue. This Contract shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and performed in the State of Illinois. This Contract shall be enforceable in the State of Illinois, and any action arising hereunder shall (unless waived by the Governmental Unit in writing) be filed and maintained in the Circuit Court of [INSERT GOVERNMENTAL UNIT’S PREFERRED COUNTY] County; provided, however, that if Bonds are issued through the Authority, such action shall be filed and maintained in the Circuit Court of Cook County; provided, however, that actions to foreclose delinquent installments of the Assessment shall be filed and maintained in the Circuit Court of the County identified in Exhibit A.

Section 21. Counterparts. This Contract may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 22. Electronic Signatures.

(a) The parties hereto acknowledge and agree that this Contract may be executed by one or more electronic means (“Electronic Signatures”). Each party hereto agrees that Electronic Signatures provided by such party shall constitute effective execution and delivery of this Contract by such party to all other parties to or relying on this Contract. Each party hereto agrees that Electronic Signatures shall constitute complete and satisfactory evidence of the intent of such party to be bound by those signatures and by the terms and conditions of this Contract as signed. Each party hereto agrees that Electronic Signatures shall be deemed to be original signatures for all purposes.

(b) Each party hereto agrees to accept Electronic Signatures provided by any and all other parties to this Contract as (i) full and sufficient intent by such parties to be bound hereunder, (ii) effective execution and delivery of this Contract, and (iii) constituting this Contract an original for all purposes, without the necessity for any manually signed copies to be provided, maintained or to exist for back up or for any other purpose.

(c) If Electronic Signatures are used to execute this Contract, each party hereto hereby accepts the terms of, and intends and does sign, this Contract by its Electronic Signature hereto.

Section 23. Transaction Documents.

(a) The Record Owner acknowledges and agrees that the entire agreement between Record Owner and the Governmental Unit includes the Transaction Documents.

(b) By executing this Contract, the Record Owner acknowledges and agrees that:

(i) The Record Owner has had sufficient time to review and has reviewed each of the Transaction Documents and has had the opportunity to ask any questions of the Governmental Unit, the Program Administrator, or the Assignee that Record Owner may have regarding such Transaction Documents;

(ii) The Record Owner acknowledges receipt of and has reviewed, understands and agrees to each and every additional requirement and term contained in the Program Guidelines; and

(iii) The Record Owner has reviewed, understands, agrees to and affirms each and every representation and warranty contained in the Record Owner's PACE Application and the Program Guidelines.

Section 24. Execution and Return of Contract. The Record Owner must execute and return this Contract to the Governmental Unit or the Program Administrator at the address set forth in the "Notice Information" section of Exhibit A so that it is received by the Governmental Unit or the Program Administrator not later than the expiration date set forth on Exhibit A. If the Record Owner fails to return this Contract so executed to the Governmental Unit or the Program Administrator by the expiration date, the Governmental Unit reserves the right to require the Record Owner to enter into a new Contract. The signature of each person signing as or on behalf of the Record Owner must be notarized by a duly licensed notary unless executed by Electronic Signatures.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Governmental Unit and the Record Owner have caused this Contract to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

Record Owner:

[INSERT FORMAL NAME OF RECORD OWNER]

By:

Name: _____

Title: _____

STATE OF _____)

)
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, the _____ of _____, a _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument, pursuant to authority given by said _____, as _____ own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of _____, _____.

Notary Public

My Commission Expires: (SEAL)

IN WITNESS WHEREOF, the Governmental Unit and the Record Owner have caused this Contract to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

Governmental Unit: Authorized
Signatory

Name (*Please Print*)

Signature

Date of Execution

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, the _____ of the Governmental Unit, a [village/city/county/town] duly organized and validly existing under the Constitution and the laws of the State of Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument, pursuant to authority given by said municipal corporation, as _____ own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of _____, _____.

Notary Public

My Commission Expires: (SEAL)

EXHIBIT A

**RECORD OWNER, DESCRIPTION OF PROPERTY, DESCRIPTION OF PROJECT,
TRANSACTION DOCUMENTS, OUTSIDE COMPLETION DATE, IDENTIFICATION
OF CIRCUIT COURT, NOTICE INFORMATION AND EXPIRATION DATE**

Record Owner: [INSERT FORMAL NAME OF RECORD OWNER]

Description of Property:

[INSERT COMMON PROPERTY STREET ADDRESS]

PINS: [TO BE COMPLETED]

County: [INSERT COUNTY IN WHICH PROPERTY IS LOCATED]

Description of Project:

The Project consists of the following (check all that apply):

___ Energy Efficiency Improvement

_____ Alternative Energy Improvement

___ Water Use Improvement

_____ Renewable Energy Improvement

___ Resiliency Improvement

Transaction Documents:

[To be Completed]

Outside Completion Date: [To be inserted]

Identification of Circuit Court for Foreclosure Actions:

Expiration Date: [___]

Notice Information:

If to PACE Program:

With a copy to

If to Record Owner:

With a copy to

Legal Description:

[INSERT FORMAL PROPERTY LEGAL DESCRIPTION]

SCHEDULE I

TERMS OF ASSESSMENT AND SCHEDULE OF ANNUAL ASSESSMENT AMOUNTS, INCLUDING PRINCIPAL, INTEREST AND ESTIMATED ASSESSMENT ADMINISTRATIVE FEES

Terms of the Assessment

Closing Date: [_____]

Redemption Dates: [June 1 and December 1]

Interest Rate: [_____]

Term: [_____]

Prepayment: The Assessment may be prepaid, in whole or in part, as described in Section 3(f) of this Contract and as set forth below:

(i) In the event the Project is completed and the full amount of the Assessment was not utilized to complete the Project such that there are excess proceeds on deposit with respect to the Project remaining after such completion of the Project, then, such excess funds shall be applied as a prepayment of the Assessment and, if applicable, the Bonds shall be redeemed in accordance with the applicable Bond documents. Such prepayment shall not reduce the amount of the Annual Assessment Installments as set forth in Schedule I attached hereto except for the last Annual Assessment Installments to the extent necessary to reflect the application of such prepayment to such last installments. Notwithstanding anything to the contrary contained in this Contract or any of the exhibits or schedules to this Contract, the payment of such excess funds as provided in the first sentence of this clause (i) shall not be subject to any of the requirements of Section 3(f) of this Contract, and it shall not be required that any such payment be made on any particular date, any such payment be subject to a minimum amount or the Minimum Prepayment Amount, or that there be any Redemption Premium paid in connection therewith, as a result thereof or as a condition thereto.

(ii) In the event the Record Owner makes a Prepayment of the Assessment and the Property constitutes more than one parcel (i.e., more than one PINs), the Program Administrator in consultation with the Governmental Unit shall have the right to apply the Assessment Prepayment Amount to one or more of such parcels as determined by the Program Administrator and the Governmental Unit in their sole and absolute discretion such that the Assessment Amount with respect to the parcel or parcels to which the Program Administrator in consultation with the Governmental Unit applies the Assessment Prepayment Amount shall be reduced by the portion of the Assessment Prepayment Amount applied to such parcel or parcels.

Minimum Prepayment Amount: \$[_____]

Redemption Terms:

<u>Prepayment Date</u>	<u>[Redemption] Premium</u>

The Assessment

Annual Assessment Amount: The “Annual Assessment Amount” is the Assessment Installment and Assessment Administrative Fees collectible under this Contract in a given calendar year, and as estimated pursuant to the Schedule of Annual Assessment Amounts below.

Assessment Administrative Fees: The “Assessment Administrative Fees” means, as set forth in Section 3(e) of this Contract, all amounts necessary in order to pay for the costs of collecting the Assessment (including any and all costs of enforcement, including foreclosure or other remedies for default on the Assessment), the administration of the Assessment, the administration of the Bonds or the Warehouse Fund, other administrative costs and any amounts the Record Owner may owe for indemnification as set forth in Section 12 hereto.

Assessment Amount: The initial amount of the Assessment (the “Assessment Amount”) that is the total of all costs, fees, and expenses eligible for financing, as set forth in the chart below and described as follows: the cost of the Project (“Project Cost”), including the cost of materials and labor necessary for installation, permit fees, inspection fees, and other eligible costs, fees and expenses related to the acquisition, construction, installation, or modification of the Project; program administrative fees (“Program Fees), including the costs and fees of the Program or other fees that may be charged to the Record Owner in connection with the application for PACE Funding, the execution of this Contract, the costs of issuance of Bonds by the Governmental Unit or the Authority and the provision of interim financing by the Warehouse Fund; other third-party fees, costs, and expenses (“Other Fees”) that may be incurred by or charged to the Record Owner in connection with the execution of this Contract, the issuance of Bonds and the provision of interim financing, including property specific legal reviews and recording fees; prepaid interest that is capitalized (“Capitalized Interest”); a debt service reserve, if required (“Debt Service Reserve”); and any fees charged by any capital provider purchasing the Bonds upon issuance and Warehouse Fund (“Capital Provider Fees).

Project Cost	\$[_____]
Program Fees	\$[_____]
Other Fees	\$[_____]
Capitalized Interest	\$[_____]
Debt Service Reserve (if required)	\$[_____]
Capital Provider Fees	\$[_____]
Assessment Amount	\$[_____]

[The Assessment shall be allocated among the PINs in the [years and] amounts as set forth

below][in an amendment to this Schedule I which shall be executed when the Bonds are issued or interim financing is provided].² Record Owner consents and agrees to the allocation of the Assessment as set forth below and further agrees that Record Owner shall not have the right to subdivide any parcels of the Property, whether identified by PIN herein or otherwise, without first either (a) prepaying the Assessment in full in accordance with the terms of this Contract, or (b) obtaining the prior written consent of the owners of the Bonds or the Warehouse Fund, as the case may be, which consent may be withheld in their sole and absolute discretion.

Assessment Installment: Each “Assessment Installment” is the annual amount of the Assessment Amount and the interest thereon due under this Contract as further set forth in the Schedule of Annual Assessment Amounts below.

Assessment Obligations: The “Assessment Obligations” include the Assessment Amount, any Assessment Administrative Fees, all Assessment Installments, any interest and penalties allowable on due but unpaid Annual Assessment Amounts, and any other amounts due and payable by the Record Owner under this Contract.

Schedule of Annual Assessment Amounts: The anticipated schedule of Annual Assessment Amounts due under this Contract is set forth below.

² **Drafting Note:** This bracketed language, or a variation thereof, should be used for Properties comprised of more than one tax parcel or PIN, and should be deleted for Properties comprised of only one tax parcel.

Percentage of Project Installed: []%
Assessment Amount: \$[]³

[illegible]

*Subject to change as set forth in Section 3(e) of this Contract.

³ **Drafting Note:** This table should be repeated for multi-PIN or tax parcel properties. It may be removed for single-Pin or tax parcel properties.

SCHEDULE II

DISCLOSURES AND EXCEPTIONS; PERMITTED LIENS

[TO BE COMPLETED BY RECORD OWNER, IF ANY]

SCHEDULE III
ENVIRONMENTAL SCHEDULE

[TO BE COMPLETED BY RECORD OWNER, IF ANY]

APPENDIX B

Form of Assignment Agreement

(THE ABOVE SPACE FOR RECORDER'S USE
ONLY)

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “**IFA Assignment**”) is made and entered into effective as of [INSERT DATE], 20[___] (the “**Effective Date**”), by and between [INSERT NAME OF GOVERNMENTAL UNIT], a [village/city/county/town] duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “**Governmental Unit**”) and the ILLINOIS FINANCE AUTHORITY, a body politic and corporate created and existing under and by virtue of the laws of the State of Illinois (along with its successors and assigns, the “**Authority**,” and, together with the Governmental Unit, each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, [Insert Name of Property Owner], a [Insert Corporate Designation] (the “**Property Owner**”) is the owner of certain real property located at [Insert Street Address of Property] (“**Property**”).

WHEREAS, the Property Owner has applied to the Governmental Unit for assistance in financing or refinancing a certain “energy project” (as defined in the Property Assessed Clean Energy Act, 50 ILCS 50/1 et seq., as amended (the “**PACE Act**”)) at the Property (the “**Project**”).

WHEREAS, [INSERT NAME OF PROGRAM ADMINISTRATOR], a [INSERT CORPORATE DESIGNATION], is authorized to act as a program administrator (together with any successors thereto, the “**Program Administrator**”) to administer its property assessed clean energy program (the “**PACE Program**”) within its jurisdictional boundaries (the “**PACE Area**”).

WHEREAS, to finance or refinance the Project, the Governmental Unit and the Property Owner have entered into that certain Assessment Contract dated as of [INSERT DATE], 20[___]

(“**PACE Contract**”) pursuant to which, *inter alia*, (i) the Governmental Unit, through the Program Administrator, has agreed to arrange financing for the Project through the issuance of bonds, (ii) the Property Owner has agreed to repay such financing by consenting to the imposition of an annual assessment on the Property payable in installments (“**Assessment Installments**”), and has agreed to pay certain administrative expenses (“**Assessment Administrative Fees**”), (iii) the Property Owner has consented to the assignment of the PACE Contract to secure any bonds issued to finance the Project, and (iv) the Governmental Unit has agreed to impose such assessment and to direct that the Assessment Installments be paid directly to the Governmental Unit or its designee.

WHEREAS, the Governmental Unit and the Property Owner have requested that the Authority provide financing for the Project, and the Authority has agreed to provide such financing by issuing revenue bonds secured by the PACE Contract (the “**Bonds**”) pursuant to a Master Indenture (the “**Indenture**”) dated as of [] among the Authority, [INSERT NAME OF BANK], as trustee (the “**Trustee**”) and [INSERT NAME OF CAPITAL PROVIDER] (the “**Capital Provider**”) and lend the proceeds of such Bonds to the Property Owner in one or more advances to pay, or to reimburse the Property Owner for payment of, the costs of the Project, subject to the terms and conditions contained in the PACE Contract and the Indenture, and as authorized pursuant to [Resolution] (the “**PACE Bond Resolution**”) of the Authority authorizing the sale of Bonds to the Capital Provider or its Designated Transferee as defined in the Indenture.

WHEREAS, interim financing through a warehouse fund to be provided by the Capital Provider or the Authority (the “**Interim Financing**”) may be utilized prior to the issuance of the Bonds, and the Authority has approved the use of interim financing pursuant to Resolution No. 2019-0910-CF08.

WHEREAS, as one condition, among others, to issuing the Bonds and, if applicable, utilizing Interim Financing, and lending the proceeds thereof, the Authority requires the Governmental Unit to assign, and the Governmental Unit wishes to assign, all of its rights, title and interest (reserving to itself only the “Reserved Rights” specified herein) in the PACE Contract, including the right to receive Assessment Installments and Assessment Administrative Fees from the Property Owner, to the Authority, subject to and upon the terms and conditions set forth herein, and the Property Owner has consented to such pledge and assignment.

WHEREAS, one condition among others to any Interim Financing provided by the Capital Provider, if applicable, is for the Authority to assign to the Capital Provider its rights, title and interest, other than Reserved Rights, in the PACE Contract until such time as the Bonds are issued.

WHEREAS, pursuant to the Indenture, as security for the Bonds, the Authority will pledge and assign to the Trustee all of its right, title and interest in and to the PACE Contract (other than certain “Authority Reserved Rights” as defined therein), including the right to receive and apply the Assessment Installments, and certain other funds, property and collateral, collectively defined as the “Security” in the Indenture, and the Property Owner has consented to such pledge and assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Governmental Unit and the Authority agree as follows:

Section 1. Assignment and Assumption of PACE Contract. The Governmental Unit hereby assigns to the Authority all of the Governmental Unit’s right, title and interest in and to the PACE Contract, other than its rights to indemnification and payment of Governmental Unit’s costs and expenses, and any rights and obligations of the Governmental Unit to pursue an “Enforcement Remedy” (as defined in Section 6(b) of the PACE Contract) which may be non-delegable as a matter of law, as set forth in the PACE Contract (the “**Reserved Rights**”). The Authority hereby assumes, as of the date hereof, and agrees to perform or cause to be performed all of the Governmental Unit’s obligations under the PACE Contract from and after the date hereof, subject to its right to assign such obligations pursuant to an assignment of the PACE Contract.

Section 2. Governmental Unit’s Representations and Warranties; Disclaimer.

(a) **Representations and Warranties.** The Governmental Unit hereby represents and warrants that, as of the date of this IFA Assignment:

- (i) It is a Governmental Unit duly organized and validly existing under the Constitution and the laws of the State of Illinois and has all necessary power and authority to enter into this IFA Assignment and to assign its rights under the PACE Contract, other than Reserved Rights, to the Authority pursuant hereto;
- (ii) The execution and delivery of this IFA Assignment and the Governmental Unit’s undertakings herein, including assignment of the Governmental Unit’s rights under the PACE Contract, other than Reserved Rights, to the Authority pursuant hereto, have been duly authorized by all necessary action on the part of the Governmental

Unit and will not contravene or violate the Governmental Unit's municipal or county authority;

- (iii) The Governmental Unit has not previously assigned or transferred any of its rights under the PACE Contract.
- (iv) This IFA Assignment and the PACE Contract constitute the legal, valid and binding obligations of the Governmental Unit enforceable in accordance with their respective terms and, upon information and belief, the PACE Contract constitutes the legal, valid and binding obligation of the Property Owner, enforceable in accordance with its terms; except in either case as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, and to the application of equitable principles;
- (v) The execution, delivery and performance by the Governmental Unit of this IFA Assignment and the transactions contemplated hereby: (A) do not contravene any provisions of law applicable to the Governmental Unit; and (B) do not conflict and are not inconsistent with, and will not result (with or without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent under any applicable court or administrative order or any credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, lease, guarantee or other instrument to which the Governmental Unit or its property may be subject, or the PACE Act; and
- (vi) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to its knowledge threatened, against the Governmental Unit seeking to restrain or enjoin or in any way contesting the validity or enforceability of this IFA Assignment or the PACE Contract.

(b) Disclaimer. Except as set forth in this Section 2, the Governmental Unit (i) has not heretofore made, nor does it make by this IFA Assignment, any representations or warranties with respect to the Property, including any warranty of title or any environmental matters, and (ii) makes no representation or warranty in connection with, and

assumes no responsibility with respect to, the solvency, financial condition or statements of the Property Owner, or with respect to the performance or observance by the Property Owner of its obligations under the PACE Contract.

Section 3. Authority's Representations. The Authority represents that, as of the date of this IFA Assignment, it is a body politic and corporate created and existing under and by virtue of the laws of the State of Illinois and has full power and authority to enter into and to perform its obligations under this IFA Assignment; and when executed and delivered by the respective parties thereto, this IFA Assignment will constitute the legal, valid and binding obligations of the Authority enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitation on legal remedies against the Authority.

Section 4. Consideration. The Governmental Unit acknowledges and agrees that the assumption by the Authority of the Governmental Unit's obligations under the PACE Contract and the issuance of the Bonds and the loan to the Property Owner are of substantial benefit to the Governmental Unit as a source of liquidity and financing or refinancing of the Project, and constitute good, valuable, fair and adequate consideration for the Governmental Unit's assignment as contemplated herein.

Section 5. Delivery of Documents.

(a) As a condition to the Governmental Unit's performance of its obligations under this IFA Assignment, the Authority shall have delivered to the Governmental Unit an original of this IFA Assignment, in recordable form, duly executed by the Authority.

(b) As a condition to the Authority's performance of its obligations with respect to this IFA Assignment, the Governmental Unit shall have delivered to the Authority all of the following, in form and substance reasonably satisfactory to the Authority: (i) a certified true and correct copy of the PACE Contract, in recordable form, bearing the original signature(s) of the Property Owner and the Governmental Unit and (ii) an original of this IFA Assignment, in recordable form, duly executed by the Governmental Unit.

(c) As a condition to each Party's performance of its obligations under this IFA Assignment, all of the Authority's, the Governmental Unit's and the Property Owner's respective representations and warranties contained in the PACE Contract and this IFA Assignment, as applicable, shall be true and correct on the date of the execution of this IFA Assignment.

Section 6. Recording of Documents. Upon the execution of this IFA Assignment by both Parties hereto, the Governmental Unit shall direct the Program Administrator to record this IFA Assignment in the office of the Recorder for the County in which the Property is situated.

Section 7. Acknowledgement and Consent to Further Assignment. By execution of this IFA Assignment, the Governmental Unit hereby acknowledges and consents to any assignment of the PACE Contract by the Authority, subject to the Reserved Rights and any reassignment of the PACE Contract.

Section 8. Successors and Assigns. This IFA Assignment shall be binding on, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective assigns.

Section 9. Governing Law; Submission to Jurisdiction. This IFA Assignment shall be governed exclusively by and construed in accordance with the internal laws of the State of Illinois applicable to contracts to be wholly performed therein. This IFA Assignment shall be enforceable in the State of Illinois, and any action arising hereunder shall (unless waived by the Authority in writing) be filed and maintained in the Circuit Court of Illinois, County of Cook.

Section 10. No Effect on PACE Contract. Nothing in this IFA Assignment, express or implied, is intended to or shall be construed to modify, expand, or limit in any way the terms of the PACE Contract. To the extent that any provision of this IFA Assignment conflicts or is inconsistent with the terms of the PACE Contract, the PACE Contract will govern. All terms not defined herein shall be given the meaning ascribed to such terms in the Indenture.

Section 11. Amendment. This IFA Assignment may not be modified or amended, except in writing executed by both Parties.

Section 12. Severability. If any provision of this IFA Assignment is declared void or unenforceable by any court or government authority, the remaining provisions of this IFA Assignment shall be effective and shall control.

Section 13. Entire Agreement. This IFA Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof. This IFA Assignment supersedes and replaces any prior or contemporaneous oral or written understandings, agreements, or representations between the parties.

Section 14. Recitals. The provisions set forth in the Recitals are made a part of this Assignment and are incorporated by reference into the terms hereof.

Section 15. Counterparts. This IFA Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one single agreement between the parties. Signatures sent digitally will be deemed to be original signatures for all purposes.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this IFA Assignment to be executed as of the day and year first above written.

Governmental Unit:

_____, [Title]
_____, Signature

Date: _____
Month/Day/Year

STATE OF _____)
_____)
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, the _____ of _____, a _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument, pursuant to authority given by said _____, as _____ own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of _____, _____.

Notary Public

My Commission Expires: (SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this IFA Assignment to be executed as of the day and year first above written.

Authority:

_____, Executive Director

_____, Signature

Date: _____

Month/Day/Year

STATE OF ILLINOIS)

)

COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, the _____ of _____, a _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument, pursuant to authority given by said _____, as _____ own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of _____, _____.

Notary Public

My Commission Expires: (SEAL)

**SCHOOL RESOURCE
OFFICER INTERGOVERNMENTAL
AGREEMENT**

THIS AGREEMENT is entered into this September 5, 2024, by and between the County of Carroll (hereinafter referred to as "County"), Illinois and Eastland CUSD #308 (hereinafter referred to as "School District").

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

- 1. Purpose.** This Agreement establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the Agreement formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between the Carroll County Sheriff's Office and the youth of our community and reduce crime committed by juveniles and young adults.
- 2. Mission.** The mission of the SRO Program is to prevent, reduce, and confront school-related violence and crime committed by juveniles, young adults, and non-school persons on school premises. This is accomplished by assigning a Carroll County Deputy to school facilities on a full-time basis. The SRO Program accomplishes this mission by creating and maintaining safe, secure and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents and teachers. The SRO will serve as a positive role model to instill in students' good moral standards, good judgment, respect for other students and a sincere concern for the school community. He/she will promote citizen awareness of the law to enable students to become better informed and effective citizens, empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential source of counseling for students and parents concerning law-related problems they face and will provide information on community resources available to them.
- 3. Organizational Structure.**
 - A. Composition.** The SRO (Student Resource Officer) Program will consist of one full-time Deputy who is a Certified Police Officers in the State of Illinois and who meet all requirements as set forth by Carroll County Rules and Regulations. An SRO will be scheduled from 7:00 am to 3:30 pm on all student attendance days, and extra hours as assigned equal to an additional 20 days of service throughout the year.
 - B. Supervision.** The day-to-day operational and administrative control of the SRO Program will be the responsibility of the Carroll County Sheriff's Office, in coordination with the Eastland CUSD 308. Responsibility for the conduct of SRO personnel, both personally and professionally, shall remain with the County. The School Resource Officer will collaborate with a school district administrator on many issues, including the disposition of various situations they may encounter. The SRO will report to the school's administrators and assist the district administrators on many issues, including the disposition of various situations they may encounter. The SRO will report to the school's administrators and assist the school

administration as requested and in accordance with the police department's policy and procedure; however, their ultimate responsibility is to carry out their duties as police officers, as expressed and interpreted through the police departments' chain of command.

C. Relationship of Parties. The Carroll County Sheriff's Office and the assigned deputy shall have the status of independent contractors for the purposes of this Agreement. The deputy assigned to the School District shall be considered to be an employee of Carroll County and shall be subject ultimately to their control and supervision. The assigned deputy will be subject to current procedures in effect for certified deputy sheriffs, including attendance at all authorized training. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that:

1. no person supplied by the School District to accomplish the goals of this Agreement is a Carroll County employee and that no rights under the County's employment, retirement, or personnel rules accrue to such person, and

2. no person supplied by the County to accomplish the goals of this Agreement is a School District employee and that no rights under school district employment, retirement, or personnel rules accrue to such person.

4. Procedures.

A. Concept. The SRO Program shall utilize the Triad concept as set forth by NASRO (National Association of School Resource Officers). SROs assigned to the program will serve as law enforcement officers, law-related counselors and instructors for law enforcement topics. The SRO is first and foremost a law enforcement deputy for the Carroll County Sheriff's Office. He/she shall be responsible for carrying out all duties and responsibilities of a deputy and shall remain at all times under the control, through the chain of command, of the Carroll County Sheriff's Office. All acts of commission or omission shall conform to the Carroll County Sheriff's Office Rules of Conduct. The SRO is an enforcement officer in regards to criminal matters only and not an enforcer of school regulations. He/she is not a disciplinarian and should not assume this role. The SRO reports directly to the Carroll County Sheriff's Office supervisor in connection with the assignment of law enforcement instruction and normal law enforcement duties. The SRO is not a formal counselor, and will not act as such; however, he/she will serve as a law-related resource to assist students, faculty, staff, and all persons involved with the School District. He/she will provide instruction related to law enforcement topics and will provide instruction as requested by the School District under the supervision of a certified teacher. The SRO can instruct on a variety of law enforcement subjects to students and staff, including alcohol and drug education. He/she may use this instruction to build rapport between the students and the staff while under the supervision of a certified teacher.

B. Duties. Responsibilities of the SRO will include:

1. to enforce criminal law and protect the students, staff, and public at large against criminal activity;
2. to provide information concerning questions about law enforcement topics to
 - i. students and staff;
 - ii. to speak to students (under the supervision of a certified teacher) on a variety of law enforcement related topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership, and life skills when the School District requests it;
3. to coordinate investigative procedures between the Sheriff's Office and school administrators;
4. to provide law-related counseling on a limited basis to students, staff and faculty;
5. to handle initial police reports of crime committed on campus;
6. to take enforcement action on criminal matters when appropriate;
7. to wear an approved Sheriff's Office uniform at all times or other apparel approved by the
 - i. Sheriff's Office;
8. to attend school special events as assigned by the Sheriff's Office, which have been requested by school administration and approved by the Sheriff's Office.

C. Enforcement. Although the SRO has been placed in a formal educational environment, he/she is not relieved of the official duties as an enforcement officer. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations should be issued and arrests made when appropriate and in accordance with the Sheriff's Office standard operating procedure.

5. Equipment and Working Conditions.

- A. Carroll County Sheriff's Office Responsibilities.** The Department shall provide one full-time Deputy who has specialized training as a school resource officer. The officer shall be a fully equipped non-probationary Carroll County Sheriff Deputy in good standing.
- B. School District Responsibilities.** The School District shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of his/her duties:
 1. Access to an air-conditioned and properly lighted private office, which shall contain a telephone, which may be used for general business purposes;
 2. a location for files and records which can be properly locked and secured;
 3. a desk with drawers, chair, work table, and filing cabinet;
 4. access to and encouragement of classroom participation;
 5. opportunity to address teachers and school administrators about the SRO Program, goals, and objectives;
 6. Necessary training, including, but not limited to School Resource Officer training through the State Agency, Juvenile Certification, and ALICE training. The district agrees to pay up to \$4,000 per officer. The agreed upon amount, includes necessary travel costs.
- C. Reporting of Serious Crimes.** If a school administrator's investigation uncovers evidence of a

serious crime as defined in state law or federal law, the school official shall notify the SRO, the student's parent/guardian, and the appropriate school personnel. The SRO shall comply with the Illinois School Student Records Act (105 ILCS 10/1 et seq.) Any records released must be necessary for the discharge of the officers' official duties, and the student records will not be disclosed to any other party except as provided under law or order of court.

6. Time and Place of Performance. It is understood that the SRO shall divide his or her time between the Eastland Elementary School (Shannon) and the Eastland Jr/Sr High School (Lanark). The amount of time the SRO will be assigned to each building shall be mutually agreed upon in advance by the Carroll County Sheriff's Office and the School District. It is anticipated that the SRO's time will be divided as follows:

Eastland Elementary School (Shannon) 50%

Eastland Jr/Sr High School (Lanark) 50%

The schedule and the exact time spent in each building may vary, depending upon the needs of the district and as circumstances may require. The Carroll County Sheriff's Office will endeavor to have an SRO available for duty each day that school is in session during the regular school year, and to coordinate scheduling with the school district such that the deputy is on duty on student attendance days when the SRO is in the other school or on days when the regular SRO is absent due to authorized leave or training requirements. The SRO will inform school administrators when an absence is anticipated. The Carroll County Sheriff's Office at all times maintain the authority to reassign an officer to other duties, whether on a temporary basis or a permanent basis. The aforesaid time division is for internal school financial contribution purposes only.

7. Evaluation. It is mutually agreed that the School District shall evaluate annually the SRO Program and the performance of the SRO with forms developed jointly by the parties. The evaluation shall be shared with the Carroll County Sheriff's Office. It is further understood that the School District's evaluation of the officer is advisory only and that the Carroll County Sheriff's Office retain the final authority to evaluate the performance of the SRO. The School District may request that an SRO be reassigned or replaced by the County; however, the ultimate decision shall be made by the Carroll County Sheriff's Office.

8. Reimbursement. The School Districts shall reimburse Carroll County for 99% of the cost of the officers employed for the program. Accordingly, the cost set forth herein is the total cost to be paid by the district and is not calculated on an hourly basis or actual time basis but for the program as a whole. The School District shall pay 99% of the annual cost. Cost of SRO employee include Salary, IMRF (retirement), FICA and Health/Life Insurance expense and deployment costs (vehicle, equipment, etc.). Salary is based on the Union Contract with the County.

Since the County and the School District are on different budget cycles the SRO expenses to the district will be handled by a side letter. The side letter dates for this agreement will cover the entire length of this agreement. This agreement is for one year in order to have it expire at the same time as the union contract at the county.

Side letter dates cover:

December 1, 2024 to November 30, 2025 payable by November 30, 2025

9. Term of the Agreement. The term of this agreement is three (1) year and three commencing on the December 1, 2024 and ending on the November 30, 2025.

10. Termination of Agreement. If circumstances exist beyond the control of the County which would limit or prevent the ability for the County to provide an SRO, this agreement will be terminated. In this event, payment would be pro-rated and the district would not be expected to pay beyond the date of termination. This includes but is not limited to, staffing shortages or no qualified SRO candidates at the County.

11. Insurance and Indemnification. The County of Carroll agrees to hold the School District its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO. The School District agrees to the extent allowed by law to hold the County of Carroll their agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the School District employees.

For Carroll County:

For Eastland School District:

Joseph Payette, Chair

Steve Snider, President

Date

Date



Carroll County Board

301 N. Main St., P.O. Box 152
Phone 815-244-0221

Mt. Carroll, Illinois 61053

TO: Eastland School District
C/O Dr. Alex Kashner, Superintendent
601 S. Chestnut St., Shannon IL. 61078

From: Joseph Payette, Carroll County Board Chair
Date: September 5th, 2024
Re: School Resource Officer Agreement Side Letter

The following are the expenses related to providing the School Resource Officer to the Eastland School District from December 1st, 2024 to November 30th, 2025.

Salary	\$57,896.49
FICA	\$4,429.08
IMRF	\$4,342.23
Health & Life Insurance	\$9,413.76
Equipment Replacement Fund	\$10,000.00
Vehicle and Fuel	\$3,500.00
Starcom Radio Service	\$1,032.00
Uniform	\$700.00
Training	\$2,000.00
Overtime - School event coverage	\$2,000.00

Total: \$95,313.66

District Expense at 99 percent: \$94,360.52

For Carroll County:

For Eastland School District

Joseph Payette, Chair

Steve Snider, President

Date

Date



Carroll County Board

301 N. Main St., P.O. Box 152
Phone 815-244-0221

Mt. Carroll, Illinois 61053

TO: West Carroll School District
C/O Dr. David Gilliland, Superintendent
633 S. East St., Mt. Carroll IL. 61053

From: Joseph Payette, Carroll County Board Chair
Date: September 5th, 2024
Re: School Resource Officer Agreement Side Letter

The following are the expenses related to providing the School Resource Officer to the West Carroll School District from August 26th, 2024 to November 30th, 2024.

Salary	\$13,841.10
FICA/Med	\$1,058.83
IMRF	\$1,038.08
Health & Life Insurance	\$2,263.71
Equipment Replacement Fund	\$2,500.00
Vehicle and Fuel	\$875.00
Starcom Radio Service	\$234.00
Uniform	\$700.00
Training	\$500.00
Overtime - School event coverage	\$500.00

Total: \$23,510.72

District Expense at 99 percent: \$23,275.61

For Carroll County:

For West Carroll School District

Joseph Payette, Chair

Greg Stott, President

Date

Date



Carroll County Board

301 N. Main St., P.O. Box 152
Phone 815-244-0221

Mt. Carroll, Illinois 61053

TO: West Carroll School District
C/O Dr. David Gilliland, Superintendent
633 S. East St., Mt. Carroll IL. 61053

From: Joseph Payette, Carroll County Board Chair
Date: September 5th, 2024
Re: School Resource Officer Agreement Side Letter

The following are the expenses related to providing the School Resource Officer to the West Carroll School District from December 1st, 2024 to November 30th, 2025.

Salary	\$52,952.30
FICA/Med	\$4,050.84
IMRF	\$3,971.42
Health & Life Insurance	\$9,413.76
Equipment Replacement Fund	\$10,000.00
Vehicle and Fuel	\$3,500.00
Starcom Radio Service	\$1,032.00
Uniform	\$700.00
Training	\$2,000.00
Overtime - School event coverage	\$2,000.00

Total: \$89,260.33

District Expense at 99 percent: \$88,724.13

For Carroll County:

For West Carroll School District

Joseph Payette, Chair

Greg Stott, President

Date

Date



Carroll County Board

301 N. Main St., P.O. Box 152
Phone 815-244-0221

Mt. Carroll, Illinois 61053

TO: Chadwick Milledgeville School District
C/O Tim Schurman, Superintendent
100 E. 8th Street, Milledgeville IL. 61051

From: Joseph Payette, Carroll County Board Chair

Date: September 5th, 2024

Re: School Resource Officer Agreement Side Letter

The following are the expenses related to providing the School Resource Officer to the Chadwick Milledgeville School District from December 1st, 2024 to November 30th, 2025.

Salary	\$52,952.30
FICA	\$4,050.85
IMRF	\$3,971.42
Health & Life Insurance	\$9,413.76
Equipment Replacement Fund	\$10,000.00
Vehicle and Fuel	\$3,500.00
Starcom Radio Service	\$1,032.00
Uniform	\$700.00
Training	\$2,000.00
Overtime - School event coverage	\$2,000.00

Total: \$89,620.33

District Expense at 99 percent: \$88,724.13

For Carroll County:

Joseph Payette, Chair

Date

For Chadwick Milledgeville:

Pamela Eubanks, President

Date

CARROLL COUNTY, ILLINOIS

APPLICATION to CONDUCT RAFFLE/POKER RUN

Please circle options which apply & NA if not applicable

Organization Name: Harvest Days

Address (Street & Mail): 117 Taylor Ln. Thomson, IL 61285

Type: BUSINESS ☒ CHARITABLE EDUCATIONAL FIRE (R) FRATERNAL

LABOR LAW (R) NFP FUND RAISE(R) RELIGIOUS VETERANS

Organization in continual existence for 5 years, carrying out their objects, immediately prior to application? YES ☒ NO If no, is there State/National Affiliation YES ☒ NO

Presiding Officer Name: Melissa Gehant

Address (Street & Mail): 117 Taylor Ln. Thomson, IL 61285

Birth Date: 6-24-85 Phone: 563-219-0624 Email: MJGehant@hotmail.com

Manager Name (Bona fide director, officer, employee or sponsoring organization member):

Amanda Vandendooren

Address (Street & Mail): 4827 Cedar Ln. Thomson, IL 61285

Birth Date: 5-21-86 Phone: 815-757-8604 Email: Sandburrevents@yahoo.com

Raffle Fidelity Bond: \$ _____ (Total Aggregate Retail Value of prizes, notice received) or

☒ Waiver Provision (Organization's majority affirmative vote, copy attached)

Aggregate Retail Value of all prizes/merchandise in a single raffle (Max \$100,000): \$5,000.00

Maximum Retail Value of each prize awarded (Max \$100,000): \$5,000.00

Maximum Price which may be charged for each raffle chance issued/sold (Max \$100): \$5.00

Number of days chances may be issued/sold (Max 365): 3

Application for: ☒ RAFFLE POKER RUN Number of: 3

Date(s) of Raffle chances sold/issued or Poker Run(s) conducted: September 13th, 14th & 15th 2024

Date(s), Time(s) and Key Location(s) determining winning chances or prizes awarded: Sept. 13, 14 & 15 2024
at Harvest Days in Thomson IL. Chances vary by number of
tickets sold.

CARROLL COUNTY, ILLINOIS

APPLICATION to CONDUCT RAFFLE/POKER RUN

Please circle options which apply & NA if not applicable

Has the applicant or organization's director, officer, employee or person participating in the management or operation of a raffle been previously convicted of a felony: YES NO

SWORN STATEMENT

The undersigned attest that the above-named organization is a not-for-profit organization under the laws of the State of Illinois and maintains a bona fide membership actively engaged in carrying out its objectives. The undersigned do further hereby state, under penalties of perjury, that all statements in the foregoing application are true and correct; that the entire net proceeds of any raffle or poker run must be exclusively devoted to the lawful purposes of the organization permitted to conduct that game(s); that only a bona fide director, officer, employee or member of the sponsoring organization may manage or participate in the management of the raffle or poker run; no person is receiving any remuneration or profit for managing or participating in the management of the raffle or poker run, except where lawful; no person has a felony conviction which will impair the person's ability to engage in the licensed position; no person is or has been a professional gambler or professional gambling promoter; and all persons are of good moral character; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the game(s) in accordance with the provisions of the laws of the State of Illinois and ordinance of Carroll County governing the conduct of the raffle or poker run.

Organization Presiding Officer:

Melissa Gehant

Organization Secretary:

[Signature]

#####

COUNTY CLERK ACTION - Application, Bond/Waiver Documents, Fee Received

Fee Paid: \$25 Raffle or Poker Run

Received by Clerk: Kendra Strauch

Date: 8/28/24

If License Denied – written notice sent & fee returned

Date: _____

Licensee gross receipts, expenses & net proceeds & distribution of net proceeds received:

Received by Clerk: _____ Date: _____

COUNTY BOARD ACTION – 5yr Organizational requirement waived: YES NO

Raffle Fidelity Bond: GIVEN WAIVED – Provision attached

License: APPROVED DENIED

County Board Chair: _____ Date: _____

Thomson Festival

Meeting Minutes

August 25, 2024

10:00am

Curley Park Pavillion

1. Call to Order

- Meeting was called to order by Melissa Gehant with Rochelle Nordby as secretary.

2. Attendance

- In attendance were the following committee members
 - Melissa Gehant
 - Tyler Vandendooren
 - Amanda Vandendooren
 - Rochelle Nordby-King
 - Zac Vandendooren
 - Kendra Stuver
 - Brooke Biederman
 - Morgan Fry
 - Lacey Hodge
 - Tonia LaShelle

3. Members not in attendance

- Brian Iben

4. Meeting Agenda

- a. Updates on Flyer, sponsorships, licenses, stage, car show, etc.
- b. New Business

5. Approval of Minutes from last meeting

- Motion: To approve the minutes from 8/19/24
- Vote: Unanimous approval
- Resolved: The minutes of the August 19, 24 meeting are approved and entered into the Secretaries records.

6. New Agenda Topics for Meeting August 25, 2024

- Discuss and approve raffle license

7. Sponsorships

- Several sponsorship checks received/will be received this week
- Fidelity has pledged \$3,500-\$5,000 will have final donation amount soon
- Morgan will update on Nutrion next week
- Discussed beginning FB sponsor recognitions within the next week

8. Liquor License

- License obtained per Zac
- Beer buckets donated - plan is to charge \$4/16oz beer with buckets being \$22/6 in a bucket. Well drinks will be \$5 possibly.

9. Bands

- Band flyer was approved for dispersement unanimously.
 - no other updates
10. **Stage**
- No updates
11. **Electrical**
- No Updates
12. **Dumpsters**
- No Updates
13. **Signs/postings**
- Zac stated that beverage providers could possibly start production of banners by next week if we have information available to him.
14. **Maps**
- No updates - was touched on but decided this would be done at next meeting.
15. **Carnival**
- Tyler has reached out several times for carnival prices with no reply from carnival. He will continue to try to get in touch with them to obtain this information for flyers and advertising purposes.
16. **Food Vendors**
- Tailored Brews tentatively only for Saturday - no signed contract/deposit
 - Paw Perks - Friday only - contract received
 - Custers last stand - contract/money mailed
 - TJ food truck will set up all 3 days
 - Steam Anchor stated the cost was more than they typically spend however they would consider it and get back to us
 - Brooke will update status again at next meeting.
17. **Tractor Pull**
- Unanimously voted to table until next year at 8/19/24 meeting.
 - No updates.
18. **Craft Vendors**
- Morgan and Brooke have taken over craft vendors
 - reached out to several vendors and will have updated numbers at next meeting
19. **Concessions**
- Food permit obtained per Melissa
20. **Slow Pitch**
- Nets delivered
 - Tyler will work out the details on how nets will be hung and coordinate with Kendra/Tonia
 - Kendra/Tonia are meeting next week for bracketing and final details
 - Tonia has secured a location to obtain trophy and will also obtain trophy for Tyler and mud volleyball tournament
21. **Porta pottys**
- No updates
22. **Car Show**
- Per Zac there is no legal way for Lucky's to sell liquor on the festival grounds.
 - Essentially we would have to pay Lucky's to set up their car show during Harvest Days - it was decided that this should be discussed in further detail at our next meeting.

23. Churches

- Local churches have been given permission to use pole shed closest to stage/storage building.
- Church will discuss and get back with Kendra on final decision/plans

24. ATM

- No update

25. Security

- Harvest Days will not be paying for private security/security detail
- Harvest Days will obtain 2 security personnel for the Main Stage area during the Brushville performance as stated in the contract. This will be discussed further at the next meeting.

26. Mud Volleyball

- Currently there are a total of 4 teams signed up
- Tonia will obtain trophy

27. Rain/Weather Insurance

- Deadline for this is 1 week prior to festival - we will continue to monitor forecast and plan to re-discuss closer to Harvest Days
- no update

28. Raffle

- Amanda contacted the courthouse - in order to obtain raffle license she needs the following information:
 - What the raffle will benefit
 - Manager fee
 - Price
- There is a \$25 license fee due 8/29
- It was voted unanimously to obtain raffle license under the following terms
 - Raffle will benefit Thomson Harvest Days
 - Manager fee will be waived
 - raffle tickets will be \$5.00 for 10 or \$3.00 each

29. Additional Items not on agenda

30. Kids Activities

- Amanda noted the need for additional kids activities during Harvest Days - she suggested a 50 yard dash with specific age brackets - carnival wristbands for the day of the 50 yard dash to be given to 1st place winners of each age bracket.
- Amanda and Rochelle will work on details and flyers for this event.

31. Volunteers

- Voted that all volunteers will receive a free meal combo from the concession stand including drink.
- It was discussed that we will place all 18+ non committee volunteers into a drawing for the Wild Rose free night stay - we will advertise this on FB in hopes of getting more volunteers - positions/needs will be determined at next meeting.

32. There needs to be a date scheduled for building clean out, concessions clean out, etc. This will be decided at next meeting.

33. Next meeting will be Sunday, August 30, 24 at 6:30pm location pending.

34. All current business was covered and meeting was adjourned.



Using Federal Funds? ☐ Yes ☒ No	Agreement For MFT PE	Agreement Type Original
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LOCAL PUBLIC AGENCY

Local Public Agency Carroll County Highway Dept	County Carroll	Section Number 24-14121-00-SM	Job Number
Project Number	Contact Name Sara Renkes, P.E.	Phone Number (815) 244-3195	Email coengr@carrollcountyil.gov

SECTION PROVISIONS

Local Street/Road Name Fairhaven Road	Key Route TR 201	Length	Structure Number 008-4009
Location Termini Piling Repairs on the existing structure			Add Location Remove Location

Project Description
Piling repair details for exposed metal shell piles on two piers.

Engineering Funding	☒ MFT/TBP ☐ State ☒ Other	Local
Anticipated Construction Funding	☐ Federal ☒ MFT/TBP ☐ State ☒ Other	Local

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name Willett, Hofmann and Associates	Contact Name Brian Converse	Phone Number (815) 284-3381	Email bconverse@willetthofmann.com
Address 809 E 2nd St	City Dixon	State IL	Zip Code 61021

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

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

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

AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

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

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Willett, Hofmann and Associates	36-2600957	\$8,549.00
Subconsultants		
Subconsultant Total		
Prime Consultant Total		\$8,549.00
Total for all work		\$8,549.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Local Public Agency Type

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

By (Signature & Date)

Title

By (Signature & Date)

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Carroll County Highway Dept	Willett, Hofmann and Associates	Carroll	24-14121-00-SM

EXHIBIT A
SCOPE OF SERVICES

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

Design, plan, and specification preparation for piling repairs on two piers on SN008-4009.
--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Carroll County Highway Dept	Willett, Hofmann and Associates	Carroll	24-14121-00-SM

EXHIBIT B
PROJECT SCHEDULE

6 weeks for completion from authorization

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Carroll County Highway Dept	Willett, Hofmann and Associates	Carroll	24-14121-00-SM

Exhibit C

Qualification Based Selection (QBS) Checklist

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

☒ Form Not Applicable (engineering services less than the threshold)

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement



EXHIBIT D
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
FIXED RAISE

Local Public Agency	County	Section Number
Carroll County Highway Department	Carroll	24-14121-00-SM
Prime Consultant (Firm) Name	Prepared By	Date
Willett, Hofmann and Associates	S. Brown	5/13/2024
Consultant / Subconsultant Name	Job Number	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Design, plan, and specification preparation for piling repairs on two piers on SN008-4000

PAYROLL ESCALATION TABLE

CONTRACT TERM	5	MONTHS	OVERHEAD RATE	167.22%
START DATE	6/1/2024		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2025		% OF RAISE	2.00%
END DATE	10/31/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2024	10/31/2024	5	100.00%

The total escalation = 0.00%

Local Public Agency**County****Section Number**

Carroll County Highway Department

Carroll

24-14121-00-SM

Consultant / Subconsultant Name**Job Number****PAYROLL RATES****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE**

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
President & General Manager	\$94.08	\$86.00
Principal Engineering Manager	\$70.30	\$70.30
Engineering Manager	\$67.01	\$67.01
Civil Engineer IV	\$54.41	\$54.41
Civil Engineer III	\$47.77	\$47.77
Civil Engineering Intern II	\$39.15	\$39.15
Civil Engineering Intern I	\$35.58	\$35.58
Engineering Intern	\$22.99	\$22.99
Principal Professional Land Surveyor Manager	\$61.99	\$61.99
PLS Manager	\$53.12	\$53.12
PLS IV	\$56.18	\$56.18
PLS III	\$38.81	\$38.81
PLS (SIT) II	\$32.00	\$32.00
PLS (SIT) I	\$28.00	\$28.00
Survey Technician II	\$28.11	\$28.11
Survey Technician I	\$25.00	\$25.00
Survey Worker Foreman	\$32.82	\$32.82
Survey Worker	\$20.00	\$20.00
Survey Worker Intern	\$16.00	\$16.00
Technician IV	\$38.97	\$38.97
Technician III	\$36.93	\$36.93
Technician II	\$27.64	\$27.64
Technician I	\$24.72	\$24.72
Administrative Assistant	\$22.27	\$22.27
Principal Architectural Manager	\$63.18	\$63.18
Architect Manager	\$61.27	\$61.27
Architectural Intern I	\$20.99	\$20.99

Local Public Agency

Carroll County Highway Department

County

Carroll

Section Number

24-14121-00-SM

Consultant / Subconsultant Name**Job Number****DIRECT COSTS WORKSHEET**

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$0.00

Carroll County Highway Department

Carroll

24-14121-00-SM

COB Number

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Administration & Project Management		4	275	459	91		825	9.65%
Project Setup and Research		3	163	272	54		489	5.72%
Field Inspection		8	348	581	115		1,044	12.21%
Repair Design		15	723	1,208	238		2,169	25.37%
Repair Plan Preparation		15	606	1,013	200		1,819	21.28%
Specifications		8	339	567	112		1,018	11.91%
Shop Drawing Review		5	213	356	70		639	7.47%
Follow up NBIS Inspection		5	182	304	60		546	6.39%
		-	-	-	-	-	-	
		-	-	-	-	-	-	
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		-	-	-	-	-	-	
		-	-	-	-	-	-	
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$0.00						\$0.00	
TOTALS		63	2,849	4,760	940	-	8,549	100.00%

7.609

Local Public Agency
 Carroll County Highway Department

Consultant / Subconsultant Name

County
 Carroll

Section Number
 24-14121-00-SM

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Administration & Project Management			Project Setup and Research			Field Inspection			Repair Design			Repair Plan Preparation		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manager	86.00	0.0																	
Principal Engineering Manager	70.30	2.0	3.17%	2.23	2	50.00%	35.15												
Engineering Manager	67.01	7.0	11.11%	7.45	2	50.00%	33.51	1	33.33%	22.34				3	20.00%	13.40	1	6.67%	4.47
Civil Engineer IV	54.41	1.0	1.59%	0.86															
Civil Engineer III	47.77	18.0	28.57%	13.65				2	66.67%	31.85	4	50.00%	23.89	6	40.00%	19.11	1	6.67%	3.18
Civil Engineering Intern II	39.15	23.0	36.51%	14.29							4	50.00%	19.58	6	40.00%	15.66	5	33.33%	13.05
Civil Engineering Intern I	35.58	0.0																	
Engineering Intern	22.99	0.0																	
Principal Professional Land	61.99	0.0																	
PLS Manager	53.12	0.0																	
PLS IV	56.18	0.0																	
PLS III	38.81	0.0																	
PLS (SIT) II	32.00	0.0																	
PLS (SIT) I	28.00	0.0																	
Survey Technician II	28.11	0.0																	
Survey Technician I	25.00	0.0																	
Survey Worker Foreman	32.82	0.0																	
Survey Worker	20.00	0.0																	
Survey Worker Intern	16.00	0.0																	
Technician IV	38.97	2.0	3.17%	1.24															
Technician III	36.93	8.0	12.70%	4.69													8	53.33%	19.70
Technician II	27.64	0.0																	
Technician I	24.72	2.0	3.17%	0.78															
Administrative Assistant	22.27	0.0																	
Principal Architectural Manager	63.18	0.0																	
Architect Manager	61.27	0.0																	
Architectural Intern I	20.99	0.0																	
TOTALS		63.0	100%	\$45.19	4.0	100.00%	\$68.66	3.0	100%	\$54.18	8.0	100%	\$43.46	15.0	100%	\$48.17	15.0	100%	\$40.40

Local Public Agency
 Carroll County Highway Department

Consultant / Subconsultant Name

County
 Carroll

Section Number
 24-14121-00-SM

Job Number

AVERAGE HOURLY PROJECT RATES
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Specifications			Shop Drawing Review			Follow up NBIS Inspection											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manager	86.00																		
Principal Engineering Manager	70.30																		
Engineering Manager	67.01																		
Civil Engineer IV	54.41							1	20.00%	10.88									
Civil Engineer III	47.77	3	37.50%	17.91	2	40.00%	19.11												
Civil Engineering Intern II	39.15	5	62.50%	24.47	3	60.00%	23.49												
Civil Engineering Intern I	35.58																		
Engineering Intern	22.99																		
Principal Professional Land Surveyor	61.99																		
PLS Manager	53.12																		
PLS IV	56.18																		
PLS III	38.81																		
PLS (SIT) II	32.00																		
PLS (SIT) I	28.00																		
Survey Technician II	28.11																		
Survey Technician I	25.00																		
Survey Worker Foreman	32.82																		
Survey Worker	20.00																		
Survey Worker Intern	16.00																		
Technician IV	38.97							2	40.00%	15.59									
Technician III	36.93																		
Technician II	27.64																		
Technician I	24.72							2	40.00%	9.89									
Administrative Assistant	22.27																		
Principal Architectural Manager	63.18																		
Architect Manager	61.27																		
Architectural Intern I	20.99																		
TOTALS		8.0	100%	\$42.38	5.0	100%	\$42.60	5.0	100%	\$36.36	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Contractor's Name

Civil Constructors, Inc. d/b/a Helm Civil

Contractor's Address

2283 Business Route 20 East

City

Freeport

State

IL

Zip Code

61032

STATE OF ILLINOIS

Local Public Agency

Carroll County Highway Department

County

Carroll

Section Number

24-00000-00-GM

Street Name/Road Name

Ideal Road: Rte 78 to Morrison Road

Type of Funds

MFT

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

 8/12/24

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
Carroll County Highway Department	Ideal Road: Rte 78 to Morrison Road	Carroll	24-00000-00-GM

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the County _____
 _____ Day _____ Month and Year _____ Local Public Agency Type
 of Carroll _____, known as the party of the first part, and Civil Constructors, Inc. d/b/a Helm Civil _____ Contractor
 its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 24-00000-00-GM
 _____ Section Number
 in Carroll County Highway Department _____, approved by the Illinois Department of Transportation on _____, are essential
 _____ Date
 documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: _____ The _____ County _____ of Carroll _____
 _____ Local Public Agency Type _____ Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

Civil Constructors, Inc. d/b/a Helm Civil

President, Party of the Second Part Signature & Date

By:  Mark Helm 08/07/24

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

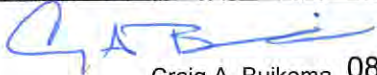
Partners doing Business under the firm name of
 Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date



Craig A. Buikema 08/07/24

(SEAL, if required by the LPA)



Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
Carroll County Highway Department	Carroll	Ideal Road	24-00000-00-GM

Bond information to be returned to Local Public Agency at 10735 Mill Road, Mt. Carroll, IL 61053

Complete Address

We, Civil Constructors, Inc. d/b/a Helm Civil, 2283 Business Route 20 East, Freeport, IL 61032

Contractor's Name and Address

a/an Corporation organized under the laws of the State of Delaware as PRINCIPAL, and

State

Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196

Surety Name and Address

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

Forty Nine Thousand Eight Hundred Eighty Eight and 80/100

Dollars (\$49,888.80) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 7th day of August, 2024.

Day

Month and Year

PRINCIPAL

Company Name

Civil Constructors, Inc. d/b/a Helm Civil

By

Signature & Date

Mark Helm 08/07/24

Mark Helm

Attest

Signature & Date

Craig A. Buikema 8/7/24

Craig A. Buikema

Company Name

By

Signature & Date

Attest

Signature & Date

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

STATE OF IL
COUNTY OF Stephenson

I, Andrea R. Gastel, a Notary Public in and for said county, do hereby certify that
Notary Name

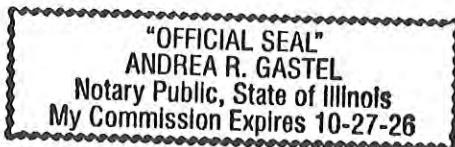
Mark Helm

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of August, 2024
Day Month, Year

(SEAL)



Notary Public Signature & Date

Andrea R. Gastel 8/7/24

Date commission expires 10/27/26

SURETY

Name of Surety

Fidelity & Deposit Company of Maryland

Title

By: Stephanie Amborn
Stephanie Amborn, Attorney-in-Fact

STATE OF IL
COUNTY OF Stephenson

I, Laura J. Koon, a Notary Public in and for said county, do hereby certify that
Notary Name

Stephanie Amborn

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of August, 2024
Day Month, Year

(SEAL)



Notary Public Signature & Date

Laura J. Koon 8/7/24

Date commission expires 10/25/25

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Local Public Agency Type

Clerk

Awarding Authority

COUNTY

Awarding Authority Signature & Date

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David L. TOWNSEND, Stephanie AMBORN, Judith L. ZIER, Julie A. TRESEMER, Robert W. SNYDER, Joseph J. CLINTON, III, Rebecca NORWOOD, Erica L. KIELTY of Rockford, Illinois, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 01st day of December, A.D. 2022.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature in black ink, appearing to read 'Robert D. Murray'.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown'.

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 01st day of December, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



A handwritten signature in black ink, appearing to read 'Constance A. Dunn'.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Local Public Agency	County	Section Number
Carroll County Highway Department	Carroll	24-00000-00-GM

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Carroll County Engineer

10735 Mill Road, Mt. Carroll, IL 61053 until 10:00 AM on 07/26/24

Address Time Date

1. Plans and proposal forms will be available in the office of

Carroll County Engineer
10735 Mill Road; Mt. Carroll, IL 61053

2. ☐ Prequalification

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

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals.
4. A proposal guaranty in the proper amount, as specified in the BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals, will be required. See the attached Special Provisions for specific instructions for proposal guaranty for this proposal packet.
5. The successful bidder at the time of execution of the contract will be required to deposit a contract bond or proposal guaranty as provided for in the special provisions. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
6. Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 24-00000-00-GM".

By Order of

Awarding Authority

Carroll County Highway Department

County Engineer/Superintendent of Highways/
Municipal Clerk

Sara Renkes

Date

Material Proposal or Deliver & Install Proposal

To

Awarding Authority

Carroll County Highway Department

Awarding Authority Address

10735 Mill Road

City

Mt. Carroll

State

IL

Zip Code

61053

If this bid is accepted within 45 days from the date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

1. It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted 01/01/22 and the "Supplemental Specifications and Recurring Special Provisions", adopted 01/01/24, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provision and supplemental specifications attached hereto.
2. It is understood that quantities listed are approximate only and that they may be increased or decrease as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit prices stated and that bids will be compared on the basis of total price bid for each group.
3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or paces on the road designed by the awarding authority or its authorized representative.
4. The contractor and/or local public agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.



Material Proposal Schedule of Prices

Local Public Agency

County Highway Department

County

Carroll

Section Number

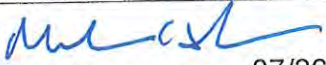
24-00000-00-GM

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	Aggregate Wedge Shoulders, TY-B Ideal Road	Furnish & Apply	Tons	1,476	33.80	49,388.80
						49,388.80

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature & Date


Mark Helm 07/26/24

Address

2283 Business Route 20 East

City

Freeport

State

IL

Zip Code

61032



Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
County Highway Department	Carroll	24-00000-00-GM

☐ Check this box for lettings prior to 01/01/2024.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	☐ Additional State Requirements for Federal-Aid Construction Contracts	59
2	☐ Subletting of Contracts (Federal-Aid Contracts)	62
3	☐ EEO	63
4	☐ Specific EEO Responsibilities Non Federal-Aid Contracts	73
5	☐ Required Provisions - State Contracts	78
6	☐ Asbestos Bearing Pad Removal	84
7	☐ Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	85
8	☐ Temporary Stream Crossings and In-Stream Work Pads	86
9	☐ Construction Layout Stakes	87
10	☐ Use of Geotextile Fabric for Railroad Crossing	90
11	☐ Subsealing of Concrete Pavements	92
12	☐ Hot-Mix Asphalt Surface Correction	96
13	☐ Pavement and Shoulder Resurfacing	98
14	☐ Patching with Hot-Mix Asphalt Overlay Removal	99
15	☐ Polymer Concrete	101
16	☐ Reserved	103
17	☐ Bicycle Racks	104
18	☐ Temporary Portable Bridge Traffic Signals	106
19	☐ Nighttime Inspection of Roadway Lighting	108
20	☐ English Substitution of Metric Bolts	109
21	☐ Calcium Chloride Accelerator for Portland Cement Concrete	110
22	☐ Quality Control of Concrete Mixtures at the Plant	111
23	☐ Quality Control/Quality Assurance of Concrete Mixtures	119
24	☐ Reserved	135
25	☐ Reserved	136
26	☐ Temporary Raised Pavement Markers	137
27	☐ Restoring Bridge Approach Pavements Using High-Density Foam	138
28	☐ Portland Cement Concrete Inlay or Overlay	141
29	☐ Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	145
30	☐ Longitudinal Joint and Crack Patching	148
31	☐ Concrete Mix Design - Department Provided	150
32	☐ Station Numbers in Pavements or Overlays	151

Local Public Agency	County	Section Number
County Highway Department	Carroll	24-00000-00-GM

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	153
LRS 2	☐ Furnished Excavation	154
LRS 3	☒ Work Zone Traffic Control Surveillance	155
LRS 4	☐ Flaggers in Work Zones	156
LRS 5	☒ Contract Claims	157
LRS 6	☐ Bidding Requirements and Conditions for Contract Proposals	158
LRS 7	☒ Bidding Requirements and Conditions for Material Proposals	164
LRS 8	Reserved	170
LRS 9	☐ Bituminous Surface Treatments	171
LRS 10	Reserved	175
LRS 11	☒ Employment Practices	176
LRS 12	☒ Wages of Employees on Public Works	178
LRS 13	☒ Selection of Labor	180
LRS 14	☐ Paving Brick and Concrete Paver Pavements and Sidewalks	181
LRS 15	☒ Partial Payments	184
LRS 16	☐ Protests on Local Lettings	185
LRS 17	☒ Substance Abuse Prevention Program	186
LRS 18	☐ Multigrade Cold Mix Asphalt	187
LRS 19	☐ Reflective Crack Control Treatment	188



Local Public Agency	County	Section Number
County Highway Department	Carroll	24-00000-00-GM

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

AGGREGATE WEDGE SHOULDERS, TYPE B:

Aggregate Wedge Shoulders, Type B will be placed as follows:

From Illinois Route 78 to Morrison Road (4.1 miles) - 3 foot width with a 6% cross slope and will be placed on each side of the route - 1,476 Tons.

The material shall meet the requirements of C.A. 10 as specified in Section 1004 of the Standard Specifications for Road and Bridge Construction. This work shall comply with Section 481 of the Standard Specifications for Road and Bridge Construction and shall be paid for at the contract unit price per Ton for Aggregate Wedge Shoulders, Type B.

This work shall be completed by October 01, 2024.

Traffic Control Plan:

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

The contractor shall take precautions both to insure that proper traffic control measures are taken to provide for safe and convenient movement of public traffic and to hold the incidence of vehicular tracking of freshly applied markings to a minimum.

All traffic control shall be considered incidental to this contract.



Local Public Agency	County	Street Name/Road Name	Section Number
County Highway Department	Carroll	Ideal Road	24-00000-00-GM

All contractors are required to complete the following certification

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

--

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

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

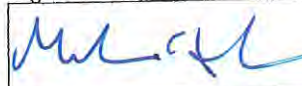
LABORERS: Illinois Laborers & Contractors Joint apprenticeship and Training Program; CARPENTERS: United Brotherhood of Carpenters and Joiners Trust Fund and Local Subordinates; OPERATORS: Office of Apprenticeship Training, Employer and Labor Services, Bureau of Apprenticeship and Training, Operating Engineers Local #150; IRONWORKERS: Ironworkers Local 499, Joint Apprenticeship Training Committee; CEMENT MASONS & PLASTERERS: Northern IL Cement Masons & Plasterers, Joint Apprenticeship Training Committee; PAINTERS: Painting will be subcontracted; ELECTRICIANS: Electrical work will be subcontracted; TEAMSTERS: Office of Apprenticeship Training, Employer and Labor Services, Bureau of Apprenticeship and Training, Joint Council No. 25

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

--

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

Bidder
Civil Constructors, Inc. d/b/a Helm Civil
Title
President

Signature & Date
 Mark Helm 07/26/24

Address	City	State	Zip Code
2283 Business Route 20 East	Freeport	IL	61032



Local Public Agency	County	Street Name/Road Name	Section Number
County Highway Department	Carroll	Ideal Road	24-00000-00-GM

I, Mark Helm of Freeport, Illinois,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of Civil Constructors, Inc. d/b/a Helm Civil
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Civil Constructors, Inc. d/b/a Helm Civil will maintain a business office in the
Bidder
 State of Illinois, which will be located in Stephenson County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

 07/26/24

Print Name of Affiant

Mark Helm

Notary Public

State of IL

County Stephenson

Signed (or subscribed or attested) before me on 07/26/24 by
(date)

Mark Helm

(name/s of person/s)

, authorized agent(s) of

Civil Constructors, Inc. d/b/a Helm Civil

Bidder



(SEAL)

Notary Public Signature & Date

 07/26/24

My commission expires 10/27/26

BDE SPECIAL PROVISIONS
For the January 19 and March 8, 2024 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

File Name	#		Special Provision Title	Effective	Revised
80099	1	☐	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
80274	2	☐	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192	3	☐	Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
80173	4	☐	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5	☐	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
* 80241	6	☐	Bridge Demolition Debris	July 1, 2009	
* 50531	7	☐	Building Removal	Sept. 1, 1990	Aug. 1, 2022
* 50261	8	☐	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
80449	9	☐	Cement, Type II	Aug. 1, 2023	
80384	10	☒	Compensable Delay Costs	June 2, 2017	April 1, 2019
* 80198	11	☐	Completion Date (via calendar days)	April 1, 2008	
* 80199	12	☐	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80453	13	☐	Concrete Sealer	Nov. 1, 2023	
80261	14	☐	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434	15	☐	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
* 80029	16	☐	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
80229	17	☐	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80452	18	☐	Full Lane Sealant Waterproofing System	Nov. 1, 2023	
80447	19	☐	Grading and Shaping Ditches	Jan. 1, 2023	
80433	20	☐	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80443	21	☐	High Tension Cable Median Barrier Removal	April 1, 2022	
80456	22	☐	Hot-Mix Asphalt	Jan. 1, 2024	
80446	23	☐	Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
80438	24	☐	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
80045	25	☐	Material Transfer Device	June 15, 1999	Jan. 1, 2022
80450	26	☐	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
80441	27	☐	Performance Graded Asphalt Binder	Jan. 1, 2023	
80451	28	☐	Portland Cement Concrete	Aug. 1, 2023	
* 34261	29	☐	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80455	30	☒	Removal and Disposal of Regulated Substances	Jan. 1, 2024	
80445	31	☐	Seeding	Nov. 1, 2022	
80448	32	☐	Source of Supply and Quality Requirements	Jan. 2, 2023	
80340	33	☐	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127	34	☐	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
80397	35	☐	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	36	☒	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437	37	☐	Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
80435	38	☐	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
80410	39	☒	Traffic Spotters	Jan. 1, 2019	
* 20338	40	☐	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80429	41	☐	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439	42	☐	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
80302	43	☐	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80454	44	☐	Wood Sign Support	Nov. 1, 2023	
80427	45	☐	Work Zone Traffic Control Devices	Mar. 2, 2020	
* 80071	46	☐	Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions are in the 2024 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80436	Blended Finely Divided Minerals	Articles 1010.01 & 1010.06	April 1, 2021	
80440	Waterproofing Membrane System	Article 1061.05	Nov. 1, 2021	

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

"(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

Revise Article 107.40(c) of the Standard Specifications to read:

"(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

- "(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited."

Add the following to Section 109 of the Standard Specifications.

"109.13 Payment for Contract Delay. Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

(a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

"669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 "Regulated Substances Monitoring Daily Record (RSMMDR)".

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

"The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing."

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

"The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth."

Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

"669.07 Temporary Staging. Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option.

All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable.

If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing."

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

"The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOC GROUNDWATER ANALYSIS using EPA Method 8260B, SVOC GROUNDWATER ANALYSIS using EPA Method 8270C, or RCRA METALS GROUNDWATER ANALYSIS using EPA Methods 6010B and 7471A. This price shall include transporting the sample from the job site to the laboratory."

80455

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

"This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%"

TRAFFIC SPOTTERS (BDE)

Effective: January 1, 2019

Revise Article 701.13 of the Standard Specifications to read:

"701.13 Flaggers and Spotters. Flaggers shall be certified by an agency approved by the Department. While on the job site, each flagger shall have in his/her possession a current driver's license and a current flagger certification I.D. card. For non-drivers, the Illinois Identification Card issued by the Secretary of State will meet the requirement for a current driver's license. This certification requirement may be waived by the Engineer for emergency situations that arise due to actions beyond the Contractor's control where flagging is needed to maintain safe traffic control on a temporary basis. Spotters are defined as certified flaggers that provide support to workers by monitoring traffic.

Flaggers and spotters shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 2 garments. Flaggers shall be equipped with a stop/slow traffic control sign. Spotters shall be equipped with a loud warning device. The warning sound shall be identifiable by workers so they can take evasive action when necessary. Other types of garments may be substituted for the vest as long as the garments have a manufacturer's tag identifying them as meeting the ANSI Class 2 requirement. The longitudinal placement of the flagger may be increased up to 100 ft (30 m) from that shown on the plans to improve the visibility of the flagger. Flaggers shall not encroach on the open lane of traffic unless traffic has been stopped. Spotters shall not encroach on the open lane of traffic, nor interact with or control the flow of traffic.

For nighttime flagging, flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 10 fc (108 lux) measured 1 ft (300 mm) out from the flagger's chest. The bottom of any luminaire shall be a minimum of 10 ft (3 m) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties. Nighttime flaggers shall be equipped with fluorescent orange or fluorescent orange and fluorescent yellow/green apparel meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 3 garments.

Flaggers and spotters shall be provided per the traffic control plan and as follows.

- (a) Two-Lane Highways. Two flaggers will be required for each separate operation where two-way traffic is maintained over one lane of pavement. Work operations controlled by flaggers shall be no more than 1 mile (1600 m) in length. Flaggers shall be in sight of each other or in direct communication at all times. Direct communication shall be obtained by using portable two-way radios or walkie-talkies.

The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the

operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer.

- (b) Multi-Lane Highways. At all times where traffic is restricted to less than the normal number of lanes on a multilane pavement with a posted speed limit greater than 40 mph and the workers are present, but not separated from the traffic by physical barriers, a flagger or spotter shall be furnished as shown on the plans. Flaggers shall warn and direct traffic. Spotters shall monitor traffic conditions and warn workers of errant approaching vehicles or other hazardous conditions as they occur. One flagger will be required for each separate activity of an operation that requires frequent encroachment in a lane open to traffic. One spotter will be required for each separate activity with workers near the edge of the open lane or with their backs facing traffic.

Flaggers will not be required when no work is being performed, unless there is a lane closure on two-lane, two-way pavement.”

Carroll County Prevailing Wage Rates posted on 7/15/2024

Overtime																
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	BLD		50.07	51.07	1.5	1.5	2.0	2.0	9.55	23.70	0.00	0.80	0.00	4.00	8.00
ASBESTOS ABT-MEC	All	BLD		30.60	31.60	1.5	1.5	2.0	2.0	10.45	7.00	0.00	0.50	0.00	0.00	0.00
BOILERMAKER	All	BLD		43.54	46.54	1.5	1.5	2.0	2.0	7.07	24.29	0.00	2.18	0.00	16.38	32.76
BRICK MASON	All	BLD		47.50	50.25	1.5	1.5	2.0	2.0	14.45	18.75	0.00	1.32	0.00	0.00	0.00
CARPENTER	All	BLD		42.14	46.78	1.5	1.5	2.0	2.0	12.00	24.30	0.00	0.82	0.00	0.00	0.00
CARPENTER	All	HWY		47.60	49.35	1.5	1.5	2.0	2.0	12.00	24.30	0.00	0.82	0.00	0.00	0.00
CEMENT MASON	All	ALL		40.05	42.80	1.5	1.5	2.0	2.0	12.55	26.56	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		39.83		1.5	1.5	2.0	2.0	12.20	12.72	0.00	1.16		0.00	0.00
COMMUNICATION TECHNICIAN	E	BLD		48.00	52.80	1.5	1.5	2.0	2.0	17.79	18.63	0.00	0.96		0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52	1.52	8.63	17.26
ELECTRIC PWR GRNDMAN	All	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	All	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83	1.83	10.38	20.76
ELECTRIC PWR TRK DRV	All	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21	1.21	6.87	13.75
ELECTRICIAN	E	BLD		58.00	63.80	1.5	1.5	2.0	2.0	17.79	23.53	0.00	1.16		0.00	0.00
ELECTRICIAN	W	BLD		41.75	43.75	1.5	1.5	2.0	2.0	10.59	16.07	0.00	0.73	0.00	0.00	0.00
ELECTRONIC SYSTEM TECH	W	BLD		28.00	29.75	1.5	1.5	2.0	2.0	8.35	8.99	0.00	0.35	0.00	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		62.51	70.32	2.0	2.0	2.0	2.0	16.17	20.96	5.00	0.75		0.00	0.00
FENCE ERECTOR	E	ALL		42.45	47.54	1.5	1.5	2.0	2.0	13.21	28.62	0.00	1.80	0.00	0.00	0.00
GLAZIER	All	BLD		30.78	33.24	1.5	1.5	2.0	2.0	7.14	13.56	0.00	0.75	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		34.21	36.04	1.5	1.5	2.0	2.0	8.35	14.55	0.00	1.25	0.00	0.00	0.00
IRON WORKER	E	ALL		46.59	52.18	2.0	2.0	2.0	2.0	13.21	33.79	0.00	1.80	0.00	0.00	0.00
IRON WORKER	W	ALL		36.73	39.67	1.5	1.5	2.0	2.0	12.59	16.40	0.00	0.72	0.00	0.00	0.00
LABORER	All	BLD		40.47	41.47	1.5	1.5	2.0	2.0	9.55	23.70	0.00	0.80	0.00	4.00	8.00
LABORER	All	HWY		46.72	47.47	1.5	1.5	2.0	2.0	9.55	23.70	0.00	0.80	0.00	4.00	8.00
LABORER, SKILLED	All	HWY		50.07	50.82	1.5	1.5	2.0	2.0	9.55	23.70	0.00	0.80	0.00	4.00	8.00
LATHER	All	BLD		42.14	46.78	1.5	1.5	2.0	2.0	12.00	24.30	0.00	0.82	0.00	0.00	0.00

Carroll County Prevailing Wage Rates posted on 7/15/2024

MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	BLD		39.83		1.5	1.5	2.0	2.0	12.20	12.72	0.00	1.16		0.00	0.00
MARBLE MASON	All	BLD		43.48	45.98	1.5	1.5	2.0	2.0	12.20	14.06	0.00	1.21		0.00	0.00
MATERIAL TESTER I	All	ALL		50.07	50.82	1.5	1.5	2.0	2.0	9.55	23.70	0.00	0.80	0.00	4.00	8.00
MATERIALS TESTER II	All	ALL		50.07	50.82	1.5	1.5	2.0	2.0	9.55	23.70	0.00	0.80	0.00	4.00	8.00
MILLWRIGHT	All	BLD		37.55	39.80	1.5	1.5	2.0	2.0	10.86	17.40	0.00	0.82	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	52.55	56.55	2.0	2.0	2.0	2.0	23.95	19.70	3.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	51.85	56.55	2.0	2.0	2.0	2.0	23.95	19.70	3.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	49.40	56.55	2.0	2.0	2.0	2.0	23.95	19.70	3.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	47.40	56.55	2.0	2.0	2.0	2.0	23.95	19.70	3.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	56.30	56.55	2.0	2.0	2.0	2.0	23.95	19.70	3.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	55.55	56.55	2.0	2.0	2.0	2.0	23.95	19.70	3.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	52.55	56.55	2.0	2.0	2.0	2.0	23.95	19.70	3.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	52.40	56.40	1.5	1.5	2.0	2.0	23.95	19.70	3.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	51.85	56.40	1.5	1.5	2.0	2.0	23.95	19.70	3.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	50.55	56.40	1.5	1.5	2.0	2.0	23.95	19.70	3.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	49.10	56.40	1.5	1.5	2.0	2.0	23.95	19.70	3.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	47.65	56.40	1.5	1.5	2.0	2.0	23.95	19.70	3.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	55.40	56.40	1.5	1.5	2.0	2.0	23.95	19.70	3.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	53.40	56.40	1.5	1.5	2.0	2.0	23.95	19.70	3.00	2.85	0.00	0.00	0.00
PAINTER	All	ALL		31.32	32.57	1.5	1.5	1.5	2.0	8.10	10.55	0.00	0.50		0.00	0.00
PAINTER OVER 30 FT.	All	ALL		33.32	34.57	1.5	1.5	1.5	2.0	8.10	10.55	0.00	0.50	0.00	0.00	0.00
PAINTER PWR EQMT	All	ALL		31.82	33.08	1.5	1.5	1.5	2.0	8.10	10.55	0.00	0.50	0.00	0.00	0.00
PILEDRIIVER	All	BLD		43.14	47.89	1.5	1.5	2.0	2.0	12.00	24.30	0.00	0.82	0.00	0.00	0.00
PILEDRIIVER	All	HWY		48.60	50.35	1.5	1.5	2.0	2.0	12.00	24.30	0.00	0.82	0.00	0.00	0.00
PIPEFITTER	E	BLD		54.40	58.21	1.5	1.5	2.0	2.0	13.47	14.20	0.00	2.35	0.00	0.00	0.00
PIPEFITTER	W	ALL		44.80	49.28	1.5	1.5	2.0	2.0	8.15	16.15	0.00	1.65		0.00	0.00
PLASTERER	All	BLD		40.55	44.61	1.5	1.5	2.0	2.0	13.25	23.67	0.00	0.80	0.00	0.00	0.00
PLUMBER	E	BLD		54.40	58.21	1.5	1.5	2.0	2.0	13.47	14.20	0.00	2.35	0.00	0.00	0.00
PLUMBER	W	ALL		44.80	49.28	1.5	1.5	2.0	2.0	8.15	16.15	0.00	1.65		0.00	0.00

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ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.83	16.44	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		52.14	61.41	1.5	1.5	2.0	2.0	10.70	23.56	0.00	1.42	1.80	17.75	35.51
SPRINKLER FITTER	All	BLD		47.09	50.09	1.5	1.5	2.0	2.0	11.45	14.92	0.00	0.52		0.00	0.00
STONE MASON	All	BLD		47.50	50.25	1.5	1.5	2.0	2.0	14.45	18.75	0.00	1.32	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		39.83		1.5	1.5	2.0	2.0	12.20	12.72	0.00	1.16		0.00	0.00
TERRAZZO MASON	All	BLD		43.40	45.98	1.5	1.5	2.0	2.0	12.20	14.06	0.00	1.21		0.00	0.00
TILE LAYER	All	BLD		42.14	46.78	1.5	1.5	2.0	2.0	12.00	24.30	0.00	0.82	0.00	0.00	0.00
TILE MASON	All	BLD		43.48	45.98	1.5	1.5	2.0	2.0	12.20	14.06	0.00	1.21		0.00	0.00
TRUCK DRIVER	All	ALL	1	43.24	47.60	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	43.38	47.60	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.10	47.60	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.49	47.60	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	5	45.59	47.60	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	1	34.59	38.08	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	2	35.06	38.08	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	3	35.28	38.08	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	4	35.59	38.08	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	5	36.47	38.08	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		47.50	50.25	1.5	1.5	2.0	2.0	14.45	18.75	0.00	1.32	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations CARROLL COUNTY

COMMUNICATIONS TECHNICIAN (EAST) - Townships of Cherry Grove, Rock Creek, Shannon, Wysox, Lima, and Elkhorn Grove.

ELECTRICIANS (EAST) - Townships of Cherry Grove, Shannon, Rock Creek, Lima, Wysox, and Elkhorn Grove.

IRONWORKERS (EAST) - That part of the county East of a line between Fair Haven and Derinda Center (JoDaviess County).

FENCE ERECTORS (EAST) - Same as Iron Workers above.

PLUMBERS & PIPEFITTERS (EAST) - That part of the county East of Rt. 78 and including Mt. Carroll.

ELECTRONIC SYSTEMS TECHNICIAN -(WEST) - Portion west of Cherry Grove, Rock Creek and Wysox Townships.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN - East

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications

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systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

ELECTRONIC SYSTEMS TECHNICIAN - West

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cession workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coring machine operator, plaster tender, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, hazardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

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OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograder; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.); Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, or Drilling - with a seat); Lowboys; Pumps, Over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating;

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Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw (large self-propelled - excluding walk-behinds and hand-held); Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form - Motor Driven.

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse

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employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

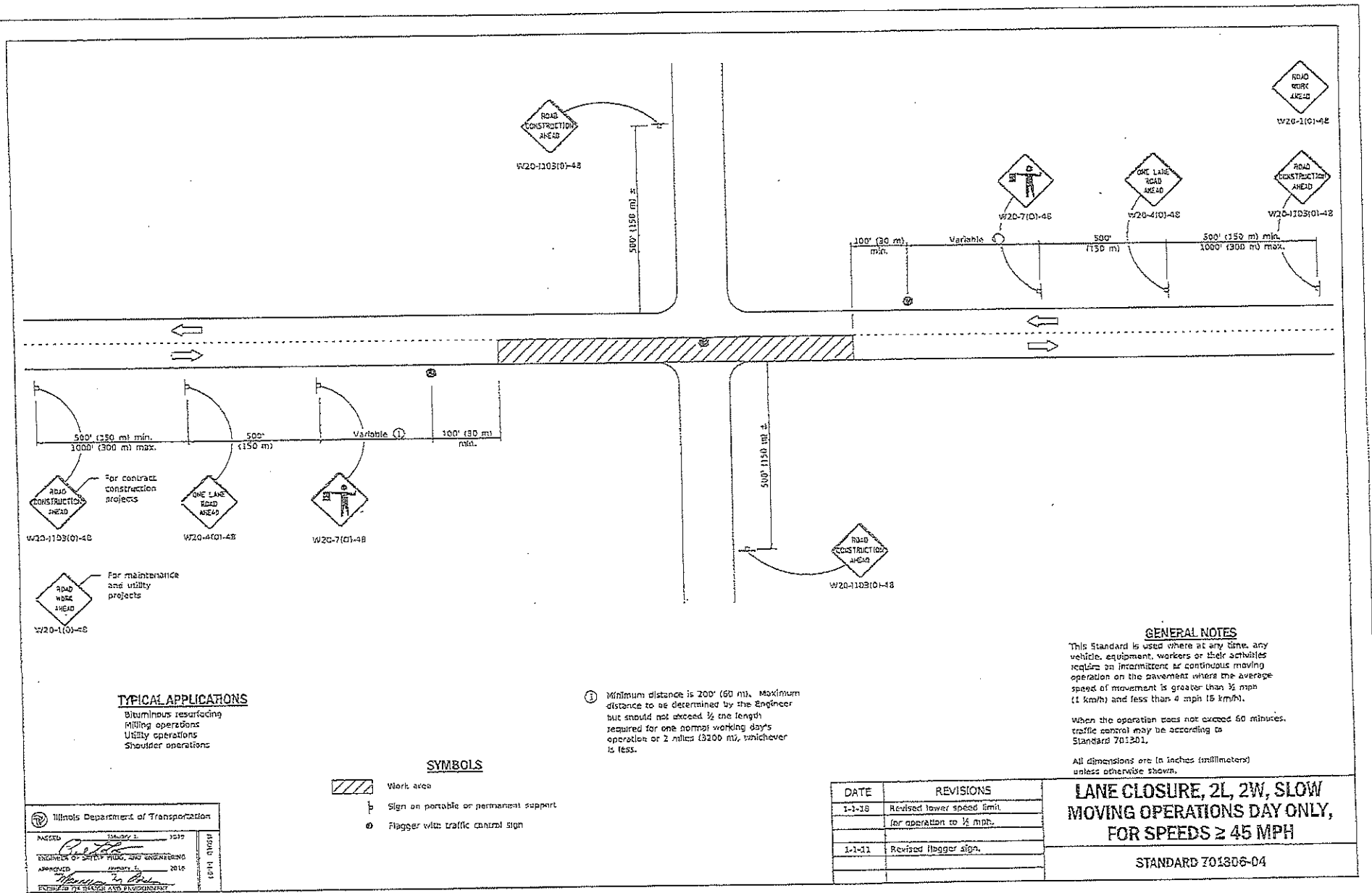
This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

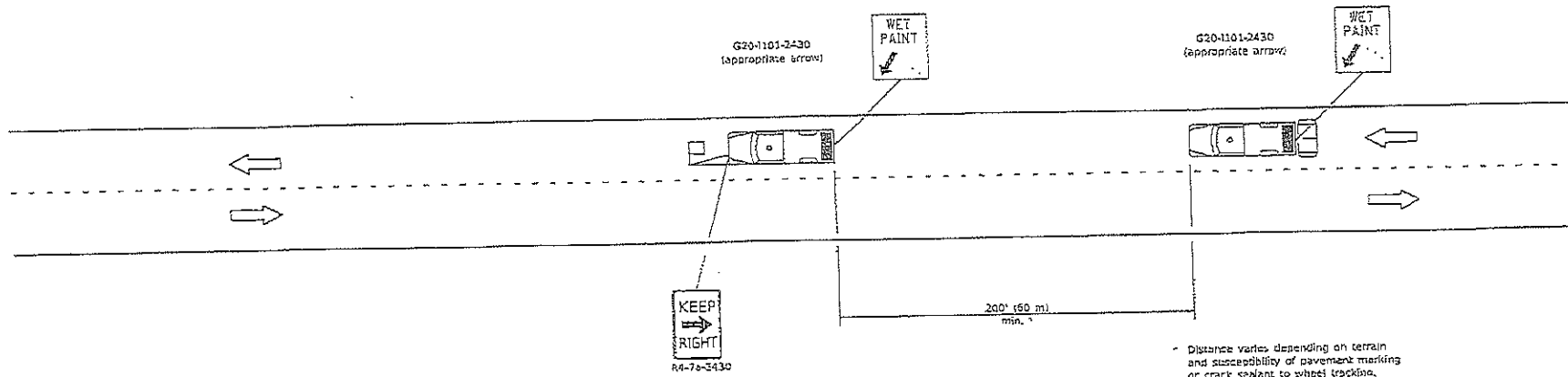
Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.





TYPICAL APPLICATIONS

Landscaping work
Utility work
Pavement marking
Weed spraying
Roadmeter measurements
Debris cleanup
Crack pouring

SYMBOLS

- Arrow board (Hazard Mode only)
- Truck with headlights, emergency flashers and flashing amber light (visible from all directions)
- 18x18 (450x450) mm. orange flag (use when guide wheel is used)
- Truck mounted attenuator

GENERAL NOTES

This Standard is used where any vehicle, equipment, workers or their activities will require a continuous moving operation where the average speed is greater than 3 mph (5 km/h).

For shoulder operations not encroaching on the pavement, use DETAIL A, Standard 701426.

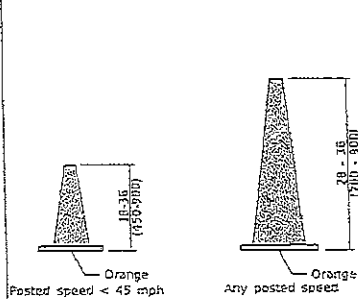
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
PASSED	January 1, 2005
DIRECTOR OF TRANSPORTATION	<i>[Signature]</i>
APPROVED	January 1, 2005
ENGINEER OF DESIGN AND ENVIRONMENT	<i>[Signature]</i>

DATE	REVISIONS
1-1-09	Switched units to English (metric). Omitted Pass With Care sign.
1-1-00	Elim. speed restrictions in Standard title.

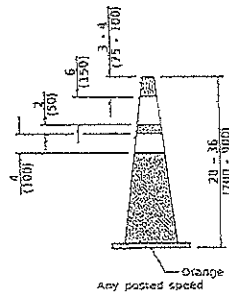
LANE CLOSURE 2L, 2W MOVING OPERATIONS- DAY ONLY

STANDARD 701311-03



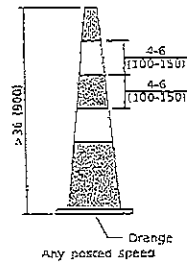
DAYTIME USE

CONES

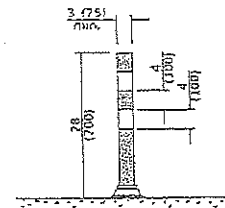


Any posted speed

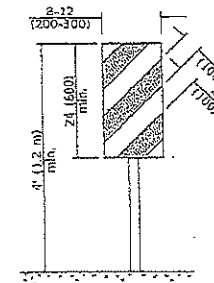
DAY OR NIGHTTIME USE



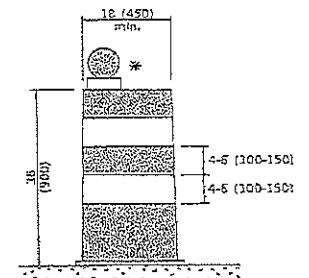
Any posted speed



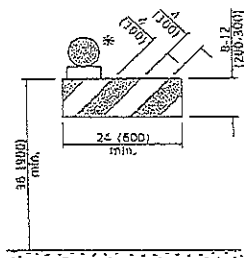
TUBULAR MARKER



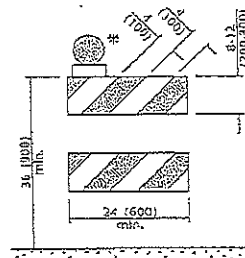
**VERTICAL PANEL
POST MOUNTED**



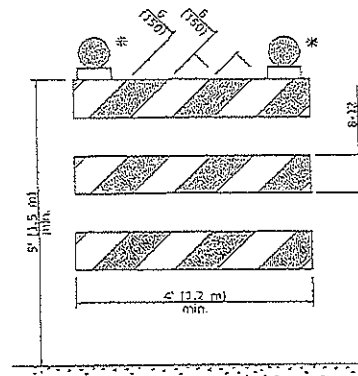
DRUM



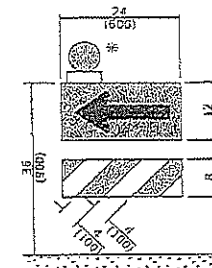
TYPE I BARRICADE



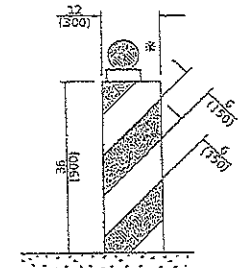
TYPE II BARRICADE



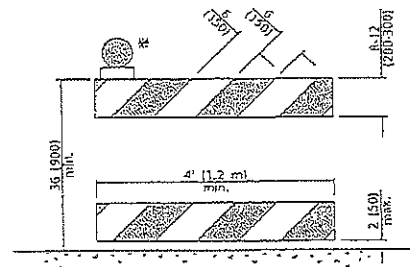
TYPE III BARRICADE



**DIRECTION INDICATOR
BARRICADE**



VERTICAL BARRICADE



**DETECTABLE PEDESTRIAN
CHANNELIZING BARRICADE**

* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

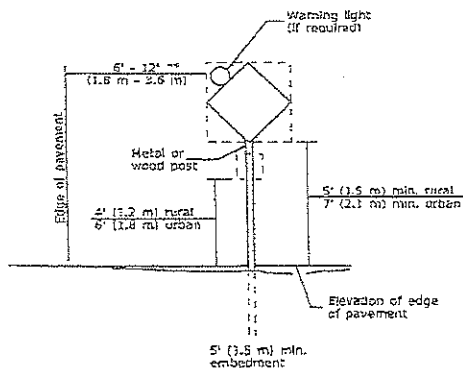
Illinois Department of Transportation	
APPROVED	2014
ENGINEER OF SAFETY, ROAD AND ENGINEERING	
APPROVED	2015
ENGINEER OF DESIGN AND CONSTRUCTION	

DATE	REVISIONS
1-1-18	Revised cone usage and added cones >36" (900 mm) height.
1-1-18	Revised END WORK ZONE
	SPEED LIMIT sign from orange to white background.

TRAFFIC CONTROL DEVICES

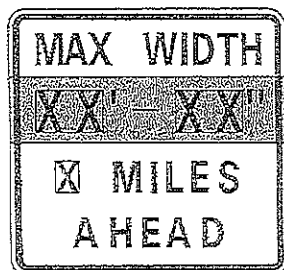
(Sheet 1 of 3)

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POST MOUNTED SIGNS

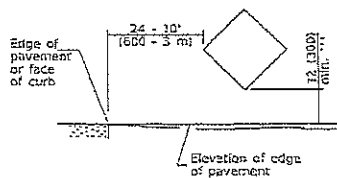
When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



W12-1103-48-5

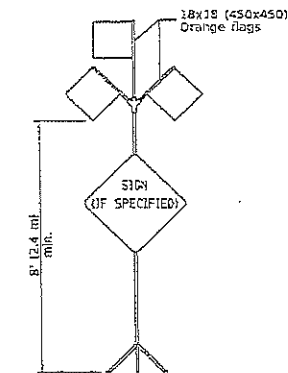
WIDTH RESTRICTION SIGN

XX'-XX' width and X miles are variable.

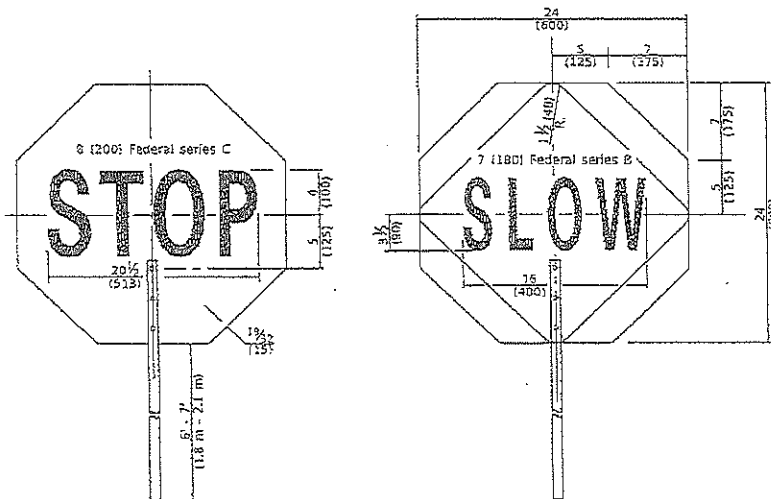


SIGNS ON TEMPORARY SUPPORTS

When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



HIGH LEVEL WARNING DEVICE



FRONT SIDE

REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

ROAD
CONSTRUCTION
NEXT X MILES
G20-1104(1)-6035

END
CONSTRUCTION
G20-1105(1)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING

WORK ZONE	W21-1115(1)-2612
SPEED LIMIT	R2-1-3648
XX	
PHOTO ENFORCED	R10-1108p-3618 ***
BOOK FINE MINIMUM	R2-1106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.

END
WORK ZONE
SPEED LIMIT
G20-1103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

*** R10-1108p shall only be used along roadways under the jurisdiction of the State.

TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

STANDARD 701901-08

Illinois Department of Transportation

APPROVED: _____ 2035

ENGINEER OF SAFETY, PROJ. AND ENVIRONMENT

APPROVED: _____ 2035

ENGINEER OF DESIGN AND ENVIRONMENT

STANDARD 701901-08



STANDARD 701901-08

CARROLL COUNTY

ILLINOIS

2024 AGGR WEDGE

SHOULDER, TV B

