

Tazewell County Board

Wednesday, July 26, 2023

David Zimmerman, Chairman of the Board

Michael Harris, Vice-Chairman of the Board



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TAZEWELL COUNTY BOARD

James Carius Community Room
Wednesday, July 26, 2023 - 6:00 p.m.

David Zimmerman - Chairman of the Board
Michael Harris - Vice Chairman of the Board

- A. Roll Call
- B. Invocation and Pledge of Allegiance
- C. Communications from members of the public and county employees
- D. Communications from elected and appointed county officials
- E. Approve the minutes of the June 28, 2023 County Board Proceedings
- F. In-Place Finance Committee Meeting
- G. Consent Agenda:

Health Services

- HS-23-23 1. Approve software agreement with Houndtowne, Inc., for Animal Control purposes

Land Use:

- LU-23-15 2. Approve Case No. 23-42-S – Taz Co IL S1, LLC, Special Use, Delavan Twp.
- LU-23-16 3. Approve Case No. 23-43-Z – Cynthia Wallen, Rezoning, Groveland Twp.
- LU-23-17 4. Approve Case No. 23-44-Z – DCC Propane/Morton Twp., Rezoning, Morton Twp.

Property

- P-23-09 5. Approve quotes for a storage shed at the Tazewell County Animal Control building
- P-23-10 6. Approve quotes for walk-in freezer unit replacement at the Justice Center

Finance

- F-23-28 7. Approve budget transfer for the Community Development.
- F-23-29 8. Approve recognition of American Rescue Plan Act expenses
- F-23-30 9. Approve budget transfer for Supervisor of Assessment, GIS Division

- F-23-31 10. Approve the Illinois DCEO Uniform Application for State Grant Assistance
Upon approval of In-Place meeting
- F-23-32 11. Approve the purchase of a 2023 Ford Edge for Community Development
Upon approval of In-Place meeting

Executive

- E-23-106 12. Approve Tazewell County Title VI Program
- E-23-110 13. Approve 3rd quarter 2023 payment to Greater Peoria Economic Development Council
- E-23-111 14. Approve Property Assessed Clean Energy Ordinance
- E-23-112 15. Approve amendments to the Purchasing Policies

Appointments and Reappointments

- E-23-103 a. Appointment of Kimberly Sevearns to the Greater Creve Coeur Sanitary District
- E-23-105 b. Appointment of David Catton to the Emergency Telephone System Board
- E-23-107 c. Appointment of Amy Grugan to the Tazewell County Board of Health
- E-23-109 d. Appointment of Samuel Miller to the Zoning Board of Appeals

I. Unfinished Business

J. New Business

K. Review of approved bills

L. Approve the August 2023 Calendar of Meetings

M. Recess to August 30, 2023

Chairman David Zimmerman
Kim D. Joesting, Dist. 1
Nancy Proehl, Dist. 1
Mark Goddard, Dist. 1
Kaden Nelms, Dist. 1
Nick Graff, Dist. 2
Greg Menold, Dist. 2
Greg Sinn, Dist. 2
Sierra Smith, Dist. 3
Dave Mingus, Dist. 3
Tammy Rich-Stimson, Dist. 3



John C. Ackerman
County Clerk

Vice Chairman, Michael Harris, Dist. 3
Jay Hall, Dist. 1
Michael Deppert, Dist. 1
Sam Goddard, Dist. 1
Vivian Hagamann, Dist. 2
Maxwell Schneider, Dist. 2
Roy Paget, Dist. 2
Randi Krehbiel, Dist. 2
Russ Crawford, Dist. 3
William (Bill) Atkins, Dist. 3
Greg Longfellow, Dist. 3

**TAZEWELL COUNTY BOARD
MEETING MINUTES
WEDNESDAY JUNE 28, 2023
6:00 PM**

James Carius Community Room, Tazewell Law & Justice Center,
101 S. Capitol Street, Pekin, Illinois 61554

ROLL CALL BY COUNTY CLERK

Attendance was taken by Roll Call and the following members of the board were present: Chairman Zimmerman, Vice Chairman Michael Harris, Members Atkins, Crawford, Deppert, Mark Goddard, Sam Goddard, Graff, Hagaman, Hall, Joesting, Krehbiel, Menold, Mingus, Nelms, Proehl, Rich-Stimson, Schneider, Sinn, Smith - 20. Absent: Longfellow, Paget – 2.

INVOCATION AND PLEDGE OF ALLEGIANCE

Chairman Zimmerman led the invocation followed by the Pledge of Allegiance.

COMMUNICATION FROM MEMBERS OF THE PUBLIC AND COUNTY EMPLOYEES

Matthew Johnson, a concerned citizen, spoke on the proposed demolition of the Arcade and Tobin buildings. He encouraged the Board to vote against such demolition.

COMMUNICATIONS FROM ELECTED & APPOINTED COUNTY OFFICIALS

No communication from elected and appointed county officials.

APPROVE THE MINUTES OF THE MAY 31, 2023, COUNTY BOARD MEETING

Member Joesting moved to approve the minutes of the Board Meeting held on May 31, 2023, as printed; seconded by Member Rich-Stimson. Motion to approve the minutes as printed were approved by voice vote of 19 Yeas, 0 Nays.

IN-PLACE PROPERTY COMMITTEE MEETING

Meeting started at 6:06 PM and ended at 6:11 PM.

IN-PLACE EXECUTIVE COMMITTEE MEETING

Meeting started at 6:11 PM and ended at 6:20 PM.

Executive Committee went into Closed Session at 6:11 PM and returned to Open Session at 6:18 PM.

CONSENT AGENDA

- 1. Land Use: Approve subdivision modification (waiver of road requirements), Michael Bonham, Groveland Township, RESOLUTION LU-23-13.**
- 2. Land Use: Approve subdivision modification (waiver of road requirements), Cedar Lake Subdivision Section Two-Washington Township, RESOLUTION LU-23-14.**
- 3. Transportation: Approve Tri-County Regional Planning Agreement – BLR 09110, RESOLUTION T-23-19.**
- 4. Property: Approve bid for sidewalk removal and replacement, and a walkway in front of the Courthouse, RESOLUTION P-23-07. Upon approval of In-Place meeting.**
- 5. Property: Approve bid for abatement and demolition of Arcade/Monge Building and demolition of Tobin Building, RESOLUTION P-23-08. Upon approval of In-Place meeting.**
- 6. Finance: Approve pay increase for Election Judges, RESOLUTION F-23-24.**
- 7. Finance: Approve budget transfer for Veteran's Assistance, RESOLUTION F-23-26**
- 8. Finance: Approve annual purchase of network and email licensing, RESOLUTION F-23-27.**
- 9. Executive: Approve twin community resolution with Tazewell, Tennessee, RESOLUTION E-23-76.**
- 10. Executive: Approve per diems and mileage reimbursement for Member Roy Paget, RESOLUTION E-23-93.**

11. Executive: Approve Site Owner Estoppel Certificate and Agreement
RESOLUTION E-23-96.
12. Executive: Approve bid for Heritage Lake Subdivision seal coat work,
RESOLUTION E-23-97.
13. Executive: Approve payment for contractual services for the Community
Development Block Grant Revolving Loan Closeout – Accessibility
Improvements, Grant # 18-248592 per contractual agreement with Knapp
Concrete Contractors Inc., RESOLUTION E-23-98.
14. Executive: Approve third change order for the Community Development
Block Grant Revolving Loan Closeout – Sidewalks, Grant # 18-248952,
RESOLUTION E-23-99.
15. Executive: Approve payment for contractual services for the Community
Development Block Grant Revolving Loan Closeout – Building, Grant # 18-248591
per contractual agreement with Bishop Bros., RESOLUTION E-23-100.
16. Executive: Approve purchase of 1800 Broadway Street, Pekin, the purchase
of two neighboring lots, and a partial leaseback, RESOLUTION E-23-104. Upon
approval of In-Place meeting.
17. Executive: Approve precinct boundaries and polling locations, RESOLUTION
E-23-73. Upon approval of In-Place meeting.

Member Crawford moved to approve the Consent Agenda items as outlined in the agenda packet; seconded by Member Deppert. The Consent Agenda was approved by voice vote of 19 Yeas; 0 Nays.

The following items were removed from the Consent Agenda for further discussion:

Item 3 Transportation: Member Sinn questioned why the cost to PUATS has risen over the years. Highway Department Director Dan Parr responded to Member Sinn's question by stating that the cost had been consistent, but the higher cost of living has recently Affected the amount. Member Crawford motioned to approve Tri-County Regional Planning Agreement – BLR 09110; seconded by Member Rich-Stimson. Motion passed by voice vote of 19 Yeas; 0 Nays

Item 4 Property: Member Rich-Stimson motioned to approve bid for sidewalk removal and replacement, and a walkway in front of the Courthouse; seconded by Member Harris. Motion passed by voice vote of 19 Yeas; 0 Nays.

Item 5 Property: Member Menold moved to remove the amendment from the Property Committee Meeting, which would remove \$13,000 for the salvage of the Arcade Building facade; seconded by Member Graff. Discussion took place regarding the proposed amendment. Motion to remove \$13,000 for the salvage of the Arcade Building facade failed by voice vote of 2 Yeas – Graff, Menold; 17 Nays.

Motioned to approve bid for abatement and demolition of Arcade/Monge Building and demolition of Tobin Building as amended to include \$13,000 for salvage of the Arcade Building facade passed by voice vote of 18 Yeas; 1 Nay – Crawford.

Item 6 Finance: Member Smith stated she would be abstaining from this vote since family members were election judges. Member Smith motioned to approve increase for Election Judges; seconded by Member Atkins. Motion passed by voice vote of 18 Yeas; 0 Nays; 1 Abstention - Smith.

Item 14 Executive: Member Schneider motioned to amend the third change order for the Community Development Block Grant Revolving Loan Closeout – Sidewalks, Grant # 18-248952 to change amount from \$3577 to \$4474; seconded by Member Graff. Motion to amend passed by roll call vote of 19 Yeas; 0 Nays. Motion to approve as amended passed by voice vote of 19 Yeas; 0 Nays.

Item 16 Executive: Member Schneider motioned to approve purchase of 1800 Broadway Street, Pekin, the purchasing of two neighboring lots, and a partial leaseback; seconded by Member Graff. Motion passed by voice vote of 19 Yeas; 0 Nays.

Item 17 Executive: Member Sam Goddard moved to approve Precinct boundaries and polling locations; seconded by Member Crawford. Motion passed by voice vote of 19 Yeas; 0 Nays.

APPOINTMENTS/REAPPOINTMENTS

E-23-94: Member Sinn moved to Reappoint David Dingledine to the Tazewell County Board of Health; seconded by Member Atkins. Resolution E-23-94 was approved by voice vote of 19 Yeas; 0 Nays.

E-23-95: Member Sinn moved to Reappoint Dr. Adam Sturdivant to the Tazewell County Board of Health; seconded by Member Atkins. Resolution E-23-95 was approved by voice vote of 19 Yeas; 0 Nays.

E-23-102: Member Sinn moved to Appoint Valerie Fehr to the Zoning Board of Appeals; seconded by Member Atkins. Resolution E-23-102 was approved by voice vote of 19 Yeas; 0 Nays.

UNFINISHED BUSINESS

Member Mingus thanked Facilities Director Mike Schone for his hard work and dedication on preparing bid documents for the County.

Chairman Zimmerman stated per request of the local fire chiefs he will be issuing a burn ban for open burning in Tazewell County.

NEW BUSINESS

It was determined no new business for the board at this time.

Review of approved bills.

Board Members reviewed the approved bills as presented.

APPROVE THE JULY 2023 CALENDAR

Member Atkins moved to approve the July 2023 calendar; seconded by Member Deppert. Motion to approve the July 2023 calendar was approved by voice vote of 19 Yeas; 0 Nays.



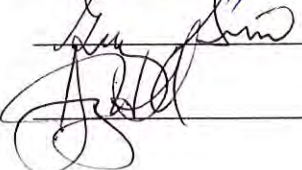
ADJOURNMENT

There being no further business before the Board, Board Chairman Zimmerman announced the meeting was adjourned. The Tazewell County Board Meeting adjourned at 6:32 PM. The next scheduled County Board meeting will be July 26, 2023.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board to approve the software agreement with Houndtowne, Inc., as outlined in the ShelterLuv Ordering + Form & Terms & Conditions; and

WHEREAS, the total cost of the software agreement is \$2.00 per adoption with an estimated yearly cost of \$240.00-\$480.00; and

WHEREAS, the Software Maintenance account (231-530-5200) will be used to pay for the cost of licensing which are appropriated in the FY23 budget; and

THEREFORE BE IT RESOLVED that the County Clerk approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Animal Control Office, Finance Department, and the Auditor of this action.

PASSED THIS 26th DAY OF JULY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Ordering Form + Terms & Conditions

Prepared for:

Libby Aeschleman
Tazewell County Animal Control

Ordering Document

Houndtowne, Inc. (“**Houndtowne**”) and the shelter identified below (“**Shelter**”) hereby enter into this Ordering Document as of the date of full execution, as set forth below. This Ordering Document is governed by the terms and conditions available at: <https://www.shelterluv.com/pdf/termsandconditions> (the “**Terms**”, and collectively, with this Ordering Document, the “**Agreement**”). Capitalized terms not defined in this Order Form will have the meanings set forth in the Terms.

Terms with initial capital letters that are not defined in this Ordering Document are defined in the applicable Exhibit. In the event of a conflict, the terms of this Ordering Document control over the terms of the Exhibit.

Organization Information

Payment Method

Customer Name: Tazewell County Animal Control

Credit Card

Street Address:

City/State/Zip:

Country:

Contact: Libby Aeschleman

Phone: +13099253370

Email Address: laeschleman@tazewell-il.gov

Retailer to pay all fees set forth below:

Item Description	Fee Per Adoption
Houndtowne Service	\$0/adoption for first year if activate by June 30th. \$2.00 USD

Term: The Initial Term of this Agreement begins on the Effective Date and continues until 12 months after the Launch Date (the “Initial Term”). The Agreement will automatically renew for additional, successive one-month periods,(each a “Renewal Term” and collectively with the Initial Term, the “Term”), unless either party gives written notice to the other party of its intent not to renew within five (5) days of the end of any Renewal Term, or the Agreement is terminated in accordance with the Terms and Conditions.

You will automatically be charged, on a monthly basis, in arrears, for the adoptions completed in the preceding month, based on the Fee per Adoption set forth above. You acknowledge and agree that Houndtowne is authorized to charge the Payment Method above in this manner.

You further acknowledge and agree that Houndtowne may change the payment terms at any time upon notice to Customer.

By signing below, you certify that you are an authorized representative of the Shelter and that Shelter agrees to be bound by this Agreement, including all Exhibits referenced in this Ordering Document. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument. This Agreement, together with all Exhibits referenced in this Order Document, constitutes the sole, final and entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous agreements between the parties regarding such subject matter.

Houndtowne, Inc.

Tazewell County Animal Control

A handwritten signature in cursive script that reads "Greg Lucas". The signature is written in dark ink on a light-colored background.

Name: Greg Lucas

Name: Libby Aeschleman

Title: President

Title:

06-15-2023

Terms & Conditions

The communications between Customer and Houndtowne relating to the Service may use electronic means. For contractual purposes, Customer: (a) consents to receive communications from Houndtowne in an electronic form, whether via email or posting on the Service or other reasonable means; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Houndtowne provides to Customer electronically satisfy any legal requirement that such communications would satisfy if they were in a print-on-paper writing.

1. Definitions

1. “Confidential Information” means all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.
2. “Customer Data” means any content, information, photos, or other materials provided, imported or uploaded to the Service by Customer or Users or on Customer’s behalf.
3. “Documentation” means Houndtowne-provided standard user manuals and documentation for the Service.
4. “Order Form” means the form evidencing the initial subscription for the Service and any subsequent order forms submitted in written form and specifying, among other things, the number of licenses and other service contracted for, the applicable fees and other terms as agreed to between the Parties.
5. “Professional Services” means any implementation, set-up, integration, training, custom development or other professional services made available to Customer by Houndtowne pursuant to a statement of work hereto.
6. “Service” means Houndtowne’s proprietary software application(s) regarding which a right to access is granted pursuant to these Terms.
7. “Users” means Customer’s employees, consultants and representatives who are authorized to utilize the Service and who are provided with access to the Service by virtue of a password or the equivalent thereof.

2. Access Grant and Restrictions.

1. **Access Grant.** Subject to the terms and conditions of the Agreement, Houndtowne grants Customer a non-exclusive, non-transferable right to permit Users to access the features and functions of the Service ordered under an Order Form solely for Customer’s internal business purposes during the Term.

2. **Limitations.** Customer agrees that it and its Users will not: (a) permit any third party to access and/or use the Service, other than the Users; (b) rent, lease, loan, or sell access to the Service to any third party; (c) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service, including any external websites that are linked to via the Service; (d) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any software component of the Service is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such code; (e) access the Service in order to build or create a derivative, competitive or similar product or service or copy any ideas, features, functions or graphics of the Service; (f) use the Service to stalk, harm and/or harass another; or (g) access or use the Service in any manner that could damage, disable, overburden or impair any Houndtowne server or the networks connected to any Houndtowne server. Customer shall undertake reasonable efforts to make all Users aware of the provisions of this Section 2.2. Customer acknowledges and agrees that the Service will not be used, and are not licensed for use, in connection with any time-critical or mission-critical functions. Customer will be responsible for acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Users to connect to, access, and use the Service.

3. **Usernames and Passwords.** Customer will provide to Houndtowne information and other assistance as necessary to enable Houndtowne to establish usernames for Users, and Customer will verify all User requests for account passwords. Customer will ensure that each username and password issued to a User will be used only by that User. Customer is responsible for maintaining the confidentiality of all Users' usernames and passwords, and is solely responsible for all activities that occur under these usernames. Customer will notify Houndtowne promptly of any actual or suspected unauthorized use of Customer's account, usernames or passwords, or any other breach or suspected breach of the Agreement.

Houndtowne reserves the right to terminate any username and password, which Houndtowne reasonably determines may have been used by an unauthorized third party or for an unlawful purpose. Any act or omission by a User which, if undertaken by Customer, would constitute a breach of the Agreement, will be deemed a breach of this Agreement by Customer.

4. **IP Ownership.** The Service and any of the Houndtowne's proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical material or information made available to Customer by Houndtowne in providing the Service and, if applicable, Professional Services, as well as any intellectual property rights therein (the "Houndtowne Technology") is the exclusive property of Houndtowne or its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Service or the Houndtowne Technology, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the Houndtowne Technology. All rights not expressly granted to Customer are reserved to Houndtowne.

Ownership of all work product, developments, inventions, technology or materials provided by Houndtowne under this Agreement will be solely owned by Houndtowne. Houndtowne, in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer or Users to Houndtowne in

connection with the Service (all such comments and suggestions, collectively, "Feedback"). Customer hereby grants Houndtowne a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into Houndtowne products and services.

5. **Modifications.** Houndtowne may change, suspend or discontinue any aspect of the Service at any time without notice or liability to Customer. Houndtowne may also impose limits on certain features and services or restrict Customer's access to part of the Service without liability. Houndtowne may also change the Terms from time to time at its sole discretion, and if Houndtowne makes any substantial changes, it will notify Customer by sending an email to the last email address Customer provided. These changes will be effective thirty (30) days following Houndtowne's dispatch of an email notice to Customer. Houndtowne may require Customer to provide consent to the updated Terms in a specified manner before further use of the Service is permitted. Otherwise, Customer's continued use of the Service constitutes Customer's acceptance of the changes.
6. **Open Source Software.** The Service may include certain software licensed under "open source" or "free software" licenses and nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such software.
7. **Professional Services.** Houndtowne may, in its sole discretion, offer Professional Services to Customer related to the Service. Until the Customer has ordered such Professional Services pursuant to a statement of work or Order Form, Houndtowne will have no obligation to provide Professional Services to Customer. Subject to the terms and conditions set forth in this Agreement, Houndtowne shall use commercially reasonable efforts to perform such Professional Services in a professional manner in accordance with industry standards. Houndtowne's ability to successfully perform hereunder is dependent upon Customer's provision of timely information, access to resources, and participation.

3. Customer Data.

1. **Usage of Customer Data.** In connection with the Service, Houndtowne may collect and/or receive Customer Data. As between the Parties, Customer owns the Customer Data. Customer acknowledges that Houndtowne may use the Customer Data, and Customer hereby licenses Houndtowne to use the Customer Data to provide and improve the Services. At any point during the Term, Customer may export and download a copy of the Customer Data through the Service, as described in the Documentation.
2. **Customer Commitment.** Customer will procure all rights and privileges to obtain and transfer data to Houndtowne under the terms of this Agreement including the Customer Data. The provision of such data from Customer to Houndtowne shall be in compliance with all applicable laws and regulations, including all privacy laws and regulations. Customer hereby represents and warrants that it owns or otherwise has sufficient right to grant Houndtowne access to and use of the Customer Data in accordance with the terms of this Agreement. Customer shall be responsible for and assumes the risk, responsibility and expense of any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all

such Customer Data.

- Data Loss.** During the Term, Houndtowne will use commercially reasonable efforts to back up and protect the Customer Data. Notwithstanding the foregoing, Houndtowne recommends that Customer download backup copies of Customer Data from on the Service on a regular basis. Customer agrees that Houndtowne may remove or modify any Customer Data which it deems to violate this Agreement. In the event of a loss of Customer Data caused by Houndtowne's negligence or willful misconduct, Houndtowne will use commercially reasonable efforts to recover the Customer Data within ninety-six (96) hours of notification of loss. If Houndtowne performs recovery services for a loss of Customer Data not caused by Houndtowne, Customer agrees to pay Houndtowne's then-current time and materials rate to recover the Customer Data.

The foregoing constitutes Customer's sole and exclusive remedy for any loss of Customer Data.

- Access to Customer Data.** In the event Customer's access to the Service is terminated (other than for Customer's breach), Houndtowne will continue to make available to Customer a file of the Customer Data for thirty (30) days after such termination. Customer agrees and acknowledges that Houndtowne has no obligation to retain the Customer Data, and may delete such Customer Data, at any time on or after the thirty-first (31st) day following termination. Houndtowne reserves the right to withhold, remove and/or discard Customer Data, without notice, for any breach of this Agreement, including Customer's non-payment or violation of any applicable law. Upon termination for cause, Customer's right to access or use Customer Data shall immediately cease, and Houndtowne will have no obligation to maintain or provide any Customer Data.

4. Confidentiality.

- Confidentiality.** Each Party agrees to: (a) use the Confidential Information of the other Party only as permitted herein; and (b) restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement. The foregoing provision will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction.
- Exceptions.** Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective

order; or (b) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5. Payment.

1. **Fees.** Customer shall pay all fees or charges set forth on the Order Form. Houndtowne has the right to increase such fees or charges at any time upon notice to Customer. Unless otherwise set forth therein, all payments are due within thirty (30) days of the date of the invoice sent by Houndtowne.

All payment obligations are non-cancelable and all amounts paid are nonrefundable.

2. **Billing.** You agree to promptly notify Houndtowne of any changes to the Payment Method you provided during the Term. Houndtowne shall be entitled to withhold performance and discontinue all services until all amounts due are paid in full. Houndtowne's fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States taxes based solely on Houndtowne's income. Customer agrees to provide Houndtowne with complete and accurate billing and contact information. Customer will update this information within thirty (30) days.

6. Limited Warranty and Disclaimer.

1. **Warranty.** Houndtowne warrants that it will provide the Service and any Professional Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will materially conform to Houndtowne's then current Documentation for the Service under normal use and circumstances. If Customer notifies Houndtowne of a breach, Houndtowne will reperform the nonconforming portion of the Service or Professional Services. The foregoing constitutes Customer's sole and exclusive remedy for any breach of warranty.
2. **Disclaimer.** THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS MADE FOR CUSTOMER'S BENEFIT ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL PROFESSIONAL SERVICES ARE PROVIDED "AS IS," AND HOUNDTOWNE MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY HOUNDTOWNE. HOUNDTOWNE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE SHALL BE

UNINTERRUPTED OR ERROR-FREE.

3. **Internet Delays.** THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. HOUNDTOWNE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS OR ANY OTHER FORCE MAJEURE EVENT. HOUNDTOWNE DOES NOT WARRANT THAT THE SERVICE WILL ALWAYS BE AVAILABLE.

7. Limitation of Liability.

1. **Types of Damages.** TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL HOUNDTOWNE, OR ITS SUPPLIERS, BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH HOUNDTOWNE'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE SERVICE OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF HOUNDTOWNE HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

IN NO EVENT SHALL HOUNDTOWNE BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

2. **Amount of Damages.** THE MAXIMUM LIABILITY OF HOUNDTOWNE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (A) THE FEES PAID BY CUSTOMER TO HOUNDTOWNE UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM; AND (B) ONE HUNDRED DOLLARS (\$100.00). THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE HOUNDTOWNE'S LIABILITY. IN NO EVENT SHALL HOUNDTOWNE'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.
3. **Additional Rights.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Customer.
4. **Basis of the Bargain.** The Parties acknowledge that the prices have been set and this Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the Parties.

8. Termination.

1. **Term.** This Agreement will commence on the Effective Date set forth on the initial Order Form and continue as long as an Order Form remains in effect, unless earlier terminated by either Customer or Houndtowne as set forth herein (the "Term").
2. **Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches the Agreement and thereafter has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the

terminating Party) within thirty (30) days after receiving written notice thereof.

3. **Effect of Termination.** Termination of Customer's account includes: (a) removal of access to all offerings within the Service; (b) deletion of Customer's password and all related information; and (c) barring of further use of the Service. Upon expiration or termination, Customer shall promptly discontinue use of the Service. However, the sections titled IP Ownership, Payment, Customer Data, Limited Warranty and Disclaimer, Limitation of Liability, Effect of Termination and Miscellaneous will survive any termination of the Agreement.

9. Miscellaneous.

1. **Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for the county in San Mateo County, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
2. **Publicity.** Houndtowne may publicly refer to Customer, including on Houndtowne's website and in sales presentations, as a Houndtowne customer and may use Customer's logo for such purposes. Similarly, Customer may publicly refer to itself as a customer of Houndtowne. Each Party hereby grants the other a limited, worldwide license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of fulfilling its obligations hereunder and as set forth in this Section 9.2. Houndtowne may also issue a press release announcing the relationship with Customer.
3. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Customer agrees that the section titled Limitation of Liability will remain in effect notwithstanding the unenforceability of any provision in the section titled Limited Warranty and Disclaimer.
4. **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
5. **Remedies.** The Parties acknowledge that any actual or threatened breach of the section titled Access Grant and Restrictions will constitute immediate, irreparable harm to the non-breaching Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing Party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

6. **No Assignment.** Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either Party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

7. **Force Majeure.** Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.

8. **Independent Contractors.** Customer's relationship to Houndtowne is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Houndtowne.

9. **Notices.** Customer is responsible for updating Customer's data to provide Houndtowne with Customer's most current email address. In the event that the last email address Customer have provided to Houndtowne is not valid, or for any reason is not capable of delivering to Customer any notices required by this Agreement, Houndtowne's dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described on the notice. Any notice provided to Houndtowne pursuant to this Agreement should be sent to Houndtowne at the address on the applicable Order Form, attention Chief Executive Officer.

10. **Entire Agreement.** This Agreement are the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersede and merge all prior discussions between the Parties with respect to such subject matters. Unless otherwise specifically stated: (i) the word "including" shall not be construed as terms of limitation, and shall mean "including without limitation" and (ii) any reference to days shall mean calendar days.

Houndtowne, Inc

Tazewell County Animal Control



Name: Greg Lucas

Name: Libby Aeschleman

Title: President

Title:

06 / 15 / 2023

Addendum to Houndtowne Service Agreement

This Addendum (this “Addendum”) is entered into by and between Houndtowne, Inc. having its principal place of business at 736 College Avenue, Menlo Park, CA 94025 (“Houndtowne”) and the customer identified below (“Customer”) (each of Houndtowne and Customer, a “Party” and collectively, the “Parties”). This Addendum will become effective upon its execution by authorized representatives of both Parties (the “Effective Date”). All capitalized terms used in this Addendum and not otherwise defined herein shall have the respective meaning set forth in the Agreement.

WHEREAS, Houndtowne and Customer are Parties to the Houndtowne Service Agreement, as modified or amended (the “Agreement”); and

WHEREAS, as further described in this Addendum, Houndtowne and Customer desire to supplement the Agreement to include additional terms as set forth herein.

NOW THEREFORE, Houndtowne and Customer agree as follows:

1. Definitions

- a. “Adoption” means each transaction pursuant to which an end customer of Customer adopts (1) pet from the Customer. If an end customer adopts three (3) pets from the Customer simultaneously, each adoption is calculated as a separate transaction such that three (3) “Adoptions” have occurred.
- b. “CCPA” means the California Consumer Privacy Act of 2018 and any binding regulations promulgated thereunder.
- c. “Personal Information” means any “personal information” (as such term is defined in the CCPA) contained within the Customer Data that Houndtowne is processing in connection with performing the Service under the Agreement.
- d. For purposes of this Addendum, the terms “business,” “commercial purpose,” “processing,” “sale,” “sell,” “service provider,” and “third party” shall have the respective meanings given thereto in the CCPA.

Section 2

With respect to any Personal Information, Customer is a business and Houndtowne is a service provider. Customer represents and warrants that it shall comply with the obligations applicable to it as a business under the CCPA including as it relates to its use of the Service, processing of Personal Information, any instructions of Customer to Houndtowne relating to the processing of Personal Information, and any sale of Personal Information to another business or any third party. Customer agrees to hold harmless Houndtowne from any alleged violation of Customer’s obligations under the CCPA.

Section 3

Houndtowne shall not (a) sell any Personal Information; (b) retain, use or disclose any Personal Information for any purpose other than for the specific purpose of providing the Service; or (c) retain, use or disclose the Personal Information outside of the direct business relationship between Houndtowne and Customer. Houndtowne hereby certifies that it understands its obligations under this Section 3 and will comply with them.

Section 4

The Parties acknowledge that Houndtowne's retention, use and disclosure of Personal Information authorized by Customer's instructions documented in the Agreement are integral to Houndtowne's provision of the Service and the business relationship between the Parties.

Section 5

During the Term, Customer will not enter into any agreement with a third party that competes with or otherwise conflicts with a provider of the products, services and offerings made available through the "Shelterpay" functionality of the Service. Customer shall not engage or otherwise use any competing providers, suppliers, or vendors to offer or provide the same or similar products, services, or offerings made available through "Shelterpay".

Section 6

Customer agrees that it will endeavor to ensure that all Adoptions will be processed and concluded through the "Shelterpay" functionality of the Service, such that the adopter directly views and completes the transaction ("Eligible Transaction"). Any Adoption where the Customer (or its employees or independent contractors) completes the transaction on the adopter's behalf is not considered an "Eligible Transaction". Notwithstanding any fees set forth on the Order Form, Customer acknowledges and agrees that, except as otherwise agreed to in writing in advance by Customer and Houndtowne, in the event fewer than ninety-four percent (94%) of Customer's Adoptions are processed as Eligible Transactions in any monthly period ("Minimum Threshold"), Houndtowne has the right to charge fees in an amount equal to eighteen dollars (\$18) for each Adoption that falls below the Minimum Threshold in the applicable month. For illustrative purposes only, if Customer is below the Minimum Threshold in a given month by two (2) Adoptions, Houndtowne shall have the right to charge Customer, and Customer will pay, an additional thirty-six dollars (\$36) for such month (i.e., eighteen dollars (\$18) multiplied by two (2) Adoptions).

Section 7

Houndtowne shall have the right to suspend access to and/or terminate the Agreement upon sixty (60) days' prior written notice in the event Houndtowne determines, in its sole discretion, that Customer or any of its end customers, are accessing and/or using the Service in a manner that threatens the security or integrity of the Service or otherwise interferes with or disrupts the integrity or performance of the Service.

Section 8

This Addendum supplements and is made part of the Agreement. The terms of the Agreement remain in full force and effect. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control.

The Parties have caused their duly authorized representatives to execute this Addendum as of the Effective Date.

Houndtowne, Inc

Tazewell County Animal Control



Name: Greg Lucas

Name: Libby Aeschleman

Title: President

Title:

06-15-2023

TAZEWELL COUNTY LAND USE COMMITTEE

SUMMARY OF COMMITTEE AGENDA

July 11, 2023 Meeting

TO BE PRESENTED TO THE TAZEWELL COUNTY BOARD ON

July 26, 2023

LU-23-15

CASE NO. 23-42-S The petition of Tazewell County, IL S1, LLC d/b/a SolAmerica, LLC for a Special Use to allow the construction of a 2 Mega Watt Commercial Solar Farm (originally approved under Case No. 18-18-S on June 5, 2018) in an A-1 Agriculture Preservation District.

ZBA recommended approval. **Land Use** concurred.

LU-23-16

CASE NO. 23-43-Z The petition of Cynthia Wallen for a Map Amendment to the Official Groveland Township Zoning Map of Tazewell County to change the zoning classification of property from an A-1 Agriculture Preservation District to a R-R Rural Residential District.

ZBA recommended approval. **Land Use** concurred.

LU-23-17

CASE NO. 23-44-Z The petition of DCC Propane, LLC d/b/a Hicks Gas, LLC and Morton Township Road District for a Map Amendment to the Official Morton Township Zoning Maps of Tazewell County to change the zoning classification of property from a A-1 Agriculture Preservation District to an I-1 Light Industrial District.

ZBA recommended approval. **Land Use** concurred.

COMMITTEE REPORT
(ZBA Case No. 23-42-S)
LU-23-15

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

RESOLUTION

WHEREAS, the Land Use Committee beg leave to report that they have examined the proposed Ordinance to grant a Special Use under the provisions of Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance,

WHEREAS, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be Adopted and the petition for said Special Use be Approved by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board approve this resolution;

NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notify Jaclynn Workman, the Tazewell County Community Development Administrator of this action.

Adopted this _____ day of _____, 2023.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

**DECISION AND FINDINGS OF FACT
OF THE ZONING BOARD OF APPEALS
ON PROPOSED SPECIAL USE**

(Zoning Board Case No. 23-42-S)

(Continued from the June 6, 2023 ZBA Public Hearing – due to a meeting cancellation)

The Zoning Board of Appeals of Tazewell County, Illinois makes the following report of its action on the case indicated herein, after a public hearing on July 3, 2023, and pursuant to notice given in accordance with law:

A. DESCRIPTION OF CASE

SUBJECT MATTER: Special Use

LOCATION AND/OR PROPERTY INVOLVED:

Current Owner of Proposed Property: Sean, Jenna & Wita R. Halsey, 713 Riverview, Alton, Illinois 62002

P.I.N. 21-21-11-100-002; 13 acres to be utilized of an approximate 80 acre parcel located in East Half of the Northwest Quarter of Section 11, Township 22 North, Range 4 West of the Third Principal Meridian, Delavan Township, Tazewell County, Illinois;

located at 21373 IL Route 122, Delavan, Illinois.

REQUESTED BY: Tazewell County, IL SI, LLC d/b/a SolAmerica Energy, LLC

PROPOSAL: The petition of Tazewell County IL S1, LLC d/b/a SolAmerica Energy, LLC for a Special Use to allow construction of a 2 Mega Watt Commercial Solar Farm (originally approved under Case No. 18-18-S on June 5, 2018) in an A-1 Agriculture Preservation District

PARTIES OF RECORD: Ryan Peters, SolAmerica Energy, LLC, Petitioner
Bob Jorgenson, In Support Of

B. JURISDICTION

NOTICE OF HEARING: A notice of the proposed Special Use thereon was published in the Tazewell Chronicle on June 14, 2023 and a copy of the publication was mailed to the petitioner within five working days after publication.

AGENCY COMMENTS: The Tazewell County Land Use Planner submitted a report recommending approval of the proposed Special Use request.

Tazewell County Health Department submitted a report regarding the proposed Special Use request stating portable sanitation and portable handwashing stations must be provided during the construction phase.

Tazewell County Soil & Water Conservation District submitted a report regarding the proposed Special Use request recommending denial.

Tazewell County Farm Bureau made no comment regarding the proposed Special Use request

Dan Parr, Tazewell County Highway Engineer made no comment regarding the proposed Special Use request

Michael Harris, IDOT submitted a report having no objection regarding the proposed Special Use request.

City of Delavan made no comment regarding the proposed Special Use request.

School District 703 made no comment regarding the proposed Special Use request.

C. FINDINGS OF FACTS

The Zoning Board of Appeals adopted the following findings of fact relating to the action proposed:

1. *The Special Use shall, in all other respects, conform to the applicable regulations of the Tazewell County Zoning Ordinance for the district in which it is located.*

(Positive) The proposed special use is seeking to develop a commercial/large scale solar farm in an A-1 agricultural preservation district. Large scale solar farms are a permitted special use within an A-1 district therefore the proposed special use conforms to the Tazewell Zoning Code.

2. *The Special Use will be consistent with the purposes, goals, objectives, and standards of the officially adopted County Comprehensive Land Use Plan and these regulations, or of any officially adopted Comprehensive Plan of a municipality with a 1.5 mile planning jurisdiction.*

(POSITIVE) The area identified for the special use is located within the mile and half boundary for the city of Delavan but the City of Delavan has not adopted a comprehensive plan. The proposed special use does not contradict any of the purposes, goals, objectives, or standards of the Tazewell County Comprehensive Plan. Therefore, this finding is judged to be positive

3. *The petitioner has met the requirements of Article 25 of the Tazewell County Zoning Code.*

(POSITIVE) Per the application, the requirements of Article 25 of the Tazewell County Zoning Code have been met

4. *The Site shall be so situated as to minimize adverse effects, including visual impacts on adjacent properties.*

(POSITIVE) The majority of the surrounding area of the proposed special use is farmland. The closest residence is located over 1,500 ft away from the project area. The closest building is a commercial building that is over 100 ft away. The location of the project area and its proximity to the surrounding buildings limits any visual impacts. The applicant indicated that a landscape buffer will be put in place if it was deemed necessary.

5. *The establishment, maintenance or operation of the Special Use shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the neighboring vicinity.*

(POSITIVE) Per the applicant the facility will be designed and built to all necessary electrical, construction, and environmental codes and regulations. The solar panels will be coated with non-reflective materials to maximize light absorption and minimize glare. The proposed project is considered a passive power generation facility and noise within the project boundary will not exceed 60 decibels. This level of noise is just above conversational talking volume. Considering these factors, the proposed project will have minimal effect on the general welfare of the neighboring vicinity.

6. *The Special Use shall not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.*

(POSITIVE) Per the applicant precautions are being taken to meet the county's standards for safety regarding electrical, construction, and environmental codes. The facility will be designed to minimize glare and noise, therefore the design of the project should not be injurious to the use and enjoyment of the properties in the immediate vicinity.

7. *The Special Use shall not substantially diminish and impair property values within the neighborhood.*

(POSITIVE) The proposed project is taking precautions to reduce visual impacts, glare, and noise. The implementation of these precautions to reduce these factors should not substantially diminish the property values within the neighborhood.

8. *That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.*

(POSITIVE) Per the applicant the project will provide adequate utilities, access roads, and storm-water drainage

9. *Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion and hazard on the public streets.*

(POSITIVE) Per the applicant the driveway permit will be received from the proper authorities. Since solar projects don't have onsite employees during the operational life of the project the impact on traffic will be minimal. The traffic generated from the proposed project will be during the construction phase which will last for 20 weeks.

10. *The evidence establishes that granting the use, which is located one-half mile or less from a livestock feeding operation, will not increase the population density around the livestock feeding operation to such levels as would hinder the operation or expansion of such operation.*

Not Applicable

11. *Evidence presented establishes that granting the use, which is located more than one-half mile from a livestock feeding operation, will not hinder the operation or expansion of such operation.*

Not Applicable

12. *Seventy-five percent (75%) of the site contains soils having a productivity index of less than 125.*

(Positive) The proposed parcel does contain soil that is prime for agriculture, but the proposed special use will only use 10-15 acres of the total 80 acres of the parcel. The remaining acreage will still be available for farming. The applicant has a decommission plan to revert the land back to agriculture use after the life of the project.

13. *The Special Use is consistent with the existing uses of property within the general area of the property in question.*

(POSITIVE) The surrounding properties are zoned A-1 where the construction of large-scale solar farm is a permitted special use. Therefore, the proposed special use is consistent with existing uses in the general area.

14. *The property is suitable for the Special Use as proposed.*

(Positive) The proposed site is zoned A-1 where the construction of a large-scale solar farm is a permitted special use. Therefore, the proposed site is suitable for the proposed special use.

D. DECISION

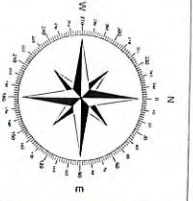
Having considered the information contained in the petition herein, and the testimony given and statements made at the public hearing on said proposal, the Zoning Board of Appeals hereby, based on the findings of fact set forth above, recommends approval of the proposed Special Use request with the following conditions:

1. The terraces on the property shall be protected. Crossing of terraces shall be bored (not trenched) and any soil conservation structures or underground drainage tile shall not be damaged.
2. The Facility Owner shall explore every option, including above ground raceways or the like installation methods, in an effort to prevent additional trenching on site. Where trenching cannot be prevented the Facility Owner, or their designee, shall provide written documentation outlining the necessity and inability to prevent the required trenching.

Ayes: 4 –Cupi, Lapsley, McClanahan and Chairman Lessen
Nays: 2 – Bong, Fehr
Absent: 1 - Vaughn

Dated this 3rd day of July, 2023.

/s/ DUANE LESSEN
Chairman, Zoning Board of Appeals
Tazewell County, Illinois



PARCEL 2121-24-020-000
MAGNUS QUINN TRUST
TREMONT, IL 61268

POINT OF INTERSECTION WITH
EXISTING 50' WIDE UTILITY LINE

PROPOSED UTILITY POLES ARE
INTERCONNECTED INTO EXISTING UTILITY LINE

PROPOSED 50' PROPERTY SETBACK

EXISTING RESIDENTIAL DWELLING
BUILT INTO A PROJECT

PROPOSED
PERIMETER
FENCE

PROPOSED SOLAR ARRAY
PANEL AREA *12 ACRES
FENCE AREA *315 ACRES

50' PROPERTY SETBACK

PARCEL BOUNDARY
(680 ACRES)

PARCEL 2121-24-040-001
HOWARD & AILEE HOPPING
GREEN VALLEY, IL 61264

PARCEL 2121-24-040-002
LLOYD POLUIS
DELAWARE, IL 61234

PARCEL 2121-24-040-003
JOHN & JULIA BOYD
DELAWARE, IL 61234

PARCEL 2121-11-030-002
P.O. BOX 4100
2275 TREDWELL, IL 61869

PARCEL 2121-11-100-003
5000 WINDHURST COURT
COOKING, IL 60038

PARCEL 2121-24-040-004
5000 WINDHURST COURT
COOKING, IL 60038

PARCEL 2121-11-100-003
5000 WINDHURST COURT
COOKING, IL 60038

HAZELL COUNTY, IL, LLC
(dba SOLAMERICA ENERGY, LLC)
3500 N. STATE ST.
MOUNTAIN VIEW, MO 64158

PROJECT ADDRESS
2121-24-040-003
DELAWARE, IL 61234

DATE
12/20/2016

SITE INFORMATION

SYSTEM SIZE AC	2.0
PROJECT AREA	80 ACRES
PROJECT MAHA	41.0 ACRES
SOLAR PANEL AREA	41.2 ACRES
PANELS PER AC	12
PANEL OWNER	SEAN JENNY, JAMES V. BOYD, & JESSICA BOYD
PANEL #	2121-11-100-003
PARCEL ZONING	A-1, AG-20
COUNTY USE	CROPS
PROPOSED USE	SOLAR ELECTRICAL GENERATION
RIGHT OF WAY	2121-24-040-003
TRACT SETBACKS	2121-24-040-003
PROPERTY ADDRESS	2121-24-040-003 DELAWARE, IL 61234

- NOTES**
1. PROPERTY LINES BASED ON GIS AVAILABLE INFORMATION.
 2. LAYOUTS ARE APPROXIMATE AND COUNTY REQUIREMENTS BASED ON ENGINEERING REQUIREMENTS.
 3. ESTABLISHED TOWN WILL BE "ACE AREA OF THE PROJECT".

PROJECT NAME
HAULSEY SOLAR FARM

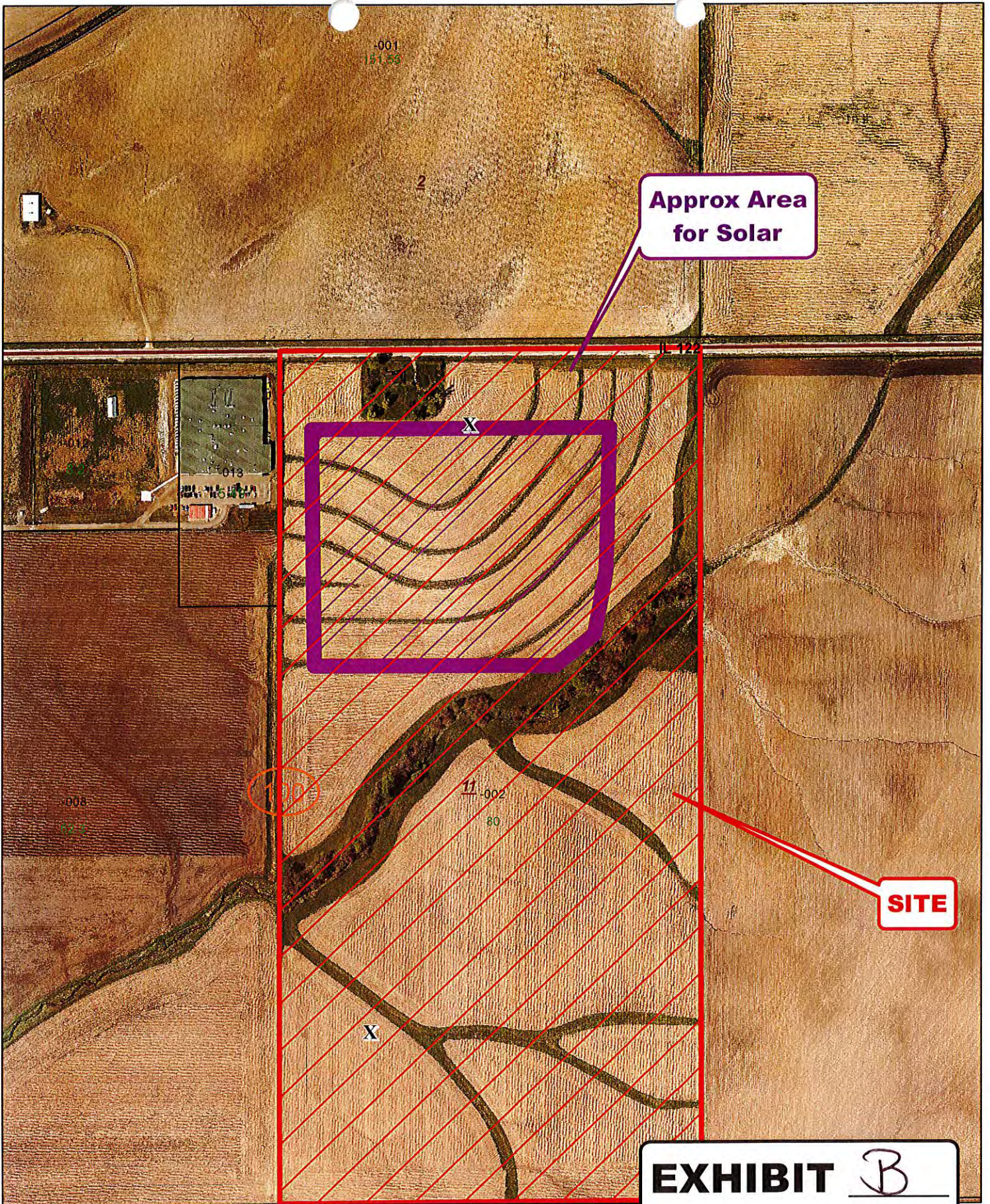
DRAWING TITLE
PRELIMINARY SITE PLAN

APPLICANT
HAZELL COUNTY, IL, LLC
(dba SOLAMERICA ENERGY, LLC)

SCALE
1"=150'

0 1" 2"





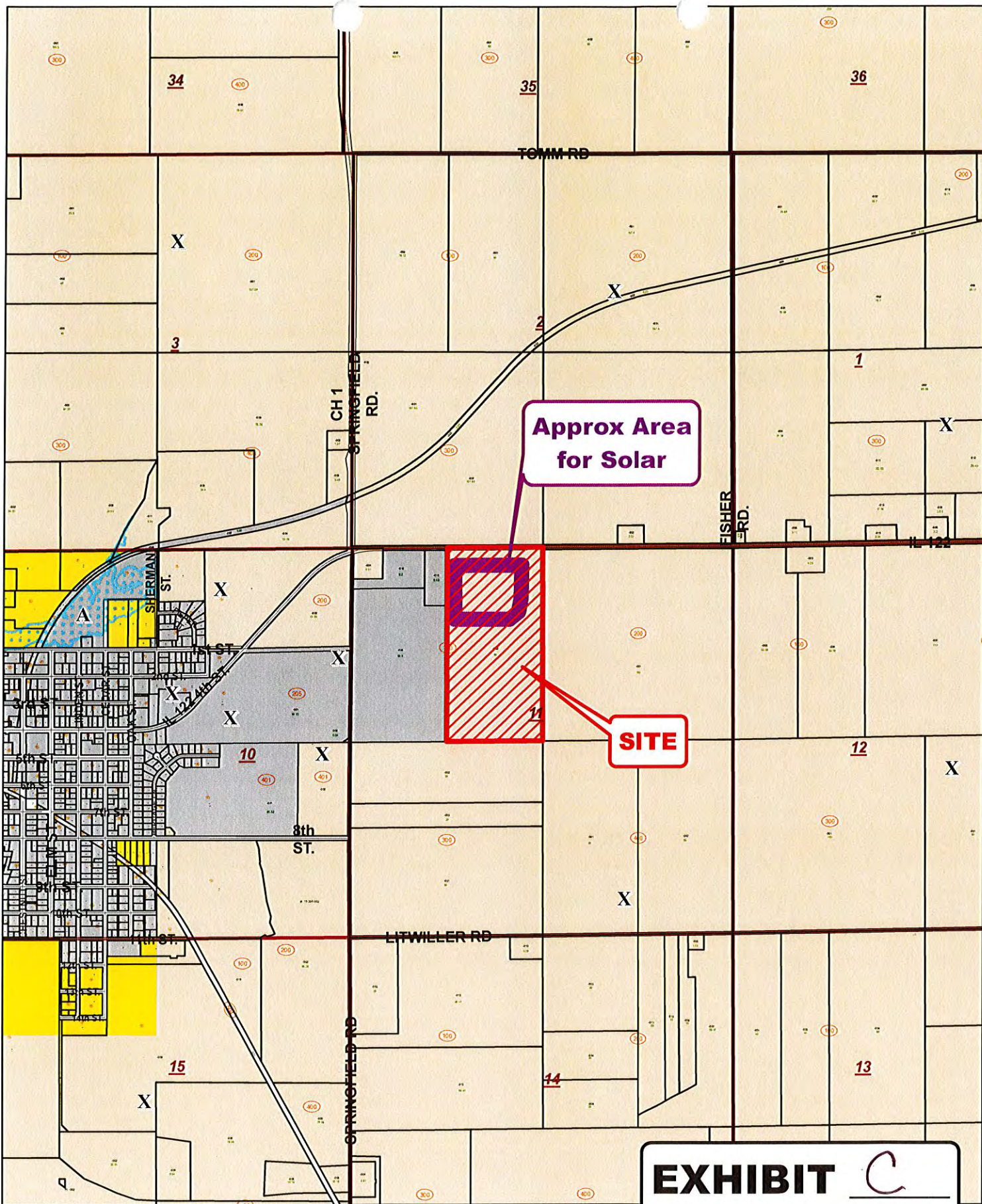
Approx Area
for Solar

SITE

EXHIBIT B



0 105 210 420 630 840 Feet



**Approx Area
for Solar**

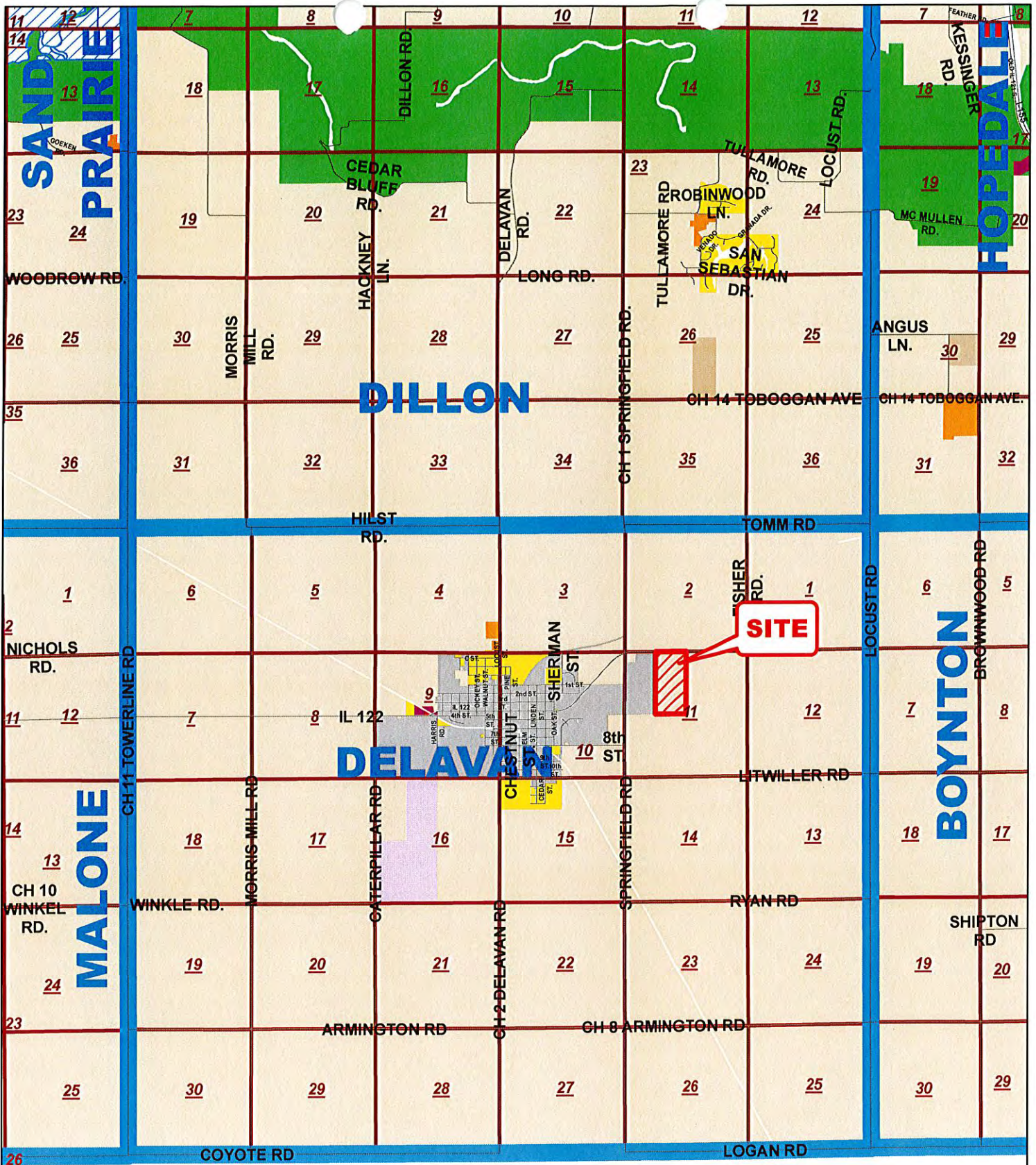
SITE

EXHIBIT C



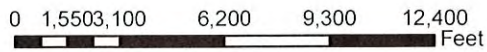
0 475 950 1,900 2,850 3,800 Feet

Zoning District	
A-1	C-1
CITY	I-1
R-1	R-R
AG Area	A-2
C-2	CONS
I-2	R-2



Logan County

EXHIBIT D



Zoning District	
A-1	C-1
CITY	I-1
R-1	R-R
AG Area	A-2
C-2	CONS
I-2	R-2

COMMITTEE REPORT
LU-23-16

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

R E S O L U T I O N

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance regarding Zoning Case No. 23-43-Z to amend the Official Zoning Maps of Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

WHEREAS, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be Adopted and the petition for said Rezoning be Approved by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board approve this resolution;

NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notify Jaclynn Workman, the Tazewell County Community Development Administrator of this action.

Adopted this _____ day of _____, 2023.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

**REPORT OF ZONING BOARD OF APPEALS
TO TAZEWELL COUNTY BOARD
ON A PROPOSED MAP AMENDMENT TO
CHAPTER 157, ZONING CODE OF TAZEWELL COUNTY**

(Zoning Board Case No. 23-43-Z)

TO THE TAZEWELL COUNTY BOARD:

The Zoning Board of Appeals of Tazewell County, Illinois makes the following report of its action on the case indicated herein, after a public hearing on July 3, 2023, pursuant to notice given in accordance with law:

A. DESCRIPTION OF CASE

SUBJECT MATTER: AMENDMENT TO THE TAZEWELL COUNTY ZONING CODE

LOCATION AND/OR PROPERTY INVOLVED:

P.I.N. 05-05-21-200-004 and 05-05-21-200-016; a combined 28.12 acre parcel located in part of the SW ¼ of the NE ¼ of Sec 21, T25N, R4W of the 3rd P.M., Groveland Twp., Tazewell Co., IL;

located at 2601 Bartruff Ln., Pekin, IL

REQUESTED BY: Cynthia Wallen

PROPOSAL: The petition of Cynthia Wallen for a Map Amendment to the Official Groveland Township Zoning Maps of Tazewell County to change the zoning classification of property from a A-1 Agriculture Preservation District to a R-R Rural Residential Zoning District

PARTIES OF RECORD: Jodi Brackett, Realtor, On behalf of Petitioner

B. JURISDICTION

NOTICE OF HEARING: A notice of the proposed Rezoning thereon was published in the Tazewell Chronicle on June 14, 2023 and a copy of the publication was mailed to the petitioner within five working days after publication.

AGENCY COMMENTS: The Tazewell County Land Use Planner submitted a report recommending approval of the proposed Rezoning request.

Tazewell County Health Department submitted a report regarding the proposed Rezoning request having no comment.

Tazewell County Soil & Water Conservation District submitted a report regarding the proposed Rezoning request having no comment.

Tazewell County Farm Bureau made no comment regarding the proposed Rezoning request.

Dan Parr, Tazewell County Highway Engineer made no comment regarding the proposed Rezoning request.

Kevin Bailey, Groveland Township Road District submitted a report regarding the proposed Rezoning request having no objection.

Michael Harris, IDOT submitted a report regarding the proposed Rezoning request stated a plat will be required for review prior to any entrance approvals.

School District 108 & 303 made no comment regarding the proposed Rezoning request.

C. FINDINGS OF FACTS

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*

(POSITIVE) According to the Tazewell County Future Land Use map the general area of the proposed site is designated to be an A-2 agricultural district which is designed to protect and maintain agricultural uses. The proposed rezoning to RR does potentially promote more residential development in the area but developments would be constructed to maintain the rural character of the neighborhood. Therefore the proposed rezoning will not be detrimental to the orderly development of Tazewell County.

2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

(POSITIVE) The proposed amendment to rezone to RR shall not endanger the public health of Tazewell County because the RR districts are designed to promote residential development with the intention of maintaining the rural characteristics.

3. *The request is consistent with existing uses of property within the general area of the property in question.*

(POSITIVE) The general area of the property in question contains A-1, RR, and R-1 districts. The proposed rezoning to RR would fit the context of the general area since there is a RR district in the neighborhood. The proposed rezoning to RR would also protect the rural nature of the general area since agriculture is a permitted use within RR districts.

4. *The request is consistent with the zoning classifications of property within the general area of the property in question.*

(POSITIVE) The zoning classifications that exists in the general area are A-1, RR, and R-1. Since an RR district already exists within the area the addition of another RR district would be consistent with the zoning classifications of the general area.

5. *The suitability of the property in question for the uses permitted under the existing zoning classification.*

(POSITIVE) The current zoning of the property which is A-1 only allows for the construction of one single-family dwelling. The owner is seeking to sell the property and provide potential buyers the ability to building more housing if they want. Rezoning the property to RR gives the current owner the ability to be more accommodating to the wants to potential buyers.

6. *The suitability of the property in question for the uses permitted under the proposed zoning classification.*

(POSITIVE) The property in question contains tillable farmland, a single-family dwelling and the total acreage of the property is 28.12 acres. Agriculture is permitted use within RR

districts. The minimum lot sizes for RR districts are 2 acres therefore the property in question is suitable for the proposed rezoning.

7. *The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the property in question was placed in its present zoning classification.*

(POSITIVE) Per the applicant the current trend of development of the surrounding parcels is that they are being changed to accommodate single-family home building sites averaging between 2 to 10 acres.

8. *The length of time the property has been vacant as zoned, considered in the context of the land development in the area surrounding the subject property.*

(POSITIVE) The applicant is seeking to provide the ability to divide up the property and offer more housing. This is consistent with the current trend of development within the neighborhood where parcels contain a single-family dwelling on lot sizes averaging from 2-10 acres. The rezoning to RR also protects the agriculture within the general area which is compatible with the goals of Tazewell County Comprehensive Plan, which designated this area as A-2 in their future land use map.

9. *The proposed map amendment is within one and one half (1 ½) miles of a municipality and consistent with an adopted Comprehensive Plan.*

(POSITIVE) The site is located within Groveland Township. Therefore, it meets Comprehensive Plan development land use criteria.

10. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.*

(POSITIVE) Should the proposed amendment be approved the benefit to the public would be potentially more housing brought to the area. If this request were denied it would go against the current trend of development of single-family housing being built on smaller parcels.

11. *The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.*

(POSITIVE) The proposed zoning map amendment is consistent with the following goals, objectives, and policies of the Tazewell County Comprehensive Plan:

- Minimize conflict between land uses.
- Locate new residential development in rural areas close to roadways to preserve contiguous tracts of farmland.
- Avoid land development that occurs in isolated areas away from existing developed areas.

D. RECOMMENDATION

Having considered the information contained in the petition herein, and the testimony given and statements made at the public hearing on said proposal, the Zoning Board of Appeals hereby recommends, based on the findings of fact set forth above, that the petition be approved.

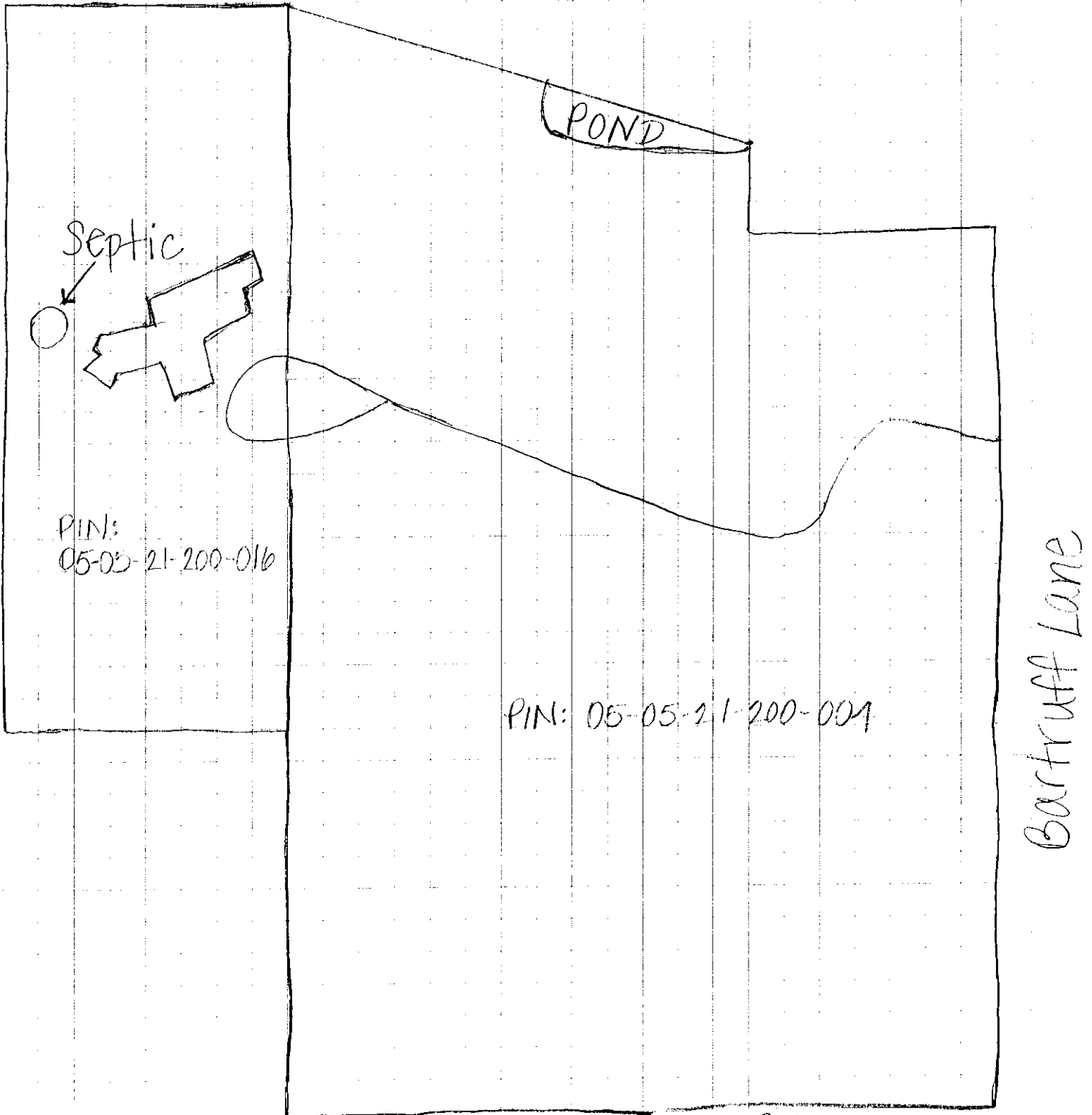
Ayes: 6 –Bong, Cupi, Fehr, Lapsley, McClanahan and Chairman Lessen
Nays: 0
Absent: 1 - Vaughn

Dated this 3rd day of July, 2023.

/s/ DUANE LESSEN
Chairman, Zoning Board of Appeals
Tazewell County, Illinois

BUILDINGS, BUILDING SIZE, DISTANCE FROM OVERHANG OF BUILDINGS TO FRONT, REAR AND SIDE LOT LINES, LOCATION OF PARKING SPACES, LANDSCAPING, AND OTHER PERTINENT DETAILS "REFER TO CHECKLIST"

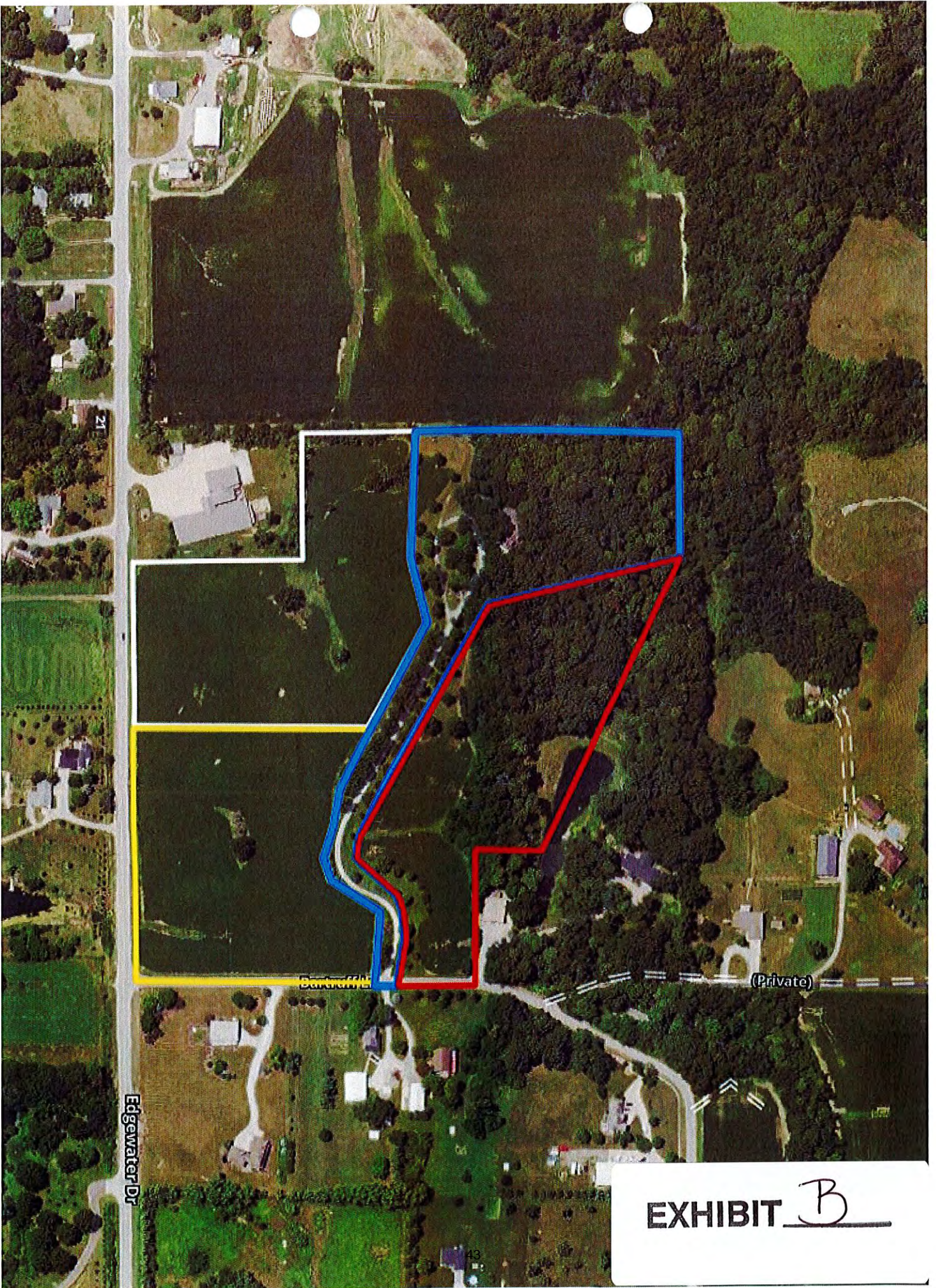
NORTH SHOULD BE AT THE TOP OF THE PAGE WHEN YOU BEGIN YOUR DRAWING!



SITE PLAN Route 98

EXHIBIT A

Groveland Township Water District



21

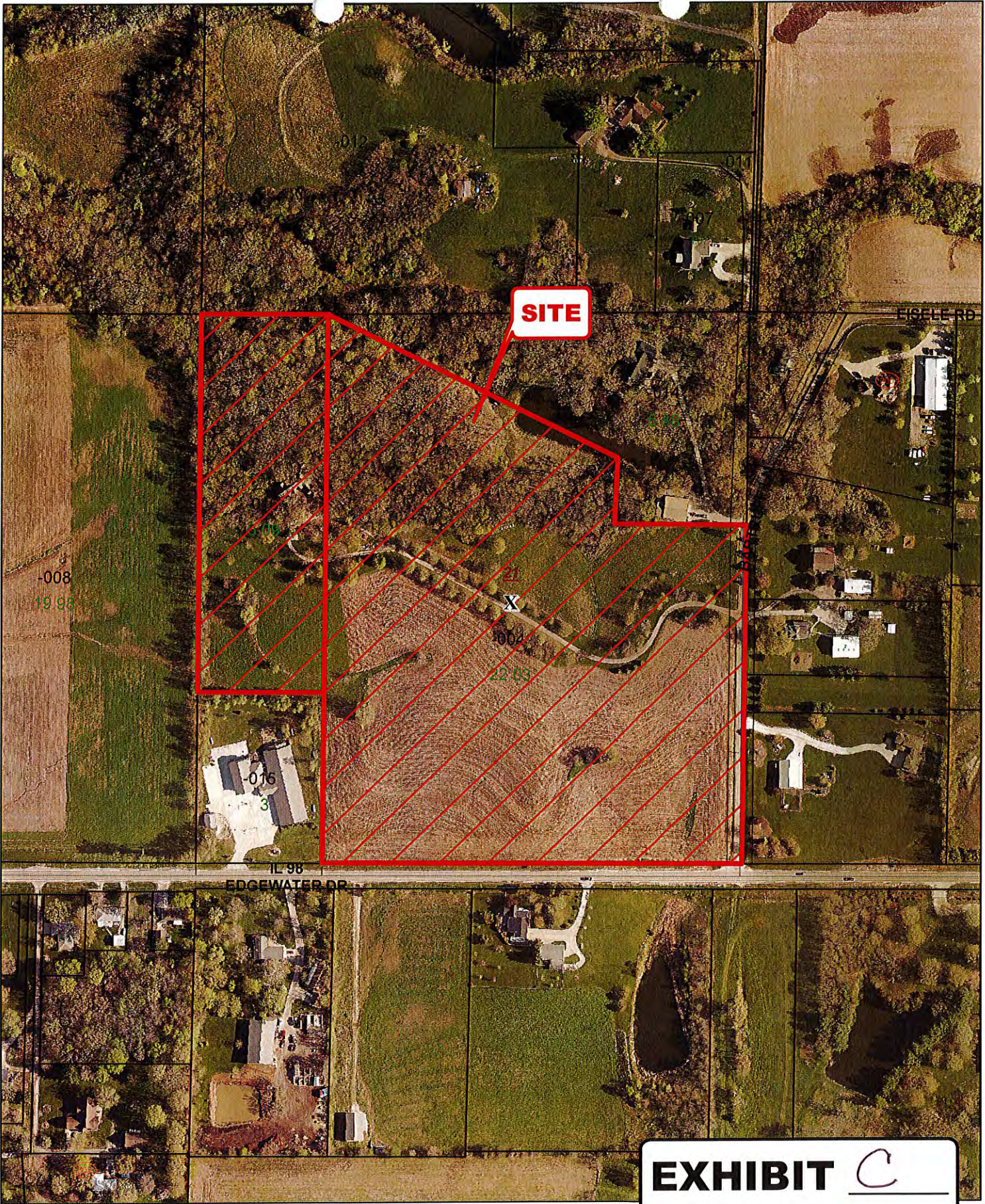
Edgewater Dr

2000/7/11

(Private)

43

EXHIBIT B



SITE

FISKELE RD

008
19 98

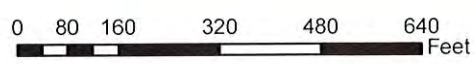
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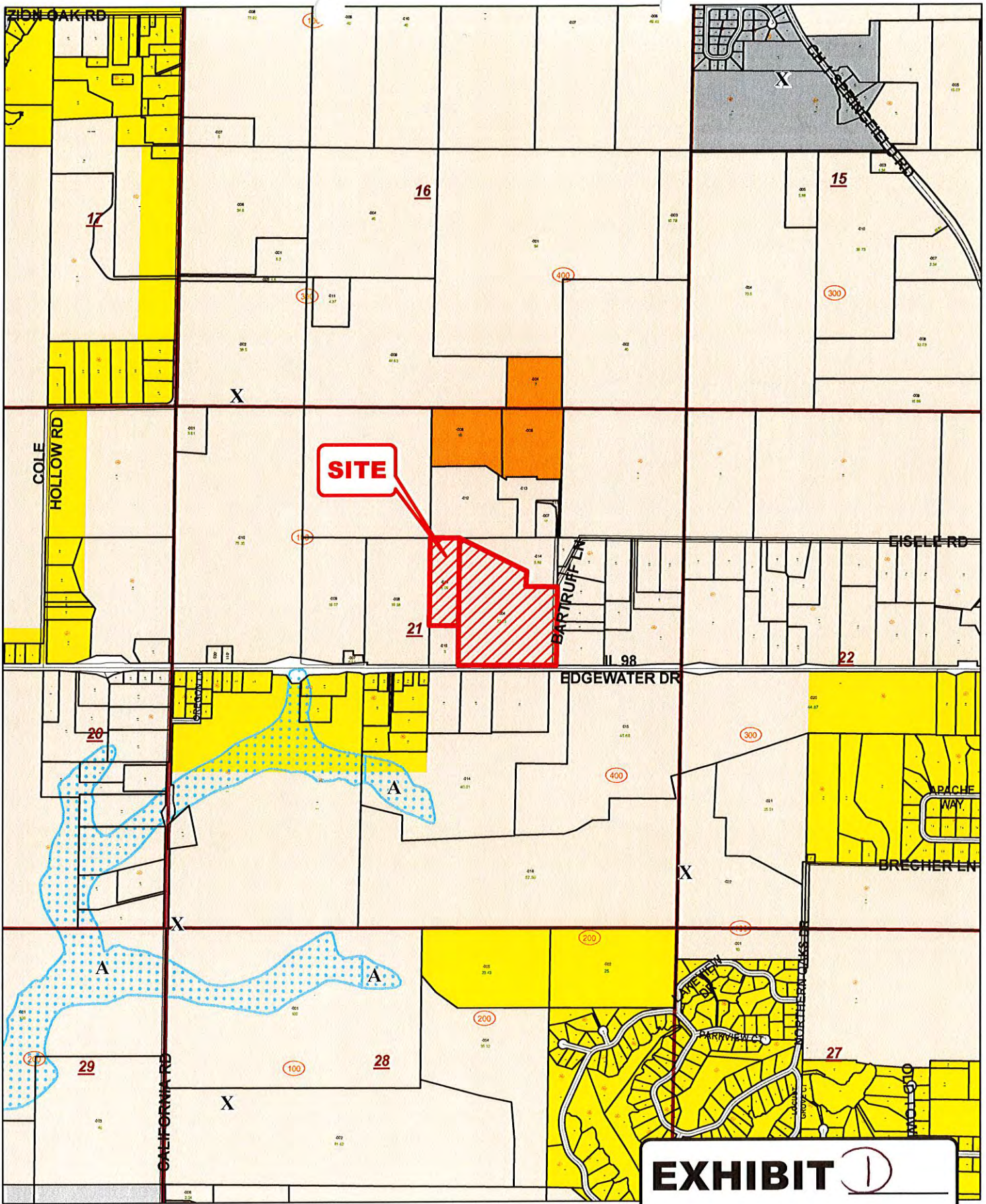
IL 98

EDGEWATER DR

EXHIBIT C

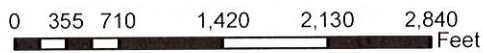


Zoning District											
	A-1		C-1		CITY		I-1		R-1		R-R
	AG Area		A-2		C-2		CONS		I-2		R-2



SITE

EXHIBIT 1



Zoning District	
A-1	C-1
CITY	I-1
R-1	R-R
AG Area	A-2
C-2	CONS
I-2	R-2

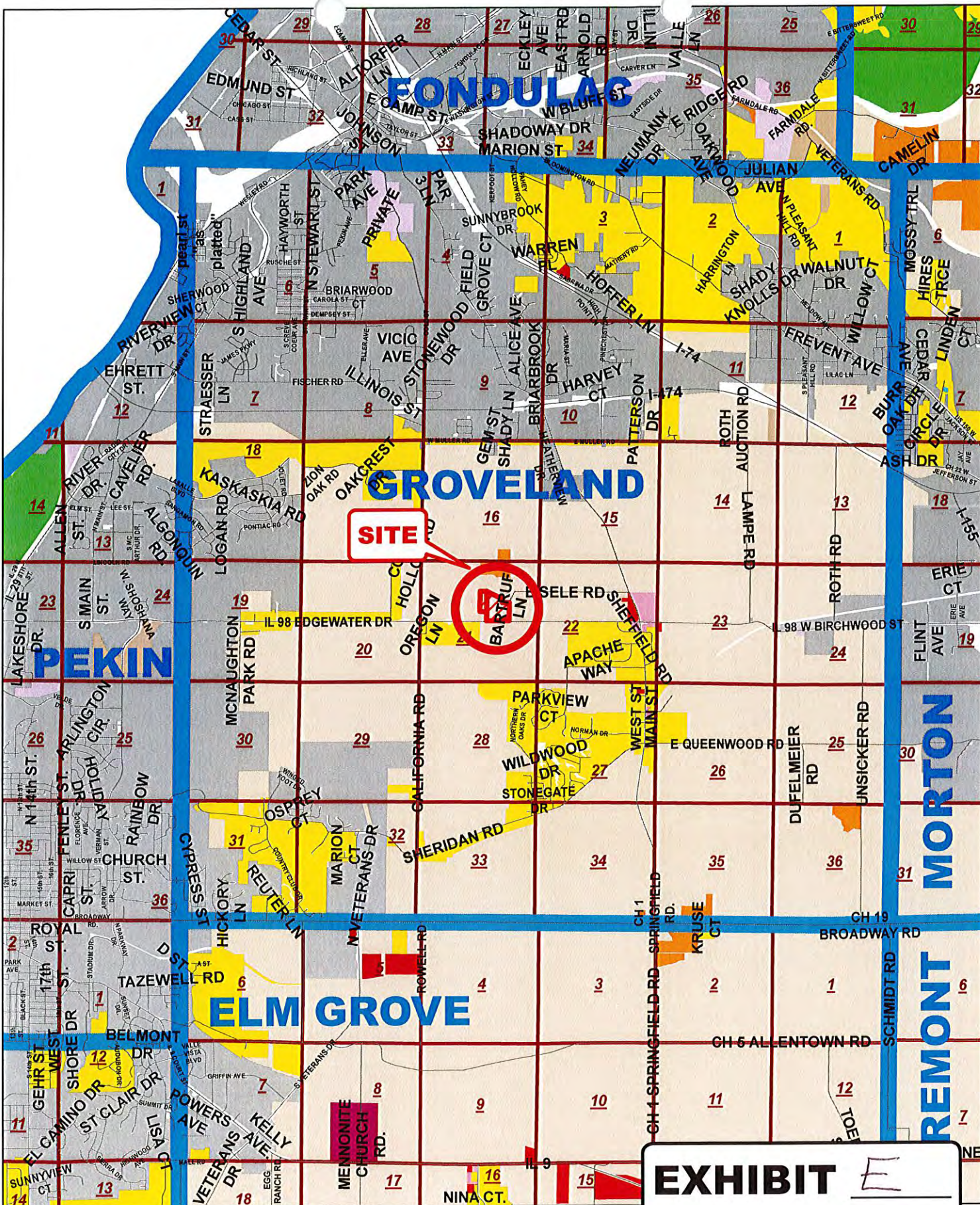


EXHIBIT E



0 1,550,100 6,200 9,300 12,400 Feet

Zoning District	A-1	C-1	CITY	I-1	R-1	R-R
	[Light Orange]	[Pink]	[Light Blue]	[Light Purple]	[Yellow]	[Orange]
	[Light Blue]	[Red]	[Green]	[Purple]	[Light Blue]	
AG Area	[Blue]	[Red]	[Green]	[Purple]	[Light Blue]	

COMMITTEE REPORT
LU-23-17

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

RESOLUTION

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance regarding Zoning Case No. 23-44-Z to amend the Official Zoning Maps of Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

WHEREAS, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be Adopted and the petition for said Rezoning be Approved by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board approve this resolution;

NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notify Jaclynn Workman, the Tazewell County Community Development Administrator of this action.

Adopted this _____ day of _____, 2023.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

**REPORT OF ZONING BOARD OF APPEALS
TO TAZEWELL COUNTY BOARD
ON A PROPOSED MAP AMENDMENT TO
CHAPTER 157, ZONING CODE OF TAZEWELL COUNTY**

(Zoning Board Case No. 23-44-Z)

TO THE TAZEWELL COUNTY BOARD:

The Zoning Board of Appeals of Tazewell County, Illinois makes the following report of its action on the case indicated herein, after a public hearing on July 3, 2023, pursuant to notice given in accordance with law:

A. DESCRIPTION OF CASE

SUBJECT MATTER: AMENDMENT TO THE TAZEWELL COUNTY ZONING CODE

LOCATION AND/OR PROPERTY INVOLVED:

Property No. 1: P.I.N. 06-06-02-200-012; an approximate 3.55 acre parcel; and
Property No. 2: P.I.N. 06-06-02-200-011; an approximate 2.45 acre parcel; for a combined approximate 6 acre parcel located in part of the NE ¼ of the NE ¼ of Sec 2, Morton Twp, T25N, R3W of the 3rd P.M., Morton Twp., Tazewell Co., IL;

located at 27833 Cooper Rd., Morton, IL

REQUESTED BY: DCC Propane, LLC & Morton Township Road District

PROPOSAL: The petition of DCC Propane, LLC d/b/a Hicks Gas, LLC and Morton Township Road District for a Map Amendment to the Official Morton Township Zoning Maps of Tazewell County to change the zoning classification of property from a A-1 Agriculture Preservation District to an I-1 Light Industrial District

PARTIES OF RECORD: Mark Gresham, DCC Propane, LLC, On behalf of Petitioner

B. JURISDICTION

NOTICE OF HEARING: A notice of the proposed Rezoning thereon was published in the Tazewell Chronicle on June 14, 2023 and a copy of the publication was mailed to the petitioner within five working days after publication.

AGENCY COMMENTS: The Tazewell County Land Use Planner submitted a report recommending approval of the proposed Rezoning request.

Tazewell County Health Department submitted a report regarding the proposed Rezoning request stating the septic is to remain on the property it serves. Further adding the septic is approved for 5 employees. Additionally the owner will be required to perform annual water testing.

Tazewell County Soil & Water Conservation District submitted a report regarding the proposed Rezoning request having no comment.

Tazewell County Farm Bureau made no comment regarding the proposed Rezoning request.

Dan Parr, Tazewell County Highway Engineer made no comment regarding the proposed Rezoning request.

Darrell Moore, Morton Township Road District submitted a report regarding the proposed Rezoning request having no objection.

School District 709 made no comment regarding the proposed Rezoning request.

C. FINDINGS OF FACTS

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*

(POSITIVE) The current zoning for the property in question is A-1 but the property is currently being used to store propane and road maintenance materials. The location of the proposed site is adjacent to an existing I-1 district. Therefore, the proposed amendment shall not be detrimental to the orderly development of Tazewell County

2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

(POSITIVE) According to the Tazewell County Future Land Use Map within Tazewell County's Comprehensive Plan the area directly adjacent to the property in question is designated to be I-1. Therefore, the proposed amendment is aligned with the county's vision and will not endanger the public health of Tazewell County.

3. *The request is consistent with existing uses of property within the general area of the property in question.*

(POSITIVE) The general area of the property in question contains A-1 and I-1 districts. Therefore, the proposed amendment to rezone the property in question to I-1 would be consistent with the existing uses in the area since I-1 districts already exist in the neighborhood.

4. *The request is consistent with the zoning classifications of property within the general area of the property in question.*

(POSITIVE) The zoning classifications that exists in the general area are A-1 and I-1. Since an I-1 district already exists within the area the addition of another I-1 district would be consistent with the zoning classifications of the general area.

5. *The suitability of the property in question for the uses permitted under the existing zoning classification.*

(POSITIVE) The current owners are seeking to subdivide the property but due to the size of the parcel the subdivisions will not meet the minimum requirements for an A-1 district.

6. *The suitability of the property in question for the uses permitted under the proposed zoning classification.*

(POSITIVE) The property in question has a septic tank, which means the minimum lot size for the I-1 district is one acre. After the proposed subdivision the property in question will be split into two parcels one being 2.47 acres and the other being 1.08 acres. Therefore, the property in question is suitable for the proposed zoning classification.

7. *The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the property in question was placed in its present zoning classification.*

(POSITIVE) According to Tazewell County's Future Land Use Map the area directly adjacent to the property in question is designated to be a light industrial district. Therefore, the proposed amendment is more consistent with the county's vision for this general area.

8. *The length of time the property has been vacant as zoned, considered in the context of the land development in the area surrounding the subject property.*

(POSITIVE) According to the Tazewell County Comprehensive Plan the future land use map designated the area adjacent to the property in question as an I-1 district. Therefore, the proposed rezoning will fit Tazewell's visions for the surrounding area.

9. *The proposed map amendment is within one and one half (1 ½) miles of a municipality and consistent with an adopted Comprehensive Plan.*

(POSITIVE) The site is located within Morton Township. Therefore, it meets Comprehensive Plan development land use criteria.

10. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.*

(POSITIVE) Under the current zoning the petitioner is not able to subdivide the property because the subdivisions will not meet the minimum size requirements for an A-1 district. Therefore, the petitioner would have to apply for a variance and a special use to operate under the current zoning. But if the proposed amendment is approved the general area will conform to Tazewell County's vision for the area, since the future land use map designated this area to be an I-1 district.

11. *The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.*

(POSITIVE) The proposed zoning map amendment is consistent with the following goals, objectives, and policies of the Tazewell County Comprehensive Plan:

- Minimize conflict between land uses.
- Locate new residential development in rural areas close to roadways to preserve contiguous tracts of farmland.
- Avoid land development that occurs in isolated areas away from existing developed areas

D. RECOMMENDATION

Having considered the information contained in the petition herein, and the testimony given and statements made at the public hearing on said proposal, the Zoning Board of Appeals hereby recommends, based on the findings of fact set forth above, that the petition be approved.

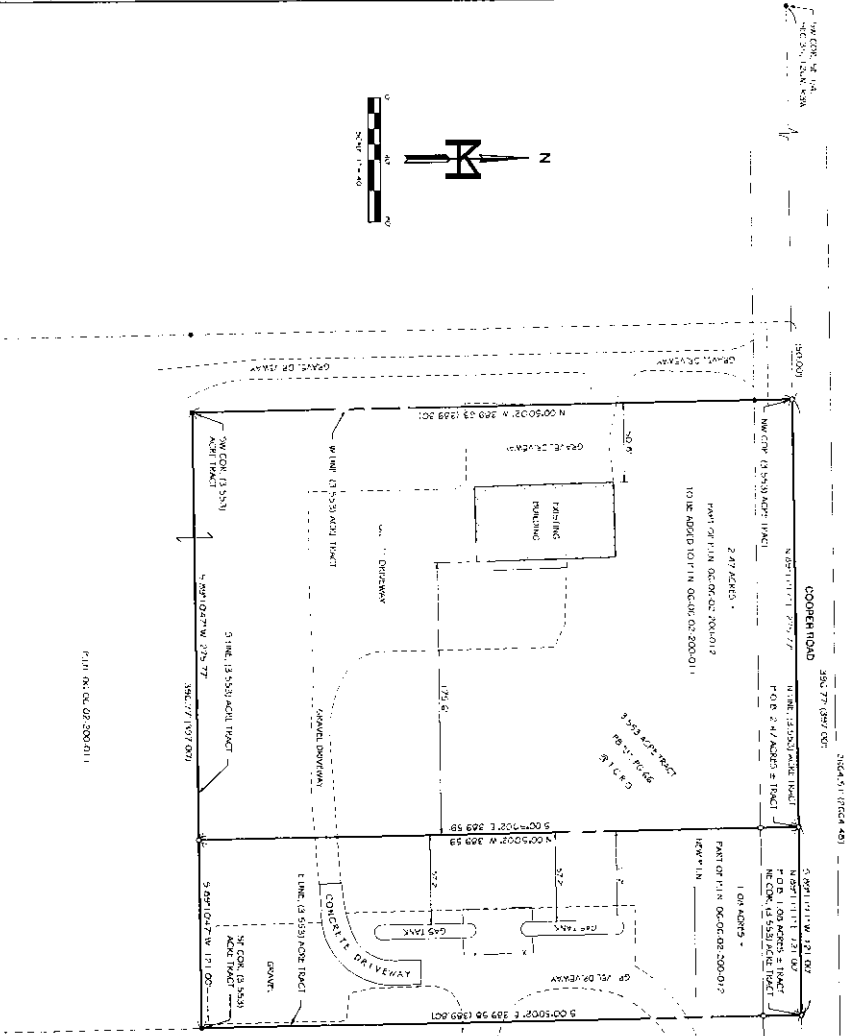
Ayes: 6 –Bong, Cupi, Fehr, Lapsley, McClanahan and Chairman Lessen
Nays: 0
Absent: 1 - Vaughn

Dated this 3rd day of July, 2023.

/s/ DUANE LESSEN
Chairman, Zoning Board of Appeals
Tazewell County, Illinois

PLAT OF SURVEY

A 3.553 ACRE TRACT AS SHOWN ON PART OF SURVEY RECORDED IN BOOK 11, PAGE 67 AT THE COUNTY RECORDS OFFICE BEING A PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSEND COUNTY, ILLINOIS.



LEGEND

- DITCH LINE
- SECTION LINE
- ADJACENT PROPERTY LINE
- APPLICABLE RIGHT OF WAY LINE
- UNDESIGNED REMAINING DISTANCE (180.00)
- FOUND NON EXIST. INT.
- SET BACK LINE
- TOWNSHIP COUNTY RECORDS OFFICE
- TOWN OF BLOOMING
- NOT TO SCALE
- SAME QUANTITIES

DESCRIPTION OF 2.47 ACRE TRACT TO BE ADDED TO P.L.N. 02-06-02-200-011

A PART OF A 3.553 ACRE TRACT AS SHOWN ON PART OF SURVEY RECORDED IN BOOK 11, PAGE 67 AT THE TOWNSEND COUNTY RECORDS OFFICE BEING A PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSEND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSEND COUNTY, ILLINOIS, AND PROCEEDING WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSEND COUNTY, ILLINOIS, A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING, CONTAINING SAID 2.47 ACRE TRACT, SAID TRACT ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE ADDED TO P.L.N. 02-06-02-200-011.

FROM THE POINT OF BEGINNING, THE TRACT SOUTHWEST CORNER OF SAID NORTHWEST QUARTER QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSEND COUNTY, ILLINOIS, A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING, CONTAINING SAID 2.47 ACRE TRACT, SAID TRACT ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE ADDED TO P.L.N. 02-06-02-200-011.

FROM THE POINT OF BEGINNING, THE TRACT SOUTHWEST CORNER OF SAID NORTHWEST QUARTER QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSEND COUNTY, ILLINOIS, A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING, CONTAINING SAID 2.47 ACRE TRACT, SAID TRACT ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE ADDED TO P.L.N. 02-06-02-200-011.

STATE OF ILLINOIS

COUNTY OF TOWNSEND

TOWNSHIP 23 NORTH

RANGE 3 EAST

SECTION 2

PLAT OF SURVEY

MORTON TOWNSHIP

2023

MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.

5801 N. Fremont Road
Morton, Illinois 61659

Office: (309) 852-8801
Fax: (309) 852-8801
Professional Engineer #158,000801

DATE: 11/15/23
SCALE: AS SHOWN
SHEET NO. 1 OF 1

NOTES

- 1) THIS SURVEY WAS MADE FROM THE PLAT OF SURVEY CONTAINING CORNER RECONSTRUCTION AND RECONSTRUCTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSEND COUNTY, ILLINOIS, RECORDED IN BOOK 11, PAGE 67 AT THE COUNTY RECORDS OFFICE.
- 2) THE PROPERTY BOUNDARIES LOCATED ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT.
- 3) THE PROPERTY BOUNDARIES LOCATED ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT.
- 4) THE PROPERTY BOUNDARIES LOCATED ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT.
- 5) THE PROPERTY BOUNDARIES LOCATED ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT.
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- 7) THE PROPERTY BOUNDARIES LOCATED ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT.
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- 9) THE PROPERTY BOUNDARIES LOCATED ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT.
- 10) THE PROPERTY BOUNDARIES LOCATED ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT.

STATE OF ILLINOIS

COUNTY OF TOWNSEND

TOWNSHIP 23 NORTH

RANGE 3 EAST

SECTION 2

PLAT OF SURVEY

MORTON TOWNSHIP

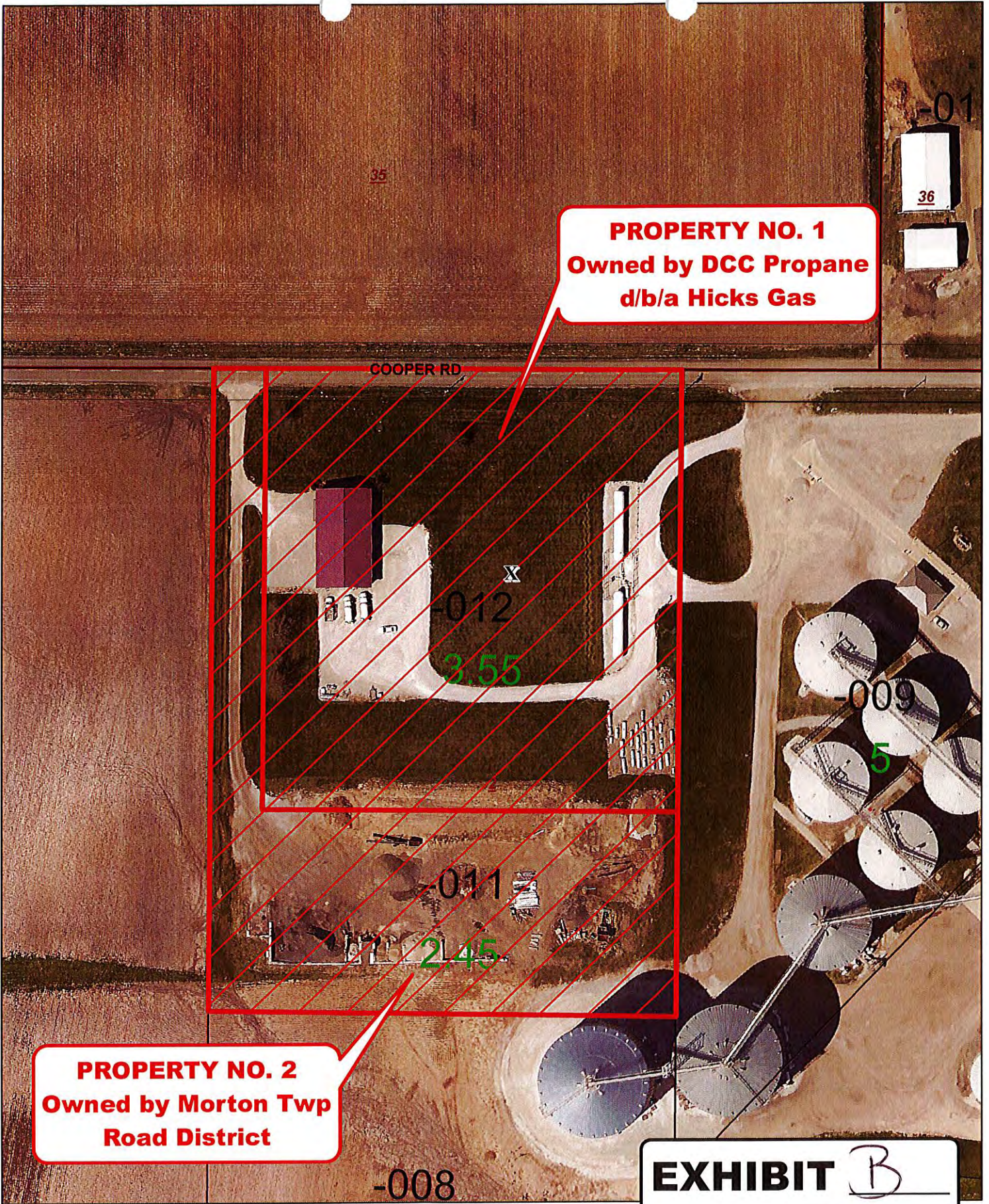
2023

DATE: 11/15/23

SCALE: AS SHOWN

SHEET NO. 1 OF 1

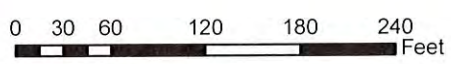
EXHIBIT A



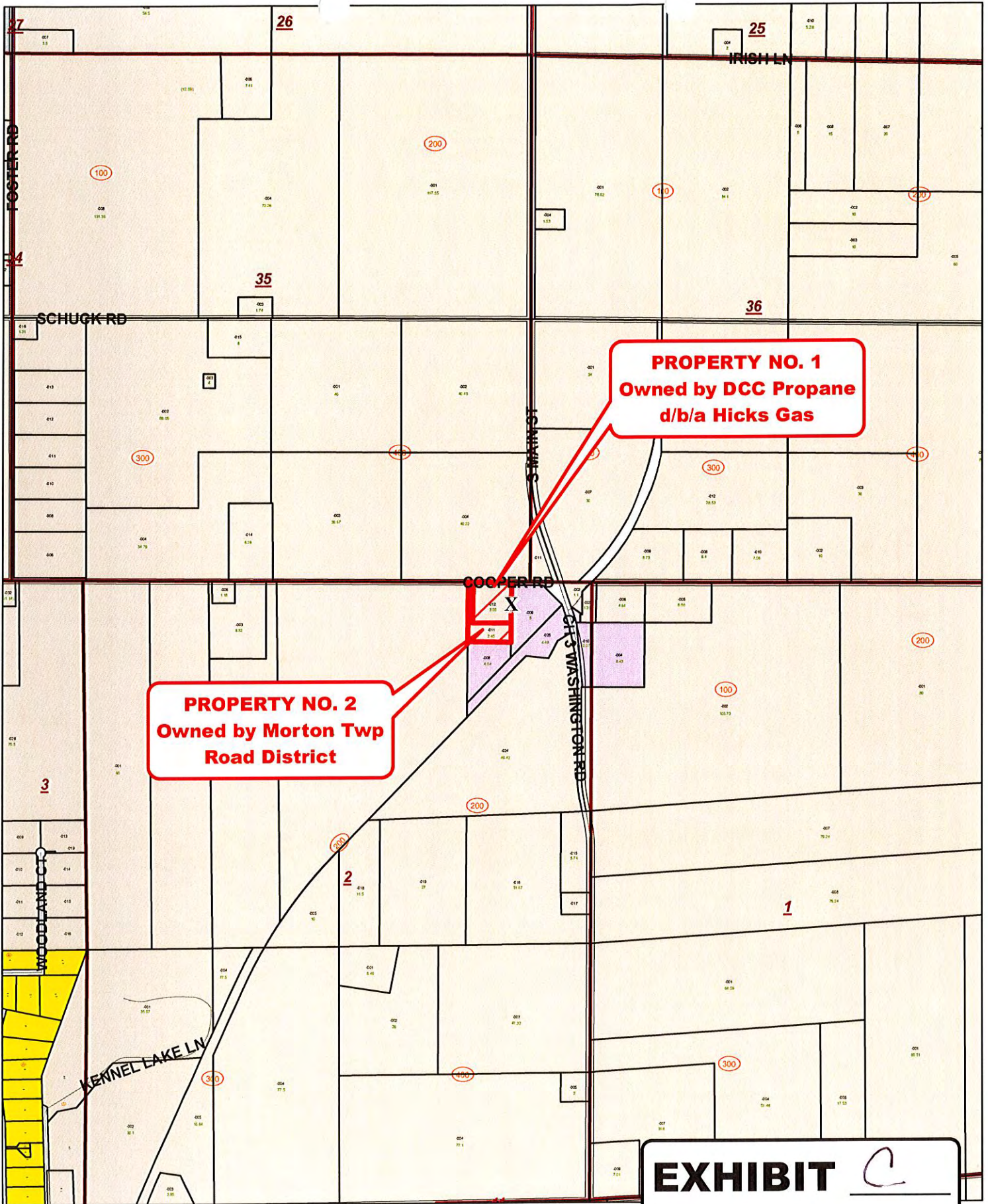
PROPERTY NO. 1
Owned by DCC Propane
d/b/a Hicks Gas

PROPERTY NO. 2
Owned by Morton Twp
Road District

EXHIBIT B



Zoning District	
A-1	C-1
CITY	I-1
R-1	R-R
AG Area	A-2
C-2	CONS
I-2	R-2



Zoning District

A-1	C-1	CITY	I-1	R-1	R-R
AG Area	A-2	C-2	CONS	I-2	R-2

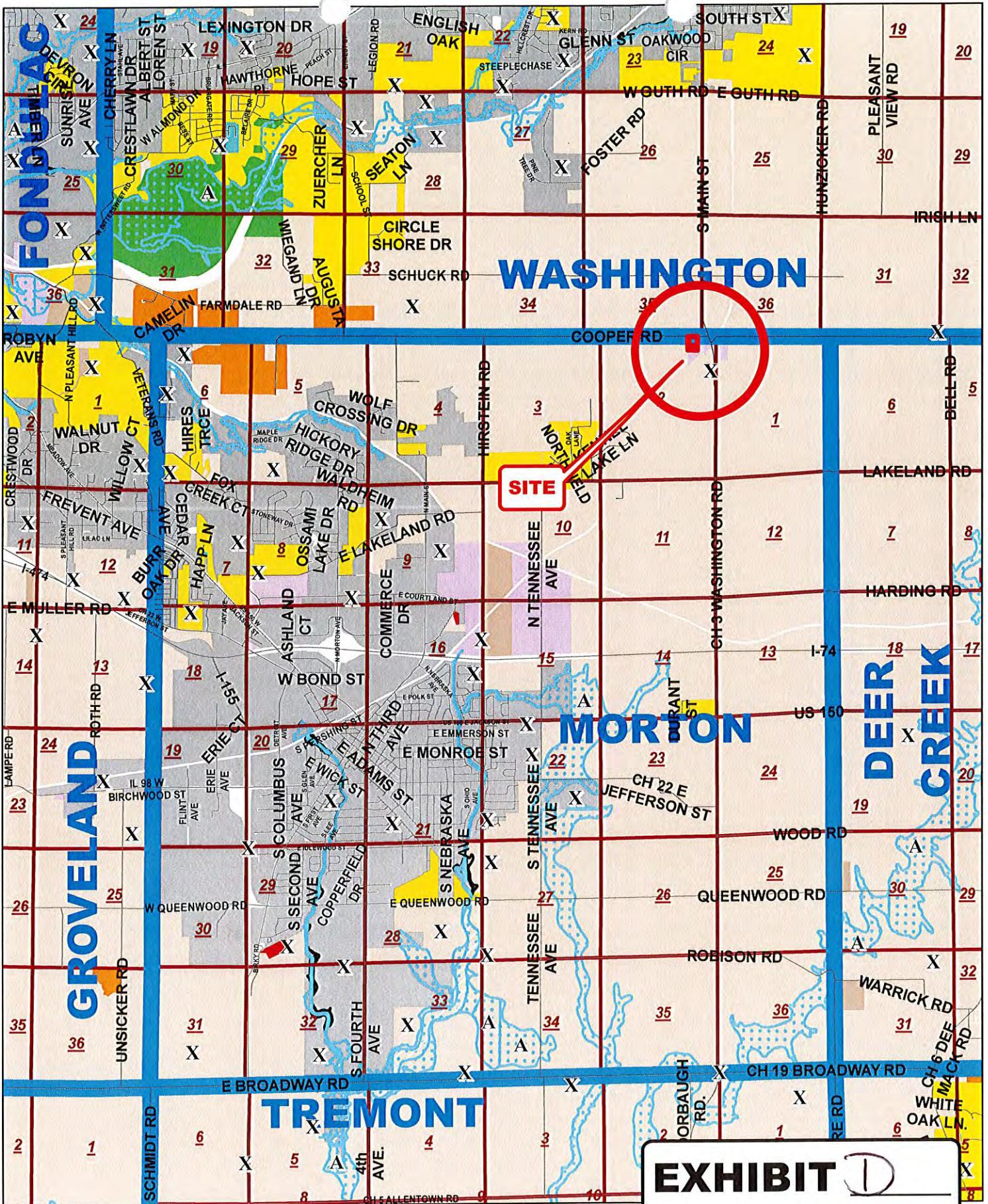
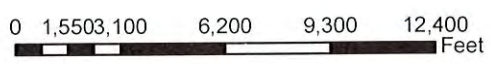


EXHIBIT D



Zoning District

A-1	C-1	CITY	I-1	R-1	R-R
AG Area	A-2	C-2	CONS	I-2	R-2

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Wickoff

Mark Roddel

D. Lu. Murgis

Sammy D. H. Stinson

[Signature]

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the quotes for a storage shed at the Tazewell County Animal Control building; and

WHEREAS, three bids were submitted for review; Countryside Barns, (12'x32'/\$12,044.00); Coach House Garages (12'x28' sq.ft./\$26,629.92); and Diamond Buildings, LLC (12'x30'/\$11,973.00). Countryside Barns was deemed to be the best bid option at the lowest cost per square foot, \$12,044.00; and

WHEREAS, the County Administrator recommends to approve the bid of Countryside Barns and is authorized to move forward with the project as submitted.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Finance, the Facilities Director and the Auditor of this action.

PASSED THIS 26th DAY OF July, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Garage: 12' x 32'

Order ID: **G062319095** Customer Name: **mike schone**
Quote Date: **6/29/2023** Expiration Date: **7/13/2023**

ORDER INFORMATION

Style: **Garage**
Size: **12' x 32'**
Siding: **Metal**
Wall Color: **Light Stone**
Trim Color: **Light Stone**
Roof: **Metal (Forest Green)**
Sidewall Height: **7' 10"**



PRICING

Base Price	\$11,611.00
Metal Roof Upgrade	\$0
Upgrade to Tall Sidewalls	included
3' Exterior 6-panel Door (1 x \$380)	\$380.00
3' Exterior 9-lite Door Credit (1 x \$435)	-\$435.00
9' x 7' Roll Up Garage Door (1 x \$800)	included
2' x 3' Non-Insulated Window Credit (2 x \$85)	-\$170.00
29" Aluminum Transom Window, White (2 x \$95)	\$190.00
Heavy Duty Floor	included
4'x8' Wood Ramp - for garage doors (1 x \$252)	\$252.00
Auger Anchors Installed (4 x \$54)	\$216.00
<hr/>	
Subtotal	\$12,044.00
Tax (8.25%)	\$993.63
Delivery Fee (30.00 Miles)	Free Delivery
<hr/>	
Total	\$13,037.63

CUSTOMER INFORMATION

Name: **mike schone**
Email: **mschone@tazewell-il.com**

DELIVERY INFORMATION

Pekin, IL 61554

Customer Signature

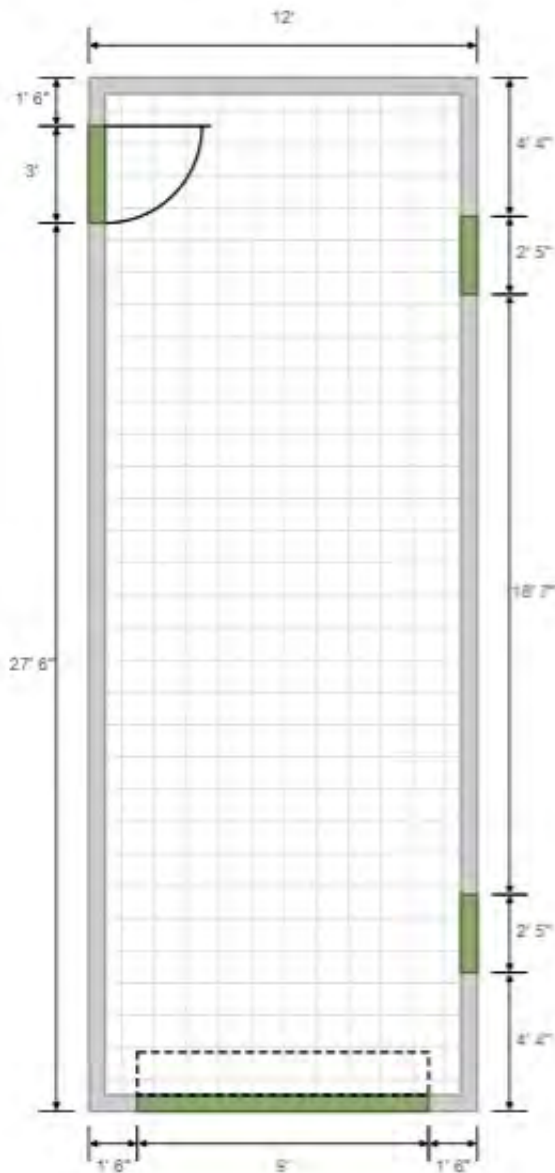
Date

It is the customer's responsibility to obtain any/all necessary permits and follow zoning requirements. Countryside Barns is not responsible for any zoning or permitting requirements.

Garage: 12' x 32'

Order ID: **G062319095**
Quote Date: **6/29/2023**

Customer Name: **mike schone**
Expiration Date: **7/13/2023**



FRONT



LEFT



BACK



RIGHT



The preview images are computer generated. Minor discrepancies may occur between actual product and what appears on the screen.



Quote

Customer ID: PR57229

Date: 6/27/2023

TO
 Tazewell County Animal Control and Mike Harris
 21314 Illinois Route 9
 Tremont, IL 61568
 (309) 359-8969

Coach House of Peoria
 Greg Smith
 7428 West Plank Rd.
 Peoria, IL 61604
 (309) 697-2020

Quote valid through: 7/31/2023

Qty	Unit	Description	Total
336.0	SF	Site prep - fill, rebar, concrete for thickened edge, labor	\$ 2,016.00
80.0	LF	9x9 concrete footing	\$ 1,600.00
336.0	SF	4" thick, 4000 psi concrete floor, sawcut	\$ 3,864.00
60.0	SF	4" thick, 4000 psi concrete approach, sawcut	\$ 690.00
1.0	EA	12x28 Garage, 2x4 walls, 16" oc, 8' tall	\$ 9,203.00
640.0	SF	7/16" OSB exterior wall sheathing	\$ 364.80
640.0	SF	House wrap on walls & gables	\$ 0.00
2.0	EA	48x12 Picture Window White	\$ 726.00
1.0	EA	Service Door 3'0" w/Raised Panel, insulated steel, vinyl coated, keyed lever set	\$ 804.00
1.0	EA	#400 8x7 White OHD Inside Lock, window, double steel, insulated	\$ 1,568.00
640.0	SF	Metal Siding - Legacy 40 Year G-Rib - Color TBD	\$ 3,846.40
80.0	LF	8" gable overhang, 16" eave overhang, aluminum covered, vented, white	\$ 0.00
15.0	SF	4/12 Pitch Common Trusses 24" O.C.	\$ 0.00
1.0	EA	SDWC Screws - truss tie downs	\$ 48.00
336.0	SF	1/2" OSB Roof Sheathing	\$ 0.00
56.0	LF	Ice & Water Shield at Eaves	\$ 226.24
336.0	EA	Synthetic Roofing Underlayment	\$ 0.00
336.0	SF	Metal Roofing - Legacy 40 Year G-Rib - Color TBD	\$ 947.52
28.0	LF	Ridge Vent	\$ 197.96
96.0	LF	5" seamless gutters, downspouts, & tails	\$ 528.00

Total \$ 26,629.92

Comments: 12x28 garage, 2x4 walls, 16" oc

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Diamond Buildings LLC
 217-589-4987
info.diamondbuildings@gmail.com

Customer Order - **Jun 28, 2023**

Ship To		Dealer	
Customer Name	<u>mike Schone</u>	Order #	<u>1687960728759364</u>
Installation Address	<u>21314 Ill Rt 9</u>		
City	<u>Tremont</u>	State	<u>IL</u> ZIP Code <u>61568</u>
Email	<u>mschone@tazewell-il.gov</u>	Phone	<u>309 478-5663</u> Mobile <u>Â</u>
		info.diamondbuildings@gmail.com	
Building Info	Size	Color	
Style: Garage	12x30 93.5" Walls Sidewall Height	Roof	Dark Green <input type="checkbox"/>
Roof Overhang: Standard		Trim	Brillant White <input type="checkbox"/>
Roof Material: Metal Roof		Siding	Light Stone <input type="checkbox"/>
Base	12' Wide Skid		
Siding	Metal		
Design Link & Notes			
Design Link https://shedview.diamondbuildings.com/?lng=en-US&dealer=Arthur#3ac64a00a1957ec5a9a8bb3a593ef519			
Notes, Comments, Questions <input type="checkbox"/> We are a County Municipality and tax exempt			

Images



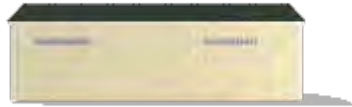
Perspective



Front



Left



Right



Back

Â

Description

Quantity

Amount

Structure Details

Style: Garage

1

\$13,153.00

Description	Quantity	Amount
Sidewall Height: 93.5" Walls	1	Included
Size: 12x30	1	Included
Roof Overhang: Standard	1	Included
Base: 12' Wide Skid	1	Included
Siding: Metal	1	Included
Roof Pitch: Standard	1	Included
Siding Color: Light Stone		Included
Trim Color: Brilliant White		Included
Roof Color: Dark Green		Included
Roof Material: Metal Roof	1	Included
	Â	
Doors & Ramps		
Hinges: Right Door Swing	2	Included
Fiberglass Door w/ Window	1	\$350.00
Color: White		Included
36" Fiberglass Door (Credit)	1	-\$300.00
	Â	

Description	Quantity	Amount
Garage Doors & Ramps		
9'x7' Garage Door (Credit)	1	-\$675.00
	Â	
Rollup Doors & Ramps		
6'x7' Roll-up Door	1	\$675.00
Color: White		Included
	Â	
Windows & Accessories		
2x3 Slider (Credit)	1	-\$100.00
Dormer: None	1	Included
72" Transom Window	2	\$200.00
Color: White		Included
	Â	
Flooring & Interior		
Flooring: 3/4" Edge Gold T&G Flooring	1	Included
	Â	
Vents		

Description	Quantity	Amount
12" x 12" Vent	2	Included
Color: White		Included
	invoice-taxable-services	\$13,303.00
	Discount:	-\$1,330.00
	Subtotal:	\$11,973.00
	Sales Tax (6.75%):	\$808.18
	Total Order Amount:	\$12,781.18
	Final Balance Due at Installation:	\$12,781.18

Signatures

Customer Signature:	
Date	
Desired Delivery Date:	
Delivery Notes:	

Â

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Dealer or Manufacturer Signature:	
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Signatures

Date

Pricing and options shown are subject to change at any time and may vary based upon current promotions, specials, or annual pricing adjustments. Current pricing will be included in the final quote and will require your review and approval prior to order.

We will do all we can to ensure your complete satisfaction. Please contact us for questions, concerns, or custom styles or sizes.

Pricing Table (For Internal Use): - Service Area

[Buy This Building Now!](#)

This estimate is provided by Diamond Buildings LLC for use by customers of Diamond Buildings LLC only.



Diamond Buildings

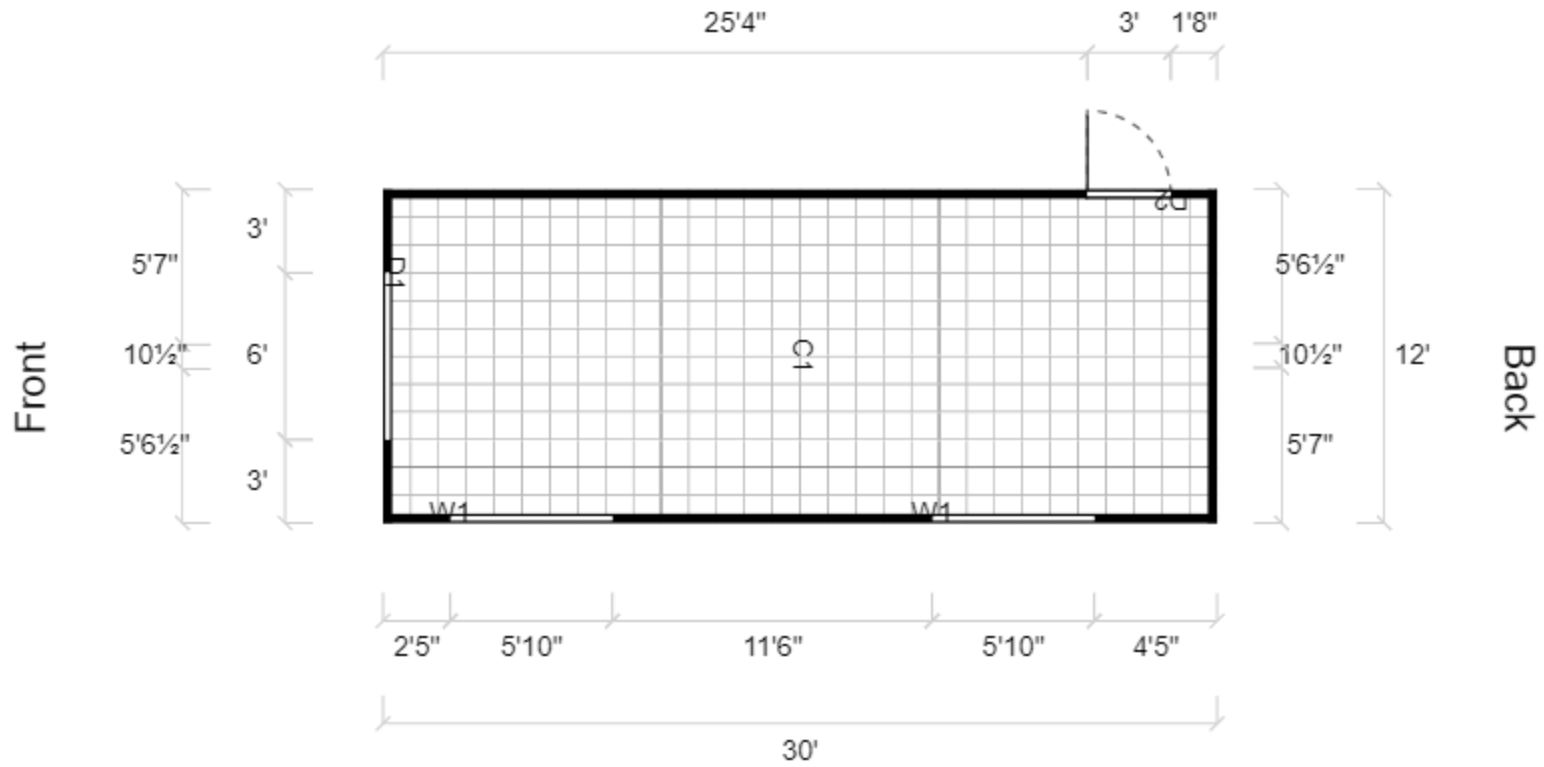
Arthur, IL, 61911

217-589-4987

info.diamondbuildings@gmail.com

FLOORPLAN

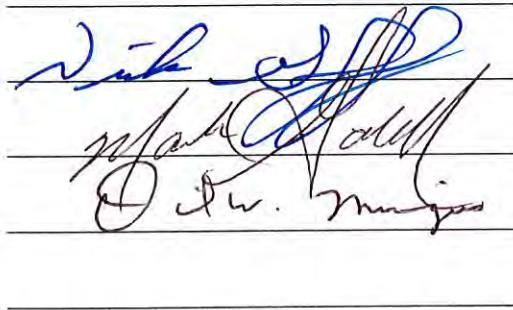
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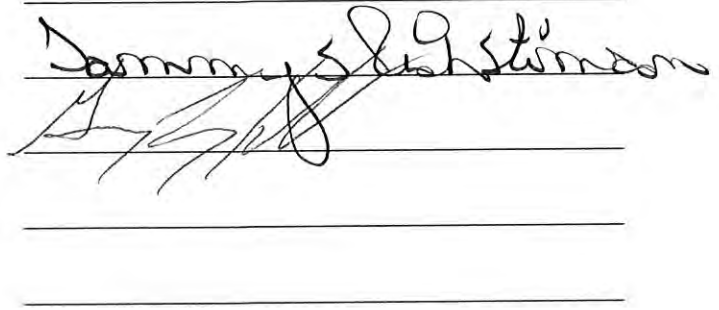


COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:





RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the quotes for a walk-in freezer unit replacement at the Justice Center; and

WHEREAS, three bids were submitted for review; Montefusco Mechanical (\$14,900.00); Ruyle Mechanical Services, Inc. (\$14,740.00); and Standard Heating & Cooling (\$13,170.00). Standard Heating & Cooling was deemed to be the best bid option at the lowest cost of \$13,170.00; and

WHEREAS, the County Administrator recommends to approve the bid of Standard Heating & Cooling and is authorized to move forward with the project as submitted.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Finance, the Facilities Director and the Auditor of this action.

PASSED THIS 26th DAY OF July, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Tazewell County Justice Center

Pekin, IL

The following is a scope of work and quote for work to be performed at the above location. We will provide the following:

Walk-In AC System Replacement

- Recover charge under EPA guidelines and recycle.
- Disconnect all necessary refrigerant piping, condensate piping, power, and control wiring.
- Remove condensing unit, evaporator, and dispose.
- Set new unit in place and install new evaporator complete with new thermostatic expansion valve, solenoid valve, and disconnect.
- Purge all refrigerant lines and install new liquid line filter drier.
- Reconnect all refrigerant piping and insulate all suction piping.
- Pressurize system with nitrogen and leak check. Evacuate system and charge with new refrigerant. Refrigerant shall be provided prior to arrival on site with the Hazmat Part I filled out. The contractor shall provide a Hazmat Part II document once the job is complete.
- Reconnect condensate piping and associated heat trace. Install new defrost clock.
- Reconnect all power and control wiring and perform a startup on the system to ensure proper operation.
- Contractor will provide any operations manuals, product data, and contractor warranty information. Warranty information will include a materials and workmanship warranty from the contractor and an already activated manufacturer's warranty that begins on the date of any applicable installation.
- We exclude all items not mentioned above.

Total: \$14,900.00

Thank you for the opportunity to bid this project. We hope to be working with you on this job soon. Please feel free to call or email with any questions.

Wes Edwards
Montefusco HVAC, Inc.
309-208-6225
wes@montefuscohvac.com

7/13/23

2200 W. Altorfer Drive, Peoria IL 61615



PROPOSAL

DATE: 7/12/2023

QUOTE NO.: 23-523

PREPARED FOR: Tazewell County Courthouse
Attn: Mike Schone
342 Court Street
Pekin, IL 61554

JOB: Walk-in freezer upgrade

LOCATION: Tazewell Justice Center

SCOPE: See scope attached

TOTAL PRICE: \$ 14,740.00

Items quoted are price-protected for 30 days.

PREPARED BY: 

Adam Strausbaugh; Project Manager

PHONE NO.: (309) 674-6644 Ext.212

(309) 635-7255 mobile

EMAIL: adam@ruylecorp.com

Thank You!

We appreciate the opportunity to serve your needs.

ACCEPTANCE OF PROPOSAL - *The prices, specifications and conditions within this quote are satisfactory and are hereby accepted. Ruyle is authorized to do the work as specified. Payment will be made as outlined.*

Date of Acceptance: _____

Signature: _____

Print Name: _____



Confidentiality Notice:
This document contains information that may be confidential and privileged. You may not use, copy or disclose the information contained herein to anyone without authorization from an agent of Ruyle Mechanical Services Inc.



SCOPE OF WORK AND BENEFITS

Walk-in Freezer System Replacement

- Recover refrigerant from system per EPA guidelines
- Disconnect refrigerant piping & electrical from existing unit
- Remove existing condensing unit & evaporator haul away for disposal
- Furnish the following equipment:
 - Trenton condensing unit w/ scroll compressor & receiver
 - Trenton evaporator
 - Paragon defrost time clock
- Set new condensing unit in same location utilizing elevator
- Existing lineset to remain.
- Connect piping & electrical at new condensing unit
- Existing disconnect to be reused
- Pressure check, evacuate, & charge 404A in system
- Existing freezer case to remain with no alterations
- Perform system start-up & verify proper operation

Exclusions

- Overtime
- Tax
- Temporary freezer or food storage
- Asbestos abatement or testing
- Certified drawings by an engineer
- Additional work not specified under scope



Standard Heating & Cooling

906 S.W. ADAMS - PEORIA, ILLINOIS 61602
PEO. PH: 309-671-5417 - FAX: 309-671-5405 - PEKIN PH: 309-353-3047

RESIDENTIAL
COMMERCIAL
INDUSTRIAL
INSTITUTIONAL

24 HOUR EMERGENCY SERVICE

AN EQUAL OPPORTUNITY EMPLOYER

Tazewell County Justice Center
101 S Capitol
Pekin Illinois 61554

Date:07/13/2023
Walk In Freezer
Est:MH238693

We propose to furnish labor and materials to provide and install (1) Walk In Freezer evaporator & condensing unit. Included in our proposal are the following items;

- Recover existing R404a refrigerant
- Disconnect existing refrigeration lines
- Remove existing condensing unit & evaporator
- Flush existing refrigeration lines
- Provide and install new condensing unit and evaporator to include temperature control
- Reconnect existing refrigeration piping to new units
- Pressure test and charge new system as required
- Ensure proper drain pan function and modify as needed
- Provide crane
- Provide permits as required
- Provide startup and testing

For the sum of \$13,170.00

Note: Above pricing is based on after hours between 5:30p.m. and 7:30 a.m

ACCEPTED: _____

DATE: _____

PREPARED BY: Mike Hamilton

Mike Hamilton
Service Manager


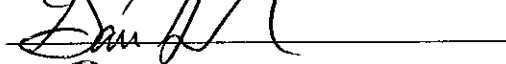
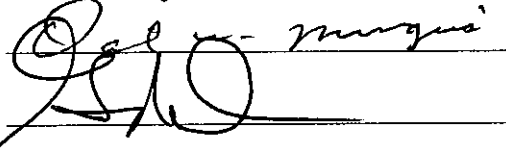

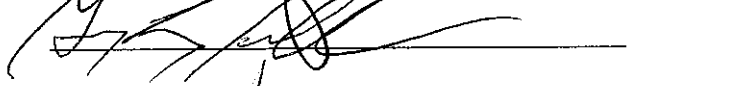
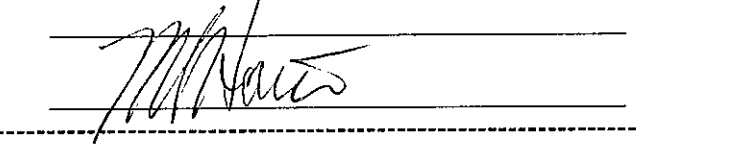
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COMMITTEE REPORT

F-23-28

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

	_____
	_____
	_____
_____	_____
_____	
_____	
_____	

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Transfer for the Community Development:

- Transfer \$750.00 from Education and Training Item (100-610-5400) to Legal Notices Line Item (100-300-5203)

WHEREAS, the transfer of funds is to allow for the proper legal notification for upcoming public hearings for the remainder of FY23; and

- Transfer of \$1,000 from Gasoline (100-300-5130), \$400 from Tech Supplies (100-300-5135), \$1500 from Building Code Inspections (100-300-5210) and \$450 from Deposit Reimbursement (100-300-5614) to Appeal Board (100-300-5208)

WHEREAS, the transfer of funds is to cover the cost of operations of the Zoning Board of Appeals for the remainder of 2023; and

THEREFORE BE IT RESOLVED that the County Board approve the transfers of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the Treasurer and the Auditor of this action.

PASSED THIS 26th DAY OF July, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman\



**COUNTY OF TAZEWELL
COMMUNITY DEVELOPMENT DEPARTMENT**



Jaclynn Workman, Administrator

11 South 4th Street, Room 400, Pekin, Illinois 61554

Phone: (309) 477-2235 / Email: zoning@tazewell-il.gov

TO: Chairman Graff and Finance Committee

FROM: Jaclynn Workman, Administrator

DATE: July 18th, 2023

SUBJECT: Transfer

The Appeal Board (100-300-5208) line is currently overdrawn by \$1890.37 following payment of July bills. It is anticipated that the remainder of the year, *without* the use of the Court reporter for the remainder of the year at an average cost of \$1500 per hearing, will further reduce this line by another \$2100.00. The following transfers will be needed to cover the additional cost;

From 100-300-5130	Gasoline	in the amount of \$1000.00
From 100-300-5135	Tech Supplies	in the amount of \$400.00
From 100-300-5210	Building Code Inspections	in the amount of \$1500.00
From 100-300-5614	Deposit Reimbursement	in the amount of \$450.00
Total:		\$3350.00

Additionally, the Legal Notice (100-300-5203) line is currently over drawn by \$83.43. The average monthly cost, due to notice of public hearing, is \$175. However the cost to publish the two May 2023 hearings was extraordinarily higher and not anticipated, \$3298.25. It is anticipated the additional cost for the rest of the year will be an additional \$750.00, therefore the transfer needed

From 100-610-5400	Education and Training	in the amount of \$750.00
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Thank you for your consideration. Please feel free to contact me at your convenience if you have further questions.

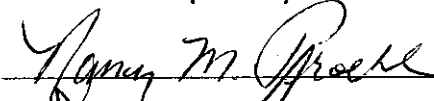
JW

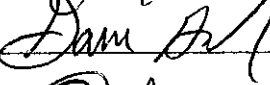
COMMITTEE REPORT

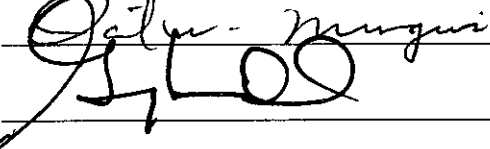
F-23-29

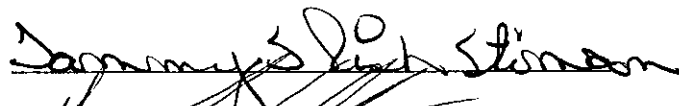
Mr. Chairman and Members of the Tazewell County Board:

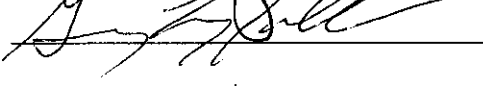
Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

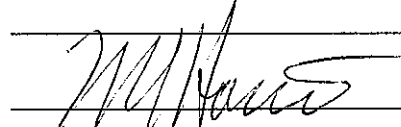












RESOLUTION

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Tazewell County, Illinois; and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE; and

WHEREAS, U.S. TREASURY INTERIM FINAL REPORT states "*Given the exacerbation of health disparities during the pandemic and the role of pre-existing social vulnerabilities in driving these disparate outcomes, services to address health disparities are presumed to be responsive to the public health impacts of the pandemic. Specifically, recipients may use payments from the Fiscal Recovery Funds to facilitate access to resources that improve health outcomes, including services that connect residents with health care resources and public assistance programs and build healthier environments;*"; and

WHEREAS, the Tazewell County Board has defined a strategy of using American Rescue Plan Act State and Local Fiscal Recovery Funds to improve access to the Tazewell County Health Department services, including COVID-19 vaccines, for low-income citizens by placing services closer to the County's population center; and

WHEREAS, the Tazewell County Board passed a resolution on June 28th, 2023 for the approval of a contract with Carle Foundation, Inc. for the purchase of a building and

land in Pekin, Illinois for a satellite health department; and

WHEREAS, the Tazewell County Board has deemed the acquisition of the facilities to be the most expedient and cost effective method of achieving the goals of improving access to Tazewell County Health Department services; and

WHEREAS, the satellite health department facility will be located in census tract 211.01 in Pekin, Illinois, which has been designated as a federal opportunity zone and designated as a high poverty area census tract by the Commerce Department's Economic Development Administration with 27.7% of people whose income is below the poverty level; and

WHEREAS, this location will increase accessibility of services for a greater number of low income and moderate income households throughout the County by providing shorter commutes and accessibility by public transportation; and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASUARY FINAL RULE; and

WHEREAS, Tazewell County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Tazewell County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *"a broad range of government services, programs, and projects outside of typical eligible used of recovery funds under the final rule"* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE; and

WHEREAS, the Tazewell County Board passed a resolution on June 28th, 2023 for the approval of a contract with River City Demolition, Inc. for the abatement of the Arcade building and the demolition of the Arcade and Tobin Buildings for future infrastructure needs.

NOW THEREFORE, BE IT RESOLVED by the Tazewell County Board hereby approves the following:

1. The Tazewell County Board authorizes the use of American Rescue Plan Act, State And Local Fiscal Recovery funds for acquiring building and land for the health department satellite facility in the amount of \$2,375,000, in addition to inspection and closing costs, to address the disproportionate impacts of the COVID-19 pandemic on health outcomes in low-income communities as described in the attached plan; and
2. The Tazewell County Board authorizes the use of American Rescue Plan Act, State And Local Fiscal Recovery funds for the abatement of the Arcade building

and the demolition of the Arcade and Tobin Buildings in the amount of \$730,000, in addition to any subsequently approved change orders, using the standard allowance funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Finance Office, the Treasurer, and the Auditor of this action.

PASSED THIS 26th DAY OF July, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Satellite Health Department Plan

Tazewell County will address the disproportionate impacts of the COVID-19 pandemic on health outcomes in low-income communities through the acquisition of a facility located at 1800 Broadway in Pekin, Illinois. Currently, the Tazewell County Health Department provides COVID-19 vaccines, the Women, Infants, and Children (WIC) program and clinic services through the facility located in a rural area of the County. Moving these services to the City of Pekin, the highest populated municipality of the County, will provide improved access to the services for low-income and moderate income residents. Acquiring this facility will also allow for restarting dental services, which had been discontinued a few years ago. A recent community survey has shown an increase in need for the dental services since the closing.

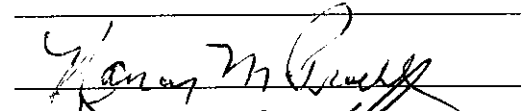
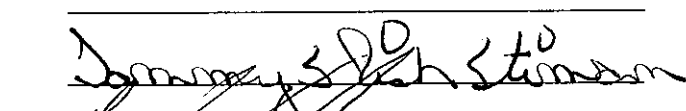

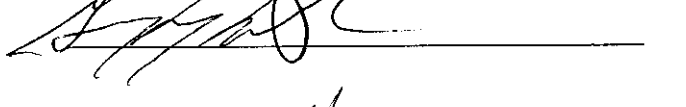
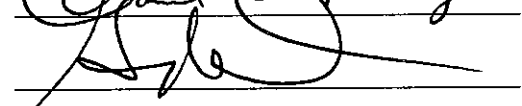
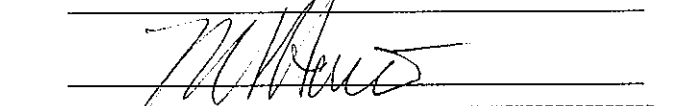
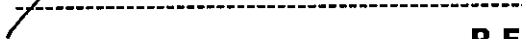

The location of the facility will increase the accessibility of the services for low-income residents with the facility being located in census tract 211.01, which is designated as an opportunity zone and a high poverty area by the Commerce Department's Economic Development Administration with 27.7% of residents living below the poverty level. The facility is also within close proximity to an additional high poverty area and probable high poverty area as assigned by the Economic Development Administration. Low-income residents in neighboring communities will also have increased accessibility to services through shorter commutes and accessibility through public transportation with the satellite facility being along a bus route that traverses these communities.

COMMITTEE REPORT

F-23-30

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Transfer for the Supervisor of Assessments, GIS Division:

- Transfer \$7,500 from GIS Flyover/data(232-622-5236) to Software Maintenance Line Item (232-622-5200)

WHEREAS, the transfer of funds is to complete the purchase of additional licensing needed to complete software updates, included in the FY23 budget, however additional licenses were needed; and

WHEREAS, the transfer of fund will also allow the renewal of the existing licenses, should it be necessary to do so, until the conversion has been completed;

THEREFORE BE IT RESOLVED that the County Board approve the transfers of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Courts, the Treasurer and the Auditor of this action.

PASSED THIS 26th DAY OF JULY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



TAZEWELL COUNTY SUPERVISOR OF ASSESSMENTS

Nicole Jones, Chief County Assessment Officer

11 South Fourth Street

McKenzie Building, Suite 410

Pekin, Illinois 61554-4206

Phone: (309) 477-2275

Fax: (309) 477-2204

TO: Chairman Graff and Finance Committee

FROM: Nicole Jones, CCAO

DATE: July 14, 2023

SUBJECT: Line Item Transfer Request for G.I.S. Office

I respectfully request the following transfer within the GIS Budget for FY 23:

\$7,500 from GIS Flyover/data #232-622-5236 to
Software Maintenance #232-622-5200.

The transfer of funds is to account for the additional licenses needed for the completion of the software updates, which are in addition to what was originally included in FY23 Budget.

The transfer of funds will also allow the renewal of the existing licenses, if it should become necessary for the completion of the conversion.

Thank you for your consideration. Please feel free to contact me at you convenience if you have further questions.

NJ

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee have considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the State of Illinois signed into law the Rebuild Illinois capital initiative in 2019; and

WHEREAS, the General Assembly of the State of Illinois appropriated three billion dollars to the Illinois Department of Commerce and Economic Development(DCEO) for Capital Grants; and

WHEREAS, the General Assembly of the State of Illinois enacted appropriation from the DCEO capital grant in the amount \$5,000,000.00 for line item number 186-260 for Tazewell County, appropriation number 971-42085-4900-9721, for cost associated with street resurfacing and infrastructure improvements; and

WHEREAS, the County's Finance Committee recommends to the County Board to approve the Illinois DCEO Uniform Application for State Grant Assistance.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Board Chairman is hereby authorized and directed to execute and file on behalf of Tazewell County such application and to furnish such additional information as may be required by the Illinois Department of Commerce and Economic Development in connection with the aforesaid application for said grant.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Engineer, Finance, and the Auditor of this action.

PASSED THIS 26th DAY OF JULY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to approve the purchase of a 2023 Ford Edge for Community Development; and

WHEREAS, the purchase price of the vehicle is \$43,110 and was included in the fiscal year 2023 budget.

THEREFORE BE IT RESOLVED that the County Board approve this purchase.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Finance Office, the Director of Community Development, and the Auditor of this action.

PASSED THIS 26TH DAY OF JULY, 2023.

ATTEST:

County Clerk

County Board Chairman



**COUNTY OF TAZEWELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Jaclynn Workman, Administrator

11 South 4th Street, Room 400, Pekin, Illinois 61554

Phone: (309) 477-2235 / Email: zoning@tazewell-il.gov



TO: Chairman Graff and Finance Committee

FROM: Jaclynn Workman, Administrator

DATE: July 26th, 2023

SUBJECT: New vehicle Purchase

Please find attached a quote from Morrow Brothers Ford, Inc. for a 2023 Ford Edge. Also provided, a State of Illinois contract awarded to Morrow Brothers for the desired vehicle. The vehicle will replace the 2011 Ford Edge, purchased from the Sheriff's Department in 2014, for the daily use of the building inspector. The 2011 Edge will be retained for periodic use of the Code Enforcement Officer and other staff as needed.

The vehicle came in \$6,890.00 below budget at \$43,110.00;

Thank you for your consideration. Please feel free to contact me at your convenience if you have further questions.

JW

**11 South Fourth Street ~ McKenzie Building ~ Suite 400 ~ Pekin, Illinois 61554
Phone: (309) 477-2235 ~ Fax: (309) 477-2358 ~ E-Mail: jworkman@tazewell-il.gov**



Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$43,110.00
Total	\$43,110.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

As Configured Vehicle

Code	Description
Base Vehicle	
K4G	Base Vehicle Price (K4G)
Packages	
100A	<p>Equipment Group 100A</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - <i>Engine: Twin-Scroll 2.0L EcoBoost</i> <i>Includes auto start-stop technology.</i> - <i>Transmission: 8-Speed Automatic w/SelectShift</i> <i>- Active Transmission Warm-Up</i> - <i>3.80 Axle Ratio</i> - <i>GVWR: TBD</i> - <i>Tires: 245/60R18 AS BSW</i> - <i>Wheels: 18" Sparkle Silver-Painted Aluminum</i> - <i>Cloth Bucket Seats</i> <i>Includes 4-way manual front-driver seat (fore/aft, lumbar), 2-way manual front-passenger seat (fore/aft) with manual recline and 2-way manually adjustable (up/down) head restraints.</i> - <i>Radio: AM/FM Stereo/MP3 Capable</i> <i>Includes 6 speakers, speed-compensated volume and USB media hub (A and C) style.</i> - <i>SYNC 4A w/Enhanced Voice Recognition</i> <i>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Wireless Apple CarPlay and Android Auto compatibility, digital owners manual, adaptive dashcards and conversational voice command recognition.</i> - <i>SiriusXM w/360L</i> <i>Includes a 3-month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM radio inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 SiriusXM radio inc Sirius, XM, SirlusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i> - <i>FordPass Connect</i>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

As Configured Vehicle (cont'd)

Code	Description
	<p><i>Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (Wi-Fi hotspot includes wireless data trail that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect (optional on select vehicles), the FordPass app., and complimentary connected services are required for remote features (see FordPass terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology, cellular networks, vehicle capability may limit functionality and prevent operation of connected features. Connected services excluded Wi-Fi hotspot). Telematics solution (both complimentary and subscription based) are available for fleet customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts. FordPass Connect 4G Wi-Fi modem, enables telematics services directly from Ford or through authorized third party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).</i></p>
Powertrain	
999	<p>Engine: Twin-Scroll 2.0L EcoBoost <i>Includes auto start-stop technology.</i></p>
448	<p>Transmission: 8-Speed Automatic w/SelectShift <i>Includes: - Active Transmission Warm-Up</i></p>
STDAX	3.80 Axle Ratio
STDGV	GVWR: TBD
Wheels & Tires	
STDTR	Tires: 245/60R18 AS BSW
STDWL	Wheels: 18" Sparkle Silver-Painted Aluminum
51Q	<p>Mini Spare Wheel <i>Replaces tire inflator and sealant kit.</i></p> <p><i>Includes: - Mini Spare Tire</i></p>
Seats & Seat Trim	
C	<p>Cloth Bucket Seats <i>Includes 4-way manual front-driver seat (fore/aft, lumbar), 2-way manual front-passenger seat (fore/aft) with manual recline and 2-way manually adjustable (up/down) head restraints.</i></p>
Other Options	
PAINT	Monotone Paint Application

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Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)**As Configured Vehicle (cont'd)**

Code	Description
112WB	112.2" Wheelbase
STDRD	<p>Radio: AM/FM Stereo/MP3 Capable</p> <p><i>Includes 6 speakers, speed-compensated volume and USB media hub (A and C) style.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - SYNC 4A w/Enhanced Voice Recognition - Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Wireless Apple CarPlay and Android Auto compatibility, digital owners manual, adaptive dashcards and conversational voice command recognition. - SiriusXM w/360L - Includes a 3-month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM radio inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 SiriusXM radio inc Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc. - FordPass Connect - Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (Wi-Fi hotspot includes wireless data trail that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect (optional on select vehicles), the FordPass app., and complimentary connected services are required for remote features (see FordPass terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology, cellular networks, vehicle capability may limit functionality and prevent operation of connected features. Connected services excluded Wi-Fi hotspot). Telematics solution (both complimentary and subscription based) are available for fleet customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts. FordPass Connect 4G Wi-Fi modem, enables telematics services directly from Ford or through authorized third party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).

Emissions

425

50-State Emissions System

Exterior Color

JS_01

Iconic Silver Metallic

Interior Color

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Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

As Configured Vehicle (cont'd)

Code	Description
CD_01	Dune w/Cloth Bucket Seats
Upfit Options	
Delivery	Delivery to TCCD
MKT	Market adjustment, Stock unit
WTX	WeatherTech Floor Liners
MLT	New M License/Title

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Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Selected Equip & Specs

Dimensions

• Conventional Capacity: 1,500 lbs. • GCWR: 6,300 lbs. • Vehicle body length: 188.8" • Vehicle body width: 75.9" • Vehicle body height: 68.3" • Wheelbase: 112.2" • Front track: 64.8" • Rear track: 64.7" • Vehicle turning radius: 19.6' • Front brake diameter: 13.6" • Rear brake diameter: 12.4" • Interior rear cargo volume: 39.2 cu.ft. • Interior rear cargo volume with seats folded: 73.4 cu.ft. • Max interior rear cargo volume: 73.4 cu.ft. • Total passenger volume: 113.9 cu.ft. • Headroom first-row: 40.2" • Headroom second-row: 40.3" • Leg room first-row: 42.6" • Leg room second-row: 40.6" • Shoulder room first-row: 60.3" • Shoulder room second-row: 60.5" • Hip room first-row: 55.9" • Hip room second-row: 57.5"

Powertrain

• EcoBoost 2L I-4 gasoline direct injection, DOHC, variable valve control, intercooled turbo, engine with 250HP • Engine cylinders: I-4 • Spark ignition system • Horsepower: 250 HP@5500 RPM • Torque: 280 lb.-ft.@3000 RPM • Radiator • Auto stop-start engine • 8-speed automatic • Automatic full-time AWD • All-wheel drive • Recommended fuel: premium unleaded • Easy Fuel capless fuel filler • Torque Vectoring Control brake actuated limited slip differential • All-speed ABS and driveline traction control • Permanent locking hub control

Fuel Economy and Emissions

• Fuel economy (city/highway/combined): 21 mpg/28 mpg/23 mpg • Fuel economy city: 21 mpg • Fuel economy highway: 28 mpg • Gasoline secondary fuel type • Fuel economy combined: 23 mpg • LEV3-ULEV70 emissions

Suspension and Handling

• Standard ride suspension • Gas-pressurized front shock absorbers • Gas-pressurized rear shock absorbers

Driveability

• 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Electronic parking brake • Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system • Predictive brake assist system • Hill Start Assist • Independent front suspension • Strut front suspension • Front anti-roll bar • Front coil springs • Independent rear suspension • Multi-link rear suspension • Rear anti-roll bar • Electric power-assist steering system • Rack-pinion steering • 2-wheel steering system

Body Exterior

• 4 doors • Clearcoat paint • Monotone paint • Black bodyside cladding • Black side window trim • Black windshield trim • Body-coloured door handles • Body-coloured front bumper • Black front bumper rub strip • Body-coloured rear bumper • Black rear bumper rub strip • Metal-look grille with chrome surround • Black door mirrors • Standard style side mirrors • Conventional left rear passenger door • Conventional right rear passenger door • Liftgate rear cargo door • Active grille shutters • P245/60RH18 AS BSW front and rear tires • 18 x 8-inch front and rear silver aluminum wheels

Convenience

Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Selected Equip & Specs (cont'd)

• Power door locks with 2 stage unlocking • Keyfob activated door locks • All-in-one remote fob and ignition key • Auto-locking doors • Intelligent Access smart key with hands-free access and push button start • Power tailgate/rear door lock • Cruise control with steering wheel mounted controls • Keyfob trunk control • Keyfob window control • FordPass Connect smart device vehicle start control • Day/Night rearview mirror • Power first-row windows • Full floor console • Driver foot rest • Fixed interval rear windshield wipers • Rear window defroster • Fixed rear windshield • Locking glove box • Front beverage holders • Rear beverage holders • 8 beverage holders • 2 seatback storage pockets • Driver and passenger door bins • Rear door bins • Instrument panel bin • Dashboard storage • Retained accessory power • PRND in IP • Trip computer

Comfort

• Automatic climate control • Dual-zone front climate control • Cabin air filter • Rear under seat climate control ducts • Voice-activated climate control • Rear console climate control ducts • Cloth headliner material • Full headliner coverage • Vinyl door trim insert • Full carpet floor covering • Full floor coverage • Carpet front and rear floor mats • Cloth rear seat upholstery • Carpet rear seatback upholstery • Manual tilting steering wheel • Manual telescopic steering wheel • Urethane steering wheel

Seats and Trim

• Seating capacity: 5 • Bucket front seats • Driver seat with 4-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Front seat center armrest • Front seat armrest storage • Manual reclining driver seat • Manual driver seat fore/aft control • Manual reclining passenger seat • Manual passenger seat fore/aft control • Fixed rear seats • Rear bench seat • Height adjustable rear seat head restraints • Rear seat center armrest • Manual driver seat lumbar • Cloth front seat upholstery • Metal-look console insert

Entertainment Features

• 3 total number of 1st row displays • 12 inch primary LCD display • Primary touchscreen display • SiriusXM with 360L AM/FM/Satellite radio • Seek scan • SYNC 4 external memory control • 3 month satellite trial subscription • Speakers number: 6 • Standard grade speakers • Steering wheel mounted audio controls • SYNC 4 voice activated audio controls • Speed sensitive volume • Bluetooth wireless audio streaming • Integrated roof audio antenna

Lighting, Visibility and Instrumentation

• Metal-look instrument panel insert • Digital/analog instrumentation display • Configurable instrumentation gauges • Trip odometer • In-dash clock • Compass • Exterior temperature display • Driver information center • Tachometer • Engine/electric motor temperature gauge • Deep tinted windows • Projector beam headlights • LED low and high beam headlights • Autolamp auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • Ford Co-Pilot360 - Auto High Beam auto high-beam headlights • DRL preference setting • Variable intermittent front windshield wipers • Speed sensitive wipers • Front reading lights • Illuminated entry • Rear reading lights • Illuminated ignition switch • Variable instrument panel light • LED daytime running lights • High mounted center stop light • LED brake lights • Fade interior courtesy lights

Technology and Telematics

Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Selected Equip & Specs (cont'd)

- SYNC 4 911 Assist emergency SOS system via mobile device • Bluetooth handsfree wireless device connectivity • SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring • FordPass Connect 4G mobile hotspot internet access • 2 USB ports

Safety and Security

- Driver front impact airbag • Seat mounted side impact driver airbag • Safety Canopy System curtain first and second-row overhead airbags • Passenger front impact airbag • Seat mounted side impact front passenger airbag • Airbag occupancy sensor • Driver and passenger side knee airbag • 8 airbags • Rear seat center 3-point seatbelt • Front height adjustable seatbelts • Front and rear seatbelt pretensioners • 4 seatbelt pre-tensioners • SecuriLock immobilizer • Remote panic alarm • Lane Keeping Alert • BLIS (Blind Spot Information System) • Automatic Emergency Braking (AEB) forward collision mitigation • Cross-Traffic Alert collision warning • Pre-Collision Assist with Pedestrian Detection • Driver Alert • MyKey restricted driving mode • Ford Co-Pilot360 - Reverse Camera rear camera with washer • AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll • Manual rear child safety door locks

Dimensions

General Weights

Curb weight 4,124 lbs.

Trailing Weights

Conventional capacity 1,500 lbs. GCWR 6,300 lbs.

Off Road

Max ground clearance 8.0" Approach angle 18.9
Departure angle 22.2

Exterior Measurements

Vehicle body length 188.8"	Vehicle body width 75.9"
Vehicle body height 68.3"	Wheelbase 112.2"
Front brake diameter 13.6"	Rear brake diameter 12.4"
Front track 64.8"	Rear track 64.7"
Vehicle turning radius 19.6'	

Interior Measurements

Interior rear cargo volume 39.2 cu.ft.	Max interior rear cargo volume 73.4 cu.ft.
Interior cargo area height 34.5 "	Interior cargo length 74.8 "
Interior cargo area min width 45.3 "	Interior cargo area max width 63.3 "
Interior rear cargo volume with seats folded 73.4 cu.ft.	Length to rear seat 41.7 "

Interior Volume

Total passenger volume 113.9 cu.ft.

Headroom

Headroom first-row 40.2" Headroom second-row 40.3"

Legroom

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Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Selected Equip & Specs (cont'd)

Leg room first-row	42.6"	Leg room second-row	40.6"
<i>Shoulder Room</i>			
Shoulder room first-row	60.3"	Shoulder room second-row	60.5"
<i>Hip Room</i>			
Hip room first-row	55.9"	Hip room second-row	57.5"

Powertrain

Engine

Engine	EcoBoost 2L I-4 gasoline direct injection, DOHC, variable valve control, intercooled turbo, engine with 250HP	Valves per cylinder	4
Engine cylinders	I-4	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction	Transverse mounted engine
Engine block material	Aluminum engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	2.0L	cc	122 cu.in.
Bore	3.4"	Stroke	3.3"
Compression ratio	10.0	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	250 HP@5500 RPM	Torque	280 lb.-ft.@3000 RPM
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Alternator

Alternator type

Regular duty alternator

Battery

Battery amps	70Ah	Battery type	Lead acid battery
Battery rating	760CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator	Start-stop engine	Auto stop-start engine
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Transmission

Transmission	8-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.69	Second gear ratio	3.31
Third gear ratio	3.01	Fourth gear ratio	1.92
Fifth gear ratio	1.45	Sixth gear ratio	1
Reverse gear ratio	2.96	Seventh gear ratio	0.75
Eighth gear ratio	0.62	Selectable mode transmission	Selectable mode transmission

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Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Selected Equip & Specs (cont'd)

Sequential shift control SelectShift Sequential shift control

Drive Type

4WD type Automatic full-time AWD

Drive type All-wheel drive

Drivetrain

Axle ratio 3.8

Exhaust

Tailpipe Stainless steel quasi-dual exhaust

Fuel

Fuel type premium unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler

Fuel tank capacity 18.49 gal.

Performance

Performance acceleration 7.38s

Performance quarter mile time 15.39s

Performance quarter mile speed 89.8 mph

Lateral acceleration (g)8g

Slalom speed 58.2 mph

Drive Feature

Limited slip differential Torque Vectoring Control brake actuated limited slip differential

Traction control All-speed ABS and driveline traction control

Locking hub control Permanent locking hub control

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Fuel economy combined 23 mpg

Fuel economy city 21 mpg

Fuel economy highway 28 mpg

Fuel economy (city/highway/combined) 21 mpg/28 mpg/23 mpg

Fuel economy status Current fuel economy status

Emissions

Emissions LEV3-ULEV70 emissions

Emissions tiers Tier 3 Bin 70 emissions

Green Values

Energy Impact Score (Barrels per year) 12.9

Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) 7.7

Suspension and Handling

Suspension

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Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Selected Equip & Specs (cont'd)

Suspension Standard ride suspension

Front shock absorbers Gas-pressurized front shock absorbers

Rear shock absorbers Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

Electronic parking brake Electronic parking brake

ABS brakes 4-wheel antilock (ABS) brakes

Post collision braking system Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Predictive brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar

Suspension ride type front Independent front suspension

Suspension type front Strut front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs

Rear springs Regular grade rear springs

Rear Suspension

Anti-roll bar rear Rear anti-roll bar

Suspension type rear Multi-link rear suspension

Suspension ride type rear Independent rear suspension

Steering

Steering Electric power-assist steering system

Steering type Rack-pinion steering

Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 18"

Front wheels width 8"

Rear Wheels

Rear wheels diameter 18"

Rear wheels width 8"

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Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Selected Equip & Specs (cont'd)

Keyfob cargo controls Keyfob trunk control

Fob remote vehicle controls FordPass Connect smart device vehicle start control

Fob window controls Keyfob window control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage Covered floor console storage

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Visor illuminated driver mirror Illuminated driver visor mirror

Passenger Visor

Visor passenger mirror Passenger visor mirror

Visor illuminated passenger mirror Illuminated passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Cargo Features

Cargo tie downs Cargo area tie downs
Concealed cargo storage Cargo area concealed storage

Cargo light Cargo area light

Cargo Trim

Cargo floor type Carpet cargo area floor

Trunk lid trim Plastic trunk lid trim

Pedals

Driver foot rest Driver foot rest

Rear Windshield

Rear window defroster Rear window defroster
Rear windshield wipers Fixed interval rear windshield wipers

Rear windshield Fixed rear windshield

Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Selected Equip & Specs (cont'd)

Storage

Door bins front Driver and passenger door bins
 Number of beverage holders 8 beverage holders
 Beverage holders rear Rear beverage holders
 Instrument panel storage Instrument panel bin
 Seatback storage pockets 2 seatback storage
 pockets

Door bins rear Rear door bins
 Beverage holders Front beverage holders
 Glove box Locking glove box
 Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger
 one-touch up windows

One-touch down window Driver and passenger
 one-touch down windows

Windows Rear Side

Second-row windows Power second-row
 windows

Third-row windows Fixed third-row windows

Miscellaneous

Trip computer Trip computer
 Accessory power Retained accessory power

PRND in IP PRND in IP

Comfort

Climate Control

Climate control Automatic climate control

Dual-zone front climate control Dual-zone front
 climate control

Cabin air filter Cabin air filter

Voice activated climate control Voice-activated
 climate control

Rear under seat ducts Rear under seat climate
 control ducts

Rear console climate control ducts Rear console
 climate control ducts

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door trim insert Vinyl door trim insert

Door panel insert Metal-look door panel insert

Floor Trim

Floor covering Full carpet floor covering

Floor coverage Full floor coverage

Floor mats Carpet front and rear floor mats

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery

Rear seatback upholstery Carpet rear seatback
 upholstery

Steering Wheel

Steering wheel telescopic Manual telescopic
 steering wheel

Steering wheel material Urethane steering wheel

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06/08/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Selected Equip & Specs (cont'd)

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 4-way directional controls

Passenger seat direction Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center Front seat center armrest

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Rear bench seat

Folding second-row seats 60-40 folding rear seats

Rear seat direction Front facing rear seat

Rear head restraints Height adjustable rear seat head restraints

Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Interior Accents

Interior accents Chrome and metal-look interior accents

Gearshifter Material

Gearshifter material Metal-look gear shifter material

Console Trim

Driver seat fore/aft control Manual driver seat fore/aft control

Split front seats Bucket front seats

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Armrests front storage Front seat armrest storage

Rear seats fixed or removable Fixed rear seats

Reclining second-row rear seats Manual reclining rear seats

Rear seat folding position Fold forward rear seatback

Rear head restraint control Manual rear seat head restraint control

Armrests rear Rear seat center armrest

Front seatback upholstery Cloth front seatback upholstery

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Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Selected Equip & Specs (cont'd)

Console insert material Metal-look console insert

Entertainment Features

LCD Displays

Primary touchscreen display Primary touchscreen display
LCD primary display size 12 inch primary LCD display

Number of first-row LCD displays 3 total number of 1st row displays

Radio Features

External memory SYNC 4 external memory control

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls
Voice activated audio SYNC 4 voice activated audio controls

Speed sensitive volume Speed sensitive volume
Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Metal-look instrument panel insert

Instrumentation

Trip odometer Trip odometer
Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation display Digital/analog instrumentation display

Instrumentation Displays

Temperature display Exterior temperature display
Clock In-dash clock

Driver information center Driver information center
Compass Compass

Instrumentation Gauges

Tachometer Tachometer

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Instrumentation Warnings

Oil pressure warning Oil pressure warning
Low fuel warning Low fuel warning

Low oil warning Low oil warning
Low washer fluid warning Low washer fluid warning

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Selected Equip & Specs (cont'd)

Low brake fluid warning . Low brake fluid warning
Headlights on reminder . Headlights on reminder
Door ajar warning Door ajar warning
Service interval warning Intelligent Oil-Life
Monitor service interval indicator

Battery charge warning . Battery charge warning
Key in vehicle warning Key in vehicle warning
Trunk warning Rear cargo ajar warning
Low tire pressure warning Tire specific low air
pressure warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights
Auto headlights Autolamp auto on/off headlight
control
Delay off headlights Delay-off headlights

Headlight type Projector beam headlights
Multiple headlights Multiple enclosed headlights

DRL preference setting . DRL preference setting

Auto high-beam headlights Ford Co-Pilot360 -
Auto High Beam auto high-beam headlights

Front Windshield

Wipers . Variable intermittent front windshield
wipers

Speed sensitive wipers . Speed sensitive wipers

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light Variable instrument panel
light
Rear reading lights Rear reading lights

Illuminated ignition switch Illuminated ignition
switch
Front reading lights Front reading lights

Lights

Running lights LED daytime running lights

LED brake lights LED brake lights

Interior courtesy lights Fade interior courtesy
lights
High mount stop light High mounted center stop
light

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless
device connectivity

Emergency SOS SYNC 4 911 Assist
emergency SOS system via mobile device

Smart device integration SYNC 4 AppLink/Apple
CarPlay/Android Auto smart device wireless
mirroring

Internet Access

Internet access FordPass Connect 4G mobile
hotspot internet access

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Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Selected Equip & Specs (cont'd)

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag	Number of airbags 8 airbags
Front impact airbag passenger Passenger front impact airbag	Knee airbag Driver and passenger side knee airbag
Front side impact airbag driver Seat mounted side impact driver airbag	Front side impact airbag passenger Seat mounted side impact front passenger airbag
Occupancy sensor Airbag occupancy sensor	Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt	Height adjustable seatbelts Front height adjustable seatbelts
Seatbelt pretensioners Front and rear seatbelt pretensioners	Seatbelt pretensioners number 4 seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer	Remote panic alarm Remote panic alarm
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Active Driving Assistance

Lane departure Lane Keeping Alert	Blind spot BLIS (Blind Spot Information System)
Forward collision warning Automatic Emergency Braking (AEB) forward collision mitigation	Rear collision warning Cross-Traffic Alert collision warning
Pedestrian detection Pre-Collision Assist with Pedestrian Detection	Driver attention monitor Driver Alert
Restricted driving mode MyKey restricted driving mode	

Cameras

Rear camera Ford Co-Pilot360 - Reverse Camera rear camera with washer

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

Occupant Safety



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06/08/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Selected Equip & Specs (cont'd)

Child door locks . . . Manual rear child safety door locks

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Tazewell County Community Development

Prepared by: Richie Wellenkamp

06/08/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Edge 4dr AWD SE (K4G)

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

**STATE OF ILLINOIS
CONTRACT**

Illinois Department of Corrections
Emergency – Parole Vehicles
23-426DOC-CENTO-B-35901

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure (formerly named Forms B))

No

1. DESCRIPTION OF SUPPLIES AND SERVICES
2. PRICING
3. TERM AND TERMINATION
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STATE SUPPLEMENTAL PROVISIONS
6. STANDARD ILLINOIS CERTIFICATIONS
7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "IPG Active Registered Vendor Disclosure (formerly called FORMS B)" (IF APPLICABLE)
9. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)

**STATE OF ILLINOIS
CONTRACT**

Illinois Department of Corrections
Emergency – Parole Vehicles
23-426DOC-CENTO-B-35901

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS
CONTRACT**

Illinois Department of Corrections
Emergency – Parole Vehicles
23-426DOC-CENTO-B-35901

VENDOR

Vendor Name: Morrow Brothers Ford, Inc.	Address (City/State/Zip): 1242 Main St – Greenfield IL 62044
Signature: 	Phone: 217-368-3037
Printed Name: Richard M. Wellenkamp	Fax: 217-368-3517
Title: Fleet Mgr/Treasurer of Corporation	Email: richie@morrowbrothersfordinc.com
Date: April 4, 2023	

STATE OF ILLINOIS

Procuring Agency: Illinois Department of Corrections	Phone: 217-558-2200
Street Address: 1301 Concordia Court	Fax: 217-558-2203
City, State ZIP: Springfield, IL 62794	
Official Signature: 	Date: 5/3/2023
Printed Name: Latoya Hughes / Jared Brunk	
Official's Title: Acting Director / CAO	
Legal Signature:	Date:
Legal Printed Name: Click here to enter text.	
Legal's Title: Click here to enter text.	
Fiscal Signature:	Date:
Fiscal's Printed Name: Click here to enter text.	
Fiscal's Title: Click here to enter text.	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 23-426DOC-CENTO-B-35901
- Project Title: IDOC Parole Vehicles
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.): Emergency
- BidBuy / Bulletin Reference #:
- BidBuy / Bulletin Publication Date:
- Award Code:
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: The Illinois Department of Corrections is procuring twenty (20) 2022 Ford Edge vehicles for Individual in Custody movement.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. New 2022 Edge 4dr AWD SE

1.2.2. Powertrain

1.2.2.1 Engine: Twin-Scroll 2.0L EcoBoost

1.2.2.2 Transmission: 8-Speed Automatic w/SelectShift

1.2.2.3 STDTR Tires: 245/60R18 AS BSW

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. Vendor will arrange for delivery/pickup of vehicles within five (5) days of the IDOC approving the vehicle.

1.4. VENDOR / STAFF SPECIFICATIONS: N/A

1.5. TRANSPORTATION AND DELIVERY:

1.5.1. **Prior to delivery:** Vendor's pre-delivery services must be performed in accordance with the manufacturer's procedures and shall include a thorough cleaning and washing of vehicle(s).

1.5.1.1 Delivery Location:

CMS Garage
200 E. Ash Street
Springfield, IL 62704

1.5.2. At the time of delivery, the contractor must provide the following:

1.5.2.1 A certificate of origin for each vehicle.

1.5.3. Two copies of the vendors' invoice (the invoice shall contain similar information as required on the delivery tag). No documents are to be signed

by the State acknowledging receipt of a vehicle(s) if the document contains terms of the sale, nor shall any language on these documents change or alter the contract terms. The person signing and acknowledging receipt of the vehicle(s) is not authorized to change or alter the terms of the contract.

1.5.3.1 A delivery tag, in duplicate, must accompany each vehicle. The Tag is to show the following information:

- (1) Purchasing agency
- (2) Purchase order number
- (3) Vehicle identification number
- (4) Signature block for receiving individual
- (5) Key coding number to be provided with each vehicle.
- (6) State of Illinois Tax Form RR-556, as revised.
- (7) Mileage certification form.

Vehicles will not be accepted without meeting the above-mentioned requirements.

As required by the State, the vendor may be required to accurately and completely complete a pre-delivery check sheet provided by the State for every vehicle supplied by the vendor.

- 1.5.4. Large Quantity Orders: A large quantity order may require establishment of a delivery schedule. Accelerated deliveries without written permission of the ordering entity will not be permitted.
- 1.5.5. State Deliveries: Delivery shall be F.O.B. (freight on board) destination to Springfield, Elgin and Downers Grove, Monday through Friday, 8:30 a.m. to 2:00 p.m. CDT except state holidays. Vendor shall notify the agency contact person on the Bid Buy Purchase Order (PO) two (2) business days prior to the actual date of delivery. No deliveries shall be made without advance notice.
- 1.5.6. F.O.B. (freight on board) Dealers place of business, governmental vehicles are to be delivered to the governmental unit, Monday through Friday, 8:30 a.m. to 2:00 p.m. CDT except state holidays. The delivery charge will be determined by the price entered on line items 40, 41, 81, 82, 122, 123, 162, 163, 199 & 200 by the vendor. Vendor shall notify the contact person on the purchase order document two (2) business days prior to the actual date of delivery. No deliveries shall be made without advance notice. A cost for delivery to governmental units can be found within the line items on Bid Buy.

1.5.7. Right to Inspect/Reject Goods: The State and governmental units reserves the right to inspect each vehicle(s) after delivery to determine whether the vehicle(s) meets the contract specifications. If within thirty (30) days of delivery, it is determined that any of the vehicle(s) do not meet the contract specifications, the State and governmental unit at its sole discretion may:

1.5.7.1 Reject the vehicle(s) and return them to the Vendor at the Vendor's expense, at which time the State and governmental unit obligations to the vendor as to the rejected goods shall become null and void.

1.5.7.2 Require the Vendor to conform the vehicles(s) to contract specifications. This work shall be performed properly and at no additional cost, within time limits established by the State or governmental unit.

1.1. SUBCONTRACTING

Subcontractors are allowed.

1.1.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Standard Illinois Certifications completed by the subcontractor.

1.1.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.1.3. All contracts with the subcontractors identified above must include the Standard Illinois Certifications completed.
- 1.1.4. If the annual value of any the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.1.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.2. SUCCESSOR VENDOR

- Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

- 1.3. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Greenfield, IL

Value of services performed at this location: 100%

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Per line item in BidBuy.

2.2 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 **VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: \$937,800.00

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed pricing.

2.4 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed *EMERGENCY PROCURMENT TOTAL TO BE DETERMINED AT THE END OF THE EMERGENCY PERIOD* without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term of March 31, 2023 through June 29, 2023. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

- 3.2 RENEWAL: N/A**

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise, Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	IL. Department of Corrections
Attn:	James Deen
Address:	1301 Concordia Court
City, State Zip	Springfield, IL 62794

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 SUBCONTRACTING: For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certifications form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books

and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data

collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract; whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be

modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any

dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

- 4.17 **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 **CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 **EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 **NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall

immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

- 4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.
- 4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5. STATE SUPPLEMENTAL PROVISIONS

Agency Definitions

Click here to enter text.

Required Federal Clauses, Certifications and Assurances

Click here to enter text.

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Click here to enter text.

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

Click here to enter text.

Agency Specific Terms and Conditions

Click here to enter text.

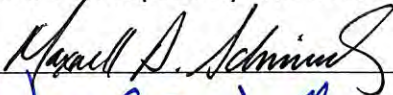

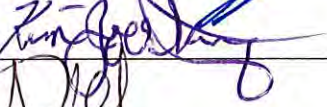

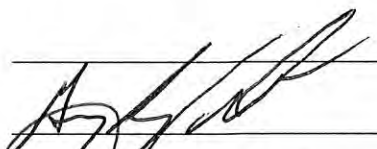

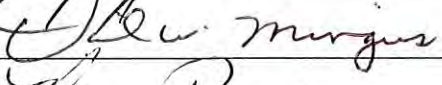

COVID-19 PROTECTIONS

In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to approve the attached Tazewell County Title VI Program; and

WHEREAS, Title VI of the Civil Rights Act of 1964, as amended, requires that "no person in the United States shall, on the grounds of race, color, or nation origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; and

WHEREAS, Tazewell County contracts with TCRC dba We Care, Inc., to provide transportation services for the residents of Tazewell County; and

WHEREAS, TCRC dba We Care, Inc., is funded through Federal Funds; and

WHEREAS, the FTA requires recipients and sub-recipients of federal public transportation funds to submit, every three years, a Title VI update as a condition of receipt of FTA financial assistance; and

WHEREAS, it is the intent of Tazewell County to adopt the 2023 to 2026 Title VI Program with subsequent submission to the FTA.

THEREFORE BE IT RESOLVED THAT:

1. That the Tazewell County Board hereby authorizes and adopts the Title VI Program.
2. That the Tazewell County Board Chairman, or his designee, is hereby authorized to administer to provide such information as may be required to submit the Title VI Program for the FTA.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Finance Department, Human Resources Department, Tazewell County PCOM, WeCare, Inc., and the Auditor of this action.

PASSED THIS 26th OF JULY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

TAZEWELL COUNTY TITLE VI PROGRAM

Purpose Introduction:

Tazewell County is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or subjected to discrimination in the receipt of any of Tazewell County services on the basis of race, color, or national origin. The contents of this program have been prepared in accordance with Section 601 of Title VI of the Civil Rights Act of 1964 and Executive Order 13116.

Tazewell County is committed to a workplace complaint to Title VI of the Civil Rights Act of 1964.

Under the Civil Rights Act of 1964, and as a recipient of federal funding under the programs of the Federal Transit Administration (FTA) and the US Department of Transportation, Tazewell County has an obligation to ensure that:

- A program is in place for correcting any discrimination, whether intentional or unintentional;
- The benefits of services that are provided within the County are shared equitably throughout the county;
- No one is precluded from participating in Tazewell County's service planning and development process;
- The level and quality of services are sufficient to provide equal access to all riders in its service area;
- Decisions regarding service changes or facility locations are made without regard to race, color, or national origin.

Definitions:

Tazewell County recognizes that the definitions in Chapter 53 of title 49, United States Code, and in 49 CFR part 21 apply to FTA Circular 4702.1 B. Tazewell County uses the following definitions:

Discrimination refers to any action or inaction, whether intentional or unintentional, in any program or activity of a federal aid recipient, sub-recipient, or contractor that results in disparate treatment, disparate impact, or perpetuating the effects of prior discrimination based on race, color, or national origin.

Limited English Proficiency (LEP) Person refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.

Low-Income Person means a person whose median household income is at or below the U.S. Department of Health and Human Services poverty guidelines.

Minority Person includes the following:

1. American Indian and Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
2. Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
3. Black or African American, which refers to people having origins in any of the Black racial groups of Africa.
4. Hispanic or Latino, which includes persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
5. Native Hawaiian or Other Pacific Islander, which refers to people having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

General Requirements:

- Tazewell County Board Resolution Approval
- Notifying Beneficiaries of Their Rights under Title VI
- Title VI Complaint Procedure
- Title VI Complaint Form
- Record of Title VI Investigations Complaints and Lawsuits
- Inclusive Public Participation
- Provide Meaningful Access to LEP Persons
- Demographic Data
- Minority Representation on Planning and Advisory Bodies
- System-Wide Service Standards and Policies
- Monitoring Procedures and Efforts



STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

TAZEWELL COUNTY BOARD
July 26, 2023

RESOLUTION _____
Tazewell County Title VI Program

WHEREAS, Title VI of the Civil Rights Act of 1964, as amended, requires that “no person in the United States shall, on the grounds of race, color, or nation origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance;” and

WHEREAS, Tazewell County contracts with TCRC dba We Care, Inc. to provide transportation services for the residents of Tazewell County; and

WHEREAS, TCRC dba We Care, Inc. is funded through Federal Funds; and

WHEREAS, the FTA requires recipients and sub-recipients of federal public transportation funds to submit, every three years, at Title VI program update as a condition of receipt of FTA financial assistance; and

WHEREAS, it is the intent of Tazewell County to adopt the 2023 to 2026 Title VI Program with subsequent submission to the FTA.

NOW THEREFORE BE IT RESOLVED THAT:

1. That the Tazewell County Board hereby authorizes and adopts the Title VI Program.
2. That the Tazewell County Chairman, or his designee, is hereby authorized to administer to provide such information as may be required to submit the Title VI Program to the FTA.

ADOPTED by a majority vote of all the members of the Tazewell County Board this 26th day of July, A. D. 2023.

ATTEST:

John Ackerman
Clerk of the Tazewell County Board

David Zimmerman
Chairman of Tazewell County Board

Notifying Beneficiaries of Their Rights under Title VI:

To make Tazewell County residents aware of its commitment to Title VI compliance, and of their right to file a complaint, Tazewell County has presented the following language on its website (www.tazewell-il.gov).

The following is the Tazewell County Title VI Notice:

Notifying the Public of Rights under Title VI

- Tazewell County operates without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes he or she has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Tazewell County.
- For more information on Tazewell County's procedures to file a complaint, contact Tazewell County Human Resource (HR) Department (309) 478-5813; fax (309) 478-5614 or email the office at: hr@tazewell-il.gov.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
- If information is needed in another language, contact the Tazewell County HR department at (309) 478-5813.

Title VI Complaint Procedure:

Title VI of the Civil Rights Act of 1964 as amended prohibits discrimination on the basis of race, color and national origin for programs and activities receiving federal financial assistance. As a recipient of federal financial assistance, Tazewell County has in place the following complaint procedure.

1. Any person who believes that he or she, or any specific class of persons, has been subjected to discrimination or retaliation by Tazewell County's administration of federally funded programs, as prohibited by Title VI of the Civil Rights Act of 1964, as amended, and related statutes, may file a written complaint. Tazewell County investigates complaints received no more than 180 days after the alleged incident.

Written complaints shall be sent to:

Tazewell County HR, 11 S. 4th St., Suite 114, Pekin, IL 61554

2. Verbal and non-written complaints received by Tazewell County shall be resolved informally by the Tazewell County HR Department. If the issue has not been satisfactorily resolved through informal means, or if at any time the complainant requests

to file a formal written complaint, the Complainant shall be permitted to do so, and the complaint shall follow the process for written complaints.

3. Within thirty (30) calendar days of receipt of the complaint(s), the Tazewell County HR Department will acknowledge receipt of the complaint(s), inform the complainant of proposed action to process the complaint(s), and advise the complainant of other avenues.
4. Within one-hundred twenty (120) calendar days of receipt of the complaint(s), the HR Department will conduct and complete a full investigation of the complaint(s) and, based on the information obtained, will render a recommendation for action in a report of findings to the Board. A resolution with no actions will be recommended if the complaint is found not valid or questionable.
5. Within thirty days (30) calendar days of the completion of the full investigation (one hundred fifty (150) calendar days since the original receipt of the complaint(s)), the HR Department will notify the complainant in writing of the final decision reached. The notification will advise the complainant of his or her right to submit a request for reconsideration within thirty (30) calendar days from the date of the notice of disposition is issued. Appeals will be reviewed within thirty (30) calendar days from the dated request for reconsideration.
7. The Tazewell County HR Department will maintain a log of all verbal and non-written complaints received. The log will include the following information:
 - Name of complainant
 - Name of respondent
 - Basis of complaint
 - Date complaint received
 - Explanation of the actions taken or proposed to resolve the issue raised in the complaint
8. A person may also file a complaint directly with the Federal Transit Administration at:
Office of Civil Rights
Attention: Title VI Program Coordinator
East Building 5th Floor-TCR
1200 New Jersey Avenue SE
Washington, DC, 20590

The County Board will conduct a review of all Title VI complaints received. Corrective actions taken at the time of each resolution will be reviewed in these quarterly sessions.

SECTION I

Name:

Address:

Telephone: () -

Accessible Format requirements? (circle) Large Print TDD Audio Other

SECTION II

Are you filing the complaint on your own behalf? Yes_____ No_____
If yes, go to SECTION III.

Name & relationship of the person for whom you are filing the complaint:

Please explain why you have filed for a third party:

You do___or do not___ have permission from the aggrieved third party to file complaint.

SECTION III

I believe the discrimination I experienced was based on (check all that apply):

_____Race _____Color _____National Origin _____Disability

Date of alleged discrimination (Month, Day, Year):_____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use back of this form.

SECTION IV

Have you previously filed a complaint with the County Yes No

SECTION V

Have you filed this complaint with any other Federal, State or local agency, or with any Federal or State Court? Yes No

If yes, check all that apply:

Federal Agency: _____

Federal Court: _____

State Court: _____

State Agency: _____

Local Agency: _____

Please provide information about a contact person at the agency/court where complaint was filed:

Name:

Title:

Agency/Court

Telephone

SECTION VI

Printed name:

Signature:

Date:

Form must be signed and dated

Include additional information here (or attach addition sheet as needed, indicate below)

Check if additional sheet is attached

*******For Office Use Only*******

Received by:

Date:

Please submit this form in person or by mail to: Tazewell County HR Department, 11 S. 4th St., Suite 114, Pekin, IL 61554

Record of Title VI Investigations Complaints and Lawsuits:

All FTA recipients are required to prepare and maintain a list of any complaints alleging discrimination on the basis of race, color, or national origin. Tazewell County has not had any Title VI investigations, complaints, or lawsuits.

Inclusive Public Participation:

The Tazewell County Board meets monthly, with all meetings open to the public. A time is allotted for the public to comment on any issue at each meeting. The Tazewell County Board Secretary maintains a list of persons and organizations that wish to receive information from the County. Information sent to those on the list include Board meeting agendas and minutes, appointments, resolutions/ordinances, monthly financial statements, monthly claims, budget documents, and quarterly reports along with any new business information. Persons and organizations can be added to the list at their request for no charge.

Tazewell County seeks to understand public comments/concerns by meeting to investigate ways to reduce or eliminate any negative impacts.

Persons and organizations are afforded an opportunity to provide input in several ways:

- By e-mail
 - By telephone
 - In writing
 - In person by coming into the Board Office at 11 S. 4th St., Pekin, IL (by appt.)
 - In person at Committee meetings
 - In person at public meetings conducted by the Tazewell County Board.
- Meetings are held in the Justice Center at 101 S. Capitol on the last Wednesday of each month at 6:00 P.M.

Tazewell County's public input process emphasizes two-way communication. The intention is not just to receive comments, but to be transparent in all government matters. In many cases several messages or a conversation takes place.

Provide Meaningful Access to LEP Persons Limited English Proficiency Plan (LEP)

The purpose of the Language Assistance Implementation plan (hereinafter "plan") is to meet Federal Transit Administration's (FTA's) requirements to comply with obligations of Executive Order 13166 and Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin, including limited English proficiency. As a sub-recipient of FTA funds, the County is pledged to take reasonable steps to provide meaningful access to its

citizens for person who do not speak English as their primary language and who limited ability to read, speak, write, or understand English. The FTA refers to these persons as Limited English Proficient (LEP) persons.

The U.S. DOJ's Federal Coordination and Compliance Section (FCS) publication Language Access Assessment Planning Tool for Federally Conducted and Federally Assisted Programs was used in the preparation of this plan.

This plan contains:

- A. A needs assessment based on the four-factor analysis
- B. Language assistance measures
- C. Staff training plan
- D. Methods for notifying LEP person about available language assistance
- E. Methods for monitoring, evaluating and updating plan

**Part I
Four Factor Analysis**

LEP guidance requires a four factor analysis to determine the level of assistance required to provide meaningful access. The assessment performed by the County is contained within this document.

**I.
The Number or Proportion of LEP Persons served or
encountered by the program or recipient.**

Utilizing available US Census Bureau data, Tazewell County was able to determine that of 125,847 persons within Tazewell County's service area, 2.7 % speak a language other than English at home. Of those speaking another language at home .07% reported as having a limited English proficiency. Persons of limited English proficiency, or LEP, indicated on the census that they speak English less than "very well".

Of the portion of respondents with a limited English proficiency, the following information is provided:

Language Spoken at Home	Total	%
Total Population - Service Area	125,847	
Language other than English	3,449	2.7
Speak English less than "very well"	828	.7
Spanish	1693	1.3
Speak English less than "very well"	499	.4

Other Indo-European languages	759	.6
Speak English less than "very well"	53	.1
Asian and Pacific Islander languages	878	.7
Speak English less than "very well"	250	.2
Other languages	119	.1
Speak English less than "very well"	6	.0

- (a) Information obtained from the U.S. Census Bureau (quickfacts)
- (b) Information obtained from 2010 American Community Survey Language Spoken at Home Information.

II.

The Frequency That People of Limited English Proficiency Come Into Contact With the Programs, Activities, and Services

Tazewell County has had no requests for translated materials or interpreters.

III.

The Importance of Tazewell County’s Programs, Activities, and Services to Persons of Limited English Proficiency

Tazewell County is a suburban and rural area operating as a county government. Its contact with LEP individuals is limited; however Tazewell County ensures that its LEP population groups are afforded the opportunity to participate in the services.

IV.

Resources Available to Customers and the Associated Costs

Although Tazewell County will provide translators upon request at no cost to the citizen, there have been no requests for translated materials or interpreters.

Conclusion

Based on the above four factors, Tazewell County will continue to monitor the LEP population and continue to rely on local community organizations for aid in language interpreting, while outlining additional steps to give meaningful access to persons of limited English proficiency. These steps are outlined in the next pages as part of the county’s Limited English Proficiency Plan.

Part II:
Tazewell County's Limited English Proficiency Plan
Identification of Limited English Persons and Notices

Tazewell County employees make every reasonable effort to accommodate all customers, regardless of the challenge. In order to ensure persons of limited English proficiency have meaningful access to services, employees should follow these few guidelines:

- a. Examine requests for language assistance from past meetings or events to anticipate future language service needs;
- b. At any future outreach meetings, an employee member will be at the door to greet any people entering the meeting and should also be tasked with identifying any persons of limited English proficiency;
- c. Maintain a tabulation of persons requiring language assistance, including individuals that provide their own interpreting service.

Language Assistance Measures

Tazewell County's following procedures are based on the relatively low need for language service and the limited resources that can be dedicated for this purpose.

1. Attempt to determine what language is required;
2. If the person can speak some English, try to discern their needs without the help of language service;
3. Oral Interpretation: Staff that are bi-lingual will attempt to communicate with LEP individuals in their native languages;
4. Oral Interpretation Telephone support will utilize services of a professional telephone interpretation service when needed;
5. For help with translating individual words, visit <https://www.babelfish.com/> for a free translator;
6. In limited instances where telephone interpretation services or bilingual staff are insufficient, Tazewell County will provide LEP individuals with the following community organizations for language services:

Western Community Center
600 N. Western Ave
Bloomington, IL 61701
(309) 829-4807

Language Line
866-874-3972

- If the above does not work, the citizen will be given a copy of the list of agencies so they can call for assistance;
- Should it be necessary, and all other options are exhausted, employees may use any other creative means of communicating with the person of limited English proficiency.

Training and Coordination

Tazewell County will provide training on LEP awareness and required assistance actions under the Language Assistance Plan for employees. This will include:

1. Employees be given an opportunity to review this Language Assistance Plan ("LAP");
2. Informing staff of their responsibilities related to LEP persons
3. Each department will be given a hardcopy of this plan to consult should the need arise;
4. Customer service employees will also be directed to keep a record of any language assistance requests.

Tazewell County will continue to update the LEP analysis and address staff with questions and issues related to LEP matters.

Outreach Techniques

Tazewell County has a low need for language service but will make every effort to service and assist the LEP population in communication efforts. Tazewell County will continue to monitor the LEP citizen and update our outreach efforts as well as future options should the need arise.

Monitoring and Updating the LEP Plan

This plan is meant to be a flexible guide and reference tool for employees. It should be updated when it becomes necessary, but minimally it should follow the Title VI Program's update schedule. This plan will be revisited once the Census 2020 data becomes available, as this will help identify any unmet needs.

Future revisions and updates to this plan will be based upon the following:

- LEP populations in the service area or population encountered;
- Frequency of encounters with LEP language groups;
- Availability of resources, including technological advances and sources of additional resources, and the costs imposed;
- Whether existing assistance is meeting the needs of LEP persons;
- Whether employees know and understand the LEP plan and how to implement it;
- Whether identified sources for assistance are still available and viable.

Minority Representation on Planning and Advisory Bodies:

The Tazewell County Board meets once a month on the last Wednesday of each month at 6:00 PM in the County Board room located at 101 S. Capitol, Pekin, IL. The demographics of the Tazewell County Board is 100% Caucasian. Any Tazewell County citizen may run for County Board.

System-Wide Service Standards and Policies: Introduction

Tazewell County only receives FTA funds by operating as a pass-through for FTA funds. Tazewell County has no restrictions and is fully compliant with FTA's requirements determined by the examination of grant management, program implementation, and audits.

The Service Standards and Policies are a planning and decision making guide, and not a rigid set of rules. It does not limit the discretion of the Board to approve, deny or modify any proposed or existing service. It may be necessary, from time to time, to revise as local, State, or Federal guidelines, regulations and circumstances may dictate.

Sub-recipient Assistance and Monitoring

Tazewell County receives Federal Grant Funds for a sub-recipient which offers transportation throughout Tazewell County. This sub-recipient offers rides to any and all Tazewell County citizens and the disabled, but is not a transit system. All rides are scheduled through the sub-recipient's office. Tazewell County ensures that this financial assistance is passed through to the sub-recipient in a non-discriminatory manner. The sub-recipient is required to provide the Program Compliance Oversight Manager (PCOM) reports on a monthly basis. These reports include number of citizens serviced, miles traveled, safety issues, financial information, complaints, investigations, accidents, driver evaluations, and compliance information. The PCOM attends monthly meetings of the sub-recipient and oversees the operations. The PCOM also oversees that the sub-recipient is in compliance with all DOT's Title VI regulations.

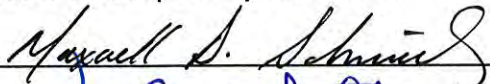
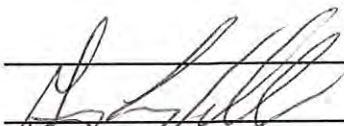

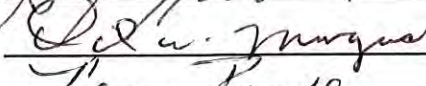
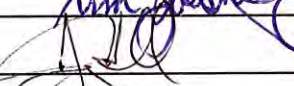
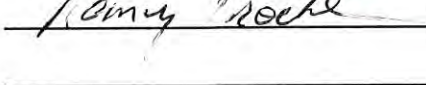

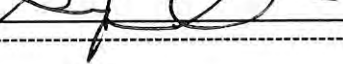
Conclusion

On an annual basis Tazewell County signs the FTA's Certifications and Assurances which stipulates that Tazewell County agrees to assure compliance by any sub-recipients, lessees, third party contractors, or any other participant involved in an FTA grant award with all Title VI requirements. Tazewell County will submit an updated Title VI Program to the regional FTA Civil Rights Officer every three years.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to authorize the 3rd quarterly payment for 2023 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, Resolution E-22-103 was approved in November 2022 approving an agreement with GPEDC for twelve months encompassing calendar year 2023; and

WHEREAS, Tazewell County agreed to pay the Greater Peoria Economic Development Council quarterly installments for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 3rd quarter investment for 2023.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council and the Auditor of this action.

PASSED THIS 26th DAY OF JULY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Invoice

401 NE Jefferson Ave.
Peoria IL 61603
Tel. (309) 495-5910

Date	Invoice #
7/1/2023	2023_08-03

Bill To
Tazewell County David Zimmerman 11 S. Fourth St., Suite 432 Pekin, IL 61554



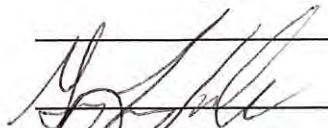

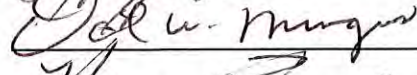

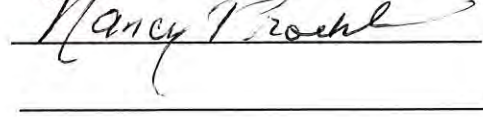

Due Date
8/31/2023

Description	Amount
2023 Investment - 3 of 4	18,750.00
Total	\$18,750.00

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County’s Executive Committee recommends to the County Board to approve the attached to Property Assessed Clean Energy Ordinance and include in the Tazewell County Code of Ordinances; and

WHEREAS, the Community Development Department shall administer the “Program” with the Approval of the “Authorized Officers”; and

WHEREAS, the Community Development Department shall collect the Government Unit Fees associated with the Program on behalf of the Government Unit; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Community Development Office, Illinois Finance Authority and American Legal Publishing of this action.

PASSED THIS 26th DAY OF JULY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

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, Tazewell County, a duly organized and validly existing County 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 refinancing 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 TAZEWELL COUNTY, 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 “Program Sponsor” or 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 refinancing 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 Chairman of the Board, County Administrator, Deputy County Administrator, 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 of Deeds of Tazewell 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.

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 Tazewell County Code or violation of any provision of the Tazewell County Code 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 Tazewell County Code.

This Ordinance shall become effective upon its passage and approval.

J. David Zimmerman, Chairman
Tazewell County Board

ATTEST:

John Ackerman, County Clerk

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

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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.

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

Tax Year (commencing January 1)	Interest	Principal	Assessment Installment (Sum of Principal and Interest)	Estimated Assessment Administrative Fees*	Total Estimated Annual Assessment Amount

*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 supercedes 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 _____, _____.

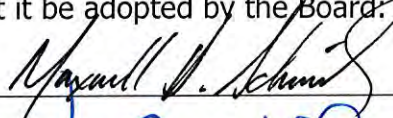




Notary Public

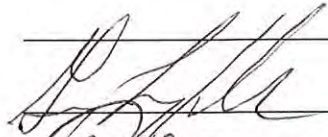
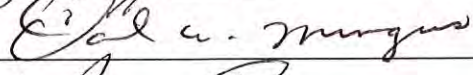

My Commission Expires: (SEAL)

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following Resolution and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached amendments to the Purchasing Policy in Chapter 31: County Policies of the County Code; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Finance Office, Auditor, and American Legal Publishing of this action.

PASSED THIS 26th DAY OF July, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

§ 31.06 SMALL PURCHASE PROCUREMENT.

The following procedures shall be adhered to for all purchases or contracts less than \$30,000.

(A) All purchases ~~or contracts for goods and services, including professional services,~~ in an amount of ~~\$10,000~~ \$20,000 or more, but less than \$30,000, shall require the department head to ~~submit~~ put forth reasonable effort to obtain ~~three written quotations to the appropriate standing committee, who shall then forward its recommendation for purchase authorization to the County Board for action. The auditor may issue a purchase order upon request of the department head, provided that sufficient monies have been appropriated by the Board.~~ Internal Control Officers will ~~submit~~ put forth reasonable effort to obtain three informal written quotations and provide them directly to the Auditor to have a purchase order issued, provided that sufficient monies have been appropriated by the County Board.

(B) All purchases ~~or contracts for goods and services, including professional services,~~ in an amount of ~~\$5,000~~ \$10,000 or more, but less than ~~\$10,000~~ \$20,000, shall require the department head to ~~submit three~~ put forth reasonable effort to obtain two informal, ~~written~~ quotations documented by the department head to the Board Chairperson, or in his or her absence the County Administrator for his or her approval. The Auditor may issue a purchase order upon request of the department head Board Chairperson, or in his or her absence the County Administrator, provided that sufficient monies have been appropriated by the County Board. Internal Control Officers ~~will submit~~ shall put forth reasonable effort to obtain two ~~three~~ informal ~~written~~ quotations and submit documentation directly to the Auditor to have a purchase order issued.

~~—(C) All purchases for goods and services, including professional services, in an amount in excess of \$3,500 but less than \$5,000 shall require the department head to submit two informal, written quotations to the Board Chairperson, or in his or her absence, the County Administrator for his or her approval. The Auditor may issue a purchase order upon the request of the Board Chairperson, or in his or her absence, the County Administrator provided that sufficient monies have been appropriated. Internal Control Officers will submit two informal written quotations directly to the Auditor to have a purchase order issued.~~

~~(DC)~~ All purchases or contracts for goods and services, including professional services, in the amount of ~~\$3,500~~ \$10,000 or less shall be made in a way that is in the best interest of the county on the authorization of the department head or designee provided that sufficient monies have been appropriated and a purchase order has been issued by the Auditor, or in the case of the Highway Department, by the County Engineer or designee. ~~Two informal, written quotations shall be submitted for amounts over \$1,000. Department heads shall provide to the Auditor a list of all employees designated to authorize purchases within their respective departments.~~

~~(ED)~~ Exceptions to comparative quotations are granted when at least one of the following conditions exist:

- (1) There is only one source for the required supply, service, or construction item;

(2) The required item is a dealer item, which may be purchased from multiple dealers, but at a fixed cost from dealer to dealer;

(3) It is a purchase of used equipment; or

(4) It is an emergency purchase.

(Prior Code, 1 TCC 2-6)

§ 31.06 SMALL PURCHASE PROCUREMENT.

The following procedures shall be adhered to for all purchases or contracts less than \$30,000.

(A) All purchases or contracts in an amount of \$20,000 or more, but less than \$30,000, shall require the department head to put forth reasonable effort to obtain three written quotations. The auditor may issue a purchase order upon request of the department head, provided that sufficient monies have been appropriated by the Board. Internal Control Officers will put forth reasonable effort to obtain three informal written quotations and provide them directly to the Auditor to have a purchase order issued, provided that sufficient monies have been appropriated by the County Board.

(B) All purchases or contracts in an amount of \$10,000 or more, but less than \$20,000, shall require the department head to put forth reasonable effort to obtain two informal quotations documented by the department head. The Auditor may issue a purchase order upon request of the department head, provided that sufficient monies have been appropriated by the County Board. Internal Control Officers shall put forth reasonable effort to obtain two informal quotations and submit documentation directly to the Auditor to have a purchase order issued.

(C) All purchases or contracts in the amount of \$10,000 or less shall be made in a way that is in the best interest of the county on the authorization of the department head or designee provided that sufficient monies have been appropriated and a purchase order has been issued by the Auditor, or in the case of the Highway Department, by the County Engineer or designee.

(D) Exceptions to comparative quotations are granted when at least one of the following conditions exist:

- (1) There is only one source for the required supply, service, or construction item;
- (2) The required item is a dealer item, which may be purchased from multiple dealers, but at a fixed cost from dealer to dealer;
- (3) It is a purchase of used equipment; or
- (4) It is an emergency purchase.

(Prior Code, 1 TCC 2-6)

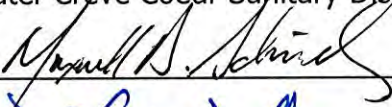

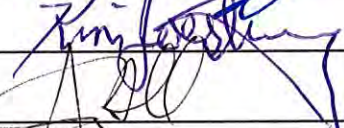
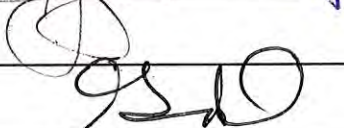
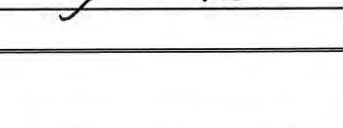
APPOINTMENT

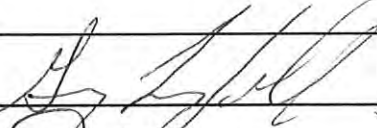
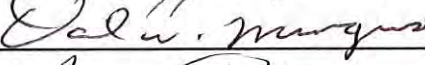
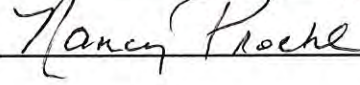
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Kimberly Sevearns, Creve Coeur, IL 61610 to the Greater Creve Coeur Sanitary District for a term commencing August 01, 2023 and expiring April 30, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Kimberly Sevearns to the Greater Creve Coeur Sanitary District and we recommend said appointment be approved.

	_____
	_____
	_____
	_____
	_____
_____	_____
_____	_____

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Kimberly Sevearns to the Greater Creve Coeur Sanitary District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Caitlin Paluska of this action.

PASSED THIS 26th DAY OF JULY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

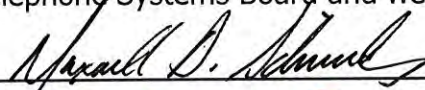




APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint David Catton, of the East Peoria Police Department, 201 W. Washington, East Peoria, IL to the Emergency Telephone Systems Board for a term commencing August 01, 2023 and expiring November 30, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of David Catton to the Emergency Telephone Systems Board and we recommend said appointment be approved.

	_____
	_____
	_____
	_____
	_____

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of David Catton to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 26th DAY OF JULY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

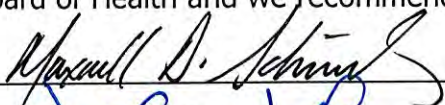
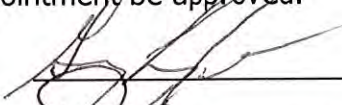

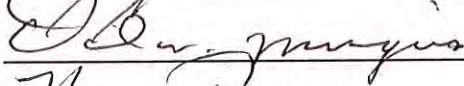

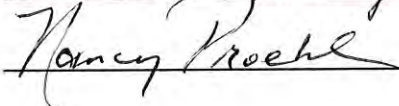
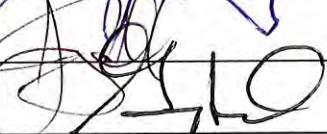
APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Amy Grugan, 105 Fawn Court, Washington, IL 61571 to the Tazewell County Board of Health for a term commencing July 01, 2023 and expiring June 30, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Amy Grugan to the Tazewell County Board of Health and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Amy Grugan to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 26th DAY OF JULY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

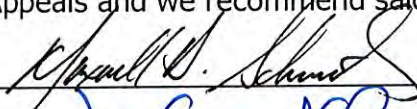
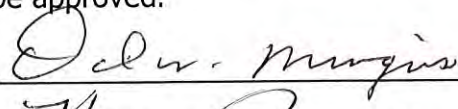



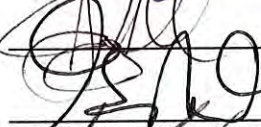
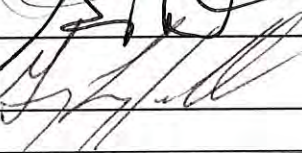
APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Samuel Miller, 26102 Schuck Rd, Washington, IL to the Zoning Board of Appeals for a term commencing August 1, 2023 and expiring November 30, 2023.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Samuel Miller to the Zoning Board of Appeals and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Samuel Miller to the Zoning Board of Appeals.

The County Clerk shall notify the County Board Office and Community Development of this action.

PASSED THIS 26th DAY of JULY, 2023.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Tazewell County Board Calendar of Meetings August 2023

Zoning Board of Appeals Duane Lessen, Chair	Tuesday, August 1 5:30pm – JCCR	Crawford, M. Goddard, Hall, Joesting, Krehbiel, Nelms, Sinn, Smith
Land Use Kim Joesting, Chair	Tuesday, August 8 5:00pm – Jury Room	Crawford, M. Goddard, Hall, Krehbiel, Nelms, Sinn, Smith
Health Services Jay Hall, Chair	Thursday, August 10 5:30pm – TCHD	S. Goddard, Hagaman, Longfellow, Paget, Sinn, Smith
Rules Bill Atkins, Chair	Monday, August 14 4:00 p.m. – Jury Room	Crawford, Harris, Proehl, Smith
Insurance Review David Zimmerman, Chair	No meeting scheduled	S. Goddard, Mingus, Rich-Stimson
Heritage Lake Mike Deluhery, Chair	Tuesday, August 15 8:00 a.m. – 2 nd Floor (McKenzie)	G. Menold
Transportation Greg Menold, Chair	Tuesday, August 22 1:30pm - Tremont	Crawford, Deppert, Hall, Harris, Paget, Proehl, Nelms
Property Greg Longfellow, Chair	Tuesday, August 22 3:30pm – JCCR	Atkins, M. Goddard, Graff, Hagaman, Joesting, Mingus, Rich-Stimson, Schneider
Finance Nick Graff, Chair	Tuesday, August 22 following Property – JCCR	Atkins, Deppert, S. Goddard, Harris, Krehbiel, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Human Resources Tammy Rich-Stimson, Chair	Tuesday, August 22 following Finance – JCCR	Atkins, Deppert, S. Goddard, Graff, Harris, Krehbiel, Longfellow, Menold, Mingus, Proehl, Schneider
Risk Management	Wednesday, August 23 4:00 pm – Jury Room	Atkins, Graff, Hall, Harris, Joesting, David Zimmerman, Chair Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Executive David Zimmerman, Chair	Wednesday, August 23 following Risk Management	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Board of Health	Monday, August 28 6:30pm - TCHD	Hall
County Board	Wednesday, August 30 6:00 pm – JCCR	All County Board Members