

**CHAMPAIGN COUNTY BOARD**  
**COMMITTEE OF THE WHOLE**  
*Finance/ Policy, Personnel, & Appointments/Justice & Social Services Agenda*  
County of Champaign, Urbana, Illinois  
Tuesday, January 14, 2019 – 6:30 p.m.

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Lyle Shields Meeting Room, Brookens Administrative Center,  
1776 East Washington Street, Urbana, Illinois

<b><u>Agenda Items</u></b>	<b><u>Page #</u></b>
<b>I. <u>Call to Order</u></b>	
<b>II. <u>Roll Call</u></b>	
<b>III. <u>Approval of Agenda/Addenda</u></b>	
<b>IV. <u>Approval of Minutes</u></b>	
A. December 12, 2019	1-5
<b>V. <u>Public Participation</u></b>	
<b>VI. <u>Communications</u></b>	
<b>VII. <u>Policy, Personnel, &amp; Appointments</u></b>	
A. County Executive	
1. Monthly HR Report – December 2019	6-8
2. Recommendation to the Finance Committee for approval of the creation of a new position titled Structural Engineer and classification of the new position in Grade Range L	9-13
3. Appointments/Reappointments (persons to be appointed distributed at the meeting)	14-16
a. List of appointments expiring in 2020 (information only)	
b. Penfield Public Water District	
Applicant:	
• Carl Withers	17
B. County Clerk	
1. December 2019 Report	18
2. Semi-Annual Report July-December 2019	19
3. Resolution approving change of hours for the Champaign County Clerk's Office	20
4. Resolution authorizing general primary election judge numbers	21-22
C. <u>Other Business</u>	
1. Resignation of County Treasurer (information only)	

D. Chair's Report

1. Vacancies appointed by County Executive (information only)
  - a. Community Action Board – expiring March 31, 2020
  - b. Lincoln Legacy Committee – expiring February 29, 2020
  - c. Zoning Board of Appeals (*Urbana, Champaign, South Homer, Scott, Newcomb and Rantoul Townships already represented*) – 1 vacancy
  - d. Senior Services Advisory Board – 8 vacancies
  - e. Bailey Memorial Cemetery – 1 vacancy
  - f. Clements Memorial Cemetery – 2 vacancies
  - g. Locust Grove Cemetery – 1 vacancy
  - h. Stearns Cemetery – 3 vacancies
  - i. Pesotum Fire Protection – 1 vacancy
  - j. Dewey Community Public Water District – 1 vacancy
  - k. Board of Review – 1 vacancy (*Democrat*)
  - l. Drainage Districts – 1 vacancy each
    - Willow Branch
    - Harwood & Kerr
    - Lower Big Slough
    - Nelson-Moore-Fairfield
    - Salt Fork
    - Somer #1
    - Union D.D. of Stanton & Ogden Township
    - West Branch
    - #2 Town of Scott

E. Designation of Items to be Placed on the Consent Agenda

VIII. Justice and Social Services

- A. Monthly Reports – All reports are available on each department's webpage through the department reports page at: <http://www.co.champaign.il.us/CountyBoard/Reports.php>
- Probation & Court Services – November 2019
  - Public Defender – November & December 2019
  - Emergency Management Agency – November & December 2019
  - Veteran's Assistance Commission – 2019 Annual Report

- B. Rosecrance Re-Entry Financial Report - October 2019 (information only)

23

C. Other Business

D. Chair's Report

E. Designation of Items to be Placed on the Consent Agenda

IX. Finance

A. Budget Amendments/Transfers

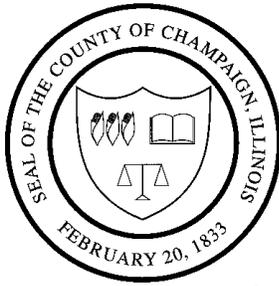
1. Budget Amendment 19-00065 24

Fund 080 General Corporate / Dept 036 Public Defender  
Increased appropriations: \$8,888  
Increased revenue: \$1,608  
Reason: 080-036-511.02 the State's COLA increase effective 7/2019 created an annual salary increase of \$3,216 (\$1,608 needed for July-Dec) 080-036-511.03  
Increase is needed due to vacation payouts.

2. Budget Amendment 19-00067 25-26  
Fund 080 General Corporate/ Dept 020 Auditor  
Increased appropriations: \$28,348  
Increased revenue: \$0  
Reason: Long term employee retired and compensation was required for her accumulated benefit time. There was also a training overlap of her retirement with the new employee. Please see attached memo for full explanation.
3. Budget Amendment 19-00068 27-28  
Fund 080 General Corporate / Dept 041 States Attorney  
Increased appropriations: \$8,000  
Increased revenue: \$0  
Reason: An increase in spending authority to pay for expert witnesses. See attached memo.
4. Budget Amendment 20-00004 29-30  
Fund 080 General Corporate / Dept 012 Tornado Sirens  
Increased appropriations: \$3,440  
Increased revenue: \$0  
Reason: Upgrades were not completed in FY2019 as originally planned. Remaining work will be done in FY2020. Revenue reimbursement has been received and was posted to FY2019; however, appropriation for FY2020 is required to pay for the remaining work to be completed.
5. Budget Amendment 19-00069 31  
Fund 080 General Corporate / Dept 026 County Treasurer  
Increased appropriations: \$13,485  
Increased revenue: \$0  
Reason: Hired temporary staff to fill in for the Chief Deputy Treasurer
6. Budget Amendment 19-00070 32  
Fund 619 Tax Sale Automation Fund / Dept 026 County Treasurer  
Increased appropriations: \$11,811  
Increased revenue: \$0  
Reason: Hired experienced temporary staff to assist with property tax billing and collections
7. Budget Amendment 19-00062 33-36  
Fund 080 General Corporate / Dept 031 Circuit Court  
Increased appropriations: \$31,100  
Increased revenue: \$0  
Reason: Amendment needed to cover unexpected expenditures. See attached memo.
8. Budget Amendment 19-00064 37  
Fund 092 Law Library / Dept 074 Law Library  
Increased appropriations: \$5,000  
Increased revenue: \$0  
Reason: Requesting a transfer of funds from fund balance to cover invoices.
9. Budget Transfer 19-00015 38  
Fund 093 Foreclosure Mediation Fnd / Dept 031 Circuit Court  
Total amount: \$989  
Reason: Transferring funds due to the closing of more cases than originally anticipated.

10. Budget Transfer 19-00014	39-40
Fund 083 County Highway / Dept 060 Highway	
Total amount: \$47,500	
Reason: Transfer needed for additional fuel expense for hauling material for FY20.	
Additional funds needed for equipment maintenance.	
B. Auditor	
1. Monthly Report – November 2019 – Reports are available on the Auditor’s webpage at: <a href="http://www.co.champaign.il.us/auditor/countyboardreports.php">http://www.co.champaign.il.us/auditor/countyboardreports.php</a>	
C. County Executive	
1. County Financial Update (information only)	41-42
2. Highway Department Structural Engineer Position	
a. Approval of the creation of a new position titled Structural Engineer and classification of the new position in grade range L	43-47
b. Budget Amendment 20-00001	48
Fund 085 County Motor Fuel Tax / Dep 060 Highway	
Increased appropriations: \$90,000	
Increased revenue: \$0	
Reason: Increase in engineering expense for Structural Engineer position.	
Classified in grade range L - 2020 wage range of \$70,033.60 to \$105,060.80	
c. Budget Amendment 20-00002	49
Fund 083 County Highway / Dept 060 Highway	
Increased appropriations: \$90,000	
Increased revenue: \$90,000	
Reason: Increase for creation of Structural Engineer position classified in grade range L (2020 wage range of \$70,033.60 to \$105,060.80)	
3. Douglas County Enterprise Zone Participation Proposal	50-70
a. Ordinance establishing the enterprise zone	71-94
b. Intergovernmental Agreement between all Douglas County Enterprise Zone Designating Units of Government	95-122
4. Establish a Property Assessed Clean Energy (PACE) Program in the County of Champaign, designating a PACE area, providing for property assessments and approving related matters (information only)	123-185
D. <u>Other Business</u>	
E. <u>Chair’s Report</u>	
F. <u>Designation of Items to be Placed on the Consent Agenda</u>	
<b>X. <u>Other Business</u></b>	
<b>XI. <u>Adjournment</u></b>	

**All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue. Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact the Office of the County Executive, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.**



**CHAMPAIGN COUNTY BOARD**  
**COMMITTEE OF THE WHOLE**  
*Finance/ Policy, Personnel, & Appointments/Justice & Social Services*  
County of Champaign, Urbana, Illinois  
Tuesday, December 10, 2019 – 6:30 p.m.

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Lyle Shields Meeting Room, Brookens Administrative Center,  
1776 East Washington Street, Urbana, Illinois

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**MINUTES - Subject to Approval**

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**Members Present:** Brad Clemmons, John Clifford, Lorraine Cowart, Connie Dillard-Myers, Jodi Eisenmann, Aaron Esry, Stephanie Fortado, Jim Goss, Stan Harper, Mike Ingram, Jim McGuire, Kyle Patterson, Jon Rector, Chris Stohr, Steve Summers, Leah Taylor, Eric Thorsland, James Tinsley, Jodi Wolken, Charles Young, Giraldo Rosales

**Members Absent:** Jodi Eisenmann

**Others Present:** Darlene Kloepfel (County Executive), Tami Ogden (Deputy Director of Finance), Isak Griffiths (Deputy Director of Administration), Megan Robison (Recording Secretary), Jeff Blue (County Engineer), George Danos (Auditor), Laurel Prussing (Treasurer), Jayne DeLuce (Visit Champaign County), Rob Kowalski (Visit Champaign County)

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**I. Call to Order**

Chair Rosales called the meeting to order at 6:32 p.m.

**II. Roll Call**

A verbal roll call was taken, and a quorum was declared present.

**III. Approval of Agenda/Addenda**

**MOTION** by Ms. Cowart to approve the agenda; seconded by Mr. Esry. Discussion followed. Upon vote, the **MOTION CARRIED** unanimously.

**IV. Approval of Minutes**

A. November 12, 2019

**MOTION** by Mr. Harper to approve the minutes of November 12, 2019, with corrections; seconded by Mr. Goss. Upon vote, the **MOTION CARRIED** unanimously.

**V. Public Participation**

None

**VI. Communications**

A. Presentation from Jayne DeLuce, President – Visit Champaign County

Ms. DeLuce presented information about Visit Champaign County and the events that they will be holding. Discussion followed.

54 B. Letter from Joseph Lamb, President – Champaign Asphalt Company

55  
56 Mr. Blue was asked for his opinion on the information presented in the letter and discussion  
57 followed in regard to why District 5 is receiving such a low percentage increase and what could  
58 be done for future State level budgeting.

59  
60 Mr. Summers left the meeting at 7:09 p.m.

61  
62 Mr. Young left the meeting at 7:10 p.m.

63  
64 **VII. Finance**

65 A. Budget Amendments/Transfers

66 1. Budget Amendment 19-00058

67 Fund 621 Sts Atty Drug Forfeitures / Dept 041 States Attorney

68 Increased appropriations: \$6,000

69 Increased revenue: \$0

70 Reason: Increase in appropriations for educational material and conference registration &  
71 travel. Increase will come from fund balance.

72  
73 **MOTION** by Ms. Fortado to recommend County Board approval of a resolution authorizing  
74 budget amendment 19-00058; seconded by Mr. Clifford. Upon vote, the **MOTION CARRIED**  
75 unanimously.

76  
77 2. Budget Amendment 19-00061

78 Fund 080 General Corporate / Dept 071 Public Properties

79 Increased appropriations: \$865,000

80 Increased revenue: \$865,000

81 Reason: B/A to record revenue and expenditure for the Series 2019 Refunding Bonds  
82 (formerly 2010A), issued November 27, 2019

83  
84 **MOTION** by Mr. Esry to recommend County Board approval of a resolution authorizing budget  
85 amendment 19-00061; seconded by Mr. Stohr. Upon vote, the **MOTION CARRIED**  
86 unanimously.

87  
88 B. Auditor

89 1. Monthly Report – October 2019 – Reports are available on the Auditor’s webpage at:

90 <http://www.co.champaign.il.us/auditor/countyboardreports.php>

91  
92 Received and placed on file

93  
94 C. Sheriff

95 1. Emergency Management Assistance (EMA) grant

96  
97 **MOTION** by Mr. Harper to recommend County Board approval of a resolution approving the  
98 application and, if awarded, acceptance of the Illinois Emergency Agency Assistance Grant;  
99 seconded by Mr. Thorsland. Discussion about the new length of the grant followed. Upon vote,  
100 the **MOTION CARRIED** unanimously.

101  
102 D. County Executive

103 1. Update on Status of the County’s Finances

104 Ms. Wolken asked why a CPA was hired and why employees in the Treasurer’s office were not  
105 able to reconcile bank accounts. Ms. Kloeppe gave details of the hired CPA and referred the  
106 question to the Treasurer. Ms. Prussing explained that her Chief Deputy has been out of the  
107 office, causing work to fall behind.

108  
109 E. Other Business  
110 None

111  
112 F. Chair’s Report  
113

114 Mr. Goss read a letter about the frustrations that the Finance Committee, County Board and  
115 County Departments have faced this year due to the backlog of work from the Treasurers Office.

116  
117 G. Designation of Items to be Placed on the Consent Agenda

118  
119 VII. A. 1, 2 C. 1

120  
121 **VIII. Justice and Social Services**

122 A. Monthly Reports – All reports are available on each department’s webpage through the  
123 department reports page at: <http://www.co.champaign.il.us/CountyBoard/Reports.php>

- 124
  - Probation & Court Services – October 2019
  - Public Defender – October 2019

125  
126  
127 Received and placed on file

128  
129 B. Rosecrance Re-Entry Financial Report - October 2019 (Information Only)

130  
131 Received and placed on file

132  
133 C. Sheriff  
134 1. Intergovernmental agreement for body camera purchase

135  
136 **MOTION** by Mr. Ingram to recommend County Board approval of a resolution approving an  
137 Intergovernmental Cooperative Purchasing Agreement; seconded by Mr. Tinsley. Upon vote, the  
138 **MOTION CARRIED** unanimously.

139  
140 D. Other Business

141  
142 The designation of items to be placed on the consent agenda was missing from this section of the  
143 agenda. The Board Members agreed that item VIII. C. 1 should go to the consent agenda

144  
145 Mr. McGuire inquired about future Committee Agenda Review Meetings. This will be resuming  
146 in the beginning of 2020.

147  
148 Discussion regarding some recent talks about a triage center that works in conjunction with the  
149 hospitals and local police departments.

150  
151 E. Chair’s Report  
152 None

153

154 **IX. Policy, Personnel, & Appointments**

155 A. County Executive

156 1. Monthly HR Report – November 2019

157  
158 Received and placed on file

159  
160 2. Request to forward proposed job description for a Structural Engineer to the Job  
161 Evaluation Committee

162  
163 **MOTION** by Mr. Clemmons to forward the Structural Engineer job description on to the Job  
164 Evaluation Committee; seconded by Mr. Clifford. Discussion about the benefit of this position to  
165 the County and where the salary will come from. Upon vote, the **MOTION CARRIED**  
166 unanimously.

167  
168 3. Appointments/Reappointments (persons to be appointed distributed at the meeting)

169  
170 Applicants (*italicized name indicates incumbent*):

171 a. Senior Services Advisory Board – 9 positions, term 12/1/2019-11/30/2022

- 172 • *Cindy Bell*

173  
174 **MOTION** by Mr. Clemmons to recommend County Board approval of a resolution appointing  
175 Cindy Bell to the Senior Services Advisory Board; seconded by Mr. Goss. Upon vote, the  
176 **MOTION CARRIED** unanimously.

177  
178 b. Bill Huss Cemetery Association – 1 position, term 12/19/2019-6/30/2022

- 179 • Brandon Hastings

180  
181 **MOTION** by Mr. Esry to recommend County Board approval of a resolution appointing Brandon  
182 Hastings to the Bill Huss Cemetery Association; seconded by Mr. Harper. Upon vote, the  
183 **MOTION CARRIED** unanimously.

184  
185 c. Mental Health Board – 1 unexpired position, term 12/19/2019-12/31/2022 and 2  
186 positions, term 1/1/2020-12/31/2023

- 187 • *Elaine Palencia*  
188 • Kathleen Wirth-Couch  
189 • Tom Seals  
190 • Jon Youakim  
191 • Heather Hintz  
192 • Georgiana Schuster

193  
194 **MOTION** by Mr. Ingram to recommend County Board approval of a resolution appointing  
195 Elaine Palencia, Kathleen Wirth-Couch and Jon Youakim to the Mental Health Board; seconded  
196 by Mr. Stohr. Upon vote, the **MOTION CARRIED** unanimously.

197  
198 d. Developmental Disabilities Board – 1 unexpired position, term 12/19/2019-  
199 06/30/2021

- 200 • Georgiana Schuster  
201

202           **MOTION** by Mr. Ingram to recommend County Board approval of a resolution appointing  
203           Georgiana Schuster to the Developmental Disabilities Board; seconded by Mr. Patterson. Upon  
204           vote, the **MOTION CARRIED** unanimously.

- 205  
206           e.   Champaign-Urbana Mass Transit District Board – 1 position (D), term 1/1/2020-  
207           12/31/2024
- 208           •   *Matthew Cho*
  - 209           •   Rusty Clark
  - 210           •   Tomas Delgado
- 211

212           **MOTION** by Mr. Patterson to recommend County Board approval of a resolution appointing  
213           Tomas Delgado to the Champaign-Urbana Mass Transit District Board; seconded by Ms. Taylor.  
214           Upon vote, the **MOTION CARRIED** unanimously.

- 215  
216           f.   East Central Land Bank Authority – 3 positions – term 12/19/2019-11/30/2022

217  
218           **MOTION** by Mr. Harper to recommend County Board approval of a resolution appointing  
219           Darlene Kloepfel, Aaron Esry and John Hall to the East Central Land Bank Authority; seconded  
220           by Mr. Ingram. Upon vote, the **MOTION CARRIED** unanimously.

- 221  
222           B.   County Clerk
- 223           1.   November 2019 Report

224  
225           Received and placed on file

- 226  
227           C.   Other Business
- 228           None

- 229  
230           D.   Chair's Report
- 231           1.   Vacancies appointed by County Executive (information only)

232  
233           All current vacancies were mentioned

- 234  
235           E.   Designation of Items to be Placed on the Consent Agenda

- 236  
237           IX. A. 2, 3 a, b, c, d, e, f

238  
239           X.   Other Business

240  
241           Mr. Ingram mentioned the topic of conversation coming from the Champaign School Board  
242           Meetings.

243  
244           XI.  Adjournment

245  
246           Chair Rosales adjourned the meeting at 7:48 p.m.

247  
248



# OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

1776 East Washington Street, Urbana, Illinois 61802-4581

ADMINISTRATIVE, BUDGETING, PURCHASING &  
HUMAN RESOURCE MANAGEMENT SERVICES

**Darlene A. Kloeppel, County Executive**

## MONTHLY HR REPORT DECEMBER 2019

### VACANT POSITIONS LISTING

*** Highlighted vacancies were new this month					HOURLY	REG	REGULAR	FY 2019	FY 2019
FUND	DEPT	EMPLOYEE NAME	JOB TITLE		RATE	HRS	SALARY	HRS	SALARY
80	28	VACANT 12/31/19 (Simmering)	BUSINESS APPLICATIONS		43.81	1950	85,429.50	1957.5	50,523.08
80	30	VACANT 8/12/19 (Jones)	Account Clerk		17.03	1950	33,208.50	1957.5	33,336.23
80	30	VACANT 10/21/19 (Ward)	Legal Clerk		14.11	1950	27,514.50	1957.5	27,620.33
80	30	VACANT 11/22/19 (Harding)	LEGAL CLERK		14.11	1950	27,514.50	1957.5	50,523.08
80	30	VACANT 10/19/18 (Castlebury)	Trainer/Application Admin		17.67	1950	34,456.50	1957.5	34,589.03
80	36	VACANT 11/22/19 (Hopkins)	Assistant Public Defender		25.81	1950	50,329.50	1957.5	50,523.08
80	40	VACANT (New Position)	Data Analyst		15.96	1950	31,122.00	1957.5	31,241.70
80	41	VACANT 2/8/19 (Ziegler)	First Assistant State's Attorney		56.12	1566	87,883.92	1566.0	87,883.92
80	140	VACANT 10/31/16 (Syme)	Clerk		14.11	1950	27,514.50	1957.5	27,620.33
80	140	VACANT 11/30/19 (McComas)	Correctional Officer		20.01	2080	41,620.80	2088.0	41,780.88
80	140	VACANT 7/19/2019 (Lewis)	Court Security Officer		21.89	2080	45,531.20	2088.0	45,706.32
83	60	VACANT 2/4/19 (Kaiser)	Highway Maintenance		26.62	2080	55,369.60	2088.0	55,582.56
91	247	VACANT 9/18/19 (Fones)	Animal Control Warden		15.57	2080	32,385.60	2088.0	32,510.16
91	248	VACANT 11/9/19 (Cantu)	Kennel Worker		14.82	2080	30,825.60	2088.0	30,944.16
614	23	VACANT 12/16/19 (Dukes-Adams)	CLERK		14.83	1950	28,918.50	1957.5	50,523.08
614	23	VACANT 4/25 (Judth)	Clerk		16.12	1040	16,764.80	1044.0	16,829.28
671	30	VACANT 8/30/19 (Clark)	Legal Clerk		16.60	1950	32,370.00	1957.5	32,494.50
-- TOTAL --							688,759.52		700,231.70

### UNEMPLOYMENT REPORT

Notice of Claims Received – 2

Animal Control – 1

Treasurer – 1

Benefit Determination Received – 2

Nursing Home – 1 benefits approved, County chargeable employer

RPC – 1 benefits denied

### PAYROLL REPORT

#### DECEMBER PAYROLL INFORMATION

	12/6/2019		12/20/2019	
Pay Group	EE's Paid	Total Payroll \$\$	EE's Paid	Total Payroll \$\$
General Corp	504	\$1,020,317.11	516	\$984,345.28
RPC/Head Start	308	\$407,916.14	305	\$519,506.72
Total	812	\$1,428,233.25	821	\$1,503,852.00

**HEALTH INSURANCE/BENEFITS REPORT**

Total Number of Employees Eligible: 654

General County Union (includes AFSCME & FOP):

Single 185; EE+spouse 34; EE+child(ren) 66; Family 18; waived 71

Non-bargaining employees:

Single 133; EE+spouse 33; EE+child(ren) 38; Family 11; waived 65

Life Insurance Premium paid by County: \$1,692.34

Health Insurance Premium paid by County: \$365,902.60

**TURNOVER REPORT**

Turnover is the rate at which an employer gains and loses employees. To get the best picture for turnover the calculations are based on rolling year averages.

General County

December 2019: .68% average over the last 12 months

December 2019: 4 out of 585 Employees left Champaign County: 2 resignations, 1 retirement, 1 dismissal

**WORKERS' COMPENSATION REPORT**

Entire County Report	December 2018	December 2019
New Claims	4	6
Closed	3	9
Open Claims	35	32
Year To Date Total (On-going # of claims filed)	93	86

**Stats of open claims as of 12-31-2019**

**Coroner – 1**

**Corrections – 6**

**County Clerk – 1**

**Head Start – 8**

**Highway – 3**

**Juvenile Detention – 1**

**Physical Plant – 1**

**Nursing Home – 5**

**Regional Planning – 1**

**Law Enforcement – 5**

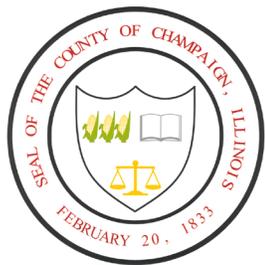
**EEO REPORT**

Information provided based on EEO Tracking forms submitted by Applicant. Figures are for General County only.

Dec 2019 Monthly EEO Report General County Only	ads closing this month:				ads with no end date:			
	Account Clerk Treasurer	Admin Legal Secretary (PT) State's Attorney	Clerk Recorder	Clerk Supervisor of Assessments	Male Court Services Officer Juvenile Detention Center	Deputy Coroner/Autopsy Coroner	Snow Plow Operator (Temp) Highway	
<b>Total Applicants</b>	<b>20</b>	<b>21</b>	<b>48</b>	<b>51</b>	<b>4</b>	<b>18</b>	<b>1</b>	<b>163</b>
<b>Male</b>	5	3	12	13	3	4		<b>40</b>
<b>Female</b>	15	18	35	38	1	14	1	<b>122</b>
<b>NonBinary</b>								<b>0</b>
<b>Undisclosed</b>			1					<b>1</b>
<b>Hispanic or Latino</b>	1	0	4	2	0	0	0	<b>7</b>
<b>White</b>	13	18	34	32	2	14	1	<b>114</b>
<b>Black or African-American</b>	2	2	5	11	2	0	0	<b>22</b>
<b>Native Hawaiian or Other Pacific Islander</b>	0	0	0	0	0	0	0	<b>0</b>
<b>Asian</b>	1	1	1	1	0	0	0	<b>4</b>
<b>American Indian or Alaska Native</b>	0	0	0	0	0	0	0	<b>0</b>
<b>Two or more races</b>	1	0	3	3	0	0	0	<b>7</b>
<b>Undisclosed</b>	2	0	1	2	0	0	0	<b>5</b>
<b>Veteran Status</b>	1	4	1	2	0	0	0	<b>8</b>

**ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT**

Agendas Posted	8	Meetings Staffed	2	Minutes Posted	5
Appointments Posted	2	Notification of Appointment	10	Contracts Posted	8
Calendars Posted	5	Resolutions Prepared	23	Ordinances Prepared	0



## **CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES**

1776 East Washington Street, Urbana, Illinois 61802-4581

*ADMINISTRATIVE, BUDGETING, PURCHASING &  
HUMAN RESOURCE MANAGEMENT SERVICES*

**Darlene A. Kloeppe, County Executive**

### MEMORANDUM

**TO: Charles Young, Chair of Policy, Personnel & Appointments;  
Jim Goss, Chair of Finance; and,  
MEMBERS of the CHAMPAIGN COUNTY BOARD**

**FROM: Isak Griffiths, Deputy Director of Administration;  
Job Content Evaluation Committee**

**DATE: January 2, 2020**

**RE: REVIEW and RECOMMENDATION for Highway Department  
STRUCTURAL ENGINEER**

Pursuant to direction from the Policy, Personnel & Appointments Committee of the Whole on December 10, 2019, the Job Content Evaluation Committee has met to review the request of the County Engineer to create the position of Structural Engineer.

#### ***REPORT:***

The Job Content Evaluation Committee reviewed the submitted position analysis questionnaire that had been completed and approved by County Engineer Jeff Blue. The Committee was also provided with the proposed job description for the new Structural Engineer position and a report for market-based wage comparisons. The County Engineer met with the Committee and explained the parameters and scope of responsibility for the new position in terms of the education, experience, and certification requirements for a Professional Engineer, the additional education, experience, and certification requirements for a Professional Engineer to become a Structural Engineer, and the additional training and certification requirements to become a certified Bridge Inspector; the County Engineer also discussed with the committee the flexibility and cost savings of having a Structural Engineer on staff.

Pursuant to this review and evaluation, the Committee recommends the creation of the position of a Structural Engineer as an FLSA Non-Exempt position within the Champaign County Staffing Plan, the adoption of the position description that is included as an attachment to this Memo, and the classification of the new position as Salary Grade Range L.

**REQUESTED ACTION for POLICY, PERSONNEL & APPOINTMENTS:**

*The Policy, Personnel & Appointments Committee recommends to the Finance Committee approval of the creation of a new position titled Structural Engineer and classification of the new position in Grade Range L.*

**REQUESTED ACTION for FINANCE:**

*The Finance Committee recommends to the County Board approval of the creation of a new position titled Structural Engineer and classification of the new position in Grade Range L.*

Thank you for your consideration of this recommendation

cc: Jeff Blue, Darlene Kloepfel

*attachments*

CHAMPAIGN COUNTY SALARY ADMINISTRATION PROGRAM  
JOB EVALUATION COMMITTEE REPORT

Date of Request: January 2, 2020

EVALUATION OF NEW POSITION

Department Requesting: Highway  
Recommended Position Title: Structural Engineer  
Job Points: 900  
FLSA Status: Exempt  
Recommended Salary Range: Grade Range L  
Bargaining Unit Status: Non-Bargaining

FY2020 Salary Range - Grade L - 2080 hours per year

	<u>Hourly</u>	<u>Annual</u>
Minimum	\$33.67	\$70,033.60
Mid-Point	\$42.09	\$87,547.20
Maximum	\$50.51	\$105,060.80

Date of Job Evaluation Committee Recommendation: December 20, 2019

## Champaign County Job Description

**Job Title:** Structural Engineer

**Department:** Highway

**Reports To:** County Engineer

**FLSA Status:** Exempt

**Grade Range:** L

**Prepared Date:** December 20, 2019

**SUMMARY** Plans, designs, and directs engineering projects on County and Township roads and bridges. Serves as Resident Engineer on major construction projects and supervises contractors. Prepares and certifies workable design drawings of bridge projects.

**PRIMARY DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

Serves as Structural Design Engineer on county and township bridge projects.

Serves as Resident Engineer on major construction projects to ensure that projects are built in accordance with plans, special provisions, IDOT Standards and estimates. Provides engineering advice to assist in solving problems.

Performs bridge inspection surveys on all county and township structures to monitor bridges for maintenance, repair, or replacement.

Analyzes reports, maps, drawings and tests on soil composition, terrain, hydrological characteristics, and other topographical and geological data to plan and design projects.

Directs or performs surveys for proposed construction. Estimates costs and determines feasibility of project based on analysis of collected data.

Co-ordinates contract work with utility companies and other governmental agencies.

Prepares or directs preparation and modification of reports, specifications, plans, construction schedules, environmental impact studies, and designs for project. Reviews preliminary plans and specifications of construction contracts. Approves shop drawings of structural components submitted by contractors. Prepares authorizations for change orders regarding construction revisions.

Inspects construction site to monitor progress and ensure conformance to engineering plans, specifications, and construction and safety standards. Resolves design or construction problems and meets with contractors and the public.

Uses computer assisted engineering and design software and equipment to prepare engineering and design documents.

Administers EEO and labor compliance requirements. Prepares progress and final documents to meet State and Federal Highway Administration requirements.

**SUPERVISORY RESPONSIBILITIES** Supervises contractor's workforce on site. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Other supervisory responsibilities include training employees, assigning and directing work.

**QUALIFICATIONS** To perform this job successfully, an individual must be able to perform each primary duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**EDUCATION and/or EXPERIENCE** Bachelor's Degree (B.S.) from a four-year college or university with a degree in Civil Engineering; with 5-7 years related experience and some supervisory experience; or equivalent training and experience. Continuous studying and training in the job is required.

**LANGUAGE SKILLS** Ability to read, analyze, and interpret common engineering and technical journals and financial reports and legal contracts. Ability to respond to inquiries or complaints from contractors, regulatory agencies, or other engineers. Ability to effectively present information to contractors, employees, government agency personnel and the general public.

**MATHEMATICAL SKILLS** Ability to apply advanced mathematical concepts such as exponents, logarithms, quadratic equations, and permutations. Ability to apply mathematical operations to such engineering tasks as structure, stress, load weights and other engineering factors.

**REASONING ABILITY** Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

**CERTIFICATES, LICENSES, REGISTRATIONS** Registration as a Professional Engineer in the State of Illinois. Registration as a Structural Engineer in the State of Illinois. Certification as a bridge inspector.

**PHYSICAL DEMANDS** The physical demands described here are representative of those that must be met by an employee to successfully perform the primary functions of this job. Frequent on-site visits to road and bridge construction which includes climbing and walking over rough terrain. While performing the duties of this job, the employee is frequently required to walk; reach with hands and arms; and talk; or hear. The employee is occasionally required to stand; sit; use hands, handle, or feel; climb or balance; and stoop; kneel; crouch; or crawl. Employee must occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision and depth perception. Occasionally required to wear safety helmets and safety glasses.

**WORK ENVIRONMENT** The work environment characteristics described here are representative of those an employee encounters while performing the primary functions of this job. While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions, moving mechanical parts and outside weather conditions. The noise level in the work environment is usually quiet, although the individual can be exposed to loud noise situations occasionally.

## Annual Listing of Expiring Appointments

<p>Follow Link Below for Individual Appointment Requirements &amp; Additional Information</p> <p><a href="http://www.co.champaign.il.us/CountyExecutive/Appointments.php">http://www.co.champaign.il.us/CountyExecutive/Appointments.php</a></p>	
<b><u>Appointed Body</u></b>	<b><u>Openings</u></b>
<b>Appointments Expiring February 2020:</b> Lincoln Legacy Committee	1
<b>Appointment Expiring March 2020:</b> Community Action Board	1
<b>Appointments Expiring April 2020:</b> Fire Protection District <ul style="list-style-type: none"> <li>• Broadlands-Longview</li> <li>• Eastern Prairie</li> <li>• Edge-Scott</li> <li>• Ivesdale</li> <li>• Ludlow</li> <li>• Ogden-Royal</li> <li>• Philo</li> <li>• St. Joseph-Stanton</li> <li>• Sangamon Valley</li> <li>• Thomasboro</li> <li>• Windsor Park</li> <li>• Scott</li> <li>• Sadorus</li> <li>• Tolono</li> </ul>	1 Each
Supervisor of Assessments	1
<b>Appointments Expiring May 2020:</b> Board of Review	1(D) & 1(R)
Community Action Board	2
Farmland Assessment Review Committee	3
Sangamon Valley Water District	1
Penfield Water District	1
Dewey Community Public Water District	2
Urbana-Champaign Sanitary District	1(D)
<b>Appointments Expiring June 2020:</b> Bailey Memorial Cemetery	2
Clements Cemetery	1
Locust Grove Cemetery	2
Mt. Olive Cemetery	3

## Annual Listing of Expiring Appointments

Prairie View Cemetery	3
Yearsley Cemetery	1
Forest Preserve District Board of Commissioners	1
County Board of Health	2
Developmental Disabilities Board	1
<b>Appointments Expiring July 2020:</b> Champaign County Housing Authority	1
<b>Appointments Expiring August 2020:</b> Drainage District Commissioners <ul style="list-style-type: none"> <li>• Beaver Lake</li> <li>• Blackford Slough</li> <li>• Conrad and Fisher</li> <li>• Fountain Head</li> <li>• Kankakee</li> <li>• Kerr and Compromise</li> <li>• Lower Big Slough</li> <li>• South Fork</li> <li>• Nelson-Moore-Fairfield</li> <li>• #10 Town of Ogden</li> <li>• Okaw</li> <li>• Owl Creek</li> <li>• Pesotum Slough</li> <li>• Prairie Creek</li> <li>• Raup</li> <li>• Salt Fork</li> <li>• Sangamon and Drummer</li> <li>• Silver Creek</li> <li>• St. Joseph #3</li> <li>• Somer #1</li> <li>• St. Joseph #6</li> <li>• Two Mile Slough</li> <li>• Stanton and Ogden Townships</li> <li>• St. Joseph #4</li> <li>• Triple Fork</li> <li>• #1 Philo and Crittenden</li> <li>• #2 St. Joseph and Ogden</li> <li>• #3 South Homer and Sidney</li> <li>• Upper Embarras River Basin</li> <li>• #1 Philo and Urbana</li> <li>• West Branch</li> <li>• Willow Branch</li> <li>• Wrisk</li> <li>• #2 Town of Scott</li> <li>• Pesotum Consolidated</li> <li>• Longbranch Mutual</li> </ul>	1 Each

## Annual Listing of Expiring Appointments

<b>Appointments Expiring November 2020:</b>	
Animal Control Administrator	1
Champaign County Board of Health	1 CB Member
Public Aid Appeals Committee	1(R)
Zoning Board of Appeals	1
<b>Appointments Expiring December 2020:</b>	
Champaign-Urbana Mass Transit District Board	1(D) & 1(R)
Community Action Board	1
Mental Health Board	2
Rural Transit Advisory Group	6

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Drainage, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Carl Withers

ADDRESS: 221 West Street Penfield IL 61862  
Street City State Zip Code

EMAIL: cwithers1@gmail.com PHONE: 217-841-1750

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Penfield Water-Dist-Trustee

BEGINNING DATE OF TERM: \_\_\_\_\_ ENDING DATE: \_\_\_\_\_

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?

I was born and raised in the area. I am a current homeowner in the village. I am an Industrial Electrician/programmer with a strong background in troubleshooting problems which should be a big help.

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

As a current Penfield resident, I am aware of resident charges and fees. I am aware of where the water treatment plant is. I am very willing to learn more though.

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Carl Withers  
Signature

10/8/19  
Date



**Aaron Ammons**  
**Champaign County Clerk**  
 Champaign County, Illinois

1776 East Washington Street  
 Urbana, IL 61802  
 Email: [mail@champaigncountyclerk.com](mailto:mail@champaigncountyclerk.com)  
 Website: [www.champaigncountyclerk.com](http://www.champaigncountyclerk.com)

Vital Records: (217)384-3720  
 Elections: (217)384-3724  
 Fax: (217)384-1241  
 TTY: (217)384-8601

**COUNTY CLERK**  
**MONTHLY REPORT**  
**DECEMBER**  
**2019**

Liquor Licenses & Permits	\$	350.00
Civil Union Licenses	\$	70.00
Marriage License	\$	4,340.00
Interests	\$	6.85
State Reimbursements	\$	-
Vital Clerk Fees	\$	20,710.00
Tax Clerk Fees	\$	8,051.54
Refunds of Overpayments	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>33,528.39</b>
Additional Clerk Fees	\$	1,194.00



**Aaron Ammons**  
**Champaign County Clerk**  
 Champaign County, Illinois

1776 East Washington Street  
 Urbana, IL 61802  
 Email: [mail@champaigncountyclerk.com](mailto:mail@champaigncountyclerk.com)  
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**SEMI-ANNUAL REPORT**  
**July - December 2019**

Liquor Licenses & Permits	\$	485.00
Civil Union Licenses	\$	280.00
Marriage License	\$	37,590.00
Interests	\$	253.85
State Reimbursements	\$	-
Vital Clerk Fees	\$	153,851.50
Tax Clerk Fees	\$	17,954.88
Refunds of Overpayments	\$	20.00
<b>TOTAL \$</b>		<b>210,435.23</b>
Additional Clerk Fees	\$	9,218.00

State of Illinois )  
 ) SS  
 Champaign County )

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

Signed this 2nd day  
 of January, A.D. 2020

  
 AARON AMMONS  
 Champaign County Clerk



**AARON AMMONS**  
**CHAMPAIGN COUNTY CLERK**

Champaign County, Illinois

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1776 East Washington Street  
Urbana, IL 61802  
Email: [mail@champaigncountyclerk.com](mailto:mail@champaigncountyclerk.com)  
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TTY: 217-384-8601

Memo to County Executive Kloeppel, Board Chair Rosales, and the County Board

1/7/20

RE: Monthly All Staff Meetings in the Champaign County Clerk's office

The Champaign County Clerk's office will hold monthly meetings on the 2nd Wednesday of every month starting January 8, 2020. The Clerk's office will be closed for one hour from 8-9AM to allow for all staff meetings and trainings. Public notices, press releases, and postings on social media will advise the public of this change. The County Clerk's office began the monthly meetings in August of 2019 in an effort to acclimate new staff quickly, address office issues, and continue development of office staff. Below is the schedule of monthly meetings for the Champaign County Clerk's office:

2020 Monthly Meeting Dates

January 8, February 12, March 11, April 8, May 13, June 10, July 8, August 12, September 9, October 14,  
November 11, and December 9

Aaron Ammons

Champaign County Clerk



**AARON AMMONS**  
**CHAMPAIGN COUNTY CLERK**

Champaign County, Illinois

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1776 East Washington Street

Urbana, IL 61802

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Fax: 217-384-1241

TTY: 217-384-8601

Memo to: County Executive Kloeppel, County Board Chair Rosales, and  
County Board Members

From: Aaron Ammons, Champaign County Clerk

Date: January 2, 2020

Re: Election Judge Resolution

Illinois statute 10 ILCS 5/13-2 allows for the option to reduce the number of election judges at polling locations in a Primary from five to three. The resolution submitted is requesting the County Board approve the option to utilize this reduction.

It does not require a reduction at all polling locations, it gives us the option to use three instead of five election judges at polling locations that we select. There are many precincts that do not have enough Election Day traffic to justify paying five election judges to work there. At precincts that are high traffic we would continue to use five election judges. This measure will save the County money without impacting access to the voting booth.

Aaron Ammons

Champaign County Clerk

**RESOLUTION NO. 2020-1**

**RESOLUTION AUTHORIZING GENERAL PRIMARY ELECTION JUDGE NUMBERS**

**WHEREAS**, pursuant to 10 ILCS 5/13-2, the required number of election judges per polling place can be reduced from five to three for a primary election, and;

**WHEREAS**, there are numerous polling locations in Champaign County that will be sufficiently served with three election judges, and;

**WHEREAS**, the County Board and Clerk's Office endeavor to spend taxpayer money judiciously;

**NOW, THEREFORE, BE IT RESOLVED** that the County Board of Champaign County authorized the Champaign County Clerk to reduce the number of election judges from five to three at polling locations where this will not slow or impede voter service or access.

**PRESENTED, ADOPTED, APPROVED, AND RECORDED** this 23rd day of January A.D. 2020.

\_\_\_\_\_  
Giraldo Rosales, Chair  
Champaign County Board

Recorded  
& Attest: \_\_\_\_\_  
Aaron Ammons, County Clerk  
and ex-officio Clerk of the  
Champaign County Board  
Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Darlene A. Kloeppel, County Executive  
Date: \_\_\_\_\_

	July	August	Sept	Oct	Nov	Dec	Total YTD
<b>1. Personnel Costs</b>							
<b>2. Payroll Taxes/Benefits</b>							
Computer Hardware & Software	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Equipment</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Property Insurance	\$91	\$63	\$51	\$51	\$51	\$51	\$307
Building & Grounds Maintenance	\$44	\$113	\$53	\$37	\$43	\$43	\$290
Utilities	\$156	\$148	\$124	\$54	\$101	\$101	\$583
Janitorial Service	\$271	\$200	\$297	\$188	\$190	\$190	\$1,146
Equip Maintenance Agreements	\$14	\$662	\$88	\$22	\$29	\$29	\$815
Depreciation	\$853	\$826	\$817	\$833	\$840	\$840	\$4,169
<b>Total Occupancy</b>	<b>\$1,429</b>	<b>\$2,012</b>	<b>\$1,430</b>	<b>\$1,185</b>	<b>\$1,254</b>	<b>\$0</b>	<b>\$7,310</b>
Office Supplies	\$392	\$80	\$190	\$1,292	\$62	\$62	\$2,016
Contractual / Professional Fees	\$1,228	\$824	\$929	\$1,322	\$309	\$309	\$4,612
Travel / Training	\$173	\$370	\$337	\$282	\$827	\$827	\$1,989
Client Assistance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Rent	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone / Cell Phone	\$149	\$274	\$197	\$176	\$173	\$173	\$969
Liability / Malpractice Insurance	\$218	\$46	\$14	\$14	\$14	\$14	\$306
Moving & Recruiting	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Program Expenses</b>	<b>\$31,965</b>	<b>\$29,603</b>	<b>\$27,502</b>	<b>\$29,640</b>	<b>\$31,353</b>	<b>\$0</b>	<b>\$150,063</b>
<b>ALLOCATED M&amp;G</b>	<b>\$6,901</b>	<b>\$6,888</b>	<b>\$6,232</b>	<b>\$6,198</b>	<b>\$6,365</b>	<b>\$0</b>	<b>\$32,584</b>
<b>TOTAL EXPENSE</b>	<b>\$38,866</b>	<b>\$36,491</b>	<b>\$33,734</b>	<b>\$35,838</b>	<b>\$37,718</b>	<b>\$0</b>	<b>\$182,647</b>
<b>Re-Entry Indirect - 11.9% Max</b>							
Max M&G Allowed	\$4,318	\$3,999	\$3,715	\$4,004	\$4,235	\$0	\$20,270
<b>Champaign County Total</b>	<b>\$36,283</b>	<b>\$33,602</b>	<b>\$31,217</b>	<b>\$33,644</b>	<b>\$35,588</b>	<b>\$0</b>	<b>\$170,333</b>
Champaign County Paid	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$41,667

FUND 080 GENERAL CORPORATE

DEPARTMENT 036 PUBLIC DEFENDER

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-036-511.02 APPOINTED OFFICIAL SALARY	153,155	153,155	154,763	1,608
080-036-511.03 REG. FULL-TIME EMPLOYEES	947,097	984,948	992,228	7,280
TOTALS	1,100,252	1,138,103	1,146,991	8,888

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-036-335.70 STATE SALARY REIMBURSMNT	102,108	102,108	103,716	1,608
TOTALS	102,108	102,108	103,716	1,608

**EXPLANATION:** 080-036-511.02 THE STATE'S COLA INCREASE EFFECTIVE 7/2019  
 CREATED AN ANNUAL SALARY INCREASE OF \$3,216 (\$1,608 NEEDED FOR JULY-DEC)  
 080-036-511.03 INCREASE IS NEEDED DUE TO VACATION PAYOUTS:  
 [REDACTED], \$7,893.25; [REDACTED], \$5,975.22; [REDACTED], \$3,603.23

DATE SUBMITTED:

12/26/19

AUTHORIZED SIGNATURE

PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:


**GEORGE P. DANOS  
COUNTY AUDITOR**



1776 EAST WASHINGTON  
URBANA, ILLINOIS 61802  
TELEPHONE (217) 384-3763  
FAX (217) 384-1285

**OFFICE OF THE AUDITOR  
CHAMPAIGN COUNTY, ILLINOIS**

**TO:** Giraldo Rosales, County Board Chairman  
James Goss, Chairman, County Board Finance Committee  
Stephanie Fortado, Vice Chair, County Board Finance Committee  
Honorable Members of the Finance Committee of the Whole

**FROM:** George Danos, Auditor

**DATE:** January 6, 2020

**RE:** Budget Amendment to 080.020.511.03 (Regular Full-time Salaries)

A senior accountant, a longtime employee of over two decades, retired on April 15, 2019 and was entitled to compensation for accumulated benefit time. She also agreed to work alongside her replacement for a period of four weeks to train her.

The Champaign County Auditor's office requests the approval of a one-time budget amendment of \$28,348 for the purpose of covering this retirement-related expense.

Thank you,

George Danos

FUND 080 GENERAL CORPORATE

DEPARTMENT 020 AUDITOR

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-020-511.03 REG. FULL-TIME EMPLOYEES	281,646	282,743	311,091	28,348
TOTALS	281,646	282,743	311,091	28,348

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

**EXPLANATION:** LONG TERM EMPLOYEE RETIRED AND COMPENSATION WAS REQUIRED FOR HER ACCUMULATED BENEFIT TIME. THERE WAS ALSO A TRAINING OVERLAP OF HER RETIREMENT WITH THE NEW EMPLOYEE. PLEASE SEE ATTACHED MEMO FOR FULL EXPLANAION

DATE SUBMITTED: <i>1/06/2020</i>	AUTHORIZED SIGNATURE <i>George Danov</i>	** PLEASE SIGN IN BLUE INK **
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APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_


**Julia R. Rietz**  
State's Attorney



**Courthouse**  
101 East Main Street  
P. O. Box 785  
Urbana, Illinois 61801  
Phone (217) 384-3733  
Fax (217) 384-3816

**Brett Lemons**  
Office Manager  
Email: [blemons@co.champaign.il.us](mailto:blemons@co.champaign.il.us)

**Office of  
State's Attorney  
Champaign County, Illinois**

DATE: January 7, 2020  
TO: Jim Goss, Chair, Finance Committee of the Whole  
Stephanie Fortado, Vice Chair, Finance Committee of the Whole  
FROM: Julia Rietz, State's Attorney  
RE: Budget Amendment 19-68

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This memo is in reference to Budget Amendment 19-68. The Amendment asks for an increase in spending authority for Fund 080-041. This increase will pay for expert witness testimony & evaluations in serious felony cases, specifically the forensic examination of a defendant charged as a sexually dangerous person. While this Budget Amendment is requesting \$8,000 in additional spending authority, the actual impact to the General Corporate Fund will be less. We are projected to have approximately \$4,200 remaining in our personnel budget, so the actual impact to the General Corporate Fund will be approximately \$3,800.

REQUEST FOR BUDGET AMENDMENT

BA NO. 19-00068

FUND 080 GENERAL CORPORATE

DEPARTMENT 041 STATES ATTORNEY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-041-533.07 PROFESSIONAL SERVICES	25,000	22,056	30,056	8,000
TOTALS	25,000	22,056	30,056	8,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

**EXPLANATION:** AN INCREASE IN SPENDING AUTHORITY TO PAY FOR EXPERT WITNESSES.  
SEE ATTACHED MEMO

DATE SUBMITTED: 1/7/2020      AUTHORIZED SIGNATURE       \*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

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## **OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE**

1776 East Washington Street, Urbana, Illinois 61802-4581

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**Darlene A. Kloepfel, County Executive**

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### **MEMORANDUM**

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**TO:** Jim Goss, Chair of Finance; Stephanie Fortado, Vice-Chair of Finance;  
Champaign County Board Members

**FROM:** Darlene Kloepfel, County Executive

**DATE:** January 6, 2020

**RE:** Budget Amendment – Tornado Siren Project

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The revenue reimbursement for work to be done on the tornado siren replacement project has been received from all four partnering entities (Champaign, Urbana, Savoy and the U of I) and was posted to FY2019, however all the work was not completed in FY2019 as originally planned. The work that has yet to be completed includes: installation of motherboards to some of the sirens, programming of those motherboards to go from analog to digital, and tying all four entities (Champaign, Savoy, Urbana and U of I) to the system.

Our FY2020 budget did not include appropriations, because the project was expected to be complete in December 2019. The vendor expects all work to be completed by the end of January. We request a budget amendment in the amount of \$3,440 to pay for the remaining work.

FUND 080 GENERAL CORPORATE

DEPARTMENT 012 TORNADO SIRENS

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-012-522.44 EQUIPMENT LESS THAN \$5000	0	0	3,440	3,440
TOTALS	0	0	3,440	3,440

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

**EXPLANATION:** UPGRADES WERE NOT COMPLETED IN FY2019 AS ORIGINALLY PLANNED.  
REMAINING WORK WILL BE DONE IN FY2020. REVENUE REIMBURSEMENT HAS BEEN  
RECEIVED AND WAS POSTED TO FY2019; HOWEVER, APPROPRIATION FOR FY2020 IS  
REQUIRED TO PAY FOR THE REMAINING WORK TO BE COMPLETED.

DATE SUBMITTED: <u>1-6-2020</u>	AUTHORIZED SIGNATURE 	** PLEASE SIGN IN BLUE INK **
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APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_


FUND 080 GENERAL CORPORATE

DEPARTMENT 026 COUNTY TREASURER

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-026-511.05 TEMP. SALARIES & WAGES	0	0	13,485	13,485
TOTALS	0	0	13,485	13,485

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

**EXPLANATION:** HIRED TEMPORARY STAFF TO FILL IN FOR CHIEF DEPUTY TREASURER.

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DATE SUBMITTED: <p align="center">1-8-2020</p>	AUTHORIZED SIGNATURE <p align="center"><i>Janet Prussing</i></p>	** PLEASE SIGN IN BLUE INK **
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APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

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FUND 619 TAX SALE AUTOMATION FUND DEPARTMENT 026 COUNTY TREASURER

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
619-026-511.05 TEMP. SALARIES & WAGES	5,500	11,500	21,769	10,269
619-026-513.01 SOCIAL SECURITY-EMPLOYER	421	421	1,683	1,262
619-026-513.04 WORKERS' COMPENSATION INS	36	36	146	110
619-026-513.05 UNEMPLOYMENT INSURANCE	106	106	276	170
TOTALS	6,063	12,063	23,874	11,811

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

**EXPLANATION:** HIRED EXPERIENCED TEMPORARY STAFF TO ASSIST WITH PROPERTY TAX BILLING AND COLLECTIONS.

DATE SUBMITTED:  <i>1-8-2020</i>	AUTHORIZED SIGNATURE  <i>Jamil Prussing</i>	** PLEASE SIGN IN BLUE INK **
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APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_


Lori K. Hansen  
Court Administrator



101 East Main Street  
Urbana, Illinois 61801  
Telephone (217) 384-0154  
Fax (217) 384-8424

**CHAMPAIGN COUNTY CIRCUIT COURT  
SIXTH JUDICIAL CIRCUIT**

**MEMORANDUM**

TO: Jim Goss, Chair, Finance Committee, Champaign County Board  
Stephanie Fortado, Vice Chair, Finance Committee, Champaign County Board

FROM: Lori K. Hansen, Court Administrator 

DATE: December 11, 2019

RE: Budget Amendments 19-62 and 19-64, Board Transfer 19-15

This memo is in reference to Budget Amendments 19-62 and 19-64 and Board Transfer 19-15.

BA 19-62 is a request for an increase in appropriations for additional court expenditures in FY19:

- Professional Services (533.07) – \$15,000 increase requested
  - Expert witness services and consulting fees in aggravated battery to child case (\$8,875)
  - Consulting services for indigent self-represented defendant in Class X felony case (\$2,795)
  - Spanish interpreting services in predatory criminal sexual assault of child jury trial (\$3,216)
  - Pending charges for sign language interpretation services for juror (est. \$6,100)
- Court Reporting (533.05) - \$3,000 increase requested
  - Transcript order for dissolution case (\$8,060)
- Attorney's Fees (533.03) - \$6,000 increase requested
  - Unexpected fees for appointed (conflict) defense counsel in five juvenile cases
- Juror Expense (533.63) - \$6,500 increase requested
  - Three special (2-week) juries in FY19
  - Same category transfers to other line items for repairs to courtroom sound system equipment and for shortages in professional services as listed above.

BA 19-64 is for law library expenditures. It is always difficult to predict which amended laws will result in the publication of new volumes of the Illinois Compiled Statutes Annotated, which is the primary Illinois statutory publication available to law library patrons. While the statute volumes are updated annually with supplemental pages that are placed in a pocket at the back of

each book, there are also times when the publisher reprints entire chapters and releases new books in addition to the supplements. We do not know how many new books we will receive, when they will arrive, or how much they will cost when the following fiscal year's budget is prepared each summer.

Standing print subscriptions for the judiciary and public defender attorneys are replaced with new volumes each year. The increase in price varies each year. One publication's price this year was 28% higher than last year, which is a considerably larger increase than expected (we typically assume a 10-15% increase in print material pricing each year).

Finally, Board Transfer 19-15 is for the Foreclosure Mediation fund. There is adequate budget in personnel line items to cover the greater-than-expected number of mediator payments for cases that were closed in FY19.

FUND 080 GENERAL CORPORATE

DEPARTMENT 031 CIRCUIT COURT

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	302,500	300,514	331,614	31,100

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

**EXPLANATION:** AMENDMENT NEEDED TO COVER UNEXPECTED EXPENDITURES. SEE ATTACHED MEMO.

DATE SUBMITTED:

12/5/19

AUTHORIZED SIGNATURE



\*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:




FUND 092 LAW LIBRARY

DEPARTMENT 074 LAW LIBRARY

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
092-074-522.03 BOOKS, PERIODICALS & MAN.	50,000	48,600	53,600	5,000
TOTALS	50,000	48,600	53,600	5,000

**INCREASED REVENUE BUDGET:**

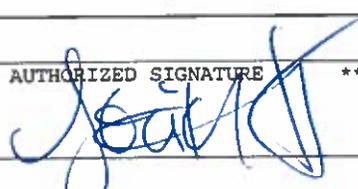
ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

**EXPLANATION:** REQUESTING A TRANSFER OF FUNDS FROM FUND BALANCE TO COVER END OF YEAR INVOICES.

DATE SUBMITTED:

12/10/2019

AUTHORIZED SIGNATURE



\*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:


REQUEST FOR BUDGET TRANSFER  
NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 19-00015

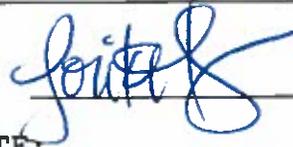
FUND 093 FORECLOSURE MEDIATION FND DEPARTMENT 031 CIRCUIT COURT

TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
093-031-533.33 TELEPHONE SERVICE	20.	093-031-511.05 TEMP. SALARIES & WAGES
093-031-533.03 ATTORNEY/LEGAL SERVICES	969.	093-031-511.05 TEMP. SALARIES & WAGES

EXPLANATION: TRANSFERRING FUNDS DUE TO THE CLOSING OF MORE CASES THAN  
ORIGINALLY ANTICIPATED.

DATE SUBMITTED: 12/10/19  AUTHORIZED SIGNATURE  
 APPROVED BY PARENT COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_ \* PLEASE SIGN IN BLUE INK \*

\_\_\_\_\_  
 \_\_\_\_\_  
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APPROVED BY BUDGET AND FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE  
COUNTY ENGINEER

1605 E. MAIN STREET

(217) 384-3800  
FAX (217) 328-5148

URBANA, ILLINOIS 61802

## Memo Regarding Fund 083 Budget Transfer

The Highway Department is requesting a budget transfer from our Regular Full Time Employee Wages line to cover our increase in fuel cost as well as our increase in heavy equipment maintenance cost.

During the 2019 calendar year the Highway Department has been engaged in many construction projects which have led to the increased use of our equipment and heavy trucks, including hauling of slag for seal coating, hauling of aggregates for shouldering, and many culvert replacements under our roads. With the increase in these activities we have seen an increase in our fuel use as well as an increased need to fix/maintain our equipment in 2019. Therefore, we are asking for this department transfer to cover those higher than usual expenses.



Jeff Blue, P.E.  
Champaign County Engineer

REQUEST FOR BUDGET TRANSFER  
NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 19-00014

FUND 083 COUNTY HIGHWAY

DEPARTMENT 060 HIGHWAY

TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
083-060-522.15 GASOLINE & OIL	20,000.	083-060-511.03 REG. FULL-TIME EMPLOYEES
083-060-533.49 HEAVY EQUIP. MAINTENANCE	27,500.	083-060-511.03 REG. FULL-TIME EMPLOYEES

**EXPLANATION:** TRANSFER NEEDED FOR ADDITIONAL FUEL EXPENSE FOR HAULING  
MATERIAL FOR FY 20. ADDITIONAL FUNDS NEEDED FOR EQUIPMENT MAINTENANCE.

DATE SUBMITTED: 12/10/19



AUTHORIZED SIGNATURE  
 \* PLEASE SIGN IN BLUE INK \*

APPROVED BY PARENT COMMITTEE:

DATE: \_\_\_\_\_

APPROVED BY BUDGET AND FINANCE COMMITTEE:

DATE: \_\_\_\_\_



## **OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE**

1776 East Washington Street, Urbana, Illinois 61802-4581

**Darlene A. Kloeppel, County Executive**

Date: January 7, 2020  
To: County Board Members  
From: County Executive Darlene Kloeppel, County Auditor George Danos, Deputy Director of Finance Tami Ogden, Chief Deputy Auditor Barbara Ramsay  
Re: County Financial Update

In September, the Executive and Auditor began working with the Treasurer to resolve over \$3 million in accounting issues that included lack of account postings for cash receipts and electronic transactions, credit card payments, grants, and tax collections that were clearly missing due to the significant variances from the previous year's amounts. With this help, by December 4 most items were posted through the month of October, however property tax collector accounts have not been reconciled since April.

It was learned that no one in the Treasurer's Office knew how to do the bank reconciliations. On December 1, the County Executive hired a forensic CPA from Clifton Larson Allen LLP to assist the Treasurer with bank reconciliations for Jan – Oct 2019 with the understanding that the Treasurer's Office would learn the process and complete the year. The consultant spent about 140 hours at a cost of \$20,000 locating information and creating reconciliation templates. However, because of missing information, she was able to complete only two of the necessary 100 reconciliations (ten months for ten accounts). Currently, there is no one knowledgeable in the Treasurer's Office to finish 2019 reconciliations and start with January 2020.

Because reconciliation of accounts must be completed, the Auditor's Office has offered a staff person on an emergency temporary basis to work overtime (time to be paid by the Treasurer's budget, which will require future budget appropriations) to begin 2019 reconciliations. With the recent resignation of the Treasurer, the Auditor will also train new staff in the Treasurer's Office on how to do posting and reconciliations going forward, and the Treasurer of Tazewell County will provide training on the Treasurer's use of DEVNET.

In our opinion, it is essential that the following tasks be completed as soon as possible for the county to successfully move forward in 2020:

- Fill positions in the Treasurer's Office with qualified staff.
- Develop an acceptable format and schedule for regular reporting to the County Board.
- Develop a work plan/schedule, including staff training and statutorily required 6-month board reviews of the books, to meet all requirements of the Treasurer's Office for 2020 in an accurate and timely manner.

## **Summary of Clifton Larsen Allen LLP Consultant Progress Notes**

**Highlights for the week ending December 7, 2019:** Spoke with several personnel to get an understanding and overview of existing processes. Need a listing of the exact bank accounts that need reconciliation, the type and purpose of each account, personnel and function that is related to each account.

**Issues or concerns:** Limited resources of knowledge of processes

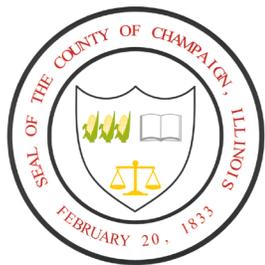
**Highlights for the week ending December 14, 2019:** Performed a revision of the Dec 2018 bank reconciliations. Created templates and files for ten monthly bank reconciliations for 10 months Jan – Oct 2019, using fifteen bank statements (there are an additional five IL Funds that are used during reconciliation process), for total of 100 reconciliations. Documented and analyzed current bank reconciliation process and some particular back transactions for trends and possible issues. Started the 2019 bank reconciliation process.

**Additional issues/concerns:** Transactions not posted, posted incorrectly, posted in other months

**Highlights for the week ending December 21, 2019:** Still missing some October bank statements. For January bank reconciliations, worked through seven of the ten accounts; only two are complete. The other five of the seven have very large variances. The process is extremely tedious, and the reconciliations cannot be completed, and/or variances explained until transactions with the corresponding bank account are identified and posted. Transaction issues have been communicated, however, don't know what bank accounts these affect.

**Highlights for the week ending December 28, 2019:** Working through January bank reconciliations, looking at other months, various reports and files to determine variances.

**Additional issues/concerns:** Discussion with the Treasurer's office about reconciliation process- the Treasurer's office responded that they don't know how to record or post transactions or have knowledge of what the bank reconciliation process is. When asked if they are currently posting or recording any transactions or adjustments, or doing anything regarding the bank accounts, was told "no". I strongly advised them to 'stop the bleeding' and in 2020 to start immediately processing any bank transactions, adjustments, as well as keep any documentation as it relates to each of the bank accounts. Focus on knowledge transfer.



## **CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES**

1776 East Washington Street, Urbana, Illinois 61802-4581

*ADMINISTRATIVE, BUDGETING, PURCHASING &  
HUMAN RESOURCE MANAGEMENT SERVICES*

**Darlene A. Kloeppe, County Executive**

### MEMORANDUM

**TO: Charles Young, Chair of Policy, Personnel & Appointments;  
Jim Goss, Chair of Finance; and,  
MEMBERS of the CHAMPAIGN COUNTY BOARD**

**FROM: Isak Griffiths, Deputy Director of Administration;  
Job Content Evaluation Committee**

**DATE: January 2, 2020**

**RE: REVIEW and RECOMMENDATION for Highway Department  
STRUCTURAL ENGINEER**

Pursuant to direction from the Policy, Personnel & Appointments Committee of the Whole on December 10, 2019, the Job Content Evaluation Committee has met to review the request of the County Engineer to create the position of Structural Engineer.

***REPORT:***

The Job Content Evaluation Committee reviewed the submitted position analysis questionnaire that had been completed and approved by County Engineer Jeff Blue. The Committee was also provided with the proposed job description for the new Structural Engineer position and a report for market-based wage comparisons. The County Engineer met with the Committee and explained the parameters and scope of responsibility for the new position in terms of the education, experience, and certification requirements for a Professional Engineer, the additional education, experience, and certification requirements for a Professional Engineer to become a Structural Engineer, and the additional training and certification requirements to become a certified Bridge Inspector; the County Engineer also discussed with the committee the flexibility and cost savings of having a Structural Engineer on staff.

Pursuant to this review and evaluation, the Committee recommends the creation of the position of a Structural Engineer as an FLSA Non-Exempt position within the Champaign County Staffing Plan, the adoption of the position description that is included as an attachment to this Memo, and the classification of the new position as Salary Grade Range L.

**REQUESTED ACTION for POLICY, PERSONNEL & APPOINTMENTS:**

*The Policy, Personnel & Appointments Committee recommends to the Finance Committee approval of the creation of a new position titled Structural Engineer and classification of the new position in Grade Range L.*

**REQUESTED ACTION for FINANCE:**

*The Finance Committee recommends to the County Board approval of the creation of a new position titled Structural Engineer and classification of the new position in Grade Range L.*

Thank you for your consideration of this recommendation

cc: Jeff Blue, Darlene Kloepfel

*attachments*

CHAMPAIGN COUNTY SALARY ADMINISTRATION PROGRAM  
JOB EVALUATION COMMITTEE REPORT

Date of Request: January 2, 2020

EVALUATION OF NEW POSITION

Department Requesting: Highway  
Recommended Position Title: Structural Engineer  
Job Points: 900  
FLSA Status: Exempt  
Recommended Salary Range: Grade Range L  
Bargaining Unit Status: Non-Bargaining

FY2020 Salary Range - Grade L - 2080 hours per year

	<u>Hourly</u>	<u>Annual</u>
Minimum	\$33.67	\$70,033.60
Mid-Point	\$42.09	\$87,547.20
Maximum	\$50.51	\$105,060.80

Date of Job Evaluation Committee Recommendation: December 20, 2019

## Champaign County Job Description

**Job Title:** Structural Engineer  
**Department:** Highway  
**Reports To:** County Engineer  
**FLSA Status:** Exempt  
**Grade Range:** L  
**Prepared Date:** December 20, 2019

**SUMMARY** Plans, designs, and directs engineering projects on County and Township roads and bridges. Serves as Resident Engineer on major construction projects and supervises contractors. Prepares and certifies workable design drawings of bridge projects.

**PRIMARY DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

Serves as Structural Design Engineer on county and township bridge projects.

Serves as Resident Engineer on major construction projects to ensure that projects are built in accordance with plans, special provisions, IDOT Standards and estimates. Provides engineering advice to assist in solving problems.

Performs bridge inspection surveys on all county and township structures to monitor bridges for maintenance, repair, or replacement.

Analyzes reports, maps, drawings and tests on soil composition, terrain, hydrological characteristics, and other topographical and geological data to plan and design projects.

Directs or performs surveys for proposed construction. Estimates costs and determines feasibility of project based on analysis of collected data.

Co-ordinates contract work with utility companies and other governmental agencies.

Prepares or directs preparation and modification of reports, specifications, plans, construction schedules, environmental impact studies, and designs for project. Reviews preliminary plans and specifications of construction contracts. Approves shop drawings of structural components submitted by contractors. Prepares authorizations for change orders regarding construction revisions.

Inspects construction site to monitor progress and ensure conformance to engineering plans, specifications, and construction and safety standards. Resolves design or construction problems and meets with contractors and the public.

Uses computer assisted engineering and design software and equipment to prepare engineering and design documents.

Administers EEO and labor compliance requirements. Prepares progress and final documents to meet State and Federal Highway Administration requirements.

**SUPERVISORY RESPONSIBILITIES** Supervises contractor's workforce on site. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Other supervisory responsibilities include training employees, assigning and directing work.

**QUALIFICATIONS** To perform this job successfully, an individual must be able to perform each primary duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**EDUCATION and/or EXPERIENCE** Bachelor's Degree (B.S.) from a four-year college or university with a degree in Civil Engineering; with 5-7 years related experience and some supervisory experience; or equivalent training and experience. Continuous studying and training in the job is required.

**LANGUAGE SKILLS** Ability to read, analyze, and interpret common engineering and technical journals and financial reports and legal contracts. Ability to respond to inquiries or complaints from contractors, regulatory agencies, or other engineers. Ability to effectively present information to contractors, employees, government agency personnel and the general public.

**MATHEMATICAL SKILLS** Ability to apply advanced mathematical concepts such as exponents, logarithms, quadratic equations, and permutations. Ability to apply mathematical operations to such engineering tasks as structure, stress, load weights and other engineering factors.

**REASONING ABILITY** Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

**CERTIFICATES, LICENSES, REGISTRATIONS** Registration as a Professional Engineer in the State of Illinois. Registration as a Structural Engineer in the State of Illinois. Certification as a bridge inspector.

**PHYSICAL DEMANDS** The physical demands described here are representative of those that must be met by an employee to successfully perform the primary functions of this job. Frequent on-site visits to road and bridge construction which includes climbing and walking over rough terrain. While performing the duties of this job, the employee is frequently required to walk; reach with hands and arms; and talk; or hear. The employee is occasionally required to stand; sit; use hands, handle, or feel; climb or balance; and stoop; kneel; crouch; or crawl. Employee must occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision and depth perception. Occasionally required to wear safety helmets and safety glasses.

**WORK ENVIRONMENT** The work environment characteristics described here are representative of those an employee encounters while performing the primary functions of this job. While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions, moving mechanical parts and outside weather conditions. The noise level in the work environment is usually quiet, although the individual can be exposed to loud noise situations occasionally.

FUND 085 COUNTY MOTOR FUEL TAX

DEPARTMENT 060 HIGHWAY

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
085-060-533.04 ENGINEERING SERVICES	90,000	90,000	180,000	90,000
TOTALS	90,000	90,000	180,000	90,000

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

**EXPLANATION:** INCREASE IN ENGINEERING EXPENSE FOR STRUCTURAL ENGINEER POSITION. CLASSIFIED IN GRADE RANGE L  
2020 WAGE RANGE OF \$70,033.60 TO \$105,060.80

DATE SUBMITTED: 1/9/2020	AUTHORIZED SIGNATURE <i>J Blue (mdc)</i>	** PLEASE SIGN IN BLUE INK **
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APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_


FUND 083 COUNTY HIGHWAY

DEPARTMENT 060 HIGHWAY

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
083-060-511.03 REG. FULL-TIME EMPLOYEES	1,307,797	1,307,797	1,397,797	90,000
TOTALS	1,307,797	1,307,797	1,397,797	90,000

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
083-060-343.82 ENGINEERING FEE-CO MFT	50,000	50,000	140,000	90,000
TOTALS	50,000	50,000	140,000	90,000

**EXPLANATION:** INCREASE FOR CREATION OF STRUCTURAL ENGINEER POSITION  
CLASSIFIED IN GRADE RANGE L (2020 WAGE RANGE OF \$70,033.60 TO \$105,060.80)

DATE SUBMITTED: <u>1/9/2020</u>	AUTHORIZED SIGNATURE <u>[Signature] (mdc)</u>	** PLEASE SIGN IN BLUE INK **
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APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_


# Douglas County Enterprise Zone Participation Proposal

Submitted by:

Douglas County Enterprise Zone  
Brian Moody, Administrator  
214 North Main Street  
Tuscola, IL 61953  
217-253-2552  
[Brian.moody@tuscola.org](mailto:Brian.moody@tuscola.org)

BayWa r.e.  
Brandon Reinhardt  
Senior Development Manager  
17901 Von Karman Avenue, Suite 1050  
916-532-9565  
[brandon.reinhardt@baywa-re.com](mailto:brandon.reinhardt@baywa-re.com)

January 6, 2020

# Douglas County Enterprise Zone Participation Proposal

## Illinois Enterprise Zones

Since 1982, Illinois units of government have joined together to enhance local competitiveness through the Illinois Enterprise Zone program, fostering economic development and employment opportunities. There are currently 97 Enterprise Zones in Illinois, the maximum number allowed by Illinois statute. In order to be considered for Illinois Enterprise Zone incentives (see Attachment 1), a firm must be located within the boundaries of one of the Enterprise Zones.

## Douglas County Enterprise Zone

The Vision of the communities which currently comprise the Douglas County Enterprise Zone endeavor to enhance an environment that will increase economic stability and quality of life for businesses and residents in the region. Those communities include Arcola, Arthur, Atwood, Newman, Tuscola, Villa Grove, and Douglas County (see Attachments 2 and 3). Their Mission includes promoting the retention and expansion of existing business and the attraction of new business by continuing to build infrastructure across their boundaries. Current infrastructure projects include the Cronus Chemicals/Urbana Champaign Sanitary District waterline project.

## Regional Infrastructure: Prairie Solar Project

BayWa r.e.’s proposed Prairie Solar project is an infrastructure project complimentary to existing industries in the region that will provide construction and permanent jobs as well as local spending and an increase in tax base (see Attachment 4). Inclusion within the Douglas County Enterprise Zone boundaries will help to lower electricity costs to end users by lowering project construction costs through the abatement of State of Illinois Use Tax on building materials with minimal financial impact on Champaign County (see Attachments 5 through 7).

## Champaign County as a Designating Unit of Government

To extend the Enterprise Zone boundaries to include the Prairie Solar project, the Douglas County Enterprise Zone is providing Champaign County the opportunity to join its Enterprise Zone as a Designating Unit of Government. The final approval of the inclusion of Champaign County lies with the Department of Commerce and Economic Opportunity upon the submittal of a very lengthy application. Application will be made by Douglas County at no cost to Champaign County. If approved by DCEO, Champaign County will benefit by adding potential access to Illinois Enterprise Zone incentives to its economic development toolbox commonly offered by other communities for the life of the Douglas County Enterprise Zone (see Attachment 8).

## Champaign County Board Action Requested

### Pass Designating Ordinance and Intergovernmental Agreement

1. Pass a designating ordinance for the enterprise zone, offering incentives consistent with those offered by the participating units of government in the Tuscola/Douglas County Enterprise Zone (see Sample Designating Ordinance: Attachment 8).

2. Adopt an intergovernmental agreement between all Douglas County Enterprise Zone Designating Units of Government which includes the legal description of the proposed Enterprise Zone boundaries (see: Sample Intergovernmental Agreement: Attachment 9) .

### Additional Steps

The complete process including additional steps required of the other participating governments prior to the submittal of the application are outlined in Attachment 10.

# ATTACHMENTS

1. Illinois Enterprise Zone Incentives
2. Location Map
3. Existing Enterprise Zone Map
4. Prairie Solar Project Summary
5. Proposed Enterprise Zone Map
6. Distribution of Use Tax to Local Governments
7. Calculation of Use Tax abatement incentive on Champaign County
8. Sample Designating Ordinance
9. Sample Intergovernmental Agreement
10. Illinois Enterprise Zone Program - Application Procedure to Add a Unit of Government to the Douglas County Enterprise Zone

**ENTERPRISE ZONE PROGRAM**  
**INCENTIVES**

The Illinois Enterprise Zone Act took effect December 7, 1982. An enterprise zone is a specific area designated by the State of Illinois in cooperation with a local government to receive various tax incentives and other benefits to stimulate economic activity and neighborhood revitalization.

The Enterprise Zone Program is administered at the state level by the Illinois Department of Commerce and Economic Opportunity. For general information on the program, contact the Department at 217/524-0165. The hearing impaired may call 800/785-6055.

Enterprise zones range from a half square mile to fifteen square miles.

## **ENTERPRISE ZONE TAX BENEFITS**

The following summarizes the most often asked questions on the tax benefits offered through the Enterprise Zone Program.

### **INVESTMENT TAX CREDIT**

**What is the enterprise zone investment tax credit?** The Illinois Income Tax Act 35 ILCS 5/201, as amended allows a .5 percent credit against the state income tax for investments in qualified property, which is placed in service in an enterprise zone.

**Who are qualifying taxpayers?** The credit may be taken by corporations, trusts, estates, individuals, partners and Subchapter S shareholders who make investments in qualified property and who otherwise meet the terms and conditions established by statute.

**What is qualified property?** "Qualified property" is property which:

- is tangible; whether new or used, including buildings and structural components of buildings;
- is acquired by purchase as defined in Internal Revenue Code (IRC) Section 179( d);
- is depreciable pursuant to IRC Section 167;
- has a useful life of four or more years as of the date placed in service in an enterprise zone;
- is used in the enterprise zone by that taxpayer;
- has not been previously used in Illinois in such a manner and by such a person as would qualify for the credit; and, is an improvement or addition made on or after the date the zone was designated to the extent that the improvement or addition is of a capital nature, which increases the adjusted basis of the property previously placed in service in an enterprise zone and otherwise meets the requirements of qualified property.

**What are examples of "qualified property"?** Examples include buildings, structural components of buildings, elevators, materials tanks, boilers, and major computer installations. Examples of non-qualifying property are land, inventories, small personal computers, trademarks, typewriters, and other small, non-depreciable, or intangible assets.

**What does "placed in service" mean?** Qualified property is "placed in service" on the earlier of 1) the date the property is placed in a condition of readiness and availability for use, or 2) the date on which the depreciation period of that property begins. To qualify for the enterprise zone investment tax credit, the property must be placed in service on or after the date the zone was certified by the Department of Commerce and Economic Opportunity, and on or before the last day of the firm's taxable year.

**What is "depreciable" property?** Property must be depreciable pursuant to Internal Revenue Code Section 167. Depreciable property is used in the taxpayer's trade or business or held for the production of income (but not inventory), which is subject to wear and tear, exhaustion or obsolescence.

There are some types of assets that may not be depreciable, even though they are used in the taxpayer's business or trade or are held for the production of income. Good will and land are examples. Other examples of tangible property, which are not depreciable, are inventories, natural resources and currency.

**Does “used” property qualify for the enterprise zone investment tax credit?** Used property does not qualify if it was previously used in Illinois in such a manner and by such a person as would qualify for either the statewide investment tax credit or the enterprise zone investment tax credit.

Example: A corporation purchases a used pick-up truck for use in its manufacturing business in an enterprise zone from an Illinois resident who used the truck for personal purposes in Illinois. If the truck meets the other requirements for the investment tax credit, it will not be disqualified because it was previously used in Illinois for a purpose, which did not qualify for the credit. However, had the corporation purchased the truck from an Illinois taxpayer in whose hands the truck qualified for the credit, the truck would not be qualified for the investment tax credit, even though the party from whom the truck was acquired had never received an investment tax credit for it.

**What is the “basis” value of property?** The "basis" value of property, for the purposes of this credit, is defined the same way it is defined for purposes of federal depreciation calculations. Essentially, the basis is the cost of the property, as well as related capital costs.

**Does the enterprise zone investment tax credit carry forward?** Yes. The credit is allowed for the tax year in which the property is placed in service, or, if the amount of the credit exceeds the tax liability for that year, the excess may be carried forward and applied to the tax liability of the five taxable years following the excess credit year. The credit must be applied to the earliest year for which there is a liability. If there is credit from more than one tax year that is available to offset a liability, the credit accruing first in time is applied first.

## **SALES TAX DEDUCTION**

**What is the sales tax deduction and what is the retailer's role?** Each retailer who makes a qualified sale of building materials to be incorporated into real estate in an enterprise zone established by a county or municipality under the Illinois Enterprise Zone Act by remodeling, rehabilitation or new construction, may deduct receipts from such sales when calculating the tax imposed by this Act. For purposes of this Section, "qualified sale" means a sale of building materials that will be incorporated into real estate as part of a building project for which a Certificate of Eligibility for Sales Tax Exemption has been issued by the Illinois Department of Revenue (IDOR). To document the exemption allowed under this Section, the retailer must obtain from the purchaser a copy of the Certificate of Eligibility for Sales Tax Exemption issued by IDOR. Here is a link to the IDOR bulletin outlining the process for receiving the building material sales tax exemption:

<http://www.revenue.state.il.us/Publications/Bulletins/2013/FY-2013-16.pdf>

**Do all retailers offer a point of sale exemption?** No. Retailers are not required by law to participate. The purchaser must ask the retailer for cooperation on this incentive. Retailers have, however, demonstrated good cooperation throughout the history of this program, as this incentive permits them to give customers a "break" without cost to themselves.

**What qualifies as "building materials" eligible for the sales tax deduction?** Building materials that are eligible for the enterprise zone sales tax deduction include items that are permanently affixed to real property such as lumber, mortar, glued-down carpets, paint, wallpaper and similar affixed items.

## **EZ MACHINERY AND EQUIPMENT SALES TAX EXEMPTION**

### **What is the EZ Manufacturing Machinery and Equipment (M, M & E) Sales Tax Exemption?**

The Revenue Act 35 ILCS 120/1d-1f, as amended allows a business enterprise that is certified by DCEO, that either creates a minimum of 200 full-time equivalent jobs in Illinois; or retains a minimum of 2,000 full-time jobs in Illinois; or which retains 90% of the existing jobs, a 6.25 percent state sales tax exemption on all tangible personal property which is used or consumed within an enterprise zone in the process of manufacturing or assembly of tangible personal property for wholesale or retail sale or lease. This exemption includes repair and replacement parts for machinery and equipment used primarily in the wholesale or retail sale or lease, and equipment, manufacturing fuels, material and supplies for the maintenance, repair or operation of manufacturing, or assembling machinery or equipment.

**How does a business become eligible for the M, M & E Sales Tax Exemption?** To be eligible for this incentive, DCEO must certify that the business has made an investment of at least \$5 million in an enterprise zone and has created a minimum of 200 full-time equivalent jobs in Illinois or has made an investment of at least \$40 million in an enterprise zone and has retained a minimum of 2,000 full-time jobs in Illinois or has made an investment of \$40 million in an enterprise zone and retained 90 percent of the jobs in place on date of certification. A majority of the "jobs created" or "retained" must be in the Enterprise Zone in which the eligible investment is made. A business must submit an application to DCEO documenting the eligible investment and that the job creation or job retention criteria will be met.

**What is an eligible investment?** For purposes of this incentive, eligible investment may be either: 1) investments in qualified property as defined in the Enterprise Zone Investment Tax Credit (described on Page 3 of this publication); or, 2) non-capital and non-routine investments and associated service costs made for the basic construction, renovation or improvement of qualified property including productive capacity, efficiency, product quality or competitive position. Regular maintenance and routine expenditures are not included.

**Are eligible sales limited to the units of government sponsoring the zone?** No. Items eligible for the 6.25 percent state sales tax exemption may be purchased anywhere in Illinois.

**What tangible personal property is eligible for the M, M & E sales tax exemption?** To be eligible for this exemption the tangible personal property **must** be directly used or consumed in the process of manufacturing or assembling tangible personal property for wholesale or retail sale or lease. Examples of this include: repair and replacement parts; hand tools; materials and supplies such as abrasives, acids or lubricants; protective clothing and safety equipment; and, any fuel used for machinery and equipment.

NOTE: The above examples are only exempt to the extent they are used with machinery and equipment that qualifies for the statewide Manufacturing Machinery and Equipment Sales Tax Exemption.

## **UTILITY TAX EXEMPTION**

**What is the Utility Tax Exemption?** The Public Utilities Act 220 ILCS 5/9-222.1, as amended and the Telecommunications Excise Tax Act 35 ILCS 630/2(a)(5), as amended allows a business enterprise that is certified by DCEO, as making an investment in a zone that either creates a minimum of 200 full-time equivalent jobs in Illinois or retains a minimum of 1,000 full-time jobs in Illinois, a 5 percent state tax exemption on gas, electricity and the Illinois Commerce Commission .1 percent administrative charge and excise taxes on the act or privilege of originating or receiving telecommunications. Local units of government may also exempt their taxes on gas, electricity and water.

**How does a business become eligible for the Utility Tax Exemption?** To be eligible for this incentive, DCEO must certify that the business makes an investment of at least \$5 million in an enterprise zone and has created a minimum of 200 full-time equivalent jobs in Illinois or makes an investment of at least \$175 million in an enterprise zone and has created a minimum of 150 full-time equivalent jobs in Illinois or makes an investment of at least \$20 million in an enterprise zone and has retained a minimum of 1,000 full-time jobs in Illinois. A majority of the “jobs created” or “retained” must be in the Enterprise Zone in which the eligible investment is made. A business must submit an application to DCEO documenting the eligible investment and that the job creation or job retention criteria has been met.

**What is an eligible investment?** For purposes of this incentive, eligible investment may be either: 1) investments in qualified property as defined in the Enterprise Zone Investment Tax Credit (described on Page 3 of this publication); or, 2) non-capital and non-routine investments and associated service costs made for the basic construction, renovation or improvement of qualified property including productive capacity, efficiency, product quality or competitive position. Regular maintenance and routine expenditures are not included.

## PROPERTY TAX INCENTIVES

There are two types of property tax incentives related to the Enterprise Zone Program: tax abatement and assessment reduction. Assessment reduction is available in Cook County only.

**What is the enterprise zone property tax abatement incentive?** The Revenue Act 35 ILCS 200/18-170, as amended provides that any taxing district may order the county clerk to abate (that is, to give up) any portion of its taxes on real property, or on any particular class thereof, located within a zone and upon which new improvements have been constructed or upon which existing improvements have been renovated or rehabilitated.

**Are taxes reduced on the current value of property (or on existing improvements)?** No. The abatement applies only to taxes on the increase in assessed value attributable to the new construction, renovation, or rehabilitation. Taxes based on the assessed value of land and existing improvements continue to be extended and collected.

**If property tax abatement is authorized, are new improvements made to property located within a zone assessed?** Yes. By law, every time property is improved, it is reassessed.

**What is the Cook county assessment reduction incentive?** Cook County offers special property tax incentives for property anywhere in the county. However, property in enterprise zones receives special consideration under the Class 6b - Industrial Program. Industrial property in Cook County is generally assessed at 25 percent of market value in the absence of any incentives. For information about the special incentives for improvements to enterprise zone property, contact the Development Incentives Department of the Office of the Cook County Assessor at 312/603-7529.

**Why is this available only in Cook County?** All other counties assess all property at 33 percent of market value. Cook is the only county that classifies property at different assessment rates.

**What is the process for obtaining these incentives?** For tax abatement, contact local zone administrators to find out if abatements are available in their zone. Most of the property tax abatements and the Cook County program require taxpayers to apply or give some formal notice **before** beginning construction. Contact the local zone administrator, and, if applicable, Cook County Assessor as early as possible to assure that eligibility is not denied due to tardy notice.

**How do these incentives affect the multiplier?** They don't. The multiplier or equalization factor is the application of a percentage increase or decrease, generated by the Illinois Department of Revenue, in order to adjust assessment levels in various counties to the same percentage of full value. Multipliers are not affected by the enterprise zone property tax abatement provision or by county assessment reductions.

**Does the abatement of taxes on improvements in an enterprise zone affect the tax rate?** Yes, however in most cases the effect will be marginal. Tax rates depend on the levy (amount of tax revenue the local government is raising) and the size of the tax base (total equalized assessed valuation of the district less homestead exemptions, plus the value of any State assessed property). Under normal circumstances, the tax rate for a district is calculated by dividing the district's tax levy by its tax base. The greater the tax base, the lower the rate needed to generate the amount of the levy.

Under the Enterprise Zone Program, the value of abated property is subtracted from the tax base prior to the calculation of the tax rate. In most cases, the tax base is large enough and the enterprise zone abatements are low enough that the overall effect is negligible.

**How does the enterprise zone property tax abatement provision in 18-170 of the Revenue Act differ from the property tax provision in 18-165?** The enterprise zone provision is broader and more flexible. The enterprise zone property tax abatement:

may be offered on all classes of real property, including commercial, residential and industrial (18-165 abatements are limited to commercial and industrial improvements).

may be offered for any number of years, up to the termination date of zone certification (18-165 abatements cannot exceed 10 years).

may be offered by a taxing district in any amount (the abatement offered under 18-165 limits the aggregated amounts of an abatement offered by all taxing districts to \$4,000,000).

**Can property tax be abated in a tax increment-financing district (TIF)?** Tax increment financing is a financing technique that cities may use to pay for public improvements such as land assemblage, building demolition, utilities, streets, and sidewalks. Property owners in the project area do pay their full share of taxes. Taxes generated by the increase in assessed valuation -- the tax increment -- go into a special allocation fund used to pay the bonds, which financed the public improvement costs. This financing method is not a tool to speculatively prepare for development -- tax increment financing requires an advance commitment by a developer to a project.

Property tax abatement is, however, a tool that is used for development. It is not a financing technique. The Revenue Act provides that any taxing district, upon a majority vote of its governing authority, may order the county clerk to abate any portion of its taxes on improvements made to real property located in a zone. The increase in assessed valuation due to new construction, rehabilitation or renovation is not taxed for the term of the abatement as set by local ordinance.

**A TIF district may be included in the legal description of the zone and consequently be eligible to receive other tax incentives and benefits. However, the Enterprise Zone designating Ordinance pertaining to property tax abatement must be amended to exclude the TIF district from the area eligible for abatement.**

**Am I automatically entitled to 100 percent abatement?** No. Eligibility criteria and abatement formulas are established by local ordinance and vary with the zone. Contact the zone administrator to determine the amount of abatement, the number of years of abatement, and the classes of real property eligible for abatement.

## **TAX INCENTIVE ADMINISTRATION**

**Are tax incentives and other benefits offered on a case-by-case basis?**

No. "Case-by-Case" is contrary to the intent of the Enterprise Zone Act. Tax incentives must be offered uniformly and equitably by class. The local ordinance authorizing tax incentives, such as property tax abatement, extends the incentives automatically through eligibility criteria, such as class of property (i.e., residential, commercial and industrial) and formulas (i.e., percentages and number of years available).

## **ADDITIONAL INFORMATION**

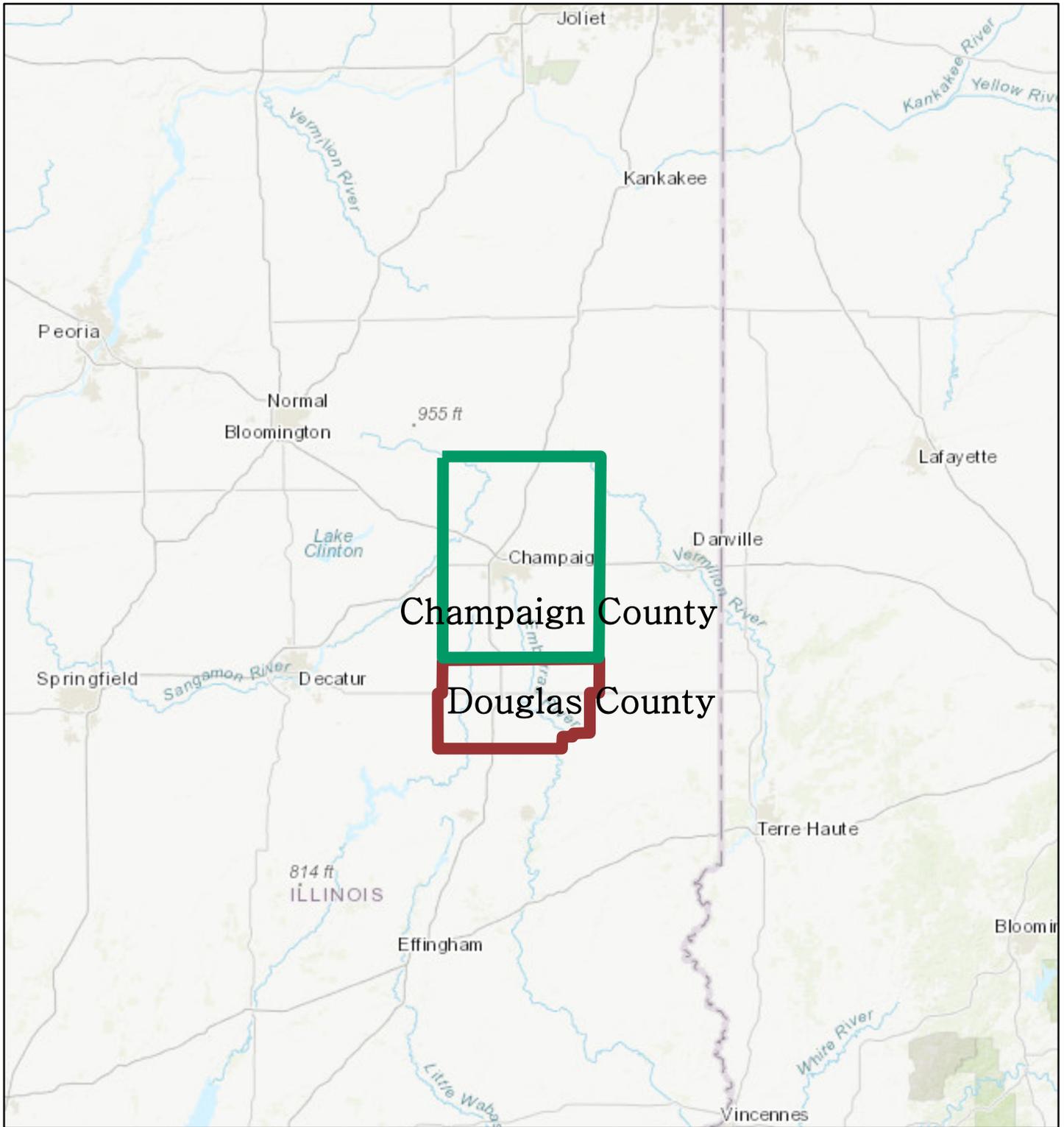
**What other incentives are available?** To learn more about a specific enterprise zone, please contact the local zone administrator. The Department maintains a list of local zone administrators. This list can be found on the Department of Commerce and Economic Opportunity (DCEO) website [http://www.illinoisbiz.biz/dceo/Bureaus/Business\\_Development/Tax+Assistance/Enterprise-Zone.htm](http://www.illinoisbiz.biz/dceo/Bureaus/Business_Development/Tax+Assistance/Enterprise-Zone.htm)

If you would like additional information on how the Department can help small businesses, call DCEO's Business Hotline at 800/252-2923.

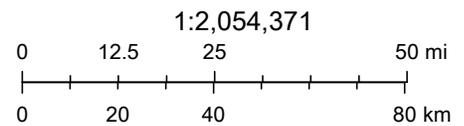
**Where can income tax forms be obtained?** Income tax forms are available from the Illinois Department of Revenue (DOR) at: <http://tax.illinois.gov/taxforms/>

IDOR's toll free number is 800/732-8866.

# Attachment 2: Location Map

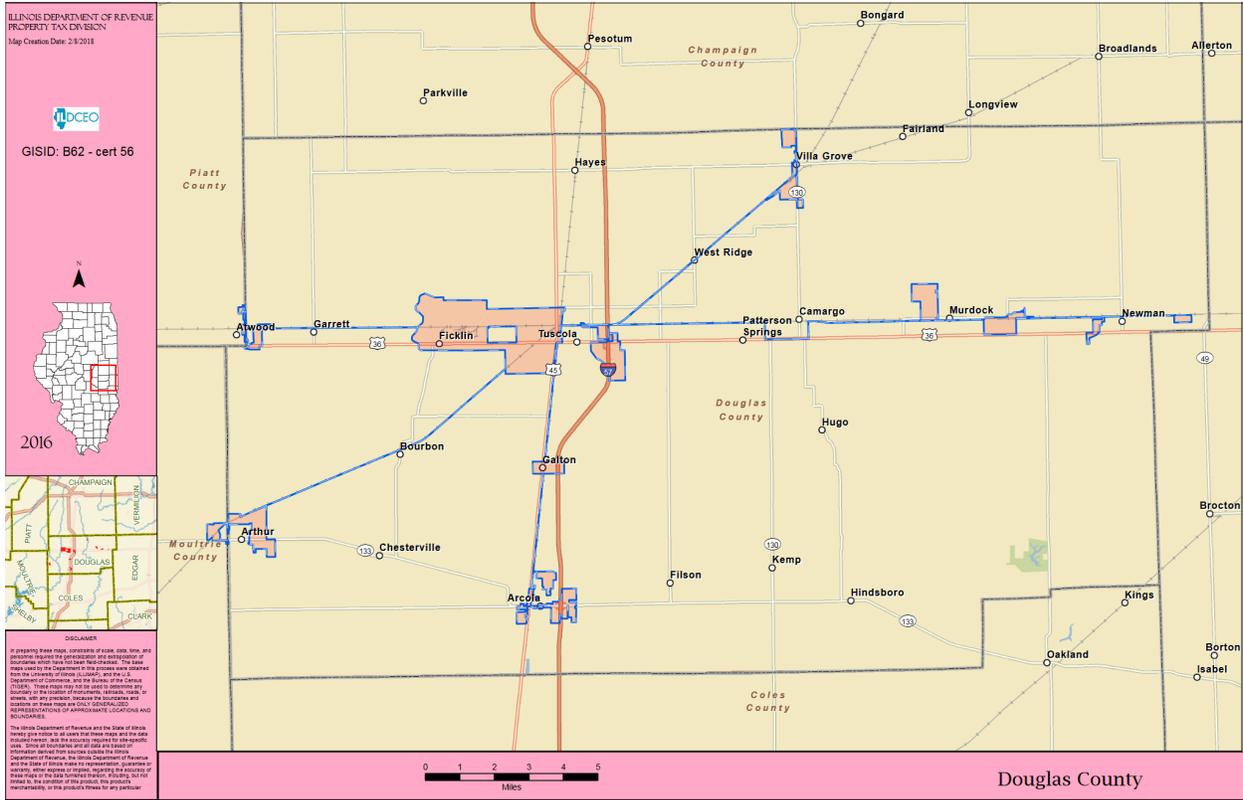


January 6, 2020



Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS

# Attachment 3: Current Douglas County Enterprise Zone Map





# Prairie Solar, LLC

**While helping to diversify Illinois’ power portfolio, Prairie Solar, LLC will convert sunlight into electricity, benefit the local economy, and improve farmland for future generations.**



### Energy from the Sun

In one hour, more energy falls on the earth from the sun than is used by everyone in the world annually.<sup>1</sup>

### Prairie Solar Project Description

On January 10, 2019, Prairie Solar’s Special Use Permit request was approved by the Champaign County Board.

- The project will generate up to 150 MW, enough power for 50,000 homes.
- Panels will be mounted on a single-axis tracking system.
- Project includes an on-site substation.
- The site encompasses approximately 1,275 acres southeast of Sidney, IL.
- 16 participating landowners
- Project will comply with all environmental regulations.

### Local Economic Benefits

Prairie Solar brings new revenue and jobs to the local community<sup>2</sup>.

#### Construction Phase:

- \$250 million total investment
- \$138.5 million estimated local spending
- 18 month construction project
- Over 1.5 million local skilled construction man-hours

#### Operations:

- \$3.65 million estimated annual local spending
- Approximately 15 permanent operations and maintenance jobs for electricians, network and communications technicians, landscapers, and others
- \$737,000 estimated first year property tax revenue to all local taxing bodies<sup>3</sup>:

Champaign County	\$ 94,442.90
Forest Preserve District	\$ 10,082.50
Parkland College	\$ 58,979.90
Tolono CUSD #7	\$348,753.68
Heritage CUSD #8	\$136,519.78
Sidney Fire Protection	\$ 21,800.00
Sidney Township	\$ 24,906.50
Sidney Road and Bridge	\$ 27,522.50
Sidney Permanent Road	\$ 16,099.30

<sup>1</sup>National Renewable Energy Laboratory. *Solar Energy Basics*. <https://www.nrel.gov/workingwithus/re-solar.html>. Retrieved 9 September 2018.

<sup>2</sup>Derived from the Department of Energy – National Renewable Energy Laboratory’s Jobs and Economic Development Impact (JEDI) solar model.

<sup>3</sup>Estimated first year property tax revenue based on most recent available 2017 tax rates.

# Prairie Solar, LLC

**The proposed Prairie Solar development satisfies and in many aspects, exceeds all of the requirements of Champaign County solar ordinance.**

## **Good neighbors**

BayWa r.e. redesigned the project in response to local community input.

- Prairie Solar is located over .5 mile, at its closest point from the village limits of Sidney, separated by railroad tracks.
- A portion of the project falls within the 1.5 mile planning radius area designated by the Village of Sidney as Industrial.
- Prairie Solar is designed below sound limits specified by Champaign County.
- A greater separation and more visual screening from homes than required by the Champaign County solar ordinance is provided by the project design.

## **Good stewards of the land**

Prairie Solar will have no impact on the operations of adjoining farms and will not constitute a permanent conversion of host agricultural land.

- Select native vegetation cover will allow the soil to rest while increasing biodiversity, intensifying organic matter, and preventing soil erosion.
- In cooperation with landowners, project area will be pattern-tiled so as not to disturb drainage in the area.
- The aging main line of the Sidney Drainage District #2 is to be replaced within the project area.

- Prairie Solar LLC will enter into an Agricultural Impact Mitigation Agreement (AIMA) with the Illinois Department of Agriculture addressing preservation of land productivity during construction, operation, and deconstruction of the solar facility.



## **About BayWa r.e.**

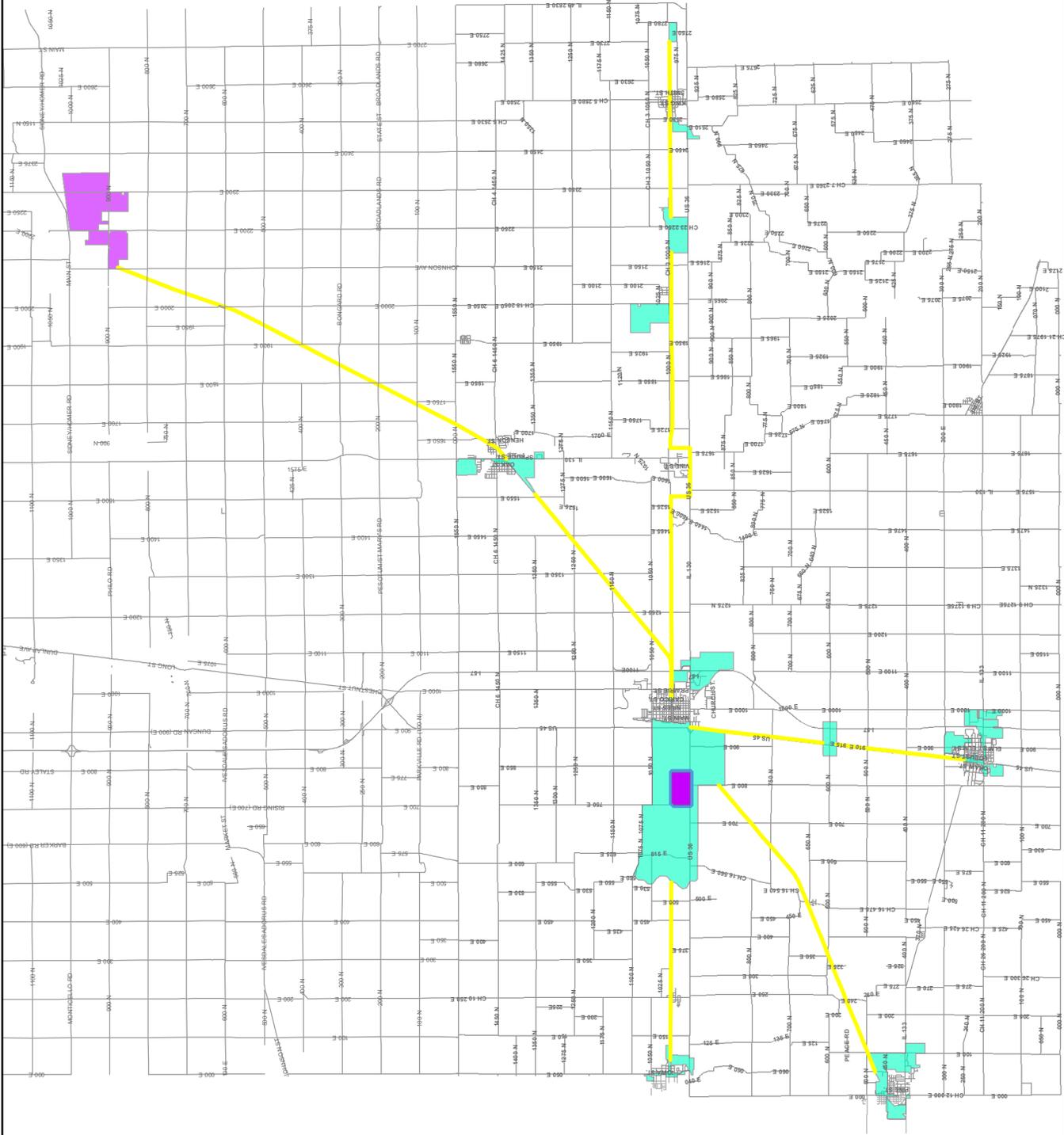
Headquartered in Munich, Germany, BayWa AG, is the parent company of BayWa r.e.

- BayWa AG supplies agricultural products and services from the field to the food processing industry.
- BayWa r.e. is a global renewable energy developer, service supplier, wholesaler and energy solutions provider.
- In more than 20 countries, BayWa r.e. manages and maintains over 5 GW of solar, wind and bioenergy assets.



### **For more information contact:**

Brandon Reinhardt, Senior Development Manager, at 916-532-9565 or [brandon.reinhardt@baywa-re.com](mailto:brandon.reinhardt@baywa-re.com)



Enterprise Zone Map - Updated  
 Zone and Connector Route  
 November 20, 2019  
 Douglas County, IL  
 Highway Department  
 GIS Division

Projection: Transverse Mercator  
 State Plane Illinois East  
 NAD 1983



**NOTE: Current Enterprise Zone Area = 12.02 Sq Miles**  
**Sidney Project Adds 2.54 Sq Miles**  
**Cronus Project Adds 0.39 Sq Miles**  
**Total Area = 14.95 Sq Miles**

- Connectors
- Current Enterprise Zone
- Sidney and Cronus Additions

## Use Tax and "Local" Use Tax Local Governments

### Statutory Reference

- [35 ILCS 105/1, et seq.](#)

### What is use tax?

Use tax is a tax imposed on the privilege of using, in Illinois, any item of tangible personal property that is purchased anywhere at retail.

### Who must pay their own use tax?

The tax is imposed on the user of the tangible personal property that is purchased at retail.

### Do consumers pay their own use tax?

In some cases, they do. However, in most instances, registered retailers act as the collectors of this use tax and pay the tax to us when they file their monthly sales tax return.

### What are some examples of use tax liability?

This liability may result when

- out-of-state vendors make retail sales to Illinois businesses or consumers;
- Illinois consumers purchase tangible personal property at retail from out-of-state, unregistered retailers for use in Illinois without paying tax to the retailer; or
- Illinois businesses withdraw tangible personal property from their sales inventories for their own use. In this instance, at the time the item was purchased, the business did not pay tax to the vendor because it purchased the item for resale purposes.

### What is the use tax rate?

The use tax rate is 6.25 percent on purchases of general merchandise including automobiles and other items that must be titled or registered. The use tax rate is 1 percent on purchases of qualifying food, drugs, and medical appliances\*.

### Do you share in this tax?

Yes. Twenty percent of the collections for general merchandise and 100 percent of the collections on qualifying food, drugs, and medical appliances\* is returned to local governments.

### How is use tax distributed?

The law requires specific distribution for specific types of transactions.

Tax on tangible personal property that is purchased outside Illinois but is titled and registered with an Illinois address is allocated to the municipal and/or county governments in which the title address is located.

**Example:** A vehicle is purchased from a retailer outside Illinois but is titled and registered to an Illinois owner who resides within the corporate limits of Dawson, a city located in Sangamon County. The vehicle was purchased for \$10,000. Tax of 6.25 percent, totaling \$625 is due. The entire \$625 tax was collected and paid. Of this amount, the state receives 80 percent (\$500), Dawson receives 16 percent (\$100), and Sangamon County receives 4 percent (\$25).

If the address for titling or registration was in an unincorporated area of the county, the Sangamon County government would have received the 16-percent portion as well as the 4-percent portion.

The 16-percent portion of use tax collected on the sale of items that are titled or registered is included in the municipal or county government's sales tax distribution each month. This warrant is labeled MT CT 1.0%. The 4-percent portion of the use tax on this type of transaction is included in the county government's sales tax distribution each month. It is commonly referred to as the County Supplemental Tax. This warrant is labeled CST.

Use tax on general merchandise transactions is 6.25 percent. It can be paid by registered Illinois retailers, registered out-of-state retailers, or, in certain situations, by individuals on Form ST-44, Illinois Use Tax Return.

**Example:** An out-of-state registered supplier ships office supplies to an Illinois manufacturer and collects and pays \$6,250 tax. Of this amount, 80 percent (\$5,000) is allocated to the state, and 20 percent (\$1,250) is deposited into the State and Local Sales Tax Reform Fund for distribution.

**Example:** An individual vacations in Europe and purchases \$1,000 worth of merchandise on which no tax is paid. Upon returning home, the individual files Form ST-44, Illinois Use Tax return and pays the \$62.50 tax due. Of this amount, 80 percent (\$50.00) is allocated to the state, and 20 percent (\$12.50) is deposited into the State and Local Sales Tax Reform Fund for distribution.

Use tax on qualifying food, drugs, and medical appliances\* is 1 percent.

**Example:** A grocer removes \$1,000 worth of food from his shelves for donation to a local charity. Use tax of 1 percent (which totals \$10.00) is paid. One hundred percent of this amount is deposited into the State and Local Sales Tax Reform Fund for distribution.

Each month, the State and Local Sales Tax Reform Fund is distributed as listed below:

- 20 percent is distributed to Chicago
- 10 percent is distributed to the Regional Transportation Authority (RTA)
- 0.6 percent is distributed to the Metro-East Mass Transit District (MED)
- \$3.15 million is distributed to the Build Illinois Fund

The remaining balance of the State and Local Sales Tax Reform Fund is distributed to municipal and county governments (except Chicago) based on each

one's population in proportion to the total state population. The population figures are determined on the basis of the latest census conducted by the United States Bureau of the Census and certified by the Office of the Secretary of State. This portion is commonly referred to as the "local use tax."

**Do you receive interest on this fund?**

No, this distribution is a state revenue-sharing fund, and interest is not applicable. Interest is distributed only on those taxes that are locally imposed.

\*(86 Ill. Adm. Code 130.310)

**Local Economic Impact of the State of Illinois' Abatement of Use Tax**

Example

Total cost of Building Materials	\$120,000,000.00
Use Tax	x .0625
Total Use Tax Collected	\$7,500,000.00

80% of the Use Tax is allocated to the State.

20% of the Use Tax collected is deposited in the State and Local Sales Tax Reform Fund.

State Allocation:

$$\$7,500,000 \times .80 = \$6,000,000.0$$

**State and Local Sales Tax Reform Fund:**

$$\$7,500,000 \times .20 = \$1,500,000.0$$

The State and Local Tax Reform Fund portion is distributed as listed below:

20% is distributed to Chicago  $\$ 1,500,000 \times .20 = \$ 300,000$

30% is distributed to the Regional Transportation Authority (RTA)  $\$ 1,500,000 \times .30 = \$ 450,000$

0.6% is distributed to the Metro-East Mass Transit District (MED)  $\$ 1,500,000 \times 0.6\% = \$ 90,000$

Plus a miniscule portion is distributed to the Build Illinois Fund totalling \$3.15 million

Balance (\$660,000) is distributed to municipal and county governments based on population in proportion to total downstate population 10,180,369

$$\$660,000 \text{ divided by } 10,180,369 = \$0.06 \text{ per person}$$

**Based on the State and Local Tax Reform Fund - if rural Champaign County has approximately 50,000 residents, the economic impact of the Use Tax from the Prairie Solar project would be approximately \$3,000.**

Source:

"Use Tax and "Local" Use Tax Local Governments", Illinois Department of Revenue, <https://www2.illinois.gov/rev/localgovernments/Pages/usetax.aspx> Retrieved 12/08/2019



Additional PINs for enterprise zone covering properties within the Village of Arthur corporate limits and located within Moultrie County along south Vine Street:

03-03-25-423-001	03-03-25-423-002	03-03-25-429-005	03-03-25-434-004
03-03-25-423-004	03-03-25-423-011	03-03-25-429-008	
03-03-25-423-005	03-03-25-423-006	03-03-25-429-006	
03-03-25-423-008	03-03-25-429-004	03-03-25-429-007	

Additional PINs for the enterprise zone connecting Union Pacific railroad right-of-way corridor to parcels within corporate limits of the Village of Arthur and Moultrie county. These parcels are located on the north side of the Union Pacific railroad right-of-way:

03-03-25-409-013	03-03-25-408-001
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Additional PINs for the enterprise zone connecting Union Pacific railroad right-of-way corridor to parcels within corporate limits of the Village of Arthur and Moultrie county. Located north of the Union Pacific railroad and connected by Beech Street and Progress Street:

03-03-25-409-013	03-03-25-407-001	03-03-25-407-007	03-03-25-411-003	03-03-25-409-011
03-03-25-411-002	03-03-25-415-007	03-03-25-406-018	03-03-25-406-014	03-03-25-415-006
03-03-25-407-008	03-03-25-415-015	03-03-25-406-010	03-03-25-425-010	03-03-25-406-017
03-03-25-409-012	03-03-25-409-010	03-03-25-406-021	03-03-25-425-011	03-03-25-406-019
03-03-25-415-010	03-03-25-415-014	03-03-25-406-216	03-03-25-411-001	03-03-25-406-008
03-03-25-406-020				

The enterprise zone includes PIN 03-03-25-406-016 which connects to a three foot connecting strip running along State Highway 133 and connects to additional parcels in the Village of Arthur corporate limits and in Moultrie County including PINs:

03-03-36-211-003	03-03-36-211-002	03-03-36-211-004
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This concludes the listing of parcels comprising the Douglas County Enterprise Zone.

The total square mileage of the enterprise zone area is 13.97 square miles.

This completes the legal description for the Douglas County Enterprise Zone.

Additional PINS for the enterprise zone in the Village of Atwood and Piatt County connecting the downtown area along North Main Street to Magnolia Avenue:

07-00-04-000-205-00	07-00-04-000-200-00	07-00-04-000-195-00	07-00-04-000-216-00	07-00-04-000-210-00
07-00-04-000-203-00	07-00-04-000-199-00	07-00-04-000-218-00	07-00-04-000-212-00	07-00-04-000-209-00
07-00-04-000-204-00	07-00-04-000-198-00	07-00-04-000-217-00	07-00-04-000-211-00	07-00-04-000-208-00

Additional PINs for the enterprise zone in the Village of Atwood and Piatt County connecting by a 3-foot strip of Magnolia Avenue running from 07-00-04-000-208-00 at the intersection of Main Street and Magnolia Avenue to 07-00-04-000-170-01 (Harris Electric) on west Magnolia Avenue:

07-25-16-006-022-11	07-00-04-000-280-02	07-00-04-000-280-03	07-00-04-000-280-04	07-00-04-000-280-01
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Additional PINs for the enterprise zone in the Village of Atwood and Piatt County connected to south side of Magnolia Avenue:

07-00-04-000-170-00	07-00-04-000-172-00	07-00-04-000-173-00	07-00-04-000-173-003
07-00-04-000-171-00	07-00-04-000-173-01		07-00-04-000-173-003

**Properties in Moultrie County and connected to the enterprise zone located within the corporate limits of the Village of Arthur.**

Additional PINs for the enterprise zone covering properties within the Village of Arthur corporate limits and located in Moultrie County. These parcels connect from the south to the Union Pacific railroad right-of-way connecting corridor. The Union Pacific railroad right-of-way connecting corridor runs into Village of Arthur from the east through Bourbon Township and exits the southwest side of the village. These properties are connected to the Union Pacific railroad right-of-way in the village:

03-03-25-409-013	03-03-25-409-006	03-03-25-409-002	03-03-25-409-004	03-03-25-409-003
03-03-25-414-001	03-03-25-414-014	03-03-25-414-015	03-03-25-419-002	03-03-25-414-004
03-03-25-414-013	03-03-25-414-012	03-03-25-414-014	03-03-25-414-003	03-03-25-419-003
03-03-25-419-004	03-03-25-419-009	03-03-25-419-008		

(continued)

Additional PINs for the enterprise zone covering additional railroad within various corporate limits not otherwise listed:

0131504001	0234504001	0334504002	0730104999	1404439003
0133504002	0234504002	0335504001	0730303998	1404501001
0136504001	0310503003	0631504001	0730303999	1404501002
0234503001	0333504002	0631504002	0730503001	
0234503002	0334504001	0712503001	0730503002	

**Properties in Piatt County and connected to the enterprise zone located within the corporate limits of the Village of Atwood.**

Additional PINs for the enterprise zone covering properties within the Village of Atwood corporate limits and located within Piatt County:

07-00-04-000-031	07-00-04-000-024	07-00-04-000-028	07-00-04-000-022	07-00-04-000-018
07-00-04-000-029	07-00-04-000-025	07-00-04-000-030	07-00-04-000-023	07-00-04-000-020
07-00-04-000-027	07-00-04-000-026	07-00-04-000-033	07-00-04-000-021	07-00-04-000-019
07-00-04-000-014	07-00-04-000-015	07-00-04-000-017		

Additional PINs for the enterprise zone that are connected by the CSX Transportation railroad right-of way corridor passing east to west through the corporate limits of the Village of Atwood in Piatt County and connect the Village of Atwood to Garrett Township properties:

16-36-502-004	16-36-502-003
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Additional PINs for the enterprise zone are these parcels in downtown Atwood connecting parcels in the Village of Atwood in Piatt County to the CSX Transportation railroad right-of-way connecting corridor through the Village of Atwood:

07-00-04-000-089-01	07-00-04-000-087-00	07-00-04-000-075-00	07-00-04-000-067-00
07-00-04-000-089-00	07-00-04-000-087-01	07-00-04-000-074-00	07-00-04-000-068-00
07-00-04-000-092-00	07-00-04-000-088-00	07-00-04-000-071-00	07-00-04-000-066-00
07-00-04-000-090-00	07-00-04-000-076-00	07-00-04-000-072-00	07-00-04-000-063-00
07-00-04-000-091-00	07-00-04-000-076-01	07-00-04-000-070-00	07-00-04-000-062-00
07-00-04-000-087-02	07-00-04-000-075-00	07-00-04-000-069-00	07-00-04-000-063-00

(continued)

Additional PINs for the enterprise zone include the following CSX Transportation railroad right-of-way in Newman Township which connects property in the Murdock Township to property within the City of Newman corporate limits:

0531504002	0436504001
0435504001	0436504002
0435504002	0531504001

Additional PINs for the enterprise zone covering properties within the City of Newman are connected to the previous parcels by the CSX Transportation railroad right-of-way connecting corridor:

07-12-05-100-022	07-12-05-100-030
07-12-05-100-028	07-12-05-100-031

Additional PINs for the enterprise zone include the following CSX Transportation railroad parcels connecting corridor properties on east side of the City of Newman to properties in east Newman Township:

0632504001
0632504002
0633504001

PINs for the enterprise zone covering properties in Newman Township to east of the City of Newman corporate boundaries connected to the enterprise zone by the CSX Transportation railroad connecting corridor:

07-04-35-100-007	07-05-31-400-009	07-06-33-300-004	07-12-05-100-026
07-05-31-400-002	07-05-31-400-010	07-12-05-100-023	
07-05-31-400-008	07-06-33-300-002	07-12-05-100-025	

Additional PINs for the enterprise zone covering railroad properties outside any corporate limits not otherwise listed:

0125300999	0136504003	0235300999
0131504002	0233501001	0235503001
0132504002	0234501001	0729503001

(continued)

Additional PINs for the enterprise zone including the following properties adjacent to the CSX Transportation railroad right-of-way connecting corridor located in the Village of Camargo and Camargo Township:

04-03-34-400-003	04-03-34-409-001	04-03-34-404-001	04-03-34-404-011	04-03-34-411-012
04-03-34-404-018	04-03-34-409-002	04-03-34-404-002	04-03-34-404-012	04-03-34-411-013
04-03-34-404-019	04-03-34-409-005	04-03-34-404-003	04-03-34-404-013	04-03-34-411-014
04-03-34-404-020	04-03-34-409-006	04-03-34-404-004	04-03-34-404-014	04-03-34-411-015
04-03-34-404-021	04-03-34-410-001	04-03-34-404-005	04-03-34-404-015	04-03-34-411-016
04-03-34-407-001	04-03-34-411-001	04-03-34-404-006	04-03-34-411-005	04-03-34-411-017
04-03-34-407-002	04-03-34-411-002	04-03-34-404-007	04-03-34-411-007	04-03-34-411-018
04-03-34-407-004	04-03-34-411-003	04-03-34-404-008	04-03-34-411-008	04-03-34-411-019
04-03-34-407-005	04-03-10-400-006	04-03-34-404-009	04-03-34-411-009	
04-03-34-407-006	04-03-34-403-001	04-03-34-404-010	04-03-34-411-011	

Additional PINs for the enterprise zone include the following properties of CSX Transportation railroad right-of-way parcels in Camargo Township which connects the Village of Camargo to Murdock Township:

0336504001
0336504002
0335504002

Additional PINs for the enterprise zone include the following properties along the CSX Transportation railroad right-of-way connecting east Camargo Township to west Murdock Township:

0431504001	0432504002	0433504001	06-04-32-400-001	06-04-32-200-003
0431504002	0434504001	0433504002	06-04-32-401-001	06-04-32-200-002
0432504001	0434504002	06-04-29-400-007	06-04-32-401-007	06-04-32-200-001
07-04-33-300-002				

Additional PINs for the enterprise zone covering properties located in Murdock Township adjacent to the CSX Transportation railroad right-of-way connecting corridor:

06-04-34-300-004
06-04-34-400-008
06-04-34-400-009

Previously listed parcels connect the following additional PINs for the enterprise zone covering properties in the corporate limits of the City of Villa Grove:

04-03-03-200-011	04-03-10-209-001	04-03-10-214-004	04-03-10-220-002	04-03-10-226-007
04-03-03-200-014	04-03-10-209-002	04-03-10-214-005	04-03-10-220-003	04-03-10-226-010
04-03-03-400-061	04-03-10-209-003	04-03-10-214-006	04-03-10-220-004	04-03-10-226-011
04-03-03-418-001	04-03-10-209-006	04-03-10-214-007	04-03-10-220-005	04-03-10-234-006
04-03-03-418-002	04-03-10-209-007	04-03-10-214-011	04-03-10-220-006	04-03-10-400-004
04-03-03-418-003	04-03-10-209-009	04-03-10-214-015	04-03-10-220-013	04-03-10-400-007
04-03-03-418-004	04-03-10-209-010	04-03-10-214-016	04-03-10-220-014	04-03-14-101-001
04-03-03-418-005	04-03-10-209-011	04-03-10-214-017	04-03-10-220-016	04-03-14-101-002
04-03-03-418-006	04-03-10-209-012	04-03-10-214-018	04-03-10-220-017	04-03-14-101-003
04-03-03-418-007	04-03-10-209-013	04-03-10-215-001	04-03-10-220-019	04-03-14-101-004
04-03-03-419-002	04-03-10-210-001	04-03-10-215-002	04-03-10-220-021	04-03-14-101-005
04-03-10-204-001	04-03-10-210-005	04-03-10-215-003	04-03-10-220-022	04-03-14-101-007
04-03-10-204-002	04-03-10-210-008	04-03-10-215-004	04-03-10-220-023	04-03-14-101-008
04-03-10-204-003	04-03-10-210-009	04-03-10-215-005	04-03-10-221-001	04-03-14-102-001
04-03-10-204-004	04-03-10-210-012	04-03-10-215-006	04-03-10-221-002	04-03-14-102-002
04-03-10-204-005	04-03-10-210-013	04-03-10-215-007	04-03-10-221-005	04-03-14-102-003
04-03-10-204-006	04-03-10-210-016	04-03-10-215-008	04-03-10-221-006	04-03-14-102-004
04-03-10-204-007	04-03-10-210-017	04-03-10-215-009	04-03-10-221-008	04-03-34-220-006
04-03-10-205-001	04-03-10-210-018	04-03-10-215-011	04-03-10-221-009	04-03-34-220-007
04-03-10-205-002	04-03-10-210-022	04-03-10-215-012	04-03-10-221-010	04-03-34-221-003
04-03-10-205-005	04-03-10-214-001	04-03-10-215-013	04-03-10-221-011	04-03-34-221-004
04-03-10-205-006	04-03-10-214-002	04-03-10-215-016	04-03-10-221-014	04-03-34-400-006
04-03-10-205-007	04-03-10-214-003	04-03-10-220-001	04-03-10-221-015	

Additional PINs for the enterprise zone include the following properties along the CSX Transportation railroad right of way which connect properties in Tuscola Township to Camargo Township and to the Village of Camargo:

0332504001	0335504002
0332504002	0333504003

(continued)

Additional PINs for enterprise zone include the following properties as a connecting strip running northeast along the Union Pacific railroad right-of-way in Tuscola Township connecting properties in the City of Tuscola to Camargo Township:

0235503002	0236503001	0330503003
0235503003	0225503002	0319503001
0235503004	0225503001	0330503002

Additional PINs for the enterprise zone include the following properties in Camargo Township connected to the Union Pacific railroad right-of-way which connects to properties on the southwest edge of the City of Villa Grove corporate limits:

04-03-10-400-001	04-03-10-400-008
04-03-10-400-003	04-03-10-400-011
04-03-10-400-005	

Additional PINs for the Union Pacific railroad right-of-way which are a connecting strip from property in Camargo Township to the west with properties in the City of Villa Grove corporate limits:

0320503003	0317503001	0316503003	0310503002
0320503001	0316503001	0315503001	
0320503002	0316503002	0310503001	

(continued)

Properties in the within the Village of Arthur are connected to the enterprise zone by a connecting strip along the Union Pacific railroad right of way running east to west through the Village of Arthur. Additional PINs for the enterprise zone covering properties in the Village of Arthur corporate limits connected via this connecting strip:

02-07-30-000-003	02-07-30-103-007	02-07-30-105-006	02-07-30-109-004	02-07-30-306-010
02-07-30-100-003	02-07-30-103-008	02-07-30-106-002	02-07-30-109-006	02-07-30-306-017
02-07-30-100-006	02-07-30-103-009	02-07-30-106-003	02-07-30-110-004	02-07-30-306-022
02-07-30-100-008	02-07-30-104-003	02-07-30-106-006	02-07-30-301-001	02-07-30-306-023
02-07-30-100-014	02-07-30-104-006	02-07-30-106-008	02-07-30-301-002	02-07-30-314-001
02-07-30-100-015	02-07-30-104-007	02-07-30-106-009	02-07-30-301-003	02-07-30-314-002
02-07-30-100-016	02-07-30-104-019	02-07-30-106-010	02-07-30-302-001	02-07-30-314-003
02-07-30-100-017	02-07-30-104-020	02-07-30-107-001	02-07-30-302-003	02-07-30-314-004
02-07-30-100-018	02-07-30-104-022	02-07-30-107-002	02-07-30-302-004	02-07-30-314-005
02-07-30-100-021	02-07-30-104-024	02-07-30-107-003	02-07-30-302-005	02-07-30-314-008
02-07-30-100-024	02-07-30-104-025	02-07-30-107-004	02-07-30-302-006	02-07-30-314-017
02-07-30-100-025	02-07-30-104-027	02-07-30-107-005	02-07-30-303-001	02-07-30-314-018
02-07-30-100-026	02-07-30-104-029	02-07-30-107-006	02-07-30-303-002	02-07-30-400-002
02-07-30-100-027	02-07-30-104-031	02-07-30-107-007	02-07-30-303-005	02-07-30-400-007
02-07-30-100-028	02-07-30-104-032	02-07-30-108-001	02-07-30-303-006	02-07-30-400-008
02-07-30-100-029	02-07-30-104-033	02-07-30-108-004	02-07-30-304-001	02-07-31-200-012
02-07-30-100-030	02-07-30-104-034	02-07-30-108-005	02-07-30-304-002	02-07-31-200-015
02-07-30-100-031	02-07-30-104-035	02-07-30-108-006	02-07-30-304-003	02-07-31-200-017
02-07-30-100-032	02-07-30-104-038	02-07-30-108-008	02-07-30-304-004	02-07-31-200-018
02-07-30-100-033	02-07-30-104-039	02-07-30-108-009	02-07-30-304-005	02-07-31-200-030
02-07-30-100-034	02-07-30-104-040	02-07-30-108-010	02-07-30-305-001	02-07-31-200-031
02-07-30-100-035	02-07-30-104-040	02-07-30-108-012	02-07-30-305-002	02-07-31-200-046
02-07-30-103-001	02-07-30-104-041	02-07-30-108-013	02-07-30-305-003	02-07-31-200-049
02-07-30-103-002	02-07-30-105-003	02-07-30-108-014	02-07-30-305-004	02-07-31-200-050
02-07-30-103-003	02-07-30-105-003	02-07-30-108-015	02-07-30-305-005	08-10-12-100-011P
02-07-30-103-004	02-07-30-105-004	02-07-30-109-001	02-07-30-306-003	
02-07-30-103-005	02-07-30-105-004	02-07-30-109-002	02-07-30-306-004	
02-07-30-103-006	02-07-30-105-005	02-07-30-109-003	02-07-30-306-007	

Additional PINs for the enterprise zone includes the following CSX Transportation railroad right-of-way which connects enterprise zone property in the City of Tuscola and Tuscola Township to the northeast with properties in Camargo Township:

0331504001	0235504002
0331504002	0236504002
0235504001	0236504001

Additional PINs connected to the above listed parcels for the enterprise zone covering properties located within the Village of Atwood:

05-01-31-101-001	05-01-31-103-023	05-01-31-110-013	05-01-31-301-009	05-01-31-313-019
05-01-31-101-003	05-01-31-106-001	05-01-31-110-014	05-01-31-301-010	05-01-31-313-020
05-01-31-101-004	05-01-31-106-002	05-01-31-110-015	05-01-31-301-011	05-01-31-313-023
05-01-31-101-005	05-01-31-106-003	05-01-31-110-016	05-01-31-305-001	05-07-06-200-005
05-01-31-101-006	05-01-31-106-004	05-01-31-110-017	05-01-31-305-002	05-07-06-200-006
05-01-31-101-017	05-01-31-106-005	05-01-31-110-018	05-01-31-305-003	05-07-06-200-008
05-01-31-101-018	05-01-31-106-006	05-01-31-110-019	05-01-31-305-015	05-07-06-200-009
05-01-31-103-001	05-01-31-106-013	05-01-31-113-004	05-01-31-305-016	05-07-06-200-010
05-01-31-103-002	05-01-31-110-001	05-01-31-114-003	05-01-31-309-001	05-07-06-200-013
05-01-31-103-003	05-01-31-110-004	05-01-31-114-004	05-01-31-309-002	05-07-06-200-015
05-01-31-103-004	05-01-31-110-005	05-01-31-114-005	05-01-31-309-003	05-07-06-200-016
05-01-31-103-005	05-01-31-110-006	05-01-31-300-010	05-01-31-313-009	05-07-06-200-018
05-01-31-103-007	05-01-31-110-007	05-01-31-301-001	05-01-31-313-010	05-07-06-200-019
05-01-31-103-008	05-01-31-110-010	05-01-31-301-007	05-01-31-313-015	05-07-06-200-027
05-01-31-103-009	05-01-31-110-011	05-01-31-301-008	05-01-31-313-018	05-07-06-200-028

Additional PIN for the enterprise zone including the following parcel in Garrett Township along the Union Pacific railroad connecting properties in southwest Tuscola Township to properties in northeast Bourbon Township: 712503001

Additional PINs for the enterprise zone including the following parcels in Bourbon Township along the Union Pacific railroad right-of-way connecting the above property in Garrett Township to properties with the Village of Arthur corporate limits:

0721503001	0729503001	0721503003	0715503001	0722503001
0714503002	0720503001	0722503002	0714503001	0720503002
0730503003	0721503002	0714503004	0713503002	0713503001

Additional PINs for the enterprise zone covering properties within Bourbon Township and connected to the enterprise zone by the Union Pacific railroad right-of-way but located to the east of the Village of Arthur corporate limits:

02-07-30-200-004	02-07-30-200-014	02-07-30-200-025	02-07-31-200-028	02-07-32-100-008
02-07-30-200-007	02-07-30-200-015	02-07-30-200-026	02-07-31-200-029	02-07-32-100-009
02-07-30-200-008	02-07-30-200-017	02-07-30-400-004	02-07-31-200-032	
02-07-30-200-009	02-07-30-200-021	02-07-30-400-009	02-07-31-200-032	
02-07-30-200-010	02-07-30-200-022	02-07-30-400-010	02-07-31-200-032	
02-07-30-200-011	02-07-30-200-024	02-07-30-400-011	02-07-31-200-042	

Additional PINs in Garrett Township connecting to the connecting strip of the CSX Transportation railroad right-of-way to the enterprise zone and running adjacent to the east border of the Village of Atwood corporate limits:

05-01-25-300-002	05-01-25-400-003	05-01-31-300-012	05-01-36-200-009	05-01-36-401-009
05-01-25-300-003	05-01-25-400-005	05-01-35-400-012	05-01-36-200-010	05-01-36-401-009
05-01-25-300-004	05-01-25-400-006	05-01-35-400-015	05-01-36-300-002	05-01-36-401-010
05-01-25-300-005	05-01-25-400-007	05-01-36-100-001	05-01-36-300-005	05-01-36-401-010
05-01-25-300-006	05-01-25-400-008	05-01-36-100-002	05-01-36-300-006	05-01-36-403-006
05-01-25-300-007	05-01-31-100-003	05-01-36-100-010	05-01-36-300-006	05-01-36-403-006
05-01-25-300-008	05-01-31-100-004	05-01-36-100-010	05-01-36-300-007	05-01-36-403-006
05-01-25-300-009	05-01-31-300-004	05-01-36-100-011	05-01-36-300-008	05-07-01-200-001
05-01-25-300-010	05-01-31-300-005	05-01-36-200-006	05-01-36-400-001	
05-01-25-300-011	05-01-31-300-007	05-01-36-200-007	05-01-36-401-009	
05-01-25-300-012	05-01-31-300-011	05-01-36-200-008	05-01-36-401-009	

Additional PINs for the enterprise zone including the following parcels connected by the CSX Transportation railroad right-of-way connecting properties in Garrett Township to parcels located within the corporate limits of the Village of Atwood:

0135504004	0133504004	0135504001	0132504002	0131504003
0136504002	0134504003	0134504001	0131504004	
0134504002	0135504002	0132504004	0132504003	
0136504004	0134504004	0133504003	0132504001	

(continued)

PINs for the enterprise zone covering properties in Tuscola Township located outside the City of Tuscola corporate boundaries and connected to previously listed parcels within the corporate limits of the City of Tuscola:

09-02-30-300-002	09-02-32-100-005	09-02-33-300-004	09-08-02-200-045	09-08-05-100-009
09-02-30-400-001	09-02-32-100-006	09-02-33-300-005	09-08-02-200-046	09-08-05-100-010
09-02-31-100-005	09-02-32-100-007	09-02-33-400-005	09-08-03-100-002	09-08-05-100-011
09-02-31-200-001	09-07-32-200-001	09-02-33-400-007	09-08-03-100-003	09-08-05-200-001
09-02-31-200-002	09-02-32-200-002	09-02-33-400-008	09-08-03-100-007	09-08-05-200-002
09-02-31-300-005	09-02-32-300-009	09-02-33-400-009	09-08-03-100-008	09-08-05-200-003
09-02-31-300-005	09-02-32-400-004	09-02-34-000-001	09-08-03-100-009	09-08-05-200-015
09-02-31-400-001	09-02-32-400-005	09-02-34-100-001	09-08-04-100-001	09-08-06-100-009
09-02-31-400-001	09-02-33-100-001	09-02-34-100-004	09-08-04-100-006	09-08-06-100-010
09-02-31-400-002	09-02-33-100-002	09-02-34-100-005	09-08-04-200-001	09-08-06-100-011
09-02-31-400-003	09-02-33-100-003	09-02-35-300-004	09-08-04-200-001	09-08-06-200-002
09-02-31-400-004	09-02-33-100-004	09-02-35-300-007	09-08-04-200-003	09-08-06-200-007
09-02-31-400-004	09-02-33-200-001	09-02-35-300-033	09-08-04-200-004	09-08-06-200-013
09-02-32-100-001	09-02-33-200-004	09-02-35-300-036	09-08-04-200-006	09-08-06-200-014
09-02-32-100-002	09-02-33-300-001	09-02-35-300-037	09-08-05-100-001	
09-02-32-100-004	09-02-33-300-001	09-08-02-200-002	09-08-05-100-004	

Additional PINs for the enterprise zone include the following connecting strip parcels of the CSX Transportation railroad right-of-way in Tuscola Township which connect the west side of the corporate limits of the City of Tuscola running west to Garrett Township:

0807503002	0806503001	0805503003	0233503001
0807503001	0805503001	0804503001	0233503002
0807503003	0805503002	0804503002	

Additional PINs for the enterprise zone include the following connecting strip parcels of the CSX Transportation railroad right-of-way in Tuscola Township to Garrett Township:

0233504001	0232504004	0232504001
0231504001	0232504002	0233504002
0231504002	0232504003	0234501002

(continued)

Additional PINs for the enterprise zone include the following connecting strip parcels along the Canadian National railroad right-of-way as connecting properties from Arcola Township at the unincorporated area of Galton to property within the City of Tuscola corporate limits:

0810501001	0803501003
0810501002	0803501002
0803501001	

Additional PINs for the enterprise zone covering property within the City of Tuscola that are connected to the previous properties by the Union Pacific railroad right-of-way:

09-02-34-101-001	09-02-34-127-001	09-02-34-317-001	09-02-34-405-003	09-08-02-200-028
09-02-34-101-002	09-02-34-132-001	09-02-34-317-002	09-02-34-405-005	09-08-02-200-029
09-02-34-101-003	09-02-34-132-002	09-02-34-317-003	09-02-34-405-005	09-08-02-200-030
09-02-34-101-004	09-02-34-132-003	09-02-34-317-004	09-02-34-405-005	09-08-02-200-031
09-02-34-106-001	09-02-34-132-004	09-02-34-323-005	09-02-34-438-001	09-08-02-200-032
09-02-34-106-002	09-02-34-132-007	09-02-34-323-006	09-02-34-438-001	09-08-02-200-033
09-02-34-106-003	09-02-34-137-005	09-02-34-323-007	09-02-35-300-001	09-08-02-200-034
09-02-34-106-004	09-02-34-230-001	09-02-34-323-008	09-02-35-300-003	09-08-02-200-043
09-02-34-106-005	09-02-34-230-002	09-02-34-329-001	09-02-35-400-005	09-08-02-200-044
09-02-34-106-006	09-02-34-230-003	09-02-34-335-001	09-08-01-100-001	09-08-02-200-048
09-02-34-107-002	09-02-34-230-004	09-02-34-403-007	09-08-01-100-005	09-08-02-200-049
09-02-34-111-001	09-02-34-231-020	09-02-34-404-001	09-08-02-200-008	09-08-02-200-050
09-02-34-111-002	09-02-34-231-021	09-02-34-404-002	09-08-02-200-009	09-08-02-200-051
09-02-34-111-003	09-02-34-306-001	09-02-34-404-003	09-08-02-200-013	09-08-02-200-052
09-02-34-111-004	09-02-34-306-002	09-02-34-404-004	09-08-02-200-015	09-08-02-200-053
09-02-34-116-001	09-02-34-306-003	09-02-34-404-004	09-08-02-200-017	09-08-02-200-054
09-02-34-117-001	09-02-34-306-004	09-02-34-404-005	09-08-02-200-020	
09-02-34-117-002	09-02-34-306-005	09-02-34-404-006	09-08-02-200-021	
09-02-34-122-001	09-02-34-306-006	09-02-34-405-001	09-08-02-200-022	
09-02-34-122-002	09-02-34-306-007	09-02-34-405-002	09-08-02-200-027	

(continued)

Additional PINs for the enterprise zone covering property within the City of Arcola  
(continued):

01-14-03-311-013	01-14-03-400-051	01-14-04-417-026	01-14-04-424-034	01-14-09-201-007
01-14-03-311-014	01-14-03-400-053	01-14-04-417-030	01-14-04-425-001	01-14-09-201-008
01-14-03-311-015	01-14-03-400-054	01-14-04-417-033	01-14-04-425-002	01-14-09-203-001
01-14-03-313-018	01-14-03-400-055	01-14-04-417-034	01-14-04-425-003	01-14-09-203-002
01-14-03-313-018	01-14-03-400-058	01-14-04-417-035	01-14-04-425-004	01-14-09-203-003
01-14-03-313-018	01-14-03-400-059	01-14-04-417-037	01-14-04-425-005	01-14-09-203-004
01-14-03-313-018	01-14-03-405-060	01-14-04-417-038	01-14-04-425-006	01-14-09-203-005
01-14-03-313-019	01-14-04-000-002	01-14-04-417-039	01-14-04-425-007	01-14-09-203-008
01-14-03-313-020	01-14-04-000-004	01-14-04-417-041	01-14-04-425-008	01-14-09-203-009
01-14-03-313-020	01-14-04-201-015	01-14-04-417-042	01-14-04-426-001	01-14-09-203-013
01-14-03-400-003	01-14-04-201-020	01-14-04-417-043	01-14-04-426-002	01-14-09-203-014
01-14-03-400-005	01-14-04-201-048	01-14-04-417-044	01-14-04-430-004	01-14-09-203-015
01-14-03-400-006	01-14-04-201-049	01-14-04-417-045	01-14-04-430-009	01-14-09-204-002
01-14-09-204-003	01-14-09-206-003	01-14-10-100-015	01-14-10-200-004	01-14-10-201-016
01-14-09-204-004	01-14-09-206-004	01-14-10-100-016	01-14-10-200-008	01-14-10-201-017
01-14-09-204-005	01-14-09-206-005	01-14-10-100-017	01-14-10-200-009	01-14-10-201-018
01-14-09-204-010	01-14-09-207-003	01-14-10-100-018	01-14-10-201-002	01-14-10-201-019
01-14-09-204-011	01-14-09-214-005	01-14-10-100-019	01-14-10-201-006	01-14-10-201-020
01-14-09-205-001	01-14-10-100-005	01-14-10-100-021	01-14-10-201-008	01-14-10-201-022
01-14-09-205-002	01-14-10-100-007	01-14-10-100-025	01-14-10-201-009	01-14-10-201-024
01-14-09-205-003	01-14-10-100-009	01-14-10-100-026	01-14-10-201-010	01-14-10-201-026
01-14-09-205-005	01-14-10-100-011	01-14-10-100-027	01-14-10-201-011	
01-14-09-205-006	01-14-10-100-012	01-14-10-100-028	01-14-10-201-012	
01-14-09-206-001	01-14-10-100-013	01-14-10-100-030	01-14-10-201-013	
01-14-09-206-002	01-14-10-100-014	01-14-10-100-031	01-14-10-201-014	

Additional PINs for the enterprise zone include the following connecting strip parcels of the Canadian National railroad right-of-way as connecting properties from the City of Arcola corporate limits to the northern border of Arcola Township at the unincorporated area of Galton:

0828501002	0828501001	0815501001
0833501002	0821501001	0822000002
0833501001	0822501002	0815501002

**Addendum A**

November 9, 2016

**Enterprise Zone Boundary Definition**

**The enterprise zone consists of the following parcel numbers in Douglas County:**

Parcel Identification Numbers (PINs) for the enterprise zone covering property in Arcola Township but not within City of Arcola corporate limits:

01-08-15-000-006	01-08-15-300-008	01-08-21-200-002	01-08-22-100-002	01-08-22-100-012
01-08-15-300-001	01-08-15-300-802	01-08-21-200-003	01-08-22-100-004	01-08-22-200-001
01-08-15-300-002	01-08-15-400-003	01-08-22-000-002	01-08-22-100-006	01-14-10-100-002
01-08-15-300-005	01-08-15-400-013	01-08-22-000-002	01-08-22-100-010	01-14-10-100-002
01-08-15-300-006	01-08-16-400-002	01-08-22-100-001	01-08-22-100-011	01-14-10-100-002

Additional PINs for the enterprise zone covering property within the City of Arcola:

01-14-03-100-001	01-14-03-400-007	01-14-04-201-058	01-14-04-417-046	01-14-04-430-018
01-14-03-100-002	01-14-03-400-008	01-14-04-314-007	01-14-04-418-010	01-14-04-430-019
01-14-03-100-003	01-14-03-400-010	01-14-04-314-021	01-14-04-418-014	01-14-04-430-021
01-14-03-100-016	01-14-03-400-011	01-14-04-402-005	01-14-04-418-015	01-14-04-430-022
01-14-03-100-017	01-14-03-400-014	01-14-04-403-017	01-14-04-419-007	01-14-04-430-023
01-14-03-100-018	01-14-03-400-019	01-14-04-409-007	01-14-04-419-008	01-14-04-430-024
01-14-03-301-001	01-14-03-400-021	01-14-04-409-010	01-14-04-423-009	01-14-04-430-025
01-14-03-301-002	01-14-03-400-022	01-14-04-409-011	01-14-04-423-010	01-14-04-430-026
01-14-03-301-006	01-14-03-400-023	01-14-04-410-005	01-14-04-423-014	01-14-04-435-022
01-14-03-301-008	01-14-03-400-026	01-14-04-410-016	01-14-04-423-015	01-14-04-435-026
01-14-03-303-001	01-14-03-400-029	01-14-04-410-017	01-14-04-423-016	01-14-04-436-001
01-14-03-310-009	01-14-03-400-032	01-14-04-410-018	01-14-04-424-002	01-14-04-437-001
01-14-03-310-010	01-14-03-400-033	01-14-04-410-019	01-14-04-424-003	01-14-04-438-001
01-14-03-310-011	01-14-03-400-035	01-14-04-416-012	01-14-04-424-006	01-14-04-439-002
01-14-03-310-012	01-14-03-400-036	01-14-04-416-016	01-14-04-424-012	01-14-04-440-001
01-14-03-310-013	01-14-03-400-037	01-14-04-416-023	01-14-04-424-013	01-14-09-100-007
01-14-03-310-017	01-14-03-400-040	01-14-04-416-024	01-14-04-424-014	01-14-09-100-011
01-14-03-311-001	01-14-03-400-041	01-14-04-417-004	01-14-04-424-015	01-14-09-100-012
01-14-03-311-006	01-14-03-400-043	01-14-04-417-009	01-14-04-424-016	01-14-09-100-016
01-14-03-311-007	01-14-03-400-044	01-14-04-417-010	01-14-04-424-017	01-14-09-100-019
01-14-03-311-008	01-14-03-400-047	01-14-04-417-013	01-14-04-424-024	01-14-09-100-020
01-14-03-311-009	01-14-03-400-048	01-14-04-417-014	01-14-04-424-031	01-14-09-100-021
01-14-03-311-010	01-14-03-400-049	01-14-04-417-021	01-14-04-424-032	01-14-09-200-010
01-14-03-311-011	01-14-03-400-050	01-14-04-417-025	01-14-04-424-033	01-14-09-200-011



ORDINANCE NO. 16- 8-3

AN ORDINANCE ESTABLISHING THE DOUGLAS COUNTY ENTERPRISE ZONE  
COUNTY OF DOUGLAS  
-ENTERPRISE ZONE DESIGNATION-  
-PROPERTY TAX ABATEMENT-

WHEREAS, the Illinois General Assembly passed Senate Bill 3616 as amended on May 31, 2012, and, which was signed into law by the Governor on August 7, 2012, thereby amending the Illinois Enterprise Zone Act (20 ILCS 655/1 et. seq.), hereafter referred to as "the Act", under the provisions of Public Act 97-905; and,

WHEREAS, the Illinois General Assembly also passed Senate Bill 20 as amended on May 31, 2013, and, which was signed into law by the Governor on July 25, 2013, as Public Act 98-109, portions of which clarified Enterprise Zone related legislation contained in Public Act 97-905 and the Act; and,

WHEREAS, the Act provides for a new Illinois Enterprise Zone designation application process administered by the Illinois Department of Commerce and Economic Opportunity (hereafter referred to as "the Department") subject to the approval and concurrence of the state Enterprise Zone Board, hereafter referred to as "the Board"; and

WHEREAS, once approved by the Board and certified by the Department, the Enterprise Zone designation will be in effect for 15 years beginning on January 1, 2018, subject to review by the Board after the 13th year of existence for another ten year designation beginning on the expiration date of the Zone; and,

WHEREAS, a Public Hearing was held on October 26, 2016 on the subject of new Enterprise Zone designation, hereafter known as "the Zone," notice of which was duly advertised in the Tuscola Journal on October 19, 2016; and,

WHEREAS, Enterprise Zones provide state and local incentives used to promote the economic growth of the area, to reduce unemployment, and to encourage expansion, rehabilitation, and new construction of structures within the Enterprise Zone; and,

WHEREAS, the County Board of Douglas County, the City Council of Arcola, the City Council of Newman, the City Council of Tuscola, the City Council of Villa Grove, the Board of Trustees of the Village of Arthur and the Board of Trustees of Village of Atwood, also referred to as the Designating Units of Government, have determined and concur that it is desirable and necessary for the region to apply for a new Enterprise Zone designation for the long term benefit and economic viability of the region; and,

**WHEREAS**, the Designating Units of Government find and concur that the region meets the qualifications established in Section 4 of the Act; and,

**WHEREAS**, the Designating Units of Government find that the Enterprise Zone as described in Addendum "A" is contiguous as defined in the Act; and,

**WHEREAS**, the Designating Units of Government find that the Enterprise Zone as described in Addendum "A" shall comprise no more than 15 square miles of land, exclusive of waterways and lakes, as allowed by the Act; and,

**WHEREAS**, certain parts of the Enterprise Zone lie within the boundaries of the **CITY OF COUNTY OF DOUGLAS**; and,

**WHEREAS**, the County Board of the County of Douglas desires to designate an area within its jurisdiction as an Enterprise Zone as outlined in the attached Addendum "A", subject to the certification of the Zone by the Department in accordance with the Act; and

**WHEREAS**, the name of the Enterprise Zone shall be the Douglas County Enterprise Zone,

**NOW BE IT THEREFORE ORDAINED BY THE COUNTY BOARD CHAIRMAN AND THE COUNTY BOARD OF THE COUNTY OF DOUGLAS, ILLINOIS:**

**Section 1 – TERM.** The term of the Zone will be for 15 years commencing on January 1, 2018, and ending at midnight on December 31, 2032, or until such time as the Zone has expired, been decertified by the Department or repealed by the General Assembly or by ordinance of the participating governmental entities, whichever is sooner. After the 13th year, the zone is subject to review by the state Enterprise Zone Board for an additional 10-year designation beginning on the expiration date of the Enterprise Zone. During the review process, the state Enterprise Zone Board shall consider the costs incurred by the State and units of local government as a result of tax benefits received by the enterprise zone before granting the extension. Upon approval of the state Enterprise Zone Board, the Zone may further be in effect for an additional 10 years beginning January 1, 2033.

**Section 2 – PROPERTY TAX ABATEMENT.** That commencing on or after January 1, 2018, taxes on real property levied by the **COUNTY OF DOUGLAS** shall be abated on property located within the boundary of the Enterprise Zone, as certified by the Department, and upon which new improvements have been constructed as described below. In no event shall any abatement of taxes on any parcel exceed the amount attributable to the construction of the improvements or the renovation or rehabilitation of existing improvements on such parcel.

A) DEFINITIONS

- 1) "Project Application" as defined herein is the written application for Douglas County Enterprise Zone benefits for job development and capital investment projects. The application must be completed by the company seeking benefits (or the company's designated representative) and submitted to the Douglas County Enterprise Zone Administrator prior to the initiation of construction for said project. The Application provides information necessary for the Administrator to verify eligibility for Enterprise Zone benefits including, but not limited to, property tax abatement and Sales Tax Exemption for Construction Materials in conjunction with the Illinois Department of Revenue processes and procedures in effect at the time of the Application.
- 2) "Memorandum of Understanding" or "MOU" as defined herein is the written agreement between the Douglas County Enterprise Zone Administrator, on behalf of the Taxing Bodies participating in the Douglas County Enterprise Zone property tax abatement program, and the Applicant receiving tax abatement. The MOU defines the terms and conditions by which abatement of real estate property tax is authorized.
- 3) "Industrial/Manufacturing Projects" as defined herein, are enterprises where the manufacturing or assembling of goods takes place.
- 4) "Logistic(s)/Distribution Center Projects" as defined herein, are warehousing and distribution enterprises that are engaged in the storage and/or packaging of goods and the transfer or transportation of products from a point of origin to a point of consumption.
- 5) "Office Projects" as defined herein are enterprises that are research oriented and that require a highly skilled workforce such as biotechnology, electronics and/or professional services such as engineering, architecture, finance, law and telemarketing companies.
- 6) "Retail/Commercial Companies" as described herein, are enterprises in the business of selling products or services in the following categories: Stores selling products to the general public or wholesale customers, restaurants, hotels/motels and related concerns.
- 7) Exclusions - Retail/Commercial Companies engaged in the following categories of business below shall be ineligible for any property tax abatement as provided herein:

- a) self-storage (mini warehouse facilities)
- b) automobile service station
- c) automatic or self-service coin operated car wash
- d) commodity scrap processing
- e) convenience food and beverage store
- f) gasoline station
- g) package liquor store
- h) recycling facility
- i) cash advance, pay day loan and title loan stores
- j) adult entertainment venues including adult bookstores

8) Exclusions – Residential projects shall be ineligible for any benefits herein established in the Douglas Enterprise Zone.

B) Project Application Approval – No project shall be granted property tax abatement until or unless a Project Application has been submitted to the Administrator of the Douglas County Enterprise Zone, to insure eligibility and qualifying criteria have been met.

Enterprise Zone Property Tax Abatement will not be granted if a project has begun construction prior to receiving approval of an Abatement request from the Administrator.

Applicants requesting Building Materials Exemption Certificates (BMEC) from the Administrator and the Illinois Department of Revenue will not receive benefits for materials purchased prior to the issuance of a BMEC by the Illinois Department of Revenue.

C) That commencing on or after January 1, 2018, taxes on real property levied by the **COUNTY OF DOUGLAS** shall be abated on property located within the Zone and upon which new improvements have been constructed according to the following schedule:

1) For taxes levied in the first year of abatement:	100%
2) For taxes levied in the second year of abatement:	80%
3) For taxes levied in the third year of abatement:	60%
4) For taxes levied in the fourth year of abatement:	40%
5) For taxes levied in the fifth year of abatement:	20%
6) For taxes levied in the sixth year and beyond:	0%

D) Said abatements shall be for five (5) consecutive years beginning with the real estate taxes payable in the year following the first full year of a facility's commercial operation after which said improvements have been made and fully assessed. Abatement for a specific project will cease after

the fifth year or upon expiration, termination or decertification of the Douglas County Enterprise Zone, whichever is sooner.

- E) The above property tax abatements shall be applicable for eligible **OFFICE, INDUSTRIAL, MANUFACTURING AND LOGISTICS/DISTRIBUTION CENTER PROJECTS** for improvements to real property upon which new construction, improvements, renovation or rehabilitation has been completed after January 1, 2018, and before the expiration, termination or decertification of the Douglas County Enterprise Zone, whichever is sooner. Abatement shall only apply to the incremental increase in taxes assessed as a result of the project and its related improvements.

Questions as to the eligibility of a project and resulting improvements will be decided by the Douglas County Enterprise Zone Administrator, with advice and consent of the Enterprise Zone Advisory Board.

- F) Both a minimum capital investment of Two Hundred Thousand Dollars (\$200,000.00) and the creation and/or retention of at least one (1) full-time job are necessary for a parcel to receive real tax abatement as provided herein for eligible **OFFICE, INDUSTRIAL, MANUFACTURING AND LOGISTICS/DISTRIBUTION CENTER**-based projects.
- G) That, with the adoption of this Ordinance, taxes on real property levied by the **COUNTY OF DOUGLAS** shall be abated on **RETAIL AND COMMERCIAL** property developments located within the Zone with the exception of those projects outlined in SECTION "2.A.7." above, and upon which new improvements have been constructed according to the following schedule:

1)	For taxes levied in the first year of abatement:	100%
2)	For taxes levied in the second year of abatement:	50%
3)	For taxes levied in the third year of abatement:	25%

Said abatements shall be for three (3) consecutive years beginning with the real estate taxes payable in the year following the first full year of a facility's commercial operation after which said improvements have been made and fully assessed. Abatement for a specific project will cease after the third year or upon expiration, termination or decertification of the Douglas County Enterprise Zone, whichever is sooner.

- H) The above property tax abatements shall be applicable for eligible **RETAIL AND COMMERCIAL** projects involving real property upon which construction, improvements, renovation or rehabilitation which results in an increase in the Equalized Assessed Valuation of at least \$15,000 has been completed after

January 1, 2018 and prior to the expiration, termination or decertification of the Douglas County Enterprise Zone.

Questions as to the eligibility of a project will be decided by the Enterprise Zone Administrator, with advice and consent of the Enterprise Zone Advisory Board.

- I) Building Permits. If a building permit is required within the applicable designating unit of government's jurisdiction, then its issuance is also a condition of abatement approval.
- J) Regulatory and Legal Compliance. The Companies receiving Douglas County Enterprise Zone property tax abatement shall comply with all federal, state and local environmental laws and regulations. Failure to comply shall be as determined by the Taxing Bodies and shall not require formal action or findings by any governmental agency or court.
- K) Entities meeting abatement qualification criteria outlined above must enter into a Memorandum of Understanding with the Douglas County Enterprise Zone through its Enterprise Zone Administrator, outlining projected job creation and/or job retention numbers and capital investment for the eligible Non-Residential-based projects as defined in Section 2.A above. Said Administrator is hereby authorized to enter such agreements on behalf of the Douglas County Enterprise Zone.
  - 1) Entities receiving property tax abatement for eligible projects must agree to maintain a minimum of 75% of the employment levels at that location as described in the Memorandum of Understanding for the term of abatement. At the discretion of the Douglas County Enterprise Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, failure to maintain a minimum of 75% of the employment levels during the agreement period may result in the immediate termination of remaining abatement and/or the pro-rata repayment of previously abated real property taxes to the applicable taxing districts.
  - 2) The Administrator of the Douglas County Enterprise Zone will annually monitor the performance of the eligible recipients of property tax abatement in order to ensure that job and investment projections as well as changes in equalized assessed valuation outlined in the Memorandum of Understanding are being met.
  - 3) The Douglas County Enterprise Zone Administrator will also inform the entity of required state of Illinois reporting requirements. Failure to report Enterprise Zone benefits as required by the Illinois Department of

Revenue, and/or other state agencies, as may be dictated by state statute, may result in termination of all locally designated Douglas County Enterprise Zone benefits.

- 4) The Administrator of the Douglas County Enterprise Zone, with advice and consent of the Enterprise Zone Advisory Board, may elect to waive enforcement of any performance measures outlined in the Memorandum of Understanding based on a finding that the waiver is necessary to avert an imminent, demonstrable, and material hardship to the entity that may result in such entity's insolvency or discharge of workers.

**Section 3 – NO ASSIGNMENT OR TRANSFER.** Douglas County Enterprise Zone property tax abatement shall be specifically granted to the Applicant and may not be re-assigned or transferred without a Written Notice of Transfer Request being submitted to the Douglas County Enterprise Zone Administrator. In the event that the Applicant desires to transfer or assign any or all of its ownership of the subject property where the business located thereon, the transferee shall submit correspondence to the Douglas County Enterprise Zone Administrator requesting transfer of the abatement to the new owner for the time remaining on the abatement.

The Douglas County Enterprise Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, shall review the taxpayer's request to transfer said abatement, and determine the taxpayer's eligibility for such transfer, subject to the terms and conditions of Section 2 above as well as compliance with the Act. The Douglas County Enterprise Zone Administrator shall notify the affected taxing bodies that such a request has been made and the action taken by the Administrator to address the transfer request.

**Section 4 – ADMINISTRATION.** By agreement of the joint applicants of the County Board of Douglas County, the City of Arcola, the City of Newman, the City of Tuscola, the City of Villa Grove, the Village of Arthur and the Village of Atwood, the Administrator of the Douglas County Enterprise Zone will be the Executive Director of the Tuscola Chamber and Economic Development, Inc. or other qualified party as determined from time to time by completing a Request For Qualifications process conducted by the Enterprise Zone Advisory Board in accordance with the Illinois Enterprise Zone Act and Regulations. Administration of the Zone will be carried out as described in the Enterprise Zone Intergovernmental Agreement between the County of Douglas, the City of Arcola, the City of Newman, the City of Tuscola, the City of Villa Grove, the Village of Arthur and the Village of Atwood.

**Section 5 – ADMINISTRATION FEES. Applicant Fees -** As allowed by the Act, the Administrator of the Douglas County Enterprise Zone is hereby authorized to collect a Zone Administration Fee from the Applicant for the issuance of Building Material Exemption Certificates in order to offset the management and operational costs associated with the Administration of the Zone. Said fee shall be equal to .5 percent (1/2%) of the documented cost of building materials for each project up to a maximum of \$50,000 per Certificate (20 ILCS 655/8.2c). The Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, may also elect to collect a processing fee for related Enterprise Zone activities such as boundary amendment applications, technical correction applications, and/or other applications resulting in an amendment to the Zone or Zone operating procedures, which may change from time to time. At no time will all fees combined, related to a single project, exceed \$50,000 or such amount as may be stipulated in state statute. The **COUNTY OF DOUGLAS** shall have no liability for payment of such fee on behalf of the Applicant.

**Section 6 – TAX INCREMENT FINANCING DISTRICT OR REDEVELOPMENT AREA OVERLAY.** In the event that a Tax Increment Financing (TIF) District or redevelopment district or project area (20 ILCS 655/5.4.1) is, will be, or has been created by a municipality under Division 74.4 of the Illinois Municipal Code, and said redevelopment project area contains property that is located in an enterprise zone, and the municipality adopts an enterprise zone designating ordinance pursuant to Section 5.4 of the Act specifically concerning the abatement of taxes on property, as in Section 2 above, located within a redevelopment project area created pursuant to Division 74.4 of the Illinois Municipal Code, and the Department certifies the Ordinance, then the property that is located in both the enterprise zone and the redevelopment project area or TIF District shall not be eligible for the abatement of taxes under Section 18-170 of the Illinois Property Tax Code.

**Section 7 – LOCAL SOURCING STATEMENT.** The Designating Units of Government encourage companies receiving Douglas County Enterprise Zone benefits, as provided herein, to utilize local labor and to purchase building materials locally.

**Section 8 – CONFLICTING LANGUAGE.** All Ordinances or parts of Ordinances conflicting with any provisions of this Ordinance shall be and are hereby repealed.

**Section 9 – EFFECTIVE DATE.** This Ordinance shall be in effect from the date of and after its passage, approval and recording and upon certification of the new Enterprise Zone designation by the Illinois Department of Commerce and Economic Opportunity, according to law. Failure to receive certification of the Zone by the Department will render this Ordinance null and void.

PRESENTED, PASSED, APPROVED AND RECORDED this 27<sup>th</sup> day of Dec, 2016.

BLANK FOR LOCAL SIGNATURE PANEL FORMATTING

Upon Motion by Glenn, seconded by Kevin, adopted this 27<sup>th</sup> day of December, 2016 by roll call votes as follows:

AYES (Names): Detteriged, Mikeworth, Carroll  
Glenn, Kevin, Munson

NAYS (Names): \_\_\_\_\_

ABSENT (Names) Appelby

Approved this 27<sup>th</sup> day of December, 2016.

Don Munson  
Don Munson, County Board Chairman

Attest:  
Judi Pollock  
Judi Pollock, Douglas County Clerk & Recorder

**DOUGLAS COUNTY ENTERPRISE ZONE  
INTERGOVERNMENTAL AGREEMENT**

This Agreement is made this 21<sup>st</sup> day of December, 2016, by and between the County of Douglas, the City of Arcola, the City of Newman, the City of Tuscola, the City of Villa Grove, the Village of Arthur and the Village of Atwood, hereafter referred to as "the Designating Units of Government".

**WHEREAS**, the said Designating Units of Government have adopted Ordinances establishing an Enterprise Zone, herein after collectively referred to as "the Ordinance," subject to certification by the Department of Commerce and Economic Opportunity, herein after referred to as "the Department," including incorporated portions of the City of Arcola, incorporated portions of the City of Newman, incorporated portions of the City of Tuscola, incorporated portions of the City of Villa Grove, incorporated portions of the Village of Arthur, incorporated portions of the Village of Atwood and unincorporated portions of the County of Douglas; and

**WHEREAS**, the Governor signed Senate Bill 3616, as amended, into law on August 7, 2012, thereby amending the "Illinois Enterprise Zone Act" (20 ILCS 655/1 et. seq.) under the provisions of Public Act 97-0905 outlining new application procedures and related changes to the Illinois Enterprise Zone Program; and

**WHEREAS**, the Ordinance is or will be part of the application to the Department for designation of an Enterprise Zone pursuant to 20 ILCS 655/1 et. Seq. and Section 18-170 of the Property Tax Code (35 ILCS 200-170) herein after referred to as "Act;" and

**WHEREAS**, the Designating Units of Government listed above desire to operate the Enterprise Zone in an efficient and effective manner in keeping with the terms of the Act and rules and regulations promulgated by the Department and the Illinois General Assembly for the operation of an Enterprise Zone; and

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises herein after recited, the County of Douglas, the City of Arcola, the City of Newman, the City of Tuscola, the City of Villa Grove, the Village of Arthur and the Village of Atwood agree that the following terms shall govern the operation and management of the Enterprise Zone.

**SECTION I – GENERAL PROVISIONS**

The name of the Enterprise Zone shall be the Douglas County Enterprise Zone, herein after referred to as the "Zone."

- A) **Legal Description.** The area as described in Addendum “A” of this document and the Ordinance shall be designated as the Douglas County Enterprise Zone.
- B) **Term.** The term of the Zone will be for 15 years commencing on January 1, 2018, and ending at midnight on December 31, 2032, or until such time as the Zone has expired, been decertified by the Department or repealed by the General Assembly or by ordinance of the designating governmental entities, whichever is sooner. After the 13th year, the zone is subject to review by the state Enterprise Zone Board for an additional 10-year designation beginning on the expiration date of the enterprise zone. During the review process, the state Enterprise Zone Board shall consider the costs incurred by the state and units of local government as a result of tax benefits received by the enterprise zone before granting the extension. Upon approval of the state Enterprise Zone Board and certification by the Department, the Zone may further be in effect for an additional 10 years, beginning January 1, 2033.
- C) **Zone Administration.** The parties to this Agreement being the County of Douglas, the City of Arcola, the City of Newman, the City of Tuscola, the City of Villa Grove, the Village of Arthur and the Village of Atwood, hereby agree that the Administrator of the Douglas County Enterprise Zone will be the Executive Director of the Tuscola Chamber and Economic Development, Inc. or other qualified party as determined from time to time by completing a Request For Qualifications process conducted by the Douglas County Enterprise Zone Advisory Board in accordance with the Illinois Enterprise Zone Act and Regulations. Administration of the Zone will be carried out as described in this Agreement between Designating Units of Government. Zone administration shall be conducted as outlined in Section V below.
- D) **Administration Fees.**

**Applicants:** As allowed by the Act, the Administrator of the Douglas County Enterprise Zone is hereby authorized to collect an Administration Fee for the issuance of Building Material Exemption Certificates in order to help offset the management and operational costs associated with the Administration of the Zone. Said fee shall be equal to .5 percent (1/2%) of the documented cost of building materials for each project up to a maximum of \$50,000 per Certificate (20 ILCS 655/8.2c). The Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, may also elect to collect a processing fee for related Enterprise Zone activities such as boundary amendment applications, technical correction applications, and/or other applications resulting in an amendment to the Zone or Zone operating procedures, which may change

from time to time. At no time will all fees combined, related to a single project, exceed \$50,000 or such amount as may be stipulated in state statute. The parties to this agreement shall have no liability for payment of such fee on behalf of the Applicants.

- E) **Provisions for Tax Abatement.** The parties to this agreement recognize the individual Enterprise Zone property tax abatement policies of the Designating Units of Government, set forth below and in their respective Designating Ordinances. The parties further agree that the taxpayer receiving eligible property tax abatement within the Douglas County Enterprise Zone, subject to certification and/or as certified by the Department, will be subject to certain terms and conditions in the Memorandum of Understanding between said taxpayer and the Douglas County Enterprise Zone Administrator as also outlined below.

## SECTION II – DEFINITIONS

### A) DEFINITIONS

- 1) “Project Application” as defined herein is the written application for Douglas County Enterprise Zone benefits for job development and capital investment projects. The application must be completed by the company seeking benefits (or the company’s designated representative) and submitted to the Douglas County Enterprise Zone Administrator prior to the initiation of construction for said project. The Application provides information necessary for the Administrator to verify eligibility for Enterprise Zone benefits including, but not limited to, property tax abatement and Sales Tax Exemption for Construction Materials in conjunction with the Illinois Department of Revenue processes and procedures in effect at the time of the Application.
- 2) “Memorandum of Understanding” or “MOU” as defined herein is the written agreement between the Douglas County Enterprise Zone Administrator, on behalf of the Taxing Bodies participating in the Douglas County Enterprise Zone property tax abatement program, and the Applicant receiving tax abatement. The MOU defines the terms and conditions by which abatement of real estate property tax is authorized.
- 3) “Industrial/Manufacturing Projects” as defined herein, are enterprises where the manufacturing or assembling of goods takes place.
- 4) “Logistic(s)/Distribution Center Projects” as defined herein, are warehousing and distribution enterprises that are engaged in the storage and/or packaging of goods and the transfer or transportation of products from a point of origin to a point of consumption.

- 5) "Office Projects" as defined herein are enterprises that are research oriented and that require a highly skilled workforce such as biotechnology, electronics and/or professional services such as engineering, architecture, finance, law and telemarketing companies.
  - 6) "Retail/Commercial Companies" as described herein, are enterprises in the business of selling products or services in the following categories: Stores selling products to the general public or wholesale customers, restaurants, hotels/motels and related concerns.
  - 7) Exclusions - Retail/Commercial Companies engaged in the following categories of business below shall be ineligible for any property tax abatement as provided herein:
    - a) self-storage (mini warehouse facilities)
    - b) automobile service station
    - c) automatic or self-service coin operated car wash
    - d) commodity scrap processing
    - e) convenience food and beverage store
    - f) gasoline station
    - g) package liquor store
    - h) recycling facility
    - i) cash advance, pay day loan and title loan stores
    - j) adult entertainment venues including adult bookstores
  - 8) Exclusions – Residential projects shall be ineligible for any benefits herein established in the Douglas Enterprise Zone.
- B) Project Application Approval – No project shall be granted property tax abatement until or unless a Project Application has been submitted to the Administrator of the Douglas County Enterprise Zone, to insure eligibility and qualifying criteria have been met.

Enterprise Zone Property Tax Abatement will not be granted if a project has begun construction prior to receiving approval of an Abatement request from the Administrator.

Applicants requesting Building Materials Exemption Certificates (BMEC) from the Administrator and the Illinois Department of Revenue will not receive benefits for materials purchased prior to the issuance of a BMEC by the Illinois Department of Revenue.

**SECTION III – DESIGNATING UNITS OF GOVERNMENT PROPERTY TAX ABATEMENT POLICIES.**

- A) By individual governmental Ordinance or Resolution, each Designating Unit of Government for the Douglas County Enterprise Zone shall have a uniform property tax abatement policy that follows the terms outlined below.
- B) **The County of Douglas, the City of Arcola, the City of Newman, the City of Tuscola, the City of Villa Grove, the Village of Arthur and the Village of Atwood**  
**Property Tax Abatement:** In no event shall any abatement of taxes on any parcel exceed the amount attributable to the construction of the improvements or the renovation or rehabilitation of existing improvements on such parcel.
- 1) That commencing on or after January 1, 2018, taxes on real property levied by **the County of Douglas, the City of Arcola, the City of Newman, the City of Tuscola, the City of Villa Grove, the Village of Arthur and the Village of Atwood** shall be abated on property located within the Zone and upon which new improvements have been constructed according to the following schedule:
- |    |   |      |
|----|---|------|
| 1) | For taxes levied in the first year of abatement:  | 100% |
| 2) | For taxes levied in the second year of abatement: | 80%  |
| 3) | For taxes levied in the third year of abatement:  | 60%  |
| 4) | For taxes levied in the fourth year of abatement: | 40%  |
| 5) | For taxes levied in the fifth year of abatement:  | 20%  |
| 6) | For taxes levied in the sixth year and beyond:    | 0%   |
- C) Said abatements shall be for five (5) consecutive years beginning with the real estate taxes payable in the year following the first full year of a facility's commercial operation after which said improvements have been made and fully assessed. Abatement for a specific project will cease after the fifth year or upon expiration, termination or decertification of the Douglas County Enterprise Zone, whichever is sooner.
- D) The above property tax abatements shall be applicable for eligible **OFFICE, INDUSTRIAL, MANUFACTURING AND LOGISTICS/DISTRIBUTION CENTER PROJECTS** for improvements to real property upon which new construction, improvements, renovation or rehabilitation has been completed after January 1, 2018, and before the expiration, termination or decertification of the Douglas County Enterprise Zone, whichever is sooner. Abatement shall only apply to the incremental increase in taxes assessed as a result of the project and its related improvements.

- E) Both a minimum capital investment of Two Hundred Thousand Dollars (\$200,000.00) and the creation and/or retention of at least one (1) full-time job are necessary for a parcel to receive real tax abatement as provided herein for eligible **OFFICE, INDUSTRIAL, MANUFACTURING AND LOGISTICS/ DISTRIBUTION CENTER**-based projects.
- F) That, with the adoption of this Ordinance, taxes on real property levied by the **County of Douglas, the City of Arcola, the City of Newman, the City of Tuscola, the City of Villa Grove, the Village of Arthur and the Village of Atwood** shall be abated on **RETAIL AND COMMERCIAL** property developments located within the Zone with the exception of those projects outlined in SECTION "2.A.7." above, and upon which new improvements have been constructed according to the following schedule:

- |    |   |      |
|----|---|------|
| 1) | For taxes levied in the first year of abatement:  | 100% |
| 2) | For taxes levied in the second year of abatement: | 50%  |
| 3) | For taxes levied in the third year of abatement:  | 25%  |

Said abatements shall be for three (3) consecutive years beginning with the real estate taxes payable in the year following the first full year of a facility's commercial operation after which said improvements have been made and fully assessed. Abatement for a specific project will cease after the third year or upon expiration, termination or decertification of the Douglas County Enterprise Zone, whichever is sooner.

- G) The above property tax abatements shall be applicable for eligible **RETAIL AND COMMERCIAL** projects involving real property upon which construction, improvements, renovation or rehabilitation which results in an increase in the Equalized Assessed Valuation of at least \$15,000 has been completed after January 1, 2018 and prior to the expiration, termination or decertification of the Douglas County Enterprise Zone.
- H) **Eligibility** - Questions as to the eligibility of a project will be decided by the Douglas County Enterprise Zone Administrator, with advice and consent of the Enterprise Zone Advisory Board.
- I) **Building Permits** - If a building permit is required within the applicable designating unit of government's jurisdiction, then its issuance is also a condition of abatement approval.

- J) **Abatement Performance Monitoring Process.** Entities meeting qualification criteria outlined above must enter into a Memorandum of Understanding with the Douglas County Enterprise Zone through its Enterprise Zone Administrator, outlining projected job creation and/or job retention numbers and capital investment for the eligible Non-Residential-based projects as defined in Section II above. Said Administrator is hereby authorized to enter such agreements on behalf of the Douglas County Enterprise Zone.
- 1) Entities receiving property tax abatement for eligible projects must agree to maintain a minimum of 75% of the employment levels at that location as described in the Memorandum of Understanding for the term of abatement. At the discretion of the Douglas County Enterprise Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, failure to maintain a minimum of 75% of the employment levels during the agreement period may result in the immediate termination of remaining abatement and/or the pro-rata repayment of previously abated real property taxes to the applicable taxing districts.
  - 2) The Administrator of the Douglas County Enterprise Zone will annually monitor the performance of the eligible recipients of property tax abatement in order to ensure that job and investment projections outlined in the Memorandum of Understanding are being met.
  - 3) The Douglas County Enterprise Zone Administrator will also inform the entity of required enterprise zone-related, state of Illinois reporting requirements. Failure to report Enterprise Zone benefits as required by the Illinois Department of Revenue, and/or other state agencies, as may be dictated by state statute, may result in termination of all locally designated Douglas County Enterprise Zone benefits.
  - 4) The Administrator of the Douglas County Enterprise Zone, with advice and consent of the Enterprise Zone Advisory Board, may elect to waive enforcement of any performance measures outlined in the Memorandum of Understanding based on a finding that the waiver is necessary to avert an imminent, demonstrable, and material hardship to the entity that may result in such entity's insolvency or discharge of workers.

#### SECTION IV – ENTERPRISE ZONE ADVISORY BOARD

- A) **Duties.** The Enterprise Zone Advisory Board will perform the following duties with respect to the Enterprise Zone:

- 1) Implement, monitor and update established goals and objectives.
- 2) Establish procedures for the operation and management of the Zone, including appeals processes, and recommendations and advice on policies for the operation and management of the Zone and the administration and enforcement of the Ordinances.
- 3) Report to the Designating Units of Government and other participating taxing bodies, on an annual basis with respect to Zone activities, performance, policies and procedures.
- 4) Prepare and distribute to the Designating Units of Government and participating taxing bodies an annual report for the Zone.
- 5) Develop and implement a marketing program to inform local businesses and industries, as well as out-of-town prospects, about the Zone and its incentive programs.
- 6) Coordinate Enterprise Zone programs and activities with the various other planning, economic development and community development entities in the area.
- 7) Provide the necessary reporting data to the Illinois Department of Commerce and Economic Opportunity and the Illinois Department of Revenue.
- 8) Perform other functions and duties as may be stipulated by future amendments to the Agreement by the Parties above or by the Act.

B) **Membership.** The Enterprise Zone Advisory Board shall be comprised of the Chief Elected Officials of the Designating Units of Government, or their designees, and the Douglas County Enterprise Zone Administrator.

- 1) **Terms of Membership.** The members of the Enterprise Zone Advisory Board shall serve during their respective term in office in the case of elected officials, and in the case of the Zone Administrator for as long as he/she holds the position.
- 2) **Elections and Voting.** The Enterprise Zone Advisory Board shall elect a Chairman and Vice Chairman annually from the Board membership for a one year term, or until, in the case of elected officials, their respective term in office ends, whichever is sooner. Each member shall have one vote for election purposes and for any and all matters upon which the Board must vote; except the Chairman, who shall not have a vote except in the case of

a tie. A simple majority of the membership of the Zone Advisory Board present and accounted for at any meeting shall constitute a quorum. A simple majority of the voting members present at any meeting (assuming a quorum is achieved) shall be required for action upon any item brought before the Board for a vote.

- 3) **Compensation.** Excepting the Zone Administrator, Zone Advisory Board members shall serve without compensation.
- 4) **Staff.** The Douglas County Zone Administrator shall serve as advisor and staff to the Zone Advisory Board in order to assist in carrying out its functions and duties.
- 5) **Conflict of Interest.** Any voting member of the Enterprise Zone Advisory Board who has a direct or an implied conflict of interest must abstain from voting on matters before the Advisory Board, and their request(s) for abstention will be recorded in the minutes for the Board.

#### SECTION V - ENTERPRISE ZONE ADMINISTRATOR

- A) **Zone Administrator.** The Executive Director of the Tuscola Chamber and Economic Development, Inc. (TCEDI), or other qualified party as determined from time to time by completing a Request For Qualifications process conducted by the Enterprise Zone Advisory Board in accordance with the Illinois Enterprise Zone Act and Regulations, shall be the Zone Administrator.
- B) **The Duties and Responsibilities** of the Zone Administrator shall be as follows:
  - 1) **Administration - Project Eligibility.** The Zone Administrator shall administer and enforce the Ordinance, and operate and manage the Zone. All appeals from any decisions or determination of the Zone Administrator shall be taken to the Enterprise Zone Advisory Board.
  - 2) **Records.** The Zone Administrator shall maintain records associated with Zone activities and projects and those necessary for the preparation of reports required by the State of Illinois and the Enterprise Zone Advisory Board.
  - 3) **Report Preparation.** The Zone Administrator shall prepare all reports required by the State of Illinois.
  - 4) **Advisor and Staff to the Enterprise Zone Advisory Board.** The Zone Administrator shall serve as advisor and staff to the Enterprise Zone

Advisory Board. Said Administrator shall prepare agendas, minutes, handle correspondence and maintain the records of the Enterprise Zone Advisory Board.

- 5) The Zone Administrator shall initiate and enforce all Douglas County Enterprise Zone property tax abatement Memorandums of Understanding between eligible taxpayers and said Administrator as outlined above.
- 6) The Administrator may also enter into other Enterprise Zone agreements as may be required from time to time, at the direction of the Enterprise Zone Advisory Board and the parties to this agreement, or as may be required by the Act.

#### **SECTION VI - ZONE MANAGEMENT COSTS AND OPERATION**

- A) Staff salary and fringe benefits of the Zone Administrator shall be determined and paid by the TCEDI, or other qualified party, as part of his or her responsibilities in acting as Zone Administrator. Administration fees from Applicants may be used for this purpose.
- B) Operating expenses for the administration of the Zone may include, but are not limited to:
  - 1) Expenses related to promoting the Zone, e.g., brochure production and dissemination, television and newspaper advertising, workshops, presentations and travel.
  - 2) Clerical, copying, printing, postage and minor equipment expenses associated with Zone Advisory Board meetings, activities of the Zone Advisory Board and reporting to the State of Illinois.
  - 3) Project related activities which benefit the region's economic development strategy and plan, which are directly impacted by the Douglas County Enterprise Zone.

**SECTION VII – ADMINISTRATOR SUCCESSION PROCESS.** The agreement between the Designating Units of Governments, the Enterprise Zone Advisory Board, and the Tuscola Chamber and Economic Development, Inc., by which the TCEDI Executive Director serves as the contracted Zone Administrator to act in the various capacities previously set forth herein, is expected to contain a provision authorizing the termination of said agreement, without cause, by either party upon 60-days-notice to the other. In the event that the Designating Units of Government, the Enterprise Zone Advisory Board, or the TCEDI elect such a termination prior to the expiration of this Intergovernmental Agreement, said termination shall not under any circumstances be

construed as terminating this Agreement. The parties to the Agreement expressly agree that in that circumstance, this Agreement shall remain in full force and effect and the parties hereto agree that the Enterprise Zone Advisory Board shall, in that event, designate, by majority vote, after a Request For Qualification process, another qualified entity, board or body to take over the duties of the TCEDI and TCEDI Executive Director with regard to the Zone; or the Designating Units of Government shall create a means or mechanism for the alternate election of a Zone Advisory Board and a Zone Administrator (as allowed by statute) , which shall be ratified by a vote of the majority of the Designating Units.

**SECTION VIII – NO ASSIGNMENT OR TRANSFER.** Douglas County Enterprise Zone property tax abatement shall be specifically granted to the Applicant and may not be re-assigned or transferred without a Written Notice of Transfer Request being submitted to the Douglas County Enterprise Zone Administrator. In the event that the Applicant desires to transfer or assign any or all of its ownership of the subject property where the business located thereon, the transferee shall submit correspondence to the Douglas County Enterprise Zone Administrator requesting transfer of the abatement to the new owner for the time remaining on the abatement.

The Douglas County Enterprise Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, shall review the taxpayer's request to transfer said abatement, and determine the taxpayer's eligibility for such transfer, subject to the terms and conditions of Section 2 above as well as compliance with the Act. The Douglas County Enterprise Zone Administrator shall notify the affected taxing bodies that such a request has been made and the action taken by the Administrator to address the transfer request.

**SECTION IX – TAX INCREMENT FINANCING DISTRICT OR REDEVELOPMENT AREA OVERLAY.** In the event that a Tax Increment Financing (TIF) District or redevelopment district or project area (20 ILCS 655/5.4.1) is, will be, or has been created by a municipality under Division 74.4 of the Illinois Municipal Code, and said redevelopment project area contains property that is located in an enterprise zone, and the municipality adopts an enterprise zone designating ordinance pursuant to Section 5.4 of the Act specifically concerning the abatement of taxes on property, as above, located within a redevelopment project area created pursuant to Division 74.4 of the Illinois Municipal Code, and the Department certifies the Ordinance, then the property that is located in both the enterprise zone and the redevelopment project area or TIF District shall not be eligible for the abatement of taxes under Section 18-170 of the Illinois Property Tax Code.

**SECTION X – LOCAL SOURCING STATEMENT.** The Designating Units of Government encourage companies receiving Enterprise Zone benefits, as provided herein, to utilize local labor and to purchase building materials locally.

**SECTION XI – EFFECTIVE DATE.** This Agreement shall be in effect from the date of and after its passage, approval and recording and upon certification of the new Enterprise Zone designation

by the Illinois Department of Commerce and Economic Opportunity, according to law. Failure to receive certification of the Zone by the Department will render this Agreement null and void.

**SECTION XII – COMPLIANCE WITH OTHER LAWS.** Neither the passage of this Agreement nor the establishment of an Enterprise Zone shall excuse compliance with other applicable laws, ordinances or regulations, unless expressly superseded by the Agreement or the Enterprise Zone Act. Any development undertaken pursuant to the creation of the Enterprise Zone shall be performed in full compliance with all applicable laws and processes.

**SECTION XII – REASONABLE ACTION.** For matters related to the operation, amendment or modification of the Douglas County Enterprise Zone which will result in job creation, retention or capital investment within the boundaries or proposed boundaries of the Zone that, by statute, require the approval of the Designating Units of Government, the parties of this Intergovernmental Agreement stipulate and concur that said approval shall not be unreasonably withheld by any of said Designating Units of Government.

This agreement is made as of the year and day first above written.

City of Arcola

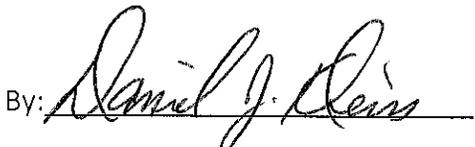
City of Newman

By:   
Mayor

By:   
Mayor

City of Tuscola

City of Villa Grove

By:   
Mayor

By:   
Mayor

Village of Arthur

County of Douglas

By: R. Matt Bernius

By: D. D. Merson

Village President

County Board Chairman

Village of Atwood

By: Christina Ditz

Village President

## Addendum A

November 9, 2016

Enterprise Zone Boundary Definition

**The enterprise zone consists of the following parcel numbers in Douglas County:**

Parcel Identification Numbers (PINs) for the enterprise zone covering property in Arcola Township but not within City of Arcola corporate limits:

01-08-15-000-006	01-08-15-300-008	01-08-21-200-002	01-08-22-100-002	01-08-22-100-012
01-08-15-300-001	01-08-15-300-802	01-08-21-200-003	01-08-22-100-004	01-08-22-200-001
01-08-15-300-002	01-08-15-400-003	01-08-22-000-002	01-08-22-100-006	01-14-10-100-002
01-08-15-300-005	01-08-15-400-013	01-08-22-000-002	01-08-22-100-010	01-14-10-100-002
01-08-15-300-006	01-08-16-400-002	01-08-22-100-001	01-08-22-100-011	01-14-10-100-002

Additional PINs for the enterprise zone covering property within the City of Arcola:

01-14-03-100-001	01-14-03-400-007	01-14-04-201-058	01-14-04-417-046	01-14-04-430-018
01-14-03-100-002	01-14-03-400-008	01-14-04-314-007	01-14-04-418-010	01-14-04-430-019
01-14-03-100-003	01-14-03-400-010	01-14-04-314-021	01-14-04-418-014	01-14-04-430-021
01-14-03-100-016	01-14-03-400-011	01-14-04-402-005	01-14-04-418-015	01-14-04-430-022
01-14-03-100-017	01-14-03-400-014	01-14-04-403-017	01-14-04-419-007	01-14-04-430-023
01-14-03-100-018	01-14-03-400-019	01-14-04-409-007	01-14-04-419-008	01-14-04-430-024
01-14-03-301-001	01-14-03-400-021	01-14-04-409-010	01-14-04-423-009	01-14-04-430-025
01-14-03-301-002	01-14-03-400-022	01-14-04-409-011	01-14-04-423-010	01-14-04-430-026
01-14-03-301-006	01-14-03-400-023	01-14-04-410-005	01-14-04-423-014	01-14-04-435-022
01-14-03-301-008	01-14-03-400-026	01-14-04-410-016	01-14-04-423-015	01-14-04-435-026
01-14-03-303-001	01-14-03-400-029	01-14-04-410-017	01-14-04-423-016	01-14-04-436-001
01-14-03-310-009	01-14-03-400-032	01-14-04-410-018	01-14-04-424-002	01-14-04-437-001
01-14-03-310-010	01-14-03-400-033	01-14-04-410-019	01-14-04-424-003	01-14-04-438-001
01-14-03-310-011	01-14-03-400-035	01-14-04-416-012	01-14-04-424-006	01-14-04-439-002
01-14-03-310-012	01-14-03-400-036	01-14-04-416-016	01-14-04-424-012	01-14-04-440-001
01-14-03-310-013	01-14-03-400-037	01-14-04-416-023	01-14-04-424-013	01-14-09-100-007
01-14-03-310-017	01-14-03-400-040	01-14-04-416-024	01-14-04-424-014	01-14-09-100-011
01-14-03-311-001	01-14-03-400-041	01-14-04-417-004	01-14-04-424-015	01-14-09-100-012
01-14-03-311-006	01-14-03-400-043	01-14-04-417-009	01-14-04-424-016	01-14-09-100-016
01-14-03-311-007	01-14-03-400-044	01-14-04-417-010	01-14-04-424-017	01-14-09-100-019
01-14-03-311-008	01-14-03-400-047	01-14-04-417-013	01-14-04-424-024	01-14-09-100-020
01-14-03-311-009	01-14-03-400-048	01-14-04-417-014	01-14-04-424-031	01-14-09-100-021
01-14-03-311-010	01-14-03-400-049	01-14-04-417-021	01-14-04-424-032	01-14-09-200-010
01-14-03-311-011	01-14-03-400-050	01-14-04-417-025	01-14-04-424-033	01-14-09-200-011

Additional PINs for the enterprise zone covering property within the City of Arcola  
(continued):

01-14-03-311-013	01-14-03-400-051	01-14-04-417-026	01-14-04-424-034	01-14-09-201-007
01-14-03-311-014	01-14-03-400-053	01-14-04-417-030	01-14-04-425-001	01-14-09-201-008
01-14-03-311-015	01-14-03-400-054	01-14-04-417-033	01-14-04-425-002	01-14-09-203-001
01-14-03-313-018	01-14-03-400-055	01-14-04-417-034	01-14-04-425-003	01-14-09-203-002
01-14-03-313-018	01-14-03-400-058	01-14-04-417-035	01-14-04-425-004	01-14-09-203-003
01-14-03-313-018	01-14-03-400-059	01-14-04-417-037	01-14-04-425-005	01-14-09-203-004
01-14-03-313-018	01-14-03-405-060	01-14-04-417-038	01-14-04-425-006	01-14-09-203-005
01-14-03-313-019	01-14-04-000-002	01-14-04-417-039	01-14-04-425-007	01-14-09-203-008
01-14-03-313-020	01-14-04-000-004	01-14-04-417-041	01-14-04-425-008	01-14-09-203-009
01-14-03-313-020	01-14-04-201-015	01-14-04-417-042	01-14-04-426-001	01-14-09-203-013
01-14-03-400-003	01-14-04-201-020	01-14-04-417-043	01-14-04-426-002	01-14-09-203-014
01-14-03-400-005	01-14-04-201-048	01-14-04-417-044	01-14-04-430-004	01-14-09-203-015
01-14-03-400-006	01-14-04-201-049	01-14-04-417-045	01-14-04-430-009	01-14-09-204-002
01-14-09-204-003	01-14-09-206-003	01-14-10-100-015	01-14-10-200-004	01-14-10-201-016
01-14-09-204-004	01-14-09-206-004	01-14-10-100-016	01-14-10-200-008	01-14-10-201-017
01-14-09-204-005	01-14-09-206-005	01-14-10-100-017	01-14-10-200-009	01-14-10-201-018
01-14-09-204-010	01-14-09-207-003	01-14-10-100-018	01-14-10-201-002	01-14-10-201-019
01-14-09-204-011	01-14-09-214-005	01-14-10-100-019	01-14-10-201-006	01-14-10-201-020
01-14-09-205-001	01-14-10-100-005	01-14-10-100-021	01-14-10-201-008	01-14-10-201-022
01-14-09-205-002	01-14-10-100-007	01-14-10-100-025	01-14-10-201-009	01-14-10-201-024
01-14-09-205-003	01-14-10-100-009	01-14-10-100-026	01-14-10-201-010	01-14-10-201-026
01-14-09-205-005	01-14-10-100-011	01-14-10-100-027	01-14-10-201-011	
01-14-09-205-006	01-14-10-100-012	01-14-10-100-028	01-14-10-201-012	
01-14-09-206-001	01-14-10-100-013	01-14-10-100-030	01-14-10-201-013	
01-14-09-206-002	01-14-10-100-014	01-14-10-100-031	01-14-10-201-014	

Additional PINs for the enterprise zone include the following connecting strip parcels of the Canadian National railroad right-of-way as connecting properties from the City of Arcola corporate limits to the northern border of Arcola Township at the unincorporated area of Galton:

0828501002	0828501001	0815501001
0833501002	0821501001	0822000002
0833501001	0822501002	0815501002

Additional PINs for the enterprise zone include the following connecting strip parcels along the Canadian National railroad right-of-way as connecting properties from Arcola Township at the unincorporated area of Galton to property within the City of Tuscola corporate limits:

0810501001	0803501003
0810501002	0803501002
0803501001	

Additional PINs for the enterprise zone covering property within the City of Tuscola that are connected to the previous properties by the Union Pacific railroad right-of-way:

09-02-34-101-001	09-02-34-127-001	09-02-34-317-001	09-02-34-405-003	09-08-02-200-028
09-02-34-101-002	09-02-34-132-001	09-02-34-317-002	09-02-34-405-005	09-08-02-200-029
09-02-34-101-003	09-02-34-132-002	09-02-34-317-003	09-02-34-405-005	09-08-02-200-030
09-02-34-101-004	09-02-34-132-003	09-02-34-317-004	09-02-34-405-005	09-08-02-200-031
09-02-34-106-001	09-02-34-132-004	09-02-34-323-005	09-02-34-438-001	09-08-02-200-032
09-02-34-106-002	09-02-34-132-007	09-02-34-323-006	09-02-34-438-001	09-08-02-200-033
09-02-34-106-003	09-02-34-137-005	09-02-34-323-007	09-02-35-300-001	09-08-02-200-034
09-02-34-106-004	09-02-34-230-001	09-02-34-323-008	09-02-35-300-003	09-08-02-200-043
09-02-34-106-005	09-02-34-230-002	09-02-34-329-001	09-02-35-400-005	09-08-02-200-044
09-02-34-106-006	09-02-34-230-003	09-02-34-335-001	09-08-01-100-001	09-08-02-200-048
09-02-34-107-002	09-02-34-230-004	09-02-34-403-007	09-08-01-100-005	09-08-02-200-049
09-02-34-111-001	09-02-34-231-020	09-02-34-404-001	09-08-02-200-008	09-08-02-200-050
09-02-34-111-002	09-02-34-231-021	09-02-34-404-002	09-08-02-200-009	09-08-02-200-051
09-02-34-111-003	09-02-34-306-001	09-02-34-404-003	09-08-02-200-013	09-08-02-200-052
09-02-34-111-004	09-02-34-306-002	09-02-34-404-004	09-08-02-200-015	09-08-02-200-053
09-02-34-116-001	09-02-34-306-003	09-02-34-404-004	09-08-02-200-017	09-08-02-200-054
09-02-34-117-001	09-02-34-306-004	09-02-34-404-005	09-08-02-200-020	
09-02-34-117-002	09-02-34-306-005	09-02-34-404-006	09-08-02-200-021	
09-02-34-122-001	09-02-34-306-006	09-02-34-405-001	09-08-02-200-022	
09-02-34-122-002	09-02-34-306-007	09-02-34-405-002	09-08-02-200-027	

(continued)

PINs for the enterprise zone covering properties in Tuscola Township located outside the City of Tuscola corporate boundaries and connected to previously listed parcels within the corporate limits of the City of Tuscola:

09-02-30-300-002	09-02-32-100-005	09-02-33-300-004	09-08-02-200-045	09-08-05-100-009
09-02-30-400-001	09-02-32-100-006	09-02-33-300-005	09-08-02-200-046	09-08-05-100-010
09-02-31-100-005	09-02-32-100-007	09-02-33-400-005	09-08-03-100-002	09-08-05-100-011
09-02-31-200-001	09-02-32-200-001	09-02-33-400-007	09-08-03-100-003	09-08-05-200-001
09-02-31-200-002	09-02-32-200-002	09-02-33-400-008	09-08-03-100-007	09-08-05-200-002
09-02-31-300-005	09-02-32-300-009	09-02-33-400-009	09-08-03-100-008	09-08-05-200-003
09-02-31-300-005	09-02-32-400-004	09-02-34-000-001	09-08-03-100-009	09-08-05-200-015
09-02-31-400-001	09-02-32-400-005	09-02-34-100-001	09-08-04-100-001	09-08-06-100-009
09-02-31-400-001	09-02-33-100-001	09-02-34-100-004	09-08-04-100-006	09-08-06-100-010
09-02-31-400-002	09-02-33-100-002	09-02-34-100-005	09-08-04-200-001	09-08-06-100-011
09-02-31-400-003	09-02-33-100-003	09-02-35-300-004	09-08-04-200-001	09-08-06-200-002
09-02-31-400-004	09-02-33-100-004	09-02-35-300-007	09-08-04-200-003	09-08-06-200-007
09-02-31-400-004	09-02-33-200-001	09-02-35-300-033	09-08-04-200-004	09-08-06-200-013
09-02-32-100-001	09-02-33-200-004	09-02-35-300-036	09-08-04-200-006	09-08-06-200-014
09-02-32-100-002	09-02-33-300-001	09-02-35-300-037	09-08-05-100-001	
09-02-32-100-004	09-02-33-300-001	09-08-02-200-002	09-08-05-100-004	

Additional PINs for the enterprise zone include the following connecting strip parcels of the CSX Transportation railroad right-of-way in Tuscola Township which connect the west side of the corporate limits of the City of Tuscola running west to Garrett Township:

0807503002	0806503001	0805503003	0233503001
0807503001	0805503001	0804503001	0233503002
0807503003	0805503002	0804503002	

Additional PINs for the enterprise zone include the following connecting strip parcels of the CSX Transportation railroad right-of-way in Tuscola Township to Garrett Township:

0233504001	0232504004	0232504001
0231504001	0232504002	0233504002
0231504002	0232504003	0234501002

(continued)

Additional PINs in Garrett Township connecting to the connecting strip of the CSX Transportation railroad right-of-way to the enterprise zone and running adjacent to the east border of the Village of Atwood corporate limits:

05-01-25-300-002	05-01-25-400-003	05-01-31-300-012	05-01-36-200-009	05-01-36-401-009
05-01-25-300-003	05-01-25-400-005	05-01-35-400-012	05-01-36-200-010	05-01-36-401-009
05-01-25-300-004	05-01-25-400-006	05-01-35-400-015	05-01-36-300-002	05-01-36-401-010
05-01-25-300-005	05-01-25-400-007	05-01-36-100-001	05-01-36-300-005	05-01-36-401-010
05-01-25-300-006	05-01-25-400-008	05-01-36-100-002	05-01-36-300-006	05-01-36-403-006
05-01-25-300-007	05-01-31-100-003	05-01-36-100-010	05-01-36-300-006	05-01-36-403-006
05-01-25-300-008	05-01-31-100-004	05-01-36-100-010	05-01-36-300-007	05-01-36-403-006
05-01-25-300-009	05-01-31-300-004	05-01-36-100-011	05-01-36-300-008	05-07-01-200-001
05-01-25-300-010	05-01-31-300-005	05-01-36-200-006	05-01-36-400-001	
05-01-25-300-011	05-01-31-300-007	05-01-36-200-007	05-01-36-401-009	
05-01-25-300-012	05-01-31-300-011	05-01-36-200-008	05-01-36-401-009	

Additional PINs for the enterprise zone including the following parcels connected by the CSX Transportation railroad right-of-way connecting properties in Garrett Township to parcels located within the corporate limits of the Village of Atwood:

0135504004	0133504004	0135504001	0132504002	0131504003
0136504002	0134504003	0134504001	0131504004	
0134504002	0135504002	0132504004	0132504003	
0136504004	0134504004	0133504003	0132504001	

(continued)

Additional PINs connected to the above listed parcels for the enterprise zone covering properties located within the Village of Atwood:

05-01-31-101-001	05-01-31-103-023	05-01-31-110-013	05-01-31-301-009	05-01-31-313-019
05-01-31-101-003	05-01-31-106-001	05-01-31-110-014	05-01-31-301-010	05-01-31-313-020
05-01-31-101-004	05-01-31-106-002	05-01-31-110-015	05-01-31-301-011	05-01-31-313-023
05-01-31-101-005	05-01-31-106-003	05-01-31-110-016	05-01-31-305-001	05-07-06-200-005
05-01-31-101-006	05-01-31-106-004	05-01-31-110-017	05-01-31-305-002	05-07-06-200-006
05-01-31-101-017	05-01-31-106-005	05-01-31-110-018	05-01-31-305-003	05-07-06-200-008
05-01-31-101-018	05-01-31-106-006	05-01-31-110-019	05-01-31-305-015	05-07-06-200-009
05-01-31-103-001	05-01-31-106-013	05-01-31-113-004	05-01-31-305-016	05-07-06-200-010
05-01-31-103-002	05-01-31-110-001	05-01-31-114-003	05-01-31-309-001	05-07-06-200-013
05-01-31-103-003	05-01-31-110-004	05-01-31-114-004	05-01-31-309-002	05-07-06-200-015
05-01-31-103-004	05-01-31-110-005	05-01-31-114-005	05-01-31-309-003	05-07-06-200-016
05-01-31-103-005	05-01-31-110-006	05-01-31-300-010	05-01-31-313-009	05-07-06-200-018
05-01-31-103-007	05-01-31-110-007	05-01-31-301-001	05-01-31-313-010	05-07-06-200-019
05-01-31-103-008	05-01-31-110-010	05-01-31-301-007	05-01-31-313-015	05-07-06-200-027
05-01-31-103-009	05-01-31-110-011	05-01-31-301-008	05-01-31-313-018	05-07-06-200-028

Additional PIN for the enterprise zone including the following parcel in Garrett Township along the Union Pacific railroad connecting properties in southwest Tuscola Township to properties in northeast Bourbon Township: 712503001.

Additional PINs for the enterprise zone including the following parcels in Bourbon Township along the Union Pacific railroad right-of-way connecting the above property in Garrett Township to properties with the Village of Arthur corporate limits:

0721503001	0729503001	0721503003	0715503001	0722503001
0714503002	0720503001	0722503002	0714503001	0720503002
0730503003	0721503002	0714503004	0713503002	0713503001

Additional PINs for the enterprise zone covering properties within Bourbon Township and connected to the enterprise zone by the Union Pacific railroad right-of-way but located to the east of the Village of Arthur corporate limits:

02-07-30-200-004	02-07-30-200-014	02-07-30-200-025	02-07-31-200-028	02-07-32-100-008
02-07-30-200-007	02-07-30-200-015	02-07-30-200-026	02-07-31-200-029	02-07-32-100-009
02-07-30-200-008	02-07-30-200-017	02-07-30-400-004	02-07-31-200-032	
02-07-30-200-009	02-07-30-200-021	02-07-30-400-009	02-07-31-200-032	
02-07-30-200-010	02-07-30-200-022	02-07-30-400-010	02-07-31-200-032	
02-07-30-200-011	02-07-30-200-024	02-07-30-400-011	02-07-31-200-042	

Properties in the within the Village of Arthur are connected to the enterprise zone by a connecting strip along the Union Pacific railroad right of way running east to west through the Village of Arthur. Additional PINs for the enterprise zone covering properties in the Village of Arthur corporate limits connected via this connecting strip:

02-07-30-000-003	02-07-30-103-007	02-07-30-105-006	02-07-30-109-004	02-07-30-306-010
02-07-30-100-003	02-07-30-103-008	02-07-30-106-002	02-07-30-109-006	02-07-30-306-017
02-07-30-100-006	02-07-30-103-009	02-07-30-106-003	02-07-30-110-004	02-07-30-306-022
02-07-30-100-008	02-07-30-104-003	02-07-30-106-006	02-07-30-301-001	02-07-30-306-023
02-07-30-100-014	02-07-30-104-006	02-07-30-106-008	02-07-30-301-002	02-07-30-314-001
02-07-30-100-015	02-07-30-104-007	02-07-30-106-009	02-07-30-301-003	02-07-30-314-002
02-07-30-100-016	02-07-30-104-019	02-07-30-106-010	02-07-30-302-001	02-07-30-314-003
02-07-30-100-017	02-07-30-104-020	02-07-30-107-001	02-07-30-302-003	02-07-30-314-004
02-07-30-100-018	02-07-30-104-022	02-07-30-107-002	02-07-30-302-004	02-07-30-314-005
02-07-30-100-021	02-07-30-104-024	02-07-30-107-003	02-07-30-302-005	02-07-30-314-008
02-07-30-100-024	02-07-30-104-025	02-07-30-107-004	02-07-30-302-006	02-07-30-314-017
02-07-30-100-025	02-07-30-104-027	02-07-30-107-005	02-07-30-303-001	02-07-30-314-018
02-07-30-100-026	02-07-30-104-029	02-07-30-107-006	02-07-30-303-002	02-07-30-400-002
02-07-30-100-027	02-07-30-104-031	02-07-30-107-007	02-07-30-303-005	02-07-30-400-007
02-07-30-100-028	02-07-30-104-032	02-07-30-108-001	02-07-30-303-006	02-07-30-400-008
02-07-30-100-029	02-07-30-104-033	02-07-30-108-004	02-07-30-304-001	02-07-31-200-012
02-07-30-100-030	02-07-30-104-034	02-07-30-108-005	02-07-30-304-002	02-07-31-200-015
02-07-30-100-031	02-07-30-104-035	02-07-30-108-006	02-07-30-304-003	02-07-31-200-017
02-07-30-100-032	02-07-30-104-038	02-07-30-108-008	02-07-30-304-004	02-07-31-200-018
02-07-30-100-033	02-07-30-104-039	02-07-30-108-009	02-07-30-304-005	02-07-31-200-030
02-07-30-100-034	02-07-30-104-040	02-07-30-108-010	02-07-30-305-001	02-07-31-200-031
02-07-30-100-035	02-07-30-104-040	02-07-30-108-012	02-07-30-305-002	02-07-31-200-046
02-07-30-103-001	02-07-30-104-041	02-07-30-108-013	02-07-30-305-003	02-07-31-200-049
02-07-30-103-002	02-07-30-105-003	02-07-30-108-014	02-07-30-305-004	02-07-31-200-050
02-07-30-103-003	02-07-30-105-003	02-07-30-108-015	02-07-30-305-005	08-10-12-100-011P
02-07-30-103-004	02-07-30-105-004	02-07-30-109-001	02-07-30-306-003	
02-07-30-103-005	02-07-30-105-004	02-07-30-109-002	02-07-30-306-004	
02-07-30-103-006	02-07-30-105-005	02-07-30-109-003	02-07-30-306-007	

Additional PINs for the enterprise zone includes the following CSX Transportation railroad right-of-way which connects enterprise zone property in the City of Tuscola and Tuscola Township to the northeast with properties in Camargo Township:

0331504001	0235504002
0331504002	0236504002
0235504001	0236504001

Additional PINs for enterprise zone include the following properties as a connecting strip running northeast along the Union Pacific railroad right-of-way in Tuscola Township connecting properties in the City of Tuscola to Camargo Township:

0235503002	0236503001	0330503003
0235503003	0225503002	0319503001
0235503004	0225503001	0330503002

Additional PINs for the enterprise zone include the following properties in Camargo Township connected to the Union Pacific railroad right-of-way which connects to properties on the southwest edge of the City of Villa Grove corporate limits:

04-03-10-400-001	04-03-10-400-008
04-03-10-400-003	04-03-10-400-011
04-03-10-400-005	

Additional PINs for the Union Pacific railroad right-of-way which are a connecting strip from property in Camargo Township to the west with properties in the City of Villa Grove corporate limits:

0320503003	0317503001	0316503003	0310503002
0320503001	0316503001	0315503001	
0320503002	0316503002	0310503001	

(continued)

Previously listed parcels connect the following additional PINs for the enterprise zone covering properties in the corporate limits of the City of Villa Grove:

04-03-03-200-011	04-03-10-209-001	04-03-10-214-004	04-03-10-220-002	04-03-10-226-007
04-03-03-200-014	04-03-10-209-002	04-03-10-214-005	04-03-10-220-003	04-03-10-226-010
04-03-03-400-061	04-03-10-209-003	04-03-10-214-006	04-03-10-220-004	04-03-10-226-011
04-03-03-418-001	04-03-10-209-006	04-03-10-214-007	04-03-10-220-005	04-03-10-234-006
04-03-03-418-002	04-03-10-209-007	04-03-10-214-011	04-03-10-220-006	04-03-10-400-004
04-03-03-418-003	04-03-10-209-009	04-03-10-214-015	04-03-10-220-013	04-03-10-400-007
04-03-03-418-004	04-03-10-209-010	04-03-10-214-016	04-03-10-220-014	04-03-14-101-001
04-03-03-418-005	04-03-10-209-011	04-03-10-214-017	04-03-10-220-016	04-03-14-101-002
04-03-03-418-006	04-03-10-209-012	04-03-10-214-018	04-03-10-220-017	04-03-14-101-003
04-03-03-418-007	04-03-10-209-013	04-03-10-215-001	04-03-10-220-019	04-03-14-101-004
04-03-03-419-002	04-03-10-210-001	04-03-10-215-002	04-03-10-220-021	04-03-14-101-005
04-03-10-204-001	04-03-10-210-005	04-03-10-215-003	04-03-10-220-022	04-03-14-101-007
04-03-10-204-002	04-03-10-210-008	04-03-10-215-004	04-03-10-220-023	04-03-14-101-008
04-03-10-204-003	04-03-10-210-009	04-03-10-215-005	04-03-10-221-001	04-03-14-102-001
04-03-10-204-004	04-03-10-210-012	04-03-10-215-006	04-03-10-221-002	04-03-14-102-002
04-03-10-204-005	04-03-10-210-013	04-03-10-215-007	04-03-10-221-005	04-03-14-102-003
04-03-10-204-006	04-03-10-210-016	04-03-10-215-008	04-03-10-221-006	04-03-14-102-004
04-03-10-204-007	04-03-10-210-017	04-03-10-215-009	04-03-10-221-008	04-03-34-220-006
04-03-10-205-001	04-03-10-210-018	04-03-10-215-011	04-03-10-221-009	04-03-34-220-007
04-03-10-205-002	04-03-10-210-022	04-03-10-215-012	04-03-10-221-010	04-03-34-221-003
04-03-10-205-005	04-03-10-214-001	04-03-10-215-013	04-03-10-221-011	04-03-34-221-004
04-03-10-205-006	04-03-10-214-002	04-03-10-215-016	04-03-10-221-014	04-03-34-400-006
04-03-10-205-007	04-03-10-214-003	04-03-10-220-001	04-03-10-221-015	

Additional PINs for the enterprise zone include the following properties along the CSX Transportation railroad right of way which connect properties in Tuscola Township to Camargo Township and to the Village of Camargo:

0332504001	0335504002
0332504002	0333504003

(continued)

Additional PINs for the enterprise zone including the following properties adjacent to the CSX Transportation railroad right-of-way connecting corridor located in the Village of Camargo and Camargo Township:

04-03-34-400-003	04-03-34-409-001	04-03-34-404-001	04-03-34-404-011	04-03-34-411-012
04-03-34-404-018	04-03-34-409-002	04-03-34-404-002	04-03-34-404-012	04-03-34-411-013
04-03-34-404-019	04-03-34-409-005	04-03-34-404-003	04-03-34-404-013	04-03-34-411-014
04-03-34-404-020	04-03-34-409-006	04-03-34-404-004	04-03-34-404-014	04-03-34-411-015
04-03-34-404-021	04-03-34-410-001	04-03-34-404-005	04-03-34-404-015	04-03-34-411-016
04-03-34-407-001	04-03-34-411-001	04-03-34-404-006	04-03-34-411-005	04-03-34-411-017
04-03-34-407-002	04-03-34-411-002	04-03-34-404-007	04-03-34-411-007	04-03-34-411-018
04-03-34-407-004	04-03-34-411-003	04-03-34-404-008	04-03-34-411-008	04-03-34-411-019
04-03-34-407-005	04-03-10-400-006	04-03-34-404-009	04-03-34-411-009	
04-03-34-407-006	04-03-34-403-001	04-03-34-404-010	04-03-34-411-011	

Additional PINs for the enterprise zone include the following properties of CSX Transportation railroad right-of-way parcels in Camargo Township which connects the Village of Camargo to Murdock Township:

0336504001
0336504002
0335504002

Additional PINs for the enterprise zone include the following properties along the CSX Transportation railroad right-of-way connecting east Camargo Township to west Murdock Township:

0431504001	0432504002	0433504001	06-04-32-400-001	06-04-32-200-003
0431504002	0434504001	0433504002	06-04-32-401-001	06-04-32-200-002
0432504001	0434504002	06-04-29-400-007	06-04-32-401-007	06-04-32-200-001
07-04-35-300-002				

Additional PINs for the enterprise zone covering properties located in Murdock Township adjacent to the CSX Transportation railroad right-of-way connecting corridor:

06-04-34-300-004
06-04-34-400-008
06-04-34-400-009

Additional PINs for the enterprise zone include the following CSX Transportation railroad right-of-way in Newman Township which connects property in the Murdock Township to property within the City of Newman corporate limits:

0531504002	0436504001
0435504001	0436504002
0435504002	0531504001

Additional PINs for the enterprise zone covering properties within the City of Newman are connect to the previous parcels by the CSX Transportation railroad right-of-way connecting corridor:

07-12-05-100-022	07-12-05-100-030
07-12-05-100-028	07-12-05-100-031

Additional PINs for the enterprise zone include the following CSX Transportation railroad parcels connecting corridor properties on east side of the City of Newman to properties in east Newman Township:

0632504001
0632504002
0633504001

PINs for the enterprise zone covering properties in Newman Township to east of the City of Newman corporate boundaries connected to the enterprise zone by the CSX Transportation railroad connecting corridor:

07-04-35-100-007	07-05-31-400-009	07-06-33-300-004	07-12-05-100-026
07-05-31-400-002	07-05-31-400-010	07-12-05-100-023	
07-05-31-400-008	07-06-33-300-002	07-12-05-100-025	

Additional PINs for the enterprise zone covering railroad properties outside any corporate limits not otherwise listed:

0125300999	0136504003	0235300999
0131504002	0233501001	0235503001
0132504002	0234501001	0729503001

(continued)

Additional PINs for the enterprise zone covering additional railroad within various corporate limits not otherwise listed:

0131504001	0234504001	0334504002	0730104999	1404439003
0133504002	0234504002	0335504001	0730303998	1404501001
0136504001	0310503003	0631504001	0730303999	1404501002
0234503001	0333504002	0631504002	0730503001	
0234503002	0334504001	0712503001	0730503002	

**Properties in Piatt County and connected to the enterprise zone located within the corporate limits of the Village of Atwood.**

Additional PINs for the enterprise zone covering properties within the Village of Atwood corporate limits and located within Piatt County:

07-00-04-000-031	07-00-04-000-024	07-00-04-000-028	07-00-04-000-022	07-00-04-000-018
07-00-04-000-029	07-00-04-000-025	07-00-04-000-030	07-00-04-000-023	07-00-04-000-020
07-00-04-000-027	07-00-04-000-026	07-00-04-000-033	07-00-04-000-021	07-00-04-000-019
07-00-04-000-014	07-00-04-000-015	07-00-04-000-017		

Additional PINs for the enterprise zone that are connected by the CSX Transportation railroad right-of way corridor passing east to west through the corporate limits of the Village of Atwood in Piatt County and connect the Village of Atwood to Garrett Township properties:

16-36-502-004	16-36-502-003
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Additional PINs for the enterprise zone are these parcels in downtown Atwood connecting parcels in the Village of Atwood in Piatt County to the CSX Transportation railroad right-of-way connecting corridor through the Village of Atwood:

07-00-04-000-089-01	07-00-04-000-087-00	07-00-04-000-075-00	07-00-04-000-067-00
07-00-04-000-089-00	07-00-04-000-087-01	07-00-04-000-074-00	07-00-04-000-068-00
07-00-04-000-092-00	07-00-04-000-088-00	07-00-04-000-071-00	07-00-04-000-066-00
07-00-04-000-090-00	07-00-04-000-076-00	07-00-04-000-072-00	07-00-04-000-063-00
07-00-04-000-091-00	07-00-04-000-076-01	07-00-04-000-070-00	07-00-04-000-062-00
07-00-04-000-087-02	07-00-04-000-075-00	07-00-04-000-069-00	07-00-04-000-063-00

(continued)

Additional PINS for the enterprise zone in the Village of Atwood and Piatt County connecting the downtown area along North Main Street to Magnolia Avenue:

07-00-04-000-205-00	07-00-04-000-200-00	07-00-04-000-195-00	07-00-04-000-216-00	07-00-04-000-210-00
07-00-04-000-203-00	07-00-04-000-199-00	07-00-04-000-218-00	07-00-04-000-212-00	07-00-04-000-209-00
07-00-04-000-204-00	07-00-04-000-198-00	07-00-04-000-217-00	07-00-04-000-211-00	07-00-04-000-208-00

Additional PINs for the enterprise zone in the Village of Atwood and Piatt County connecting by a 3-foot strip of Magnolia Avenue running from 07-00-04-000-208-00 at the intersection of Main Street and Magnolia Avenue to 07-00-04-000-170-01 (Harris Electric) on west Magnolia Avenue:

07-25-16-006-022-11	07-00-04-000-280-02	07-00-04-000-280-03	07-00-04-000-280-04	07-00-04-000-280-01
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Additional PINs for the enterprise zone in the Village of Atwood and Piatt County connected to south side of Magnolia Avenue:

07-00-04-000-170-00	07-00-04-000-172-00	07-00-04-000-173-00	07-00-04-000-173-003
07-00-04-000-171-00	07-00-04-000-173-01		07-00-04-000-173-003

**Properties in Moultrie County and connected to the enterprise zone located within the corporate limits of the Village of Arthur.**

Additional PINs for the enterprise zone covering properties within the Village of Arthur corporate limits and located in Moultrie County. These parcels connect from the south to the Union Pacific railroad right-of-way connecting corridor. The Union Pacific railroad right-of-way connecting corridor runs into Village of Arthur from the east through Bourbon Township and exits the southwest side of the village. These properties are connected to the Union Pacific railroad right-of-way in the village:

03-03-25-409-013	03-03-25-409-006	03-03-25-409-002	03-03-25-409-004	03-03-25-409-003
03-03-25-414-001	03-03-25-414-014	03-03-25-414-015	03-03-25-419-002	03-03-25-414-004
03-03-25-414-013	03-03-25-414-012	03-03-25-414-014	03-03-25-414-003	03-03-25-419-003
03-03-25-419-004	03-03-25-419-009	03-03-25-419-008		

(continued)

Additional PINs for enterprise zone covering properties within the Village of Arthur corporate limits and located within Moultrie County along south Vine Street:

03-03-25-423-001	03-03-25-423-002	03-03-25-429-005	03-03-25-434-004
03-03-25-423-004	03-03-25-423-011	03-03-25-429-008	
03-03-25-423-005	03-03-25-423-006	03-03-25-429-006	
03-03-25-423-008	03-03-25-429-004	03-03-25-429-007	

Additional PINs for the enterprise zone connecting Union Pacific railroad right-of-way corridor to parcels within corporate limits of the Village of Arthur and Moultrie county. These parcels are located on the north side of the Union Pacific railroad right-of-way:

03-03-25-409-013	03-03-25-408-001
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Additional PINs for the enterprise zone connecting Union Pacific railroad right-of-way corridor to parcels within corporate limits of the Village of Arthur and Moultrie county. Located north of the Union Pacific railroad and connected by Beech Street and Progress Street:

03-03-25-409-013	03-03-25-407-001	03-03-25-407-007	03-03-25-411-003	03-03-25-409-011
03-03-25-411-002	03-03-25-415-007	03-03-25-406-018	03-03-25-406-014	03-03-25-415-006
03-03-25-407-008	03-03-25-415-015	03-03-25-406-010	03-03-25-425-010	03-03-25-406-017
03-03-25-409-012	03-03-25-409-010	03-03-25-406-021	03-03-25-425-011	03-03-25-406-019
03-03-25-415-010	03-03-25-415-014	03-03-25-406-216	03-03-25-411-001	03-03-25-406-008
03-03-25-406-020				

The enterprise zone includes PIN 03-03-25-406-016 which connects to a three foot connecting strip running along State Highway 133 and connects to additional parcels in the Village of Arthur corporate limits and in Moultrie County including PINs:

03-03-36-211-003	03-03-36-211-002	03-03-36-211-004
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This concludes the listing of parcels comprising the Douglas County Enterprise Zone.

The total square mileage of the enterprise zone area is 13.97 square miles.

This completes the legal description for the Douglas County Enterprise Zone.

## Illinois Enterprise Program

### Application Procedure to Add a Unit of Government to the Douglas County Enterprise Zone

1. Hold Public Hearing

The Designating Units of Government (City of Arcola, City of Newman, City of Tuscola, City of Villa Grove, Village of Arthur, County of Douglas, and Village of Atwood) and the County of Champaign holds a public hearing within the boundaries of the Enterprise Zone on the question of changing the Zone's boundaries. Public notice must be published no more than 20 days or less than 5 days before the hearing.

2. Pass Designating Ordinance and Intergovernmental Agreement

Champaign County passes a designating ordinance for the enterprise zone, offering incentives consistent with those offered by the participating units of government in the Tuscola/Douglas County Enterprise Zone. An intergovernmental agreement between all Designating Units of Government is adopted as well.

3. Amend Designating Ordinances

The Designating Units of Government amend the designating ordinances to include the County of Champaign as a new designating unit of government. These ordinances do not take effect unless and until DCEO approves them.

4. Amend Intergovernmental Agreements

The Designating Units of Government amend their intergovernmental agreements to provide the legal description and Permanent Index Numbers (PINS) of the proposed addition to the enterprise zone.

5. Make Application to DCEO

The Douglas County Enterprise Zone prepares and submits a lengthy application to DCEO for approval of a boundary change. DCEO has 90 days to approve or deny the application. Often, more information is requested which restarts the 90-day schedule.

In addition to amended ordinances, hearing transcripts, PINs, and maps, the application requires information such as:

1. Local labor market data
2. Economic characteristics
3. Documentation demonstrating the proposed additional areas meet at least three of the qualifying criteria
4. Economic development goals and objectives of Champaign County and how they relate to the existing enterprise zone, including specific tasks, activities, and commitments to achieve them.

## Table of Contents

<b>Section 1 – Introductory Letter .....</b>	<b>3</b>
<b>Section 2 – Firm Qualifications.....</b>	<b>6</b>
<i>Introduction .....</i>	6
<i>Past Experience .....</i>	10
<i>References .....</i>	11
<b>Section 3 – Key Qualifications.....</b>	<b>12</b>
<i>Key Staff Member Resumes.....</i>	14
<b>Section 4 – Project Understanding .....</b>	<b>14</b>
<b><i>Administration/Program Structure .....</i></b>	<b>14</b>
Capital Sources .....	14
Application Processing, Customer Service, Contractor Engagement .....	15
<b><i>Minimum Criteria for Property Owner Qualification .....</i></b>	<b>19</b>
Minimum PACE Project Parameters .....	20
Minimum Underwriting Requirements.....	21
Mortgage Lender Relations .....	22
Energy Audit Scoping.....	23
Contractor Selection Method .....	24
Verification of Installed Improvements .....	24
Program and Project Data Collection Methodology .....	25
Roles of County, PA, and Other Partners.....	25
Financial Impact on County .....	26
Scaling to Surrounding Cities/Counties .....	26
<b>Marketing.....</b>	<b>27</b>
Building Stock Analysis and Targeting .....	27
Use of Partnerships for Program Expansion.....	28
Program-Specific Website .....	28
This website will be distinct from the web portal that will be available to PACE financing applications through the existing Slipstream online system. ....	29
Educational and Training Material Use.....	29
Local Outreach Strategy.....	29
<b>Contractor Certification, Workforce Development and Training .....</b>	<b>30</b>
Contractor Recruiting and Qualification .....	30
Property Owner Feedback on Contractors .....	31
Workforce Development Strategy.....	32
<b>Quality Assurance and Program Reporting.....</b>	<b>32</b>
Overall Program Growth Reporting .....	32
Program Impact Reporting.....	33
<b>Section 5 – Program Costs .....</b>	<b>34</b>
Program Fees.....	34
Cost Recovery Strategy.....	35

*Project Financing Path*..... 36  
*County Risk and Cost Assessment* ..... 37  
*PACE Finance Amount Restrictions* ..... 37  
*Project Carry Time* ..... 37  
*Other Proposed Fees* ..... 37  
*Fee Assessment Mechanism* ..... 38

## Section 1 – Introductory Letter

The County of

**Re: RFP #**

Dear \_\_\_\_\_ :

Thank you for the opportunity to submit this response to provide PACE administrator services for \_\_\_\_\_ County's new Property Assessed Clean Energy ("PACE") program. The Illinois Energy Conservation Authority NFP ("IECA") is a not for profit entity that was formed out of a commitment to bring innovative PACE program administration to \_\_\_\_\_ County and the wider Chicagoland area and Midwest region. The IECA has compiled a team of partners, advisors, and consultants with deep ties to the region, and five decades of experience in serving the commercial real estate industry as well as nearly seven years of experience in PACE around the country. IECA is uniquely positioned to assist DuPage County in establishing a successful commercial PACE program that will support greater economic development activity in the County as well as contribute to developing high performing buildings through installation of energy efficiency and clean energy technologies. The IECA Team (as described below) possesses all the core competencies necessary to meet the County's goals of cost-effectively and efficiently executing PACE transactions, while providing the robust and dynamic suite of services that will be necessary to develop the County's Commercial PACE market. In addition to meeting the criteria necessary to run a program including program marketing, outreach, and education, the IECA Team is uniquely qualified for the following reasons, each of which is described in greater detail under Firm Qualifications:

1. PACE financing program administration experience at a regional and national level
2. Commercial real estate and finance experience
3. Local network, expertise, and roots
4. Organizational approach
5. Integrity

The IECA will coordinate a team of national industry leaders as well as lead the origination and marketing of the program. As a national leader in PACE since 2013 Inland Green Capital LLC ("IGC") will bring its experience in PACE to provide best practices for a successful PACE program. Located locally in Illinois, IGC will also provide lead support for the program setup, marketing, and origination for a PACE program as well as provide capital to projects as needed through an open market structure. Slipstream, a 501c3 not for profit corporation and current PACE Administrator for the state of Wisconsin, will provide the core program administration services including program setup, project screening and approval, and program marketing and outreach. Slipstream is a national leader in the design and

implementation of innovative energy efficiency and renewable energy programs. Abacus Property Solutions (“Abacus”) will support IECA in origination and underwriting of PACE projects, County program guideline development, and in the creation of County PACE training materials. Members of The Inland Real Estate Group of Companies, Inc. (“Inland”) will provide IT, marketing, and real estate tax support to the IECA Team as required. The law firm Chapman and Cutler will provide legal support drawing on a strong local practice and client base, as well as deep expertise in real estate finance and municipal bonds. The IECA Team will also have the resources of the Illinois Finance Authority (“IFA”) available to provide bond processing and closing services for the completion of PACE bond transactions, if requested by the County. The foregoing entities and other consultants and advisors are collectively referred to as the “IECA Team”.

Despite the best efforts of program administrators nationally, many PACE programs fail or are limited in their ability to originate transactions or to obtain existing mortgage holder consent. The IECA Team has the unique ability to not only provide program management, but also to have a local footprint in Illinois, and experience in originating transactions and working with lenders to obtain consent. IECA is committed to building an open market for PACE finance and has relationships with lenders able to originate projects in the County market. The IECA Team is ready to facilitate the deployment of capital to building owners on day one of this program, drawing on its network to provide competitive pricing and a range of lending terms that serve customer needs. Further, the IECA Team has relationships with contractors, energy service companies, project developers, realtors, lending institutions, and building owners to build a pipeline quickly and efficiently.

Our team’s strong experience within regional markets for energy, finance, and real estate, enables us to reach property owners and work with capital providers to integrate, standardize, and systematize PACE origination as a tool for green economic development that invests in the County and can seamlessly integrate with other regional programs across county boundaries.

If procured to serve as the County’s program administrator, IECA will work with the County to structure a platform that is lean and efficient, yet highly responsive to the unique needs and conditions of the County. Our team stands ready to work with you in building a thriving \_\_\_\_\_ County PACE market. Many thanks for the opportunity to submit this application.

Sincerely,

Mark Pikus  
President  
The Illinois Energy Conservation Authority NFP

GIVEN under my hand and notarial seal this \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

The organization of the following document is designed to respond to RFP #. These sections include headers pulled directly from the RFP, and either include our response or refer the reader to a separate section.

Definitions. The following terms shall have the meanings set forth below:

“**Abacus**” means: Abacus Property Solutions.

“**Cool**” means: DuPage County’s Property Assessed Clean Energy Program (PACE) per Resolution \_\_\_\_\_ dated \_\_\_\_\_.

“**IECA**” means: The Illinois Energy Conservation Authority NFP.

“**IECA Team**” means, collectively: The Illinois Energy Conservation Authority NFP, Inland Green Capital LLC, Slipstream, Abacus Property Solutions, some of the entities that are part of The Inland Real Estate Group of Companies, Inc. and other consultants, advisors and law firms.

“**IGC**” means: Inland Green Capital LLC.

“**Inland**” means: Some or all of the entities that are part of The Inland Real Estate Group of Companies, Inc. which is comprised of a group of independent legal entities some of which may be affiliates, share some common ownership or have been sponsored and managed by such entities or subsidiaries thereof.

“**WECC**” means: WECC EFS, a 501(c)(3) nonprofit corporation

## Section 2 – Firm Qualifications

### *Introduction*

IECA strongly believes that its team is the best qualified to serve as the program administrator in DuPage County for the following reasons:

1. PACE financing program administration experience at a regional and national level
2. Commercial real estate and finance experience
3. Local network, expertise, and roots
4. Organizational approach
5. Integrity

Our team has collective experience of 15 years in the PACE industry which includes program setup and bond finance experience in the states of Wisconsin, Florida, California, Ohio,

Missouri, Virginia, Pennsylvania and Kentucky, and over 80 years of experience in commercial real estate administration, finance and investment. The following is an overview of our firm’s qualifications for this project.

The Illinois Energy Conservation Authority NFP (IECA) was formed to serve as a not-for-profit PACE program administrator. As a not-for-profit, IECA’s focus is on executing its mission and originating PACE projects with the highest standards. IECA will serve as the program administrator and principal contact in the design, implementation and operation of C-PACE in \_\_\_\_\_County. IECA follows the Servant Leadership model where the PACE program administrator exists to serve the needs of its clients, which hopefully will include \_\_\_\_\_County. Under this approach, the IECA Team will serve the County in four fundamental ways:

- i) To furnish the County with increased economic activity from PACE projects
- ii) To limit the County’s liability related to program administration
- iii) To qualify PACE projects on their technical and financial merit and
- iv) Provide these services at no cost to the County

IECA will lead the origination and marketing for the program as well as coordinate the IECA Team of the following national leaders. As a national leader in PACE since 2013 Inland Green Capital LLC (“IGC”) will bring its experience in PACE to provide best practices for a successful PACE program. Located in Illinois, IGC will also provide lead support for the program setup, marketing, and origination for a PACE program as well as provide capital to projects as needed through the open market structure. Slipstream, a 501c3 not for profit corporation and current PACE Administrator for the state of Wisconsin, will provide the core program administration services including assisting in initial program setup, project screening and approval, and program marketing and outreach. Slipstream is a national leader in the design and implementation of innovative energy efficiency and renewable energy programs. Abacus Property Solutions (“Abacus”) will support IECA in origination and underwriting of PACE projects, developing the County program guidelines, and creating County training materials. Members of The Inland Real Estate Group of Companies, Inc. (“Inland”) will provide IT, marketing, and real estate tax support to the IECA Team as required. The law firm Chapman and Cutler will provide legal support drawing on a strong local practice and client base, as well as deep expertise in real estate finance and municipal bonds. The IECA Team will also have the resources of the Illinois Finance Authority (“IFA”) available to provide bond processing and closing services for the completion of PACE bond transactions if requested by the County. The foregoing entities and other consultants and advisors are collectively referred to as the “IECA Team”.

1. PACE financing program administration experience at a regional and national level

The IECA Team has a deep understanding of the competitive marketplace regarding both PACE financing and PACE program administration. IECA has evaluated the pros and cons of each of existing PACE programs and has developed a business model that makes IECA the

best choice as a program administrator for \_\_\_\_\_ County and for other municipalities in the state of Illinois.

IGC has been an active investor in PACE programs since 2012. IGC has purchased commercial and residential PACE Bonds from eight separate PACE program administrators in the states of California, Florida, Kentucky, Missouri, Ohio and Wisconsin. IGC is also an approved capital provider with PACE programs in California, Connecticut, Colorado, Kentucky, Missouri, Ohio, Florida, Michigan, Minnesota, Pennsylvania, Texas, Utah, Wisconsin, and, Virginia. IGC has been involved in the startup of PACE programs in the states of Florida, Kentucky and California and was the first capital provider for Kentucky PACE and also for the Solar Energy Loan Fund in St. Lucie County, Florida.

Slipstream is the current PACE Administrator for the state of Wisconsin and will provide the core program administration services including contributions to program setup, project screening and approval, and program marketing and outreach. Slipstream is a national leader in the design and implementation of innovative energy efficiency and renewable energy programs and is active in 13 states including Illinois. Through its partners including Slipstream and Abacus, the IECA Team has the energy engineering capabilities to vet, qualify and report project metrics such as energy savings, renewable energy production and green house gas (GHG) emission reduction.

## 2. Commercial Real Estate and Finance Experience

The IECA Team includes entities that are part of Inland which is headquartered in Oak Brook, Illinois and is one of the nation's largest commercial real estate and finance groups. Inland started out as a partnership among four Chicago-area schoolteachers, several of whom are still active today in the day to day management of the organization. As a business incubator, Inland has been creating, developing and supporting member companies, and sponsoring real estate-related investment funds, including limited partnerships, institutional funds and non-listed and listed REITs. Through this incubation business model, Inland has set up real estate support services companies and departments which serve Inland member companies and occasionally third parties in the areas of information technology, marketing, and property tax that would be a part of the IECA Team as needed. Over the past 50 years, Inland has been involved in over \$80 billion in transactions, \$45 billion in acquisitions, \$23 billion in capital raises, and 707 sponsored investment programs as of April 2018. Inland also has owned and/or managed over 100 million square feet of commercial property and nearly 83,000 apartment units in 49 states (See the Exhibits for the Inland Fact Sheet). The IECA Team can also draw on the expertise and resources of Inland entities and personnel as needed for guidance in the commercial real estate and finance area as well as Slipstream which launched Energy Finance Solutions (EFS) in 1996 to provide a platform to originate energy loans.

## Real estate finance expertise

Through its wealth of experience, Inland has developed strong relationships with the lending community from local, regional, and national banks to insurance companies. The IECA Team understands the importance of mitigating risks of default, and will work hand in hand with loan officers to tackle potential underwriting concerns and negotiate the best solution for both parties. This approach is particularly important in PACE financing, given the necessity of obtaining lender consent of existing loans under Illinois law. Unlike many program administrators, IECA believes that the program administrator should be available at the early stages to assist the property owners and capital providers through the consent process. Specifically, IECA will spend the time necessary to educate existing lenders on the general benefits of PACE, provide them with a financial analysis showing increased project value and cash flows with PACE financing, and work to achieve a project structure that is acceptable to them. The IECA Team's experience in commercial real estate finance makes us exceptionally qualified to design and run a PACE program in the state of Illinois.

### 3. Local Network, Expertise, and Roots

IECA subscribes to the tenet that real estate is local. PACE is essentially a financing tool that supports real estate owners in a given market. Although the mechanism behind the tool is similar across the country, achieving trust and support from the local community is a critical component to a successful PACE program. The IECA Team has the benefit of participating in a number of PACE programs across the country and will suggest a model it thinks will work the best but it also has the ability to work with the County to structure a program that meets the County's needs. Inland, a strong member of the IECA Team, has vested 50 years in growing and participating in the Chicagoland marketplace and greater Illinois, with deep roots in the construction, lending, real estate and management sectors. This local presence means that the IECA Team already has existing relationships with local experts - brokers, realtors, bankers, and contractors - to identify potential projects. In fact, inquiries have already been made of local chambers of commerce and commercial brokers about hosting events to generate interest in PACE.

### 4. Organizational approach

IECA believes that the best strategy for achieving long term successful PACE administration is to create a model that maximizes competition, minimizes costs, and promotes participation of local businesses. Maximum competition is best achieved under the open market structure where IECA qualifies an extensive list of energy audit firms, contractors and capital providers from which a property owner can choose. IECA is available primarily to educate property owners and contractors without interfering in the competitive process. To compete with other debt or equity products, total program administrative fees should be low, thus limiting potential revenue from managing the program. As a result, we believe the most financially viable way to administer C-PACE is through a not for profit entity.

Groups such as Slipstream, the Texas PACE Authority, Greater Cincinnati Energy Alliance and Missouri's Show Me PACE have demonstrated that non-profit PACE administration models can be successful. While the low fees charged in such models generate less revenue per deal, they also tend to generate more deal flow, as owners and project developers factor these lower costs into their financial projections. Further, market participants view a non- or not-for profit as having a mission beyond revenue generation, providing trust to both public and private entities. Running C-PACE as an open market does not alter IECA's commitment to limit County incremental administrative costs in participating in C-PACE.

## 5. Integrity

The IECA Team prides itself on upholding integrity as a critical component of its business operations and will administrate C-PACE as such. IECA's team member Inland continues to be a leader in the Chicagoland region, winning the Better Business Bureau Torch Awards for Ethics three times within the last ten years including in 2017. Slipstream has been in business since 1980 and has won more than 50 awards for its energy saving programs, including the ENERGY STAR® Partner of the Year Award, Homes Leadership in Housing awards, and more. Slipstream's in-house marketing team has also been recognized by the American Advertising Federation, MARCOM, and Public Relations Society of America. Abacus has been awarded foundation and federal grants based on their independent approach to PACE administration.

### *Past Experience*

Our team has extensive experience in the design, program administration, financing, and bonding of PACE projects.

1. Design, implementation and oversight of St. Lucie County, Florida PACE Program (IGC)
2. Design, implementation and program administration of Wisconsin PACE Program (Slipstream)
3. Design and implementation of Virginia PACE program development (Abacus)
4. Design and bonding advisory services for the Greater Cincinnati Energy Alliance program in Kentucky and MCEC Missouri program
5. One of the first capital providers for Figtree under the California Enterprise Development Authority (CEDA) PACE program and PACE Funding program under the California Statewide Communities Development Authority (CSCDA) program

In the Appendices, we have detailed three examples to illustrate the depth and range of the IECA Team's capabilities along with problems encountered, lessons learned and solutions devised.

## *References*

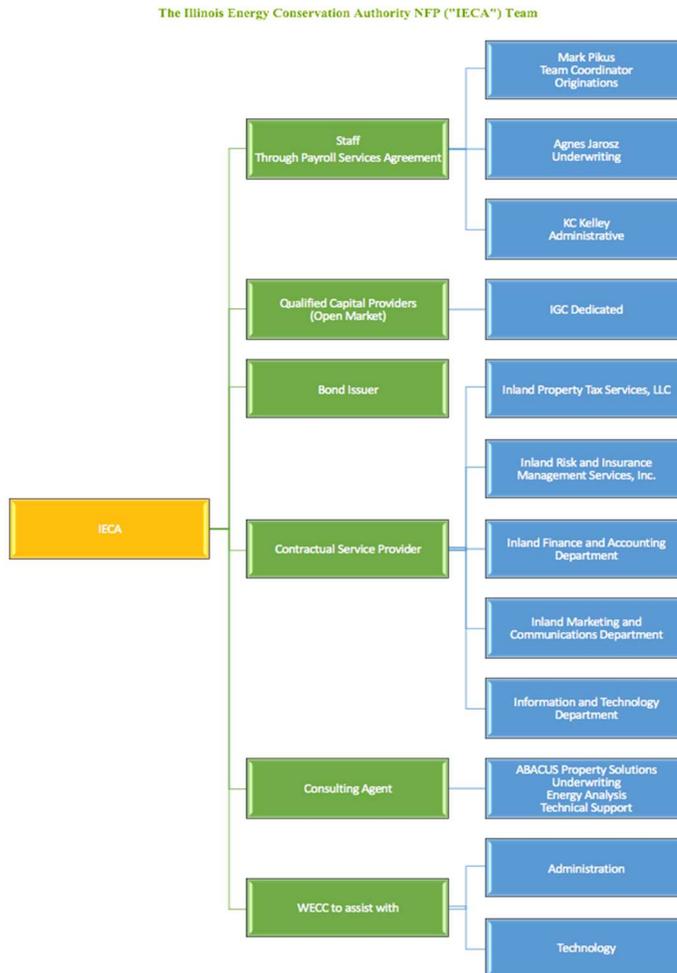
As detailed in the RFP, the IECA team has provided a list of three references from Government or Quasi-governmental entities. More references are available upon request. These references are included in the Exhibits.

## Section 3 – Key Qualifications

**Proposed Project Manager:** Mark Pikus  
**Tel:** 630-645-3795

**Company:** The Illinois Energy Conservation Authority NFP  
**Email:** mark.pikus@inlandgroup.com

**Relevant Projects** (Program Design and Financing): St. Lucie County -SELF, Western Riverside Council of Governments (WRCOG)-Samas Capital, Kentucky PACE, Missouri Clean Energy District, California Enterprise Development Authority (CEDA), LA County PACE, California Statewide Communities Development Authority (CSCDA) – PACE Funding



### Primary Third-Party Subcontractors:

**Company:** Inland Green Capital LLC  
**Tel:** 630-645-3795

**Contact:** Mark Pikus, President  
**Email:** mark.pikus@inlandgroup.com

*Area of Expertise:* IGC brings origination, underwriting, and bonding expertise. It is a member of the Inland Group of Companies, Inc. which is one of the nation’s largest commercial real estate and

finance groups. They have funded over 1,000 residential and commercial PACE projects and was a main contributor in the drafting of the Illinois Property Assessed Clean Energy Act.

*Role:* IGC will provide lead support for the program setup, marketing, and origination for a PACE program as well as provide capital for PACE projects.

<i>Programs:</i>	<i>Contact:</i>	<i>Organization:</i>	<i>Email:</i>	<i>Telephone:</i>
WRCOG, California	Mark Aarvig	Samas Capital	<a href="mailto:maarvig@samascapital.com">maarvig@samascapital.com</a>	909-942-4414
St. Lucie County, Florida program design	Mr. Doug Coward, Director	Solar Energy Loan Fund	<a href="mailto:doug@solarenergyloanfund.org">doug@solarenergyloanfund.org</a>	772-214-8661

**Company:** Slipstream  
**Tel:** 608-729-6854

**Contact:** Jason Stringer  
**Email:** [jstringer@slipstreaminc.org](mailto:jstringer@slipstreaminc.org)

*Area of Expertise:* Slipstream brings the program design and management, financial services, marketing, and outreach to provide PACE Program Administration services to local governments, public authorities, and other public entities interested in leveraging the benefits of PACE for their communities.

*Role:* Slipstream will provide the core administrative services including processing of applications, customer interaction, contractor and lender qualification, and project liaison.

*Sample PACE Projects:* Hotel Indigo, Hotel Retlaw, Uniroyal, Waterloo Technology Center

<i>Programs:</i>	<i>Contact:</i>	<i>Organization:</i>	<i>Email:</i>	<i>Telephone:</i>
Established Wisconsin PACE Commission	Jon Hochkammer Outreach Manager	Wisconsin Counties Association	<a href="mailto:hochkammer@wicounties.org">hochkammer@wicounties.org</a>	608-663-7150
Wisconsin PACE program	Andy Phillips, Esq.	Von Briesen & Roper, s.c.	<a href="mailto:aphillips@vonbriesen.com">aphillips@vonbriesen.com</a>	414.287.1570
Assist in Milwaukee PACE program design	Erick Shambarger Dep. Director	City of Milwaukee, Office of Sustainability	<a href="mailto:eshamb@milwaukee.gov">eshamb@milwaukee.gov</a>	414-286-8556

**Company:** Abacus Property Solutions, LLC  
**Tel:** 415-307-7777

**Contact:** Abby Johnson  
**Email:** [abby@abacusprop.com](mailto:abby@abacusprop.com)

*Area of Expertise:* Abacus brings program design and training expertise as well as experience in working with local governments to enable and enact PACE. Relevant to DuPage County and Illinois, Abacus is working directly with the Virginia state energy office to develop nationally vetted PACE program guidelines for Virginia that can be easily adapted for DuPage.

*Role:* Abacus will assist the IECA team with underwriting, energy analysis, and outreach/education.

<i>Programs:</i>	<i>Contact:</i>	<i>Organization:</i>	<i>Email:</i>	<i>Telephone:</i>
VA PACE legislation, toolkit and guidelines	Dan Farrell, PACE manager	DMME State Energy office	daniel.farrell@dmme.virginia.gov	804- 692-3207
St. Lucie County, Florida program design	Ms. Duanne Andrade, CFO	Solar Energy Loan Fund	duannea@solarenergyloanfund.org	772-214-8661

### **Resumes and Bios:**

Resumes for Mark Pikus, Jason Stringer, and Abby Johnson, and bios of other staff members are in the Exhibits.

A larger organizational chart of the IECA Team is provided in the Exhibits.

#### *Key Staff Member Resumes*

Key staff members include Mark Pikus, President of IECA, Jason Stringer, Senior Manager of PACE Wisconsin, and Abby Johnson, President of Abacus Property Solutions.

Detailed resumes are provided in the Exhibits.

## Section 4 – Project Understanding

### *Administration/Program Structure*

#### Capital Sources

IECA is committed to building an open market for PACE finance and has relationships with lenders able to originate projects in the \_\_\_\_\_ County market. From our Team’s experience around the country, the open market model has proven to be the most effective way to garner widespread support for use of PACE financing and drive. The IECA Team is ready to facilitate the deployment of capital to building owners on day one of this program, encourage origination, and provide a range of lending terms that serve customer needs.

The IECA Team is comprised of national industry leaders. Inland Green Capital LLC (“IGC”) will provide capital to projects as needed through the open market structure. IECA will encourage participation of capital providers who meet the criteria established by C-PACE in this RFP (see Slipstream RFQ and Lender Agreement in the Exhibits). IECA believes that having a variety of regional and national capital providers from which to choose will reduce the cost of financing and encourage sustained interest in the program.

In adhering to our interest in preserving an open market structure, IECA will refer qualified projects to approved and registered capital providers to offer financing terms to a property owner. If a capital provider originates a transaction, that capital provider would negotiate the terms it would offer to the property owner. Our definition of an open market system is when capital providers are free to originate and close transactions they originate through the chosen program administrator. However, in cases where PACE transactions are originated without a capital provider, each qualified capital provider would be allowed the opportunity to engage the property owner, at the reasonable discretion of the program administrator, to provide terms under which they would supply the capital.

Capital providers often act as project developers and will actively seek property owners to educate them about the benefits of PACE. Capital providers may also be interested in providing financial resources and/or their time to sponsor events, trainings, or any other opportunities where building owners will be educated about the PACE Program. IECA will cultivate an active open market for a wide variety of PACE lenders.

Another benefit to an open market is that capital providers are incentivized to originate their own transactions. While it will be important for the Program Administrator to educate through outreach and marketing of the program, there will be times when project applications are submitted with a capital provider already chosen by the property owner. In this case, we would assume a negotiated interest rate has already been agreed upon between the property owner and its chosen capital provider.

### *Application Processing, Customer Service, Contractor Engagement*

#### *Processing Applications:*

IECA will utilize Slipstream's web portal to process applications as illustrated in the diagram below:



The Application process broadly involves two main sequential steps.

**Pre-application:**

The first step is a pre-application completed by the property owner or their designated representatives (who can take various forms) online. This pre-application is largely intended to screen projects to determine eligibility for C-PACE at a basic level before they invest further in project development. The information collected in this step of the process will be used by the Program Administrator to verify that the Applicant’s property is an Eligible Property, and if the proposed project falls within the parameters established by the program guide.

New applicants to C-PACE will be prompted to create a username and password. These credentials will be used to access the Project Center portal to complete subsequent steps in the application process or to update information. Once a pre-application is submitted, the Program Administrator will conduct a preliminary review to determine if the property and proposed project is eligible for enrollment in the County PACE program. The review will typically be completed within 2 business days of receipt of a completed pre-application. If any applicant’s property is not eligible, the Program Administrator will provide guidance as to why their property or project is ineligible, as well as contact information should the applicant wish to further discuss the application.

Following review and approval of the pre-application, the Program Administrator will notify the applicant that the pre-application is approved, and property owners should move forward with the project development phase. Applicants will work with their designated representatives to develop and define an eligible PACE project. Applicants should obtain an energy assessment at this point in the process. Following the energy assessment, applicants will work with their contractors to determine the final project scope, cost, and schedule.

Simultaneously with or during the project development process the Program Administrator will recommend that the applicant approach any current mortgage holder(s) to acquire written lender consent for the proposed PACE project. Lender consent is a requirement for PACE financing in Illinois. IECA believes that the program administrator should be available to educate existing lenders on the general benefits of PACE and provide them with examples of increased project value and cash flows with PACE financing. The IECA Team's experience in commercial real estate finance makes us exceptionally qualified to design and run a PACE program and assist in obtaining lender consent.

#### Final Application:

The second project application step is the submission of final application with supporting documentation. When the pre-development work for the PACE project is substantially complete, applicants will complete the final application. The final application is available to the applicant upon approval of the pre-application and will be accessible through the online program portal. The program administrator will also send the applicant an email with a link to the final application within the online program portal.

Along with a complete final application form, applicants are required to submit documentation about the PACE project. The final application form within the online program portal contains a section available to applicants in order to upload all of the required documents. The Program Administrator will only accept documents uploaded through the final application form in the online program portal.

Applicants shall supply the following supporting documentation:

**Signed Installation Contract** from participating contractor for the PACE Project confirming the cost of the project implementation and the schedule for installation. Such contract(s) shall provide evidence that a qualified PACE Project will be installed on the premises by itemizing the equipment and measures identified in the Energy Assessment.

**Energy Assessment** conducted according to the requirements of the forthcoming Program Manual and documenting the energy, water and operations savings.

**Mortgage Loan Balance(s)** submitted as copies of the most recent mortgage loan statement(s) for all such loans outstanding on the property in order to determine the current loan-to-value ratio.

**Appraisal or Assessed Value** as indicated on the Final Application by the Applicant, which will indicate the basis for the Eligible Property valuation. If the Applicant selects appraised value, a copy of such appraisal shall be submitted along with its application.

**Mortgage Lender Consent** evidenced by written consent from the existing mortgage holder(s) on the Eligible Property for the proposed PACE Project.

**Title Report** disclosing all current mortgage and lien holders on the property and that there are no involuntary liens on the property (the Title Report must be issued not more than 30 days prior to closing of the PACE Financing).

**Executed Final Application** completed by the Applicant, with all files filled including all owner certifications and signatures.

**Substantially Final PACE Assessment Contract Agreement** must have been agreed upon among the PACE Lender, PACE Borrower and the Program Administrator. There should be no material changes to the PACE Assessment Contract after County approval and prior to closing.

**Payment of Program Expenses** must be evidenced in a proposed sources and uses statement or some other documentation reasonably satisfactory to the Program Administrator.

Once a complete final application is received, the Program Administrator will review it for completeness and accuracy of the information and documents enclosed to ensure they comply with all County C-PACE program guidelines. The Program Administrator will provide the applicant with written notice of approval or request for more information within 10 business days of a submission of a completed final application. If the Program Administrator finds the applicant's final application is incomplete, the Program Administrator will notify the applicant who will have the opportunity to complete any missing information. Upon resubmission of a completed final application, the Program Administrator will complete its review within 10 business days and respond in writing with the results of its review of the final application.

### *Customer Service and Contractor Engagement*

#### Capital Providers/Lenders

Capital providers often act as project developers and will actively seek property owners and educate them about the benefits of PACE. Capital providers may also be interested in providing financial resources and/or their time to sponsor events, trainings, or any other opportunities where building owners will be educated about the PACE Program. IECA will cultivate an active open market for a wide variety of PACE lenders.

#### Property Owners

Direct outreach to building owners who have an interest or need to upgrade their facilities is also an effective way to build demand. This outreach will be done through close coordination with building owner association groups such as: the Building Owners Management Association (BOMA), Illinois Realtors, the Urban Land Institute (ULI), Institute of Real Estate Management (IREM), International Council of Shopping Centers (ICSC) and others; working with large portfolio

owners; and working through partnerships with local Chambers of Commerce, economic development agencies and other business associations, as discussed above.

#### Project Developers

Project originators are companies with an expertise in finance, real estate and energy technologies that can help a building owner understand and rationalize the economic benefits of upgrading their building. Project developers may or may not also be a capital provider or contractor but typically receive a fee directly from the building owner for their services and therefore have an incentive to directly market a PACE program to potential clients. IECA will actively seek to identify potential project developers in \_\_\_\_\_ County and surrounding areas to encourage them to include PACE as a financing or upgrade tool they offer to building owners.

#### Government/General Public

Governments can support the marketing efforts of program administrators by actively participating in marketing activities and allocating staff and resources towards program marketing. IECA will encourage \_\_\_\_\_ County to maintain direct links on their website to web resources maintained by IECA, and clearly communicate in those resources that PACE is a program supported and vetted by the local government. Local governments should also lead internal awareness-building and education efforts across departments about PACE.

#### Contractors

Contractors, energy service companies, solar installers and developers, lighting representatives and installers, M/E/P firms, and general construction contractors, are typically the most effective origination channel partners for PACE transactions across the country. Contractors are already in the basements and on the roofs of commercial buildings, and typically have a good idea as to which buildings may benefit from upgrades. Since building owners may be challenged to pay for building upgrades with cash, contractors are usually very interested in offering financing solutions in order to increase the likelihood of the sale of a commercial energy project.

#### *Minimum Criteria for Property Owner Qualification*

- *Property is a commercial property*
  - *Including but not limited to office, retail, industrial, hospitality, mixed, specialty*
  - *Including multi-family residential greater than 4 units*
    - *Excluding condominium associations*
- *Property is within the PACE area*
- *There are no delinquent taxes, special assessments, or water or sewer charges on the property*
- *There are no delinquent assessments on the property under a property assessed clean energy program*
- *There are no involuntary liens on the property, including, but not limited to, construction or mechanics liens, lis pendens, or judgements against the record owner, environmental proceedings, or eminent domain proceedings*

- *That no notices of default or other evidence of property-based debt delinquency have been recorded and not cured*
- *That the owner is current on all mortgage debt on the property, the record owner has not filed for bankruptcy in the last two years, and the property is not an asset to a current bankruptcy*
- *Mortgage holder consent has been obtained*

### *Minimum PACE Project Parameters*

#### *Size Parameters*

There would not be a cap on the amount of PACE financing allowable on any one project as long as the project qualifies and a capital provider has the ability to fund the project. The minimum threshold would be \$50,000 subject to project eligibility requirements. Amounts lower than \$50,000 to be reviewed on a case by case basis.

We want to avoid placing an arbitrarily low cap on project size. We have observed such caps limiting property owner and lender interest in other PACE programs. We also believe that small projects, often taking the form of single-measure improvements, should also be allowed to maximize property owner interest and to best serve small businesses in need of funding. We however recommend a minimum project size of \$50,000 as it is often the case that projects smaller than this are unable to source funding as program administration and lender fees make such projects untenable.

#### *Scope Parameters*

IECA recognizes the benefits of flexible and open interpretations of eligible improvement standards in order to encourage creative and innovative projects. IECA will allow PACE project improvements that are permanently affixed to the real property and that reduce energy usage, water usage, or generate renewable power for the property. To the extent reasonable, and on a project-by-project basis in consultation with the project engineer, IGC will allow for PACE financing to support secondary or supporting measures. These measures must be essential for the installation or operation of the primary energy saving, water saving, or renewable power generating measures. One practical example would be to include in the assessment the added cost of reinforcing a roof structure to allow solar PV to be installed.

The PACE project budget may also include all costs required to complete the PACE project, such as installation/construction contract amount (materials and labor), engineer's energy analysis, other required design and engineering, project development fees, project certification fees such as LEED or WELL engineer or contractor's guarantee fees, County C-PACE administrative fees, permit fees, surveys, legal fees, financing fees, and any capitalized interest.

## Minimum Underwriting Requirements

### Project Eligibility

Project eligibility guidelines will be developed in consultation with the state statute, the \_\_\_\_\_ County Board, as well as all relevant stakeholders, with the experience of the IECA Team and its partners as guidance. There are several eligibility requirements mandated by the state statute that must be followed:

- The project must include at least one of the “Energy efficiency improvement(s)” listed in the definition sections of the state statute, understanding that these definitions are intentionally broad and open to interpretation by the locality and program administrator
- The project must be performed on a qualified “Property” as defined in the definitions section of the state statute
- A requirement that an assessment of the existing water or energy use and a modeling of expected monetary savings have been conducted for any proposed project
- The lien to value ratio cannot exceed 25%. This value can be determined by assessed value or by a licensed appraisal so long as that appraisal was conducted within the last 12 months
- All work requiring a license be done by a registered contractor approved by the local unit of government. Final payment of the work will not be paid to contractor until owner has signed off that the work was properly installed and operating as intended
- The Owner has signed a certification that the local unit of government has complied with Section 25 of the Property Assessed Clean Energy Act

IECA believes that to the extent possible, capital providers should follow their internal underwriting requirements when evaluating possible PACE projects to fund. Capital providers are best suited to evaluate the risk they are willing to accept, and to filter out projects which they believe to be unsuitable for PACE financing. IECA will therefore only impose underwriting requirements required under Illinois state law, and those that we believe necessary to protect the interests of \_\_\_\_\_ County, its citizens, and the property owners utilizing PACE.

The current Illinois law allows for a project LTV to be no more than 25% as determined by using the most recent assessed value of the property set by the County assessor or a market value appraisal not older than 12 months. The program administrator and the County can work together to determine a LTV percentage with which the County is comfortable. The option to use an appraisal instead of assessed value is also a benefit that will provide more flexibility for property owners and also more accurately reflect the current market conditions. In some cases, assessed value can be lower than the true market for various reasons including timing, recent property improvements, or county assessor methodology. With the added appraisal feature, this will allow more commercial properties to participate in the program.

The Program Administrator may accept property valuations determined by alternative appraisal methods, so long as such appraisal is accompanied by a written acceptance of the PACE capital provider who is funding the PACE project.

PACE financing term lengths should not exceed the useful life of the energy project; provided that the local unit of government may allow projects that consist of multiple improvements with varying lengths of useful life to have a term that is no greater than the improvement with the longest useful life.

As it is not required under Illinois law, IECA will impose no savings-to-investment (SIR) ratio requirement on PACE projects in \_\_\_\_\_ County. The state law anticipates that the monetary savings be quantified as part of the technical analysis. IECA believes that focusing on the financial advantages of the PACE project will encourage the most participation in the County. However, we believe that it is important to avoid overly strict metrics such as Energy Savings to Investment Ratios, as they will exclude many worthy projects. In many successful programs, PACE capital providers are required to either submit basic property financials to the administrator and / or are required by legislation to underwrite properties according to commercial mortgage standards. This process ensures that participating properties have sufficient cash flow to cover the assessment costs, even if this cash flow is not strictly flowing from the project savings.

### *Mortgage Lender Relations*

One of the main obstacles to closing a PACE transaction is obtaining the consent of the existing mortgage lien holder. Since the PACE lien will be a higher priority than the existing mortgage lien due to being co-equal with the ad valorem real estate taxes, some mortgage lenders view a PACE transaction as a threat to their existing lien position in the case of repayment from a delinquency. The ability to engage an existing lien holder, explain the benefits of a PACE transaction, and obtain their consent takes a certain degree of expertise in understanding real estate finance.

Lenders with existing mortgages on the subject property must provide written consent for the PACE lien. Project applicants are encouraged to request written lender consent following approval of their pre-applications, as this must be secured prior to the submission of the final application.

IECA will provide applicants with a standard lender consent form to be completed by all existing mortgage holders. IECA will also provide standard materials on PACE financing, which are designed to increase the likelihood of obtaining lender consent. The responsibility for obtaining lender consent will however rest on the applicant, and not on IECA, however the IECA will assist the property owner if requested. It is IECA's belief that PACE capital providers are often in the best position to obtain lender consent. That being said, as program administrator, IECA will

conduct outreach to local and regional banks to explain the benefits of PACE from a potential marketing tool as well as to the underlying value of their security interest.

IECA will recommend that applicants and/or PACE lenders make the following points to existing lenders as a positive case for providing lender consent:

The purpose of the mortgage lender consent is to:

- Provide notice to the mortgage holder that the applicant is proposing that the eligible property participate in the \_\_\_\_\_ C-PACE, and must obtain the mortgage holder's consent to such participation
- Request confirmation from the mortgage lender that the levy of the PACE assessment pursuant to the PACE assessment will not trigger an event of default or the exercise of any remedies under the mortgage loan documents or other security documents held by the lienholder
- Advise the mortgage holder or lienholder that the PACE financing will be repaid in semi-annual installments collected pursuant to the terms of the PACE assessment subject to the same penalties, remedies and lien priorities as a special assessment
- Contain a declaration from the applicant and owner of the eligible property to pay on a timely basis both the existing obligations secured by the eligible property and the proposed PACE financing

In seeking lender consent, the applicant may find it helpful to inform mortgage holder(s) that in the event of PACE financing default and tax foreclosure, the PACE financing will not accelerate and only the delinquent amount of the PACE financing will have super-priority lien status. A misconception of PACE lien priority is that the entire lien gains priority to the existing lien holder. In actuality, that is not the case, only the annual payment that is due for that year's real estate taxes has priority status. Further, participating property owners should emphasize that PACE-financed projects increase the value of the lender's collateral.

### *Energy Audit Scoping*

Illinois law requires the completion of an energy savings assessment and IECA recommends the assessment for several reasons. An energy assessment by a registered third-party entity will provide the property owner and/or their designated representative, as well as the PACE lender with an analysis of current utility use at the property, a list of measures with their associated costs, the expected useful lives of these measures, and their estimated savings. IECA will use the cost estimates to verify that the PACE financed amount does not exceed the maximum allowable level for that particular project and will use the estimated useful life values to ensure that the PACE financing term is allowable. IECA also recognizes the benefit that utility use analysis and utility savings and/or renewable energy production estimates provides to the property owner.

The energy assessment will be required to be submitted along with the final application. The energy assessment should comply with ASHRAE standards. The assessment must be conducted by an individual or individuals that is a part of the firm conducting the assessment and have at least one of the following certifications:

- Certified Energy Manager (CEM)
- Certified Energy Auditor (CEA)
- Multifamily Building Analyst (MFBA)
- High-Performance Building Design Professional (HPBD)
- Building Energy Assessment Professional (BEAP)

IECA will consider exceptions to the above rule on a case-by-case basis.

The cost of an energy assessment can be included in the PACE financed amount.

### *Contractor Selection Method*

IECA will operate \_\_\_\_\_ County C-PACE program as a fully open market for contractors, meaning that property owners and/or their designated representatives will be free to choose which contractor(s) install PACE improvements on their property, subject to some restrictions. IECA intends for the \_\_\_\_\_ County C-PACE program to benefit not only local property owners but also local businesses. Requirements for contractors are designed to be as minimal as possible to ensure that qualified, reputable firms of all sizes are able to participate in the PACE market.

All contractors working on PACE projects in \_\_\_\_\_ County will be required to be registered with the County PACE program before beginning work at a property. This registration will involve the submission and approval of an application stating contact information and general credentials (see Model registration Exhibits). Beyond this requirement, IECA will rely on the property owner and/or their designated agent to determine which contractors best suit their needs. IECA will require an annual re-submission of the application to ensure current records are kept.

### *Verification of Installed Improvements*

IECA will not require a savings guarantee be in place between the project contractor/engineer and the property owner and will therefore not require formal ongoing measurement and verification.

IECA will however require that the project contractor/engineer provide a post-construction verification report by a third-party validator or installer/manufacture once a project has been completed. IECA will review this report to ensure that all measures and improvements that were included in the final application have been successfully installed.

It is up to the discretion of the property owner or their designated representative to engage in any additional commissioning, measurement, and verification post-construction. IECA will also allow the PACE Lender to impose additional verification requirements as part of the PACE financing agreement.

### *Program and Project Data Collection Methodology*

IECA intends to institute ongoing project reporting requirements that balance the need for program data at the County and Program Administration level, with the resource of individual property owners.

All PACE projects administered by \_\_\_\_\_ County C-PACE will be required to provide:

- Whole-property utility usage data broken down by month and/or access to building's EnergyStar portfolio manager account for 12 months prior to construction and a minimum of 24 months after completion to gauge actual vs. estimated savings
- Annually, a description of the operational status of all measures funded by PACE financing

This data, along with the data collected during project application, development, and completion, will be used to generate internal reports as well as quarterly and annual reports which will be delivered to \_\_\_\_\_ County. IECA will provide property owners or their designated representatives with templates for the reporting of the above items, as well as sufficient advance reminders to ensure timely data collection. Quarterly reports will include high-level summaries of program activity, and annual reports will include more detailed and extensive information on project volume and ongoing project operations.

### *Roles of County, PA, and Other Partners*

A critical element of the design phase will be establishing the protocols for execution of the PACE transaction documents. This will require close coordination with the County to clearly lay out roles and responsibilities of key Departments and Offices of the \_\_\_\_\_ County government and the IECA. We anticipate that the County will play a vital role at the transaction execution and in the operation of the County real estate tax collection mechanism.

Summary of Process:

- Administrator completes review of the Project and ensures project meets requirements.
- Administrator prepares report or resolution for County approval.
- If approved, PACE financing moves forward and closes (\*1 see below).
- Administrator would record the assessment which will be levied on the property.
- Administrator to inform County Treasurer to add the assessment payment to the real estate tax bill on a yearly basis.

- County Treasurer would then collect the assessment when due. In \_\_\_\_\_ County, real estate taxes are collected in June and September of every year (\*2 see below).
- Administrator (or designated servicer) would work with Treasurer’s office to collect the PACE assessment part of the real estate tax bill.
- Administrator delivers PACE payment to PACE Capital provider for repayment until paid in full.

\*1 IECA would recommend that the County have a designated individual or committee given the authority to approve projects that meet the program criteria. This would create an efficient process while not burdening the County board’s time in approving resolutions, especially when projects meet program criteria.

\*2 IECA will work with the County Treasurer to establish a system for the collection of the PACE assessment and the delivering of that payment to the capital provider minus the County servicing fee if applicable. We believe that the best practice is for the County Treasurer to be the collector of any tax payment, as well as perform any default collection remedy to a delinquency. IECA through its consultants will perform the necessary reporting and monitoring to inform the County when assessments are made and recorded as well as aid in the servicing and collection of a PACE payment.

### *Financial Impact on County*

There will be no direct cost to \_\_\_\_\_ County for the administration of this PACE program. All costs will be borne by IECA, from initial program development through full operation. All expenses incurred by IECA for the administration of the County C-PACE program will be supported by program administration fees charged to property owners.

The only anticipated expenses for \_\_\_\_\_ County will be indirect in the form of internal labor and resources to help start the program which may involve IT time for coordinating the web site and tech platform integration. On-going internal labor would be for PACE project approval, reporting, PACE lien recording, collect PACE payments, and possibly pursue recompense for delinquent property tax payments.

IECA would recommend the County receive a fee for each PACE project that is financed through the program and that the County Treasurer receive a fee for collection of the PACE assessment.

### *Scaling to Surrounding Cities/Counties*

IECA was created in order to serve as a PACE administrator for any and all localities within the state of Illinois that choose to implement PACE. As we are headquartered in Illinois, we have a clear connection to and interest in growing the local economy and benefiting the County and its residents, but we also hope to bring PACE to the surrounding communities.

We are therefore committed to designing and implementing PACE programs with standardized practices and procedures to enable them to be adopted easily by other localities. The County C-PACE program will therefore be designed with standardized and simplified documentation and procedures. The IECA Team will draw on its experience around the country, and particularly its experience working with other Midwest program administrators and capital providers on regional PACE guidelines.

## Marketing

### *Building Stock Analysis and Targeting*

To build a successful program, marketing and outreach efforts should focus on certain geographic and economic corridors/districts or markets.

While almost all commercial property classes and sizes could apply to use PACE, we have observed that certain property types and use classes tend to use PACE more so than others. Historically, office, mixed use, and retail properties have been the most common real estate classes to use PACE. These property types most often have the financial and technical characteristics that make PACE attractive to property owners, developers, and capital providers. Buildings with very high-energy use, such as industrial and health care facilities, are also good candidates. Owners with property to lease in very competitive markets often feel pressure to keep their product attractive to potential customers, and PACE allows them to do so while also improving their bottom line.

*(INSERT County Statistics)*

While there is room for all commercial properties to use PACE, key property types such as \_\_\_\_\_ and \_\_\_\_\_ are well represented in the County.

### Targeting: Likely candidates for PACE financing

Several criteria are used to identify the ideal commercial building owner. The most important and perhaps obvious criterion is a need by the building owner for a qualified PACE improvement or improvements to their building.

Assuming the underlying need is there, the second criterion we look for in a potential project is the owner's need for capital to fund the qualifying improvement, as well as sufficient equity in the property to allow for an appropriate ratio of assessments to assessed market value of the property. Many owners are unable to secure capital for needed building upgrades and find that PACE can provide that capital on more attractive terms than traditional commercial debt. The ideal owner will also have a desire to lower utility costs to reduce their expenses and increase

operating revenue, to free-up existing capital for non-PACE projects, and/or to comply with a legal or industry regulatory standard.

### *Use of Partnerships for Program Expansion*

Direct outreach to building owners who have an interest or need to upgrade their facilities is also an effective way to build demand. From our experience in other states, outreach is often best achieved via organizations that have an existing relationship with the property owners such as: the Building Owners Management Association (BOMA), the Urban Land Institute (ULI), Institute of Real Estate Management (IREM), International Council of Shopping Centers (ICSC), Illinois Hotel and Lodging Association, and the Chicagoland Apartment Association. Further, IECA plans to reach property owners through existing relationships with greater Illinois property managers who understand the value of reducing operating expenses for their clients. IECA has found that local Chambers of Commerce, environmental groups, economic development organizations are also effective partners in providing education and “seal of approval” for PACE. The IECA Team is active in many Chambers of Commerce state-wide.

Contractors are highly effective channel partners because use of PACE provides them a financing option for the products and services they are trying to sell to commercial building owners. PACE financing is a “value-add” contractors bring to other energy performance contracts, or product-specific financing they can offer through affiliation with a manufacturer. IECA’s approach to drive demand in the \_\_\_\_\_ County market is to leverage existing relationships with contractors and build new relationships so that they will offer PACE as an option to their clients.

### *Program-Specific Website*

Web-marketing including a primary user-facing website as well as all other online marketing campaigns are also necessary components of any commercial PACE program and require significant resources.

The general public will be able to access periodically updated information through the IECA or website on local market deal flow, as well as generalized economic and environmental impact data from across all PACE markets administered by the IECA Team.

IECA will encourage the County to maintain direct links on its website to web resources maintained by IECA, and clearly communicate in those resources that PACE is a program supported and vetted by the local government.

This website will be distinct from the web portal that will be available to PACE financing applications through the existing Slipstream online system.

### *Educational and Training Material Use*

The IECA team through work in Wisconsin and Virginia in particular, already has presentation materials that are tailored both to general audiences and to specific stakeholders, such as existing lenders and Project Developers. Both Slipstream and Abacus have been providing training for PACE stakeholders for years and are familiar with best way to elicit concrete results. For example, prior to the opening of the Arlington County, Virginia program, Abacus gave a detailed presentation to local banks, highlighting how PACE actually mitigates default risk and actually offers lending institutions a new financing tool to offer their clients. Similar workshops to building owners and contractors are tailored to their needs and pain points. We have included one sample training by Slipstream in the Exhibits. Additional training and informational materials are available on our partner websites including MAPA ([pacealliance.org](http://pacealliance.org)), Slipstream ([slipstreaminc.org](http://slipstreaminc.org)) and VAEEC ([vaeec.org](http://vaeec.org)).

### *Local Outreach Strategy*

PACE Program marketing is typically undertaken by all key stakeholders in the PACE arena: Program Administrator, Local Government, Project Developers, Capital Providers and Contractors.

As the Program Administrator, the IECA Team will work in conjunction with \_\_\_\_\_ County to market the program and will be primarily responsible for developing marketing materials and providing the training. Successful strategies include:

- Channel Partners: The IECA Team can quickly provide information to building owners about PACE through existing networks and marketing channels that inform building owners, such as builder/building owners associations, chambers of commerce, commercial real estate associations, economic development forums, local community and advocacy groups. Typically, program administrators work with these types of entities to inform building owners through press, newsletters, and events hosted by the associations. IECA therefore plans to engage stakeholders early on in the development of the PACE program, as well as on an ongoing basis.
- Events and Trainings: Program administrators host in-person meetings for local government agencies, channel partners, capital providers, and contractors (see below) to provide more in-depth training on PACE. These trainings typically go beyond summarizing the basic value proposition of PACE toward answering more technical questions these

stakeholders face while trying to rationalize a PACE project. Trainings should feature expert stakeholders, including contractors, property owners and capital providers that have successfully funded PACE projects in the area or with property types similar to the audience for which the event is held.

- **Communications and Press:** One of the most successful strategies for marketing PACE is to ‘tell the story’ of successful PACE projects. IECA will encourage PACE stakeholders - the County, contractors, building owners, and capital providers - to participate in ribbon cuttings, press stories, films or other forms of communications events around their projects.
- **Project Development:** IECA will take time to conduct individual calls and meetings with potential customers to answer questions from owners, capital providers or contractors contemplating PACE projects. IECA will assist them in making informed decisions - essential to facilitating project closings.

IECA will coordinate with \_\_\_\_\_ County to determine the best role for the program administrator and what additional protocols may need to be in place to ensure participation by other project originators, capital providers and contractors are not compromised. If these latter stakeholders believe they are competing with the program administrator for business, they may cease their own marketing efforts and the total resources and marketing efforts deployed in the PACE Program may be reduced, leading to fewer projects and reduced suboptimal outcomes for the program.

## Contractor Certification, Workforce Development and Training

### *Contractor Recruiting and Qualification*

#### *Contractors*

IECA will operate the County C- PACE as a fully open market for contractors, meaning that property owners and/or their designated representatives will be free to choose which contractor(s) install PACE improvements on their property, subject to some restrictions. IECA intends for the County C-PACE program to benefit not only local property owners but also local businesses. Requirements for contractors are designed to be as minimal as possible to ensure that qualified, reputable firms of all sizes are able to participate in the PACE market.

All contractors working on PACE projects in the Countyt may be required to be registered with the County C-PACE program before beginning work at a property. This registration may (depending on County requirements) involve attending a half-day contractor information

session offered free of charge, and the submission and approval of an application stating contact information and general credentials.

Beyond this requirement, IECA will rely on the property owner and/or their designated agent to determine which contractors best suit their needs. IECA will require an annual re-submission of the contractor registration to ensure current records are kept.

IECA will through its normal project review process, evaluate the performance of contractors on each project through a simple questionnaire given to the property owner or their designated representative.

IECA will maintain a listing of all registered contractors on the program website. See details on recruitment in Local Outreach Strategy. See details on recruitment in Local Outreach Strategy.

### *Energy Auditors*

Qualifications for Energy Auditors are discussed under Administration/Program Structure of Project Understanding Section. In summary, IECA will require energy auditors engaged to conduct ASHRAE compliant energy audits to have one of the following certifications:

- Certified Energy Manager (CEM)
- Certified Energy Auditor (CEA)
- Multifamily Building Analyst (MFBA)
- High-Performance Building Design Professional (HPBD)
- Building Energy Assessment Professional (BEAP)

IECA may authorize exceptions to the above rule on a case-by-case basis.

IECA will maintain and publish on the program website a list of certified energy auditors who want to be advertised as willing to perform energy audits for PACE projects in \_\_\_\_\_ County.

### *Property Owner Feedback on Contractors*

IECA will through its normal project review process, evaluate the performance of contractors on each project through a simple questionnaire given to the property owner or their designated representative. This questionnaire will ask for qualitative and quantitative feedback on contractor performance and customer relations experience throughout the construction process. This feedback will be required for each project.

If a property owner or their designated representative indicates on this questionnaire that they would not hire a certain contractor in the future, or otherwise indicates significant dissatisfaction with the work conducted by a certain contractor, they will be contacted for further information. Only in situations of extreme negligence or illegal behavior will a contractor be removed from the approved list of contractors after one negative review. IECA will generally wait until two bad

reviews are submitted before removing a contractor from the approved list, and will in all cases request explanation or clarification from the contractor before removal. Contractors will be eligible to re-apply for registration with the County C-PACE program after one year.

As required under Illinois law, other checks and balances on contractor feedback will be vetted due to 1) final payment of the work will not be paid to contractor until owner has signed off that the work was properly installed and operating as intended and 2) the owner has signed a certification that the local unit of government has complied with Section 25 of the law.

### *Workforce Development Strategy*

As administrator of the County C-PACE program, IECA's goal is to engage \_\_\_\_\_ commercial property owners and more generally to engage the County economy. While we cannot and will not exclude energy contractors and subcontractors from outside \_\_\_\_\_ County from participating in the PACE program, our marketing and outreach will be primarily targeted to/located within \_\_\_\_\_ County.

IECA will provide introductory trainings that are geared towards a variety of service providers, from HVAC contractors to design firms to solar installers. This training will focus on specific financial and technical guidelines to be followed when working on a PACE financed project. Detailed information will be presented on what types of buildings are eligible for PACE and the types of clean energy or energy efficient improvements that can be installed with this financing. Deal flow and program administration structures will be explained in order to ensure that contractors will be as well-equipped as possible to successfully complete projects. This training will also provide a brief overview of the \_\_\_\_\_ County commercial real estate market and its place within the broader Chicago/Illinois region.

IECA will also work closely with \_\_\_\_\_ County staff to understand any County specific training and workforce development goals and integrate them with any regional programs or goals.

IECA will work with \_\_\_\_\_ County to identify specific opportunities for Small, Women-owned, and Minority-owned Businesses (SWaM) as well as leveraging opportunities for unemployed or underemployed service providers, and Veterans. In order to target these groups, we will reach out to members of the business community, identified in the marketing and outreach section, and additional targeted employment organizations.

### *Quality Assurance and Program Reporting*

#### *Overall Program Growth Reporting*

IECA proposes to develop and submit quarterly and annual reports to the \_\_\_\_\_ County Development and Finance Committees on the status of the PACE program. During the

development of the program, quarterly reports will be submitted that report on the progress of the IECA Team and the relevant stakeholders and government officials in developing the program. Once the program is launched, quarterly reports will be prepared and submitted that focus on the activity of the PACE market in \_\_\_\_\_ County. These reports will include summary statistics on application numbers, contractor applications and registrations, project pipelines and closings, as well as other information deemed relevant. Annual reports will also include such summary statistics as well as reflective analysis on the strengths and weaknesses of the program over the past year, and how IECA plans to remedy any problems.

### **Reporting:**

As needed, the platform will generate reports - on-demand and printable- that will include:

#### Property Level Reporting:

- Property owner of record
- Address of property
- Loan type
- Term of the loan and surcharge
- Recording date of surcharge
- Total amount financed
- Surcharge amortization schedule including annual principal and interest amount for each year of the term including capitalized interest payments
- PACE lender
- Servicer of loan
- Payment status (current, in arrears, built-in flags)
- Late fees
- Name of existing mortgage/DOT holder and consent

#### *Program Impact Reporting*

The IECA Team will provide regular program reporting to the County, PACE project participants, and the general public. This information will be varied in detail and content depending on the audience. The information will be presented as physical or online newsletters with varying amounts of technical detail. These newsletters will be generated and distributed periodically based on program-specific factors.

The IECA Team will endeavor to provide \_\_\_\_\_ County with as much information as is available. This will include:

- Detailed reports and analytics on PACE projects completed, in progress, or not approved;
- Confirmation of project completion;
- Financial and operational reports on capital providers;

- As required by Illinois law, review and confirmation of the Certificate of Completion by property owner;
- and any other reasonable information requested by \_\_\_\_\_ County.

This will also include technical data that demonstrates how the PACE project resulted in reduced utility expenses and consumption per the energy audit. IECA would request that owners provide site utility data for a minimum of 12 months prior to construction and 24 months after project completion (depending on measures installed). From a reporting standpoint, this type of information will verify actual vs. estimated savings and provide a powerful marketing tool to engage future customers. PACE project participants including owners, capital providers, contractors, and consultants will be provided with periodic generalized updates on deal-flow and descriptions of project types and success stories.

Stakeholders such as local economic development agencies, real estate industry associations, and energy efficiency and renewable energy advocacy groups will receive newsletters with generalized information on deal flow with a focus on economic and environmental impact in the specific community. The general public will be able to access periodically updated information through the IECA or website on local market deal flow, as well as generalized economic and environmental impact data from across all PACE markets administered by the IECA Team.

## Section 5 – Program Costs

### *Program Fees*

At no direct cost to the County, IECA anticipates establishing a self-sustaining PACE Program that is supported through a fee structure assessed on completed PACE projects. This arrangement aligns the interests of the Program Administrator with the County and its citizens, in ensuring lean and efficient execution and a clear path to achieving market scale. We have decided to operate IECA as a not-for-profit entity, which will ensure that IECA charges only those fees that are necessary to cover expenses of the IECA Team and third parties for their work in processing, closing, and servicing PACE transactions.

Our proposed fee structure contains a single, up-front program fee on closed projects and an on-going annual fee included with each PACE Assessment installment payment. Both fees are also designed to contribute to the recovery of IECA program related set-up costs and covering the on-going cost of servicing the projects on behalf of the County and/or the Bond issuer. The proposed fee structure is further described below.

It is important to note that IECA is flexible in the design and structure of the final fee schedule, and is comfortable adjusting fees based on further discussion with the County as a part of program design, and/or over time as market penetration is achieved. As an initial rate design, IECA proposes to charge the following fees within project closings:

Program Administration Fees		
Application Fee	One time	\$_____
Administration Fee	One time (Upon closing)	1.75% of the total assessment amount (Minimum \$2,500, Maximum \$90,000)
Program Maintenance Fee (optional)	Annual (or semi-annual)	0.____% on Principal Balance, and not less than \$____ per year or more than \$_____ per year.

*Program Fee*

The Program Fee is paid to the Program Administrator at or prior to the PACE financing closing date. The Program Fee is a one-time administration processing and program fee that equals 1.75% of the PACE financing amount. The Program Fee shall be no less than a minimum of \$2,500, nor greater than a \$90,000. This fee may be capitalized in the project budget for the PACE project.

This fee structure is competitive relative to other similarly-structured PACE Administration platforms offered around the nation. This fee structure is positioned to attract small businesses and smaller projects while also being fair to those owners with larger projects. We would also want the ability to adjust the fee downward for an individual project if the need arises.

*Annual Fee*

If the County requests that the program administrator service the PACE assessments, the annual PACE special assessment installments (PACE payments) shall include an annual fee equal to \_\_\_\_\_ hundredths of one percent (0.\_\_\_\_ percent / \_\_\_\_ basis points) of the outstanding principal amount of the PACE financing. The fee is collected annually with the PACE special assessment payment over the term of the PACE financing. The annual fee shall be no less than a minimum of \$\_\_\_\_ annually and no greater than a maximum of \$\_\_\_\_\_ annually. This fee covers the cost of servicing the assessment, which potentially includes billing and collecting assessments, transferring funds to capital providers, verifying that the assessments are correct and reporting assessment payments, delinquencies and associated penalties to the County.

*Cost Recovery Strategy*

As described above, IECA is designed to provide a streamlined administrative function. The front end program design will require initial capital investment in legal, IT, and structuring. One key to minimizing these setup costs is to leverage the benefits of systems that the IECA Team has developed in other jurisdictions. We anticipate an initial spend of approximately \$\_\_\_\_\_ during the first year of this project. IT systems such as back-end web portals for project developers and property assessment system integration often account for a large percentage of the operational budget. These tasks are typically outsourced to some extent and require

specialized technical knowledge. Web-marketing including the primary user-facing website as well as all other online marketing campaigns are also necessary components of any commercial PACE program and require significant resources. Personnel expenses, particularly in the early years of PACE administration, are typically the largest component of an administrator’s budget. Even for small programs, a full-time program manager who is capable of overseeing local marketing as well as the technical and administrative functions required for a successful program must be compensated competitively. It is also likely that even in the first year of operation, outside consultants and administrative support will be required. As even a small program develops, a second full-time analyst or marketing position is typically required.

On an ongoing basis, the Program will rely on lean staffing for the purely administrative functions and encourage active engagement in marketing from project developers who are paid either for services in developing projects or by private capital sources. In order to recover design costs and on-going program maintenance, we plan to drive volume to the program with aggressive marketing. IECA also hopes to expand the program to other local counties further defraying set-up costs. Another option for the cost recovery, in the early stages of the program, is to charge capital providers a modest fee for participation in the program. Capital providers will recognize the value of a new functioning PACE program and understand the costs associated with the start-up. This strategy has shown considerable success in the Show Me PACE program in Missouri and incentivizes capital providers to actively market PACE.

IECA has secured resources from several partners to ensure the ability to develop a robust administrative platform to serve \_\_\_\_\_ County during the set-up period.

### *Project Financing Path*

IECA intends to serve the \_\_\_\_\_ County real estate community under an open market structure. In this capacity, IECA will encourage participation of capital providers who meet the criteria established by our program guidelines. An open market structure gives the greatest potential for a successful program as it will encourage all capital providers and other PACE stakeholders financial incentive if they originate a PACE project. IECA believes that the open market structure results in the most competitive pricing for building owners by encouraging competition among capital providers, energy auditors, vendors and manufacturers.

IECA believes that having a variety of regional and national capital providers from which to choose will reduce the cost of financing and encourage sustained interest in the program. Among these qualified lenders is IGC, an experienced national PACE lender as well as a part of Inland. IGC’s role in the County C-PACE program can be to serve as a backstop when financially viable projects cannot obtain funding from the pool of qualified capital providers.

### *County Risk and Cost Assessment*

IECA PACE program for \_\_\_\_\_ County requires no credit exposure, nor dedication of general funds or allocation from constricted budgets for implementation. Because the IECA approach will rely on private capital with recourse to the revenues from the special assessment only (and not a general obligation of the County), the risk to \_\_\_\_\_ should be minimal. The County may have some cost in carrying out its tax delinquency and foreclosure process, but these costs will be recovered through the tax certificate/sale process subject to Illinois state law. The program will be designed to conform with, and IECA will work through the County's existing processes. If allowed under the program, IECA could provide a system of early notification on delinquency to parties with an interest in the property (such as the mortgage holder) in order to provide an opportunity to cure the delinquency prior to tax foreclosure.

### *PACE Finance Amount Restrictions*

There would not be a cap on the amount of PACE financing allowable on any one project as long as the project qualifies and a capital provider has the ability to fund the project. The minimum threshold would be \$50,000 subject to project eligibility requirements. Amounts lower than \$50,000 to be reviewed on a case by case basis.

We want to avoid placing an arbitrarily low cap on project size. We have observed such caps limiting property owner and lender interest in other PACE programs. We also believe that small projects, often taking the form of single-measure improvements, should also be allowed to maximize property owner interest and to best serve small businesses in need of funding. We however recommend a minimum project size of \$50,000 as it is often the case that projects smaller than this are unable to source funding as program administration and lender fees make such projects untenable.

### *Project Carry Time*

The optimal term of a project ultimately is a function of property owner preference. The longer the term, the lower the annual carrying cost which allows the property owner to maximize financing or savings. However, PACE financing term lengths should not exceed the useful life of the energy project; provided that the local unit of government may allow projects that consist of multiple improvements with varying lengths of useful life to have a term that is no greater than the improvement with the longest useful life.

### *Other Proposed Fees*

IECA does not intend to charge any fees in addition to the administration fee, the program maintenance fee (as requested), and the project application fee.

IECA recommends that the County charge a fee for use of the program. Based on other programs, we have seen this fee range from .5% - 1.25%.

IECA would also recommend that the County Treasurer charge a fee for the extra work associated with the collection of the PACE Assessment. Based on other programs, we have seen this fee range from .5-2% of the amount collected or a flat fee.

Other customary fees associated with the program can involve an assessment recording charge, trustee fee if applicable, and bond issuance/attorney closing fees.

IECA will allow capital providers to charge their own closing fees, early repayment penalties, or any other fees that they believe necessary. IECA will not impose such charges.

The foregoing fees generally cover the necessary costs for administering the program. These fees and costs do not include any specialized or extraordinary fees that a property owner may incur due to a special circumstances or intensive review of a transaction. The property owner will be responsible for those costs.

#### *Fee Assessment Mechanism*

Program administration fees, both the one-time fee and the ongoing maintenance fee, County fees, bond/attorney fees, and closing costs, can be capitalized in the overall PACE financing amount for a project. The above fees will be paid by the property owner or their designated representative directly to the applicable parties at project closing. The ongoing program maintenance fees and County Treasurer collection fee will be paid as a portion of the semi-annually installment payment as set forth in the Assessment Contract.

Application fees are due at the time of final project application, and are payable by the property owner or their designated representative directly to IECA.

STATE OF ILLINOIS }  
COUNTY OF DU PAGE } SS

I, JEAN KACZMAREK, COUNTY CLERK AND CLERK OF THE COUNTY BOARD, IN THE COUNTY AND STATE AFORESAID, AND KEEPER OF THE RECORDS AND FILES THEREOF, DO HEREBY CERTIFY THE ATTACHED TO BE A TRUE AND CORRECT COPY OF

CB – O- 0024-19

ADOPTED BY THE COUNTY BOARD AT A MEETING HELD AT THE DU PAGE CENTER, 421 N. COUNTY FARM ROAD, WHEATON, ILLINOIS, ON THE 14<sup>TH</sup> DAY OF MAY, A.D. 2019.

ALL OF WHICH APPEARS FROM THE RECORDS OF THE PROCEEDINGS OF SAID COUNTY BOARD NOW IN MY OFFICE REMAINING.

GIVEN UNDER MY HAND AND THE OFFICIAL SEAL OF MY OFFICE AT WHEATON, ILLINOIS, THIS 30TH DAY OF AUGUST A.D., 2019.

  
JEAN KACZMAREK  
DU PAGE COUNTY CLERK

Ordinance

CB-O-0024-19

AN ORDINANCE ESTABLISHING A PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM IN THE COUNTY OF DU PAGE ILLINOIS, DESIGNATING A PACE AREA, PROVIDING FOR PROPERTY ASSESSMENTS, AND APPROVING RELATED MATTERS.

\* \* \*

WHEREAS, The County of DuPage, Illinois (the "*County*"), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended (the "*Counties Code*"); and

WHEREAS, pursuant to the Property Assessed Clean Energy Act of the State of Illinois, as amended (the "*Act*"), the County Board of the County (the "*Board*") is authorized to establish a property assessed clean energy (PACE) program (the "*Program*") to finance Energy Projects (as defined in the Act) intended to decrease energy consumption using voluntary assessments recorded against privately-owned commercial, industrial, non-residential agricultural, or multi-family (of 5 or more units) real property falling within the jurisdiction of the County and in an area designated by the County as a PACE Area (as defined in the Act); and

WHEREAS, in order to implement and facilitate the Program, the Act provides that the County is authorized to enter into agreements with qualifying owners of real property, Program Administrators (as defined in the Act) and third party capital providers to provide for the imposition of assessments against qualifying properties on the land records of the County to secure the repayment of contractual assessments for the purpose of providing owners of qualifying properties located in the County with affordable financing for energy improvements with respect to such properties; and

WHEREAS, the Board does hereby determine that it is advisable and in the best interests of the County to establish the Program in and for the County, designate a PACE Area, provide for property assessments, and approve related matters:

NOW, THEREFORE, It Is Hereby Ordained by the County Board of The County of DuPage, Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

*Section 2. Public Purpose; Approval of Assessment Contracts.* The Board hereby finds that the imposition of assessments against qualifying properties on the records of the County to secure the repayment by property owners of voluntary contractual assessments ("*Assessment Contracts*") entered into for the purpose of providing owners of qualifying properties ("*Owners*") located in the County with affordable financing for Energy Projects pursuant to the Program further essential public and governmental purposes of the County. Such purposes include but are not limited to reduced energy costs, reduced greenhouse gas emissions, economic stimulation and development, improved infrastructure, improved property valuation, and increased employment.

Ordinance

CB-O-0024-19

The form of Assessment Contract attached as an Exhibit to the Report (as hereafter defined) is hereby approved. Any two of the following: Chairman of the Board (the "*Chairman*"), the County Administrator, the Chief Financial Officer, or their designee (the "*Authorized Officers*") is hereby authorized to negotiate and execute on behalf of the County the terms of any Assessments Contracts with Owners pursuant to the procedures set forth in the Report and as required by the Act, and upon execution to record such Assessment Contracts or an extract or memorandum summarizing thereof with the Recorder of Deeds of the County (the "*County Recorder*"). Prior to execution of any Assessment Contract, an Authorized Officer shall make all determinations required by the Act, which determinations may be made in reliance on the Program Administrator (as hereafter defined) or other sources reasonably deemed to be reliable.

When an Assessment Contract is executed and delivered by the County as herein provided, such Assessment Contract will be binding on the County; from and after the execution and delivery of such Assessment Contract, the officers, employees, and agents of the County are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Assessment Contract as executed. Each Assessment Contract or an extract or memorandum summarizing the relevant terms thereof shall be filed by or at the direction of the County with the County Recorder.

*Section 3. Designation of Program Administrator.* The County intends to facilitate access to capital to provide funds for Energy Projects to be repaid pursuant to the terms of the Assessment Contracts. In order to facilitate and finance the Program, the Board hereby ratifies, approves and, as necessary, directs the execution of a Program Development and Administrative Services Agreement (the "*Administrative Services Agreement*") with The Illinois Energy Conservation Authority NFP ("*IECA*"), an entity that itself, its affiliates, consultants, or advisors shall have done business as a program administrator or capital provider for a minimum of 18 months as required by the Act (the "*Program Administrator*"). Such Administrative Services Agreement and this ratification and approval shall supersede and replace any prior agreement or approval of the Board. IECA shall serve as the Program Administrator for the PACE Area designated herein by the County. The Administrative Services Agreement shall be in substantially the same form attached hereto as *Exhibit A*. The Administrative Services Agreement is hereby ratified and approved by the Board, and the Authorized Officers are hereby authorized and directed to execute and attest said agreement and any supplement or amendment thereto in the name of the County, with such changes therein as such officials shall approve, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the executed form before the Board. As the Program Administrator, IECA will administer the Program on behalf of the County and shall be responsible for arranging capital in furtherance of the Program.

*Section 4. Energy Projects.* The Board approves the following Energy Projects which may be financed pursuant to the Program: the installation or modification of an Alternative Energy Improvement, Energy Efficiency Improvement or Water Use Improvement (each as defined in the Act), or the acquisition, installation or improvement of a renewable energy system that is affixed to a stabilized existing property (including new construction).

Ordinance

CB-O-0024-19

*Section 5. Designation of PACE Area.* The Board designates the jurisdictional boundaries of the County, in their entirety, as a PACE Area.

*Section 6. Report.* Pursuant to Section 15 of the Act, and in order to establish the Program, a report on the Program (the "*Report*") shall be finalized by the Program Administrator and approved by the County, which Report shall identify and include at a minimum all of the following:

- A. Form of assessment contract between the County and record property owner governing the terms and conditions of financing and assessment under the Program; and
- B. Identification of the County officials authorized to enter into an assessment contract on behalf of the County; and
- C. Maximum aggregate annual dollar amount for all financing to be provided by the Program Administrator under the Program; and
- D. Eligibility requirements and the application process for financing Energy Projects under the Program; and
- E. Method to determine financing terms, including interest rates, repayment periods, and maximum amounts of assessments; and
- F. Explanation of how assessments will be made and collected; and
- G. Capital plan to finance Energy Projects under the Program pursuant to the sale of bonds as authorized under the Act; and
- H. Information regarding the following to the extent known, or procedures to determine the following in the future: (i) revenue sources (including reserve funds, if any) to be used as security for the above-mentioned bonds, and (ii) fees to be charged to record owners participating in the Program that will be used to finance costs incurred by the County as a result of the Program; and
- I. Require the term of an assessment not exceed the useful life of the Energy Project financed by the assessment; provided, however, that the County may allow projects that consists of multiple improvements with varying lengths of useful life to have a term that is no greater than the improvement with the longest useful life; and
- J. Determine an appropriate ratio of the amount of the assessment to the assessed value of the property or the market value of the property as set forth in an appraisal no older than 12 months; and
- K. Before participation in the Program, require the record owner of a property subject to a mortgage to obtain written consent from the mortgage holder; and
- L. Marketing and participant education provisions; and
- M. Debt service reserve fund provisions, if any; and
- N. Plans to address quality assurance and antifraud measures.

The Report and all the terms thereof and attachments thereto, in substantially the form attached hereto as *Exhibit B*, are hereby approved, and the Chairman and the County Clerk are hereby authorized and directed to execute and attest a final version of the Report and any supplement or amendment thereto in the name of the County, with such changes therein as such officials shall approve, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form before the Board.

Ordinance

CB-O-0024-19

*Section 7. Public Hearing.* Pursuant to the Act, a public hearing is not required by the County in order to establish, amend or facilitate the Program, to establish a PACE Area or to enter into any agreements in connection therewith.

*Section 8. Property Assessments.* For the purpose of providing funds required to pay annual amounts due from Owners under the Assessment Contracts, and which amounts may be assigned by the County in furtherance of the Program, there is hereby assessed upon property within the County and subject to an Assessment Contract, in the years for which amounts due under such Assessment Contract are outstanding, a direct annual assessment for that purpose; such assessment shall be in addition to all other assessments and taxes of the County.

Any such assessments are to be collected at the same time and in the same manner as taxes collected under the Illinois Property Tax Code.

The County expressly intends to assign and/or pledge payments to be received from each such Assessment Contract in furtherance of the Program. The County covenants and agrees with the beneficial holders of assessments that so long as such assessments remain outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to assess and collect the assessments provided for in this Ordinance. The County and its officers will comply with all present and future applicable laws in order to assure that the assessments may be permitted to be assessed, extended, and collected pursuant to applicable law. Nothing in this Agreement shall prohibit or prevent the County of DuPage from taking or instituting any action or enforcement proceeding seeking to enforce its ordinances, abate any nuisance, or remediate any hazard. Nothing in this Agreement shall prohibit any action by the County of DuPage to later condemn or acquire properties, either in whole or in part, covered by this Agreement.

*Section 9. Limited Obligation of the County.* Any obligation of the County to provide funds pursuant to an assignment of amounts to be received under an Assessment Contract shall be a special, limited obligation of the County, payable solely from the funds provided in such Assessment Contract and is not a general obligation of the County, and the full faith and credit of the County is not pledged to the payment of any obligation secured by such assigned amounts. The Assessment Contracts and any obligations secured thereby shall be payable solely and only from payments of assessments on benefitted property within the PACE Area, and if applicable from revenue sources or reserves established in support of such obligations.

*Section 10. No Conflicts; Further Acts of the County.* It is hereby found that no person holding any office of the County either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the transactions contemplated hereby.

When financing documents are executed and delivered by or on behalf of the County in support of the Program, such financing documents will be binding on the County; from and after the execution and delivery of such financing documents, the officers, employees, and agents of the County are hereby authorized, empowered, and directed to do all such acts and things and to

Ordinance

CB-O-0024-19

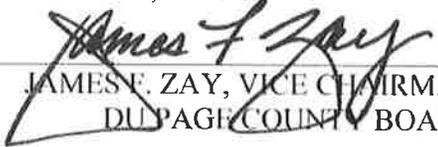
execute all such documents as may be necessary to carry out and comply with the provisions of such financing documents as executed.

*Section 11. Additional Ordinances.* The Board may adopt additional ordinances or proceedings supplementing or amending this Ordinance. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the County to implement the Program, all in accordance with applicable law.

*Section 12. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

*Section 13. Repealer and Effective Date.* All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Enacted and approved this 14th day of May, 2019 at Wheaton, Illinois.

  
\_\_\_\_\_  
JAMES F. ZAY, VICE CHAIRMAN  
DUPAGE COUNTY BOARD

Attest:

  
\_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

Ayes 17  
Nays 1

**PROGRAM DEVELOPMENT AND  
ADMINISTRATIVE SERVICES AGREEMENT**

**BETWEEN**

**THE COUNTY OF DUPAGE, ILLINOIS**

**AND**

**THE ILLINOIS ENERGY CONSERVATION  
AUTHORITY NFP**

Dated as of

**SEPTEMBER [ 10 ], 2018**

**TABLE OF CONTENTS**

	<u>Page</u>
Article 1 ADMINISTRATOR SERVICES .....	1
1.1 Engagement of Administrator; Term .....	1
1.2 Acceptance by Administrator .....	2
1.3 Program Administration Services .....	2
1.4 Supplemental Services .....	2
1.5 The Services .....	2
1.6 Acknowledgment of Program Development and Set-up Services .....	2
1.7 Standard of Performance .....	2
1.8 Audit .....	3
1.9 Insurance .....	3
1.10 Exclusions .....	3
Article 2 COUNTY OBLIGATIONS .....	4
2.1 County Obligations .....	4
2.2 Exclusivity .....	4
Article 3 ADMINISTRATION FEES .....	4
3.1 Administration Fees .....	4
Article 4 TERMINATION .....	4
4.1 Administrator Events of Default .....	4
4.2 County Events of Default .....	5
4.3 Termination for Force Majeure .....	6
4.4 Effect of Termination .....	6
4.5 Administrator Obligations after Termination .....	6
4.6 Survival .....	7
Article 5 INDEMNIFICATIONS .....	7
5.1 Indemnification .....	7
Article 6 LIMITATIONS OF LIABILITY .....	7
6.1 General Limitation .....	7
6.2 Damages Limited .....	7
Article 7 FORCE MAJEURE EVENTS .....	8
7.1 Notice of Force Majeure Event .....	8
7.2 Effect of Force Majeure Event .....	8

Article 8 REPRESENTATIONS AND WARRANTIES .....	8
8.1 Representations and Warranties of the County .....	8
8.2 Representations and Warranties of Administrator.....	9
Article 9 MISCELLANEOUS .....	10
9.1 Governing Law .....	10
9.2 Amendments .....	10
9.3 No Waiver.....	10
9.4 Assignment .....	10
9.5 Nondisclosure .....	<b>Error! Bookmark not defined.</b>
9.6 Illinois Freedom of Information Act.....	11
9.7 Intellectual Property.....	11
9.8 Further Assurances .....	11
9.9 No Agency .....	11
9.10 Notices .....	11
9.11 Rules of Interpretation .....	13
9.12 Complete Agreement .....	13
9.13 Severability .....	13
9.14 Multiple Counterparts.....	13
9.15 Third Party Beneficiaries.....	13
9.16 Attorney's Fees .....	14
9.17 NON-DISCRIMINATION:.....	14
9.18 Drug Free Workplace. ....	14

**EXHIBITS**

Exhibit A	-	Definitions
Exhibit B	-	Administration Services
Exhibit C		Supplemental Services

## PROGRAM DEVELOPMENT AND ADMINISTRATIVE SERVICES AGREEMENT

This PROGRAM DEVELOPMENT AND ADMINISTRATIVE SERVICES AGREEMENT (as amended, modified or supplemented from time to time, this "*Agreement*") is entered into as of August [ ], 2018 (the "*Effective Date*") between The County of DuPage (the "*County*"), and The Illinois Energy Conservation Authority NFP, an Illinois not for profit corporation ("*IECA*"), as administrator (in such capacity, the "*Administrator*").

### RECITALS

A. The County desires to adopt a resolution (the "*Resolution*") authorizing the County to create and administer the Cool DuPage Property Assessed Clean Energy Financing Program (the "*Program*") in compliance with Illinois Public Act 100-0077, the Illinois Property Assessed Clean Energy Act (50 ILCS 50) for the qualification, approval, granting, administration and collection of Program loans;

B. The County wishes to contract with a Person (1) to work with the County to develop the Program terms and documents and (2) to act as the program administrator for the Program (the period during which the program terms and documents are being developed shall be referred to herein as "*Phase 1*", and the period during which the Program shall operate shall be referred to herein as "*Phase 2*");

C. Administrator is a nonprofit corporation formed to act as a program administrator that will contract with various entities with experience in energy efficiency and PACE (as defined below) programs to assist in the offering of program administration services, and its contractors have experience in energy efficiency financing programs; and

D. The County desires to retain the services of IECA to develop the terms and documentation of the Program during Phase 1 pursuant to the terms set forth herein and act as administrator for the Program as set forth herein in an amended and restated version of this Agreement during Phase 2.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

Capitalized terms used and not otherwise defined herein shall have the meaning set forth in Exhibit A.

### ARTICLE 1 ADMINISTRATOR SERVICES

**1.1 Engagement of Administrator; Term.** On the terms and conditions set forth in this Agreement, the County hereby engages Administrator to develop and the PACE Program Manual (and, after approval by the DuPage County Board, eventually perform) the Services for the Program for Eligible Properties (as defined in Exhibit A). Performance of the Services shall

ETC...

## Exhibit A

### Defined Terms

As used in the attached Agreement, the following terms shall have the meanings set forth below:

**“Additional Term”** has the meaning given in Section 1.1.

**“Administration Fees”** has the meaning given in Section 3.1.

**“Administration Services”** has the meaning given in Section 1.3.

**“Administrator”** has the meaning given in the preamble of this Agreement.

**“Affiliate”** means, when used with reference to a specified Person, any Person directly or indirectly controlling, controlled by, or under common control with the specified Person; provided, however, that (i) with respect to the Administrator, “Affiliate” shall not include the County and (ii) with respect to the County, “Affiliate” shall not include Administrator.

**“Agreement”** has the meaning given in the preamble of this Agreement.

**“Applicable Law(s)”** means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, guideline, Governmental Approval or consent or requirement of a Governmental Authority, in each case which is applicable to or binding on such Person.

**“Business Day”** means a day, other than a Saturday or Sunday or a public holiday, on which banks are generally open for business in Wheaton, Illinois.

**“Calendar Quarter”** means each January 1 through March 31, each April 1 through June 30, each July 1 through September 30, and each October 1 through December 31.

**“County”** has the meaning given in the preamble of this Agreement.

**“Disclosing Party”** has the meaning given in Section Error! Reference source not found.

**“Dollar”** and **“\$”** means the lawful currency of the United States of America.

**“Effective Date”** has the meaning given in the preamble of this Agreement.

**“Eligible Properties”** means commercial, industrial, agricultural and multi-family residential real property of 5 or more units located within the jurisdiction of the County.

**“Final Application”** means a final application for financing by an Eligible Property Owner under the Program.

**[“Financing and Special Charge Agreement”<sup>2</sup> means that certain agreement to be entered into by the County, an Eligible Property owner, and a Qualified Lender setting forth, among other things, the terms of the financing for the Project, the repayment and collection thereof, the levying of the related PACE special charge and the results of non-payment of the PACE financing.]**

**“Force Majeure Event”** means, when used in connection with the performance of a Party’s obligations under this Agreement, any act, condition or event which renders said Party unable to comply totally or partially with its obligations under this Agreement, but only if and to the extent (a) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (b) the Party seeking to have its performance obligation(s) excused thereby has taken reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect thereof on its ability to perform its obligations under this Agreement and such event is an event which, by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome and (c) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby or its Subcontractors, suppliers, agents or employees. Without limiting the meaning of, but always subject to, the preceding sentence, the following events, while not exhaustive, constitute Force Majeure Events to the extent that they render a Party unable to comply totally or partially with its obligations under this Agreement and otherwise comply with the preceding:

(a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

(b) acts of God, including but not limited to, storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, fires, excessive winds, excessive rain, objects striking the earth from space (such as meteorites), drought or any other naturally occurring event or severe weather conditions for the jurisdiction of the Program that impacts the ability of Administrator to perform the Services; and

(c) acts of any Governmental Authority that restrict or limit Administrator’s ability to operate the Program, as applicable.

Notwithstanding the foregoing, the following shall not constitute a Force Majeure Event: (A) a Party’s financial inability to perform, (B) changes in market conditions that affect the price of, demand for, or supply of, materials, or (C) strikes or labor disputes targeted directly at Administrator or its subcontractors or vendors.

**“Governmental Approval”** means all permits, licenses, approvals and authorizations of any Governmental Authority.

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<sup>2</sup> Names of Program documents subject to change.

“**Governmental Authority**” means any national, state, autonomic, regional, province, town, city or municipal government, whether domestic or foreign, or other administrative, regulatory or judicial body of any of the foregoing, but specifically excluding the County.

“**Indemnified Parties**” has the meaning given in Section 5.1.

“**Insolvency Event**” with respect to a Person means (i) a proceeding is instituted against such Person seeking to adjudicate such Person as bankrupt or insolvent, (ii) such Person makes a general assignment for the benefit of its creditors, a receiver is appointed on account of the insolvency of such Person, or such Person files a petition seeking to take advantage of any other Applicable Laws relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts, or (iii) such Person generally fails to pay its undisputed debts when due or as they mature.

[“**Lender Consent Template**”<sup>3</sup> means that certain Lender Acknowledgement to Contractual PACE Special Charge included as part of the Program Manual.]

“**Losses**” has the meaning given in Section 5.1.

“**PACE**” means property assessed clean energy.

“**Party**” means either the County or Administrator.

“**Person**” means any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

“**Phase 1**” has the meaning given in the Recitals.

“**Phase 2**” has the meaning given in the Recitals.

“**Program**” means the uniform PACE program for Eligible Properties operated by the County pursuant to this Agreement.

“**Program Documents**” means the Program Manual, [the Lender Consent Template, the Qualified Lender Agreement and the Financing and Special Charge Agreement, [the relevant bond documents]] in each case as the same may be modified or amended pursuant to the written consent or approval of the County.<sup>4</sup>

“**Program Manual**” means that certain collection of standards, terms, conditions, criteria, and rules relating to the operation of the Program to be developed by the Administrator [with the cooperation of the County] relating to underwriting standards for Projects, determinations of Eligible Properties, determinations of Qualified Lenders, determinations for participating contractors, and other relevant aspects of operating the Program.

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<sup>3</sup> Names of Program documents subject to change.

<sup>4</sup> Names of Program documents subject to change.

“**Project**” means the improvements to real property of an Eligible Property qualified pursuant to the terms of the Statute and the Program Documents.

“**Proprietary Software**” has the meaning given in Section 9.7.

“**Qualified Lender**” means a financial institution or other business engaged in the business of financing Projects and that has signed a Qualified Lender Agreement.

[“**Qualified Lender Agreement**”<sup>5</sup> means that certain agreement setting forth the terms and conditions for the participation of Qualified Lenders in the Program.]

“**Receiving Party**” has the meaning given in Section Error! Reference source not found.

“**Services**” has the meaning given in Section 1.5.

[“**Services Fees**” has the meaning given in Section 3.1.]<sup>6</sup>

“**Statute**” means the Illinois Property Assessed Clean Energy Act (50 ILCS 50), as amended.

“**Subcontract**” means a subcontract under which the Administrator subcontracts any of its obligations under this Agreement to a Subcontractor.

“**Subcontractor**” means any Person retained by the Administrator to perform any portion of the Services in furtherance of the Administrator’s obligations under this Agreement.

[“**Supplemental Fees**” has the meaning given in Section \_\_\_\_.]<sup>7</sup>

“**Supplemental Services**” has the meaning given in Section 1.4.

“**Term**” has the meaning given in Section 1.1.

“**Termination Notice**” has the meaning given in Section 4.4(a).

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<sup>5</sup> Names of Program documents subject to change.

<sup>6</sup> Will be the aggregate of all fees.

<sup>7</sup> To be determined when the Supplemental Services are determined.

## **Exhibit B**

### **Administration Services**

#### **Phase I Services**

1. Draft resolutions needed to adopt the Program
2. Draft forms of Program Documents
3. Identify sources of capital
4. Establish program to process applications, provide customer service, and engage contractors
5. Establish parameters for size and scope of projects that will qualify for the Program
6. Establish underwriting criteria
7. Establish procedures for coordination with mortgage lenders/obtaining lender consent
8. Establish scope of energy surveys and audits to be required for each project
9. Establish methods for contractor selection
10. Establish procedures for confirming that improvements have been installed/completed
11. Establish procedures for tracking data regarding the efficacy of the Program
12. Discuss with the County the roles and responsibilities of County staff, the Administrator and the other parties working on the Program
13. Work with the County to develop a website for the Program
14. Develop educational and training materials for those interested in participating in the Program
15. Develop a contractor workforce training and recruitment program (including for women, minorities and the long-term unemployed)
16. Develop an itemized list of the costs of the Program
17. Develop a list of the fees of the Program, including fees paid by the property owner, measurement and verification fees, energy audit fees, early repayment penalties, and closing fees
18. Work with the County to develop the mechanism for the collection and distribution of the amounts to be received pursuant to the Program
19. Establish procedures for reporting to the County staff and/or the County Board regarding the Program

#### **Phase II Services**

1. Process applications for the Program.
2. Provide customer service and engagement with contractors
3. Collect data needed to evaluate the efficacy of the Program (quality assurance and program reporting)
4. Market the Program, including using the internet, local media and other means
5. Manage the contractor workforce training and recruitment program
6. Close PACE transactions
7. Service closed PACE transactions (collection and distribution of property owner payments)

# SAMPLE

CHAPMAN AND CUTLER LLP  
Draft of May 10, 2019

## ASSESSMENT CONTRACT

[NAME AND LOGO OF MUNICIPALITY OR COUNTY]	<b>Property Owner Name:</b>	[Mr. or Mrs. Property Owner] _____
	<b>Property:</b>	[123 Main Street] [City, IL DuPage County]
	<b>Financed Amount:</b>	\$ 250,000 (the "Financed Amount")
	<b>Assessment Payments:</b>	[40] Assessment Payments of \$[11,656.99], each [June 1] and [September 1] commencing [June[1], 20[19]
	<b>Interest Rate:</b>	[6.5]%
	<b>Registered Contractor:</b>	[ABC Co]
	<b>Completion Deadline:</b>	[June 1, 2019]
	<b>Construction Escrow:</b> <input checked="" type="checkbox"/>	

This **ASSESSMENT CONTRACT** (this "**Agreement**"), dated as of \_\_\_\_\_, 20\_\_ (the "**Effective Date**"), is by and between [DuPage County] (the "**Sponsor**") a [INSERT APPROPRIATE UNIT OF LOCAL GOVERNMENT ENTITY TYPE], and [Mr. or Mrs. Property Owner] (the "**Property Owner**") the owner(s) of record, of the fee interest in the real property described on Exhibit [A] (the "**Property**"). The Property Owner completed an application (the "**PACE Application**") to participate in a property assessed clean energy ("**PACE**") financing program (the "**Program**") offered by the Sponsor pursuant to the Property Assessed Clean Energy Act. 50 ILCS 50/1 et. seq. (the "**PACE Act**") and administered by [ICEA] (the "**Administrator**"), in order to finance or refinance certain qualified "energy projects" (as defined in the PACE Act) that benefit the Property, as described on Exhibit A (the "**Improvements**"). The Property Owner will repay this financing through a tax assessment (the "**Special Assessment**") levied on the Property. This Agreement establishes the terms of participation in the Program and payment of the Special Assessment.

**SPECIAL ASSESSMENT.** The Property Owner freely and willingly agrees that upon execution of this Agreement, the Property shall be subject to the Special Assessment levied by the Sponsor in an amount equal to the Financed Amount described above. The Property Owner will use the financing obtained under this Agreement solely for the purpose of financing the actual costs of materials, labor and fees necessary for installation of the Improvements. If the actual costs of the Improvements exceed the Financed Amount, the Property Owner is solely responsible for such excess. The Special Assessment and all associated interest and penalties will create a lien (the "**Lien**") against the Property until they are paid. The Lien will be coequal to and independent of the lien for general taxes on the Property. If the Property Owner sells the Property, the obligation to pay the Special Assessment and the Lien will remain with the Property and will be effective against any future owner of the Property until the Special Assessment has been paid in full.

**PAYMENTS.** The equal installments that the Property Owner is anticipated to pay under the Special Assessment are described above ("**Assessment Payments**") and on Schedule I. The exact payment amounts and due dates will be disclosed in annual invoices from the local tax collector along with the Property Owner's regular property taxes and must be paid with the Property Owner's regular property taxes. Assessment Payments are not subject to discount or any other credit for early payment.

**INTEREST.** Interest will accrue on the principal balance of the Special Assessment at rate equal to [6.5]% per year on the basis of a 360-day year consisting of 12 months of 30 days each. Interest will begin to accrue on the full amount of the Special Assessment beginning on the Effective Date. Each Assessment Payment will include the full amount of interest scheduled to become due within the corresponding 6-month period of the calendar year in which that Assessment Payment is scheduled (each, an "**Interest Period**"). Early payment will not reduce the amount of interest accrued in any Interest Period. The principal balance of the Special Assessment will

include capitalized interest sufficient to pay any interest due in the period from the Effective Date to the first day of the Interest Period covered by the first scheduled Assessment Payment.

**ADMINISTRATIVE FEES.** Each Assessment Payment will include administrative fees to pay certain costs to administer the Program (“**Administrative Fees**”). Administrative Fees will be equal to **[\$400]** of each scheduled Assessment Payment.

**PROGRAM REQUIREMENTS.** Based solely on the recommendation of the Administrator and the representations of the Property Owner in this Agreement and in the related application, the Sponsor has determined the Property Owner has met all necessary Program requirements to enter into this Agreement.

**FUNDING.** If construction of the Improvements is not complete as of the Effective Date, funds from the Special Assessment must be disbursed to a construction escrow account governed by an escrow arrangement (the “**Construction Escrow**”) that is consistent with the requirements of the program guidelines for the Program as of the Effective Date (the “**Program Guidelines**”) and designated by the Property Owner on the Effective Date. Otherwise, funds from the Special Assessment will be disbursed to or at the direction of the Property Owner once all requirements have been completed in accordance with the Program Guidelines. The Property Owner shall provide to the Administrator copies of any documents submitted or require to be submitted in connection with requests for funding from the Construction Escrow. In accordance with the Program Guidelines, requests for funding under the Construction Escrow or any other disbursements will be accompanied by an interim or final completion certificate, as applicable, signed by the relevant contractors and the Property Owner certifying the work on the Improvements has been completed in a satisfactory manner and in accordance with all relevant construction agreements. The Property Owner shall ensure that, if (a) funds remain in the Construction Escrow [24] months after the Effective Date and the Improvements are not complete (as evidenced by delivery of a final completion certificate) or (b) after the delivery of the final completion certificate funds from the Special Assessment remain unspent, the agreements governing the Construction Escrow provide that the Program Administrator may direct by written notice to the applicable escrow agent that funds in the Construction Escrow will be disbursed at the direction of the Administrator as a partial prepayment of the Special Assessment. Promptly after such disbursement, the Administrator will provide the Property Owner an updated **Schedule I** that describes the relevant adjustments to future payments.

**PREPAYMENT.** The Special Assessment may be prepaid in whole or in part upon no less than 45 days written request to the Administrator [at any time][between September 10 of calendar year and February 15 of the next calendar year], to the extent permitted by law. Prepayments will be applied at the end of the month in which funds are received. Upon receipt of the request for prepayment, the Administrator will provide a payoff statement and payment instructions. The amount of any prepayment, in whole or in part, will include a rebate of unearned interest, if applicable, and a prepayment premium equal to the amount set forth on **Exhibit A** attached hereto. Following a prepayment, Assessment Payments will continue to be owed in the same amount as prior to such prepayment; however, the number of Assessment Payments owed may decrease. [Due to circumstances outside of the Program’s control, certain prepayments (including those applied after [February 15] of any calendar year) may result in the Property Owner receiving a tax bill that does not reflect that prepayment. In these circumstances, the Property Owner must pay the full tax bill, and the Administrator will refund overpayments to the Property Owner when received from the tax collector.]<sup>2</sup>

**LATE PAYMENT.** Under Illinois law, if the Property Owner fails to pay any annual installment of the Special Assessment on a timely basis, delinquent Special Assessments will be subject to the same penalties as other delinquent property taxes, which initially incur a penalty of 1.5% per month and continue to incur increasingly steep penalties mandated by statute if such taxes remain unpaid, including loss of title to the Property. The Property Owner will be responsible for any fees, default interest or other charges related to a delinquent payment.

**FORECLOSURE.** The Property Owner acknowledges and agrees that upon failure to pay any Assessment Payment, the Sponsor has the right to enforce collection of delinquent installments, associated penalties and all

costs of suit (including attorneys' fees) by all lawful means, including through a tax certificate sale or an issuance of a tax deed or other process that could result in Property Owner losing title to the Property. The Property Owner acknowledges that the Sponsor has the right to obligate itself, on behalf of the Financing Parties (as defined below), to exercise such rights and remedies with respect to enforcement of delinquent Special Assessments to the extent permitted by applicable law.

**NO ACCELERATION; NO REDUCTION OR OFFSET; SURVIVAL.** Except as provided below with respect to Eminent Domain, amounts due under the Special Assessment will not accelerate upon a default or late payment or enforcement of remedies under this Special Assessment and the Special Assessment, the Lien and the obligation to pay Assessment Payments when they become due shall survive any such event and continue until paid in full. The Property Owner acknowledges and agrees that the Special Assessment will not be subject to reduction, offset or credit of any kind for any reason, including in the event the Improvements fail to perform.

**NONRECOURSE.** Without limiting any rights pursuant to an agreement among the providers of capital for funding the Special Assessment (the "**Capital Providers**") and the Property Owner that is (A) entered into in connection with the Special Assessment and (B) in accordance with the requirements for such agreements in the Program Guidelines (a "**CPACE Supplemental Agreement**"), the Property Owner will not be personally liable for any Special Assessment due after the closing of a tax sale with respect to the Property or the completion of the exercise of other applicable remedies by the Sponsor, except for indemnification rights arising from an event of fraud, willful misconduct or reckless disregard by Property Owner.

**NO WARRANTIES; LIMITATION OF LIABILITY.** Neither the Sponsor nor the Administrator makes any warranty or representation, either express or implied, regarding the Improvements, including any warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are expressly disclaimed.

**PROPERTY OWNER REPRESENTATIONS AND WARRANTIES.** The Property Owner represents and warrants: (A) the Property Owner is duly organized, validly existing and in good standing in the state of its organization and has authority to do business under the laws of the State of Illinois; (B) the Property Owner has all necessary power and authority to own the Property and to enter into and perform the transactions contemplated by this Agreement; (C) there are no actions, suits or proceedings pending, or to the knowledge of the Property Owner threatened, against or affecting it or the Property which could materially adversely affect the Property Owner, the Property or the construction of the Improvements; (D) the Property Owner has good and insurable title to the Property; (E) the Property 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 Improvements; (F) all permits, consents, approvals and authorizations required to be issued by any governmental body necessary for the construction of the Improvements in accordance with the plans and specifications submitted by the Property Owner to the Administrator (the "**Plans**") either (i) have been obtained, are valid, and are in full force and effect; or (ii) will be obtained, will be valid, will be in full force and effect prior to the initiation of construction; (G) the Property Owner has (i) disclosed to the Administrator the identities of all persons, if any, that hold mortgage liens or other Special Assessment liens against the Property; (ii) at least thirty (30) days prior to the Effective Date, obtained the written consent of the holders of such mortgage liens against the Property acknowledging that upon execution of this Agreement, the Special Assessment (including interest thereon) shall constitute a legal, valid and binding assessment and a resulting lien upon the Property, equal in priority with the lien of all state, county, district and municipal taxes and superior in priority to all other liens, titles and claims, until paid; and (iii) to the Property Owner's knowledge, no such consent has been withdrawn or revoked; (H) the information in the PACE Application, including, without limitation, the description of the Improvements provided to the Administrator in connection with in the PACE Application, is true and correct as of the Effective Date, and that the representations in the PACE Application with respect to the Property and the Property Owner are true and correct as of the Effective Date; (I) the Property Owner has thoroughly reviewed any projections of future energy savings, has been provided sufficient time to clarify any questions regarding such projections and understands that the actual energy savings may vary for a variety of reasons; (J) the Property Owner understands that neither the Sponsor nor the Administrator makes any assurances as to the quality, safety, efficiency of the Improvements or compliance of the installation of the Improvements with any applicable laws, regulations, codes, standards or requirements; (K) the Property Owner understands that the Sponsor voluntarily participates in the Program but does not directly operate or administer the Program; (L) the Property Owner does not and will not engage in operations that involve the generation, manufacture, refining,

transportation, treatment, storage or handling of hazardous materials or hazardous wastes, and the Property has not been previously used for such matters; (M) the Property Owner acknowledges and agrees that the term of the Special Assessment does not exceed the expected useful life of the Improvements; and (N) Property Owner has reviewed the Program Guidelines. These representations and warranties will survive the execution and delivery of this Agreement.

**PROPERTY OWNER COVENANTS.** The Property Owner covenants and agrees to: (A) at all times, maintain the Property and, after construction, the Improvements; (B) pay all taxes, assessments (including the Special Assessment), and all other charges levied on or against the Property when due; (C) cause its contractor(s) to install the Improvements in accordance with the Plans and in a good and workmanlike manner in accordance with all applicable laws, ordinances, codes, rules and regulations; (D) keep in effect all permits, licenses, and approvals required to own and operate the Improvements; and (E) provide written notice to any subsequent purchaser of the Property that the Property is subject to the Special Assessment lien and to provide any subsequent purchaser a copy of this Agreement.

**INSPECTION RIGHTS.** The Property Owner grants the Sponsor, the Administrator, their respective agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Improvements. The Property Owner further grants the Sponsor, the Administrator, their respective agents and representatives the right to examine and copy any documentation relating to the Improvements.

**TERM.** Except as otherwise set forth in this Agreement, this Agreement shall expire upon payment in full of the Special Assessment and any other amounts owed by the Property Owner pursuant to this Agreement.

**DIVISION OF PROPERTY.** If the property is subdivided before the Special Assessment is paid in full, the Special Assessment will be allocated among the subdivided parcels in the same proportion used for allocating other property taxes on such parcels. . If the Improvements no longer exist, the Special Assessment will be assigned to each parcel on a per-acre basis, unless the Administrator, in its sole discretion, decides to allocate the Special Assessment in an alternate manner.

**EMINENT DOMAIN.** If the Property or any part thereof is taken by eminent domain or other taking in a manner that would extinguish all or a portion of the Property Owner's (or that of its successor by eminent domain) obligation to make Assessment Payments following such exercise of eminent domain, then Property Owner may be required to pay all or a portion of the outstanding amounts in accordance with the Supplemental CPACE Agreement

**RECORDATION OF DOCUMENTS.** The Sponsor shall record or cause a memorandum of this Agreement to be recorded in the office of the applicable County Recorder on or after the Effective Date.

**WAIVERS, ACKNOWLEDGMENT AND AGREEMENT.** To the extent permitted by applicable law, the Property Owner expressly waives any right for a public hearing regarding the Special Assessment. The Property Owner also waives any right to repeal or challenge the Special Assessment either by lawsuit or by any other proceeding. The Property Owner acknowledges and agrees that the Property Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Improvements. The Property Owner waives any right to recover from and fully releases the Sponsor, the Program Administrator and their successors, assigns and funding sources, and any of their respective officials, employers and agents (the "**Financing Parties**") from any claims or liabilities related to, (i) the Property Owner's participation in the Program, (ii) the Special Assessment, (iii) the Improvements, or (iv) any fact, circumstance or event related to this Agreement, other than claims for, or liabilities not exceeding, Property Owner's actual damages resulting from such Financing Party's willful misconduct or gross negligence and equitable actions to enforce the terms of this Agreement, .

**INDEMNIFICATION.** To the extent permitted by applicable law, the Property Owner agrees to indemnify, defend, protect, and hold harmless the Financing Parties against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and attorney's fees) and any demands related to (i) the Property Owner's participation in the

Program, (ii) the Special Assessment, (iii) the Improvements, or (iv) any other fact, circumstance or event related to this Agreement. These indemnification provisions shall survive the termination of this Agreement.

**AMENDMENT.** This Agreement may be modified or amended only by the written agreement of the Sponsor and the Property Owner or their respective successors.

**BINDING EFFECT; ASSIGNMENT.** This Agreement inures to the benefit of and is binding upon the Sponsor, the Administrator, the Property Owner and their respective successors and assigns. The Sponsor has the right to assign any or all of its rights and obligations under this Agreement without the consent of the Property Owner. The Sponsor intends to delegate certain of its functions under this Agreement to the Administrator.

**SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement.

**FURTHER ASSURANCES.** The Property Owner and the Sponsor agree to execute any further documents necessary or appropriate to ensure that this Agreement and the Special Assessment operate as intended.

**MISCELLANEOUS.** This Agreement (other than the arbitration provisions below) shall be governed by the laws of the State of Illinois. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument. This Agreement may be executed by one or more electronic means and each party agrees that an electronic signature is enforceable against each that respective party.

**THIRD PARTY BENEFICIARY.** The parties hereto acknowledge that the Administrator is a third party beneficiary of this Agreement.

**PERMITTED ASSIGNMENTS.** To the extent permitted by the PACE Act, the Sponsor may assign the Assessment Payments and related rights under this Agreement to a third party (a "Permitted Assignee"). Any Permitted Assignee shall be a direct beneficiary hereof.

**EFFECTIVENESS OF AGREEMENT.** The effectiveness of this Agreement is subject to the execution of the documents described on Exhibit A (the "PACE Documents") and the satisfaction of any conditions precedent therein.

**GOVERNING LAW; VENUE AND JURY WAIVER.** THIS AGREEMENT SHALL BE GOVERNED BY THE AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. IF FOR ANY REASON A DISPUTE UNDER THIS AGREEMENT PROCEEDS IN COURT AS A LAWSUIT, BOTH PARTIES AGREE THAT: (1) ANY SUCH DISPUTE SHALL ONLY BE BROUGHT AS A LAWSUIT IN THE EIGHTEENTH JUDICIAL CIRCUIT COURT, SITTING IN DUPAGE COUNTY, ILLINOIS; (2) BOTH PARTIES IRREVOCABLY CONSENT AND SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS; AND (3) BOTH PARTIES WAIVE ANY RIGHT TO TRIAL BY A JURY.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the Sponsor and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

**Property Owner:**

\_\_\_\_\_

\_\_\_\_\_, Signature

Date: \_\_\_\_\_

Month/Day/Year

**[County]:** Authorized Signatory

\_\_\_\_\_

Name (*Please Print*)

\_\_\_\_\_

Signature

\_\_\_\_\_

Date of Execution

**EXHIBIT A**

**DESCRIPTION OF PROPERTY, DESCRIPTION OF THE IMPROVEMENTS AND NOTICE INFORMATION**

**Description of Property:**

**Description of Improvements:**

The Improvements consist of the following:

**Notice Information:**

[PACE Program Notice Information]

[Property Owner Notice Information]

**PACE Documents:**

Assessment Contract

CPACE Supplemental Agreement

[Disbursement Agreement]

**Prepayment Premium:**



Period	Payment Date Owner	Balance	Principal	Interest	Payment P&I	PACE Treasurer Servicing Fee	Administrator Servicing Fee	TOTAL Payment
Capitalized Interest		\$ 250,000.00		\$0.00				
1	6/1/2019	\$250,000.00	\$3,131.99	\$8,125.00	\$11,256.99	\$200.00	\$200.00	\$11,656.99
2	9/1/2019	\$246,868.01	\$3,233.77	\$8,023.21	\$11,256.99	\$200.00	\$200.00	\$11,656.99
3	6/1/2020	\$243,634.24	\$3,338.87	\$7,918.11	\$11,256.99	\$200.00	\$200.00	\$11,656.99
4	9/1/2020	\$240,295.37	\$3,447.39	\$7,809.60	\$11,256.99	\$200.00	\$200.00	\$11,656.99
5	6/1/2021	\$236,847.98	\$3,559.43	\$7,697.56	\$11,256.99	\$200.00	\$200.00	\$11,656.99
6	9/1/2021	\$233,288.56	\$3,675.11	\$7,581.88	\$11,256.99	\$200.00	\$200.00	\$11,656.99
7	6/1/2022	\$229,613.45	\$3,794.55	\$7,462.44	\$11,256.99	\$200.00	\$200.00	\$11,656.99
8	9/1/2022	\$225,818.90	\$3,917.87	\$7,339.11	\$11,256.99	\$200.00	\$200.00	\$11,656.99
9	6/1/2023	\$221,901.03	\$4,045.20	\$7,211.78	\$11,256.99	\$200.00	\$200.00	\$11,656.99
10	9/1/2023	\$217,855.83	\$4,176.67	\$7,080.31	\$11,256.99	\$200.00	\$200.00	\$11,656.99
11	6/1/2024	\$213,679.16	\$4,312.41	\$6,944.57	\$11,256.99	\$200.00	\$200.00	\$11,656.99
12	9/1/2024	\$209,366.75	\$4,452.57	\$6,804.42	\$11,256.99	\$200.00	\$200.00	\$11,656.99
13	6/1/2025	\$204,914.18	\$4,597.27	\$6,659.71	\$11,256.99	\$200.00	\$200.00	\$11,656.99
14	9/1/2025	\$200,316.91	\$4,746.69	\$6,510.30	\$11,256.99	\$200.00	\$200.00	\$11,656.99
15	6/1/2026	\$195,570.22	\$4,900.95	\$6,356.03	\$11,256.99	\$200.00	\$200.00	\$11,656.99
16	9/1/2026	\$190,669.27	\$5,060.23	\$6,196.75	\$11,256.99	\$200.00	\$200.00	\$11,656.99
17	6/1/2027	\$185,609.04	\$5,224.69	\$6,032.29	\$11,256.99	\$200.00	\$200.00	\$11,656.99
18	9/1/2027	\$180,384.34	\$5,394.49	\$5,862.49	\$11,256.99	\$200.00	\$200.00	\$11,656.99
19	6/1/2028	\$174,989.85	\$5,569.81	\$5,687.17	\$11,256.99	\$200.00	\$200.00	\$11,656.99
20	9/1/2028	\$169,420.04	\$5,750.83	\$5,506.15	\$11,256.99	\$200.00	\$200.00	\$11,656.99
21	6/1/2029	\$163,669.20	\$5,937.74	\$5,319.25	\$11,256.99	\$200.00	\$200.00	\$11,656.99
22	9/1/2029	\$157,731.47	\$6,130.71	\$5,126.27	\$11,256.99	\$200.00	\$200.00	\$11,656.99
23	6/1/2030	\$151,600.75	\$6,329.96	\$4,927.02	\$11,256.99	\$200.00	\$200.00	\$11,656.99
24	9/1/2030	\$145,270.79	\$6,535.68	\$4,721.30	\$11,256.99	\$200.00	\$200.00	\$11,656.99
25	6/1/2031	\$138,735.11	\$6,748.09	\$4,508.89	\$11,256.99	\$200.00	\$200.00	\$11,656.99
26	9/1/2031	\$131,987.01	\$6,967.41	\$4,289.58	\$11,256.99	\$200.00	\$200.00	\$11,656.99
27	6/1/2032	\$125,019.61	\$7,193.85	\$4,063.14	\$11,256.99	\$200.00	\$200.00	\$11,656.99
28	9/1/2032	\$117,825.76	\$7,427.65	\$3,829.34	\$11,256.99	\$200.00	\$200.00	\$11,656.99
29	6/1/2033	\$110,398.11	\$7,669.05	\$3,587.94	\$11,256.99	\$200.00	\$200.00	\$11,656.99
30	9/1/2033	\$102,729.07	\$7,918.29	\$3,338.69	\$11,256.99	\$200.00	\$200.00	\$11,656.99
31	6/1/2034	\$94,810.78	\$8,175.63	\$3,081.35	\$11,256.99	\$200.00	\$200.00	\$11,656.99
32	9/1/2034	\$86,635.14	\$8,441.34	\$2,815.64	\$11,256.99	\$200.00	\$200.00	\$11,656.99
33	6/1/2035	\$78,193.80	\$8,715.69	\$2,541.30	\$11,256.99	\$200.00	\$200.00	\$11,656.99
34	9/1/2035	\$69,478.11	\$8,998.95	\$2,258.04	\$11,256.99	\$200.00	\$200.00	\$11,656.99
35	6/1/2036	\$60,479.16	\$9,291.41	\$1,965.57	\$11,256.99	\$200.00	\$200.00	\$11,656.99
36	9/1/2036	\$51,187.75	\$9,593.38	\$1,663.60	\$11,256.99	\$200.00	\$200.00	\$11,656.99
37	6/1/2037	\$41,594.37	\$9,905.17	\$1,351.82	\$11,256.99	\$200.00	\$200.00	\$11,656.99
38	9/1/2037	\$31,689.20	\$10,227.09	\$1,029.90	\$11,256.99	\$200.00	\$200.00	\$11,656.99
39	6/1/2038	\$21,462.12	\$10,559.47	\$697.52	\$11,256.99	\$200.00	\$200.00	\$11,656.99
40	9/1/2038	\$10,902.65	\$10,902.65	\$354.34	\$11,256.99	\$200.00	\$200.00	\$11,656.99

**Initial Proposed Program Fees/Costs - Subject to Change**

	<u>Administrator</u>	<u>County</u>	<u>Third Party</u>	<u>Capital Provider</u>
<b>At Closing</b>				
Application Fee	\$			
Recording		\$ 100.00		
County Fee		1%		
Administrator Fee	1.75%			
Legal/Bond Counsel			Market	
<b>Servicing</b>				
County Treasurer/Program Maintenance	\$ /collection period (Can be lower based on Size)	\$ /collection period		
<u>Other Potential Closing Costs - Per Section #8 (b) on page 12 of the Program Report</u>				
Energy Audit (based on project scope)			Market	
Title Report (to check lien status on property)			Market	
Credit Check			Market	
Appraisal (if applicable)			Market	
Capital Provider Origination Fee				Negotiable term
Environmental (if applicable)			Market	
Owners Legal			Market	
Trustee (if applicable)			\$500-\$1,000	
Debt Service Reserve (if applicable)				Negotiable
Issuer Fee (if applicable)			Market - estimate 0.5%	
Escrow (if applicable)			Market	