CARROLL COUNTY BOARD MEETING Small Courtroom, Courthouse May 2, 2024 9:30 a.m. Amended Agenda ***PLEASE SILENCE CELL PHONES***

Call to Order Pledge of Allegiance Roll Call Public Comments Consent Agenda

- 1. Approval of the April 18th Meeting Minutes
- 2. Approval of Bills Paid in Vacation
- 3. Approval of Committee on Claims

Tabled Items Department Reports Animal Control 1. Monthly Report Assessor **Circuit Clerk County Clerk & Recorder Emergency Management** GIS Highway 1. Monthly Report **Health Department** Probation Sheriff **States Attorney** Transit Treasurer Zoning **Zoning Board of Appeals Affiliate Reports** Blackhawk Hills Regional Council – Mrs. Bickelhaupt 1. Monthly Report Business Employment Skills Team/Workforce – Mr. Flikkema Community Mental Health Board – Mrs. Bickelhaupt **Emergency Telephone System Board – Mr. Rieck Health** Board – Mr. Iske Hotel/Motel – Ms. Jacobs

Jo/Carroll Enterprise Zone Jo Daviess Carroll County Joint Action Solid Waste Agency – Mr. Flikkema LRA – Ms. Jacobs NWILED – Ms. Jacobs Senior Services Board – Mr. Soldat Tri-County Opportunities Council – Mr. Preston United County Council of Illinois – Mr. Payette Veterans Assistance Commission – Ms. Jacobs Whiteside Carroll Enterprise Zone - Mr. Payette

Committee Reports

Ad Hoc Inmate Housing Committee – Mr. Iske Highway/EOC Building Renovation – Mr. Flikkema Ad Hoc Transit Garage Committee – Mr. Flikkema

Old Business

New Business

- 1. Approval of Hiring Deputy Treasurer Position Vacancy.
- 2. Approval of ClearGov Budget Software.
- 3. Approval of Transit Contract between the County and Senior Services.
- 4. Approval of change order regarding north entry doors.
- 5. Approval of change order regarding 1st floor flooring.
- 6. Approval of change order regarding preventing water leakage into basement and associated warrantee.
- 7. Approval of change order regarding grinding front entry stoop.
- 8. Approval of Resolution to allocate budgeted Matching Funds to the Ideal Road project in the amount of \$4,750,000.
- 9. Approval of an amount not to exceed \$3,470 payment to the City of Savanna toward cost of the Great River Trail Extension Feasibility Study.
- **10.** Approval of Credit Cards and limits Zoning, PCOM, & Administrator.
- 11. Approval of Raffle License Milledgeville Village Jamboree.
- 12. Approval of Proclamation declaring May as Motorcycle Awareness Month.
- 13. Approval of Whiteside Carroll Enterprise Zone Addition of Territory.
- 14. Approval of Administrator offer letter.

Executive Session – 5 ILCS 120/2 (c) (1) Personnel

Chairman Report

- 1. New emails
- 2. Application for Federal FY25 Community Project Funding request

Appointments Adjournment Next County Board Meeting – May 16, 2024 9:30 a.m.

CARROLL COUNTY BOARD MEETING

301 N. MAIN ST., MT. CARROLL, IL IN SMALL COURTROOM

APRIL 18, 2024 AT 9:30 A.M.

Chair Payette called the Board meeting to order at 9:30 a.m.

Pledge of Allegiance.

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

Public Comments – Lori Schoeny from Shannon, IL asked the County Board to consider establishing Carroll County as a Non-Sanctuary County and to adopt an ordinance to protect businesses and home owners from squatters. She provided Chair Payette with her presentation, a pending Resolution from Stephenson County declaring them a Non-Sanctuary County, State of Iowa's Senate File 2340, handout on Illinois Squatter's Rights, and Arizona State Senate fact sheet for S.B. 1229. Mrs. Schoeny thanked the Board for their service. Chair Payette thanked her for her time.

Chair Payette presented the consent agenda for approval.

- 1. Approval of the April 4, 2024 Board Meeting minutes
- 2. Approval of Bills Paid in Vacation
- **3.** Approval of Committee on Claims

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

Tabled Items-None

Animal Control- Animal Control Officer Lisa Ashby was present with no report.

Assessor- Chief County Assessor Annette Gruhn updated the Board that Deputy Assessor Amy Veith has completed 5 of the 6 required courses that will make her certified. Deputy Assessors Kolton Dimmick and Karen Medendorp will be attending training in Bloomington on the updated Cam System next week. She also has been very busy with FOIA requests.

Circuit Clerk- Circuit Clerk Patty Hiher was present with no report.

County Clerk- County Clerk Amy Buss updated the Board that the tax extension process is almost complete and will be handed over to the Treasurer's office next week.

County Clerk Buss brought up for discussion a contract with her office and Sidwell in regards to Sidwell doing GIS Professional Services producing an updated School District Map for West Carroll 314 and the City of Savanna. West Carroll has changed their boundary lines for the School Districts and City of Savanna for City Wards. After discussion, it was consensus of the Board she can sign the contract in the amount of \$4,190.08 and payment will be made from the GIS Fund (44).

Emergency Management- Emergency Management Director Jim Klinefelter informed the Board the change order for not replacing the front door at the Highway and to equip handicap accessible buttons to the existing doors has been sent to Chair Payette and Mr. Flikkema. Chair Payette and Mr. Flikkema informed Mr. Klinefelter they have not received it. Mr. Klinefelter will resend it to them again.

Mr. Klinefelter updated the Board on the grants that were submitted for the generator. He is hopeful that by applying for two separate grants that one will be approved. If approved it would pay for the generator plus \$6,000 that would offset some of the cost for a grant writer. He could also, if approved for the generator grant, apply for a separate grant thru the State to receive up to a \$10,000 reimbursement.

Chair Payette informed the Board that FEMA has been having webinars on flooding procedures. Mr. Klinefelter and Director of Zoning Ms. Buckner have participated in some to date.

GIS- Deputy Assessor Dimmick reported that they have been sending parcel information to Sidwell and are happy with the working relationship with Sidwell.

Highway – A monthly report was submitted.

County Engineer Sara Renkas gave clarification for Bridge Petitions from Townships on how the aid they receive is determined.

She updated the Board on the estimates she has received from several contractors on doors and door installation for the County Maintenance garage. The lowest estimate was from Dan's Overhead Doors and More from Clinton, IA in the amount of \$17,739.26. This will be discussed further under Old Business.

Health Department – Dawn Holland was present with no report.

Probation- Chief Probation Managing Office Marcie Arno was present with no report.

Sheriff & Property- Sheriff Kloepping informed the Board that he will have a Deputy graduating from the Academy with one deputy starting to attend the Academy. He also has a Correctional officer that will be graduating. He reported that the State has been reimbursing in full for training cost.

He reported the tuckpointing of the stone foundation of the Courthouse will begin in the next couple of weeks.

State's Attorney – Assistant State's Attorney Christoper Pickard was present with no report.

Transit – PCOM Mary Maszk informed the Board that there will be a Drive-Up Lunch fundraiser for the Carroll County Transit on Wednesday, May 1st from 11 a.m. to 1:30 p.m.

Treasurer – County Treasurer Lydia Hutchcraft was not present.

Zoning – Zoning Officer Jaicee Buckner reported that she has signed up for courses and webinars on flood plan management.

She is also working on a possible ordinance for Hazardous Motor Vehicles.

Zoning Board of Appeals – No report.

Chair Payette moved up on the agenda the Spongy Moth Presentation by Nancy Johnson, Spongy Moth Program Manager for the Illinois Department of Agriculture. She explained the destruction the Spongy Moth can do to hard wood trees. She explained the treatment that will be used and showed a map of the areas that will be treated. It is anticipated the aerial treatments will be done in the Lake Carroll area during May and June.

Affiliate Reports

Blackhawk Hills Regional Council – No report.

Business Employment Skills Team/Workforce - No report.

Community Mental Health Board – No report.

Emergency Telephone System Board - No report.

Health Board – No report.

Hotel/Motel – A monthly report was submitted.

Jo/Carroll Enterprise Zone - No report

Jo Daviess Carroll County Joint Action Solid Waste Agency - No report

LRA- No report.

NWILED- No report.

Senior Services Board - No report

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

United County Council of Illinois – Chair Payette updated the Board that himself and Board Member Julie Bickelhaupt did attend the UCCI/ISACO Legislative Conference. He informed the Board of some of the topics that were discussed.

Veterans Assistance Commission – A monthly report was submitted.

Whiteside Carroll Enterprise Zone – A monthly report was submitted.

Committee Reports

Ad Hoc Inmate Housing Committee- Mr. Iske reported the next meeting with Wold will be by Zoom on Wednesday, April 24th.

Highway/EOC Building Renovation-Mr. Flikkema reported that the contractor will begin with the renovation the end of this month or the first of next month. He will begin with the first floor which is the Highway Department.

Ad Hoc Transit Garage Committee- Mr. Flikkema reported that an ad has been published for Architectural/Engineering Services for the Transit Garage. The submittal deadline is May 2, 2024.

Old Business

Chair Payette presented for Approval a Petition for Bridge Aid from Wysox Road District Section 144 Wagner Road and allocation of County Bridge Aid funds in the amount of \$4,860.00. Motion by Mr. Preston, second by Ms. Jacobs to approve. Roll calls shows Mr. Rieck, Mr. Payette, Ms. Jacobs, Mr. Flikkema, Mrs. Bickelhaupt, Mr. Preston, Mr. Soldat and Mr. Iske all voting aye. Motion carried.

Chair Payette presented for Approval a Petition for Bridge Aid from Wysox Road District Section 24980 Dutchtown Road and allocation of County Bridge Aid funds in the amount \$3,240.00. Motion by Ms. Jacobs, second by Mrs. Bickelhaupt to approve. Roll call shows Ms. Jacobs, Mr. Preston, Mr. Soldat, Mr. Iske, Mr. Flikkema, Mr. Rieck, Mr. Payette and Mrs. Bickelhaupt all voting aye. Motion carried.

Chair Payette presented for Approval a Petition for Bridge Aid from Wysox Road District Section 26917 Dutchtown Road and allocation of County Bridge Aid funds in the amount of \$4,860.00. Motion by Ms. Jacobs, second by Mr. Flikkema to approve. Roll call shows Mr. Soldat, Mr. Rieck, Ms. Jacobs, Mr. Iske, Mrs. Bickelhaupt, Mr. Preston, Mr. Payette and Mr. Flikkema all voting aye. Motion carried.

Chair Payette presented for Approval a Petition for Bridge Aid from Wysox Road District Section 26396 Dutchtown Road and allocation of County Bridge Aid funds in the amount of \$7,290.00. Motion by Ms. Jacobs, second by Mr. Iske to approve. Roll call shows Mrs. Bickelhaupt, Ms. Jacobs, Mr. Preston, Mr. Iske, Mr. Payette, Mr. Rieck, Mr. Flikkema and Mr. Soldat all voting aye. Motion carried.

Chair Payette presented for Approval of Garage Door work at Highway/EOC building. County Engineering Sara Renkes did reassure the Board she will be contacting other garage door contractors for estimates. Motion by Mr. Iske to approve Garage Door work with the cost being approved up to \$17,739.26 using ARPA funds that were not utilized for the salt shed build, second by Ms. Jacobs. Roll call shows Mr. Payette, Mrs. Bickelhaupt, Mr. Preston, Mr. Rieck, Mr. Soldat, Mr. Iske, Mr. Flikkema and Ms. Jacobs all voting aye. Motion carried.

Chair Payette informed there will be no action on Approval of New Phone System at this time.

New Business

Chair Payette presented for Approval a Raffle License for Lanark Community Club. Motion by Ms. Jacobs, second by Mr. Flikkema to approve Raffle License. Motion carried.

County Engineer Sara Renkes presented a contract agreement with Hutchison Engineering to oversee the construction of Ideal Road from Dutchtown Road to Morrison Route for \$500,296.00 paid out of Highway Matching Funds. The Federal Government will reimburse 80% of the cost, so the cost to the County will be \$100,059.20. Ms. Jacobs made a motion to approve the contract agreement, second by Mrs. Bickelhaupt. Roll call shows Mr. Iske, Mr. Flikkema, Ms. Jacobs, Mr. Soldat, Mr. Rieck, Mr. Payette, Mrs. Bickelhaupt and Mr. Preston all voting aye. Motion carried.

Jim Klinefelter updated the Board on the water leak at the Highway/EOC Building. It is believed that the leakage is not coming from the new windows but the structure above the windows. While in discussion, Zickau Construction sent an email to Mr. Klinefelter on how he would stop the leakage and the cost would be \$8,000. It was referred to the State's Attorney if the County would need a contract or just a change order for this project with the contractor. It was also referred to the State's Attorney how the County can enforce a warranty for the work done.

Chair Payette wanted an understanding of the anticipated cost for the Highway/EOC Building renovation to date:

Original Bid	\$241,100
Less	\$ 28,500 quoted in change order for front doors not be replaced
Add	\$ 9,000 quoted in change order for handicap assistance door openers
	\$ 0 awaiting change order to reflect 1 st floor flooring
Add	\$ 12,815 anticipated for Wiring/IT work
Add	\$ 19,305 quoted furniture
Add	<u>\$ 8,000</u> quoted in change order to repair water leakage in basement
Sub Total	\$261,720
Less	<u>\$ 3,600</u> previous down payment in FY '23 for furniture
TOTAL	\$258,120

Chair Payette presented for Approval of gutter work at Highway/EOC Building. Motion by Mr. Iske to approve the estimate from Pearl City Seamless Gutter in the amount of \$3,473.00 to be paid from ARPA funds, second by Ms. Jacobs. Discussion included considering having the trees near the building removed and plant new trees away from the building. Roll call shows Mr. Flikkema, Mr. Preston, Mr. Payette, Ms. Jacobs, Mrs. Bickelhaupt, Mr. Soldat, Mr. Rieck and Mr. Iske all voting aye. Motion carried.

Chair Payette presented Approval of County Board Chairman authorizing work change orders for the Highway/EOC Building. Motion by Ms. Jacobs to approve with the addition that the Chair may authorize a work change order if it is no additional cost to the County, second by Mrs. Bickelhaupt. Roll call shows Mr. Soldat, Mr. Rieck, Ms. Jacobs, Mr. Iske, Mrs. Bickelhaupt, Mr. Preston, Mr. Payette and Mr. Flikkema all voting aye. Motion carried.

Chair Payette presented for Approval of furniture purchase for the Highway/EOC Building. Motion by Mrs. Bickelhaupt, second by Mr. Soldat to approve this purchase using ARPA funds. Discussion. Roll call shows Ms. Jacobs, Mr. Soldat, Mr. Rieck, Mr. Payette, Mrs. Bickelhaupt voting aye and Mr. Preston, Mr. Iske and Mr. Flikkema voting nay. Motion carried.

Chair Payette presented for Approval of wiring and IT for Highway/EOC Building. No motion made. It was the consensus of the Board to get a second quote.

Chair Payette presented for Approval of water leak repair at Highway/EOC Building. Motion by Mrs. Bickelhaupt to approve a change order not exceeding \$8,000.00 and have State's Attorney review the warranty, second by Ms. Jacobs. Roll call shows Mr. Preston, Mr. Iske, Mr. Payette, Mr. Rieck, Mr. Flikkema, Mr. Soldat, Mrs. Bickelhaupt and Ms. Jacobs all voting aye. Motion carried.

Executive Session-None

Chairman Reports-Chair Payette welcomed our new County Administrator Robert Jachnicki. Mr. Jachnicki introduced himself to the Board and the public.

Appointments-

Chair Payette presented James Daehler to be reappointed as Chadwick Fire Trustee with the term being thru April of 2027. Motion by Ms. Jacobs, second by Mr. Flikkema to approve. Motion carried.

Chair Payette presented Steve Carroll to be appointed as Lanark Fire Trustee with the term being thru April of 2027. Motion by Ms. Jacobs, second by Mr. Preston to approve. Motion carried.

Chair Payette presented Mark Detteman and John Nesmeier to be reappointed as Milledgeville Fire Trustees with the terms being thru April of 2027. Motion by Ms. Jacobs, second by Mr. Preston. Motion carried.

Chair Payette presented Dennis Benters to be reappointed as Mt. Carroll Fire Trustee with the term being thru April of 2027. Motion by Ms. Jacobs, second by Mr. Preston. Motion carried.

Chair Payette presented Rex Krueder to be reappointed as Savanna Fire Trustee with the term being thru April of 2027. Motion by Ms. Jacobs, second by Mr. Preston. Motion carried.

Chair Payette presented Larry Carroll to be reappointed as Thomson Fire Trustee with the term being thru April of 2027. Motion carried.

Motion by Ms. Jacobs, second by Mr. Flikkema to adjourn at 12:20 p.m. Motion carried.

Submitted by Amy R. Buss, County Clerk and Recorder

Bank =

Bills Paid In Vacation

Batch = HOTELMOTEL Due Date = Invoice Date = 4/24/2024

Open Inve	Carroll County					
Vendor		Invoice	Account Account Account Description		Invoice Amt	
Fund: 04 Dept:	40 00		TEL/HOTEL TA NonDepartmental			
640850 LY	YN FRAN	ICKE 4.24.2024	4/24/2024	04000005154 HOTEL-MOTEL / BILLBOARD	TOURISM/PROMOTIONS	\$600.00
					Subtotal for Department: 00 :	\$600.00
					Total for Fund: 040 :	\$600.00

Selection Criteria:

Vendor = Bank =

Batch = BONNELL Due Date = Invoice Date =

Open I	Invoices	Carroll County				
Vendo	r	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
Fund:	084	CORONA VIRUS RE	LIEF FU			
Dej	pt: 00	NonDe	epartmental			
435	BONNELL	. INDUSTRIES INC E167071	4/25/2024	08400005560 BALANCE DUE 2024 VOL	VEHICLES VO VHD CHASSIS	\$159,573.00
					Subtotal for Department: 00 :	\$159,573.00
					Total for Fund: 084 :	\$159,573.00

Selection Criteria:

Vendor =

Bank =

Committee on Claims

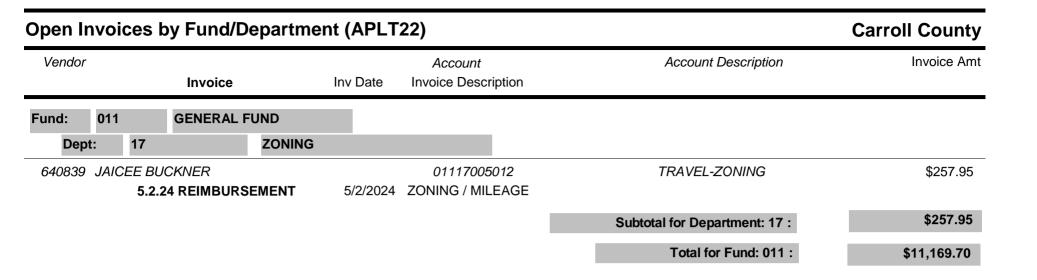
Batch = Due Date = Invoice Date = 5/2/2024

Open lı	nvoices	by Fund/Departme	ent (APLT	22)	Car	roll County
Vendor		Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
Fund:	011	GENERAL FUND				
Dep	ot: 01	COURTH	OUSE UPKE	EP		
1091	COMPUTE	R DYNAMICS 393492	5/2/2024	01101005005 SHERIFF	UTILITIESTELEPHONE	\$21.95
640622	-	'S FLOOR COVERINGS ONFERENCE_4.2.24	5/2/2024	01101005436 COURTHOUSE CONFERENCE RC	COURTHOUSE IMPROVMT-TUCK	\$1,994.04
640622	-	'S FLOOR COVERINGS BASEMENT_3.12.24	5/2/2024	01101005436 COURTHOUSE BASEMENT	COURTHOUSE IMPROVMT-TUCK	\$1,857.03
3413	PLUNKETT	T'S PEST CONTROL INC. 8513773	5/2/2024	<i>01101005003</i> COURTHOUSE	REPAIRS & MAINTENANCE	\$114.34
640379	THE HOME	E DEPOT PRO 789119327	5/2/2024	01101005003 SHERIFF	REPAIRS & MAINTENANCE	\$878.10
640379	THE HOME	E DEPOT PRO 789119335	5/2/2024	01101005003 SHERIFF	REPAIRS & MAINTENANCE	\$210.68
640379	THE HOME	E DEPOT PRO 798352092	5/2/2024	01101005003 SHERIFF	REPAIRS & MAINTENANCE	\$226.44
					Subtotal for Department: 01 :	\$5,302.58
					Total for Fund: 011 :	\$11,169.70

Open l	pen Invoices by Fund/Department (APLT22)							
Vendor		Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt		
Fund:	011	GENERAL FUND						
Dep	ot: 02	SUPP	LIES AND RENT	ALS				
640198	TECHNOL	OGY MANAGEMENT R T2421314	EV. FUND 5/2/2024	01102005319 SHERIFF	RENTALS & LEASE	\$259.00		
					Subtotal for Department: 02 :	\$259.00		
					Total for Fund: 011 :	\$11,169.70		

Open Ir	nvoices b	y Fund/Departme	nt (APLT	22)	Ca	rroll County
Vendor		Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
Fund:	011	GENERAL FUND				
Dept	t: 03	OFFICE E		MAINTENANC		
640560	DE LAGE L	ANDEN FINANCIAL SERV. 82471367	CES 5/2/2024	01103005025 KONICA MINOLTA COPIER	OFFICE EQUIPMENT MAINTENAN	\$462.83
4192	STERLING	BUSINESS EQUIP. CENT. INV607684	5/2/2024	01103005025 CIRCUIT CLERK	OFFICE EQUIPMENT MAINTENAN	\$29.70
4192	4192 STERLING BUSINESS E INV607542		5/2/2024	01103005025 CIRCUIT CLERK	OFFICE EQUIPMENT MAINTENAN	\$172.96
					Subtotal for Department: 03 :	\$665.49
					Total for Fund: 011 :	\$11,169.70

Open lı	pen Invoices by Fund/Department (APLT22)								
Vendor	-		Invoice	Inv Date	Account Invoice Description	n	Account Description	Invoice Amt	
Fund:	011		GENERAL FUN	D					
Dep	ot:	05	5	SUPERVISOR OF ASS	ESSMENTS				
640651	KARE		DENDORP 2.24 REIMBURS	E 5/2/2024	01105005012 ASSESSOR / VAN		<i>TRAVEL</i> MA TRAINING	\$86.48	
640129	640129 KOLTI		IMICK 2.24 REIMBURS	E 5/2/2024	01105005012 ASSESSOR / VAN		<i>TRAVEL</i> MA TRAINING	\$297.79	
							Subtotal for Department: 05 :	\$384.27	
							Total for Fund: 011 :	\$11,169.70	



Open Ir	nvoi	ces b	y Fund/D	epartm	nent (APLT	22)	Carroll County		
Vendor			Invoice		Inv Date	Account Invoice Description	Account Description	Invoice Amt	
Fund:	011		GENERAL F	UND					
Dep	t:	20		COUNT	Y SHERRIFF				
640378	BAL	CO UNI	FORM 78269		5/2/2024	01120006046 SHERIFF	UNIFORMS	\$334.98	
640613	BUS	SS BOY2	Z CUSTOMS, 1 8814	INC.	5/2/2024	<i>01120006044</i> SHERIFF	SQUAD CAR MAINTENANCE	\$72.00	
3960	CAF		CO. SHERIFF 2.24 PETTY C	ASH	5/2/2024	<i>011200053</i> 23 SHERIFF PETTY CASH	OFFICE SUPPLIES	\$59.16	
640044	CGŀ		CAL CENTER 943212-PX_4.	15.24	5/2/2024	<i>01120006085</i> JALE ONSITE INMATE	PRISONER MEDICAL	\$50.00	
640044	CGŀ		CAL CENTER 943214-PX_4.	15.24	5/2/2024	<i>01120006085</i> JAIL ONSITE INMATE	PRISONER MEDICAL	\$50.00	
4009	CINI	DY SISL 5.	. <i>ER</i> . 2.24 REIMBU	RSE	5/2/2024	<i>01120006046</i> SHERIFF	UNIFORMS	\$110.03	
640853	JAM		4G FC9BC6C8-00	001	5/2/2024	01120006048 SHERIFF / REIMBURSEME	TRAINING FEES	\$25.00	
2614	LEA	F	16389528		5/2/2024	<i>011200053</i> 23 SHERIFF	OFFICE SUPPLIES	\$214.79	
							Subtotal for Department: 20 :	\$915.96	
							Total for Fund: 011 :	\$11,169.70	

Open Ir	nvoices	by Fund/De	epartment (APLT	22)	Ca	Carroll County	
Vendor		Invoice	Inv	[,] Date	Account Invoice Description	Account Description	Invoice Amt	
Fund:	011	GENERAL FU	JND					
Dep	t: 22		EMERGENCY	SERVIC	ES			
640613	640613 BUSS BOYZ CUSTO 879			/2/2024	<i>01122007051</i> EMA	NEW EQUIPMENT & MAINTENAN	\$1,981.00	
						Subtotal for Department: 22 :	\$1,981.00	
						Total for Fund: 011 :	\$11,169.70	

Open I	nvoices	by Fund/Departm	ent (APLT	22)	Carr	oll County
Vendor	r	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
Fund:	011	GENERAL FUND				
Dep	ot: 24	PUBLIC	DEFENDER			
640170	DAVID WI	EISSMILLER 2021JA2_4.26.24	5/2/2024	01124007104 ATTY FEES	DEFENDING ATTORNEY-SALARY	\$75.00
640170		EISSMILLER 2023JA1,2,3_4.18.24	5/2/2024	<i>01124007104</i> ATTY FEES	DEFENDING ATTORNEY-SALARY	\$75.00
640170		EISSMILLER 2024JA1,2,3_4.26.24	5/2/2024	<i>01124007104</i> ATTY FEES	DEFENDING ATTORNEY-SALARY	\$75.00
640170) DAVID WI	EISSMILLER 2024JA4,5_4.18.24	5/2/2024	<i>01124007104</i> ATTY FEES	DEFENDING ATTORNEY-SALARY	\$75.00
640170) DAVID WI	EISSMILLER 2020JA9_4.18.24	5/2/2024	<i>01124007104</i> ATTY FEES	DEFENDING ATTORNEY-SALARY	\$75.00
640170	640170 DAVID W	EISSMILLER 2020JA3,4_4.18.24	5/2/2024	<i>01124007104</i> ATTY FEES	DEFENDING ATTORNEY-SALARY	\$75.00
					Subtotal for Department: 24 :	\$450.00
					Total for Fund: 011 :	\$11,169.70

Open I	nvoices l	Carroll County				
Vendoi		Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
Fund:	011	GENERAL FU	ND			
Dep	ot: 27					
3410	PITNEY BO	OWES INC 1025164814	5/2/2024	01127005327 CIRCUIT CLERK	POSTAGE	\$91.29
					Subtotal for Department: 27 :	\$91.29
					Total for Fund: 011 :	\$11,169.70

Open Ir	nvoices l	by Fund/De	partment (APLT	22)	Car	roll County
Vendor		Invoice	Inv Date	Account Invoice Descriptic	Account Description	Invoice Amt
Fund:	011	GENERAL FU	ND			
Dep	ot: 28		COURT EXPENSES -	IUDGES		
640167	JOHN J. KA 4	A <i>ne</i> . 22.24 Reimbu r	SE 5/2/2024	01128005341 JUDGE / SOUND	OTHER EXPENDITURES BAR FOR COURTROOM	\$104.37
3540	QUILL COF	RPORATION 38313205	5/2/2024	<i>01128005323</i> JUDGE	PRINTING & SUPPLIES-BOOKS/P	\$122.18
3540	QUILL COF	RPORATION 38201183	5/2/2024	<i>01128005323</i> JUDGE	PRINTING & SUPPLIES-BOOKS/P	\$80.07
					Subtotal for Department: 28 :	\$306.62
					Total for Fund: 011 :	\$11,169.70

Open In	en Invoices by Fund/Department (APLT22)								
Vendor		Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt			
Fund:	011	GENERAL FUND							
Dept	:: 30	COU		ATOR					
640852	ROBERT	JACHNICKI 4.18.24 TRAVEL	5/2/2024	01130005012 COUNTY ADMINISTRATO	<i>TRAVEL</i> R / MILEAGE	\$41.54			
					Subtotal for Department: 30 :	\$41.54			
					Total for Fund: 011 :	\$11,169.70			

Open I	nvoi	ces	by Fund/D	epartment (APLT	22)	Carroll Co		
Vendor			Invoice	Account ce Inv Date Invoice Description		Account Description	Invoice Amt	
Fund:	011		GENERAL F	UND				
Dep	pt:	31		FINANCIAL SOFTWAR	RE			
1091	CON	MPUTE	R DYNAMICS 393504	5/2/2024	01131005525 TREASURER	BACKUP SUPPORT	\$55.00	
1091	СОЛ	MPUTE	R DYNAMICS 393504	5/2/2024	<i>01131005431</i> TREASURER	FINANCIAL SOFTWARE SUPF	POR \$459.00	
						Subtotal for Department: 31 :	\$514.00	
						Total for Fund: 011 :	\$11,169.70	

Vendor		Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Am
und:	014	COUNTY HIG	HWAY FUND			
Dept	t: 00		NonDepartmental			
675	CARGILL,	NCORPORATE CLAIM 4367-0		<i>01400005101</i> HWY SALT	MAINTENANCE OF COUNTY HIG	\$28,238.13
1568	FASTENAL	COMPANY CLAIM 4367-0	c 5/2/2024	01400005104 SHOP SUPPLIES	MATERIALS, STORES & SUPPLIE	\$362.63
2402	J&R SUPP	CLAIM 4367-0	c 5/2/2024	01400005104 HWY DEPT / SAFETY SHIRTS	MATERIALS, STORES & SUPPLIE & GLASSES	\$439.38
2043	MARTY HO	OCKMAN Claim 4367-0	c 5/2/2024	01400005104 HWY DEPT/CDL RENEWAL	MATERIALS, STORES & SUPPLIE	\$60.00
640762	REPUBLIC	SERVICES CLAIM 4367-C	c 5/2/2024	<i>01400005105</i> HWY DEPT / GARBAGE COLLI	GARAGE OPERATION & MAINTE	\$71.70
4303	TERMINAL	SUPPLY CO. CLAIM 4367-0	5/2/2024	01400005104 HWY DEPT/SHOP SUPPLIES	MATERIALS, STORES & SUPPLIE	\$138.36
4577	U.S. CELL	JLAR CLAIM 4367-0	C 5/2/2024	01400005112 ACO CELLPHONE	REIMBURSEMENTS	\$80.18
4577	U.S. CELL	JLAR Claim 4367-0	c 5/2/2024	01400005104 CO ENG CELL PHONE	MATERIALS, STORES & SUPPLIE	\$91.76

- Subtotal for Department: 00 : \$29,482.14
 - Total for Fund: 014 : \$29,482.14

Open I	nvoid	ces k	by Fund/De	epartment (APLT	22)		C	arroll County
Vendoi	r		Invoice	Inv Date	<i>Account</i> Invoice Descr	ption	Account Description	Invoice Amt
Fund:	015		TOWNSHIP	MOTOR FUEL T				
Dep	ot:	00		NonDepartmental				
675	CAR	GILL, I	NCORPORATI 7839-MT	ED 5/2/2024	01500005 HWY SALT	120	MAINT/CONSTRUCTION - ROADS	\$\$10,492.39
640450) MAN		INC CLAIM 7838-N	MT 5/2/2024	01500005 COLD PATCH		MAINT/CONSTRUCTION - ROADS	\$4,132.35
							Subtotal for Department: 00 :	\$14,624.74
							Total for Fund: 015 :	\$14,624.74

Open In	pen Invoices by Fund/Department (APLT22)								
Vendor		Invoice	Account nvoice Inv Date Invoice Description		Account Description	Invoice Amt			
Fund:	016		FUEL TA						
Dept:	00		nDepartmental						
640145	HELM MAT	CERIALS CLAIM 2365-M	5/2/2024	01600005117 COLD PATCH	MAINTENANCE	\$5,705.70			
					Subtotal for Department: 00 :	\$5,705.70			
					Total for Fund: 016 :	\$5,705.70			

Open I	nvoi	ces k	by Fund/Departm	nent (APLT	22)		Carroll County
Vendor	-		Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
Fund:	018		COUNTY MATCHING	FUND			
Dep	ot:	00	NonDe	partmental			
1010	CAR	ROLL	COUNTY CLERK & MAT 500	5/2/2024	01800005118 HWY DEPT / EASEM	PROJECTS TO BE IDENTI	FIED \$392.00
						Subtotal for Department: 00 :	\$392.00
						Total for Fund: 018 :	\$392.00

Open I	en Invoices by Fund/Department (APLT22)								
Vendor	-	Invoice Inv Date		Account Invoice Description	Account Description	Invoice Amt			
Fund:	023	COUNTY RE	CORDER FEES						
Dep	ot: 00		NonDepartmental						
1660	FIDLAR T	ECHNOLOGIES 0236136-IN		02300005181 CO CLERK / MARCH LAREDO	ONLINE EXPENSES	\$953.94			
					Subtotal for Department: 00 :	\$953.94			
					Total for Fund: 023 :	\$953.94			

Open l	en Invoices by Fund/Department (APLT22)							
Vendo	r	Invoice	Account Inv Date Invoice Description		Account Description	Invoice Amt		
Fund:	032	PROBATION SERVICE	FEE					
Dej	pt: 00	NonDep	artmental					
3598	REDWOO	D TOXICOLOGY LAB 822546	5/2/2024	03200007069 PROBATION	DRUG TESTING	\$197.09		
					Subtotal for Department: 00 :	\$197.09		
					Total for Fund: 032 :	\$197.09		

Open lı	nvoi	ces	by Fund/D	epartment (APLT	22)			Carroll County
Vendor			Invoice	Inv Date	Account Invoice Description	A	ccount Description	Invoice Amt
Fund:	040		COUNTY M	OTEL/HOTEL TA				
Dep	ot:	00		NonDepartmental				
640695	AMB	BERS C	CREATIONS 0023	5/2/2024	04000005154 HOTEL-MOTEL / CC	TC NFERENCE REIMBUR	DURISM/PROMOTIONS SEMENT	\$425.00
640695	AMB	BERS C	CREATIONS 0022	5/2/2024	<i>04000005154</i> HOTEL/MOTEL / MA	TC Y-JULY SOCIAL MEDIA	<i>DURISM/PROMOTIONS</i> MARKETER	\$2,500.00
						Subtotal f	or Department: 00 :	\$2,925.00
							Total for Fund: 040 :	\$2,925.00

Open Ir	nvoid	ces b	y Fund/D	epartm	ent (APLT	22)	Са	rroll County
Vendor			Invoice		Inv Date	Account Invoice Description	Account Description	Invoice Amt
Fund:	041		COUNTY 91	1 ETSB FL	JND			
Dep	ot:	00		NonDep	artmental			
640659	AT&T		LITY 18886106X04	032024	5/2/2024	<i>0410000</i> 5373 911	NETWORKING & TELEPHONE	\$616.08
640705	BRIG		EED 04040319_5.1 [°]	7.24	5/2/2024	04100005373 ETSB	NETWORKING & TELEPHONE	\$137.10
640101	СОМ	PUTER	R INFORMATIC 239278	ON SYSTE	EMS INC 5/2/2024	<i>0410000519</i> 2 911	EQUIPMENT & REPAIRS	\$5,200.00
1329	DELL	MARP	ETING L.P. 1073461635	5	5/2/2024	<i>0410000519</i> 2 911	EQUIPMENT & REPAIRS	\$1,533.53
640472	NG-9	011/SOI	LACOM 11594		5/2/2024	<i>04100005191</i> 911	CONTRACTUAL SERVICES	\$937.50
							Subtotal for Department: 00 :	\$8,424.21
							Total for Fund: 041 :	\$8,424.21

Open Ir	nvoices	by Fund/Departm	ent (APLT	22)	Car	oll County
Vendor		Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
Fund:	054	COUNTY HEALTH FUI	ND			
Dept	t: 00	NonDep	artmental			
640802		PHER PLATH IARCH-APRIL 2024	5/2/2024	<i>05400005012</i> HEALTH DEPT / MILEAGE	TRAVEL	\$118.59
640058	CONTROL	SOLUTIONS, INC CS275398	5/2/2024	<i>05400005396</i> HEALTH DEPT	MEDICAL SUPPLIES & COMMODI	\$175.00
2614	LEAF	16331504	5/2/2024	<i>05400005344</i> HEALTH DEPT	CONTRACTUAL	\$162.93
640546	MCKESSC	N MEDICAL-SURGICAL 21996089	5/2/2024	<i>05400005396</i> HEALTH DEPT	MEDICAL SUPPLIES & COMMODI	\$241.44
640148		. & MCCORMICK INC UPPCT0000004608	5/2/2024	<i>05400005344</i> HEALTH DEPT	CONTRACTUAL	\$225.00
640770	STEPHAN	IE S. HUGHES APRIL 2024	5/2/2024	<i>05400005437</i> HEALTH DEPT	PART-TIME JANITOR	\$260.00
54018	STEPHEN	SON COUNTY HEALTH E MAY 2024		<i>05400005382</i> HEALTH DEPT	MANAGEMENT CONTRACT	\$2,043.40
54018	STEPHEN	SON COUNTY HEALTH D APRIL 2024		<i>05400005382</i> HEALTH DEPT	MANAGEMENT CONTRACT	\$2,043.40
54109		SON COUNTY HEALTH E JAN-MARCH 2024		<i>05400005344</i> HEALTH DEPT	CONTRACTUAL	\$2,158.19
					Subtotal for Department: 00 :	\$7,427.95
					Total for Fund: 054 :	\$7,427.95

Open I	n Invoices by Fund/Department (APLT22)									
Vendor	r		Invoice	Inv Date	<i>Account</i> Invoice Descrip	tion	Account Description	Invoice Amt		
Fund:	055		GRANTS							
Dep	ot:	00		NonDepartmental						
2549	HOV	' SERV	ICES, INC 0000415152	5/2/2024	055000051 CIRCUIT CLER	49 K / SCAN PROJECT	GRANT MONEY EXPENSES	\$112,622.14		
						S	Subtotal for Department: 00 :	\$112,622.14		
							Total for Fund: 055 :	\$112,622.14		

Vendor			Account	Account Description	Invoice Amt	
		Invoice	Inv Date	Invoice Description		
Fund:	074	TRANSPORTA	TION GRANT			
Dep	t: 00		NonDepartmental			
30001	CARROLL	COUNTY SENIO CCTAPR1524	R SERVICES ORG 5/2/2024	07400005510 PCOM	DISBURSEMENTS	\$32,638.54
640846	MARY MAS 5	ZK .2.24 REIMBURS	SE 5/2/2024	07400005323 PCOM / POSTAGE REIMBURSE	PRINTING, SUPPLIES & POSTAG	\$30.45
640846	MARY MAS	<i>ZK</i> 5/2/24 REIMBUR:	SE 5/2/2024	07400005171 PCOM / REGION 1 MEETING 3.2	EXPENSES FROM DONATIONS 28.24	\$25.79
40040	SAUK VALI	EY MEDIA 2156367	5/2/2024	07400005189 PCOM/TRANSPORTATION	TRANSIT GARAGE	\$202.00
					Subtotal for Department: 00 :	\$32,896.78
					Total for Fund: 074 :	\$32,896.78

Open Invoices by Fund/Department (APLT22)						Carroll County	
Vendo	r	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt	
Fund:	086	OPIOID SETTLEMENT					
Dep	ot: 00	NonDepa	rtmental				
3598	REDWOOD TOXICOLOGY LAB 820442		08600005 5/2/2024 PROBATION	08600005194 PROBATION	EXPENSES	\$345.39	
					Subtotal for Department: 00 :	\$345.39	
					Total for Fund: 086 :	\$345.39	

Open Invoices by Fund/Department (APLT22)						Carroll County	
Vendor	r	Invoice		Account Invoice Description	Account Description	Invoice Amt	
Fund:	087	PUBLIC DEFENDER	SAFET				
Dep	ot: 00		epartmental				
524	BRADEN	COUNSELING CENTER	5/2/2024	08700005510 JUDGE / PSYCHOLOGICAL S	DISBURSEMENTS SERVICES	\$1,000.00	
640443	B DAVID J	BROWN 5.2.24 REIMBURSE	5/2/2024	08700005510 PUBLIC DEFENDER OFFICE	<i>DISBURSEMENTS</i> / REIMBURSEMENT	\$64.66	
640176) HERREL	L ELECTRIC SERVICE 0A752	5/2/2024	08700005510 PUBLIC DEFENDER OFFICE	DISBURSEMENTS	\$588.20	
640622	-	MCKENNA'S FLOOR COVERINGS PUBLIC DEF_3.12.24		08700005510 COURTHOUSE / PUBLIC DEI	DISBURSEMENTS FENDER OFFICE	\$948.28	
					Subtotal for Department: 00 :	\$2,601.14	
					Total for Fund: 087 :	\$2,601.14	

Open Invoices by Fund/Department (APLT22) Vendor Account Account Description Invoice Inv Date Invoice Description

	Fund Totals	
Fund	Fund Name	Fund Total
011	GENERAL FUND	\$11,169.70
014	COUNTY HIGHWAY FUND	\$29,482.14
015	TOWNSHIP MOTOR FUEL	\$14,624.74
016	COUNTY MOTOR FUEL TA	\$5,705.70
018	COUNTY MATCHING FUN	\$392.00
023	COUNTY RECORDER FEES	\$953.94
032	PROBATION SERVICE FEE	\$197.09
040	COUNTY MOTEL/HOTEL T	\$2,925.00
041	COUNTY 911 ETSB FUND	\$8,424.21
054	COUNTY HEALTH FUND	\$7,427.95
055	GRANTS	\$112,622.14
074	TRANSPORTATION GRAN	\$32,896.78
086	OPIOID SETTLEMENT	\$345.39
087	PUBLIC DEFENDER SAFET	\$2,601.14
	Total:	\$229,767.92

Carroll County

Invoice Amt

Date	Breed	Color	Gender	Zone	Туре	Release	Disposition	Dog/Owner
1/2/2024	2 Black mouth curs	Red	М	Savsanna/Fidelity Bank	Stray	1/3/2024		Bear/Eoyre/Jeff Zielinski
12/18/2023	Shephard mix	Black	F	Savanna/627 Chicago	Stray	1/2/2024	Adopted	Aunt B/Diesel/Heidi Stukenberg
12/29/2023	Wimeriner	Gray	М	US 52/Maple Grove RD	Stray	12/29/2023	Claimed	Donavan Kuhlmiere
1/6/2024	Pit mix	white	М	Pound/return adoption	Stray	1/7/2024	euthenized	Sampson/behavioral
1/10/2024	Great Dane	Harloquin	F	Pound	surrender	1/12/2024	Adopted	Stevie/Shelyn O Laughen
1/10/2024	Border collie mix	Black	Μ	Savanna/100 3rd st	Stray	1/10/2024	Claimed	Ray Karlskind
12/26/2023	Border collie mix	Black/white	F	Argo Fay	Stray	1/3/2024	Adopted	Bonnie/Kayla Selman
1/6/2024	Pit mix	white	Μ	adoption return	Stray		Fostered	Sampson/Bruce Meegan
1/23/2024	Huskey	white/gray	Μ	Pike RD savanna	Stray	3/28/2024	Adopted	Loki/Sara Zuelhlke
	Shephard mix	black/tan	Μ	Oakton RD	Stray	4/23/2024	Adopted	Taz
2/13/2024	Golden Retriever/Lab	black	М	Savanna	surrender	2/14/2024	Adopted	Paige Miller Galt IL
2/13/2024	Golden Retriever/Lab	Black	F	Savanna	surrender	2/14/2024		Melissa Geiger Dixon II
2/13/2024	Golden Retriever/Lab	Black	F	Savanna	surrender	2/16/2024	Adopted	Brenda Pearson elizabeth il
2/13/2024	Golden Retriever/Lab	Cream	М	Savanna	surrender	2/16/2024	Adopted	Jane Moll daughter
2/17/2024	unknown Med Brown	Brown	F	Savannna/Sullivans	Stray	2/19/2024	Claimed	Lil mama/David Warren
2/18/2024	Pit mix	Black/white	F	Savanna/Iris St	Stray	2/20/2024	Claimed	Martinez
3/7/2024	Doberman Pincher	Black/Tan	Μ	Milledgeville	Surrender	4/20/2024	Adopted	Loki/ Keith Williamson
3/28/2024	Rott Mix	Black/tan	М	Savanna/Elkay	Stray	3/29/2024	Claimed	George/Eva Bennett
3/28/2024	Chi mix	Tan	F	Savanna/Elkay	Stray	3/29/2024	Claimed	Matilda/Eva Bennett
4/8/2024	Wimeriner	Gray	М	Mt.Carroll/Carsons	surrender	4/9/2024	Claimed	Axel/Katie Wibben

DECEMBER JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOVEMBER	Tag & Reg \$843.00 \$1,127.00 \$704.00 \$1,098.00	<u>Pet Pop</u>	Misc \$650.00 \$370.00 \$785.00 \$225.00
<u>TOTAL</u>	\$3,772.00	\$0.00	\$2,030.00

GRAND TOTAL

\$5,802.00

HIGHWAY DEPARTMENT MONTHLY REPORT May 2nd, 2024

IDEAL ROAD CULVERT AND ROAD PROJECT SECTION 20-00102-00-PV CONSTRUCTION ESTIMATE-MATCHING FUNDS

1. Agenda Item: Agenda Item: Resolution to allocate budgeted Matching Funds to the Ideal Road project in the amount of \$4,750,000.

This resolution allows the County Highway Department to utilize budgeted County Matching funds for the Ideal Road project.

First, I'd like to address the anticipated costs associated with easement purchases and recording fees from adjacent landowners. We estimate these expenses to amount to \$40,000, which must be entirely covered by county funds.

Based on Chastain's evaluation, the projected cost for the entire construction of the Ideal Road project over the course of three years stands at \$4,560,000. However, considering potential changes in federal funding mechanisms—particularly if the switch to reimbursement occurs, as predicted by IDOT—I propose allocating \$4,750,000 in Matching Funds. This additional buffer of 3% accounts for unforeseen additions to the contract, thus minimizing the need for repeated requests to the board for extensions.

I will provide the board with regular updates regarding the status of federal funds, bid award, and any significant alterations to the project once construction commences.

If the board prefers extensions, I have estimated a total of \$200,200 reimbursable and \$50,050 cost to the county for the construction in FY24.

The Department recommends approval of the resolution in the full amount of the Ideal Road Project as estimated.

BIG CUT BRIDGE OVER BNSF UPDATE

We had an ICC update meeting with all parties on Friday. The county and BNSF still disagree on some items. The August letting will not be met, and all parties will need to push for us to hit the September letting.

MFT LETTING UPDATE

Lignin is up 10.5%. While Calcium Chloride increased 17%. Road oils for seal coating HFRS-2 and HFRS-2P decreased by 9% and 13%, respectively, from last year. Pavement marking lowest bid was sent in by America's Parking Remarking with a bid of \$47,787.99, \$3,273.15 lower than the next lowest bidder. An adjustment resolution is not needed at this time for the County's MFT; the estimates going into the bid were close to the results. We will still have a separate letting for shoulder rock on Ideal Road from Morrison Route to IL 74 later this spring.

SAFE STREETS FOR ALL FLYER is attached

GARAGE DOOR FOR MAINTENANCE GARAGE

Board approved do not exceed \$17,739.26 at the last meeting. I will present pricing from other companies I receive this week and proceed with a company.

Tree Removal Estimates

I will present pricing from companies I receive this week.

GovDeals AUCTION ITEMS FOR THE HIGHWAY DEPARTMENT

The auctions started 4/23/24 and ended on April 30th. https://www.govdeals.com/preview-asset/7/9125 Tanker trailer – starting bid of \$1,000 and reserve is set at \$5,000 **RESULT:** https://www.govdeals.com/preview-asset/6/9125 Dodge Ram – starting bid of \$1,000 and no reserve **RESULT:** https://www.govdeals.com/preview-asset/5/9125 Bomag – starting bid of \$1,000 and reserve is set at \$4,000 RESULT: https://www.govdeals.com/preview-asset/4/9125 Air compressor – starting bid of \$50 and no reserve RESULT: https://www.govdeals.com/preview-asset/8/9125 #68 Dump Truck Bidding starts at \$2,500 with no reserve. RESULT:



The counties of Carroll, Jo Daviess, Lee, Ogle, Stephenson, and Whiteside, Illinois have partnered with the Blackhawk Hills Regional Council (BHRC) in order to develop a Safe Streets for All Safety Action Plan (SAP) for their region. This plan will serve as a framework to guide future infrastructure design.

Kaskaskia Engineering Group, LLC (KEG) will be leading all efforts associated with the SAP. KEG specializes in traffic and safety engineering and design and is supported by a multidisciplinary team. They will be the main contact for the project and are able to assist with questions or concerns as the project progresses.

Study Overview

From 2019 to 2021, roadway fatalities increased 17.4% across the country, with an even higher increase in Illinois at 32.1%. The Northwest Illinois region followed this upward trend, with fatalities increasing by 7.1% in these six counties. To address this concerning trend, the counties in partnership with the Blackhawk Hills Regional Council (BHRC) submitted and were awarded a Safe Streets for All (SS4A) grant to support creation of a Safety Action Plan (SAP) for the region.

Jo Daviess

Carroll

Whiteside

Stephenson

Ogle

Lee

Many organizations are supporting these safety action planning efforts, including public health departments, the Illinois Department of Transportation, the Illinois State Police, Northwest Highway Commissioners of Illinois (representing local townships), and municipalities.

What is Safe Streets for All?

The Safe Streets for All (SS4A) program was established through the Bipartisan Infrastructure Law (BIL), also known as the Infrastructure Investment and Jobs Act of 2022.

The SS4A program is allocated \$5 billion to support the development of holistic, well-defined strategies to prevent roadway fatalities and serious injuries in a community, region, or tribe. The program supports the goal of zero roadway deaths using the Safety System Approach, which incorporates the following principles:

- Death and Serious Injuries are Unacceptable
- Humans Make Mistakes
- Humans Are Vulnerable
- Responsibility is Shared
- Safety is Proactive
- Redundancy is Crucial

This vision is going to take a 100% commitment, not only from municipal leadership, but from the public as well.



What is a Safety Action Plan?

According to the Federal Highway Administration (FHWA), a Safety Action Plan, or SAP, is a "powerful way to prioritize safety improvements and justify investment decisions." Essentially, it is a plan put in place to get people home safely and is used as a guide for future infrastructure, design, engineering, and policy. The Northwest Illinois SAP will rely on a variety of data to suggest safety countermeasures that will be in accordance with SS4A program requirements. This data includes:

- Crash records
- Demographics
- Existing plans and policies
- Roadway network
- Average speed trends
- Stakeholder input (You!)

How You Can Help

The Project Team, six counties, and BHRC value and appreciate the feedback of stakeholders, residents, business owners, and the general public on safety issues in the region. We invite you to actively participate in this project by:

- **Submitting your comments** either through the Comment Sheet or through the project website.
- Logging safety issues in the Interactive Safety Map. You can identify certain intersections, stretches of roads, traffic signals, etc. that you feel should be examined in this study.
- **Signing up for updates.** We also encourage you to peruse the project website which will serve as a timely, comprehensive resource for information regarding the development of the SAP.
- Attending the virtual public information meeting in Fall of 2024. Future communications will provide meeting details.

How to Reach Us

To check out the project website and submit a comment, scan the QR code on the left or visit <u>https://kaskaskiaeng.com/northwest-illinois-safety-action-plan/</u>

To log a safety issue in the Interactive Safety Map, scan the QR code on the right or visit <u>https://kaskaskiaeng.com/northwest-illinois-safety-action-plan/</u>







Click the Blue "+" on the Map Below to Submit a Safety Issue to the Study Team



Comment Sheet

Fill out the Contact Information below to ensure you stay up-to-date with information, resources, and public events surround the SAP development. Please include any initial questions or safety concerns in the Comment Section below for the Project Team to address. We appreciate your interest!

Contact Information				
Name:	Organization/Group:			
Street Adress:	City, State, ZIP:			
Email:	Phone:			
How would you like to stay informed? Emai	l Mail Do not send study updates to me.			

Comment Section

Please share your comments, questions, and ideas about the Safety Action Plan. You can submit comments on our website at https://kaskaskiaeng.com/northwest-illinois-safety-action-plan/ or mail this Comment Sheet to 201 E Main Street #100 Belleville, IL 62220.

Please consider answering the following questions in your comments:

- Are there any issues with transportation safety you feel need addressed in your community?
- What vulnerable users do you see use roadways in your area? (for example: elderly, disabled, race, religion, etc.)



Report to Carroll County Board By Julie Bickelhaupt

Comprehensive Economic Development Strategy (CEDS) Update

BHRC has asked the Economic Development Administration for an extension to complete BHRC's work on the 2024-2029 CEDS (anticipated completion date is now May 27, 2024). Staff have been updating our CEDS to include the newest data available for our area. This involves finding the data, cleaning it, and formatting it for entry into Tableau, visual analytics platform. Tableau charts have been updated when necessary to accommodate new data.

Research in Illinois to Spur Economic Recovery (RISE) program

After meeting with MSA consultant, BHRC Regional Planner Abby updated the CIP surveys per their recommendations. Abby has continued meeting and reaching out to the units of local government (ULGs - Carroll County, Savanna) involved in the program for project submissions. As the ULGs have entered projects, Abby has sent those projects to the consultant for review. She created dashboards to help the consultant in their review and have met with the consultant weekly. The consultant will be finishing their assessments soon, and Abby will be meeting with the ULGs to go over final processes and hand off the CIP to them. Abby has also created guidebooks to assist them.

Water Demand in Northwest Illinois

BHRC staff completed the survey for the Driftless Region+Ogle County and sent it to relevant stakeholders. We received 40 responses, which Abby Ebelherr has reviewed to decide what the driving forces we will be using for our scenarios. Staff has met several times with Region 1 Planning Council and Bi-State Regional Commission on the formatting and writing of our individual reports. We are on track to have the action items report complete by the end of May.

Statewide Planning and Research Funds (SPR) Grant

BHRC is still working on improving the trail system in NW IL. Staff has reached out to trail owners for assistance on getting Google Street View for Trails.

Whiteside Area Career Center Creating Entrepreneurial Opportunities (WACC CEO) Program

Thirty-six students were accepted into the 2024-2025 class including four students from Eastland High School and eight from Milledgeville High School. The Trade Show will be held at Northland Mall in Sterling on April 24-25 from 4:30-6:30. The current students will have on display the business they created this past school year. BHRC has had an active role in this program since its inception 11 years ago. Currently, Julie Jacobs, BHRC Office Manager, serves as the CEO Advisory Board Secretary-Treasurer.

309 1st Ave | Rock Falls, IL 61071 | (815) 625-3854 | info@blackhawkhills.com www.blackhawkhills.com

Great River Trail Extension Feasibility Study (Federal Land Access Program)

BHRC continues to support Savanna's efforts to hire a consultant to study extending the Great River Trail to Miller's Landing.

Passenger Rail

Gerold Podraza, a resident of Northwest Illinois, is leading a grassroots effort to extend passenger rail to East Dubuque and commuter rail to Freeport. He presented to the BHRC Executive Committee on April 5 about his work.

Charging and Fueling Infrastructure (CFI) Program

BHRC has requested commentary on its previously submitted but unsuccessful CFI program application. CFI funding in Illinois was awarded to the Illinois Finance Authority and will likely not filter down to the BHRC region. A new charging infrastructure opportunity is now available through the Illinois Environmental Protection Agency; CFI is also likely to reopen in Q2 2024.

April 2024

Software Proposal

PREPARED ON

04/23/24

PREPARED FOR

Bob Jachnicki County Administrator Carroll County

PREPARED BY

Lewie Alfano ClearGov, Inc. Ialfano@cleargov.com (978) 870-7720





We Create Easy-to-Use Software to Help counties Plan and Budget Better

NACo endorses ClearGov Budget Cycle Management as the budgeting solution of choice for local agencies.



"ClearGov's commitment to modernizing the government budgeting process with affordable, easy-to-use software has saved counties countless hours by streamlining and automating the annual budget process. After our rigorous evaluation process, we are pleased to share ClearGov's innovative solutions with our members."

Paul Terragno Financial Services Center Managing Director. NACo

Mission

ClearGov is the leading provider of budgeting and planning solutions for local government agencies. ClearGov's mission is to create easy-to-use, modern software that helps counties plan and budget better. We believe that *every* county should have the opportunity to leverage technology to operate more efficiently and communicate more effectively. We pursue this mission by carefully designing solutions that are clear, collaborative, compelling and cost-effective to fuel better budgeting and drive community support.

Solutions Overview

Based on our conversations with Carroll County and our understanding of your key needs and objectives, we are proposing the following ClearGov solutions:

ClearGov Operational Budgeting

- A robust, yet simple-to-use budgeting solution that is specifically tailored to the needs of counties to streamline the budgeting process.
- Enables finance teams to easily collaborate in real time
- Eliminates spreadsheet errors
- Provides visual dashboards for all funds summary and budget to actuals
- Enables end-of-year projections and fund balance analytics

ClearGov Personnel Budgeting

- A filterable personnel dashboard provides a birds-eye view of your headcount budget and enables you to visually compare unlimited personnel budgeting scenarios
- Automated workflows streamline position and reclassification requests
- Create salary and benefits plans for up to 20 years
- Analyze the effects of salary/benefit adjustments for more informed union negotiations
- Create and export custom reports to share your personnel budget internally and externally

ClearGov Capital Budgeting

- Utilize built-in templates to easily create customized capital request forms
- Automated workflows collect, organize and present capital requests in an intuitive dashboard with the ability to filter by department, funding source, request type and more
- Leverage capital request template forms and create custom forms
- Create unlimited multi-year scenario plans to optimize capital utilization
- Score and rank capital requests based on custom criteria to prioritize requests

ClearGov Digital Budget Book

- The easiest and fastest way to build an award-winning budget book
- Automatically generates a professionally formatted template that's pre-populated with your financials, capital request data, charts, and more
- Let's you and your team work collaboratively to fill in the details
- Built to GFOA guidelines, optimized to ADA standards and designed to be mobile-friendly

Investment

ClearGov offers solutions that are affordable for counties of all shapes and sizes. A summary of your investment in the ClearGov Solutions proposed herein includes:

Setup Service Fees (One time investment)					
Setup Fee: Includes - Full activation and setup; Data onboarding; Client training	\$7,200				
Setup Bundle Discount:	(\$4,700)				
Total Setup Service Fees	\$2,500				

Annual Subscription Service Fees (Annual investment)				
ClearGov Operational Budgeting	\$9,600			
ClearGov Personnel Budgeting	\$8,800			
ClearGov Capital Budgeting	\$6,600			
ClearGov Digital Budget Book	\$5,500			
Bundle Discount	(\$20,500)			
Total Annual Subscription Service Fees	\$10,000			

Implementation Plan

You will be assigned an Implementation Manager (IM), who will develop a plan to get your team up and running that is based on your specific goals and timeline. The ClearGov Onboarding Process will have a big impact on your overall success with our platform, and as such, it is a team effort between you and ClearGov that includes three key components:

General Ledger Data Mapping

• A ClearGov Sr. Data Advisor will format, upload and map your financial data (i.e. revenue and expense data). Your role is to provide us with a complete set of data files as well as guidance on how you would like to view the data, and to review and provide feedback along the way. This is the most important onboarding step as it enables the full use of the budgeting applications.

Training

• Our products are designed to be intuitive and easy to use, but ClearGov provides a robust set of self-directed training resources, as well as live custom workshops to share best practices and help you get the most from our solutions.

Configuration

• Once trained, you can easily configure the ClearGov platform to meet your specific needs - for example - by customizing capital request forms; creating wage schedules; selecting the panels to include in your Transparency Center; etc.

Timeframe

• We have learned that different customers have different priorities, so the onboarding process usually takes between 60 - 90 days. If you have a specific deadline, please let me or your Implementation Manager know, and we'll get back to you quickly to let you know if it's possible, as well as what needs to happen - by when - to achieve that deadline.

Conclusion

In the pages that follow, we'll explain how and why ClearGov solutions not only offer the best value for Carroll County, but also make your day-to-day operations more efficient, productive, and impactful.

As the leading provider of budgeting and planning solutions, ClearGov is committed to helping counties like yours "make democracy work better". And while that may sound lofty, "democracy" is simply what you do every day. We just want to help you do it in a modern, data-driven way — a way that makes your job easier, lightens your load, showcases all the good work that you do, and ultimately helps you better serve your community.

ClearGov already works with hundreds of local governments, schools, counties and other agencies across the country, and we'd be delighted to welcome Carroll County into the fold. If you have questions or concerns as you review this proposal, please do not hesitate to reach out. Thank you for your consideration.

Action Plan

We are excited to begin working with Carroll County as soon as you are ready. Per our discussions, I believe the following represents the key next steps to moving forward. At any point in the process, please let me know ASAP if any of these dates are incorrect or seem unreasonable.

Action Item/Milestone	Target Date
Carroll County committee review/approval	May 2, 2024
Signed Service Order	May 3, 2024
Carroll County added to onboarding queue	May 3, 2024
Service activation date (Subscription start date)	May 3, 2024
Data onboarding complete*	Jul 1, 2024*

*ClearGov is currently on a customer backlog; Clients are added to the onboarding queue on a first-come, first served basis. Carroll County may begin using the ClearGov solutions even before data onboarding is complete.

Budget Cycle Management Overview

We know that you're working hard to make your county run better, and you know that technology can help you get it done. Unfortunately, most of the gov-tech software on the market right now is designed for sprawling megacities or state and federal government — not local agencies like yours. So, these platforms are often complicated, expensive, and loaded with bells and whistles that you'll never use. You don't need a chainsaw to carve a turkey. You simply need the right tool for the job.

ClearGov, the leader in modern budgeting and planning solutions, is built from the ground up specifically for counties. It does everything you need it to do. It's just-right software for agencies that are looking to take that critical next step toward modernizing their budget process. Therefore, all ClearGov solutions are:



At ClearGov, everything we do is designed to make complex government data easy to understand and easy to use, internally and by the public at large. We present data in readily-understood infographic form, and offer an interface for our internal tools that's easy for every staff member to learn and use.



CLOUD-BASED

Web-based software requires no installation, no maintenance and is always up-to-date. Plus, it gives counties the ability to quickly adjust to evolving input and changing dynamics. We host our software and our data with Amazon Web Services, which ensures data security and world-class software performance.



CONNECTED

All ClearGov solutions share a common data set and work together seamlessly. Plus, when you're ready to implement, we do all the heavy lifting for you. To get started, all you have to do is send us an Excel file with your financial data, and we'll onboard it for you.



COLLABORATIVE

ClearGov solutions are designed to improve collaboration and efficiency by automating processes and outcomes. Streamlining the collaborative process is vital to prevent key items from falling through the cracks. Centralization and remote access to documents, systems and processes is mission-critical.



COST EFFECTIVE

ClearGov is built and priced for counties. Our packages are all-inclusive, so you'll never be charged extra for per-seat licenses, never be surprised with hidden fees, and never pay for support or product updates...never.

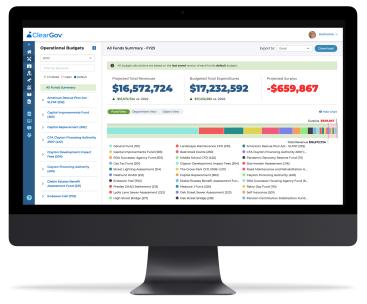
Our goal is to delight our customers with unbeatable value in everything we do.

Operational Budgeting

Budget Better Together

ClearGov Operational Budgeting is a suite of flexible, cloud-based budgeting, forecasting and fund balance modules designed to leverage your existing financial data into a more efficient and collaborative budget building process that streamlines communication with department heads and other budget stakeholders.

It is a one-stop shop to dynamically forecast what-if scenarios, build a budget and communicate budgeting rationale. Designed specifically for local governments and school districts, ClearGov Operational Budgeting is a giant step forward from building your budgets and forecasts with Excel or the legacy accounting system budgeting tools.



Watch a 5 minute micro-demo here

- Budget Dashboard
- All Funds Summary
- Automated Audit Trail
- Budget to Actuals Charts
- Unlimited Budgets

- Departmental Collaboration
 End of Year Projections
 Integrated Report Builder
 Fund Balance Metrics
- Multi-Year Forecasting, and more...



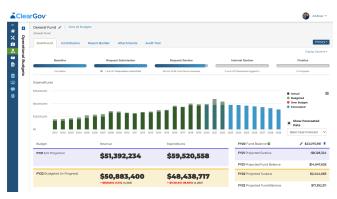
"Having the budget online eliminates version control issues and lets everyone know where we are in the process. Instead of calling or emailing department heads, I can just go into ClearGov and access all the requests and supporting documentation in one spot."

Sean O'Brien Special Assistant to the Finance Director Town of Natick, MA

Budget Builder

ClearGov's Budget Builder helps your staff budget better, together. Using a single, shared online workspace, financial executives, committee members, and department heads can collaborate on building a budget using an efficient tool that's been designed specifically to meet the budgeting needs of counties.

• **Choose your baseline:** Base your budget on last year's data, on a simple-to-generate budget forecast (see below) or use zero-based budgeting.



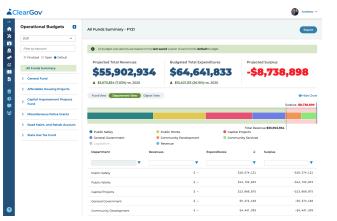
- **Collaborate effectively:** ClearGov Budgets makes it easy to manage, merge, track and review budget requests and changes as a team, every step of the way.
- **Create unlimited budgets:** Create multiple budgets every year across different funds or for the same fund. You can even build out what-if scenarios.
- Add notes and supporting material: Comments and supporting documents are easily attached directly to line items so they are readily available for reference.
- **Keep a thorough audit trail:** Automatically track every change, comment, and version so you always know who changed what and when.
- **Build custom reports with a click:** Easily create and export custom reports to share your operational budget with internal and external stakeholders and existing systems.
- **Operational Budget Dashboard:** Quickly see and share the status of your budget-building process. Filter on current and historical financial data. Automatically aggregate all budget requests in one place.

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All Funds Summary

With ClearGov's automated All Funds Summary dashboard, you can easily review your holistic budget. No more switching between spreadsheet tabs or scrolling screen by screen to get the full picture.

- **Automated Summary:** View your budget across all funds via an interactive, visual dashboard.
- **Toggle Your Views:** Filter and sort functionality is built-in. You can toggle your view by fund, department or object.



• All Funds Summary Export: Online collaborators will have access to the All Funds Dashboard, and with one click, you can export a full report to Excel, CSV or PDF.



End of Year Projections

As your fiscal year progresses or as the fiscal year-end approaches, your collaborators can submit end-of-year projections. ClearGov automatically updates your projected fund balances to help you make more informed decisions for next year's budget.

• **EOY Collection:** Seamlessly include an "End-of-Year Projection" column in your budget workspace. Default to previous year's numbers or zero-balance.

Object Department				-5 Import	+ Add Forecast	Columns	Save	şø Finalize	Minima
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 Police Services 	\$18,437,853.00	\$0.00			\$18,449,128.50	-0.02%			
> Capital Outlay	\$0.00	\$0.00		6		n/a			
> Personnel	\$118,978.00	\$0.00			\$118,978.00	0%			
 Operations and Maintenance 	\$221,291.00	\$9.00			\$232,558.50	-1.31%			
INCENTIVE PAY	50.00	\$0.00				n/a			
MEMBERSHIPS & DUES	\$505.00	\$0.00			\$252.50	-59%			
TRAINING & EDUCATION	50.00	\$0.00			\$20.00	-99.78%			
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SUBSCRIPTIONS & BODKS	\$9.99	\$0.00			\$8.00	n/a			
UNIFORMS	\$10,100.00	\$0.00			\$10,100.00	0 X			

- **Fund Balance Analysis:** Utilize interactive charts to give your finance team new perspectives and insights on your projected Fund Balances.
- **Pin Your Chart:** Your collaborators can pin their fund balance chart to their workspace to see live updates as they work through their budget requests entry.

Why does Carroll County need this?

- **Improve accuracy:** Nearly 9 out of 10 spreadsheets contain errors. Finding those mistakes and fixing them can be frustrating and wastes precious time. But ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster that has to be managed and merged manually.
- **Collaborate more effectively:** ClearGov allows everyone involved to work from the same platform, share comments and suggestions, and immediately see the impact across the organization in real time as budget development unfolds.
- Free up time and resources: Preparing the annual budget consumes a big chunk of your time, but it's not the only thing you do. Modernizing your budgeting process will free up your time and talent to focus on other critical projects as well.
- Make better budgeting decisions: ClearGov's dynamic, graphical interface helps you clearly visualize historical trends at a glance so you can readily identify areas that are consistently under or over budget and make adjustments accordingly.
- **Plan for the long term:** Access to an Al-driven forecasting tool enables you to better assess how budget decisions made today will impact revenues and expenditures down the road. Create multiple forecasts to better plan for "best case" or "worst case" scenarios.
- Identify areas of potential overspend/prevent waste: With instant, easy access to benchmarking data, you can uncover areas for savings quickly and adjust your budget accordingly.

Personnel Budgeting

Modern Personnel Planning

Chances are that people represent the biggest chunk of your annual budget, and it's also the most complicated. ClearGov's Personnel Budgeting solution enables you to throw away those massive spreadsheets that you've been managing by hand and streamlines the entire personnel planning and forecasting process in a single, cloud-based, collaborative solution.

Complete with powerful tools to manage position requests, inform union negotiations and much more, ClearGov's Personnel Budgeting application is a unique software platform built specifically to help finance directors more easily budget for salaries, benefits and other personnel costs.

rGov \$26,668,839 425 378 13

Watch a 5 minute micro-demo here

- Personnel Dashboard Union Negotiation Planning ✓ Position Request Manager Vacancy Planning Integrated Report Builder
- Unlimited Scenario Planning
- Multi-year Position Budgeting
 - And more...

"The more we work in ClearGov, the easier it gets. We first bought Transparency, and then subsequently added Digital Budget Book several months later. Now, we are planning to upgrade to the full suite this spring so we can use Operational Budgeting, Capital Budgeting, and Personnel Budgeting for our next budget cycle. The ClearGov team has been amazing to work with."

Linda Watson

Finance Director Page, AZ Population: 7,375

Personnel Request Manager

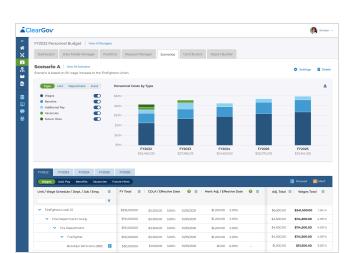
The ClearGov Personnel Budgeting solution enables you to quickly and easily setup and organize your personnel data, collective bargaining rules, open positions and more. Automated workflow tools enable you to capture position requests in a digital format and automatically incorporate these changes into your personnel planning model.

- **Position Management:** Easily import all people, positions and units from your accounting system and set up rules for steps, lanes, benefits, overtime and more.
- **Digital Request Forms:** Stop using paper or Excel request forms. Enable department heads to submit new position requests using digital request forms, and all data is automatically captured within your personnel plan.
- **Request Manager:** Manage all new position requests from one table. Easily see the details of each request, add comments for the requester, and take other actions on the request. Requests can be included in scenarios to see the impact of new positions as you build your personnel budget.

Personnel Planning

ClearGov Personnel Budgeting provides a powerful yet intuitive set of tools to review, plan, compare and communicate multiple personnel plan scenarios to help you make smart decisions about your team and your budget. Compare and contrast single year or multi-year budgets. Easily alter any of your key assumptions to examine unlimited what-if scenarios.

- Data and Rules Manager: Intuitive tools enable you to set up and manage key assumptions and rules by position or by CBA unit.
- Scenario Planning: Seamlessly create unlimited, personnel budget scenarios based on applicable rules and assumptions by unit, by position or by individual.
- **Union Negotiations:** Analyze the effects of adjustments to salaries and benefits for more informed negotiations.
- Vacancy Planning: Get a complete picture of your current and future workforce budget; create and fill vacant positions on specified dates.
- **Multi-Year Planning:** Automatically create salary and benefit plans for up to 20 years in the future.



ClearGov		🧖 Krister
FY2022 Personnel Budget View A	Budgets	
Request Manager Contributors		
New Position Request Vie	All Request	Submit Request
Department Prease select the department for this perc Police Department	unnel request.	A MANDATORY
Job Select the job title	Enter FTE	
Compensation Select Step	Vlage v \$550 per hour	
Proposed Start Date Proposed Start Date at Date at Date		
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Personnel Dashboard

ClearGov Personnel Budgeting rolls up all of your critical information into an easy-to-read, graphical dashboard to help you immediately see the impact of key decisions and share these insights with the rest of your team in a common cloud-based environment.

• **Robust Filtering:** Immediately see the impact on your headcount plans from multiple angles. Filter your personnel dashboard by department, job type, position, unit, and more.



Report Builder: Create and export custom reports to
 share your workforce budget with internal and external stakeholders and existing systems.

Why does Carroll County need this?

- Scrap the Spreadsheets: Get rid of those massive personnel planning spreadsheets and stop sorting through emails to find the right update. Best of all, eliminate those tedious spreadsheet errors that take hours and hours of precious time to find and fix. ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster.
- Accurate forecasts: More accurately forecast personnel expenses, including salaries, benefits and other ancillary compensation such as overtime to help you make better, fact-based decisions today.
- **Critical insights:** Leverage scenario planning to understand the true impact of key labor contract negotiations, plan for vacancies, furloughs and more.
- **Save time and effort:** Manage new position and reclassification requests more efficiently and incorporate those changes directly into your planning.
- **Streamline Budget Reviews:** Share your dashboard and key reports with internal and external stakeholders for review, feedback and approval. With all of the relevant information in one place, your budget review meetings will be a snap.
- **Synchronized budgeting:** ClearGov's Personnel Budgeting also syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process.

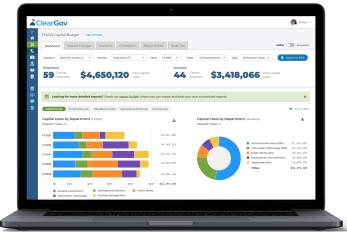
Capital Budgeting

Smart Capital Planning

Capital planning doesn't have to be complicated and it definitely doesn't need to be manual. It's time to get rid of those hard copy capital request forms and move your entire capital planning process into the digital age.

ClearGov Capital Budgeting is the first cloud-based capital improvement planning (CIP) solution specifically designed for local governments that streamlines requests, provides a multi-year scenario optimization process, and generates website-based pages automatically for each capital improvement.

Watch a 7 minute micro-demo here



Capital Budgeting Dashboard	 Unlimited Contributors
Capital Request Manager	Project Request Templates
Request Scoring & Ranking	Integrated Report Builder
Unlimited Scenario Planning	✓ And more



"Our CIP team absolutely loves the capital budgeting product. They love the fact that they can import our projects into it, and we can show our citizens this information. We are going to use the Transparency project pages so that our citizens can get updates on our projects."

Christin Lindsey Senior Budget Analyst Pflugerville, TX The Capital Request function is a dashboard-driven tool that automates and optimizes the process of collecting, organizing, and reporting capital requests across all departments and automatically populates your capital plan. Think of it as a modern, digital-first solution to an age-old, paper problem.

• **Digitize your requests:** Save some trees with a simple online form that captures and submits requests electronically.

earGov					
FY 2022 Capital Requests Vie	w All Fiscal Years				
Dashboard Request Manager Scen	harios Contri	butors Report Builder			Editor D
Requests Forms Scorecard Settings I	mport				Create New F
All types Capital Improvement Capital	Equipment Oth	er Archived Forms			
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CAPITAL EQUIPMENT	¢-	CAPITAL EQUIPMENT	¢+.	CAPITAL EQUIPMENT	¢-
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🕤 Preview 🥒 Edit		🖱 Preview 🖋 Edit		B Preview PEdit	
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Building and Facilities		Roadways		Water and Sewer	
For buildings and other facilities		For roads and streets related const maintenance	truction and	For roads and streets related const maintenance	ruction and

- **Customize your form(s):** Easily customize the default templates with a few simple clicks to precisely fit your needs and preferences. Create as many different form types as you need.
- Automate your workflow: Initiate, collect, track, and manage all your requests online, even set triggered reminders for department heads.
- **Digital audit trail:** Your department heads can easily attach pictures, PDFs, and other supplemental materials to their digital request form. These materials travel with the request, so they're always just a click away.
- View capital requests at a glance: Report and review requests by department, funding source, fiscal year, and more all from an intuitive dashboard.

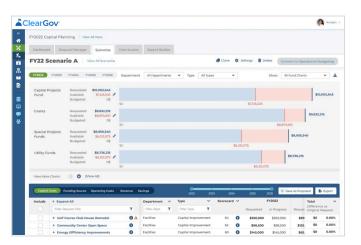


Scenario Planning

Capital Requests

All capital request data is automatically integrated into the Scenarios functionality. Powerful but simple tools enable you to easily and visually identify how your expected funding matches up against all of the requests. Scenarios makes it point-and-click easy to examine multiple scenarios to help you make insightful decisions about which projects you need and can afford to fund.

• Unlimited Scenarios: Easily create, analyze and compare multiple scenario plans to propose and optimize your capital budget - both near and long term.



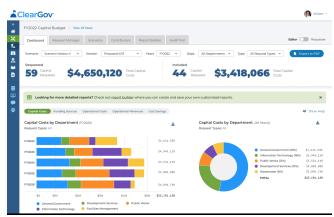
- **Scoring and Ranking:** Assign priorities and ratings to each project based on how they directly impact your key strategic initiatives.
- Shift Funding Assumptions: Can't afford to completely fund a project in one year...no problem. ClearGov Capital Budgeting enables you to spread funding assumptions across multiple years and explore multi-year what-if scenarios.



Capital Budgeting Dashboard

The Capital Budgeting dashboard centralizes everything you need to plan and present your budget and provide deeper insight into capital requests. Use filters to visualize the data from multiple angles while you review capital costs, funding sources, operational costs, cost savings and project revenue.

• **Robust Filtering:** Immediately see the impact of capital requests on your budget from multiple angles. Filter your dashboard by department, year, request type and more.



- **Auto-generated graphs:** View your capital budget data with auto-generated charts that can be downloaded instantly to be used in presentations or shared with stakeholders.
- **Analyze Requests:** Easily click on a request to drill down into the details to see pictures, attachments and a cost breakdown.

Why does Carroll County need this?

- It's so much more efficient: The sooner you automate out-dated manual processes, the more efficiently you can govern. Once you streamline the tedious task of organizing your capital requests, you'll have more time and energy to invest in one of the most critical components of good governance strategic planning.
- **Eliminate the paper chase:** Instead of chasing down paper requests and slogging through the data entry process, you can kick off each new request cycle with a click.
- **Critical insights:** Leverage scenario planning to understand the true impact of key capital projects in both the short term and over time.
- Shine a spotlight on community development: A good chunk of every tax dollar funds important CIPs in your community things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.
- **Synchronized budgeting:** ClearGov's Capital Budgeting syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process. Capital Budgeting also syncs with and automatically generates a capital request summary with detail pages for each department/request for your ClearGov Digital Budget Book.

🙆 Digital Budget Book

Build an Award-Winning Budget Book in a Fraction of the Time

The annual budget book is your most important, public-facing policy document. You want it to be polished, professionally formatted, and accessible to as many residents and stakeholders as possible. And, ideally, you want it to be easy and efficient to produce on your end.

ClearGov Digital Budget Book is the industry's first website-based solution that automates most of the budget book creation process using templates and data-driven charts and tables. Meet GFOA award criteria and deliver new levels of clarity, engagement and understanding for your citizens.

Watch a 5 minute micro-demo here

- Automated Fund Summaries
- Capital Improvements Inclusion

👸 City of Clear Lake

- Department Specific Pages
- Collaborate and Customize
- Built-in GFOA Best Practices
- Automatic Data Updates
- Automated Workflows
- And more...



"We are proud to have won a GFOA award for our latest budget book that we created with ClearGov's Digital Budget Book. One GFOA reviewer even gave us an **Outstanding** rating for Document-wide Criteria and noted: 'The new software they have implemented is great. Graphics, charts, formatting: all exceptional. Outstanding as a communication device.' We are thankful to ClearGov for all of their support throughout the process."

Janet Holman Financial System Manager Montgomery County, OH The Budget Book Builder module helps you produce an interactive and engaging budget book in a fraction of the time it takes today. Instead of manually building your book in a clunky document editor, you build it collaboratively using simple web apps that streamline the steps from start to publish.

- **Prepopulated and preformatted:** Start with a core framework that includes all of your pre-loaded budget data with integrated, pre-built charts
- **Smarter workflow:** Collaborate and work faster to add your narrative with fewer headaches
- **Highly customizable:** Add images, choose chart colors, and select styles to reflect your civic brand.
- <complex-block><complex-block><complex-block>
- **Better end product:** Produce a polished piece that is ADA-Optimized and built from the ground up to meet GFOA best practices

Auto-generated Charts, Graphs and More

ClearGov automatically generates charts, graphs, and Fund Summary pages using your budget data - giving you a profound head start in content creation.

- **Page creation:** Fund Summary pages are pre-built with easy-to-edit template panels. Simply add narrative to the panels to tell your story.
- **Pre-populated:** Fund Summary pages are pre-populated with revenue, expense, and historical data so you don't have to enter it manually.
- City of Page, Arizona
 Induce
 Market and array of the arra
- Auto-generated graphs: Pages include compelling, colorful graphs to complement the data and to help visualize the numbers for each section of your budget. All your graphs and data are auto-updated if you change the numbers.
- **Auto-translate:** Built-in Google Translate functionality will automatically translate your budget book narrative into Spanish, French, Portuguese or more than 100 other languages.

Digital Budget Book Examples

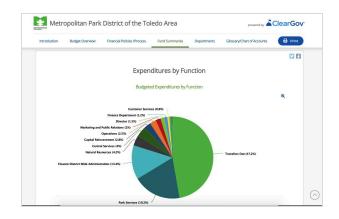
Check just a few of the outstanding Digital Budget Books created using the ClearGov solution:

- El Mirage, AZ Digital Budget Book
- <u>Shawnee, KS Digital Budget Book</u>
- Yuma County, AZ Digital Budget Book
- Sussex County, DE Digital Budget Book
- <u>City of Bristol, CT Digital Budget Book</u>

Automatic Data Updates

Revenue and expense data are automatically updated throughout your Digital Budget Book as the numbers change, eliminating errors and saving time - especially valuable for those inevitable last-minute tweaks.

• **Embedded Data:** Easily embed budget numbers into your narrative. Embedded numbers automatically update whenever your budget changes. No more searching through 300 pages.



- **Smart Charts:** All charts and graphs also update automatically, and they're interactive to help provide a complete picture of your budget.
- **Integrated Budget:** Syncs directly with ClearGov Operational Budgeting or upload your budget data into an integrated, intuitive budget editor.

Why does Carroll County need this?

- **The short-cut you always wanted:** One simple click generates a fully formatted framework that's automatically populated with your financial data, along with pre-built charts, tables and graphs, and even some pre-written content. You simply fill in the blanks and customize the content as you see fit.
- **Improve accuracy:** The more spreadsheets you manage and papers you shuffle, the greater the margin of error. ClearGov's digital-first approach is automated, templated, and paperless so you can stop manually collecting, merging, and managing all that input from dozens of department heads.
- You save time and aggravation: Recreating charts, tables, and graphs from spreadsheets every time a figure changes is not only tedious, it's inefficient. With ClearGov, every time you change a number in your budget, all of the applicable charts, tables and graphs are updated automatically.
- **Print on demand:** Printing a budget book is expensive and often out of date before the ink dries. ClearGov enables you and your citizens to print specific sections or the entire budget book whenever you like which saves both time and money.
- **GFOA kudos:** ClearGov's Digital Budget Book is structured to meet GFOA best practice guidelines. In fact, there is a GFOA checklist built right in, so you can check off each Distinguished Budget Award Presentation requirement as you complete it.

2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Lewie Alfano	Order Date	Apr 23, 2024
Contact Phone	(978) 870-7720	Order valid if signed by	May 7 2024
Contact Email	lalfano@cleargov.com	Order valid if signed by	May 3, 2024

Customer Information					
Customer	Carroll County	Contact	Robert Jachnicki	Billing Contact	Lydia Hutchcraft
Address	P.O. Box 152	Title	County Administrator	Title	Treasurer
City, St, Zip	Mt. Carroll, IL 61053	Email	countyadministrator@carrollc ountyil.gov	Email	cctreasurer@carrollcountyil.gov
Phone	815-244-0228			PO # (If any)	

The Services you will receive and the Fees for those Services are				
Set up Services		Se	ervice Fees	
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 1	\$	7,200.00	
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions (Micro Tier)	Tier 1	\$	(4,700.00)	
Total ClearGov Setup Service Fee - Billed ONE-T		\$	2,500.00	
Subscription Services		Se	ervice Fees	
ClearGov BCM Operational Budgeting - Civic Edition	Tier 1	\$	9,600.00	
ClearGov BCM Personnel Budgeting - Civic Edition	Tier 1	\$	8,800.00	
ClearGov BCM Capital Budgeting - Civic Edition	Tier 1	\$	6,600.00	
ClearGov BCM Digital Budget Book - Civic Edition	Tier 1	\$	5,500.00	
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions (Micro Tier)	Tier 1	\$	(20,500.00)	
Total ClearGov Subscription Service Fee - Billed ANNU	ALLY IN ADVANCE	\$	10,000.00	

ClearGov will provide your Services according to this schedule					
Period	Start Date	End Date	Description		
Setup	May 1, 2024	May 1, 2024	ClearGov Setup Services		
Pro-Rata	May 1, 2024	Nov 30, 2024	ClearGov Subscription Services		
Initial	Dec 1, 2024	Nov 30, 2027	ClearGov Subscription Services		

To be clear, you will be billed as follows					
Billing Date(s) Amount(s)		Amount(s)	Notes		
May 1,	2024	\$ 2,500.00	One Time Setup Fee		
May 1,	2024	\$ 5,833.33	7 Month Pro-Rata Subscription Fee		
Dec 1, 2024 \$ 10,000.00		\$ 10,000.00	Annual Subscription Fee		
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.					
Billing Terms and Conditions					
Valid Until	Valid Until May 3, 2024 Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.				
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.			
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.			

Rate Increase	6% per	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Nate mercase	annum	After the initial service render, the Annual Subscription Service ree shall automatedily increase by this amount.

General Terms & Conditions				
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.			
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.			
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.			
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.			
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an <i>"Annual Term"</i>), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.			
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: <u>http://www.ClearGov.com/terms-and-conditions</u> . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.			

Signature		Sign
Name	Robert Jachnicki	l
Title	County Administrator	

ClearGov, Inc.				
Signature				
Name	Bryan A. Burdick			
Title	President			

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)				
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date		

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.

- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.

- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.

- If Customer is subscribing to any products that require data onboarding:

- ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.

- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).

- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.

- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.

- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.

- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.

- If Customer is subscribing to any products that require data onboarding:

- Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.

- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.

- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.

- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

COUNTY OF CARROLL 301 N. MAIN STREET MOUNT CARROLL IL 61053

PURCHASE OF SERVICE AGREEMENT

for PUBLIC TRANSPORTATION Administrator of

SECTION 5311 OPERATING and

DOWNSTATE OPERATING ASSISTANCE (DOAP)

PROGRAMS

Between

CARROLL COUNTY (Grantee)

And

CARROLL COUNTY SENIOR SERVICES ORGANIZATION (Operator)

STATE FISCAL YEAR

July 1, 2024 through June 30, 2025

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WHEREAS, the OPERATOR, Carroll County Senior Services Organization, has an interest in the provision of transportation services to the general public, THEREAS, the GRANTEE, the COUNTY, has officially designated that the Carroll County Transit be operated by the Carroll County Senior Services Organization, NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

- A. Purpose
 - 1. The purpose of this contract is to arrange for public transit services under the support of the designated public transit system.
 - a. Funding for TRANSIT System was received from the Formula Grants for Rural Areas program of the Illinois Department of Transportation (IDOT).
 - b. IDOT is the pass-through-entity of funding from the U.S. Department of Transportation, CFDA #20-509. Funding for TRANSIT is provided via the 5311 and Downstate Operating Assistance Program, (DOAP).
 - c. As a recipient of these State and Federal funds, the OPERATOR agrees to abide by the Certifications and Assurances of the Federal Transit Administration and as such will provide a signed copy of the Affirmation of Applicant page for the system's records.
 - d. Furthermore, as part of this agreement OPERATOR agrees to make their records related to public transportation Carroll County Transit available to the COUNTY auditor.
- B. Time Frame
 - 1. The contract period shall begin on July 1, 2024, and continue through June 30, 2025.
- C. Amount of Contract
 - 1. Under the Section 5311 program administered by IDOT, the Grantee may make payments for up to 50% of the Operator's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Operator during the fiscal year 2025 in the provision of public transportation services approved by the Grantee. Under the DOAP agreement, the Grantee may make payments for up to 65% of the Operator's eligible operating and administrative expenses incurred. In no event shall the Operators payment under this Agreement exceed the total funding available for the Project Costs. Total funding for the Project Costs is \$944,000.00.
- D. Description of services
 - 1. All transit services will be provided in vehicles open to the public without discrimination and no denial of service without documentation and cause.
 - 2. This service shall be provided Monday through Friday from 6 a.m. to 6 p.m. except on the following holidays:
 - a. New Year's Day-January 1
 - b. New Year's Eve Day-December 1
 - c. Good Friday
 - d. Memorial Day
 - e. Fourth of July
 - f. Labor Day
 - g. Thanksgiving Day

- h. Friday after Thanksgiving Day
- i. Christmas Eve Day
- j. Christmas Day

If the holiday falls on Saturday, the holiday will be observed on the previous Friday. If a holiday falls on a Sunday, the holiday will be observed on the following Monday.

These times and schedules can be changed in the yearly grant application submitted by the County.

- 3. The COUNTY will perform the design and scheduling of transit services to meet the needs of the service area Carroll County.
- E. Compensation
 - 1. Fully allocated operating costs for services under this contract will be total reimbursement of allowable expenditures based partial operational expenses reimbursed by 5311 funding and the remaining expenses reimbursed by DOAP, minus project income (passenger revenue), if any. After the 5311 contractual amount for TRANSIT has been exhausted, any additional expenses will be paid out of DOAP at 65% of eligible expenses. The COUNTY will use local match funding to cover the remaining expenses each month.
 - 2. An invoice for reimbursement from CCT will also be picked up by PCOM. If picked up and approved by the Thursday before a County Board meeting, a reimbursement check should be able to be delivered by the PCOM the Friday following approval at the County Board meeting. There may be an occasion that CCT would need to deliver a deposit or pickup a reimbursement check to/from the PCOM or Treasurer's office.
 - 3. Reimbursement requests shall be accompanied with specific description identifying such items as how much money specifically spent, who received the money, what it paid for, etc.
- F. Accounting
 - 1. Deposits from Carroll County Transit contracts, fares, etc., will be picked up by the PCOM for deposit into the County PTA account. Pickups generally will be Thursdays but sooner rather than later if preferred. If sooner, a call or email advising when deposit will be ready.
 - 2. The OPERATOR shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for TRANSIT in conformity with requirements established by the COUNTY.
 - 3. All costs charged to the Grants, including any approved services contributed by the OPERATOR or others, shall be supported by properly executed payrolls, time records, invoices, contracts or passes evidencing in detail the nature and property of the charges.
 - 4. Checks and money orders must be endorsed over to the COUNTY to be deposited into the COUNTY's Transportation PTA account.
- G. Reporting
 - 1. At the end of each month the OPERATOR shall furnish the PCOM a report from Quickbooks listing the eligible expenses and project income and the deposit report after the reconcile has been done.

- 2. The PCOM shall do the monthly reports on "BlackCat" by the end of the following month.
- 3. At the of each quarter (Sept. 30, Dec. 31, March 31, June 30) the OPERATOR will furnish the PCOM with the following:
 - a. Ridership numbers broken down by adult, seniors, student, passes, contracts
 - b. Deny service report and why denied
 - c. NTD report showing actual and total vehicle hours and miles, actual peak vehicles
 - d. Deposit detail report
 - e. CCT board report ***This information is mandated by IDOT and the COUNTY for compliance with requisition filing and reporting for proper reimbursement for services.
- 4. The following items shall be reported to the COUNTY on an ongoing basis:
 - a. Accidents involving vehicles owned by the COUNTY. The driver taken within 2 hours of the accident to have a drug/alcohol test done.
 - b. Incidents involving passengers carried under this contract.
 - c. Cancellations, snow days, etc., or significant delays in services provided under this contract.
- H. Entire Agreement
 - 1. This contract contains the entire agreement between the OPERATOR and the COUNTY. There are not other agreements or understandings, written or verbal, which require any transit service subcontractors to also have a testing program. Copies of the OPERATOR drug and alcohol testing policy shall be provided to the transit system DIRECTOR.
 - 2. Training of operational personnel shall be provided by the COUNTY and/or Individual OPERATOR shall consist of training components required by IDOT. County reserves the right to hold specialized training in which all Drivers must attend upon Administrative request.
 - 3. All vehicle operations will be conducive to IDOT regulations and can be inspected by Administration for compliance at any time but at minimum, annually.
- I. Other OPERATOR responsibilities:
 - 1. The OPERATOR shall serve as an independent contractor.
 - 2. The OPERATOR shall accept all risk and indemnify and hold the COUNTY harmless for all losses, damage, claims, demands, liabilities, suits or proceedings including court costs, attorney and witness fees relating to loss or damage of property or to injury or death of any person arising out of the acts or omissions of the OPERATOR or its employees or agents.
 - 3. The OPERATOR shall notify the COUNTY in the event of any unavoidable interruption or delay in service.
 - 4. The OPERATOR shall notify the COUNTY of any incidents relating to passengers serviced under this contract.
 - 5. The OPERATOR shall comply with all applicable state and federal laws, including, but not limited to, FTA charter rule, equal employment opportunity

laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws and freedom of information laws.

- 6. The OPERATOR shall comply with all Federal clauses stated in the master agreement with the COUNTY and IDOT.
- 7. The OPERATOR shall supply such additional public transit services to the general public or individual client groups as requested by the COUNTY provided capacity for such service exists and funding for such service based on the rate identified in J and K below.
- J. Other Responsibilities:
 - 1. The COUNTY shall provide operational subsidies for public transit services under the terms identified in this contract that are received from the Federal or State government.
 - 2. Service shall be daily demand-response transportation plus deviated fixed out of town routes and special request designations upon approval and feasibility.
 - 3. Additional passenger transportation services may be provided on an incidental basis with the COUNTY's approval with or funding provided by TRANSIT under this contract.
- K. Operations Responsibilities
 - 1. Drivers for all transit services provided under this contract shall be employed by the OPERATOR. Vehicles that have a 16-passenger capacity or more shall be required to have a Commercial Driver's License (CDL) with a passenger endorsement.
 - 2. The OPERATOR shall establish a drug and alcohol testing program conforming to the rules for the Federal Transportation Administration under FAST-ACT shall take precedence over the items contained herein unless made a part of this contact by amendment procedure.
- L. Insurance
 - 1. All services funded under this contract and all uses of vehicles provided by TRANSIT shall be insured with the following coverage by the OPERATOR.
 - a. Commercial Auto Liability combined single limit of \$2,000,000
 - b. Uninsured and Underinsured Motorist \$2,000,000
 - c. The COUNTY must be added as an Additional Insured to the Operators policy
- M. Amendments
 - 1. Any changes to this contract must be in writing and mutually agreed upon by the OPERATOR and the COUNTY. Changes may also receive concurrence of IDOT, Office of Intermodal Project Implementation.
- N. Termination
 - 1. Either party through written notice to the other party may initiate cancellation of this contract at least 90 days prior to the date of cancellation.
- O. Saving Clause
 - 1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.
- P. Encumbrance of Project Property
 - 1. Unless expressly authorized in writing by the IDOT, the Provider agrees to refrain from:

- a. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Grantee interest in any Project real property or equipment; or
- b. Obligating itself in any manner to any third party with respect to Project real property or equipment.
- 2. The provider agrees to refrain from taking any action or acting in a manner that would adversely affect the County's interest or impair the Operator's continuing control over the use of Project real property or equipment.
- Q. Ethics
 - 1. The Operator shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts supported by Federal or State funds. Such code shall provide that no employee, officer, board member, or agent of the Operator may participate in the selection, award or administration of a contract supported by Federal or State funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
 - A. The employee, officer, board member or agent;
 - B. Any member of his or her immediate family;
 - C. His or her partner; or
 - D. An organization that employs, or is about to employ, any of the above. The conflict-of-interest requirement for former employees, officers, board members and agents shall apply for one year. The code shall also provide that the Operator's employees, officers, board members or agent shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
 - 2. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.
 - 3. Bonus or Commission. The Provider warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance hereunder.
 - 4. False or Fraudulent Statements or Claims. The Provider acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to Grantee in connection with this Project, Grantee reserves the right to impose on the Provider the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Sections 3801 et seq., and 49 U.S.C. app. Section 1607a(h), as IDOT may deem appropriate. The terms of U. S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to this Project.
- R. Audit and Inspection of Records
 - 1. The OPERATOR and its subcontractors certify that it shall maintain, for a minimum of three (3) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents

related to the Agreement shall be available for review and audit by the Auditor General, the County, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Operator agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

S. General Audit and Inspection

1. The OPERATOR shall permit and shall require its contractors to permit the COUNTY or any other State or Federal agency authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, with regard to the Project, and to audit the books, records, and accounts of the OPERATOR and its contractors with regard to the Project. The COUNTY may also require the OPERATOR to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The OPERATOR agrees to comply promptly with recommendations contained in the COUNTY's final audit report.

T. Non-Collusion

1. The OPERATOR agrees not to pay any bonus, commission, fee or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this Agreement. No State officer or employee, or member of the State General Assembly or of any unit of local government which contributes to the Project Funds shall be admitted to any share of part of this Agreement or to any benefits arising therefrom.

FTA REQUIRED CLAUSES

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of: (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall

file a certification, and a disclosure form, if required, to the next tier above. (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may

include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 - Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 - Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 - Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 - Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by

any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including

sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 12511387).

Violations must be reported to FTA and the Regional Office of the Environmental

Protection Agency. The following applies for contracts of amounts in excess of \$150,000: Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed

in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal

entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP)).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOTassisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

FLY AMERICA

a) Definitions. As used in this clause-

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S. flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S. flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign flag air carrier if a U.S. flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S. flag

carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S. flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S. flag air carrier was not available or it was necessary to use foreign flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

(2) Flow-Down.

The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions

contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1. Procure or obtain;
- 2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any

system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company(or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115232, section 889 for additional information.

d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1.U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2.Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3.Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned"

and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an

employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned

vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);

2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605

3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or

2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default.

The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will

only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (CostType Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be

paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I,		hereby certify
	(Name and title of official)	
On behalf of		
		that:
	(Name of Bidder/Company Name)	fficial)that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract. grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Bidder/Company Name:

Type or print name:	•	
••••••		

Signature of authorized representative: ______ Date_____ Date_____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred,
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State,
 - or local) transaction, or contract under a public transaction,
 - 2. Violation of any Federal or State antitrust statute, or,
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or

receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

a. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

a. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

a. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- 1. Equals or exceeds \$25,000,,
- 2. Is for audit services, or,
- 3. Requires the consent of a Federal official, and
- b. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,

Certification

Contractor:				
Signature of Authorized Official:	Date	/	/	

Name and Title of Contractor's Authorized Official:

This contract is for one year beginning on July 1, 2024 and ending on June 30, 2025.

Joseph Payette Carroll County Board Chairman

Date

Russ Gies Carroll County Senior Services Organization Board Chairman Date

Change Order

Jay Zickau Const. 307 E. Broad St. Mt. Carroll, IL 61053 Insured, Licensed & Bonded IL. RF. LIC.#104-015762 Date: 4 - 28 - 2024Owner: 273Project Number: 273Change Order Number: 013472Original Contract Date: 1 - 22 - 2024

Change (add or delete) the following work to the original contract:

Remove installation of new front doors and
Just install two push Button ADA complight
opinars for entry + Exit of the Building.
original \$28,300.00
Push buttens \$9,000.00
Sarings \$ 19, 300.00

Change the original contract amount by: -\$ 19,300.00

Payment to be made as follows: paid in full after completics of the Work Stated ason once invoice is submitted

We agree to furnish labor & materials complete in accordance with the above specifications at the
price stated above.
4-28-2024

General Contractor

	vork to be performed under the s specified in the original nerwise stipulated.
Owner	Date

Note: This change order becomes part of the original contract.

Date

Change Order

Jay Zickau Const. 307 E. Broad St. Mt. Carroll, IL 61053 Insured, Licensed & Bonded IL. RF. LIC.#104-015762 Date: <u>4-28-2024</u> Owner: <u>Carroll Gunt</u> Project Number: <u>273</u> Change Order Number: <u>013473</u> Original Contract Date: <u>1-22-2024</u>

Change (add or delete) the following work to the original contract:

- remove ald siding between windows nemore and replace any bad material found Remove and install her flashings where heredd - Install new Siding between windows - REMON OLL GUILL AS NEEDED AND RECANIK TOP window and bottom windows where needed - Rimon old CANIK and reCallik North west Side main Entrance door. - Stal side of concrete stoup for water SecPasz te North west end of I bram. work to prevent water from coming in ground basement windows,

Change the original contract amount by: \$ \$,000,00

Payment to be made as follows: <u>paid in full after conflation of the</u> work stated above once invoice is submitted

Pronting of	We agree to furnish labor accordance with the above price stated above.	
Name and Address of the Owner o	General Contractor	4-29-2024 Date

Above additional work to be performed under the same conditions as specified in the original contract unless otherwise stipulated.

Owner

Date

Note: This change order becomes part of the original contract.

Change Order

Jay Zickau Const. 307 E. Broad St. Mt. Carroll, IL 61053 Insured, Licensed & Bonded IL. RF. LIC.#104-015762 Date: 4 - 28 2024Owner: 273Project Number: 273Change Order Number: 013479Original Contract Date: 1 - 22 - 2024

Change (add or delete) the following work to the original contract:

- Grind North Wist Entrance Stoop to glion water
to run off and not pool.
``
Change the original contract amount by: \$ 800.00

Payment to be made as follows: <u>Paid in full after completion of the</u> work stated above once invoice is submitted

We agree to furnish labor & materials complete in accordance with the above specifications at the price stated above.

4-28-2024 **General Contractor** Date

Above additional work to be performed under the same conditions as specified in the original contract unless otherwise stipulated.

Owner

Date

Note: This change order becomes part of the original contract.

General Warranty

Prepared for:

Client: Carroll County Phone: (815) 761-6202 Email: jklinefelter@carrollcountyil.gov Address: 10735 Mill Rd. Mt. carroll, IL 61053

Prepared by:

Contractor: Jay Zickau Construction Phone: (815) 291-9189 Email: <u>Jzickauconstruction@gmail.com</u> Address: 307 E. Broad St. Mt. Carroll, IL 61053

This workmanship Warranty (hereinafter referred to as the "Warranty") made and entered into this document created 04/26/2024 by and between:

Client: Carroll County

Contractor: Jay Zickau Construction

(Carroll County) (hereinafter to as "Client") and (Jay Zickau Construction) (hereinafter referred to as "Contractor")

Coverage

Workmanship for the repair of the windows leaking (service/installation/work) is herewith warranted to be free from defects for a period of 1 year from the date of completion. Detail of scope of work proved by contractor below.

North East side of building

-Remove siding from between three windows

-Remove siding from under one window with no basement window

-Remove and replace any bad material

-Install new vinyl siding

-Install all necessary flashings

-Caulk main floor windows and windows below main floor windows (basement)

South West side of building

-Remove siding from between three windows

-Remove and replace and bad material

-Install new vinyl siding

-Install all necessary flashings

-Caulk main floor windows and windows below main floor windows (basement)

North West side of building

-Remove siding from between one windows

-Remove and replace any bad material

-Install new vinyl siding

-Install all necessary flashings

-Caulk main floor windows and windows below main floor windows (basement)

-Seal around Existing concrete stoop to seal end of I beam

Terms and conditions

-This Warranty is expressly conditioned on receipt of payment in full on or before the due date for such payment. Any failure to make on time payment shall void this warranty.

-This Warranty does not cover any damage to a person or property arising from the use of and of the products or materials furnished or any methods employed in connection with the work.

-This Warranty stands null and void if any modifications or changes are made to the products or materials used in connection with the work without prior written consent of the contractor.

-This Warranty does not cover the products used. If a problem arises the contractor will contact the supplier or manufacturer of the issue.

-This warranty does not cover any issues, problems of any sort to any part of the build. Except what has been listed in this warranty. Water seepage around seven basement windows, and the North West end of the basement I beam.

Exclusions

The following causes/reasons are not covered under this Warranty

- 1. Damage caused by negligence, intentional misuse, or failure to properly maintain the work.
- Damage is caused by conditions beyond our control, such as, but not limited to, acts of God (floods, lightning, etc.), war, civil unrest, or governmental regulation.
- 3. Any changes or modifications to the work performed by anyone other than the contractor's authorized representatives.
- 4. Damage cause due to shifting, moving and or settling of the building owned by the client
- Failure of the site to be prepared in accordance with our specifications prior to commencing work. This can include but is not limited to, excavation, site not being adequately drained.

Claims

-All claims under this warranty must be submitted in writing within (10) days of the defect becoming apparent.

-The claim should be accompanied by proof of purchase and must include photographic evidence of defect.

-The Contractor must be given a reasonable opportunity to investigate all claims and to remedy any defects found. Subsequently, the contractor reserves the right to inspect the work in question and determine, in its sole discretion, whether the workmanship is defective.

-Client understands that failure to give timely notice as set out in this clause will void this Warranty.

Resolution

In the event that a problem with the work should arise, the contractor will have a reasonable time, not to exceed 30 days, to remedy the problem.

Replacement products, if required, will be new and of the same type, quality, and function as the originals, unless otherwise mutually agreed.

Governing Law

This Warranty will be governed under the laws of Illinois, and the venue of any dispute arising over this Warranty shall be in Carroll County, Illinois.

Agreed and Accepted

By signing below, the Client and Contractor agree to the terms of this Warranty. Thank you for choosing our company. If you have any questions regarding this warranty, please do not hesitate to contact us at Jay Zickau Construction 815-291-9189.

Contractor:	Client:
Date:	Date:

COUNTY MATCHING FUND RESOLUTION

WHEREAS, The County of <u>Carroll</u> is preparing for the Cost sharing of the Reconstruction of Ideal Road, Section 20-00102-00-PV, and,

WHEREAS, in compliance with the aforementioned project, it is necessary for the County to allocate the funds intended to pay for the County's share of the cost of this improvement, and,

NOW THEREFORE, **BE IT RESOLVED**, that there is hereby identified the sum of <u>Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000.00</u>) of budgeted <u>County Matching Funds</u>, thereof as may be necessary to pay the amount of \$3,644,298.64 that Federal funding will reimburse and of the County's share of \$1,105,701.36 cost for Construction and easement purchases, and,

BE IT FURTHER RESOLVED, that the County agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

I, <u>Amy R. Buss</u>, County Clerk in and for said County, in the State of Illinois, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of <u>Carroll</u> County, at its

Date:______ Meeting held at Mount Carroll, Illinois.

Carroll County Clerk

 $\{ S E A L \}$

WORK PLAN

Based on the tasks outlined in the City of Savanna's Scope of Work as well as Toole Design's experience performing trail feasibility studies of this kind, our recommended approach and scope of work is detailed below. Additional details related to the scope will be outlined in a project work plan and confirmed during the project kickoff meeting.

This scope of work and the associated schedule is contingent upon an extension of the project timeline into mid-2025.

Task 1: Project Oversight

This task maintains the project schedule and ensures clear communication throughout the project.

1.1: Project Setup and Kickoff Meeting

Toole Design will develop a project work plan, based on this scope of work, and project schedule. The Great River Trail Extension Feasibility Study will commence with a virtual kickoff meeting between Toole Design, Strand Associates (subconsultant), the City of Savanna, and key partners from the project steering committee.

1.2: Project Team Meetings

Toole Design will facilitate virtual bi-weekly progress calls with the City of Savanna, and any other key team members identified by the City to provide updates and discuss key issues and opportunities as they arise.

1.3: Steering Committee Meetings

Toole Design will facilitate up to four steering committee meetings with representatives from pertinent agencies, organizations, and trail advocacy groups. Meetings will be held virtually. We will work with the City to determine appropriate check-in points with this committee, but we anticipate that meetings will occur quarterly. The City of Savanna will be responsible for meeting invitations.

1.4: Ongoing Project Management

Toole Design will provide consistent oversight and communication to ensure the project follows the established schedule and is completed on time. This task covers coordination with the internal team, monitoring the budget and schedule, and preparing invoices.

Task 1 Deliverables and Meetings:

- Project management plan and schedule
- Kickoff meeting facilitation and materials (agenda, presentation, and meeting summary)
- Facilitation of bi-weekly virtual check-in meetings with the City of Savanna (agenda and action items)
- Facilitation of up to four virtual steering committee meetings (agenda and action items)

City of Savanna Responsibilities:

- Review of project management plan and schedule
- Participation in kickoff meeting
- Participation in bi-weekly virtual check-in meetings
- Invitations to and participation in up to four virtual steering committee meetings

Task 2: Existing Conditions

In this task, the Toole Design Team will gather information about the study area, the identified route alternatives, the surrounding transportation network, and land uses to develop an understanding of the opportunities and constraints of the corridor.

2.1: Background Data, Documents, and Policies Review

The Toole Design Team will review plans, policies, studies, and projects within and adjacent to the study area. Data will be collected from available sources including county and state GIS databases. Policies, procedures, guidelines, regulations, and laws will be reviewed from relevant agencies and private entities that own or manage properties and/or infrastructure in the study area. Review of existing studies, policies, projects, and data will include, but is not limited to:

- Site and project history
- Relevant state, regional, county and municipal planning documents and studies, including:
 - o 2022 Great River Trail Concept Plan–Galena to Savanna
 - o 2022 Carroll and Jo Daviess Counties Greenways and Trails Plan
 - o USACE's Mississippi River Project Master Plan with Integrated Environmental Assessment (2022)
 - o IDNR's Statewide Comprehensive Outdoor Recreation Plan (SCORP) 2021-2025
 - o 2020 Northwest Illinois Trails–Wayfinding Sign Guide
 - o 2019-2020 Northwest Illinois Trails Study
 - 2017-2018 Northwest Illinois Trails Study
 - o IDOT's Carroll County Bike Map (2013)
 - Official Comprehensive Plan for Carroll County, Illinois (2008)
- Railroad right-of-way
- Corridor safety data
- Existing transportation infrastructure
- Relevant policies, procedures, guidelines, regulations, and laws that may support or hinder the feasibility of potential alternative alignments
- Economic and recreation opportunities

2.2: Study Area Review and Inventory

The Toole Design Team will analyze the study corridor using draft base maps. We will note relevant conditions that could affect the safety and comfort of potential trail users in addition to conditions that may affect the development of the corridor for trail use. Such factors may include, but are not limited to, road and railroad right-of-way variations and pinch points, grade and sight distance issues, soil and vegetation conditions, land uses and encroachments, and street crossings. Field reconnaissance in the study area will be used to ground-truth conditions and document constraints and opportunities. Our team will record these conditions and create an annotated base map, identifying characteristics of the study area.

2.3: Environmental and Cultural Resources Mapping

The Toole Design Team will conduct a desktop review to develop environmental and cultural resource constraints maps for the study area using Geographical Information System (GIS) data. Environmental and cultural resource layers that will be analyzed and mapped with the desktop review include but are not limited to the following:

- Land Use and Open Space
- State and National Wetland Inventory Wetlands and Water Resources
- USDA NRCS Soil Survey types
- Topography
- National Hazard Flood Layer–FEMA
- Federal and State-listed threated and endangered species
- Priority Habitats
- Areas of Critical Environmental Concern
- High Archaeological Resource Potential Layer- 1994 Illinois State Museum data
- National and State historic buildings, sites, and districts

Savanna Great River Trail Extension Feasibility Study

- Brownfield sites for potential hazardous material implications
- Environmental Justice Communities

This task does not include review of State Historic Preservation Office (SHPO) archaeological points and areas. If this work is deemed essential at this phase of the feasibility study, IDNR will be asked if they can conduct a review. If this is not possible, an additional subconsultant will be retained for an additional fee.

2.4: Existing Conditions Summary

The Toole Design Team will synthesize findings from Tasks 2.1-2.3 into an existing conditions memorandum that documents the study area conditions, opportunities, and constraints. The existing conditions summary will document key components required in the Planning component of the PEL study including:

- Develop Problem Statement
- Identify Goal and Objectives
- Define the Trail Corridor study area
- Describe the Environmental Setting
- Identify the transportation modes and trail uses

Task 2 Deliverables and Meetings:

- Field review #1
- Existing Conditions Report, including supporting maps and figures

City of Savanna Responsibilities:

- Provide existing plans and data in digital formats as requested by the Toole Design Team
- Review and comment on Existing Conditions Report

Task 3: Public and Stakeholder Engagement

This task provides for public engagement activities.

3.1: Engagement Plan

Toole Design will develop a public and stakeholder engagement plan to identify project stakeholders, develop strategies for reaching underserved communities, and clarify roles between Toole Design, Strand Associates, the City of Savanna, and the steering committee. The plan will include a framework for outreach and engagement, strategy, formats to be used, and schedule. The plan will also identify materials and/or media to be developed for engagement efforts.

3.2: Public Engagement Events

The Toole Design Team will facilitate up to two public engagement events or activities that will correspond with Task 2. Existing Conditions and Task 4. Identify and Assess Feasibility of Alternatives. The Toole Design Team will work with the City of Savanna to identify appropriate methods for outreach and engagement, such as in-person pop-up events held at existing community events in Savanna or along the Great River Trail, online interactive maps and commenting, or web-based surveys.

3.3: Stakeholder Engagement Events

The Toole Design Team will facilitate up to three virtual stakeholder engagement events. The stakeholder group will, at a minimum, include Illinois Department of Transportation, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Illinois Department of Natural Resources, BNSF Railroad, and Jo-Carroll Energy. These meetings will also serve as touch-points for consultation with Environmental Agencies for PEL compliance, led by Strand Associates. They will occur at the following junctures during the study:

Savanna Great River Trail Extension Feasibility Study

- Coordination Point 1: Problem Statement, Goal, and Objectives (Task 2)
- Coordination Point 2: Range of Alternatives (Task 4)
- Coordination Point 3: Preferred Alternative and Proposed Approach to NEPA Documentation (Task 5)

The City of Savanna will be responsible for invitations to the stakeholder engagement events.

In addition to the three large-group stakeholder events, it is anticipated that individual meetings with key stakeholders may be required. The Toole Design Team will facilitate up to eight virtual stakeholder meetings to discuss project specifics.

3.4: Engagement Summary

The Toole Design Team will prepare an engagement summary that compiles participation statistics, highlights themes, and indicates how the input was used in the selection of a preferred alternative. This documentation will be helpful for PEL and future NEPA requirements.

Task 3 Deliverables and Meetings:

- Public and Stakeholder Engagement Plan
- 1 in-person public engagement event
- 1 virtual public engagement activity
- Up to 3 virtual stakeholder meetings (agenda and presentation)
- Up to 8 virtual individual stakeholder meetings (agenda)
- Engagement summary

City of Savanna Responsibilities:

- Public and Stakeholder Engagement Plan
- Assistance coordinating in-person public engagement event
- Invitations to large-group stakeholder meetings

Task 4: Identify and Assess Feasibility of Alternatives

Toole Design will identify alternative alignments for the trail extension from its current terminus in Savanna to Miller's Landing. At a minimum, the alternatives will include:

- No feasible extension
- An elevated route with a section running within the Mississippi River corridor
- One additional route that may make use of alignments identified in the 2022 Great River Trail Concept Plan: Galena, IL to Savanna, IL

4.1: Identify Alternatives

The Toole Design Team will develop and analyze three to four alternatives for the trail alignment. The alternatives will be depicted on GIS-based maps to facilitate further analysis and evaluation. The project team will develop two to three sketch cross-section graphics per build alternative to illustrate trail facility types and changes to road and/or railroad right-of-way corridors.

4.2: Evaluate Alternatives

Toole Design and Strand Associates will work with the City of Savanna to identify evaluation criteria to be used in selecting a preferred alternative. The criteria will be incorporated into a matrix that can account for both qualitative and quantitative data. An additional field review to ground truth assumptions about the alignment alternatives is anticipated as part of this task. Criteria will include, but is not limited to:

Savanna Great River Trail Extension Feasibility Study

- Safety of trail users
- Accessibility and ability to comply with PROWAG
- Protection of environmental and cultural resources
- Complexity of legal, permitting, and approvals processes
- Connectivity potential for further extensions of the Great River Trail
- Planning and construction costs
- Operations and maintenance costs

The evaluation will also incorporate elements of a pre-NEPA red flag review, including:

- Hydraulics and flooding concerns
- Topographical challenges
- Threatened and Endangered Species considerations
- Possible impacts to Section 106–Historical Resources
- Noise considerations

4.3: Preferred Alignment

The Toole Design Team, in coordination with the City of Savanna, will select a preferred alignment which will be depicted on a GIS-based map. The Toole Design Team will work together to collectively develop up to three drawings or graphics to further illustrate road or rail crossings, structures, or cross-sections and elevations of interest. These illustrations and drawings may be used to further communicate the trail concept to stakeholders and the public.

Task 4 Deliverables:

- Trail alternatives map
- Two to three cross-sections per build alternative
- Evaluation matrix
- Field review #2
- Preferred alignment map
- Up to three graphics or drawings depicting elements of the preferred alignment

City of Savanna Responsibilities:

- Review of all alternatives
- Participation in field review
- Participation in selection of preferred alignment

Task 5: Feasibility and PEL Study

The Toole Design Team will combine documentation of the study into a feasibility report that is PEL-compliant. The feasibility analysis will identify a preferred alternative that is ready to be carried into NEPA analysis. This document will serve as a record of the study process and will provide municipalities, trail advocacy groups, and agencies the information needed to carry the trail extension into the next phase of planning and design.

5.1: PEL Summary and Permitting and Approvals Analysis

Strand Associates will collect pertinent documentation from the course of the study into a PEL summary report. The PEL summary will cover planning, pre-NEPA red flag review, collaboration, and a summary of data sources. Strand Associates will develop a list of permits and approvals that will be necessary for the next steps of planning and designing the trail along the preferred alignment. The PEL summary and permitting and approvals list will be incorporated into the final feasibility report.

5.2: Opinions of Probable Cost and Sources of Funding

The Toole Design Team will develop planning-level design and construction cost opinions for the preferred alignment. Strand Associates will aid in this task by developing cost opinions for any structures associated with the preferred alignment. Cost opinions for the project will be planning-level and based on the preferred alignment concept and design standards for the trail project. Toole Design will also develop a list of possible funding sources to take the trail extension towards the next stages of design and construction.

5.3: Feasibility Report and Recommendations

The feasibility report will synthesize the work of Tasks 2, 3, and 4. The Toole Design Team will package the study findings to allow the pursuit of funding to carry the project into the next stages of planning and design. The feasibility report will include:

- Project description and background
- Documentation of the study process
- Detailed description of the trail alignment, including cross-sections and illustrative graphics
- Opportunities and constraints evaluation
- PEL summary
- Permitting and approvals requirements
- Planning-level cost opinions
- Recommendations for field investigations and analyses to be performed during the next stages of design
- Amenity recommendations and locations

The study will lay out the development process for the preferred alternative in easily understandable narrative and graphics. The feasibility report will undergo two rounds of review with the project steering committee.

Task 5 Deliverables:

- Opinions of Probable Cost
- Funding sources list
- PEL summary
- Permitting and approvals list
- Draft and Final Feasibility Reports

City of Savanna Responsibilities:

• Review of and comment on all task deliverables

Proposed Schedule

The Toole Design Team is ready to begin work immediately on this project, and we propose a 12-month project schedule.

	2024			2025							
Tasks	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
1. Project Oversight											
1.1 Project Setup & Kickoff Meeting											
1.2 Project Team Meetings											
1.3 Steering Committee Meetings											
1.4 Ongoing Project Management											
2. Existing Conditions											
2.1 Background Data, Documents, Policies Review											
2.2 Study Area Review and Inventory											
2.3 Environmental and Cultural Resources Mapping											
2.4 Existing Conditions Summary			D								
3. Public and Stakeholder Engagement											
3.1 Engagement Plan		D									
3.2 Public Engagement Events				М		М					
3.3 Stakeholder Engagement Events			М			М		М			
3.4 Engagement Summary										D	
4. Identify and Assess Feasibility of Alternatives											
4.1 Identify Alternatives											
4.2 Evaluate Alternatives						D		D			
4.3 Preferred Alignment										D	
5. Feasibility and PEL Study											
5.1 PEL Summary & Permitting/Approvals Analysis										D	
5.2 Opinions of Probable Cost & Sources of Funding										D	
5.3 Feasibility Report and Recommendations											D

Deliverable

M Meeting

Summary of Great River Trail Extension Feasibility Study Status as of 4/25/2024

PROJECT SCOPE AGREEMENT BETWEEN SAVANNA AND IDOT/FHWA

"The project scope is a trail extension feasibility study for a combination at-grade and elevated corridor between the Savanna Marina in the City of Savanna, IL, to Miller's Landing/Mississippi River Palisades State Park in rural Carroll County, IL. The study will assess economic viability related to the use of existing roadways and the Mississippi River to convey pedestrian, bicycle, and other nonmotorized users to and from important regional recreation and tourism destinations.

If the expanded budget permits, the project will explore alternative routing. It would also include a Planning and Environmental Linkage (PEL) component to link transportation planning activities to NEPA and other environmental requirements. Should completing a full PEL be too costly, portions of a PEL will be considered."

HOW TOOLE WILL CARRY OUT THE APPROVED SCOPE

See proposed scope and schedule document; the alternatives analysis will include study of:

- No feasible extension
- An elevated route with a section running within the Mississippi River corridor
- One additional route that may make use of alignments identified in the 2022 Great River Trail Concept Plan: Galena, IL to Savanna, IL

NEXT STEPS

- IDOT D2 will review the engineering agreement (BLR 05514 and BLR 05530)
- IDOT D2 will request edits to or OK the engineering agreement;
 - Savanna (BHRC) will make any necessary edits
 - Savanna and Toole will sign the document
- At the same time, a joint funding agreement (BLR 05310) will be sent by IDOT D2 to Savanna (BHRC), which will be signed by Savanna and Toole and returned to IDOT D2
- IDOT D2 will submit to IDOT central, which will review the signed agreements

WHAT'S NEEDED FROM TOOLE

- Assurances that Toole will not exceed \$152,643.30 (BHRC will ask)
- Confirmation that as part of the feasibility study, Toole will explain what parts of a PEL and NEPA are not part of the feasibility study and must be completed before preliminary engineering or construction the next phases can start (BHRC will ask)
- Signatures on the engineering agreement (BLR 05514 and BLR 05530) and joint funding agreement (BLR 05310)

WHAT'S NEEDED FROM SAVANNA

Signatures on the engineering agreement (BLR 05514 and BLR 05530) and joint funding agreement (BLR 05310)

WHAT'S NEEDED FROM CARROLL COUNTY

• \$2,643.30 in additional matching share to be paid to Savanna

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Savanna		C	arroll		-	23-00045	-00-ES	S-9	92-001-24
Project Number	Contact Name			one Number	a (b)	Email	14951		
1UXR(061)	j.hughes@sav	vanna-il.us	(8	15) 273-2251	1	j.hughes(@savanna	a-il.us	
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Project Description									
The project scope is a corridor between the S Palisades State Park use of existing roadwa users to and from imp If the expanded budge Planning and Environ NEPA and other envir a PEL will be consider	Savanna Marir in rural Carroll ays and the Mi ortant regiona et permits, the mental Linkage conmental requ	na in the City of County, IL. The ssissippi River t I recreation and project will explo e (PEL) compon	Savar study co con touris ore al	nna, IL, to Mi y will assess vey pedestria of destinatio ternative rou o link transpo	ille ec an, ns tin	r's Landin conomic vi , bicycle, a g. It would tion planr	g/Mississ ability rela and other d also incl ning activi	ippi Ri ated to non-m ude a ties to	the notorized
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Prime Consultant (Firm) Na	ame	Contact Name		Phone Numb		Email			
Toole Design		Kevin Luecke		(608) 663-	80	82 klued	ke@toole	edesig	n.com
Address				City			-	State _	Zip Code
122 W Washington Av	ve, Ste 550			Madison				WI 🖣	53703

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

used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

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

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

AGREEMENT EXHIBITS

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

EXHIBIT A: Scope of Services

- EXHIBIT B: Project Schedule
- X EXHIBIT C: Qualification Based Selection (QBS) Checklist
- X EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)

I. THE ENGINEER AGREES,

- 1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
- 2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- 3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
- 4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
- 5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
- To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
- 8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
- 9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- 10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements

must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.

- (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
- 11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

- To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:

 (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is
- required to be completed with this AGREEMENT.
 To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
- 3. To pay the ENGINEER:
 - (a) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

- DL is the total Direct Labor,
- DC is the total Direct Cost,
- OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

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

- The Fixed Fee cannot exceed 15% of the DL + OH.
- 5. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

- 1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
- 2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature

whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

- 4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
- 5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this

AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

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

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

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

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

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

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the

specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program, and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

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

AGREEMENT SUMMARY					
Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount			
Toole Design	05-0545429	\$107,965.00			

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
+ Strand	39-1020418	\$45,505.00
	Subconsultant Total	\$45,505.00
	Prime Consultant Total	\$107,965.00
	Total for all work	\$153,470.00

AGREEMENT SIGNATURES					
Executed by the LPA:					
L The C	ocal Public Agency Type City of	Local Pub Savanna	lic Agency a		
Attest:					
By (Signature & Date)			By (Signature & Date)		
Name of Local Public Agency	Local Public Agency Type	T.	Title		
Savanna	City	Clerk	Mayor		
(SEAL) Executed by the ENGINEER:					
	Prime Consultant (Firm) Name	9			
Attest:	Toole Design				
By (Signature & Date)			By (Signature & Date)		
Title			Title		
Principal			Principal		

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Savanna	Toole Design	Carroll	23-00045-00-ES

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

EXHIBIT A SCOPE OF SERVICES

FOR FEDERAL PARTICIPATION PROJECTS

See "Attachment A - Scope of Services and Project Schedule.pdf"

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number	
Savanna	Toole Design	Carroll	23-00045-00-ES	
	EXHIBIT B PROJECT SCHEDUL	-E		
See "Attachment A - Scor	pe of Services and Project Schedule.pd	lf"		

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Savanna	Toole Design	Carroll	23-00045-00-ES

Exhibit C

Qualification Based Selection (QBS) Checklist

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

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		140	res
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?		\mathbb{X}
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?		\boxtimes
3	Was the scope of services for this project clearly defined?		\mathbf{X}
4	Was public notice given for this project?		\boxtimes

If yes Due date of submittal 12/27/23

Method(s) used for advertisement and dates of advertisement

Publication on City of Savanna website (12/13/2023), APA RFP/RFQ Search (12/14/2023), and APA-IL RFP/RFQ Search (12/14/2023)

5	Do the written QBS	policies and	procedures	cover	conflicts of	interest?	
---	--------------------	--------------	------------	-------	--------------	-----------	--

	5	Do the written QBS policies and procedures cover conflicts of interest?				
	6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?				
	7	7 Do the written QBS policies and procedures discuss the methods of evaluation?				
		Project Criteria Weighting				
		+ Knowledge of and experience with planning-level feasibilities 30%				
		+ Knowledge of and experience with greenways and trails development 30				
		+ Project outreach and engagement background, including with key 5				
		Familiarity with Northwest Illinois, the Driftless Area				
		+ Project team management capabilities 15				
		+ Performance on prior City of Savanna or key stakeholder contracts				
		+ References 1				
ſ	8	Do the written QBS policies and procedures discuss the method of selection?		X		

Selection committee (titles) for this project

Jeremy Hughes, Public Works Director, City of Savanna Jeff Griswold, Council Member, City of Savanna Val Gunnarsson, Mayor, City of Savanna Rob Davies, Deputy Director, Jo-Carroll Depot Local Redevelopment Authority Sara Renkes, County Engineer, Carroll County James Bratta, Board Member, Carroll County Hotel/Motel Tax Board Daniel Payette, Executive Director, Blackhawk Hills Regional Council Top three consultants ranked for this project in order 1 Confluence 2 Toole Design 3 Lardner/Klein Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? 9 10 Were negotiations for this project performed in accordance with federal requirements.

 \times

Loc	cal Public Agency	Prime Consultant (Firm) Name	County	Section Num	ber
Sa	vanna	Toole Design	Carroll	23-00045-0	00-ES
11	Were acceptable costs for this project verified?				
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?				
13	Do the written QBS policies and proc (monitoring, evaluation, closing-out a breaches to a contract, and resolution				
14	QBS according to State requirements used?				
15	Existing relationship used in lieu of QBS process?				
16	CPA is a home rule community (Exempt from QBS).				

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

of the fo Selectir phase o Selectir		of the fo Selecting phase o	ser must select yes or no. Based on the selection, a drop-down menu will appear. The language form changes based on the selection. ing yes indicates federal funds will be used to fund all or a portion of the engineering for this of this project. ing no indicates no federal funds will be used to fund any engineering for this phase of the t.			
			ves was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.			
Number If		If the ag	From the drop down, select the type of agreement, types to choose from are: Original or Supplemental If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.			
Local Pu	blic Agency					
	Local Public Agency		Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.			
	County		Insert the name of the county in which the LPA is located.			
	Section Number		Insert the section number applied to this project without dashes, dashes are automatically inserted.			
	Job Number		Insert the job number assigned for the project, if applicable.			
	Project Number		Insert the project number assigned for this project, if applicable.			
	Contact Name		Insert the name of the LPA contact for this project.			
Phone Number			Insert the phone for the LPA contact listed to the left without dashes.			
	Email		Insert the email for the LPA contact listed to the left.			
Section	⊃rovisions					
	Location		Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.			
	Local Street/Road Name		Insert the local street/road name.			
	Key Route		Insert the key route of the street/road listed to the left, if applicable.			
	Length		Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.			
	Structure Number		Insert the existing structure number(s) for this project.			
	Location Termini		Insert the beginning and ending termini as it pertains to this location for this project.			
Add Location			Use this button to add additional location.			
	Remove Location		Use this button to remove a location added in error. Please note that at least one location is required.			
	Project Description		Insert a description of the work to be accomplished by this project.			
	Engineering Funding		Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.			
	Anticipated Construction F	unding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."			

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.		
Consultant			
Primary Consultant (Firm) Name	Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.		
Contact Name	Insert the name of the contact for the firm listed to the left.		
Phone Number	Insert the phone number for the contact listed to the left, without dashes.		
Email	Insert the email of the contact listed to the left.		
Address	Insert the address of the firm listed to the left.		
City	Insert the city of the firm listed to the left.		
State	Insert the state of the firm listed to the left.		
Zip Code	Insert the zip code of the firm listed to the left.		
— (F = 0 = 0			
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.		
Exhibit A	Insert the scope of services covered by this agreement/ project. This exhibit is required.		
Exhibit B	Insert the project schedule that applies to this agreement/ project. This exhibit is required.		
Exhibit C	Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.		
Exhibit D	Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise.		
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed.		
LPA Agrees			
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box.		
	If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage.		
	If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula.		
	If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only.		
	If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.		

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary					
Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.				
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).				
Agreement Amount	Insert the maximum agreement amount.				
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project. Subconsultants are defined as any firm that is required to complete a Cost Estimate of Consultant Services (CECS) Worksheet.				
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).				
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.				
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.				
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.				
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.				
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.				
Agreement Signatures					
Executed by LPA					
Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.				
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.				
Ву	The LPA clerk will sign here.				
Ву	The LPA official authorized to sign this agreement will sign and date here.				
Seal of LPA	The LPA will seal the document here.				
Title	Insert the title of the LPA official who signed above.				
Executed by the Engineer					
Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.				
Ву	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.				
Title	Insert the title of the person signing above.				
For Agreement using MFT or State Fu	For Agreement using MFT or State Funds only:				

Upon approval the Regional Engineer will sign and date here.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

Regional Engineer

Central Office (only for Projects using State and/or Federal Funds) District Engineer (Municipal, Consultant or County) Local Public Agency Clerk

CARROLL COUNTY, ILLINOIS

APPLICATION to CONDUCT RAFFLE/POKER RUN

Please circle options which apply & NA if not applicable

Organization Name: Milledgeville Village Jamboree						
Address (Street & Mail): Main St Po Box 682 Mille deville Il						
Type: BUSINESS CHARITABLE EDUCATIONAL FIRE (R) FRATERNAL						
LABOR LAW (R) NFP FUND RAISE(R) RELIGIOUS VETERANS						
Organization in continual existence for 5 years, carrying out their objects, immediately prior to application? (YES) NO If no, is there State/National Affiliation YES NO						
Presiding Officer Name: Sara Janssen						
Address (Street & Mail): 413 EOLD Mill Pokoy 696 Milledgeville						
Birth Date: 61667 Phone: 818 590 5870 Email: janssen 92 @ mchsi. com						
Manager Name (Bona fide director, officer, employee or sponsoring organization member):						
SAME AS Above						
Address (Street & Mail):						
Birth Date: Phone: Email:						
<u>Raffle</u> Fidelity Bond: \$ (Total Aggregate Retail Value of prizes, <u>notice received</u>) or						
Waiver Provision (Organization's majority affirmative vote, copy attached)						
Aggregate Retail Value of all prizes/merchandise in a single raffle (Max \$100,000):						
Maximum Retail Value of each prize awarded (Max \$100,000):5000+?						
Maximum Price which may be charged for each raffle chance issued/sold (Max \$100):						
Number of days chances may be issued/sold (Max 365):40						
Application for: RAFFLE POKER RUN Number of:						
Date(s) of Raffle chances sold/issued or Poker Run(s) conducted: MAY - June 9th						
Date(s), Time(s) and Key Location(s) determining winning chances or prizes awarded:						

CARROLL COUNTY, ILLINOIS

APPLICATION to CONDUCT RAFFLE/POKER RUN

Please circle options which apply & NA if not applicable

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

SWORN STATEMENT

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

Organization Presiding Officer:						
Organization Secretary:	a	my Strelow				
	##	****				
COUNTY CLERK ACTION -	Application, B	ond/Waiver Documents, Fee Received				
Fee Paid: \$25 Raffle	or Poker Ru	auch Date: 4/26/24				
Received by Clerk.	the st	$(UICh)$ Date: $H \partial (Q \partial T)$				
lf License Denied – written n	If License Denied – written notice sent & fee returned Date:					
Licensee gross receipts, expenses & net proceeds & distribution of net proceeds received:						
Received by Clerk: Date:						
COUNTY BOARD ACTION – 5yr Organizational requirement waived: YES NO						
Raffle Fidelity Bond:	GIVEN	WAIVED – Provision attached				
License:	APPROVED	DENIED				
County Board Chair:		Date:				



Milledgeville Jamboree PO Box 682, MILLEDGEVILLE, IL 61051

SARA JANSSEN, PRESIDENT/TREASURER-815-590-5870 Non-for-Profit Organization EIN: 02-0675168

Tuesday, April 23, 2024

To Whom It May Concern,

Let it be known, following this evening's meeting, that as the Jamboree Committee we have unanimously decided to waive the manager's bond for this year's 50/50 Raffle that will be held through out our annual event.

The Jamboree Committee

Sara Janssen Amy Strehlow Bryan Trotter Chris Coy Cathy Christen



Dear Community Leaders:

For over 37 years, May has been proclaimed as Motorcycle Awareness Month in the State of Illinois.

A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Towards Education) is once again striving to provide a safe, unrestricted motorcycling environment in the State of Illinois, community by community. To enhance and promote motorcycle safety, education, and awareness, MOTORCYLE SAFETY AND AWARENESS MONTH PROCLAMATIONS are being presented to the leaders of all the communities.

Therefore, A.B.A.T.E. of Illinois respectfully requests the acceptance of the enclosed proclamation. With the presentation and execution of the Motorcycle Safety and Awareness Proclamations, it is A.B.A.T.E.'s genuine desire that many incidents can be prevented from occurring on Illinois roadways, by creating awareness of sharing the roadways safely. Motorcycle Safety and Awareness Proclamations promote a positive attitude for all road users, regardless of the chosen mode of transportation.

On behalf of motorcyclists throughout the great State of Illinois, A.B.A.T.E. of Illinois remains dedicated to safety and awareness on the roadways, not only in the month of May, but throughout the year.

Upon receipt of this letter, please join A.B.A.T.E. in proclaiming May as Motorcycle Awareness Month in the community. If it is easier to make changes to the Proclamation to put your City, Village, County seal on the Proclamation, please do so. Then if you would please email <u>Cleaver1957@gmail.com</u> or mail a signed copy back to me using the SASE I have enclosed.

Thank you for your support and assistance with this.

Sincerely,

Dennis Yeager & Dan Williams Public Relations Co-Reps. ABATE of Illinois Freeport Chapter P.O. Box 205 Freeport, IL 61032

For questions, please feel free to contact: Dennis @ 815-238-6262 or Dan @ 815-721-5439

The County of Carroll, Illinois

Proclamation of the Chairman

Whereas safety is the highest priority for the highways and streets of our Village and State; and

Whereas the great State of Illinois is proud to be a national leader in motorcycle safety, education, and awareness; and

Whereas motorcycles are a primary, common, and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

Whereas it is especially meaningful that the citizens of our Village and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

Whereas, the members of A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Towards Education), continually promote motorcycle safety, education, and awareness in high school drivers' education programs and to the public in our Village and State, presenting motorcycle awareness programs to over 120,000 participants in Illinois over the past seven years; and

Whereas, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness, and respect of the citizen of our Village and State; and

Whereas the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations; and

Whereas, during the month of May, all roadway users should unite in the safe sharing of roadways within the County of Carroll and throughout the great State of Illinois;

Therefore, I ______ President of the County of <u>Carroll</u>, in the great State of Illinois, in recognition of 37 years of A.B.A.T.E. of Illinois, Inc. and over 352,318 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education, and awareness.

DO HEREBY PROCLAIM THE MONTH OF MAY, THIS YEAR 2024 AS MOTORCYCLE AWARENESS MONTH

In the County of <u>Carroll</u> and urge all motorists to join in an effort to improve safety and awareness on our roadways.

IN WITNESS THEREOF, I have here unto set my hand and caused the Great Seal of the County of <u>Carroll</u>, to be affixed this _____ day of ______, in the year Two Thousand Twenty-Four.

Signed_____



SHORT PLAN FOR THE CITY OF ROCK FALLS ADDITION OF TERRITORY TO THE WHITESIDE CARROLL ENTERPRISE ZONE (2018)

Proposed project is a Travel Center to be constructed at an estimated cost of \$18 million, with 55 full time jobs being created. The project will be located at 2801 Hoover Road, Rock Falls, IL 61071. The project is at the junction of Illinois State Route 40 and Interstate 88.

With there being no travel centers capable of serving high volume trucks, buses, and cars within a 50-mile radius of the proposed site, this project will be of great benefit to the local economy, travelers, traffic flow, and local businesses. The Travel Center will provide fueling services for motorized vehicles, EV charging stations, a restaurant, convenience store, short-term overnight parking for long haul truckers, and act as a catalyst for further commercial development in Rock Falls. The Walmart Distribution Center three miles to the West handles over 250 trucks/day, but due to tight schedules for delivery and pickups, trucks need a convenient location to park while waiting for assigned time slots at the distribution center, refuel and recharge. This project will create much needed sales tax for the City of Rock Falls, and Whiteside County. The project will be hooked to the municipal water and sewer systems.

The project will not proceed without Enterprise Zone Incentives.

APPLICANT CERTIFICATE WHITESIDE CARROLL ENTERPREIS EZONE (2018) (COUNTY OF CARROLL CERTIFICATION)

To the best of my knowledge and belief, data and other information in this application are true and correct, and this document has been authorized by the governing body of the applicant.

CERTIFYING REPRESENTATIVE:

Carroll County Designating Unit of Government

Joseph Payette

Date

<u>County Board Chair</u> Title

CERTIFICATE TO WHITESIDE CARROLL (2018) ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

THIS IS TO BE ATTACHED TO AND CERTIFY THAT THE INTERGOVERNMENTAL AGREEMENT HAS BEEN AMENDED TO SHOW THE ADDITION OF TERRITORY IN WHITESIDE COUNTY, IL

COUNTY OF CARROLL

BY:_____ Joseph Payette, County Board Chairman

DATE:_____

WHITESIDE CARROLL ENTERPRISE ZONE (2018) LEGAL DESCRIPTION

Part of Sections 8, 9, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 32, 33, 34, 35, and 36 in Township 21 North, Range 7 East of the Fourth Principal Meridian, and part of Sections 24 and 25, Township 21 North, Range 6 East of the Fourth Principal Meridian and part of Sections 3, 4, 9 and 10 in Township 20 North, Range 7 East of the Fourth Principal Meridian, in Whiteside County, Illinois more specifically described as follows: Commencing at the center of Section 9, Township 21 North, Range 7 East of the Fourth Principal Meridian, said point being the intersection of the centerline of Illinois Route 88 with the centerline of Science Ridge Road; thence extending Southerly along the centerline of Illinois Route 88 to the Point of Beginning at 1193.7 feet North of the South line of said Section 9; thence Easterly parallel with said South line of Section 9 to the East line of the Southwest Quarter of the Southeast Quarter of said Section 9; thence South along said East line of the Southwest Quarter of the Southeast Quarter of Section 9 to the South line of Section 9; thence Westerly along said South line of Section 9 to a point 800 feet Easterly of the centerline of Illinois Route 88; thence Southerly parallel with said centerline of Route 88 to the centerline of Lynn Blvd.; thence Westerly along said centerline of Lynn Blvd. to the centerline of First Avenue in the City of Sterling extended; thence Southerly along said centerline of First Avenue extended to a point 1163 feet North of the Northerly right of way line of Miller Road, thence Easterly along the North line of Lot 3 of Johannes Reins Subdivision Number 3, 316.38 feet to the Northeast corner of said Lot 3; thence South along the East line of said Lot 3 to the Southeast corner of said Lot 3; then West along the South line of said Lot 3 to the Northeast corner of Lot 4 in said Johannes Reins Subdivision Number 3; thence South along the East line of lot 4, 148 feet to the Southeast corner of lot 5, thence West along the South line of lot 5, 175 feet to the centerline of First Avenue, thence South along the centerline of First Avenue to the centerline of Miller Road; thence Westerly along the centerline of Miller Road to a point 400 feet West of the centerline of said III. Route 88; thence Northerly parallel with the centerline of Route 88 to the centerline of St. Mary's Road (23rd Street); thence Westerly along the centerline of St. Mary's Road to the centerline of Griswold Ave,; thence Southerly along the centerline of Griswold Ave. 230 feet; thence East along the South line of property bearing PIN Number 11-17-402-001 to the Southeast corner thereof; thence North along the East line of said property to the centerline of W 23rd Street; thence East along said centerline approximately 262 feet to the Northerly extension of the West line of Unit 5-A of Oak Grove Villas Phase 1; thence South along said West line and its Northerly extension to the Southwest corner of said Unit 5-A; thence East along the South lines of Units 5-A, 5-B, 5-C, 5-D and 5-E to the Southeast corner of Unit 5-E of Oak Grove Villas; thence South 20 feet along the West line of Unit 4-A of said Oak Grove Villas to the Southeast corner thereof: thence East 80.58 feet to the Northwest corner of lot 102 of Sterling Terrace; thence South 407.33 feet along the west line of said Sterling Terrace and its Southerly extension to the Southwest corner of Durham Avenue; thence East 105.33 feet to the East line of Oak Grove Road; thence South approximately 111 feet to the Northeast corner of Strawberry Fields Condominiums; thence West along the North line of said Strawberry Fields Condominiums and its Westerly extension to the centerline of Griswold Avenue; thence South along the centerline of Griswold Avenue to the centerline of LeFevre Road; thence West on the centerline of LeFevre Road approximately 2,115 feet to the Northerly extension of the East line of Meadowlands Business Park; thence South to the South right-of-way of LeFevre Road; thence South 1,460.97 feet to the Southwest corner of Sterling Park District property; thence East 1,461 feet to the Southeast corner of said park district property; thence South 836.82 feet along the East line of lot 8 of Meadowland Business Park to the Southeast corner thereof; thence Westerly, Northerly and Westerly along the South boundary of said lot 8 to the Southwest corner thereof; thence South 470.81 feet along the East ling of Lot 7 of said Meadowland Business Park to the Southeast corner thereof; thence South along the East line of lot M-4 of Martin Estates 839.15 feet to the Southwest corner of lot 5 of Cassens Addition; thence East along the South line of lot 5, across Maple Lane, and along the South line of lot 4 of said Cassens Addition to the Southeast corner thereof; thence North 27.56 feet along the East line of said lot 4; thence East 153.57 feet to the West line of Lot 7 of Pitney's Re-subdivision of lot M-1; thence South to the Southwest corner of said lot 7 of Pitney's Re-subdivision; thence East along the South line of said lot 7 to the centerline of Dillion Avenue; thence South along said centerline to the Northwesterly extension of the South line of lot 17 of West Sterling; thence Southeasterly approximately 92 feet along said South line of lot 7 to the Northeast corner of a part of Lot 3 of the West half of the Southeast Quarter of Section 20, Township 21 North, Range 7 East; thence South along the East line of said part of lot 3, 25 feet; thence Southeasterly along the middle part of said lot 3 (Pin No. 11-20-406-019) and its Easterly extension to the centerline of Griswold Avenue; thence Southerly along the centerline of Griswold Avenue to the Westerly extension of the North line of lot 19 of West Sterling; thence East along the North line of lot 19 to the centerline of an alley; thence South and East along said alley centerline to the centerline of Woodburn Avenue; thence North along the centerline of Woodburn Avenue to the centerline of West Fifth Street; thence East along the centerline of West Fifth Street to the centerline of Avenue L; thence South along the centerline of Avenue L to an alley running East through the center of Block 66 of Wallace and Galt Addition; thence East along the alley through Blocks 66 and 59, and the North lines of the most Southerly lots in Blocks 56 and 45, and the centerlines of alleys running East through Block 46 of said Wallace and Galt Addition, the alley running East through Blocks 11, 12, 13 and 14 of Wallaces Addition to the centerline of Avenue C; thence North along the centerline of Avenue C to the centerline of West Fifth Street; thence East along the centerline of West Fifth Street to the centerline of Avenue B; thence Northerly along the centerline of Ave. B to the centerline of 6th Street; thence Easterly along the centerline of 6th Street to the centerline of Locust Avenue (III. Rte. 88); thence Northerly along the centerline of Locust Ave. to a point 200 feet North of the North line of East 6th Street; thence Easterly parallel with said North line of East 6th Street to the centerline of First Avenue; thence Southerly along the centerline of First Avenue to the centerline of East 6th Street; thence Easterly along the centerline of East 6th Street to the centerline of Second Avenue; thence Northerly along the centerline of Second Ave. to a point 100 feet North of the North line of East 6th Street; thence Easterly parallel with said North line of East 6th Street to the centerline of the North-South Alley between 2nd and 3rd Avenues; thence Southerly along the centerline of said North-South Alley to the centerline of East 6th St.; thence Easterly along the centerline of East 6th St. to the centerline of the North-South Alley between 3rd and 4th Avenues; thence Southerly along the centerline of said North-South Alley to the centerline of East 5th Street; thence Easterly along the centerline of East 5th Street to the centerline of 4th Ave.; thence Southerly along the centerline of 4th Ave. to the centerline of East Fourth Street; thence East along the centerline of East Fourth Street to East Lincolnway; thence Northeasterly along East Lincolnway to the West line extended South of Lot 1 of Northland Mall Subdivision; thence clockwise around the perimeter of said Lot 1 of Northland Mall Subdivision to East Lincolnway: thence Southeast to the centerline of said East Lincolnway: thence Northeasterly along said East Lincolnway to the centerline of East Lynn Boulevard: thence Northwesterly along the centerline of East Lynn Boulevard to the Southerly Extension of the Westerly line of lot 1 of the Continental 232 Fund LLC Subdivision: thence Northerly. Westerly and Northerly along the West boundary of said lot 1 to the Northwest corner thereof; thence East along the North line of said lot 1 and also lot 2 of the Continental 232 Fund LLC Subdivision 796.07 feet to the Southwest corner of a parcel of land in the East half of the West half of the Northeast Quarter of Section 14 in Township 21 North, Range 7 East having a PIN number of 11-14-201-002; thence North along the West line of said parcel 11-14-201-002 to the Northwest corner thereof; thence East along the North line of the Northeast Quarter of Section 14 to the Northeast corner thereof; thence North along the West line of the Southwest Quarter of Section 12, Township 21 North, Range 7 East to the Northwest corner of lot 1 of Sterling Commons Shopping Center; thence East along the North line of Sterling Commons Shopping Center to the Northeast corner of lot 6 of said Sterling Commons Shopping Center; thence Westerly along said centerline to the centerline of said 35th Avenue; thence Southerly along said centerline of 35th Avenue to the centerline of East 23rd Street: thence West along said centerline of East 23rd Street to the East line of lot 2 of the West half of the Southeast Quarter of Section 14, Township 21 North, Range 7 East; thence South along said East line of lot 2 to the North line of lot 1 of Applewood Subdivision; thence West along said North line of lot 1 to the Northwest corner thereof; thence South along said West line of lot 1 of Applewood Subdivision to the Northeast corner of lot 2 of Tori Pines Subdivision; thence West along the North lines of lots 2, 3, 4, 5 and 6 to the East line of a 25' wide strip of land which ties into the Northwest corner of said Lot 6 of Tori Pines Subdivision; thence North along said East line of the 25 foot wide strip to the Easterly extension of the North line of parcel 11-14-376-007, also being the most Southerly parcel divided from lot 2 of the Southwest Quarter of Section 14, Township 21 North, Range 7 East; thence South along said part of lot 2 to the Southeast corner thereof; thence West along the South line of said part of lot 2 to the Southwest corner thereof; thence South along the East line of parcel 11-14-377-004, also being a part of lot 3 of the Southwest Quarter of Section 14, Township 21 North, Range 7 East; thence South along said East line of parcel 11-14-377-004 to the Southeast corner thereof; thence West along the South line of parcel 11-14-377-004 and the South line of parcel 11-14-377-003, also being a part of Lot 3 of the Southwest Quarter, to the Southwest corner thereof; thence North along the West line of said parcel 11-14-377-003 to the South Right-of-Way line of East Lincolnway; thence Southwesterly along said South Right-of-Way line to the centerline of Woodlawn Road; thence Easterly along said centerline to the Northerly extension of the East line of Parcel 11-23-103-009, also being a part of lot 2 of the West half of the Northwest Quarter of Section 23, Township 21 North, Range 7 East; thence South 360 feet along said East line and its Northerly extension of parcel 11-23-103-009 and the East line of parcel 11-23-103-008 to the Southeast corner thereof; thence West 39.88 feet to the Northeast corner of parcel 11-23-103-010; thence South 261.46 feet along the East line of said parcel 11-23-103-010 to the Southeast corner thereof; thence Northerly and Westerly along the South line of said parcel 11-23-103-010 to the Southwest corner thereof; thence Southwesterly along the Westerly Right-of-Way line of Asbury Avenue to the Northerly Right-of-Way line of East 13th Street; thence Northwesterly along said Right-of-Way line to the Easterly Right-of-Way line of East Lincolnway; thence Southwesterly along said East Lincolnway, also being IL Route 2, to the centerline of East 4th Street, thence Southwesterly along said centerline to the centerline of the street connecting East 4th Street to East 3rd Street; thence Southwesterly along the Centerline of East 3rd Street to the centerline of 5th Avenue; thence Southerly along the centerline of 5th Avenue to the centerline of East 2nd Street; thence Westerly along the centerline of East 2nd Street to the centerline of the North-South Alley between 4th and 5th Avenues; thence Southerly along the centerline of said North-South Alley to the Rock River; thence extending across Rock River along the line of the centerline of said North-South Alley extended to the centerline of East 2nd Street in the City of Rock Falls; thence Westerly along the centerline of East 2nd Street in Rock Falls to the centerline of Wood Avenue: thence Southerly along the centerline of Wood Avenue to the centerline of East 3rd Street; thence Westerly along the centerline of East 3rd Street, 185 feet; thence Southerly perpendicular to the centerline of East 3rd Street to the centerline of Dixon Avenue; thence Easterly along the centerline of Dixon Avenue to the centerline of Allen Street; thence Southerly along the centerline of Allen Street to the centerline of East 5th Street; thence Westerly along the centerline of East 5th Street to a point 200 feet East of the centerline of First Avenue (III. Rte. 88); thence Southerly parallel with the centerline of First Avenue to the centerline of U.S. Route 30; thence Easterly along the centerline of U.S. Route 30 to the North-South Quarter Section line of Section 34, Township 21 North, Range 7 East of the Fourth Principal Meridian; thence North along said Quarter Section line to the centerline of the Illinois and Mississippi Canal Feeder; thence Northerly along the centerline of the Illinois-Mississippi Canal Feeder to the centerline of the abandoned Burlington, Northern Railroad Track; thence Southeasterly along the centerline of said abandoned Burlington, Northern Railroad Tracks to the West line of the Northeast Quarter of the Northeast Quarter of said Section 34, Township 21 North, Range 7 East; thence North along said West line of the Quarter-Quarter Section to the Northwest corner of said Northeast Quarter of the Northeast Quarter of Section 34: thence East along the North line of said Quarter-Quarter to the Southwest corner of Section 26, Township 21 North, Range 7 East; thence North along the West line of the Southwest Quarter of said Section 26 approximately 283 feet to the Easterly Northwest corner of parcel 11-35-101-005; thence Easterly 950' Southerly 239' and Easterly 365' along the North boundary parcel 11-35-101-005 to a point 1.5 feet West of the centerline of McNeil Road; thence North along a line parallel with and 1.5 feet West from said centerline of McNeil Road to a point 1.5 feet South of Dixon Avenue; thence Northwesterly along a line parallel with and 1.5 feet South from said centerline of Dixon Avenue approximately 480 feet to the Southerly extension of the West boundary of lot 1 of Benchmark Phase III-A; thence Northerly, Southeasterly and Southwesterly around the perimeter of said lot 1 to a point 1.5' North of said centerline of Dixon Avenue; thence Southeasterly along a line parallel with and 1.5 feet North from said centerline of Dixon Avenue to a point 1.5 feet East from the centerline of McNeil Road extended North; thence South parallel with and 1.5 feet East from said centerline of McNeil Road and its Northerly extension to the Easterly extension of the South boundary of parcel 11-35-101-005; thence Westerly along said South boundary of parcel 11-35-101-005 and its Easterly extension to said centerline of the abandoned Burlington Northern Railroad track; thence Southeasterly along said centerline of the abandoned Burlington Northern Railroad track to the section line between Sections 34 and 35, Township 21 North, Range 7 East of the Fourth Principal Meridian; thence North along said section line to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 35: thence Easterly along the South line of said Northwest Quarter of the Northwest Quarter of said Section 35 to the centerline of McNeil Road; thence Southerly along the centerline of McNeil Road to a point 500 feet North of the centerline of U.S. Route 30; thence Easterly parallel with the centerline of U.S. Route 30 to the East line of Whiteside County; thence Southerly along the East line of Whiteside County to a point 500 feet South of the centerline of U.S. Route 30; thence Westerly parallel with the said centerline of U.S. Route 30 to the North-South Quarter Section line of Section 1, Township 20 North, Range 7 East of the Fourth Principal Meridian; thence Southerly along said Quarter Section line 500 feet; thence Westerly parallel with the centerline of U.S. Route 30 to the West line of the Northeast Quarter of the Northeast Quarter of Section 2, Township 20 North, Range 7 East of the Fourth Principal Meridian; thence Northerly along said West line of the Northeast Quarter of the Northeast Quarter to the centerline of U.S. Route 30; thence Westerly along the centerline of U.S. Route 30 to the centerline of McNeil Road; thence Southerly along the centerline of McNeil Road to the North right of way line of Interstate Route 88: thence Westerly along said North right of way line of Interstate Route 88 one half mile; thence Northerly parallel with the centerline of McNeil Road to a point 500 feet Southerly of and perpendicularly distant from the centerline of U.S. Route 30; thence Northwesterly parallel with the centerline of U.S. Route 30 to the centerline of the Illinois-Mississippi Canal Feeder; thence Southwesterly along the centerline of the Illinois-Mississippi Canal Feeder to a point 500 feet East of and perpendicularly distant from the centerline of III. Rte. 88; thence Southerly parallel with the centerline of III. Rte. 88 to a point 196 feet south of the North line of the Northwest Quarter of Section Three, Township 20, Range 7, East of the Fourth Principal Meridian; then Easterly parallel with the North line of the Northwest Quarter of Section Three, Township 20 North, Range 7, to the East line of said Northwest Quarter, thence South along said East line 850 feet; thence Westerly parallel with the North line of the Northwest Quarter of Section Three, Township 20 North, Range 7, 450 feet; thence Southerly parallel with the East line of said section, 1225 feet; thence Westerly parallel with the centerline of Interstate Route 88 to a point 500 feet east of the centerline of III Rte. 88, thence southerly parallel to the centerline of III Rte. 88 to a point 500 feet North of the main entrance road to the terminal building of the Whiteside County Airport; thence Easterly parallel with the centerline of said entrance road, 1100 feet; thence Southerly parallel with the centerline of Route 88, 1000 feet; thence Westerly parallel with the centerline of said entrance road to a point 500 feet West of the centerline of III. Rte. 88; thence Northerly parallel with said centerline of III. Rte. 88 to a point which is 145 feet perpendicularly North of the South line of Section 33, Township 21 North, Range 7 East of the Fourth Principal Meridian; thence Westerly, parallel with the said South line of Section 33 and 145 feet perpendicularly North, to a point which is 3 rods East of the West line of the Southeast Quarter of Section 33; thence North, parallel with the said West line, 446.2 feet; thence Easterly, at an angle of 90 degrees 39 minutes 30 seconds measured counterclockwise from the last described course, 300 feet; thence Northerly, at an angle of 90 degrees 39 minutes 30 seconds measured clockwise from the last described course, 1050 feet to the South line of "Sunnyside Subdivision" in the City of Rock Falls; thence Easterly, along the said South line, to the centerline of Fourth Avenue; thence Southerly, along the said centerline, to the centerline of 21st Street in the City of Rock Falls; thence Easterly along the centerline of 21st Street to the centerline of Lindy Ave.; thence Northerly along the centerline of Lindy Ave. to a point 200 feet South of and perpendicularly distant from the South line of U.S. Route 30; thence Northwesterly parallel with said South line of U.S. Route 30 to the centerline of Prophetstown Road; thence Northeasterly along the said centerline of Prophetstown Road to the centerline of U.S. Route 30; thence Westerly along the centerline of U.S. Route 30 to the centerline of Regan Road; thence Northerly along the centerline of Regan Road, to the Easterly extension of the South line of Parcel 11-30-326-004, also being a part of Lot 2 of the Southwest Quarter of Section 30, Township 21 North, Range 7 East; thence West along the South line of said Parcel 11-30-326-004 to the East bank of the Rock River; thence Northerly along said East bank to the North line of Parcel 11-30-326-002, also being a part of Lot 2 of the Southwest Quarter of said Section 30; thence East along the North line of said Parcel 11-30-326-002 to the West line of the Northeast Quarter of the Southeast Quarter of said Section 30; thence North, East and South along the perimeter of said Northeast Quarter of the Southeast Quarter to the Southeast corner thereof: thence Easterly parallel with the South section lines of Sections 29 and 30, Township 21 North, Range 7 East of the 4th Principal Meridian to the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 29; thence South along the East line of said Southwest Quarter of the Southeast Quarter of said Section 29 to the centerline of Prophetstown Road; thence Easterly down the centerline of Prophetstown Road to the Northwest corner of Hampton Subdivision, thence Southerly to a point 200 feet North of and perpendicular distant from the North line of U.S. Route 30; thence Southeasterly parallel with the North line of U.S. Route 30, to a point 400 feet West of the centerline of 12th Avenue; thence Northerly, parallel with said centerline of 12th Avenue to the South line of Prophetstown Road (6th Street); thence Easterly, along said South line of 6th Street to a point 300 feet East of said centerline of 12th Avenue; thence Southerly, parallel with said centerline of 12th Avenue to a point 200 feet North of the North line of U.S. Rte. 30; thence Southeasterly parallel with the North line of Rte. 30 to the centerline of 11th Avenue; thence Southerly along the centerline of 11th Ave. to the North line of U.S. Route 30; thence Southeasterly along the North line of U.S. Route 30 to the centerline of 7th Avenue; thence Northerly along the centerline of 7th Avenue to a point 200 feet perpendicular distant from the North line of U.S. Route 30; thence Southeasterly parallel with the North line of U.S. Route 30 to the centerline of Lindy Avenue; thence Easterly, parallel with the centerline of West 16th Street to a point 200 feet West of the centerline of Illinois Rte.88; thence Northerly parallel with the centerline of Illinois Rte. 88 to the centerline of 12th Street; thence Westerly along the centerline of 12th Street, 200 feet; thence North parallel with the centerline of Illinois Rte. 88 to the centerline of 7th Street: thence Northeasterly along said centerline of 7th Street to a point 250 feet West of the centerline of said Illinois Rte. 88; thence Northerly, parallel with said centerline of Illinois Rte. 88 to a point 150 feet Northeast of and perpendicularly distant from the centerline of Second Avenue; thence Northwesterly parallel with the centerline of 2nd Ave. to a point 200 feet Southeasterly of the South line of 2nd Street; thence Southwesterly parallel with the South line of 2nd Street to the centerline of 5th Ave.; thence Northwesterly along the centerline of 5th Ave. to the centerline of 2nd St.; thence Southwesterly along the centerline of 2nd Street to the centerline of 8th Ave.; thence Northerly along the centerline of 8th Ave. to the center of the South channel of the Rock River; thence Northeasterly along the center of the South channel to the centerline of the North channel of Rock River: thence Westerly and Southerly along the centerline of the North channel of the Rock River to the Easterly extension of the North line of Lot 7 of the Como Purchase in the South Half of Section 25, Township 21 North, Range 6 East; thence Westerly along said North line and its Easterly extension approximately 2,350 feet to the Northwest corner of Parcel 10-25-400-011; thence South along the West line of said parcel 10-25-400-011 to the South line of Lot 8 of said Como Purchase; thence along said South line of Lot 8 and its Easterly extension to a small channel of the Rock River; thence Southerly along said small channel to the centerline of U.S. Route 30; thence Westerly along the centerline of U.S. Route 30 to the Southwest corner of Section 25, Township 21 North, Range 6 East of the Fourth Principal Meridian; thence North along the West line of said Section 25 approximately 2.455 feet to the Southeast corner of a 50 foot wide Right-of-Way for a railroad spur track: thence West 50 feet to the Southwest corner of said railroad spur Right-of-Way; thence North 156.76 feet along the West line of said railroad spur to the South line of parcel 10-26-200-005, also known as 13509 Galt Road; thence West and North around the perimeter of said parcel 10-26-200-005 to the Northwest corner thereof; thence West approximately 310 feet to the centerline of Elkhorn Creek; thence Southerly along said centerline of Elkhorn Creek to the centerline of West Rock Falls Road; thence West along said centerline of West Rock Falls Road to the centerline of Lincoln Road; thence Southwesterly along the centerline of Moline Road to the Easterly extension of the South line of parcel 10-34-200-005, also known as 23940 Moline Road; thence West, North and East around the perimeter of said Parcel 10-34-200-005 to a point 3 feet Northwesterly of said centerline of Moline Road; thence Northeasterly along a line parallel with and 3 feet normally distant Northwesterly from said centerline of Moline Road to said centerline of Lincoln Road; thence Northwesterly along said centerline of Lincoln Road to the East line of the Southeast Quarter of Section 27. T21N. R6E; thence South along said East line of the Southeast Quarter to the Southeast corner of said Section 27: thence West to the South Quarter corner of said Section 27: thence North to the center of said Section 27; thence East along the North line of said Southeast Quarter of Section 27 to the Northwest corner of parcel 10-27-400-003, also known as 23285 Mathew Road; thence South along the West line of said parcel 10-27-400-003 290.06 feet to the Southwest corner thereof; thence East along the South line and its Easterly extension of Parcel 10-27-400-003 to said centerline of Lincoln Road; thence Northwesterly along said centerline of Lincoln Road to the North line of said Section 27, thence East along said North line of Section 27 and the North line of Section 26, Township 21 North, Range 6 East to said West Right-of-Way line of the 50 foot wide railroad spur Right-of-Way: thence North along said West Right-of-Way line to the centerline of Harvey Road; thence East along said centerline of Harvey Road to the East Right-of-Way line of said railroad spur Right-of-Way; thence South along said East Right-of-Way line to the Northwest corner of Section 25, Township 21 North, Range 6 East; thence East along the North line of the Northwest Quarter of said Section 25 to the centerline of Illinois Route 2; thence Northeasterly along said centerline of Route 2 to the Northerly extension of the Westerly line of Parcel 10-24-476-001. also known as 4509 West Lincolnway; thence South along said West line to the Southwest corner of said Parcel 10-24-476-001; thence Easterly and Northerly along the South lines of Parcels 10-24-476-001, 10-24-476-002 and 10-24-476-020 to the Southwest corner of Lot 1 of Carl White Subdivision; thence Northeasterly along the South lines of Lot 1, Lot 2 and Lot 3 of said Carl White Subdivision to the Southeast corner of said Lot 3; thence Northeasterly along the South lines of Tracts 4, 5, 6 and the tract next to Lot 5 of Grimes Farm Subdivision; thence North to the Southwest corner of said Lot 5 of Grimes Farm Subdivision; thence Northeasterly along the South lines of Lots 5, 4, 3, 2 and 1 of said Grimes Farm Subdivision to the West line of the Southwest Quarter of Section 19, Township 21 North, Range 7 East; thence North along said West line of the Southwest Quarter of Section 19, to the centerline of Emerson Road; thence Southeasterly along said Emerson Road to the centerline of McCue Road; thence Northerly along the centerline of McCue Road to the center of Elkhorn Creek (this point is approx. 1700 feet North of the LeFevre Road intersection); thence Easterly and Northerly along the main channel of Elkhorn Creek to the most Westerly corner of Parcel 11-18-426-001, also being a part of Lot 2 of the East half of the Northeast Quarter of Section 18, Township 21 North, Range 7 East thence Southeast and East along the South line of said Parcel 11-18-426-001 to the Southwest corner of Parcel 11-17-301-001 in the Southwest Quarter of Section 17, T21N, R7E; thence East and Northeast along the South line of said parcel 11-17-301-001 to said centerline of Elkhorn Creek; thence Southerly, Easterly and Northerly along said centerline of Elkhorn Creek to the South line of the Southeast Quarter of Section 8, Township 21 North, Range 7 East; thence East along said South line of the Southeast Quarter of Section 8 and also the South line of the Southwest Quarter of Section 9, Township 21 North, Range 7 East to the Southwest corner of Parcel 11-09-300-001; thence North along the West line of said Parcel 11-09-300-001 to the Northwest corner thereof; thence East along the North line of said Parcel 11-09-300-001 to the Southwest corner of Parcel 11-09-300-007; thence North along the West line of said Parcel 11-09-300-007 and the West line of Parcel 11-09-300-012 to the South line of Parcel 11-09-300-003, also known as 3001 Locust Street and as the North 300 feet of the South 951 feet of the East 545 feet of the Southwest Quarter of said Section 9; thence West along said South line of said Parcel 11-09-300-003 to the Southwest corner thereof; thence North and East along the West and North lines of said Parcel 11-09-300-003 to the centerline of Illinois Route 88; thence North along said centerline to the Point of Beginning. The area contained in the Sterling-Rock Falls area of the Whiteside County Enterprise Zone as described above is 8.76 square miles.

THE FOLLOWING PROPERTIES shall be excluded and shall not be considered a part of this enterprise zone. Property No. 1 - Property owned by Sterling Park District known as Eberly Park located near the Northeast corner of Section 19, Township 21 North, Range 7 East of the 4th Principal Meridian, containing 0.04 square miles more or less. Property No. 2 -Property known as Douglas Park Subdivision located in Section 19, Township 21 North, Range 7 East of the 4th Principal Meridian, containing 0.04 square miles more or less. Property No. 3 - Property known as Steelton Subdivision located in Section 19, Township 21 North, Range 7 East of the Fourth Principal Meridian, containing 0.09 square miles more or less. Property No. 4 – Property owned by New Life Lutheran Church, 702 W. Lynn Boulevard, situated in the West Half of the Northwest Quarter of Section 16, Township 21 North, Range 7 East. Property No. 5 – Lots 2 through 13 McCues Subdivision in the Southeast Quarter of Section 24, Township 21 North, Range 7 East also Parcel 11-19-303-008 in said Southeast Quarter Section 24, also Parcel 11-19-303-009 in said Southeast Quarter Section 24. Property No. 6 – Lots 2 through 6 of McCues Second Subdivision and proposed Lot 7 of McCues Second Subdivision being 80 feet wide along Emerson Road by 120 feet deep and adjoining Lot 6.

Also included in the Whiteside County Enterprise Zone is a strip of land three foot in width whose centerline coincides with the centerline of U.S. Route 30, said centerline begins at the Southwest corner of Section 25, Township 21 North, Range 6 East of the Fourth Principal Meridian and extends along said U.S. Route 30 centerline Westerly and Northerly to the point of termination at the East line of the Southwest Quarter of the Southwest Quarter of Section 16, Township 21 North, Range 5 East of the Fourth Principal Meridian. Also including the following lands South of the centerline of US Route 30 in the Southeast Quarter of said Southwest Quarter of Section 16; Beginning at the intersection of the centerline of US Route 30 and the East line of the Southwest Quarter of Section 16, Township 21 North, Range 5 East; thence South on the East line of said Southwest Quarter, a distance of 340 feet, thence Northwesterly, parallel with the centerline of U.S. Route 30, a distance of 1,000 feet, thence North, parallel to the East line of the Southwest Quarter, 340 feet to the centerline of U.S. Route 30. Also including the following lands North of the centerline of US Route 30 in the East Half of the Northeast Quarter of Section 22 and the West Half of the Northwest Quarter of Section 23, in Township 21 North, Range 5 East of the Fourth Principal Meridian: Beginning at the intersection of US Route 30 with the West line of the Northwest Quarter of Section 23, Township 21 North, Range 5 East; thence Northwesterly along said centerline approximately 680 feet to the West line of Parcel 09-22-200-008; thence North along the West line of said parcel approximately 204 feet to the Northwest corner thereof; thence East along the North line of said Parcel 09-22-200-008 and also along the North line of Brackemyer Commercial Park to the centerline of Yager Road; thence Southwesterly along said centerline of Yager Road to the centerline of US Route 30; thence Northwesterly along said centerline to the Point of Beginning. ALSO included in the Whiteside County Enterprise Zone is the following described property in and around the City of Morrison. Beginning on the centerline of U.S. Route 30 at the East line of the Southwest Quarter of the Southwest Quarter of Section 16. Township 21 North, Range 5 East of the Fourth Principal Meridian at the termination point of the previously described 3 foot wide strip of land; thence running Northerly along said East line

of said Southwest Quarter of the Southwest Quarter extended to a point 800 ft. North of and perpendicularly distant from the centerline of U.S. Route 30; thence Northwesterly parallel with the centerline of U.S. Route 30 to the East line of the Southeast Quarter of Section 17. Township 21 North, Range 5 East, thence South along said East line of the Southeast Quarter to the Easterly extension of the North line of Parcel 09-17-426-006, also known as 15972 Bishop Road; thence West on said North line and its Easterly extension approximately 565 feet to the Northwest corner of Parcel 09-17-426-009, also known as 1100 East Lincolnway Road; thence Southwesterly along the West line of said Parcel 09-17-426-009 to the Centerline of US Route 30; thence Westerly along said centerline approximately 560 feet to the Southerly extension of the East line of Parcel 09-17-405-004, also being a part of Lot 2 of the Southeast Quarter of Section 17, Township 21 North, Range 5 East situated North of the Highway; thence North along said East line of Parcel 09-17-405-004 to a point 800 feet normally distant from the centerline of US Route 30: thence Northwesterly parallel with said centerline of US Route 30 to the East line of Harvey's Subdivision No. 2 located in the South One Half of Section 17, Township 21 North, Range 5 East of the 4th Principal Meridian in the City of Morrison; thence Southerly along said East subdivision line to the centerline of U.S. Route 30; thence Northwesterly along the centerline of U.S. Route 30, 700 feet; thence Northeasterly perpendicular to the centerline of U.S. Route 30, 150 feet; thence Northwesterly parallel with the centerline of U.S. Route 30 to the East line of Parcel 09-17-326-005, also known as 614 East Lincolnway and being a part of the East Half of Lot 5 in the Southwest Quarter of Section 17, Township 21 North, Range 5 East; thence North along said East line of Parcel 09-17-326-005 to the North line of the Southwest Quarter of said Section 17; thence West along said Quarter Section line to a point 1.5 feet East of the centerline of Jackson Street; thence Northeasterly along a line parallel with and 1.5 feet East from said centerline of Jackson Street approximately 2000 feet to the West line extended North of Parcel 09-17-176-004, also known as 708 Melody Court; thence South along said West line and its Southerly extension to a point 330 feet South of the Southwest corner of said Parcel 09-17-176-004; thence East along a line parallel with the South line of said Parcel 09-17-176-004 to the Northwest corner of Parcel 09-17-176-008, also known as 403 Scenic Street: thence South 600 feet along the West line of said Parcel 09-17-176-008 to the Southwest corner thereof; thence East 184.12 feet to the Southeast corner of said Parcel 09-17-176-008; thence North 140 feet along the East line of said Parcel; thence West 80.37 feet along said East line; thence North 460 feet to the Northeast corner of said Parcel 09-17-176-008; thence West to a point 330 feet South of the Southeast Corner of Parcel 09-17-176-004 (708 Melody Court); thence North 660 feet to the Northeast Corner of said Parcel 09-17-176-004; thence West 600 feet along the North line of said parcel; thence North along a line parallel with and 60 feet East from the West line of said Parcel 09-17-176-004 and its Northerly extension to a point 1.5 feet Northwesterly of the centerline of Jackson Street; thence Southwesterly along a line parallel with and 1.5 feet Northwesterly from said centerline of Jackson Street to the centerline of Knox Street; thence Westerly along the centerline of Knox Street to a point 1.5 Feet East of the centerline of Oakland Avenue; thence Northerly, parallel with the centerline of Oakland Avenue, 330 feet; thence Easterly, perpendicular to said centerline of Oakland Avenue, 150 feet; thence Southerly parallel with the centerline of Oakland Ave. 60 feet; thence Easterly, perpendicular to the centerline of Oakland Avenue, 150 feet; thence Northerly parallel with the centerline of Oakland Avenue, 200 feet; thence Westerly, perpendicular to Oakland Avenue to a point 1.5 Feet West of the centerline of Oakland Avenue; thence Southerly parallel with the centerline of Oakland Avenue to the centerline of Knox Street; thence Westerly, along the centerline of Knox Street to the centerline of Orange Street; thence Southerly along the centerline of Orange Street to a point 1.5 Feet Northeasterly of the centerline of U.S. Route 30 (Lincolnway); thence

Westerly parallel with the centerline of U.S. Route 30 to a point 1.5 feet West of the centerline of Heaton Street; thence Southerly parallel with the centerline of Heaton Street to the centerline of Chicago and Northwestern Railroad Tracks: thence Westerly along said Chicago and Northwestern Railroad Tracks to the West line of Section 18, Township 21 North, Range 5 East of the 4th Principal Meridian; thence Northeasterly perpendicular to the centerline of said Chicago and Northwestern Railroad to the centerline of U.S. Route 30; thence Northwesterly along the centerline of U.S. Route 30, 160 feet; thence Northeasterly perpendicular to the centerline of U.S. Route 30, 340 feet; thence Northerly parallel with the said West line of said Section 18 to the North line of said Section 18; thence Westerly along the North line of said Section 18 to the Northwest corner of Section 18; thence Northerly along the West line of Section 7, Township 21 North, Range 5 East of the 4th Principal Meridian to the center of Rock Creek; thence Southwesterly along the centerline of Rock Creek to a point 1.5 feet Northeast of the centerline of U.S. Route 30: thence Northwesterly along a line parallel with and 1.5 feet Northeasterly from said centerline of U.S. Route 30 to the East line of Lot 13 in the Northwest Quarter of Section 12 (per plat book 3, page 17 in the Whiteside County Recorder's Office); thence North along said East line of Lot 13 to the North Right-of-Way line of U.S. Route 30; thence continuing North 1096.05 feet; thence West 826.38 feet; thence South 591.50 feet to a point on said North Right-of-Way line; thence South to a point 1.5 feet Southwesterly of the centerline of said U.S. Route 30; thence Southeasterly along a line parallel with and 1.5 feet Southwesterly from said centerline of US Route 30 to the centerline of Rock Creek; thence Southwesterly along said centerline of Rock Creek to the centerline of the Chicago and Northwestern Railroad; thence Southeasterly along the centerline of the Chicago and Northwestern Railroad to the Westerly City Limits of the City of Morrison; thence Southerly along said Westerly City Limits of Morrison to the centerline of Morris Street; thence Easterly along the centerline of Morris Street to the centerline of Heaton Street: thence Northerly along the centerline of Heaton St. to the centerline of Wall Street; thence Easterly along the centerline of Wall Street to the centerline of Grape Street: thence Northerly along the centerline of Grape Street to the centerline of the Chicago and Northwestern Railroad; thence Westerly along the centerline of the Chicago and Northwestern Railroad to a point 1.5 feet East of the centerline of Heaton Street; thence Northerly parallel with the centerline of Heaton Street to a point 1.5 feet Southerly of the centerline of U.S. Route 30 (Lincolnway); thence Easterly parallel with the centerline of U.S. Route 30 to the centerline of Orange Street; thence Southerly along the centerline of Orange Street to the centerline of Wall Street; thence Easterly along the centerline of Wall Street to a point 1.5 feet Northwesterly of South Clinton Street; thence Southerly along a line parallel with and 1.5 feet westerly from said centerline of South Clinton Street to a point 1.5 feet Westerly of the Centerline of Illinois Route 78; thence Southerly along a line parallel with and 1.5 feet West of said centerline of Illinois Route 78 to the Easterly extension of the North line of Lot 2 of Meadowbrook Subdivision; thence West to the Northwest corner of said Lot 2: thence South along the West line of Lot 2 and the West line of Lot 1 of Meadowbrook Subdivision to the Southwest corner of said Lot 1; thence East along the South line of said Lot 1 and its Easterly extension to a point 1.5 feet East of said centerline of Illinois Route 78; thence North along a line parallel with and 1.5 feet East from said centerline to a point 1.5 feet South of the centerline of French Creek Road; thence East along a line parallel with and 1.5 feet South from said centerline of French Creek Road; thence East along a line parallel with and 1.5 feet South from said centerline of French Creek Road to a point 871.22 feet East of the West lien of the Northeast Quarter of the Northwest Quarter of Section 20, Township 21 North, Range 5 East: thence North parallel with said West line of the Quarter-Quarter Section 500 feet; thence West parallel with the South line of said Quarter – Quarter to said West line of the Quarter – Quarter Section; thence North along said West line to the North line of the

Northwest Quarter of said Section 20; thence West along said North line to the Northeast corner of French Creek Park in the City of Morrison; thence Southwesterly along the East lien of said Park to a point 1.5 feet North of the centerline of said French Creek Road: thence West along a line parallel with and 1.5 feet North from said centerline of French Creek Road to a point 1.5 feet East of the centerline of Illinois Route 78; thence North along a line parallel with and 1.5 feet East from said centerline of Illinois Route 78 to a point 1.5 feet Southeast from the centerline of South Clinton Street; thence Northeasterly along a line parallel with and 1.5 feet Southwesterly from said centerline of South Clinton Street to the centerline of Wall Street; thence Northwest along said centerline of Wall Street 1.5 feet to the centerline of South Clinton Street; thence Northerly along the centerline of Clinton Street to the centerline of the Chicago and Northwestern Railroad; thence Easterly along the centerline of the Chicago and Northwestern Railroad, 520 feet; thence Northerly perpendicular to the centerline of the Chicago and Northwestern Railroad to the centerline of Main Street: thence Westerly along the centerline of Main Street to the centerline of Clinton Street; thence Northerly along the centerline of Clinton Street to the centerline of U.S. Route 30 (Lincolnway); thence Easterly along the centerline of U.S. Route 30 to the centerline of Jackson Street; thence Southerly along the centerline of Jackson Street to the centerline of the Chicago and Northwestern Railroad; thence Easterly along the centerline of the Chicago and Northwestern Railroad to the centerline of Sawyer Street; thence North along said centerline of Sawyer Street to the Westerly extension of Parcel 09-17-451-011, also known as 100 Sawyer Road; thence East along the South line of said parcel to the Southeast corner thereof; thence North along the East line of said Parcel 09-17-451-011 to the Northeast corner thereof; thence Southeasterly along the Easterly projection of the North line of said Parcel 09-17-451-011, also being the South line of Folkers Commercial Subdivision, to the Southeast corner of Lot 4 of said Folkers Commercial Subdivision: thence South along the West line of Parcel 09-17-476-004, also known as 15825 Lincoln Road, to the Southwest corner thereof; thence East and North along the perimeter of said Parcel 09-17-476-004 to the centerline of U.S. Route 30; thence Southeast along said centerline to the Point of Beginning. The area contained in the Morrison area of the Whiteside County Enterprise Zone as described above is 0.80 square miles.

A strip of land along U.S. Rte. 30 connecting the Fulton area with the existing Whiteside County Enterprise Zone at Morrison, more specifically described as follows: A three foot wide strip of land whose centerline if described as: Beginning at a point on the centerline of U.S. Rte. 30 192 feet Northwesterly of the East line of Section 11, Township 21 North, Range 4 East, said point being on the Westerly boundary of the existing Whiteside County Enterprise Zone; thence Northerly and Westerly along the centerline of U.S. Rte. 30 to the termination point of the centerline of said three foot wide strip at the centerline of Chase Road, Chase Road being on the North-South Quarter Section line of Section 34, Township 21 North, Range 3 East of the Fourth Principal Meridian. Also, a part of Section 4, Township 21 North, Range 3 East of the Fourth Principal Meridian and part of Sections 27, 28, 32, 33 and 34, Township 22 North, Range 3 East of the Fourth Principal Meridian described as follows: Beginning at the intersection of U.S. Rte. 30 and Chase Road as previously described; thence extending Southwesterly along the centerline of U.S. Rte. 30 to the centerline of III. Rte. 84; thence Southerly along the centerline of III. Rte. 84 to the centerline of Ward Road; thence Westerly along the centerline of Ward Road to the centerline of Dakin Road, Dakin Road being 4th St. in the City of Fulton; thence Northerly along the centerline of Dakin Road to the South line of Section 33, Township 22 North, Range 3 East of the Fourth Principal Meridian: thence West along said South line of Section 33 and 32 to the East bank of the Mississippi River; thence Northerly along the East bank of the Mississippi River to a point 750 feet North of the North line of the Northwest Quarter of said Section 33; thence East to

the centerline of 4th Street; thence North along said centerline to a point 77 feet South of the South Right-of-Way of 16th Avenue; thence West along a line parallel with and 77 feet South from said South Right-of-Way of 16th Avenue to the East boundary of the Fulton Frisbee Golf Course and Soccer Field, also being Parcel 01-28-351-001; thence Northerly along said East boundary to the South Right-of-Way line of 14th Avenue; thence West along said South Right-of-Way line to the East bank of the Mississippi River; thence North along said East bank to the North Right-of-Way line of said 14th Avenue; thence East along said North Right-of-Way to the West line of Parcel 01-28-163-001, also known as 110 11th Avenue in Fulton; thence North along said West line of Parcel 01-28-163-001 to the Northwest corner thereof; thence Northwesterly to the intersection of the South Right-of-Way of 10th Avenue extended West and the East bank of the Mississippi River; thence Northerly along said East bank to the centerline of 6th Ave. as extended Westerly to the said East bank of the Mississippi River; thence Easterly along said centerline of 6th Ave. extended, to the centerline of 4th Street; thence Southerly along the centerline of 4th St. to the centerline of 9th Ave.; thence Easterly, along said centerline of 9th Ave. to the centerline of 5th Street; thence Southerly along the centerline of 5th Street to the centerline of 13th Ave.; thence Easterly along said centerline of 13th Ave. to the centerline of 14th Street; thence Northerly along said centerline of 14th Street to the centerline of 12th Ave.: thence Easterly along said centerline of 12th Ave. to a point 150 feet East of the centerline of Suncrest Drive; thence Northerly, parallel with said centerline of Suncrest Drive, to the centerline of 10th Ave.; thence Easterly along said centerline of 10th Ave. to the centerline of 16th Street; thence Northerly along said centerline of 16th Street to a point 150 feet North of the centerline of 9th Ave.; thence Easterly, parallel with said centerline of 9th Ave. to the centerline of 17th Street; thence Northerly along said centerline of 17th Street to the centerline of 8th Ave.; thence Easterly, perpendicular to the centerline of 17th Street to the centerline of III. Rte. 84; thence Southwesterly along said centerline of III. Rte. 84 to a point 700 feet Northeasterly of the centerline of 10th Ave.; thence Southeasterly, perpendicular to the said centerline of III. Rte. 84, 200 feet; thence Southwesterly, parallel with said centerline of III. Rte. 84, 700 feet; thence Northwesterly, perpendicular to the last described course, 200 feet to the point of intersection of the centerline of III. Rte. 84 and the centerline of 10th Ave.; thence Southerly and Westerly, along said centerline of III. Rte. 84, to the South line of the subdivision known as "Manufacturer's Addition: located in Sections 27, 28, 33 and 34, Township 22 North, Range 3 East of the Fourth Principal Meridian; thence Easterly and Northerly along the South and East subdivision boundaries to the Easterly Right of Way line of III. Rte. 84; thence Northerly along said Easterly Right of Way line of III. Rte. 84 to the Southerly Right of Way line of III. Rte. 136; thence Easterly along the said Southerly Right of Way line of III. Rte. 136 to the centerline of Chase Road; thence Southerly, along the centerline of Chase Road to the centerline of U.S. Rte. 30, the point of beginning. . The area described contains 1.84 square miles, more or less.

EXCEPTION: The following described property shall not be included in the Fulton area of the Whiteside County Enterprise Zone. Beginning at the intersection of the centerline of 15th Ave. and 4th St. in the City of Fulton; thence South along the centerline of 4th Street to a point 1560 feet South of the centerline of 24th Ave.; thence East perpendicular to said centerline of 4th St., 1400 feet; thence Northerly, parallel with said centerline of 4th St., 850 feet; thence Westerly perpendicular to the last described course, 1040 feet; thence Northerly parallel with said centerline of 4th St. to the centerline of said 24th Ave.; thence Easterly along the centerline of 24th Ave. to the centerline of 6th Street; thence Northerly along said centerline of 6th Street to the centerline of 22nd Ave.; thence Easterly along said centerline of 22nd Ave., 150 feet; thence Northerly, parallel with said 6th Street, to the centerline of 20th Ave.; thence Easterly along the centerline of 20th Ave. to the centerline of Industrial Road, Industrial Road being the first street

East of 8th Street; thence Northerly along said centerline of Industrial Road, extended Northerly to the centerline of 17th Ave.; thence Northerly and Easterly to a point on the centerline of 13th Street, extended Southerly and 130 feet South of the centerline of 16th Ave.; thence Northerly along said extension of 13th Street to the centerline of 15th Ave.; thence Westerly along said centerline of 15th Ave. to the centerline of 4th Street and the place of beginning. Also, a strip of land along the centerline of III. Rte. 78 and III. Rte. 2 connecting the Prophetstown-Lyndon Area with the existing Whiteside County Enterprise Zone at Morrison, Illinois more specifically described as follows: A three foot wide strip of land whose centerline is described as: Beginning at the centerline of Illinois Route 78 at the Easterly extension of the South line of Lot 1 of Meadowbrook Subdivision in the City of Morrison said point being the boundary line of the existing Whiteside County Enterprise Zone Morrison area; thence Southerly along the centerline of said III. Rte. 78 to the intersection of III. Rte. 78 and III. Rte. 2; thence Easterly along said centerline of III. Rte. 78 and III. Rte. 2 to the point of their separation at the Westerly edge of Lyndon. Illinois: thence Northerly and Easterly along the centerline of III. Rte. 2 to the point of intersection of III. Rte. 2 and 6th Avenue West in the Village of Lyndon, said point being a point of termination of the three foot wide strip of land; Also a three foot wide strip of land whose centerline if described as: Beginning at said separation point of III. Rte. 78 and III. Rte. 2 near the Westerly edge of the Village of Lyndon and extending Southerly along the centerline of III. Rte. 78 to its termination point 2,200 feet North of the centerline of Mosher Drive, Mosher Drive being a municipal street in the City of Prophetstown. Also, an area in and around the Village of Lyndon and a part of Sections 15, 16 and 21, Township 20 North, Range 5 East of the Fourth Principal Meridian, more specifically described as follows: Beginning at the termination point of said three foot wide strip of land previously described and terminating at the centerline of III. Rte. 2 and 6th Avenue West in the Village of Lyndon; thence extending Northerly and Easterly along the centerline of said III. Rte. 2 to the centerline of 6th Avenue North in the Village of Lyndon; thence North along said centerline of 6th Avenue North to the centerline of Burlington, Northern Railroad; thence Northerly and Easterly along the centerline of Burlington, Northern Railroad to the centerline of Lyndon Road, Lyndon Road being on the section line between Section 15 and 16, Township 20 North, Range 5 East of the Fourth Principal Meridian: thence North along the centerline of said Lyndon Road, 630 feet; thence East perpendicular to said centerline of Lyndon Road to the point of intersection of the Northwest right of way line of III. Rte. 2 East of the Village of Lyndon; thence Southerly and Westerly along the North right of way line of III. Rte. 2 to the East right of way line of 6th Avenue North in the Village of Lyndon; thence South along said East line of 6th Avenue North to the South right of way line of III. Rte. 2; thence Westerly along the South line of III. Rte. 2 to the West line of said 6th Avenue North; thence South along said West right of way line of 6th Avenue North extended to the South line of 6th Avenue West; thence East and South along the South line of said 6th Avenue West to the North right of way line of 3rd Street West; thence South and West along the North right of way line of said 3rd Street West to the centerline of 7th Avenue West: thence Northwest along the centerline of said 7th Avenue West to the North right of way line of 4th Street West; thence Westerly parallel to the centerline of the section of 6th Avenue West lying between 6th Avenue North and III. Rte. 2 to the Southeast right of way line of III. Rte. 2; thence Northeast along said South right of way line of III. Rte. 2 to the centerline of said 6th Avenue West; thence West to the point of beginning. The described area contains 0.10 sq. miles, more or less. Also, any area in and around the City of Prophetstown and in Sections 32 and 33, Township 20 North, Range 5 East of the Fourth Principal Meridian and Sections 3, 4, and 5 in Township 19 North, Range 5 East of the Fourth Principal Meridian described as follows: Beginning at the termination point of the three foot wide strip of land previously described and terminating 2,200 feet North of Mosher Drive in the City of Prophetstown; thence extending Easterly perpendicular to the centerline of said III. Rte. 78 a distance of 500 feet; thence Southerly

parallel with said centerline of III. Rte. 78 to the North line of Fair Meadows Subdivision: thence Westerly and Southerly along the North and West lines of said Fair Meadows Subdivision to the East right of way line of III. Rte. 78: thence Southerly along the East right of way line of III. Rte. 78 to the South right of way line of Mosher Drive; thence Easterly along the South right of way line of Mosher Drive, 150 feet; thence Southerly parallel with the East right of way line of III. Rte. 78, 1000 feet; thence Westerly perpendicular to said East right of way line of III. Rte. 78 to the centerline of III. Rte. 78; thence Southerly and Easterly along the centerline of III. Rte. 78 and 2nd Street in the City of Prophetstown to the intersection of Washington Street, Washington Street being a continuation of III. Rte. 78; thence continuing Easterly along the centerline of said 2nd Street to the West right of way line of Market St.; thence Southerly along the West right of way line of Market St. to the South right of way line of 3rd Street; thence West along the South right of way line of 3rd Street to the center of the alley between Washington St. and Market St.; thence Southerly parallel to the West right of way line of Market St. to the South right of way line of Railroad St.; thence Southerly and Easterly along the South right of way line of Railroad St. to the South right of way line of Woodlawn Drive; thence continuing Southerly and Easterly along the South right of way line of Woodlawn Drive to the East line of Lyndon Rd.; thence North along the East line of Lyndon Rd., 120 feet; thence East perpendicular to said East line of Lyndon Rd., 700 feet: thence South parallel with said East line of Lyndon Rd., 750 feet; thence West perpendicular to said East line of Lyndon Rd. to the East line of Lyndon Rd.: thence North along said East line of Lyndon Rd. to the Southerly City limit line of the City of Prophetstown, said South City Limit line being approximately 380 feet South of the South line of Woodlawn Drive; thence Westerly perpendicular to said East line of Lyndon Road and along the Southerly City limit line 3700 feet; thence Northerly perpendicular to said Southerly City limit line to the Southerly subdivision line of Thompson's Addition to the City of Prophetstown; thence Easterly along said Southerly subdivision line to the East line of "A" Street in Thompson's Addition to the City of Prophetstown as extended; thence Northerly along said East line of "A" Street to the North Subdivision line of said Thompson's Addition; thence Westerly along said North line of Thompson's Addition extended to the East line of Washington St., Washington St. also being III. Rte. 78; thence Southerly and Westerly along said East line of Washington St. to the intersection dividing Washington St. and III. Rte. 78; thence Southerly along the East line of III. Rte. 78, 1,050 feet; thence Easterly perpendicular to said East line of III. Rte. 78, 200 feet; thence Southerly parallel to said East line of III. Rte. 78, 350 feet; thence Westerly perpendicular to the said East line of III. Rte. 78 to the East line of III. Rte. 78; thence Southerly along said East line of III. Rte. 78, 200 feet; thence Easterly perpendicular to the East line of III. Rte. 78, 400 feet; thence Southerly parallel to the said East line of III. Rte. 78, 525 feet; thence Westerly perpendicular to the East line of III. Rte. 78 to the centerline of III. Rte. 78; thence Northerly along the centerline of III. Rte. 78 to the centerline of Victoria Drive in Covell's Subdivision in the City of Prophetstown; thence Westerly along the centerline of Victoria Drive, 400 feet; thence North parallel with said centerline of III. Rte. 78, 400 feet; thence East perpendicular to said centerline of III. Rte. 78 to the centerline of III. Rte. 78; thence Northerly and Easterly along said centerline of III. Rte. 78 and Washington Street to the North line of 5th Street; thence Westerly along the North line of 5th Street to a point 3 feet East of the Northerly extension of Jackson Street; thence South to a point on the South Right-of-Way line of 5th Street that is 3 feet East of the East Right-of-Way line of Jackson Street; thence East along said South line of 5th Street to the West line of an alley between Jackson and Locust Street; thence South along the West line of the alley to the Southeast corner of Lot 10 of Ramsey Smith and Green's Addition to the Village of Prophetstown; thence West along the South line of said Lot 10 to the East Right-of-Way line of Jackson Street; thence North along said Rightof-Way and its Northerly extension to said North Right-of-Way line of 5th Street; thence West along said North line of 5th Street to the West line of Emery Street as extended North to the North

line of 5th Street; thence Northerly perpendicular to said North line of 5th Street to the centerline of Lincoln Street; thence Easterly along the centerline of Lincoln St. to the West line of Locust Street: thence Southerly along the West line of Locust St. to the South line of Railroad St.: thence Easterly along the South line of Railroad St. to the centerline of the North-South alley between Locust St. and Lafayette St.; thence Northerly along said centerline of alley to a point 165 feet North of the North line of Railroad St.; thence Easterly, parallel with the North line of Railroad Street to the East line of Lafavette St.; thence Northerly along the said East line of Lafavette St. to the South line of 2nd Street, 2nd Street also being III. Rte. 78 at this point; thence Westerly and Northerly along said South line of 2nd Street and III. Rte. 78 to the division of 2nd Street and III. Rte. 78; thence continuing along the South and West right of way line of III. Rte. 78 to the South line of Riverside Drive; thence Westerly along said South line of Riverside Drive, extended to a point 325 feet West of the West line of Henningsen's Subdivision No. 1; thence Northerly, parallel with said West line of Henningsen's Subdivision No. 1 to a point 175 feet North of the North right of way line of North Street, extended Westerly; thence Easterly, parallel with said North right of way line of North Street to the West line of Henningsen's Subdivision No. 1; thence Southerly, along said West line of Henningsen's Subdivision No. 1 to the centerline of Riverside Drive; thence Easterly, along the centerline of Riverside Drive to the West right of way line of said III. Rte. 78; thence Northerly along the West right of way line of III. Rte. 78 to a point 280 feet North of the centerline of Riverside Drive; thence Westerly perpendicular to said West right of way line of III. Rte. 78, 200 feet to the East subdivision line of Henningsen's Subdivision No. 1; thence North along said East line of Henningsen's Subdivision, 250 feet; thence Easterly perpendicular to said East line of Henningsen's Subdivision No. 1 to the West line of III. Rte. 78; thence Northerly along the West line of III. Rte. 78 to a point 350 feet North of the centerline of Mosher Drive; thence Westerly perpendicular to said West line of III. Rte. 78, 500 feet; thence Northerly parallel with said West line of III. Rte. 78, 1,000 feet; thence Easterly perpendicular to said West line of III. Rte. 78 to the West line of III. Rte. 78; thence Northerly along said West line of III. Rte. 78 to a point 2,200 feet North of the centerline of Mosher Drive; thence Easterly to the centerline of III. Rte. 78 and the point of beginning. The area in and around the City of Prophetstown as previously described contains 0.32 square miles, more or less. The combined area for the Prophetstown-Lyndon Enterprise Zone Area contains 0.42 square miles, more or less. A three foot wide connector strip beginning at the centerline Lyndon Rd to Mill Rd 3,000 feet, thence to Matznick Rd approximately 21,120 feet, thence to Fargo Rd approximately 2,640 feet thence to Tampico Rd. 2,640 feet, thence 1320 to Main Street, measuring approximately 47,756 feet more or less. Beginning 1.5 feet East from the centerline of Main Street approximately 532 feet to the Westerly extension of the South line of Lot 2 of Glassburns Addition; thence East along said South line of Lot 2 and its Westerly extension to the Southeast corner of said Lot 2; thence North along the East line of Lot 2 and along the East line of the South 60 feet of Lot 1 in said Glassburns Additions to the Northeast corner thereof; thence West along the North line of the South 60 feet of said Lot 1 to the Easterly Right-of-Way of Main Street; thence North along said Right-of-Way to the South Right-of-Way line of Third Street; thence West along said Southerly Right-of-Way line to the Westerly Right-of-Way line of Main Street; thence South along said Westerly Right-of-Way line to a point 1.5 feet North of the centerline of Second Street; thence West along a line parallel with and 1.5 feet North from said centerline of Second Street to the East Right-of-Way line of North Lincoln Street; thence South along said Right-of-Way to the Southwest corner of Lot 6 in Block 15 in the City of Tampico; thence East along the South line of Lot 6, also being the North line of an East-West alley, to the centerline of vacated North Joy Street; thence North along said centerline to a point 1.5 feet South of the centerline of Second Street; thence East along a line parallel with and 1.5 feet South from said centerline to the West Right-of-Way line of Main Street; thence South along said West Right-of-Way line to said Westerly extension of the South line of

Lot 2 in Glassburns Addition; thence East along said Westerly extension to a point 1.5 feet West of the centerline of said Main Street; thence South along a line parallel with and 1.5 feet West of said centerline to a point 1.5 feet South of the centerline of Hahnaman Road; thence East 3 feet to the West end of the 3 foot wide connector strip described above. The area of the Tampico Area of the Enterprise Zone is 9 acres (0.014 square miles).

CARROLL COUNTY PORTION

A strip of land along Illinois Route 84 connecting the Thomson area with the existing Whiteside County Enterprise Zone at Fulton more specifically described as follows: A three foot wide strip of land whose centerline is described as: Beginning at a point on the centerline of Illinois Rte. 84 at the Northerly limit of the Fulton Area Enterprise Zone, said point being approximately 1,250 feet North of the intersection of 10th Avenue, in the City of Fulton and Illinois Rt. 84; thence Northerly along the centerline of Illinois Rte. 84 to the South line of the Northeast Quarter of Section 25, Township 23 North, Range 3 East of the Fourth Principal Meridian; thence Westerly along said South Quarter Section line to the Easterly right of way of the abandoned Soo Railroad property: thence Northerly along the Easterly line of said abandoned Soo Railroad property, 600 feet; thence East parallel with the said South Quarter Section line to a point 300 feet West of the center line of said Illinois Rte. 84; thence South parallel with said center line of Illinois Rte. 84, 100 feet; thence East parallel with said South Quarter Section line of the center line of said Illinois Rte. 84; thence Northerly along said three foot wide strip on the centerline of Illinois Rte. 84 to a point 125 feet South of the South line of South Street in the Village of Thompson; thence East to the East Village limits; thence North along said Village limits 100 feet; thence West to said centerline of Illinois Rte. 84; thence Northerly along said three foot wide strip on the centerline to a point, 25 feet South of the North line of South Street; thence Easterly perpendicular to said centerline of Illinois Rte. 84 to the Easterly Village Limits of the Village of Thomson; thence Northerly along said Village Limits of the Village of Thomson, 180 feet; thence Westerly perpendicular to said Village Limits line, 200 feet; thence Northerly parallel with the center line of Illinois Rte. 84 to the center line of Locust Street: thence Easterly parallel with said center line of Locust Street, 110 feet; thence Northerly parallel with the center line of Illinois Rte. 84 to the center line of Main Street; thence Easterly along said center line of Main Street to the Easterly Village Limits of the Village of Thomson; thence Northerly along said Village Limits to the center line of Whitney Street extended Easterly; thence East to a point approximately 95 feet West of the East line of the Southeast Quarter of Section 24, Township 23 North, Range 3 East; thence North along the East line of Parcel 12-12-24-200-008 to the Northeast corner thereof on the North line of said Section 24; thence West to the East Right-of-Way line of Illinois Rte. 84; thence South along said Right-of-Way approximately 676 feet to the Northwest Corner of Parcel 12-12-24-200-010; thence East, South and West around the perimeter of said Parcel 12-12-24-200-010 to the East Right-of-Way of Illinois Rte. 84; thence South along said Right-of-Way approximately 310 feet to the Northwest corner of Bielema Subdivision; thence East, South and West along the perimeter of said Bielema Subdivision to the Southwest corner thereof; thence West to a point 1.5 feet East of the centerline of Illinois Rte. 84; thence North along a line parallel with and 1.5 feet East from said centerline to the North line of said Section 24; thence West 300 feet; thence South to a point 100 feet North of the Southwest corner of Parcel 12-12-24-200-001; thence West parallel with the centerline of One Mile Road to the Westerly Right-of-Way of the BNSF Railroad; thence South to the most Easterly Northeast corner of Parcel 12-12-24-100-002; thence Westerly and Northerly along the boundary of said Parcel 12-12-24-100-002 to the centerline of One Mile Road; thence West along said centerline to the West line of said Section 24; thence South approximately 3,278 feet along said West line to the most Westerly Southwest corner of Parcel

12-12-24-300-026; thence East, South, East, South, East, North, East and North around the perimeter of said parcel to the Southeast corner of Parcel 12-12-24-300-039; thence continuing North along the East line of said Parcel 12-12-24-300-039 to the South line of the Northwest Quarter of said Section 24; thence East along said South line to the West Right-of-Way line of the BNSF Railroad; thence North along said Right-of-Way to the Southeast corner of Parcel 12-12-24-400-001, also known as 2470 Pine Street; thence West, North and East around the perimeter of said Parcel 12-12-24-400-001 to the said West Right-of-Way of the BNSF Railroad; thence North along said Right-of-Way to a point on the Westerly extension of the North line of Parcel 12-12-24-402-001, also known as 2511 Market Street; thence East along said North line and its Westerly extension to the Northeast corner of said Parcel 12-12-24-402-001; thence South along the Westerly line of Parcel 12-12-24-200-011 to the Southwest corner thereof; thence East to the Southeast corner of said parcel; thence Northerly in a straight line to the Northwest Corner of Parcel 12-12-24-200-013, also known as 2527 IL Rte. 84; thence East to a point 1.5 feet West of the centerline of Illinois Rte. 84, thence South along a line parallel with and 1.5 feet West from the centerline of Illinois Rte. 84 to the centerline of Whitney Street; thence Westerly along said center line of Whitney Street to a point 160 feet West of the center line of Illinois Rte. 84; thence Southerly parallel with the center line of Illinois Rte. 84 to the center line of the alley between Middle Street and Whitney Street; thence Easterly along said center line of alley to the center line of Illinois Rte. 84: thence Southerly along said center line of Illinois Rte. 84 to the center line of an alley between Walnut Street and Main Street; thence Westerly along said center line of alley to the West line of the abandoned Soo Railroad right of way; thence Northerly along said West line of the abandoned Soo Railroad right of way to the South line of Walnut Street; thence Westerly along said South line of Walnut Street to the East right of way line of the Burlington Northern Railroad; thence South along said East line of the Burlington Northern Railroad to the center line of Locust Street; thence Easterly along said center line of Locust Street to the West line of Market Street; thence Northerly along said West line of Market Street to the center line of an East-West alley between Locust Street and Main Street; thence Easterly along said center line of the East-West alley to the center line of Illinois Rte. 84; thence South along said center line of Illinois Rte. 84 to the South line of Locust Street; thence Westerly along said South line of Locust Street, 95 feet; thence South perpendicular to said South line of Locust Street to the center line of the East-West alley between South Street and Locust Street; thence Easterly along said center line of the East-West alley to the center line of Illinois Rte. 84; thence Southerly along said center line of Illinois Rte. 84 to the place of beginning. Also a three foot wide strip centered on the centerline of Illinois Rte. 84 from the North line of Section 24, Township 23 North, Range 3 East to the North line of Section 12, Township 23 North, Range 3 East; thence West along the section line to the Northwest corner of said Section 12; thence South along the West line of said Sections 12 and 13 to the South-West corner of parcel 12-12-13-100-002, approximately 9,780 feet; thence east along the south line of 12-12-13-100-002 to the east right of way line of the BNSF Railroad; thence North along said Right-of-Way to a point 3 feet South from said North line of Section 12: thence East along a line parallel with and 3 feet South from said section line to a point 650 feet West of the centerline of Illinois Route 84; thence North parallel with Rte. 84 1003 feet; thence East parallel with the North line of Section 12 to the centerline of Illinois Rte. 84; thence continuing North as a 3 foot wide strip centered on the centerline of Illinois Rte. 84 to the South line of the Northwest Quarter of Section 36, Township 24 North, Range 3 East; thence West along the quarter section line to the East Right-of-Way line of the BNSF Railroad; thence North along said Right-of-Way line approximately 2195 feet to the Northwest corner of Parcel 08-07-36-100-006; thence East along the North line of said parcel to the centerline of Illinois Rte. 84; thence continuing North along the 3 foot wide strip of land centered on the centerline of Illinois Rte. 84 to the centerline of Walker Street in the Southeast Quarter of Section 23, Township 24 North,

Range 3 East of the Fourth Principal Meridian, Carroll County; thence East along the centerline of Walker Street to the centerline of South Charles Street; thence South along said centerline of Charles Street to the South line of Lot 1 of Prairie View Subdivision: thence East. North and West around the perimeter of said Lot 1 to the East Right-of-Way line of said South Charles Street; thence North along said East Right-of-Way line to the North Right-of-Way line of said Walker Street; thence West along said North line of Walker Street to the East line of Martins Commercial Subdivision; thence North, West, South and Southeast around the perimeter of said Martins Commercial Subdivision to the Southeast corner thereof; thence Southwesterly to the intersection of said centerline of Walker Street with the centerline of Illinois Route 84; thence continuing Northerly as a 3 foot wide strip along said centerline the termination point of the said 3 foot wide strip of land at the Northerly bank of the Plum River at the present Southerly City Limits of the City of Savanna. Also, a part of Sections 2, 4, 9, 10, 11, 12, and 14 in Township 24 North, Range 3 East of the Fourth Principal Meridian described as follows: Beginning at the intersection of the centerline of Illinois Rte. 84 and the Southerly City Limits line of the City of Savanna; thence Westerly to the Westerly right of way line of said Illinois Rte. 84; thence Northerly and Westerly along said Westerly right of way line of Illinois Rte. 84 and the City Limits of the City of Savanna, 430 feet; thence Southwesterly perpendicular to the centerline of Illinois Rte. 84, 230 feet; thence Northwesterly perpendicular to the last described course, 180 feet; thence Northeasterly perpendicular to the last described course to the Westerly right of way line of Illinois Rte. 84: thence Northwesterly along said Westerly right of way lien of Illinois Rte. 84 to a point of 186 feet Northwesterly of the centerline of Wacker Road extended West; thence Southwesterly perpendicular to said Rte. 84 220 feet; thence North along the West line of Parcel 08-07-11-300-025 approximately 273 feet to the Northwest corner thereof; thence Northeasterly along the North line of said Parcel 08-07-11-300-025 to said West Right-of-Way of Rte. 84; thence Northwesterly along said Right-of-Way to a point 150 feet normally distant South from the South Right-of-Way line of Pike Street; thence Westerly along a line parallel with and 150 feet South from said South line of Pike Street approximately 305 feet; thence Northerly along the West line of Parcel 08-07-11-300-022 to said South Right-of-Way line of Pike Street; thence Easterly along said South line of Pike Street to a point 1.5 feet West of the centerline of said Illinois Rte. 84; thence Northwesterly along a line parallel with and 1.5 feet West from said centerline of Rte. 84 to the Northerly Rightof-Way line of the BNSF Railroad; thence West along said railroad boundary the West Right-of-Way line of South 6th Street extended South; thence North to the Northwest corner of the intersection of South 6th Street and South Street; thence West along the North line of South Street to the Southwest corner of Parcel 08-07-10-116-091; thence North along the West line of said parcel to the South Right-of-Way line of Oak Street; thence West along said South line of Oak Street to the Northwest corner of Lot 6 in Block 6 of Hershey and Bowen's Addition to Savanna; thence South along the West line of said Lot 6 to the said North line of South Street; thence West to the East Right-of-Way line of South 4th Street; thence Westerly to the West Rightof-Way line of South 4th Street at said North Right-of-Way of the BNSF Railroad; thence West along said Railroad boundary to the East bank of the Mississippi River; thence Northerly along said East bank to the Southwest corner of parcel 08-07-09-200-004, also being the old wastewater plant site in the City of Savanna; thence Easterly to the West Right-of-Way of said Illinois Route 84; thence Northerly along said Right-of-Way to the Northeast corner of said wastewater plant parcel; thence Westerly to said East bank of the Mississippi River; thence Northerly along said East bank to the Northerly Right-of-Way of Division Street; thence East along said Right-of-Way to the East line of an alley running North in Block 30 of Davidson and Bellows Survey; thence North along said alley to the Northwest corner of Parcel 08-07-04-401-008, also known as 701 Main Street; thence East, South and East along the Northerly boundary of said parcel to said West Right-of-Way of Illinois Route 84; thence North along said Right-of-Way line

to the North Right-of-Way line of Calhoun Street; thence East along said Calhoun Street to the West boundary of Parcel 08-07-04-200-010, also known as 1000 Calhoun Street; thence North along said West boundary to the Southwest corner of Parcel 08-07-04-200-026: thence North and Southeasterly along the Northern boundary of said Parcel 08-07-04-200-026 to the Southeast corner thereof; also being the Northerly Northeast corner of said 1000 Calhoun Street parcel; thence Southerly and Easterly along the Eastern boundaries of said 1000 Calhoun Street to the centerline of North 5th Street; thence South along said centerline to the South line of Parcel 08-07-04-200-012, also known as 1125 North 5th Street; thence West along the South line of said parcel to the West line of said parcel known as 1000 Calhoun Street; thence Westerly, Southerly, Westerly and Northerly around the South end of said 1000 Calhoun Street parcel to the South Right-of-Way line of Calhoun Street; thence West to the Easterly Right-of-Way line of Illinois Rte. 84; thence South along said Easterly Right-of-Way to a point 100 feet North of the North Rightof-Way of Van Buren Street; thence East along the North line of Lot 15 in Block 40 of Davidson and Bellows Survey to the West line of a North-South alley; thence South along alley line to the centerline of Murray Street; thence East on said centerline to the centerline of 3rd Street; thence South on said centerline to its intersection with the South Right-of-Way line of Washington Street; thence East to the Easterly Right-of-Way line of said 3rd Street: thence South along said Easterly Right-of-Way to the Northwest corner of Parcel 08-07-10-102-008, also known as 208 Chicago Avenue: thence Easterly along the North boundary of said parcel to the Northeast corner thereof: thence Northeasterly and Easterly along the North boundary of Parcel 08-07-10-102-009, also known as 218 Chicago Avenue to the Northeast corner thereof; thence Southerly along the East line of said Parcel to the North line of Parcel 08-07-10-102-055, also known as 228 Chicago Avenue; thence East along said North line to the centerline of 4th Street; thence South along said centerline to the centerline of Chicago Avenue (Illinois Rte. 84); thence Easterly along said centerline to the centerline of Gilbert Street; thence North along said centerline of Gilbert Street to the centerline of Elm Street; thence Easterly along the centerline of Elm Street to a point 350 feet perpendicularly distant from the Section line between Sections 10 and 11 in Township 24 North, Range 3 East of the Fourth Principal Meridian; thence Northerly 580 feet to a point 300 feet West of an perpendicular to said Section line between Sections 10 and 11: thence Easterly perpendicular to the last described course to the centerline of vacated Rosedale Avenue; thence Northerly along the centerline of said vacated Rosedale Avenue to the South Right-of-Way of Longmoor Avenue; thence West along said South Right-of-Way line of Longmoor Avenue to a point 664 feet West of the Southeast corner of Section 3, Township 24 North, Range 3 East of the Fourth Principal Meridian; thence continuing West 660 feet; thence North 880 feet; thence East 660 feet; thence South to the centerline of said Longmoor Avenue; thence Easterly along said centerline of Longmoor Avenue to the centerline of Chicago Avenue, Chicago Avenue at this point also being U.S. Rte. 52 and Illinois Rte. 64; thence Northeasterly along said centerline of Chicago Avenue to the North line of Glenmoor Avenue extended Easterly; thence Westerly along said North line of Glenmoor Avenue to a point 100 feet East of the East line of Wellmoor Avenue extended Northerly, said point also being the point where the present City Limits of the City of Savanna turns to a Northerly direction; thence Northerly and Easterly along said present City Limits line of the City of Savanna to the centerline of Oakton Road; thence Southeasterly along said centerline of Oakton Road to a point 3 feet Southeasterly from the centerline of Illinois Rte. 64, also being Chicago Avenue; thence Southerly along a line parallel with and 3 feet Easterly from said centerline of Chicago Avenue to the North line of Parcel 08-07-11-100-005 also known as 1817 Chicago Avenue, extended West; thence East along the North line of said Parcel 08-07-11-100-005 and also 08-07-11-100-006, being a part of said 1817 Chicago Avenue, to the Northeast corner thereof; thence South along the East line of said Parcel 100-006 to the North line of Parcel 08-07-11-100-008, also known as 1811 Chicago Avenue; thence Easterly and

Southerly along the East line of 1811 Chicago Avenue and 1801 Chicago Avenue to the centerline of Ohio Avenue; thence West along said centerline of Ohio Avenue to the centerline of said Chicago Avenue: thence Southerly along said centerline of Chicago Avenue to the centerline of Superior Avenue; thence Easterly along said centerline of Superior Avenue to the centerline of Calumet Street; thence Southwesterly along the centerline of Calumet Street a distance of 200 feet; thence Southwesterly perpendicular to the Southerly portion of Calumet Street to the centerline of the original alignment of Viaduct Road; thence Southeasterly along the centerline of the original alignment of Viaduct Road to the North line of the Soo Railroad yards; thence West along said North line of the Railroad property to a point 1.5 feet East of the centerline of Illinois Rte. 84; thence Southeasterly along a line parallel with and 1.5 feet East from said centerline to the North Right-of-Way line of the BNSF Railroad Right-of-Way; thence East along said North Right-of-Way line to the North-South Quarter Section line of Section 11, Township 24 North, Range 3 East; thence Easterly along said Northerly Right-of-Way line of the Burlington Northern Railroad, 480 feet; thence Northerly perpendicular to said Northerly Right-of-Way line of the Burlington Northern Railroad to the centerline of Portland Avenue extended Easterly; thence Westerly along said centerline of Portland Avenue extended Easterly to the East line of Iris Street; thence Northerly approximately 100 feet to the City Limits line of the City of Savanna; thence along said existing City Limits line Easterly and Northerly to the Section Line between Sections 11 and 12, Township 24 North, Range 3 East of the Fourth Principal Meridian; thence continuing along said existing City Limits line Easterly and Southerly to the centerline of Wacker Road; thence Westerly along said centerline of Wacker Road to the West Right-of-Way of said BNSF Railroad; thence Southeasterly along said Right-of-Way line to the North bank of the Plum River; thence Southwesterly along said bank to the line between Sections 13 and 14 in Township 24 North, Range 3 East; thence North along the section line to the South line of Parcel 08-07-14-200-004, also known as 2551 Wacker Road; thence West along said South line to the East bank of said Plum River; thence Northwest along said East bank to the West line of said Parcel 08-07-14-200-004; thence North along said West line to the South line of Parcel 08-07-14-200-003, also being West Carroll Primary School; thence East and North along the South and East boundaries of the school property to the South line of Wacker Road; thence Easterly along said South line of Wacker Road to the centerline of Cedar Street; thence Northerly along said centerline of Cedar Street to the centerline of Jackson Street; thence Westerly along the centerline of Jackson Street to the East line of Hickory Street; thence Northerly perpendicular to said centerline of Jackson Street to the North line of Arnold Street extended Easterly; thence Westerly along said Northerly line of Arnold Street extended to a point 200 feet East of the centerline of Willow Street; thence Northerly parallel with said centerline of Willow Street to the centerline of Pike Street extended Easterly; thence Westerly along said centerline of Pike Street to a point 125 feet East of the centerline of Beech Street; thence Northerly parallel with said centerline of Beech Street, 150 feet; thence Westerly parallel with said centerline of Pike Street to the centerline of Beech Street; thence Northerly along said centerline of Beech Street approximately 125 feet to the centerline of East-West valley; thence Westerly along the centerline of said East-West alley to the centerline of a North-South alley between Beech Street and Iris Street; thence Northerly along said centerline of North-South alley to the South Right-of-Way line of the Burlington Northern Railroad; thence Westerly along said South Right-of-Way line of the Burlington Northern Railroad to a point 1.5 feet East of the centerline of Illinois Rte. 84; thence Southeasterly along a line parallel with and 1.5 feet East from said centerline of Illinois Rte. 84 to the centerline of Pike Road; thence Easterly along said centerline of Pike Road to the centerline of an alley between Viaduct Road and Chestnut Street; thence Southeasterly along said alley centerline to the centerline of Poplar Street; thence South along said centerline of Poplar Street to the centerline of the Old Savanna-Mt. Carroll Road (Wacker Road); thence Easterly along the centerline of said Savanna-Mt. Carroll

Road, 200 feet; thence South perpendicular to said centerline of the Savanna-Mt. Carroll Road, 100 feet; thence Easterly parallel with said centerline of the Savanna-Mt. Carroll Road to the West lien of Eaton Street; thence South along said West line of Eaton Street to the centerline of Skaien Drive; thence East along said centerline of Skaien Drive to the North-South Quarter Section line of Section 14; thence South along said North-West Quarter Section line of Section 14 to the North bank of the Plum River; thence Southerly and Westerly along said North bank of the Plum River; thence Southerly and Westerly along said North bank of the Plum River to the point of beginning. The described area contains 0.45 square miles, more or less.

A three foot wide connector strip of land coinciding with the centerline of U.S. Route 64 at the Northeast Savanna City Limits, also being the West bank of the Plum River, then heading East on U.S. Route 64 to the intersection of U.S. Route 64 and U.S. Route 78, being approximately eight miles.

Parcel "A" A Part of Southeast Quarter of Section 12, Township 24 North, Range 4 East of the Fourth Principal Meridian in Carroll County, Illinois, more particularly described as follows: Commencing at the Northwest corner of the said Southeast Quarter, thence South 00 degrees 00 minutes 00 seconds West (assumed bearings), along the West line of the said Southeast Quarter, 1231.93 feet; thence South 90 degrees 00 minutes 00 seconds East, 1131.90 feet to a point on the centerline of Old State Bond Issue Route #27 said point being the true point of beginning of the tract herein described; thence North 83 degrees 51 minutes 10 seconds West, along the said centerline 141.86 feet; thence North 38 degrees 37 minutes 45 seconds West, along the right of way line of relocated State Bond Issue Route #27, 224.08 feet to a concrete right-of-way marker which is 75 feet right of Station 445+85 of said relocated highway; thence North 51 degrees 20 minutes 28 seconds East, along the Southerly right-of-way line of said relocated highway, 61.50 feet to a point of curve: thence Easterly along the arch of the said rightof-way line, an arc distance of 148.96 feet to a steel road (said arc being concave to the South and having a radius of 2217.01 feet) thence South 19 degrees 39 minutes 55 seconds East, 337.42 feet to the true point of beginning; all situated in the County of Carroll and State of Illinois, containing approximately 1.042 acres more or less.

Parcel "B" Beginning at a point on the North Right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad 1066.3 feet North of and 378.6 feet West of the Southeast Corner of Section 12, Township 24 North, Range 4 East of the Fourth Principal Meridian, said point being the Southerly corner of Theodore Colehour's Lot; thence South 47 degrees 58 minutes West along the North line of the railroad 300 feet to an iron monument, thence North 40 degrees and 44 minutes West 606.5 feet to a station 9+34.4 on the centerline of Commercial Street; thence Easterly along the centerline a distance of 406.5 feet to station 5+27.9, thence South 40 degrees and 44 minutes East 329.7 feet to the point of beginning, situated in the Town of Mt. Carroll, County of Carroll and State of Illinois, containing approximately 3.23 acres more or less.

Parcel "C" A Part of the Southeast Quarter of Section Twelve (12), Township Twenty-four (24) North, Range Four (4) East of the Fourth Principal Meridian, bounded and described as follows; Beginning at a point 1,244 feet South and 1,131.9 feet East of the Northwest corner of the Southeast Quarter of said Section Twelve (12); thence North 15 degrees 44 minutes West, 330.6 feet more or less, to the southerly line of relocated State Bond Issue Route 27; thence Easterly along said Southerly line of relocated State Bond Issue Route 27, 214.5 feet; thence South 15 degrees 44 minutes East, 483.2 feet more or less, to the centerline of Old State Bond Issue Route 27; thence Route 27; thence South 15 degrees 24 minutes West along the centerline of said Old State Bond Issue

Route 27, 232.9 feet; thence Northwesterly 37 feet, to the point of beginning; situated in the County of Carroll and State of Illinois, containing approximately 2 acres more or less.

Also a three (3) foot wide strip starting in the center of intersection of Route 64 and Commercial Street; located within the Southeast Quarter of Section Twelve (12), Township Twenty-four (24) North, Range Four (4) East of the Fourth Principal Meridian, thence in a Southeasterly direction along the center line of Commercial Street 350 feet; thence North 40 feet to Parcel "A". Also a three foot wide strip starting 350 feet Southeast from the intersection of Route 64 and Commercial Street 700 feet Southeasterly thence South 40 feet to Parcel "C": containing 0.08 acres more or less. Total acreage containing approximately 6.352 acres more or less.

Also a part of the Northwest Quarter of Section 7, Township 24 North, Range 5 East of the Fourth Principal Meridian, City of Mount Carroll, Carroll County, Illinois described as follows: Beginning at the Intersection of the South line of Seminary Street and the West line of Jackson Street in the said City of Mount Carroll said point being located 38.5 feet South of the Southeast corner of Block 14 in Rinewalt and Halderman's Third Addition in the said City of Mount Carroll; thence South 00- 00'- 00" East (assumed bearing) on the said West line of Jackson Street, 897.1 feet; thence South 56- 29'- 27" West, 400.39 feet; thence North 89- 40'-10" West, 180.32 feet to the present Easterly right of way line of S.B.I. Route 27: thence North 5-58'-12" West on said Easterly right of way line, 274.57 feet; thence North 89□- 07'-38" West, 11.70 feet to the Easterly right of way line of S.B.I. Route 40 (Clay Street); thence North 00- 52'- 22" East on said Easterly right of way line, 891.79 feet to the South line of said Seminary Street; thence North 89-37'- 08" East on the said South line, 540.85 feet to the said point of beginning and including all that land adjacent and to the centerline of Clay Street and Seminary Street., containing 13.67 Acres, more or less. Also a three foot connector strip starting at the intersection of Route 64 and Route 78/Clay Street and running North down the centerline of Route 78/Clay Street approximately 1200', being 0.82 acres. (14.49 acres total with 3' connector strip)

Also a 3-foot connector strip starting at the centerline of IL Route 78, fifty (50) feet south of the intersection of Seminary St. and Route 78; thence north following the state route to the intersection of IL 78 and Benton St.; thence following Benton St. West along the centerline to a point forty (40) feet west of the intersecting centerlines of Benton and South Main Street; thence north to northern Right-of-Way of Benton Street to the point of beginning of following tract. Thence West along said North Right-of-Way to the East line of Spruce Alley; thence North along said Spruce Alley 190 feet to the South Right-of-Way lien of an East-West alley; thence East along said South alley line 95 feet; thence North to the North line of said East-West alley; thence East 180 feet; thence North to the South Right-of-Way line of West Franklin Street; thence East along West Franklin to the West Right-of-Way of Main Street; thence South to the Point of Beginning; containing 3.58 acres.

Also a 3-foot connector strip starting at the South West of Right-of-Way intersection of Franklin and South Main Street; Thence east to the centerline of South Main St.; Thence north following the centerline of Main Street 1530 feet to the point of beginning of the aforementioned tract, said point also being 100 feet south of the intersection of centerlines of Rapp and Main Street; thence east to the south line of parcel numbered 05-08-01-401-081; thence continuing east and north and west around said parcel back to the centerline of South Main Street. Thence continuing north on said Main Street centerline to the centerline intersection of Market Street. Thence East along the centerline of Market to the West Right-of-Way line of IL Route 78; Thence North along the right of way of IL 78, 141 Feet to the north line of parcel numbered 05-08-01-401-018; thence west, running parallel with Market Street 738 feet West to the northwest corner of parcel 05-08-01-401-002; thence South West 158 feet to the South-West corner of parcel 05-08-01-400-11; thence south 66 feet across and to the South line of the Right-of-way of Market Street; thence continuing due south to a point 100 feet south of the right-of-way of Markey Street; thence east parallel with and 100 feet south of Market Street 450 feet to the west line of parcel 05-08-01-401-020. Thence south to the South West corner of said property; thence west to the west line of Lot 6 of Block 6 of the original town plat; thence south along the west line of lots 6 and 7 to the north right-of-way of Rapp Street. Thence south across the right-of way of Rapp to the North-West corner of Lot 1 Block 9 of the Original Town Plat; thence east 137.5 feet to the east line of right-of-way of Main Street; thence south and east along the right-of-way of main 66 feet south and 33 feet east to the point of beginning, containing 5.7 acres.

Also the following legal descriptions containing approximately 16.856 acres as follows: Part of the Northeast Quarter (NE 1/4) of Section Seven (7), Township Twenty-four (24) North, Range five (5) East of the Fourth (4th) Principal Meridian, Carroll County, IL, described as follows, to wit: Commencing at a point on the West line of said Northeast Quarter (NE1/4), said point is North 00 degrees 00 minutes 00 seconds East, 1270.53 feet from the Southwest corner of said Northeast Quarter (NE1/4), according to a plat of survey for Ronald Derrer by L.F. VanderSchaaf dated April 24, 1989 (bearing assumed); thence North 90degrees 00 minutes 00 seconds East, a distance of 261.47 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 306.52 feet to the Northwesterly right of way of Route 64; thence North 50 degrees 03 minutes 36 seconds East along said right of way line, a distance of 161.59 feet to the Point of Beginning of the hereinafter described parcel; thence North 50 degrees 03 minutes 36 seconds East along said right of way line, a distance of 241.91 feet; thence North 03 degrees 30 minutes 49 seconds West, a distance of 58.67 feet, thence South 87 degrees 58 minutes 56 seconds West, a distance of 194.76 feet; thence South 27 degrees 13 minutes 53 seconds East, a distance of 16.79 feet; thence South 01 degrees 24 minutes 25 seconds East, a distance of 191.79 feet to the Point of Beginning, containing 0.578 acres, more or less; situated in the County of Carroll and State of Illinois and, A part of the Northeast Quarter of Section 7, Township 24 North, Range 5 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at a point on the West line of the said Northeast Quarter of Section 7 which is North 00 00'00" East (assumed bearings), 1270.53 feet from the Southwest Corner of the said Northeast Quarter; thence North 90 00'00" East, 261.47 feet; thence South 00 00'00" West, 306.52 feet to the Northwesterly right-of-way line of Route No. 64; thence North 50 03'36" East along the said right-of-way line, 161.59 feet; thence North 01 24'25" West 191.79 feet to a 5/8ths inch steel rod or monument; thence North 27 13'53" West, 38.32 feet to a 5/8ths inch steel rod or monument; thence South 89 27'00" West, 363.14 feet to the West line of the Northeast Quarter of Section 7; thence South 00 00'00" West along said West line 19.53 feet to the point of beginning, situated in the County of Carroll and State of Illinois. Excepting all easements and restrictions of record, 0.89 acres, and Part of the Northeast Quarter (NE 1/4) of Section Seven (7), Township Twenty Four (24) North, Range Five (5) East of the Fourth (4th) Principal Meridian, Carroll County, Illinois, described as follows, to wit: Commencing at a point on the West line of said Northeast Quarter (NE 1/4), said point is North 00 degrees 00 minutes 00 seconds East,1270.53 feet from the Southwest corner of said Northeast Quarter (NE 1/4), according to a plat of survey for Ronald Derrer by L.F. VanderSchaaf dated April 24, 1989 (bearings assumed); thence North 90 degrees 00 minutes 00 seconds East, a distance of 261.47 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 306.52 feet to the Northwesterly right of way of Route 64: thence North 50 degrees 03 minutes 36 seconds East along said right of way line, a distance of 403.78 feet; thence North 03 degrees 30 minutes 49 seconds West, a distance of 58.67 feet to the Point

of Beginning of the hereinafter described parcel; thence North 03 degrees 30 minutes 49 seconds West, a distance of 150.32 feet; thence South 89 degrees 00 minutes 53 seconds West, a distance of 223.30 feet: thence South 00 degrees 59 minutes 23 seconds East, a distance of 134.19 feet; thence North 89 degrees 27 minutes 00 seconds East, a distance of 25.68 feet; thence South 27 degrees 13 minutes 53 seconds East, a distance of 21.53 feet; thence North 87 degrees 58 minutes 56 seconds East, a distance of 194.76 feet to the Point of Beginning, containing 0.778 acres, more or less; situated in the County of Carroll and State of Illinois, and Part of the Northeast Quarter (NE 1/4) of Section 7, Township 24 North (T24N), Range 5 East (R5E) of the Fourth Principal Meridian (4th PM), Carroll County, Illinois, bounded and described as follows to wit: Commencing at the Southwest corner of said Northeast Quarter (NE 1/4) of Section 7; thence North 00 Degrees 22 Minutes 16 Seconds East, along the West line of said Section 7, a distance of 1424.38 feet to the Point of Beginning of the hereinafter described Parcel; thence South 89 Degrees 37 Minutes 44 Seconds East, a distance of 210.57 feet: thence South 00 Degrees 32 Minutes 18 Seconds East, a distance of 132.40 feet; thence North 89 Degrees 45 Minutes 42 Seconds East, a distance of 124.54 feet; thence North 00 Degrees 39 Minutes 00 Seconds West, a distance of 133.71 feet (134.19 feet deeded); thence North 89 Degrees 09 Minutes 24 Seconds East, a distance of 223.30 feet; thence South 03 Degrees 11 Minutes 56 Seconds East, a distance of 208.72 feet to the Northerly Right-of-Way line of U.S. Route 52 -Illinois Route 64; thence North 50 Degrees 25 Minutes 17 Seconds East, along said Northerly Right-Of-Way line a distance of 863.97 feet to a point deeded as being 1778.20 feet North and 1233.30 feet East of said Southwest corner of the Northeast Quarter (NE 1/4) of Section 7; thence North 16 Degrees 32 Minutes 11 Seconds West, a distance of 612.96 feet; thence North 01 Degrees 00 Minutes 06 Seconds West, a distance of I82.38 feet; thence North 78 Degrees 58 Minutes 34 Seconds West, a distance of 105.24 feet; thence North 01 Degrees 09 Minutes 34 Seconds West, a distance of 135 .69 feet to the North line of said Northeast Quarter (NE 1/4) of Section 7; thence South 88 Degrees 50 Minutes 26 Seconds West, along said North line, a distance of 303.21 feet; thence South 02 Degrees 13 Minutes 33 Seconds West, a distance of 35.82 feet; thence North 89 Degrees 04 Minutes 13 Seconds East, a distance of 75.00 feet; thence South 00 Degrees 28 Minutes 16 Seconds East, a distance of 823.05 feet; thence South 58 Degrees 36 Minutes 08 Seconds West, a distance of 105.72 feet; thence South 59 Degrees 45 Minutes 08 Seconds West, a distance of 118.48 feet; thence South 68 Degrees 46 Minutes 04 Seconds West, a distance of 128.14 feet;, thence South 79 Degrees 33 Minutes 37 Seconds West, a distance of 96.01 feet; thence South 00 Degrees 06 Minutes 45 Seconds West, a distance of 165.37 feet to the Easterly extension of the South line of the property described on the deed recorded in Book 136 at Page 335 in the Office of the Carroll County Recorder; thence North 89 Degrees 37 Minutes 44 Seconds West, along said South line and the Easterly extension thereof, a distance of 322.00 feet to said West line of the Northeast Quarter (NE 1/4) of Section 7; thence South 00 Degrees 22 Minutes 16 Seconds West, along said West line, a distance of 66.00 feet to the Point of Beginning, and all of the land adjacent and to the centerline of Route 64 and Benton Street. Also a three foot connector strip starting at the intersection of Route 64 and Jackson Street and heading Northeast approximately 3000', being 0.20 acres. (17.056 total with 3' connector strip).

Also a part of the former John Gordon property, being a part of the Northwest Quarter and the Northeast Quarter of Section 14, Township 24 North, Range 3 East of the Fourth Principal Meridian in Carroll County, Illinois, more particularly described as follows: Commencing at an iron monument found at the North Quarter corner of said Section 14; thence South 00 degrees 02 minutes 04 seconds East (assumed bearings), along the East line of said Northwest Quarter, 906.63 feet to a gas pipe monument found in place as set by Ralph S. Hanson, Illinois Surveyor

#416. at the Northeast corner of said Gordon property in the Said Northwest Quarter said gas pipe monument also found and shown on Plat #2039-1 as prepared by Jack D. Wylder, Illinois Land Surveyor #1688, and dated September 21, 1976; said monument also being the true Point of Beginning of the parcel herein described; thence South 10 degrees 22 minutes 58 seconds East, 81.37 feet to an iron rod; thence South 73 degrees 18 minutes 34 seconds West, 147.77 feet to a railroad spike on the Easterly Right-of-Way of S.B.I. Route 80; thence South 16 degrees 45 minutes 16 seconds East, along said present Right of Way line, 52.12 feet to a steel rod; thence South 30 degrees 58 minutes 29 seconds East, along said Right of Way line, 91.30 feet; thence South 11 degrees 06 minutes 44 seconds East, along the said Right-of-Way line, 127.28 feet to a point in Plum River; thence North 75 degrees 51 minutes 46 seconds East, 37.26 feet; thence South 29 degrees 49 minutes 19 seconds East, 8.83 feet to a point on the East line of the said Northwest Quarter of Section 14, thence South 00 degrees 00 minutes 56 seconds East, along the said East line, I2.20 feet to the centerline of Plum River; thence North 78 degrees 31 minutes 03 seconds East, along the said centerline of Plum River, 79.44 feet; thence North 78 degrees 32 minutes 22 seconds East, along the said centerline, 207.15 feet; thence North 83 degrees 37 minutes 00 seconds East, along said centerline, 174.73 feet; thence South 77 degrees 13 minutes 45 seconds East, along the said centerline, 137.18 feet to the Southeast corner of the parcel described in Book 117 on Page 18 in the Carroll County Recorder's Office (Booth by to Gordon): thence North 01 degrees 14 minutes 12 seconds East, along the East line of said parcel 365.76 feet to a steel rod at the Northeast corner of said parcel; thence North 88 degrees 26 minutes 57 seconds West, along the North line of said parcel 497.52 feet to a gas pipe monument at the Southeast corner of the former School District #72 property; thence South 84 degrees 24 minutes 55 seconds West, along the North line of the aforesaid Booth by to Gordon parcel, 100.08 feet to a gas pipe monument at the Northwest corner of said parcel; thence South 01 degrees 05 minutes 00 seconds East, 29.16 feet to the Point of beginning, containing 5.54 acres; all situated in the County of Carroll and State of Illinois. Except the following property to be used for residential purposes: Beginning at the Northeast corner of the property thence West along the property line 210', thence South 210', thence East 210', thence North 210' to the place of beginning, containing 1.01 acres. Except the following description of property already located within the Whiteside County Enterprise zone: Beginning at the point 81.37' Southeast of the Point of beginning, thence 147.77 feet to a railroad spike on the Easterly Right-of-Way of S.B.I. Route 80; thence South 16 degrees 45 minutes 16 seconds East, along said present Right of Way line, 52.12 feet to a steel rod; thence South 30 degrees 58 minutes 29 seconds East, along said Right of Way line, 91.30 feet; thence South 11 degrees 06 minutes 44 seconds East, along the said Right-of-Way line, 127.28 feet to a point in Plum River; thence North 75 degrees 51 minutes 46 seconds East, 37.26 feet; thence South 29 degrees 49 minutes 19 seconds East, 8.83 feet to a point on the East line of the said Northwest Quarter of Section 14, thence South 00 degrees 00 minutes 56 seconds East, along the said East line, I2.20 feet to the centerline of Plum River, thence North along the East line of the of the Northwest Quarter 306 feet containing .48 of an acre. Total property being 4.05 acres.

Also the following property containing approximately 2.8 acres more or less: Tract "A", the south tract, described as follows: Commencing at a stone at the SE corner of the land known as the Wm. R. Bratton tract (now owned by Francis G. and Agnes M. Fritz) as described in Deeds Book #28 @ Page #2 in the Carroll County Recorder's Office, Mt. Carroll, Ill.; thence east, on the north line of the Public Road, a distance of 171.04' to a steel rod at the intersection of the north line of said public road and the west line of Jackson Street of Masters' Town Plat extended south; thence North, on the west line of said Jackson St., a distance of 250.43' to a steel rod; thence westerly, at an angle of 90 03' measured in a clockwise direction from the west line of said Jackson St., a

distance of 171.04' to a steel rod on the east line of the said Bratton tract: thence south, at an angle of 89 57' measured in a clockwise direction from the last described course, on the east line of the said Bratton tract: a distance of 251.58' to the place of beginning, all being a part of Lot #2 of the original Government Survey of the SW 1/4 of Sec.7, T24N, R5E of the 4th P. M., Carroll County, Ill., and Tract "B", the north tract, described as follows: Commencing at a point on the east line of the land Known as the Wm. R. Bratton tract, (now owned by Francis G. and Agnes M. Fritz) as described in Deeds Book #28 @ Page #2 in the Carroll County Recorder's Office, Mt. Carroll, Ill.; which is 251.58' north of the SE corner of said Bratton tract; thence easterly, at an angle of 90003' measured in a clockwise direction from the east line of said Bratton tract, a distance of 171.04' to a steel rod on the west line of Jackson St. of Masters' Town Plat, extended south; thence north, on the west line of said Jackson St., a distance of 219.75' to a steel rod at the intersection of the west line of said Jackson St. and the southerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence southwesterly, on the southerly right of way line of the C.M. St. P. & P. RR. a distance of 204.06' to a steel rod at the intersection of the southerly right of way line of the C. M. St. P. & P. RR. and said Bratton's east line; thence south, on said Bratton's east line a distance of 108.34' to the place of beginning, all being a part of Lot #2 of the original Gov't. Survey of the SW 1/4 of Sec.7, T24N, R5E of the 4th P.M. Carroll County. III., and Tract 1: A part of Lot 2 of the Government Survey of the Southwest Quarter of Section 7, Township 24 North, Range 5 East of the 4th P.M., described as follows: Beginning at an iron pin set at the intersection of the West line of Jackson Street of Masters' Town Plat, extended South, with the present South line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right of way; thence South on the West line of said Jackson Street 470.18 feet to the North line of a public road, thence West on the North line of said public road 171.04 feet to the Southeast corner of a tract of land conveyed by Etta E. Masters, et al., to William R. Bratton on March 17, 1883, by deed recorded in the Recorder's Office of Carroll County, Illinois, in Book 28 of Deeds, Page 2; thence North along the East line of said Bratton Tract 359.92 feet to the present South line of said Railroad right of way; thence Easterly along the present South line of said right of way 204.06 feet to the point of beginning, situated in the City of Mount Carroll, Carroll County, Illinois, and Beginning at a stone on the northerly line of Southeast Lane which is N 89 1/4 E 624 Iks. (411.84') from a point on the west line of Sec. 7, T24N, R5E of the 4th P. M. which is 120.5 Iks. (79.53') south of the SW corner of the NW 1/4 of the SW 1/4 of said Sec.7; thence northerly, at an angle of 90 26'21" measured in a clockwise direction from the northerly line of Southeast Lane, a distance of 359.92' to a steel rod on the southerly r-o-w line of the C. M. St. P.& P. RR.; thence Southwesterly, along the arc of a curve concave to the southeast, having a radius of 1860.08' and along the Southerly r-o-w line of the C. M. St. P. & P. RR. an arc length of 161.99' to a pipe which is also 161.91' southwesterly, at an angle of 51 53'25" measured in a clockwise direction from the last described course, along the chord of said curve; thence southerly, at an angle of 126 04 '39" measured in a clockwise direction from the chord of said curve, a distance of 261.07' to a steel pipe on the northerly line of Southeast Lane; thence easterly, along the northerly line of Southeast Lane a distance of 118.14' to the place of beginning, containing .88 of an acre and all being a part of Government Lot #2 in the SW 1/4 of Sec. 7, T24N, R5E of the 4th P.M. in the City of Mt Carroll, Carroll, Co., III, and all that property adjacent and to the centerline of Jackson Street, and Also a three foot connector strip starting at the intersection of Route 64 and Route 78 and running East along the centerline of Route 64 approximately 600' to the intersection of Route 64 and Jackson Street and continuing South down the center of Jackson Street south of the railroad tracks, being approximately 900', being 0.103 acres. (2.983 total acres with 3' connector strip) Thence South and running down the centerline of Route 78 approximately 2.4 miles to Timber Lake Road, then east on Timber Lake Road approximately 2 miles to Black Oak Road, then North on Black Oak Road, containing four acres. Also Parcel 1:

11 acres of the Southeast part of the South 5/8 of the East 1/2 of the South East Quarter of Section 20, Township 24 North, Range 5 East of the Fourth Principal Meridian. In Carroll County, State of Illinois. Parcel 2: 14 acres of the western part of the South 5/8 of the East ½ of the Southeast Quarter of Section 20, Township 24 North, Range 5 East of the Fourth Principal Meridian, Carroll County, Illinois, that lies West of Timber Lake, except the North 330.14 feet thereof and all that part of the parcel of land that includes the Dam site on the Southerly side of Timber Lake. Parcel 3: The East 2/3 of the Northwest guarter of the Southeast guarter of Section 20, Township 24 North, Range 5 East of the 4th Principal Meridian, Carroll County, Illinois, containing 27.14 acres more or less. The total area included in the Mt. Carroll area enterprise zone is 0.15 square miles. Also a three foot (3') wide connector strip starting at the intersection of Timber Lake Road and Black Oak Road being the South East corner of Section 20, Township 24 North, Range 5 East of the Fourth Principal Meridian; thence East down the centerline of Timber Lake Road approximately 2 miles to Illinois Route 40, thence North down the centerline of Illinois Route 40 approximately 0.4 miles, thence South Easterly down the center line of the Telegraph Road approximately 7 miles to Otter Creek Drive, thence South down the centerline of Otter Creek Drive approximately 551 feet to Fremont Road; thence East down the center line of Fremont Road approximately 1 mile; thence South down the centerline of County Highway 19 approximately 3.3 miles, thence South down the centerline of Illinois Route 40, also known as South Shannon Road approximately 310.05 feet to the following described property and containing approximately 4.93 Acres: Also a part of the Northeast Quarter of the Southeast Quarter of Section 23, Township 23 North, Range 6 East of the Fourth Principal Meridian, Carroll County, Illinois, described as follows: Commencing at the northeast corner of said Southeast Quarter of Section 23; thence South 0 degrees 04 minutes 16 seconds West (assumed bearing) on the east line of said Southeast Quarter of Section 23, a distance of 33.01 feet to the southerly right-of-way line of South Shannon Road: thence South 88 degrees 57 minutes 47 seconds West on said southerly right-of-way line and parallel with the north line of said Southeast Quarter of Section 23, a distance of 310.05 feet to the true point of beginning for the tract of land being described; and running thence South 0 degrees 04 minutes 16 seconds West, parallel with the east line of said Southeast Quarter of Section 23, a distance of 1282.26 feet to the north line of Lot 4 in Elkhorn Industrial Park in the Village of Milledgeville, said point being 40.01 feet easterly from the northwest corner of said Lot 4; thence South 88 degrees 57 minutes 25 seconds West on the north line of said Elkhorn Industrial Park, a distance of 974.90 feet to the easterly right-of-way line of Illinois Route 40 (Washington Street); thence North 0 degrees 04 minutes 32 seconds East on said easterly rightof-way line of Illinois Route 40 and Washington Street, a distance of 1245.66 feet to said southerly right-of-way line of South Shannon Road; thence North 62 degrees 01 minutes 08 seconds East on said right-of-way line, a distance of 80.98 feet; thence North 88 degrees 57 minutes 47 seconds East on said southerly right-of-way line, a distance of 903.33 feet to the point of beginning; containing 28.66 acres, more or less, Milledgeville containing 0.0524 square miles.

Complete Legal Description of all properties located within the zone total approximately 13 square miles with 2 square miles for future development projects.

Part of the Northwest Quarter of Section 3, Township 20 North, Range 7 East of the Fourth Principal Meridian, Whiteside County, State of Illinois, described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 3; thence South 0 degrees 00 minutes 40 seconds West, a distance of 1315.61 feet on the west line of said Northwest Quarter, to the south line of the North Half of the North Half of said Northwest Quarter: thence North 89 degrees 55 minutes 30 seconds East, a distance of 199.08 feet on the south line of the North Half of the North Half of said Northwest Quarter to the east right of way line of a public highway designated SBI Route 88 (IL Route 40), and the point of beginning; thence North 0 degree 20 minutes 50 seconds West, a distance of 165.04 feet (165') on said right of way line; thence North 0 degree 41 minutes 27 seconds West, a distance of 432.90 feet (439.16) on said right of way line; thence South 89 degrees 34 minutes 58 seconds West, a distance of 69.00 feet on said right of way line; thence North 1 degree 51 minutes 58 seconds East, a distance of 507.78 feet (510.32') on said right of way line, to the south line of the premises conveyed to Commonwealth Edison; thence North 88 degrees 09 minutes 22 seconds East, a distance of 611.81 feet on the south line of said premises; thence North 89 degrees 35 minutes 58 seconds East, a distance of 577.63 feet on the south line of said premises; thence South 0 degrees 24 minutes 02 seconds East, a distance of 1127.18 feet to the south line of the North Half of the North Half of said Northwest Quarter; thence South 89 degrees 55 minutes 30 seconds West, a distance of 1138.31 feet on the south line of the North Half of the North Half of said Northwest Quarter, to the Point of Beginning, containing 30.00 acres, more or less or 0.47 square miles.

Complete Legal Description of all properties located within the zone total approximately 13.47 square miles with 1.53 square miles for future development projects.

EXHIBIT A

Part of the Northwest Quarter of Section 3, Township 20 North, Range 7 East of the Fourth Principal Meridian, Whiteside County, State of Illinois, described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 3; thence South 0 degrees 00 minutes 40 seconds West, a distance of 1315.61 feet on the west line of said Northwest Quarter, to the south line of the North Half of the North Half of said Northwest Quarter; thence North 89 degrees 55 minutes 30 seconds East, a distance of 199.08 feet on the south line of the North Half of the North Half of said Northwest Quarter to the east right of way line of a public highway designated SBI Route 88 (IL Route 40), and the point of beginning; thence North 0 degree 20 minutes 50 seconds West, a distance of 165.04 feet (165') on said right of way line; thence North 0 degree 41 minutes 27 seconds West, a distance of 432.90 feet (439.16') on said right of way line; thence South 89 degrees 34 minutes 58 seconds West, a distance of 69.00 feet on said right of way line; thence North 1 degree 51 minutes 58 seconds East, a distance of 507.78 feet (510.32') on said right of way line, to the south line of the premises conveyed to Commonwealth Edison; thence North 88 degrees 09 minutes 22 seconds East, a distance of 611.81 feet on the south line of said premises; thence North 89 degrees 35 minutes 58 seconds East, a distance of 577.63 feet on the south line of said premises; thence South 0 degrees 24 minutes 02 seconds East, a distance of 1127.18 feet to the south line of the North Half of the North Half of said Northwest Quarter; thence South 89 degrees 55 minutes 30 seconds West, a distance of 1138.31 feet on the south line of the North Half of the North Half of said Northwest Quarter, to the Point of Beginning, containing 30.00 acres, more or less.

ORDINANCE NO.

AN AMENDMENT TO AN ORDINANCE ESTABLISHING AN ENTERPRISE ZONE WITHIN THE ILLINOIS COUNTIES OF WHITESIDE AND CARROLL

SAID ENTERPRISE ZONE ENCOMPASSING CONTIGUOUS PORTIONS OF THE MUNICIPALITIES OF FULTON, LYNDON, MILLEDGEVILLE, MORRISON, MT. CARROLL, PROPHETSTOWN, ROCK FALLS, SAVANNA, STERLING, TAMPICO, THOMSON, AND THE COUNTIES OF CARROLL AND WHITESIDE

WHEREAS, the County Board of the Carroll County did adopt Ordinance No.0916-08 "An Ordinance Establishing an Enterprise Zone within the Counties of Whiteside and Carroll, Illinois, said Enterprise Zone encompassing contiguous portions of the Municipalities of Fulton, Lyndon, Milledgeville, Morrison, Mt. Carroll, Prophetstown, Rock Falls, Savanna, Sterling, Tampico, Thomson, and the Counties of Carroll and Whiteside; and

WHEREAS, said Ordinance did contain a precise description of the area to be contained within the Enterprise Zone; and

WHEREAS, said Ordinance did provide for the inclusion of any areas subsequently certified from time to time by the State of Illinois as part of the Enterprise Zone; and

WHEREAS, said Ordinance did contain a description of incentives available in the Whiteside County Enterprise Zone; and

WHEREAS, the Municipalities of Fulton, Lyndon, Milledgeville, Morrison, Mt. Carroll, Prophetstown, Rock Falls, Savanna, Sterling, Tampico, Thomson, and the Counties of Carroll and Whiteside desire to submit an application to the State of Illinois, Department of Commerce and Economic Opportunity, seeking additions of territory to the current boundaries of the Enterprise Zone; and

NOW, THEREFORE BE IT ORDAINED that the County Board of the Carroll County hereby amends Ordinance No. 0916-08 and subsequent amendments by amending the legal description to include the territory described in **Attachment "A"** and does authorize the submission of an application seeking to certify the amended description as the legal description of territory to the Whiteside Carroll (2018) Enterprise Zone; and

BE IT FURTHER ORDAINED that the County Board Chair of the Carroll County shall have the authority to execute an amended Enterprise Zone Intergovernmental Agreement between the Municipalities of Fulton, Lyndon, Milledgeville, Morrison, Mt. Carroll, Prophetstown, Rock Falls, Savanna, Sterling, Tampico, Thomson, and the Counties of Carroll and Whiteside.

This ordinance shall be effective upon its adoption and passage.

Passed this ______ day of ______, 20_____.

ATTEST:

County Clerk, Amy Buss



Carroll County Board

301 N. Main St., P.O. Box 152 Mt. Carroll, Illinois 61053

Phone 815-244-0221

Robert,

Following your hire and our discussions which followed, it became apparent that your benefits need to be addressed in writing. Your interest in exploring benefits different than that of a newly hired employee are both noted and welcome. Taking into consideration a position such as yours, other full-time salaried exempt positions in the County, the County's past practice and our discussion, I feel it would be appropriate for the County to provide the following time off benefits effective April 15, 2024 - your first day of work:

- Sick days as needed, used only for sickness of yourself or immediate family.
- Vacation days 20 days off annually and taken in no less than ½ day increments. In addition, you may 'roll over' no more than 10 days into the next anniversary year.
- Holidays are designated paid days off, set by the County Board annually, taken on those designated days.

You shall report to the Chair when requesting time off and the Treasurer for recording time worked and off for payroll. These benefits shall renew on the anniversary of your first day of work and available immediately in full. In addition, any benefit may be modified by either yourself or the County at any time during your tenure and take effect upon Board approval.

In addition to what has been stated above, the County employee procedures shall be followed as outlined in County Code - Chapter 60. About your full-time salaried exempt position:

- The starting annual salary for this position is \$110,000 and is based on a 40hr work week generally, work week hours are Monday through Friday, 8:30a to 4:30p. However, work may be adjusted by you to accommodate work necessary outside of those hours. Work outside of these hours or time off during these hours shall be noted to the Chair.
- This is an 'at will' position. You or the County may terminate employment at any time.
- As an exempt employee there is no paid overtime or earned compensation time.
- You may be reimbursed for mileage, at County designated rate, for work-related travel during working hours, when using your personal vehicle. This shall be submitted no later than the next pay period.

If this is acceptable to you, and after subsequent Board approval, will be applied from your first day of work – April 15, 2024.

If you accept, please sign below. Thank you

Date

04.26.24

Joseph J. Payette Carroll County Board Chair

Date

Robert Jachnicki Carroll County Administrator



Carroll County Board

301 N. Main St., P.O. Box 152 Mt. Carroll, Illinois 61053

Phone 815-244-0221

Joseph J. Payette Chairman Carroll County Board 301 N. Main St. Courthouse Mount Carroll, Il 61053 jjpcarrollcounty@gmail.com 815/631-8352

April 29, 2024

Subject: Request for Letter of Support for Carroll County Highway Department Capital Improvement

Dear Community Leader,

I trust this letter finds you well. As we work towards enhancing the infrastructure of our community, I am reaching out to request your support for the Carroll County Highway Department Capital Improvement. Your voice and influence are highly valued, and a letter of support from you would significantly contribute to the success of this important initiative.

This project makes an improvement to our infrastructure which is vital for the safety, efficiency, and overall wellbeing of our community when using our roadways. It also enhances the ability of our workers who are responsible for the care and maintenance of those roadways.

I want to inform you that we are actively pursuing funding from federal representatives to help offset the project's cost. Your letter of support can strengthen our case for securing these funds. Should our efforts be successful, any funds no longer required by the county can be reallocated to other essential projects within our community.

Your perspective and endorsement would add substantial weight to our collective effort. If you find it agreeable, I have provided a suggested template below for your convenience.

Thank you for your consideration,

Joseph J. Payette Connou Country BOARD CotAIR

Subject: Letter of Support for Carroll County Highway Department Capital Improvement

Dear Congressman Sorensen,

I am writing to express my support for the Carroll County Highway Department Capital Improvement Project.

This project makes an improvement to our infrastructure which is vital for the safety, efficiency, and overall wellbeing of our community when using our roadways. It also enhances the ability of our workers who are responsible for the care and maintenance of those roadways to carry out that service. I firmly believe this project is crucial for the growth and development of our community.

This project enables infrastructure improvements assuring continued care and maintenance by our workers. The improvement will allow for daily commuting and transportation of goods and services because the personnel and equipment are working in an improved environment.

I kindly request that you consider this letter as an endorsement of the Carroll County Highway Department Capital Improvement Project and as a testament to the widespread support it has.

Thank you for your time and consideration. If you have any questions or need further information, please do not hesitate to contact me.

Sincerely,