



COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
KC Historic Courthouse; 3rd Floor Courtroom;
109 W. Ridge Street, Yorkville
Thursday, October 15, 2020 at 4:00 PM
AGENDA

1. **Call to Order and Pledge of Allegiance**
2. **Roll Call:** Scott Gryder, Amy Cesich, Matt Kellogg, Scott Gengler, Judy Gilmour, Audra Hendrix, Matthew Prochaska, Robyn Vickers, Elizabeth Flowers, Tony Giles
3. **Approval of Agenda**
4. **Department Heads and Elected Official Reports**
5. **Old Business**
 - *Discussion and Approval of Kendall County Procurement Ordinance*
6. **New Business**
 - *Discussion and Approval to Enter into a Three-Year Agreement for Services with "The Sheriff App" with an Initial Cost of \$23,980 and with Annual Maintenance Costs of \$8,990*
 - *Discussion and Approval of C-Pace Program with the Illinois Energy Conservation Authority NFP*
 - *Discussion of Metronet p2p Fiber Connection from Main Campus to COB and Highway -*
 - *Discussion and Approval of GIS Analyst Job Description*
 - *Discussion and Approval of Kendall County Facilities Management Department vehicle disposals as follows:*
 - a. *Approve Stafford Auto Parts and Recycling bid for the 2001 Chevy Van in the amount of \$800.00 & for the 2007 Chevy Impala in the amount of \$500.00.*
 - b. *Approve Crispin Auto bid for the 1999 Ford Ranger in the amount of \$401.00, for the 2003 Ford F150 in the amount of \$759.00 & for the 2002 Chevy Silverado 2500 in the amount of \$859.00.*
 - *Approve Change Order #2 with Lite Construction in the amount of \$27,043.00 to add the Health & Human Services Facility to the Card Access System at the County Office Building*
 - *Discussion of County Memberships and Dues*
7. **Public Comment**
8. **Questions from the Media**
9. **Chairman's Report**
10. **Review Board Action Items**
11. **Executive Session**
12. **Adjournment**

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If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630- 553-4171, a minimum of 24-hours prior to the meeting time

**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
MEETING MINUTES
Thursday, September 10, 2020**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order at 4:01p.m. by County Board Chair Scott Gryder, who led the Pledge of Allegiance to the American Flag.

ROLL CALL:

Attendee	Status	Arrived	Left Meeting
Scott Gengler		4:02p.m.	
Judy Gilmour	Here		
Scott Gryder	Present		
Audra Hendrix	Here		
Matt Kellogg	Present		
Matthew Prochaska	Here		
Robyn Vickers	Here		
Amy Cesich	Present		
Elizabeth Flowers		5:20p.m.	
Tony Giles	ABSENT		

Others Present: Matt Asselmeier, Scott Koeppel, Jim Smiley

APPROVAL OF AGENDA – Member Hendrix made a motion to approve the agenda with the amendment to move the PBZ item before the Admin HR item, second by Member Vickers. With eight members present voting ave to the amendment, the motion carried by a vote of 8-0.

Chairman Gryder gave a brief history of the Kendall County Historic Courthouse.

OLD BUSINESS – Scott Koeppel reported that the City of Yorkville had eleven businesses approved and awarded grants by the Downstate Small Business Stabilization Grant Program.

NEW BUSINESS

Northwest Water Planning Alliance Update - Pete Wallers, President of Northwest Water Planning Alliance, provided information on the Regional and Sub-Regional efforts, the issues and challenges the County is facing such as declining water levels in the deep sandstone, rising chloride levels in the shallow aquifers, and aging infrastructure. Mr. Wallers stated that the sandstone aquifers have been tapped for almost 150 years. Additional challenges with water level declines in deep aquifers might result in some industrial and private wells going dry, lower water levels requiring higher amounts of energy to pump water, flow rate of wells likely to decline because of casing limitations on motor size, water quality in aquifer likely to deteriorate; could force additional treatment, and no back-up water supply for future generations.

From the PBZ Committee:

- *Discussion of Petition 20-14 Request from the Kendall County Regional Planning Commission for Text Amendments to the Kendall County Zoning Ordinance Pertaining to Removing Typographical Errors, Confusing and Conflicting Language, and Related Updates as Outlined in the Packet* – Member Prochaska reported that this project started several years ago and that there are proposed minor changes to the ordinance. Matt Asselmeier summarized he proposed changes to the petition that came from the Planning, Building and Zoning Committee, and said there were no objections from any municipality. **Member Cesich made a motion to remove Section 406, line 5 of the ordinance, second by Member Kellogg. With eight members present voting aye, the motion carried by an 8-0 vote.**

Member Flowers entered the meeting at 5:20p.m.

Member Prochaska made a motion to amend the motion and to forward to the September 15, 2020 County Board meeting for final approval, second by Member Gilmour. With nine members present voting aye, the motion carried by a vote of 9-0.

From the Admin-HR Committee:

- *Discussion of Employee Handbook Update- County Administrator Direct Oversight of Department Heads* – Mr. Koepfel reviewed the proposed handbook changes with the committee. **Member Prochaska made a motion to approve the Employee Handbook updates, second by Member Kellogg. With nine members present the motion carried by a vote of 9-0.**

Member Hendrix made a motion to forward the item to the September 15, 2020 County Board meeting for final approval, second by Member Flowers. With nine members present voting aye, the motion passed by a 9-0 vote.

- *Discussion of a Resolution Requiring Employees and Visitors to Wear Masks While in Common Areas of any Kendall County Building* – Mr. Koepfel provided information on the resolution.

Suggested changes:

1. Define “Kendall County Buildings” as County Office Building, Historic Courthouse and Highway Department throughout the document
2. Change the word “shall” to the word “should” in the sentence “Now, Therefore, Be It Resolved by the Kendall County Board, that all employees and visitors *should* follow mask and social distancing....”

Member Gengler made a motion to forward the Resolution Requiring Employees and Visitors to Wear Masks While in Common Areas of the County Office Building, Historic Courthouse and Highway Department to the County Board for approval, second by Member Prochaska. With nine members present voting aye, the motion carried by a 9-0 vote.

Proposed County Seal Change Discussion – Mr. Koepfel presented the latest versions of the proposed County Seal changes to the committee. Discussion on colors, design, and items that would be printed with either color or black and white; and uses on flags, stationary, maps, and other County documentation. **Mr. Koepfel stated that the next step would be to adopt an ordinance changing the County Seal. Mr. Koepfel was tasked with creating the Ordinance for a future County Board meeting.**

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA – Jim Wyman, WSPY News asked who would enforce the Mask Resolution for County Employees.

CHAIRMAN’S REPORT – No report

REVIEW BOARD ACTION ITEMS – Chairman Gryder asked the committee to review the draft County Board agenda.

EXECUTIVE SESSION – Not needed

ADJOURNMENT – Member Kellogg made a motion to adjourn the meeting, second by Member Prochaska. **With nine members voting aye, the meeting was adjourned at 6:05p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

COUNTY OF KENDALL, ILLINOIS
SPECIAL Committee of the Whole/Finance Committee
BUDGET PRESENTATIONS
Wednesday, September 16, 2020

MEETING MINUTES

1. **Call to Order:** Chairman Gryder called the meeting to order at 8:30a.m.
2. **Board Members Present:** Scott Gryder - Here, Audra Hendrix - Here, Matt Kellogg - Present, Matthew Prochaska - Here, Amy Cesich - Present, Robyn Vickers - Here, Scott Gengler - Here

Board Members Absent: Elizabeth Flowers, Tony Giles, Judy Gilmour

Others Present: Latreese Caldwell, Scott Koeppe

Chairman Gryder turned the meeting over to Finance Chair Matt Kellogg for the Budget Presentation portion.

Ms. Caldwell provided a quick overview of the current levy and general fund deficits, the PTELL Calculations, the General Fund Revenue Summary, and the General Fund Expenditure Summary. Ms. Caldwell reminded the committee that the budget parameters set were a flat percent increase for all departments/offices, and a 2.5 percent increase for salary increases. Ms. Caldwell reported the current deficit as \$3,137,146.

3. Budget Presentations

University of Illinois Extension Office for DuPage, Kane, and Kendall Counties – Deanna Roby-Vorgias reported they have a staff change due to one retirement, resulting in lower salary for the replacement employee who begins on October 5, 2020. Ms. Roby-Vorgias stated that the University employees will receive a zero percent salary increase this year, they have a slight increase in their rent, and revenue has decreased.

County Clerk, Recorder, and Voter Registration – Ms. Gillette noted that they have had a slight increase in birth certificates, but not much else has changed in the expenditures.

Ms. Gillette reported 2020 will be expensive because of the Election, and many vote by mail ballots at a cost of just over \$5.00 each. Ms. Gillette indicated that she did not anticipate the additional postage costs for Vote by Mail but has allotted \$20,000 for that mailing that can begin on September 24, 2020.

Ms. Gillette reported that they have increased revenue due to the HAVA - Help America Vote Grant.

Ms. Gillette stated that two employees are not able to keep up with the mandatory requirements of the Voter Registration Office, and that she is requesting the addition of

three positions: Director of Elections, Voter Registration Clerk and Chief Deputy of Elections. Ms. Gillette stated the Director and Deputy Clerk positions would be non-union positions, but the Deputy Clerk position would be a union position. Discussion on the salary and the budget line items. Ms. Gillette stated that she is seeking grant funding for overtime and temporary help that she hired to assist with the demand of Vote by Mail correspondence.

Assessment – Mr. Nicoletti reported that his budget increases included mileage for training and postage. Mr. Nicoletti stated that he was decreasing the publication line item for this fiscal year. Mr. Nicoletti did increase his salary by 2.5 percent, and that there was a 3 percent increase for the unionized clerk salaries for this fiscal year.

Member Gengler left the meeting at 9:35a.m. and reentered the meeting at 10:30a.m.

Treasurer's Office – Ms. Ferko reported that most accounts remain the same. Salary increases are 2.5 percent. Ms. Ferko stated she hopes to change the part-time Deputy Treasurer position to full-time to allow this employee to be trained, and then responsible for maintaining the grant reporting for her office. Ms. Ferko stated this was a much needed change, and would only be an increase to her budget of \$7,000.

Ms. Ferko reported that she is lowering the Interest Income and the IMRF Fund Balance to \$1.7 million this fiscal year. Discussion followed.

Health Department – Ms. VanGundy reported that employees currently receiving a salary of less than \$50,000 will receive a four-percent increase, and personnel with a salary over \$50,000 will receive a three-percent increase.

Katy Williams, Health Department Fiscal Director reported on the increase in the Behavioral Health revenues, and said there will be an increase in the Cellphone and advertising expenditures this fiscal year.

Board of Review - Pam Geigenheimer stated that the only increase to her budget would be the 2.5 percent increase in salaries, and that everything else would remain the same.

Highway – Mr. Klaas summarized the three funds that receive revenue from property taxes: County Highway, County Bridge and Federal-Aid Matching, and stated that for the thirteenth year in a row, they plan to keep that combined levy at two million. Mr. Klaas said that nine to ten million goes back into projects.

Mr. Klaas reported that Ginger Gates, Administrative Assistant would be retiring at the end of 2021, and would be working on a part-time basis due to her accumulated vacation and personal time. Mr. Klaas said his plan is to hire a new Administrative Assistant in early 2021 at a lower salary of \$61,000, who would work closely with Ms. Gates for one full year. Discussion followed on the proposed salary increase for non-union positions.

PBZ – Mr. Koeppel stated there's a 2.5 percent salary increase to the Code Official and Senior Planner; and a 3.2 percent increase to the Part-Time Secretary due to the minimum wage requirements. He also noted there would not be a salary increase for the part time

Code Enforcement Officer position. Mr. Koeppel stated they did include an intern position in the FY2021 budget, and that revenues have decreased approximately 2.5 percent.

Administrative Services - Mr. Koeppel stated that the overall budget remained flat as requested by the Finance Committee, that his salary increase would be 4 percent increase due to his new contract, and the other positions in the department would receive a 2.5 percent salary increase. Discussion on the proposed increase in the postage line item, and the additional postage needed for the unexpected Vote by Mail mailings in 2020.

Kendall Area Transit - Mr. Koeppel reported that funds received for KAT are basically a pass-through from Kendall County to the DeKalb Voluntary Action Center which spearheads the Kendall Area Transit Program. Mr. Koeppel stated that KAT is funded by the General Fund and the Senior Levy fund. Kendall Area Transit receives DOAP, Section 5311 and Section 5310 funds from the state.

Economic Development – Mr. Koeppel stated that Economic Development funds used toward EDC work by Mr. Koeppel and Ms. Caldwell salaries remains flat. Discussion on the work being done by Thomas P. Miller and Associates for Kendall County businesses affected by Covid-19.

County Board – Mr. Koeppel stated that the FY21 County Board budget reflects the end of Per Diems, and the beginning of salaries for the County Board, which explains the largest increase in this budget. Mr. Koeppel explained the \$40,000 proposed for the lobbyist, and the possibility of sharing that lobbyist and the cost with the Village of Oswego, the Village of Montgomery, and the City of Yorkville.

Mr. Koeppel indicated that final Health Insurance renewal rates will be presented to the Admin HR Committee in October, but that the increase is currently reported as an increase of 22 percent. Mr. Koeppel stated that The Horton Group continues negotiations with Blue Cross Blue Shield and hopes to have a lower rate increase.

Animal Control – Mr. Koeppel reported that revenue remains flat, and expenditures are reduced. Mr. Koeppel reported employee salary increases at 2.5 percent as requested by the Board.

KC Soil & Water District – Butch Konicek, Soil & Water Conservation District Chairman, introduced his new staff, Alyse Olson, Conservationist, Ariel Beauchamp, Education Coordinator, and Julie Brown, Administrative Coordinator. Mr. Konicek stated that some benefits funding provided last year hopefully ensures guaranteed funding for benefits this year. Mr. Konicek also noted that they estimate state funding for FY21 at \$40,000, but that grant has not been funded as yet. Mr. Konicek said the district relies on a partnership with NRCS for monthly rent payments. Due to Covid-19 and e-learning, there has been an increase in the Education Program Expense budget line to accommodate staff technology needs, and online classes.

Coroner's Office – Coroner Purcell reviewed her proposed FY21 budget with the committee stating a 2.5 percent salary increase for the Coroner and Chief Deputy Coroner. Ms. Purcell also reported an increase in the Bio-Hazard Waste pick-up fees, because they have changed to monthly pick-up instead of bi-monthly pick-up.

Discussion on the part-time assistant and deputy fees. Ms. Purcell said that Assistant pay is \$18-20 per hour, and Deputy pay is \$25 per hour.

Technology – Director Kinsey reported he increased Technology Services salaries were increased 2.5 percent. Mr. Kinsey reported decreases in the Copier Expense line due to contract negotiations for a reduction of costs.

GIS - Ms. Berganti reviewed the GIS Revenues and Budget with the committee, and reported an increase in the revenue line due to the GIS fee and Map fee increase for the County. Ms. Berganti shared her reasons for the 4.8 percent salary increase for the staff, stating they are going above and beyond assigned duties and updating the GIS technology to be more efficient for citizens and staff. Discussion on the pros and cons of GIS staff permanently working from home, any inconvenience to citizens, and how staff is able to work remotely with County offices and departments.

Sheriff's Office – Sheriff Baird began by stating they had summarized their budget revenues, expenditures and requests. Sheriff Baird said they worked very hard to maintain a strong public safety service when working on the FY21 budget. FY 20 was an exceptionally challenging year for them due to Covid and civil unrest, however they made some changes in procedures, practices and enhanced technology usage to ensure they maintain the highest level of service to Kendall County. Baird stated the most importantly they have evaluated these changes and identified ways to continue to improve their public safety services and reduce costs where appropriate.

The Sheriff reviewed revenue projections for FY21: Inmate Housing \$2,171,750; Inmate Transport Fee \$63,232; Federal Inmate Mileage Reimbursement \$ 6,578; Fines & Fees \$312,174. Giving the overall estimate for Revenues of: \$2,553,734, or \$38,456 over the budgeted revenues for FY20. If the proposed fee increases are implemented, there would be \$47,476, increasing the projected overall revenue to \$2.6 million. The fees increase would only cover the costs.

Undersheriff Bobby Richardson focused on the Sheriff's budget of \$6,766,967 or an increase of \$603,650 compared to FY20. Salaries proposed are \$6,262,575 or an increase of 9.94 percent, compared to FY20.

Undersheriff Richardson stated they are requesting the addition of an Inspector General position with an annual salary of \$80,000 that would serve as an independent observer of law enforcement activities and bring the highest level of accountability to the Sheriff's Office. This position would only report to the Sheriff, The Human Resources Manager, and the Sheriff's Merit Commission.

Undersheriff Richardson reviewed the proposed increased operating costs and expenditures for conferences and dues; Cell Phones, contractual services/consultants, equipment maintenance, uniform expenses, drug testing and employee recognition. Richardson said they project decreases in operating expenses for postage, training, vehicle maintenance, printing, police supplies, weapons/ammunition and the Major Crimes Task Force.

Chief Deputy Mike Peters reported on the Corrections budget of \$4,994,459, an increase of .59 percent compared to FY20. Peters reviewed proposed salary budget decrease to \$4,407,191 in FY21.

Peters also reported on the increase in the clerical line due to the proposed additional salary for an Electronic Home Monitoring (EHM) Coordinator civilian position with a salary of \$60,000. This position has been handled in the Court Services Office prior to this request.

Peters reported an increase in the contractual services/consultant line of \$95,075, an increase in the food service line of \$8,283, the additional cost of \$12,000 for a mail scanner, decreased audits of \$14,000, and decreased medical expenses of \$1,788 and increase prisoner transport of \$9,428.

Undersheriff Richardson reviewed the Merit Commission increase budget by \$45,298 primarily due to the Sheriff's Office need to conduct promotional assessments, and the addition of specific testing for new hire deputies.

4. **Public Comment** – Todd Milliron, Yorkville, shared his ideas for budget reductions.
5. **Questions from the Media** – None Present
6. **Action Items for the County Board** - None
7. **Items for the Committee of the Whole** – None
8. **Executive Session** – Not needed

Member Vickers left at 1:52p.m.; Member Gryder left at 2:03p.m.

9. **Adjournment** – The meeting adjourned at 2:06p.m. due to lack of a quorum.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant & Recording Clerk

**COUNTY OF KENDALL, ILLINOIS
SPECIAL Committee of the Whole
BUDGET PRESENTATIONS
Friday, September 18, 2020**

MEETING MINUTES

Call to Order: Chairman Gryder called the meeting to order at 8:32a.m.

Board Members Present: Scott Gryder - Here, Judy Gilmour - Here, Matt Kellogg - Yes, Matthew Prochaska - Here, Amy Cesich - Present, Robyn Vickers – Here

Member Scott Gengler arrived at 8:35a.m.

Board Members Absent: Elizabeth Flowers, Tony Giles, Audra Hendrix

Others Present: Latrese Caldwell, Scott Koeppel

Chairman Gryder turned the meeting over to Finance Chair Matt Kellogg for the Budget Presentation portion.

Ms. Caldwell provided a quick overview of the current levy and general fund deficits, the PTELL Calculations, the General Fund Revenue Summary, and the General Fund Expenditure Summary. Ms. Caldwell reminded the committee that the budget parameters set were a flat percent increase for all departments/offices, and a 2.5 percent increase for salary increases. Ms. Caldwell reported the current deficit as \$3,137,146.

BUDGET PRESENTATIONS

Chris Mehochko, *Regional Office of Education* – Mr. Mehochko reviewed his proposed budget with the committee and stated that the majority of his budget is salary and benefits. Mr. Mehochko stated that Grundy County pays all non-personnel expenses, and Kendall reimburses their percentage, and Grundy pays forty-percent of salary, IMRF and SS expenses. Kendall County pays all medical and dental benefits, and Grundy reimburses their percentage. Kendall pays sixty-percent of salary, IMRF and SS expenses.

Jennifer Gilbert, *CASA* – Ms. Gilbert updated the committee on changes in the system due to Covid. The program cancelled all fundraising events for the year. She reported they have approximately 100 children in the program now, and there is a change in the reason for children coming into care due to increased danger, violent acts, police involvement, and immediate need. There is also a major need for additional volunteers and training to meet the needs of the children. They've conduct most service via zoom meetings on a weekly basis, unless the child did not have internet access, the Director or Volunteer Director would do an in-person visit outside with the child/family.

Ms. Gilbert said that they will now have five people working in their 12' x 12' office, and there is no privacy, or social distancing possible, or space for children to visit with their family in a supervised area. They are not allowed to utilize the Courthouse after the business hours due to lack of security and public access. Ms. Gilbert has reached out to the Village of Oswego but was told the Village didn't think it would be a good fit for that purpose. Ms. Gilbert stated that eighty percent of their budget is only possible through fundraising efforts and generous donations. Ms. Gilbert stated they will be hosting a virtual and a zero 5K race online, as well as an online Christmas Gift Basket raffle prior to the holidays. Both can be found on the CASA website. Ms. Gilbert also stated that Kendall County Board funding is critical to CASA Kendall County's ability to hold volunteer training, recruiting efforts, and advocate at the highest possible level for Kendall County children.

Eric Weis, State's Attorney's Office – Eric Weis brought three areas to the attention of the Committee. Mr. Weis first stated that he is supportive of the Child Advocacy Services Center, the Domestic Violence Response Team up and running since January 1, 2020, with one dedicated detective to the program with no cost to the County or Sheriff's Office, and the last is his support of transferring the GPS Monitoring System to the Sheriff's Office from Court Services. Mr. Weis stated that although these do not affect his budget, they do affect his office directly. Mr. Weis reported a three percent increase across the board for his staff, and the addition of an annual "uniform allowance" for his Assistant State's Attorneys due to the court dress policy requirements. Mr. Weis also explained the stipends that he pays to his ASA's for being on-call for one week, weekend bond calls, and for the civil division to attend County meetings on a regular basis.

Chad Lockman, Veteran's Assistance Commission of Kendall County (VACKC) – Mr. Lockman stated that the efficiency of the VAC continues to increase, more veterans are being served, there is an enormous amount of money brought into the County through veterans benefits, the number of veterans asking for assistance has decreased due to the job program through collaboration with local chambers.

This year's levy request is thirteen percent less or \$350,961. Due to Covid, there were eight additional veterans that came to VAC for assistance, four are back to work, and the other four are being assisted to some extent. During Covid, they were only been transporting veterans to Hines or the Clinic when absolutely necessary as determined by their physician. They are now back to full operation.

Kendall County Veterans will have been awarded over \$1.5 million in new monies alone (retroactive benefits). The annual amount brought into the County through veterans as a result of VAC work is \$16.5 million, or \$50.43 per tax dollar levy to the VAC.

Mr. Lockman presented a salary comparison of local Superintendent salaries to justify his salary request for himself by 4.8 percent, and the Coordinator by 8.24 percent, and zero percent for the drivers. Discussion on the driver's current salary, reasoning for not raising their salary, and funds available if they are requested for additional transportation.

Jim Smiley, Facilities Management – Mr. Smiley reviewed the proposed budget for this year, stating there is a 19 percent increase from last year primarily due to extra cleaning and extra supplies due to Covid; and the addition of a Assistant Director/Project Manager position.

Smiley reported that most of the utilities are projected to increase due to the moving of internet to his budget, and he anticipates the phone costs to decrease with the new ITB phone system and the use of the iCloud. Natural gas will remain flat, electric costs with the new solar field are not expected to have the full savings until the third year. Estimated costs for the first year of \$63,000, second year of \$134,000 and third year of \$169,000. There is an anticipated decrease of all utilities of \$1,250. overall. Smiley shows a projected electric cost overall from \$531,450 to \$386,630 by 2024. The Demand Response 5-year program for generator use on peak days provided \$31,000 in savings in the first two years.

Discussion on the requested Assistant Director/Project Manager with an estimated salary of \$70,000 (not including benefits), and internal resources that could bring savings to the County. Mr. Koepfel stated that this new employee could also assist with Technology projects as well, and this is part of the succession planning and emergency response planning for the future of this Department, and possibly postponing hiring for 6-months. This would be a non-union management position with supervisory responsibilities.

Vicki Chuffo, Public Defender – Ms. Chuffo reported a proposed three percent increase in salaries based on what the State's Attorney is asking, and the other line items will remain flat. Ms. Chuffo's salary increased because the State's Attorney's salary increased.

Robyn Ingemunson, Circuit Clerk – Robyn Ingemunson reported that with the pandemic, the fines and fees have decreased substantially.

Discussion on the substantial salary increase for the deputy clerks, the decrease of case filings, Ms. Ingemunson stated that she did not furlough any employees during the shut-down because the workload remained the same with the addition of e-filings, extra mailings, and extra projects such as records disposal.

Ms. Ingemunson stated the Court Automation fund after salaries and maintenance fees to JANO, would have fallen to \$39,000, causing her to move all salaries but two Child Support employees, back to the General Fund. Ms. Ingemunson reported a three percent salary increase for non-union employees, but thinks that everything else remained the same.

Alice Elliott, Court Services/Probation – Ms. Elliott stated that she doesn't have a lot of changes this year, but began with the Family Violence Coordinating Counsel which is simply a pass-through.

Ms. Elliott reviewed the Probation Service Fee fund anticipates lower revenues because offenders are now paying directly to the provider and not to Court Services.

Ms. Elliott reported that AOIC allocations increased to \$786,830, an increase to the General Fund of \$274,000 over last year's allocation. This is the result of moving County funded positions to AOIC funded positions, and she anticipates moving additional positions over to AOIC when possible.

Discussion on the transfer of the GPS Monitoring Officer position switching from Court Services to the Sheriff's Office. Ms. Elliott stated that in the domestic violence situations, they have more that are ending up on GPS monitor, and that has increased dramatically during the quarantine and Covid. The increases in GPS monitoring has caused concerns about victim safety in the community. Ms. Elliott said that the mission is facility behavioral change with offenders to promote public safety, or address behaviors that are bringing someone into the system, and the Sheriff's Office is better suited to respond to victim safety quickly in the community. It has been her contention that Court Services is not providing the level of safety for these domestic violence cases, although the State's Attorney's Office continues to keep the victims engaged as part of the Domestic Violence Response Team. Ms. Elliott stated that after meeting with the state, the Sheriff's Office, and the Judiciary Office, they are all on the belief that it is better for the Sheriff's Office to take on this project.

Ms. Elliott stated that the County would retain the AOIC grant funding if she is allowed to redirect services to target high risk juvenile offenders that can work through and address those high risk cases that are causing the increased detention dollars, and are the people more likely to be in juvenile placement. If the GPA position went to the Sheriff's Office budget, she would not need to hire an additional employee to serve in this Juvenile area.

Sheriff Baird stated that the position in the Sheriff's Office would be a civilian coordinator exempt non-union position, however all of the responsibilities qualify and they would have to use some of the Sheriff's Office staff to accomplish all of these responsibilities. The estimated salary would be \$60,000.

Judge Robert Pilmer, *Judicial Office/Law Library/Drug Court* –Judge Pilmer stated that the Jury Commissioner budget shows a small salary increase. They have reinstated the jury trials, but have been limited to the number they can have at one time, and continue to social distance and limit the number of potential jurors that are in the same area together.

Judge Pilmer said there was a slight increase in the Bailiff line in accordance with the County's guidelines, and there was also a small increase in the salary for the Court Administrator.

Judge Pilmer reported there was an increase in the Conference line and since Kendall County will not host the 2nd Appellate Conference semi-annual conference in November 2020 due to the Pandemic, they still have the obligation to host this event in the future. Judge Pilmer said there is a decrease in the Law Library fund, as discussed in prior years. They are discussing an increase of fees that are assessed by the Circuit Clerk on new filings to cover some of this fund.

Judge Pilmer stated that the Mental Health Treatment Court application for certification has been submitted to the Administrative Office of Illinois Court, and with approval they hope to begin in October or November that court process.

Judge Pilmer reported that the Drug Court is fully funded by the AOI grant, and working well. Many of their operations were transferred online during the beginning of Covid, but is now fully operational.

Discussion on the FY20 Pre-paid postage budget of \$25,500 and why it wasn't utilized in that fiscal year. Judge Pilmer will research and report back to the committee.

Liz Holmberg, 708 Mental Health Board – Ms. Holmberg introduced herself as the acting President of the 708 Mental Health Board, and said that by state statute they are responsible for distributing funds on behalf of the County to eleven agencies for direct services for mental health, developmental disabilities and substance abuse. Ms. Holmberg stated they moved the money from the Oswego Seniors to the Senior Services, Association, due to some transitional issues, and they are going to encourage them to submit an application next year. They felt the Oswego Senior Center wouldn't be able to utilize the funds for direct services this year due to the transition.

Ms. Holmberg said they are a group of seven volunteers and are seeking one additional person to serve on the Board. Ms. Holmberg said that one of their goals is to improve the grant application and have it more aligned with what other communities are using. One other goal is working to get a good timeline so that money is requested, mid-year reports are completed, and everything is aligned with when money is actually received by the agencies and everyone is onboard and up to speed so they can make a meaningful contribution. Ms. Holmberg will email the agency requests to the committee for review as they consider the budgets. The Board also hopes to visit the agencies on a routine basis.

Adjournment – The meeting was adjourned at 2:06p.m. due to lack of a quorum.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant & Recording Clerk

**COUNTY OF KENDALL, ILLINOIS
SPECIAL COMMITTEE OF THE WHOLE/FINANCE COMMITTEE
MEETING MINUTES
Thursday, September 24, 2020**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order at 4:01p.m. by County Board Chair Scott Gryder, who led the Pledge of Allegiance to the American Flag.

ROLL CALL:

Attendee	Status	Arrived	Left Meeting
Scott Gengler	Here		
Judy Gilmour		5:03p.m.	
Scott Gryder	Present		
Audra Hendrix	Here		6:56p.m.
Matt Kellogg	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		
Amy Cesich	Present		6:45p.m.
Elizabeth Flowers		5:35p.m.	
Tony Giles	ABSENT		

Others Present: Latreese Caldwell, Scott Koeppel

APPROVAL OF AGENDA – Member Gengler made a motion to approve the agenda, second by Member Prochaska. With eight members present voting aye to the amendment, the motion carried by a vote of 8-0.

OLD BUSINESS – None

NEW BUSINESS

From Law, Justice and Legislation:

- *Discussion of Fee Study Results and Recommendation to Increase Sheriff's Fees and the Taking of Bond Fees* – Mr. Koeppel briefed the committee on the information provided by Sheriff's Office personnel regarding fee increases and the taking of Bond fees. Ms. Vickers reported that the fee increase will simply cover the Sheriff's costs.
Motion made by Member Prochaska, second by Member Gilmour to forward the item to the October 6, 2020 County Board meeting for approval. With seven members present voting aye, the motion carried.
- *FY21 Budget Discussion* – Ms. Caldwell updated the committee on the suggested changes to the proposed budget following the budget hearings last week.

Member Kellogg updated the committee on discussions that he's had with Elected Officials and Department heads in the hopes to reduce the deficit in the last week that resulted in some of the changes.

Discussion on the committee reviews of each department and office budget, salary increases, requests for new positions, areas where further cuts could occur, and sending the budgets back to Department Heads and Elected Officials and asking them to comply with the Board's guidelines of no more than 2.5 percent salary increase, and a flat budget for everything else.

There was consensus by the committee to finalize a tentative FY21 Budget for publishing with the County Clerk, at a Special Committee of the Whole/Finance meeting on Thursday, October 1, 2020 at 4:00p.m.

Elizabeth Flowers entered the meeting at 5:35p.m.

Technology Director Matt Kinsey briefed the committee on a proposed purchase of Imaging Software at a cost of approximately \$16,000 for a 3-year contract, that will enable Technology personnel to set-up laptops in a more efficient and timely manner for department and office personnel. **There was consensus by the committee to forward the item to the October 6, 2020 County Board meeting for discussion and approval.**

PUBLIC COMMENT – Todd Milliron, Yorkville

QUESTIONS FROM THE MEDIA – None

ITEMS FOR THE OCTOBER 6, 2020 COUNTY BOARD MEETING

- *Approval of Claims in an amount not to exceed \$953,094.75*
- *Approval to Increase Sheriff's Fees and the Taking of Bond Fees*
- *Approval of Technology Services Purchase of Imaging Software and a three-year contract at a cost of \$16,000*

EXECUTIVE SESSION – Not needed

ADJOURNMENT – Member Gilmour made a motion to adjourn the meeting, second by Member Prochaska. With seven members voting aye, the meeting was adjourned at 7:01p.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

KENDALL COUNTY PROCUREMENT ORDINANCE

ARTICLE I - GENERAL PROVISIONS

PART A - PURPOSE AND APPLICATION

1. PURPOSE

- a. The underlying purpose and policies of this ordinance are to:
 1. manage the procurement process in accordance with the law;
 2. spend taxpayer's money wisely and fairly;
 3. make the most efficient use of taxpayer dollars;
 4. provide public confidence in the County's procurement process;
 5. obtain the greatest value in making purchases;
 6. protect against fraud and favoritism;
 7. allow for competitive pricing in the procurement of materials, supplies, equipment, services, construction and construction related services;
 8. encourage competitive selection and allow for all responsible bidders to receive proper consideration;
 9. maintain an atmosphere that encourages openness and transparency in purchasing, and;
 10. ensure that all purchases are done in accordance with applicable ethics laws and ordinances.
- b. To the extent permitted by law, Kendall County will promote economic development within the County by encouraging the participation of Kendall County businesses, by providing equal opportunity for minority and women-owned businesses, and for veterans, and by applying environmentally sound practices in the procurement process.
- c. This ordinance shall be constituted and applied to promote its underlying purpose and policies as articulated herein.

2. APPLICATION

- a. The Kendall County Purchasing Ordinance applies to contracts for procurement of Materials, Services, Supplies, Equipment, Construction, Construction related Services and Professional Services, which are entered into by Kendall County and its departments after the effective date of this Ordinance.
- b. The Ordinance shall apply to every expenditure of public funds by any and all Kendall County departments for public purchasing irrespective of its source, except as may otherwise be provided for by Federal or State law, Federal or State regulation, County of Kendall Ordinance or administrative policy.

- c. This Ordinance shall not be mandatorily applied to purchases by elected officials who are not statutorily required to purchase in compliance with County policies which may affect the control of the internal operations of his/her office or for whom purchases are not made by the County itself, as may be dictated within the Illinois Counties Code (55 ILCS 5/1 *et seq.*). To that end, the following elected officials, pursuant to statute, shall control the internal operations of their office and procure equipment, materials and services necessary to perform the duties of their office, without being subject to this purchasing ordinance:
 - 1. The County Clerk (See 55 ILCS 5/3-2003.2)
 - 2. The State's Attorney (See 55 ILCS 5/3-9006)
 - 3. The County Treasurer (See 55 ILCS 5/3-10005.1)
 - 4. The County Auditor (See 55 ILCS 5/3-1004)
 - 5. The County Recorder (See 55 ILCS 5/3-5005.2)
 - 6. The County Coroner (See 55 ILCS 5/3-3003)
 - 7. The County Sheriff (See 55 ILCS 5/3-6018)
- d. When procurement involves the expenditure of State or Federal assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory State and/or Federal laws.
- e. Nothing in this Ordinance shall prevent any County agency from complying with the terms and conditions of any grant, gift, bequest or cooperative purchasing agreement that is otherwise consistent with law.
- f. Nothing in this Ordinance shall be construed as to restrict purchasing by the Emergency Management Agency of Kendall County during response to emergencies or disasters as outlined and authorized pursuant to Kendall County Ordinance 05-40 and the Illinois Emergency Management Agency Act (20 ILCS 3305/1 *et seq.*).
- g. The County may adopt administrative procedures to ensure compliance with all bidding requirements including procedures that may be more restrictive than required by State statute.
- h. This Ordinance does not apply to the procurement of legal services, with the exception of Article II (a) (7) below.

3. REQUIREMENT OF GOOD FAITH

This Ordinance requires all parties involved in the procurement, negotiation, performance or administration of Kendall County contracts to act in good faith.

4. SEVERABILITY

If any provisions of this Ordinance or application thereof to any person or circumstances are held invalid by the Courts, such invalidity shall not affect the other provisions or

application of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

5. SINGULAR – PLURAL AND GENDER RULES

Words in the singular number include the plural, and those in the plural include the singular. Words of a particular gender include any gender and the neuter, and when the senses indicate, words of the neuter gender may refer to any gender.

6. PROPERTY RIGHTS

Receipt of a Solicitation or other Procurement document, or submission of any response thereto, or other offer, confers no right to receive an award or Contract, nor does it obligate Kendall County in any manner.

PART B - DEFINITIONS

The word(s) defined in this section shall have the meanings set forth below whenever they appear in this ordinance. Otherwise, words shall have their common meaning as defined in the Merriam-Webster dictionary.

1. **Competitive Selection:** A process whereby public solicitation is used to select the most qualified and lowest responsible provider of Materials, Equipment, Supplies, Services, Construction, and Construction related Services. Methods of Competitive Selection include Invitation for Bids, Requests for Proposals (RFP's), Request for Qualifications and Multiple Price Quotations.
2. **Construction:** The process of building, altering, repairing, improving, or demolishing any structure or building or other improvements of any kind to any real property.
3. **Contract:** Any and all types of County agreements regardless of what they may be called, which entail the procurement of materials, supplies, equipment, services, construction and construction related services. Such contracts include, but are not limited to, payment vouchers, purchase orders, task orders, maintenance contracts, service contracts, systems contracts, oral agreements, etc.
4. **Contractor:** Any person or entity who is a party or beneficiary of a contract with the County or through a using agency thereof.
5. **Cooperative Purchasing:** Cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government procurement units and open-ended state/national government procurement unit contracts, which are made available to other government procurement units after having been bid by another government procurement unit(s) where required. Where a bid by one using department has established a purchase price, other departments may enter into a contract based on that bid, but only to the extent that the combined purchases are

within the limits of the original bid amount or the estimate provided in the original bid.

6. **County Contracting Authority:** The person authorized, pursuant to this Ordinance or designation by vote of the Kendall County Board, to enter into a contract or agreement, which shall bind the County to the purchase of any materials, services, supplies, equipment, construction, construction related services and professional services.
7. **County Department:** A County officer, employee, department, office of, or agency whose purchasing authority is subject to the Kendall County Board.
8. **Elected Official:** For purposes of this ordinance, Elected Official may include: Clerk of the Circuit Court, County Auditor, County Board Members, County Clerk, County Coroner, County Treasurer, County Recorder, County Sheriff, and States Attorney.
9. **Employee:** Individuals, including elected and appointed officials, providing services for the County and drawing a salary from the County.
10. **Equipment:** Goods that are purchased or used by a County department that are not materials or supplies that are not expendable except through depreciation or wear and tear, and do not lose their identity or become integral parts of other items or installations.
11. **Invitation For Bid:** The process by which the County requests information from bidders, including all documents, whether attached or incorporated by reference, used for soliciting bids.
12. **Multi-Year Contracts:** Procurement contracts extending more than one year.
13. **Parent committee:** The Committee established by the Kendall County Board and which is charged with the oversight of the requesting County Department.
14. **Person:** Any individual or group of individuals, business, union, firm, corporation, trustee, partnership association, joint venture, committee, or other entity.
15. **Procurement:** The purchasing, renting, leasing or otherwise acquiring of materials, supplies, equipment, services, construction and construction related services. This includes all functions that pertain to obtaining any material, equipment, supplies, services, construction or construction related services, including description of requirements, selection and solicitation of sources, preparation and award of Contract, and all phases of contract administration. Procurement shall include without limitation the entering into of all contracts or agreements, whether the same are oral or written.

16. **Professional Services.** Those Services requiring special knowledge, education or skill whereby the qualifications of Persons rendering the Services are of primary importance. Contracts for architectural, engineering and land surveying services shall be issued on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable compensation as specified in 50 ILCS 510/1 *et seq.* These services are excluded from the competitive bidding selection process.
17. **Public Works Contract:** A contract for public works as defined in the Illinois Prevailing Wage Act. (820 ILCS 130/1 *et seq.*). Public works means all fixed works constructed or demolished by any public body, other than work done directly by any public utility company, whether or not done under public supervision or direction.
18. **Purchase Order:** A contract for the purchase of materials, supplies, equipment, services, construction and construction related services.
19. **Request for Proposals:** All documents, whether attached or incorporated by reference, utilized for soliciting proposals.
20. **Responsible Bidder or Offeror:** A person (firm) who has the capability in all respects to perform fully the contract requirements, and the experience, personnel, integrity, reliability, facilities capacity, equipment, acceptable past performance and credit which will assure good faith performance.
21. **Responsive Bidder:** A person who has submitted a bid that conforms in all material respects to the requirements set forth in the Invitation to bid.
22. **Services:** The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance.
23. **Shall:** Denotes the Imperative. For purposes of this Ordinance it directs mandatory action.
24. **Specifications:** Any description of the physical or functional characteristics or of the nature of a good, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing goods, services or construction projects.
25. **String Purchasing:** For purposes of this ordinance, splitting or stringing purchases is the practice of issuing multiple purchase orders or requests for purchasing like items or services, with the willful intent to circumvent the procurement ordinance's rules and/or bidding requirements. Splitting or stringing purchases will be dealt with as an impropriety and may result in withdrawal of delegated purchase authority. In addition, the person(s) responsible may be

subject to disciplinary actions, and may be personally obligated to pay for the items or services.

26. **Used Equipment:** Equipment that: a) Has been in service for at least one-half its commercially reasonable life, or if life is less than 24 months, is at least one year old; or b) is a floor or demonstration model that is offered at a price at least 25% below current market price; or c) is otherwise determined by the appropriate County department head on a case by case basis to be a bona fide used item.

PART C – BIDDING PROCESS

1. COMMUNICATION WITH BIDDER/OFFERORS

County Officers and employees shall take care to limit communication with bidders/offerors during the solicitation process so that the integrity of the competitive solicitation process is maintained. All representatives of the County shall avoid any activity that would constitute interference with contract submission and award under the Criminal Code, 720 ILCS 5/33E-6. If it is determined that a bidder/offeror received an unfair advantage from information obtained through prohibited sources or under prohibited circumstances, the solicitation may be canceled, or the bidder/offeror disqualified from participation in that solicitation request.

2. INVITATION FOR BID AND/OR REQUEST FOR PROPOSAL DOCUMENT ADDENDA AND QUESTIONS

Once the invitation for bid/request for proposal has been issued, all questions regarding that document shall be submitted in writing to the Department Head/~~Committee Chairperson/Board Chairperson~~ who is responsible for seeking the services/materials. Any and all addenda shall be issued by the Department Head/~~Committee Chairperson/Board Chairperson~~ pursuant to any alterations required in the bid document. If it is determined that a bidder/offeror received an unfair advantage from information obtained through other departments or agencies, the invitation for bid or request for proposal may be canceled.

Commented [SK1]: Deleted Committee Chair and Board Chair. Traditionally all questions and addenda have been answered by staff.

3. BID SECURITY/BONDING REQUIREMENTS

Bid security and bonding shall conform to State law at all times and the following shall be applied unless state law dictates further/alternate bonding requirements:

- a. **Requirement for Bid Security:** Bid security may be required for contracts when provided by statute or when the appropriate County contracting authority determines it is in the County's best interests. Bid security shall be a bond provided by a surety company authorized to do business in the State of Illinois, or a certified bank instrument, or otherwise supplied in a form satisfactory to the County. A letter of credit, as defined by state statute, may also be accepted.
- b. **Amount of Bid Security:** Bid security shall be in an amount not to exceed ten percent (10%) of the amount of the bid. Terms of forfeiture shall be expressed in the bid document.

c. Contract Performance and Payment Bonds: When a contract is awarded, the required bonds or security in the amount stated in the bid document shall be delivered to the County and shall become binding on the parties upon the execution of the contract.

e.d. Any Bid or RFP that requires a bid bond shall include a request for a bid bond in the Bid document or RFP.

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4. INSURANCE REQUIREMENTS

For all contracts, the contractor and all sub-contractors shall be required to maintain adequate insurance coverage for the duration of the contract. Department Head/~~Committee Chairperson/Board Chairperson~~ who is charged with oversight of the purchasing or bidding shall determine, in consultation with the States Attorney's Office & County Administration, the types and amounts of coverage that shall be required. The contractor, and all subcontractors, shall have Kendall County named as an additional insured and furnish the County with satisfactory evidence of said insurance. Further, each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County and Kendall County shall be designated as the certificate holder.

Commented [BK2]: Departments have done project oversight in recent years

Commented [BK3]: The Risk and Compliance Coordinator works with our liability broker for suggested insurance language.

5. INDEMNIFICATION REQUIREMENTS

For all contracts, the contractor, and all sub-contractors, shall be required to indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or damage to property (collectively, the "Claims"), to the extent such Claims result from work covered by the contract awarded or the contractor, and/or sub-contractor's negligent, intentional or willful acts, errors or omissions in their performance under the contract. However, there is no requirement that contractors or subcontractors indemnify Kendall County for the County's own negligence in relation to construction contracts, pursuant to the requirements of 740 ILCS 35/1 et seq.

For all contracts, the contractor and all sub-contractors understand and agree that Kendall County shall not offer indemnification to private corporations, as a unit of local government cannot legally indemnify private third parties. See Ill. Atty. Gen. Opinion No. S-589 (May 22, 1973) (An agreement for a unit of local government to indemnify a third party would constitute an extension of public credit in violation of both section 1(a) and (b) of Article VIII of the Illinois Constitution of 1970.).

6. CONTRACTOR RECORD RETENTION

For all contracts, the contractor and all sub-contractors shall be required to maintain records for a minimum of three (3) years from final payment, unless otherwise specified in the solicitation, and to make such records available for inspection by the County upon reasonable terms consistent with state law. For all contracts subject to the Illinois

Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), the contractor and all sub-contractors shall prepare certified payroll affidavits, retain records and make them available as dictated by the Act itself.

7. CONFIDENTIAL INFORMATION

If a Person (firm) believes a bid, proposal, offer, specification or protest submitted to the County contains either trade secrets or proprietary property, a statement should be included in the submission, which describes and supports their claim. The trade secrets or proprietary property must be specifically identified as the information considered confidential. Trade secrets or proprietary property are exempt from inspection and copying under the Illinois Freedom of Information Act (5 ILCS 140/7(1)(g)) when such disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business.

Entire bid submissions shall not be eligible for consideration as confidential material.

Kendall County does not represent, warrant or guarantee that any information designated as trade secrets or proprietary property will in fact be so deemed by any Court, and all bidders assume the risk that any and all information contained in a bid or proposal may not be exempt from disclosure under the Illinois Freedom of Information Act. Kendall County expressly disclaims all liability for such disclosure.

PART D – PARENT COMMITTEE & COUNTY BOARD AGENDAS

The department head seeking that a purchase be made under this ordinance shall be responsible for ensuring that the details of the purchase are properly disclosed pursuant to the Open Meetings Act (5 ILCS 120/1 *et seq.*) for inclusion in the appropriate agenda prior to seeking approval by the respective Parent Committee and/or the County Board. Failure to properly post sufficient information to reasonably advise the public of what the public body will be voting upon (including the contracting parties, dollar amounts, time duration and products/services contracted for) in an agenda shall be grounds for denial of the purchase request until such a time as the Open Meetings Act is properly complied with.

PART E – PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be public records subject to the exceptions of disclosure as provided for in the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*). Such records shall be available to the public as provided for by Kendall County policies implementing said Act.

PART F – UNAUTHORIZED PURCHASES

An unauthorized purchase occurs when materials, supplies, equipment, services, construction and construction related services or any other expense is charged to the County of Kendall by a person who has not been given such authority or under circumstances when this ordinance is applicable and not adhered to. The individual making an unauthorized purchase may incur a personal obligation to the vendor or the County for the expense incurred even though the materials or services are used for

County business. In addition, the employee/person(s) responsible may be subject to disciplinary actions or civil/criminal penalties as dictated by law.

ARTICLE II –SOURCE SELECTION AND CONTRACT EXECUTION

PART A – METHODS OF SOURCE SELECTION & PROCUREMENT PROCESS

1. DEPARTMENT LEVEL SMALL PROCUREMENTS (PURCHASES AT OR BELOW \$105,000.00)

- a. A Department Level Procurement involves the purchase of materials, supplies, equipment, services, construction and construction related services in amount at or below \$105,000.00.
- b. Condition of Use: These purchases are limited in frequency related to individual commodities and services. Contract requirements shall not be artificially divided or done in a string purchasing manner so as to constitute a small procurement or evade the competitive procurement requirements for amounts in excess of \$105,000.00.
- c. Minimum Requirements: Procurements up to \$105,000.00 may be obtained in a way that it is in the best interest of the County as determined by the appropriate department head or Elected Official. The payment of these purchases will be made following their presentation to the Finance Committee.
- d. The department head or Elected Official is authorized to sign any contract or agreement regarding purchases at this procurement level after receipt of all the contractually required documentation.

2. ~~COMMITTEE LEVEL~~ COUNTY ADMINISTRATOR & ENGINEER APPROVED PROCUREMENTS (PURCHASES BETWEEN \$105,001.00 AND \$2914,999.99)

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- a. A ~~Committee Level~~ County Administrator & Engineer Approved Procurement involves the purchase of materials, supplies, equipment, services, construction and construction related services in amount greater than \$105,000.00 up to the Board Procurement level of \$3045,000.00 and above. Prior to submission to the ~~County Administrator or Engineer~~ County Administrator or Engineer ~~Parent Committee Chairperson~~, all such purchasing requests shall be in writing and signed by the appropriate department head or authorized signatory.
- b. Condition of Use: Any County Administrator & Engineer Approved ~~Committee level~~ procurement shall be made in accordance with the procedures authorized herein. String Purchasing is forbidden and purchases shall not be artificially divided for purposes of evading the competitive sealed bidding requirement or avoiding the necessity to procure through a County Board Level procurement process.

- c. **Minimum Quotation Requirements:** The requesting Department shall work with the County Administrator or Engineer ~~County Board Parent Committee above them~~ to validate/create the specifications for quotations and the method appropriate for quote solicitation. The ~~Committee~~ Department Head shall obtain quotations/proposals from at least three (3) vendors. If it is not feasible to obtain 3 quotes, or a sole source procurement is necessitated, a memorandum must be drafted by the requesting department's head explaining the reasoning and then submitted to the County Administrator or Engineer ~~Committee Chairperson~~ for review.
- d. **Evaluation Factors:** Evaluation factors which may justify an award to a vendor who has not provided the lowest quotation include, but are not limited to delivery, quantity, and quality requirements and past vendor performance.
- e. **Award:** Except as otherwise provided herein, award shall be made to the vendor offering the lowest responsive and responsible quotation/proposal that meets the specifications. Whenever it is determined that it is in the County's best interest to award a purchase contract to a vendor who did not submit the lowest ~~acceptable~~ responsible quotation/proposal, the reason for the determination shall be indicated in a memorandum and retained with the contract. The memorandum must document the appropriateness of the requested procurement process and approval given. Adequate records to document the competition solicited and the award determination made shall be retained with every contract awarded.
- f. The County Administrator or Engineer ~~Parent Committee Chairperson~~ is then authorized to sign any contract or agreement at this procurement level, once approved by the Committee Administrator, and after receipt of all the contractually required documentation. Appropriate bidding or memorandum procedures must also be followed.
- g. Department Heads shall submit a monthly report to their Parent Committee that includes all procurements between \$10,000 and \$30,000.

3. COUNTY BOARD LEVEL PROCUREMENTS - COMPETITIVE SEALED BIDDING (PURCHASES ABOVE \$~~3045~~,000.00)

- a. A County Board Level Procurement involves the purchase of any materials, supplies, equipment, services, construction and construction related services in an amount at or in excess of \$3045,000.00. All such procurements shall be submitted to the appropriate Parent Committee for review prior to approval by the Committee and it shall then be presented for any other approvals as defined in the County Board Rules. Thereafter, it shall be submitted to the County Board ~~Chairperson~~ Chair to seek County

Commented [5K4]: Changed all instances of Chairperson to Chair. Jim was advised to use this for committees

Board approval. Prior to submission to the County Board, all purchasing requests shall be signed by the appropriate department head or authorized signatory. Appropriate bidding or memorandum procedures must also be followed.

- b. **Conditions of Use:** Any County Board level procurements (except where otherwise allowed by statute) shall be awarded by competitively sealed bidding except as otherwise provided in Section II(A)(4) through II(A)(10) below, or as provided by State Statute. String Purchasing is forbidden and purchases shall not be artificially divided for purposes of evading the competitive sealed bidding requirement.
- c. **Invitation for Bids:** An invitation for Bids shall be issued and include specifications or general descriptions, non-negotiable contractual terms and conditions applicable to the procurement.
- d. **Public Notice:** Adequate public notice of the Invitation for Bids shall be given, by the appropriate department head or County Administration Office, within a reasonable time, no less than fourteen (14) calendar days prior to the date set forth therein for the submittal and opening of bids. For bids with a mandatory pre-bid meeting, the public notice must be published at least seven (7) calendar days prior to the meeting date. Such public notice shall be given via the County website and by advertising for bids in a newspaper published within the county or, if no newspaper is published within the county, then a newspaper having general circulation within the county, or as otherwise statutorily required.

The public notice shall state the project, submittal date, time and location of the bid opening and any other statutory requirements.
- e. **Bid Opening:** Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as the solicitor of the bid deems appropriate, together with the name of each bidder shall be recorded. The record and each bid shall be open to public inspection in accordance with the Public Access to Procurement Information section of this Ordinance, subject to exemptions from disclosure under the Freedom of Information Act.
- f. **Bid Acceptance and Bid Evaluation:** Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Ordinance. The department head or ~~Parent Committee Chairperson~~ County Administrator shall evaluate bids for responsiveness based on the requirements set forth in the Invitation for Bids. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation

Commented [SK5]: Current bid level is 50K

for Bid shall set forth the evaluation criteria to be used. No criteria, other than those necessitated to determine a Responsible Bidder, may be used in the evaluations that are not set forth in the Invitation for Bid. Alternative bids may be considered and accepted only if they are specifically provided for in the Invitation for Bids and meet the evaluation criteria set forth.

- g. **Correction or Withdrawal of Bids, Cancellation of Award:**
1. **Bids Withdrawn Prior to Opening:** Bids may be withdrawn prior to the bid opening upon written request of the bidder and in accordance with the terms and conditions contained in the bid document.
 2. **Correcting/Modifying Bid prior to opening:** A bidder may modify its bid at any time before the bid opening, if the sealed modification is received in writing before the due date.
 3. **Correcting Bid Totals:** After the bid opening, no changes in prices or other provisions shall be permitted, except to correct calculations, as stated in the terms and conditions contained in the bid document.
 4. **Clarifications:** The Parent Committee ~~Chairperson~~Chair or appropriate department head may obtain clarification from any bidder, after opening, if deemed necessary to fully evaluate the bid.
 5. **Bid Withdrawal after Bid Opening:** If the bidder alleges a material error or mistake of fact, they may be permitted to withdraw the bid if the bidder submits evidence, which clearly and convincingly demonstrates that an error was made. The request for withdrawal of the bid, supporting evidence and any written documentation shall be submitted to the appropriate department head or County Administrator~~Parent Committee Chairperson or department head~~.
- h. **Tie Bids:** Should tie bids between equally responsive and responsible bidders be received, the award will be made by a coin toss by the appropriate department head, ~~Parent Committee Chairperson~~County Administrator, County Engineer or the County Board ~~Chairperson~~Chair. The subject tie bidders shall be given the opportunity to witness the coin toss. If a tie bidder fails to send a representative to the selection, that bidder shall waive the right to protest the selection.
- i. **Right of Rejection:** The ~~Parent Committee~~County Administrator, County Engineer, and/or County Board reserve the right to accept or reject any or all bids/proposals and to waive any technicalities in the document.
- j. **Award:** The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. After the bid is awarded, the requesting ~~Parent Committee~~County Administrator or Department Head shall issue all notices of awards and notices to proceed. All contractually necessary documentation will be required prior to any notice to proceed.

Commented [SK6]: Is this really the best option? Fran have ever done this?

- k. **Cancellation of Contracts:** All contract cancellations recommended by the ~~Parent Committee Chairperson~~ County Administrator or appropriate department head will be presented to the County Board for action.
- l. **Contract execution:** All purchases made at this procurement level must be made in accordance with the Kendall County Board procedures and such contracts must be signed by the Kendall County Board ~~Chairperson~~ Chair.

4. BOARD LEVEL PROCUREMENTS - REQUEST FOR PROPOSAL

- a. **Condition for Use:** In cases where the County seeks to contract for a project or service whose goals, tasks or results are known, but for which the procedure or method of accomplishing same either may not be specified or are otherwise undetermined, a contract may be entered into by use of the Request for Proposal procedure. Reasons for using the Request for Proposal procedure shall be approved by the Parent Committee prior to the commencement of the procedure.
- b. **Origination of Request for Proposal:** Proposals shall be solicited through the appropriate Parent Committee with the assistance of the requesting Department and shall include specifications or general descriptions of goals, tasks or results, and any material non-negotiable contractual terms and conditions applicable to the procurement.
- c. **Public Notice:** Adequate public notice of the request for proposal shall be given in the same manner as Public Notice for Invitation for Bids, Section II(A)(3)(d) (Public Notice).
- d. **Evaluation Criteria:** Criteria, including the weight to be given to each factor, must be developed for evaluation of the proposal prior to notice and included in the Request for Proposal.
- e. **Receipt of Proposals:** Names of offerors will be acknowledged in the presence of one or more witnesses at the time and place designated in the public notice. Contents of the proposals shall not be disclosed to any of the competition or offerors during the selection or negotiation process. A register of the proposals shall be prepared containing the name of each offeror, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after the contract is awarded subject to exemptions from disclosure under the Freedom of Information Act.
- f. **Discussions with Responsible Vendor/Offeror and Revisions to Proposals:** As provided in the Request for Proposals, discussions may be conducted

with the responsible vendors/offers who submitted proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification to ensure there is full understanding and responsiveness to the solicitation requirements. Vendors/Offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revision may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offers.

- g. Award: The County Board shall make the award to the responsible vendor/offeror whose proposal conforms to the solicitation and is determined, in writing, to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the Request for Proposal. The contract file shall contain the basis on which the award is made.
- h. Contract execution: All purchases made at this procurement level must be made in accordance with the Kendall County Board procedures and such contracts must be signed by the Kendall County Board ~~Chairperson~~Chair.

5. SOLE SOURCE PROCUREMENT

Notwithstanding the above, a contract may be awarded where the County Board determines it is in the best interests of the County to consider only one supplier because the very nature of the procurement makes it not suitable for competitive bids.

A sole source may exist in situations when materials, supplies, equipment or services are available from only a single supplier/contractor or when only one supplier/contractor is deemed economically feasible. If it is determined that sole source procurement must be utilized, the using department shall prepare supporting documentation for review by the Parent Committee, who shall upon committee approval present the documentation to the County Board for approval. Whenever the County Board determines that it is not economically feasible, or is not in the County's best interest to satisfy the minimum bid requirements, the basis for this determination shall be detailed in writing and retained with the contract.

When sole source procurement has been determined to be appropriate, the requesting department head shall be tasked with the negotiation of price, delivery and other terms as is appropriate.

Each ~~Parent Committee~~Department Head shall maintain a list of all contracts approved by it and then later awarded based upon a sole source determination. Such list shall be submitted to the County Board annually for review.

Commented [517]: This should be a staff responsibility

6. PROCUREMENTS NOT SUITABLE FOR BID

The following types of procurements are determined by the County Board to be not suitable for competitive bidding as defined in 55 ILCS 5/5-1022(c): purchases of used equipment; purchases at auction; purchases from the Federal Government; purchases of regulated utility services or other services for which a tariff or set rates are published; and purchases for which there has been a record of no competition, as evidenced by single bids, for three consecutive years.

Any contracts awarded under this section shall be awarded by the County Board exclusively and shall have no more than a ~~one-year~~one-year term, without an automatic renewal clause, but must be reviewed annually by the Parent Committee for permissive renewal which may then be approved by the County Board.

Commented [808]: This is extremely restrictive. Ask Committee

7. CONTRACTS FOR LEGAL SERVICES

Contracts for legal services will be made through a countersigned engagement letter offered by the State's Attorney, who is the statutorily empowered to provide legal services on behalf of the County pursuant to 55 ILCS 5/3-9005. No contract for legal services shall be made without the approval of the Kendall County State's Attorney.

8. CONTRACTS FOR CERTAIN DATA/TELECOMMUNICATION EQUIPMENT

Pursuant to 55 ILCS 5/5-1022(d), the county may let without advertising for bids in the case of purchases and contracts, when individual orders do not exceed \$35,000, for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software, and services. As such, Department level and Committee level purchases of such equipment and services shall be handled as set forth in Article II, but Board Level Procurement of such equipment and services shall be allowed without the use of competitive bidding as prescribed by the above cited statute.

9. EMERGENCY PROCUREMENTS

An emergency, allowing for an emergency procurement, shall be defined as an imminent disruption of essential operations or conditions adversely affecting the safety, health or security of persons or property, where it is impractical to remedy such disruption or conditions through the use of normal competitive bidding procedures.

As has been authorized by 55 ILCS 5/5-1022, in emergency situations, the County Board ~~Chairperson~~Chair shall have the authority to waive the bidding and advertising requirements/procedures otherwise set forth in this Ordinance and to effect procurements in excess of the amount otherwise provided in this section and state statutes, pursuant to the following procedures:

- a. For purchasing emergencies in excess of \$~~105,000~~105,000, the department head requiring such purchase shall submit a written and signed request to the County Board ~~Chairperson~~Chair and County Administrator -and- Finance Committee Chairperson in a timely manner, and detail the basis to declare that an emergency purchase is necessary.

Commented [809]: Should the Administrator be part of this process?

- b. Emergency purchases shall be limited to those materials, supplies, equipment, services, construction and construction related services necessary to satisfy the emergency.
- c. The County Board ~~Chairperson~~Chair's determination of an emergency existing and the basis relied upon shall be memorialized in writing.
- d. In such emergency situations, the County Board ~~Chairperson~~Chair shall be empowered to negotiate and execute contracts without prior approval of the County Board.
- e. Following the negotiating and entry of a contract or other means of emergency purchase, the County Board ~~Chairperson~~Chair shall submit the documentation to the Finance Committee and then to the County Board for ratification.
- f. Should the County Board ~~Chairperson~~Chair not be available at the time of the emergency, then the County Board Vice ~~Chairperson~~Chair shall be authorized to perform the above described functions in his/her place.

10. COOPERATIVE JOINT PURCHASING AUTHORIZED

Subject to applicable state statutes, such as the Governmental Joint Purchasing Act (30 ILCS 525/1 *et seq.*), Kendall County may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of goods, services, or construction with one or more governmental procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between such government units and open-ended state procurement contracts, which are made available to other government procurement units after having been bid by another government procurement unit where required.

When Joint Purchasing is being utilized, Article II (A)(1)-(4) requirements of this Ordinance shall not be applicable. Instead, the requesting department shall follow the statutory requirements of 30 ILCS 525/1 *et seq.*, as well as any other statutes that may be applicable. Such purchases after being determined as appropriate by the department head must then be presented to and approved by the appropriate Parent Committee prior to being presented to the County Board for final approval.

11. PROFESSIONAL SERVICES SELECTION PROCESS

There will be circumstances where it will be necessary or advisable for Kendall County to engage the services of independent professionals because of the County's need for such services as determined on a project-specific basis. In such cases, it shall be the goal of the County to negotiate the lowest reasonable fees consistent with obtaining the highest possible quality of service and expertise from the professional service providers. To affect this, the following shall apply:

- a. Types of professional services to be covered include: Engineering, Architects and Land Surveyors. These services require mandatory or essential technical skills provided by accredited professionals or quasi-professionals in connection with a defined assignment, which result in the preparation of a report, specifications or recommendation of a particular course of action, and may include supervision of an activity (such as construction).
- b. Whenever a project requiring architectural, engineering or land surveying services is proposed for the County, it shall proceed to obtain such services as outlined in the Local Government Professional Services Selection Act (50 ILCS 510/1 *et seq.*), unless it already has an existing satisfactory relationship for such services with one or more firms. These services are excluded from the standard competitive bidding selection process and shall instead comply with 50 ILCS 510/1 *et seq.*
- c. Providers of these services shall be selected in accordance with the Local Government Professional Services Selection Act (50 ILCS 510/1 *et seq.*) as it may be amended from time to time. As such, professional service providers shall be selected on the basis of their demonstrated competence and expertise relative to the services to be rendered, their qualifications, their willingness to meet time requirements, their firm's workload, their demonstrated or perceived ability to work with County staff and elected officials and/or the reasonableness of the cost of their services.
- d. The engagement of an independent professional service shall be based on a determination by the requesting department head that it is necessary for at least one of the following reasons:
 1. The project requires an independent professional as a condition of Federal, State or local law or regulation, or as a condition of a Federal, State or other grant or Intergovernmental agreement;
 2. The project requires specialized expertise or multiple areas of expertise not available from existing staff;
 3. County staff is not available for the project due to present or anticipated workload or other time constraints;
 4. The project requires a limited engagement where it is not cost-effective to hire new full-time staff to provide the necessary services or expertise;
 5. An actual emergency exists where existing staff cannot effectively be deployed or mobilized due to the nature of the occurrence or time constraints.

Such determination by the appropriate department head shall be in writing and kept with the subsequent contracting documents.

- e. Professional Services agreements not expected to exceed \$49,999.99 may be entered into by the requesting department head. Professional Services agreements at or above \$105,000.00 and not expected to exceed \$2914,999.99 may be entered into by the ~~requesting department's Parent Committee Chairperson~~ County Administrator & Engineer. All professional services agreements for amounts over \$2914,999.99 shall only be entered into by the Kendall County Board.
- f. The Kendall County Board is authorized to enter into Master Agreements for professional services with those firms that it has a satisfactory relationship with. Following the creation and approval of such Master Agreements, any Task Orders to be issued for services covered by the agreement may be entered into as directed by Article II(A)(11)(e) above.
- g. Performance Criteria: Upon completion of each contract over \$25,000, the department involved shall prepare a written evaluation of the consultant's performance. The details of the evaluation shall be consistent with the cost and complexity of such assignments. For contracts over \$25,000, the County Administration Office will maintain a record of such evaluations for the use of all departments when selecting future professional service/consultants. No consultant shall be awarded subsequent contracts unless the using department has submitted a satisfactory evaluation to the County Administration Office.

Commented [SK10]: This would be new

12. COST PLUS PERCENTAGE CONTRACTS

Cost plus percentage of cost (CPPC) contracting shall not be used. Cost plus percentage of cost contracts demand the County to pay a fee that rises as the contractor's costs rise. It has been determined that this type of contract provides no incentive for the contractor to control costs and is thus improper.

13. FURTHER AUTHORITY OF COUNTY BOARD ~~CHAIRPERSON~~ CHAIR

In addition to the purchasing abilities contained within Article II (A) above, the County Board ~~Chairperson~~ Chair, upon advice and consent of the Kendall County Board, is also authorized to sign any contract or agreement regarding purchases at lower procurement levels after receipt of all the contractually required documentation and proper adherence to bidding/quotation requirements as articulated above.

PART B – RESPONSIBILITY OF BIDDERS AND OFFERORS

1. CONSIDERATIONS IN DETERMINING RESPONSIBLE BIDDER/OFFEROR

In determining responsibility of any bidder/offeror, the County may take into account:

- bidder/offeror's financial responsibility;
- past performance and integrity of the bidder/offeror;

- experience of the bidder/offeror;
- adequacy of equipment and ability to complete performance within a specific time;
- whether the bidder/offeror is legally qualified to do business with the County;
- the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the county;
- the availability of support services;
- the uniqueness of the service, materials, equipment, or supplies as it applies to networked, integrated computer systems;
- compatibility to existing equipment; and
- the delivery terms.

2. PROCESS OF DETERMINING RESPONSIBLE BIDDER/OFFEROR

If a bidder, designee or offeror who otherwise would have been awarded a contract is found non-responsible, a detailed written determination of non-responsibility, setting forth the basis of the findings shall be prepared by the using department's head.

The explanation shall be sent promptly to the non-responsible bidder/ offeror who shall then have three (3) days to provide the requesting department any evidence to defeat the determination. Thereafter, the department's written determination and any evidence provided by the non-responsible bidder/offeror shall be provided to the Parent Committee ~~Chairperson~~Chair within five (5) days, who shall then determine whether the non-responsible determination shall be final or not.

The final determination shall be made part of the contract file. The unreasonable failure of a bidder/offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for such final determination.

3. DECISION TO DECLARE NON RESPONSIBLE

The Parent Committee ~~Chairperson~~Chair shall issue a written determination within ten (10) days of receiving the objection materials from the responsible department head. Such determination shall state the reasons for the action taken, and inform the affected bidder/offeror involved of his rights concerning administrative review.

4. NOTICE OF DECISION

A copy of the decision required by Section 3 above shall be mailed by certified mail with return receipt.

5. FINALITY OF DECISION

A decision under the above section shall be final and conclusive, unless the affected person within ten (10) business days after receipt of the decision by certified mail makes an appeal to the County Board ~~Chairperson~~Chair. (See Article IV below regarding Appeals to the Kendall County Board).

PART C - CONTRACT ADMINISTRATION

1. CONTRACT ADMINISTRATION

A contract administration system is designed to insure that the contractor is performing in accordance with the terms and conditions of the contract. Contract administration results may be utilized by the Parent Committee ~~Chairperson~~Chair(s), County Administration Office and County Board for vendor evaluation. To that end:

- a. it is the using department's responsibility to match contract terms and prices with invoices, and to otherwise monitor compliance with the contract terms. The using department is also responsible to determine the imminent need for, and to begin processing, a change order where appropriate.
- b. Payment must be identified to an existing contract, task order or purchase order.

2. COUNTY PROCUREMENT RECORDS

All determinations and other written records, notes of telephone conversations and notes of other oral conversations pertaining to the solicitation, award and performance of a contract shall be maintained for the County in the procurement records of the respective Department for which the procurement is made.

PART D – AUTHORIZATION, REVIEW AND APPROVAL PROCESS

1. AUTHORIZATION TO INITIATE BIDS OR OTHER SOLICITATIONS

Each department head, Elected Official and Parent Committee may initiate bids or other solicitations for any materials, supplies, equipment, services, construction and construction related services for which they deem are necessary.

2. FISCAL RESPONSIBILITY

Prior to the issuance of any purchase order, contract, task order, change order or contract modification, the ~~Finance Committee~~Department Head shall certify that sufficient budgeted funds are available.

Commented [SK11]: This will slow down the process considerably and we don't currently do this. Staff does this on a regular basis.

3. LEGAL REVIEW OF CONTRACTS

Prior to award, the department head, Parent Committee ~~Chairperson~~Chair or County Board ~~Chairperson~~Chair may request the State's Attorney's Office to review a contract that is not in a standard form. This review shall not be required when the form and content of the contract documents have previously been approved by the State's Attorney's Office.

Commented [SK12]: This is different than how we currently operate. I would like the ability to request legal review if given the ability to approve over department heads.

4. MULTI-YEAR CONTRACTS

The County's policy on multi-year contracts includes the following:

- a. ~~When possible, All~~ multi-year contracts presented for approval shall contain the total value of the award for the multi-year period.
- b. Only the current fiscal year portion shall be encumbered.
- c. Multi-year contracts that exceed a total term of two (2) years shall not be presented to a Parent Committee or County Board, unless approved in

Commented [SK13]: Some contracts, utilities for example, have a rate and not a total value.

advance by the State's Attorney's Office and the County Board
~~Chairperson~~Chair.

Commented [5K1.4]: We do not currently operate this way. Is Eric OK with this?

Suggested language: "Multi-year contracts that exceed a total term of two (2) years must be presented to and approved by the County Board."

5. CONTRACT RENEWALS

Contract Renewal may occur to effectuate a continuation for an additional period under the original terms and conditions of a contract, where the renewal clause is included in the bid document. If the originating contract does not include the terms and conditions of a renewal, any continuation of the contract is considered a new contract, which must be re-bid or otherwise newly approved pursuant to the conditions of this ordinance.

The following rules, as well as those that may arise by statute, govern contract renewals:

- a. All contracts that contain an optional renewal clause shall be presented to the appropriate purchasing authority as outlined above for approval with the total dollar value for the initial period of award.
- b. All subsequent requests for contract renewals shall originate from the using department in the form of a written request indicating the desire for the renewal, the subsequent renewal term and the total dollar value for the renewal period.
- c. The request shall be submitted at least sixty (60) days prior to the expiration date of the current period.
- d. The appropriate purchasing authority will obtain contractor approval and submit the necessary correspondence for approval.
- e. All renewals shall be for the time period specified in the original contract document or shorter.
- f. All contracts containing renewal clauses that exceed a total term of two (2) years shall not be presented to the Parent Committee or County Board unless approved in advance by the State's Attorney's Office and the County Board ~~Chairperson~~Chair.

Commented [5K1.5]: See comment above.

6. CHANGE ORDERS AND CONTRACT MODIFICATIONS

- a. All change orders and contract modifications will be presented in advance to the appropriate Department, ~~Parent Committee~~County Administrator, or County Board; whichever was responsible for the procurement at issue. If no further approval is required, as described below, the originating/requesting department will continue the processing of necessary documentation.
 1. For interim (non-final) change orders and contract modifications where the total purchase amount, including any changes, does not exceed the maximum allowable \$105,000.00 Department Level Procurement amount, processing may continue without further approval.

2. For final change orders processing may continue without further approval where:
 - i. there is a price increase of up to \$2,500 or
 - ii. there is a price increase of no more than 10% of the initial price and-
 - iii. within approved project budget.

3. Processing may continue subject to County Board ratification for change orders that:
 - i. decrease a contract by \$10,000 or more;
 - ii. Increase or decrease the contract term by 30 or more calendar days; or
 - iii. cancel any contract.

- b. Further approval, by the Parent Committee County Administrator, is required before processing occurs in the following cases:
 1. where department head approval was required for the initial contract and the change order increases the contract to an amount in excess of the maximum \$510,000.00 Department Level Procurement amount.
 2. where Parent Committee County Administrator or Engineer approval was required for the initial contract and the change order increases the contract to an amount no greater than the maximum \$2914,999.99 Committee Procurement level, or
 3. where Parent Committee County Administrator or Engineer approval was required for the initial contract and the change order materially alters the scope of work to be performed.

- c. Further approval, by the Parent Committee County Administrator or Engineer and the County Board, is required before further processing occurs in the following cases:
 1. where department head approval or Parent Committee County Administrator or Engineer approval was required for the initial contract and the change order increases the contract to an amount in excess of the maximum \$2914,999.99 Committee County Administrator Procurement level, or
 2. where Parent Committee County Administrator and County Board approval was required for the initial contract and the change order materially alters the scope of work to be performed.

d. Where the time required to approve and process a change order necessitated by field conditions would unreasonably interrupt contract work to the financial detriment of the County, the change order may be processed upon the agreement of the department head and Project Manager, subject to ratification by the Kendall County Board. The Parent Committee Chair shall be notified of such a field condition change order at the earliest possible opportunity.

e. In the case of Public Works contracts, no change order, including a field condition change order can be made where the total contract value (or subcontract value) is increased to more than 50% of the initial contract price. In such case, the new or increased value goods or services must be submitted for competitive bidding pursuant to the Public Works Contract Change Order Act (50 ILCS 525/5).

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f. In accordance with 720 ILCS 5/33E-9, should a change order, or a series of change orders to any public contract, result in an increase or decrease in contract cost by a total of more than \$10,000.00 or increase or decrease the time of completion by a total of thirty (30) days or more, then prior to the authorization of such change order(s), the appropriate department head or Committee ~~Chairperson~~Chair must provide a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the County and authorized by law. Such written determination and the resulting change order(s) shall then be kept in the contract's file.

ARTICLE III – SPECIFICATIONS

PART A – RESPONSIBILITY FOR SPECIFICATIONS

The Parent Committee ~~Chairperson~~Chair or designee (in general the head of the department utilizing such goods or services) shall prepare, revise, maintain, and monitor specifications for materials, supplies, equipment, services and construction required by the County except that specifications for any public work involving professional engineering shall be prepared by a professional engineer. The Highway Department may prepare specifications for construction and maintenance of highways, bridges, and culverts in accordance with IDOT standards.

Specifications for grant-funded contracts shall include all terms and conditions required by the grant, and it shall be the responsibility of the using department to furnish such terms and conditions to the purchasing authority (whether it be Department Head/Parent Committee/County Board).

PART B - MAXIMUM PRACTICABLE COMPETITION

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs, and shall not be unduly restrictive. The policy applies to all specifications including but not limited to, those prepared for the County by architects, engineers, designers and draftsmen.

To that end, when specifications refer to one or more brand name products followed by the words "or equal", submissions will be accepted that contain products with minor differences in design, construction or features, which do not affect the suitability of the product for its intended use.

ARTICLE IV – APPEAL OF DECISIONS

PART A – APPEALS AND REMEDIES

1. AUTHORITY OF THE PARENT COMMITTEE ~~CHAIRPERSON~~CHAIR TO SETTLE BID PROTESTS, SUBJECT TO STATUTORY PROVISIONS

The Parent Committee ~~Chairperson~~Chair of the requesting (contracting) department is authorized to resolve and settle any procedural protest regarding the solicitation or award of any bid under his/her purview prior to an appeal being made to the County Board.

2. BID PROTEST PROCEDURE

- a. Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may within ten (10) business days of the solicitation, bid opening or award being protested, serve by mail, fax or personally, a letter of protest to the appropriate Parent Committee ~~Chairperson~~Chair.
- b. If the protest or claim is not resolved by mutual agreement, the Parent Committee ~~Chairperson~~Chair must submit a decision in writing to the protesting entity via U.S. Certified Mail, Return Receipt Requested within ten (10) business days from receipt of the protest, unless a longer period is agreed to by the parties. The decision shall state the reasoning for the decision reached and shall inform the claimant of his further appeal rights under Article IV(A)(4) in this ordinance.
- c. In the event the Parent Committee ~~Chairperson~~Chair does not issue a written decision within the specified time period described in Section b above, or within such longer period as may be agreed upon between the parties, the protesting entity may proceed as if an adverse decision had been received.

3. AUTHORITY OF THE FINANCE COMMITTEE CHAIR TO SETTLE CONTRACT CLAIMS, SUBJECT TO STATUTORY PROVISIONS

- a. All claims by a contractor against the county relating to a contract, except bid protests, shall be submitted in writing to the Finance Committee ~~Chairperson~~Chair. Such claims include, without limitation, disputes arising

under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

- b. The contractor may request a conference with the Finance Committee ~~Chairperson~~Chair on the claim.
- c. The Finance Committee ~~Chairperson~~Chair is authorized to attempt to settle any such dispute. If the dispute or claim is not resolved by mutual agreement, the Finance Committee ~~Chairperson~~Chair shall issue a decision in writing to the protesting entity via U.S. Certified Mail, Return Receipt Requested within ten (10) business days from receipt of the protest, unless a longer period is agreed to by the parties. The decision shall state the reasoning for the decision reached and shall inform the claimant of his further appeal rights under Article IV(A)(4) in this ordinance.
- d. In the event the Finance Committee ~~Chairperson~~Chair does not issue a written decision within the specified time period described in Section c above, or within such longer period as may be agreed upon between the parties, the protesting entity may proceed as if an adverse decision had been received.
- e. The Finance Committee ~~Chairperson~~Chair shall have authority, following consultation with the State's Attorney's Office, to make recommendations as to the settlement of any monetary claims to the appropriate Kendall County Board committees for their consideration and action.

4. PROTESTOR RIGHT TO APPEAL TO KENDALL COUNTY BOARD

- a. The Finance Committee ~~Chairperson~~Chair or Parent Committee ~~Chairperson~~Chair's decision(s) shall be final and conclusive unless, within ten (10) business days from the date of receipt of the decision, the County Board ~~Chairperson~~Chair receives a written appeal regarding the subject decision.
- b. The County Board ~~Chairperson~~Chair shall then, within ten (10) business days, notify the appellant in writing of the date and time that his appeal shall be heard before the County Board, and he shall be afforded a reasonable opportunity to state his position. The County shall also notify any other party whose interests may be affected by the appeal so they may appear and be given the opportunity to protect their interests.
- c. The County Board shall then render a final decision by the next regularly scheduled Board Meeting following the hearing for such appeal and issue same to appellant. The decision of the County Board shall be final and conclusive.

5. STAY OF PROCUREMENT DURING PROTEST

In the event of a timely protest this under Section, the appropriate Parent Committee ~~Chairperson~~Chair, after consulting with the State's Attorney, shall determine whether it is in the best interests of the County to proceed with the solicitation or award of the contract or to stay the process until the protest is resolved.

PART B – REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW

1. PRIOR TO BID OPENING OR CLOSING DATE FOR RECEIPT OF PROPOSALS:

If, prior to the bid opening or the closing date for receipt of proposals, the requesting department head, after consultation with the State's Attorney, determines that a solicitation is in violation of federal, state or local law, then the solicitation shall be canceled or revised to comply with applicable law.

2. PRIOR TO AWARD:

If after bid opening or the closing date for receipt of proposals, the requesting department head determines that a solicitation or a proposed award of a contract is in violation of federal, state or local law then the solicitation or proposal award shall be canceled in accordance with this Ordinance.

3. AFTER AWARD:

If, after an award, the requesting department head determines that a solicitation or award of a contract was in violation of applicable law, then:

- a. If the person awarded the contract has not acted fraudulently or in bad faith, the contract may be terminated in accordance with the terms and conditions of the contract.
- b. If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void.

4. If a contract must be terminated pursuant to 3(a) above, then the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract prior to notification of its termination. However, no further penalties and/or early termination charges shall be required upon such termination of the Agreement.

ARTICLE V – ETHICS, PROHIBITED INTERESTS, REQUIRED DISCLOSURES & VIOLATIONS

PART A – ETHICS

Any or all actions related to this Purchasing Ordinance shall comply with the Kendall County Ethics Ordinance (Kendall County Ordinance No. 12-18, including any future amendments).

PART B – REQUIRED DISCLOSURES OF CONTRACTORS AND VENDORS

In furtherance of this procurement ordinance's purpose to protect against fraud and favoritism, the following disclosures must be made:

1. Prior to award, every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at, or in excess of, the amount required for a board level procurement, shall provide to the Finance Committee a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent County Board member or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the County Board.
2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.
3. For purposes of the disclosure requirements set forth in this Section, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.
4. Any contractor or vendor that knowingly violates the disclosure requirements set forth in this Section is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

PART C - PROHIBITED INTEREST IN CONTRACTS

Prior to award, every contractor, union, or vendor that is seeking a contract with the County shall affirm that no Kendall County officer or elected official has a direct or indirect pecuniary interest in the subject company or the subject contract, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in the company or the contract, that interest, and the procedure followed to effectuate the contract has and will comply with 50 ILCS 105/3.

PART D - VIOLATIONS

Non-conformance with this Ordinance may violate County rules and State of Illinois civil and criminal laws and may result in appropriate legal action, contract cancellation, discipline and/or sanctions.

ARTICLE VI – AMENDMENT

Part A - AMENDMENT & REVIEW OF ORDINANCE

The County Board shall review this Ordinance as appropriate, but at least every five years, to ensure conformance with current statutes and best procurement practices, and to further the interests of the County. No change to this ordinance shall be effective until approved as an amendment by the Kendall County Board.

Part B – EFFECTIVE DATE

This Ordinance and the regulations contained therein shall be in full force and effect on and after the date signed below.

ADOPTED and APPROVED this ____ day of _____, 2017.

Scott Gryder, County Board Chairman

Attest: _____
Debble Gillette, County Clerk

Vote total:
Aye: ____
Nay: ____
Abstain: ____



KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff



INTEROFFICE MEMORANDUM

To: Law, Justice and Legislation Committee
From: Commander Russo
Date: 9/9/2020
Re: Reallocation of Funds to Purchase Sheriff's App
Copies: As needed

Keeping the public informed about current events and maintaining the transparency of the Sheriff's Office operations with the community has been critical in maintaining our strong relationship with the communities that we serve. It's more important than ever for us to share critical information with the community; due to the urgent situations that have been affected all of us, such as the COVID 19 pandemic and instances of civil unrest. The Kendall County Sheriff's Office currently uses a combination of social media, press releases and the Kendall County Website to provide critical information to the community and maintain community ties. We would like to be able to provide our communities this information in a more user friendly fashion by utilizing the "Sheriff's App".

The Sheriff's App is a mobile application that works with smart phones that has the capability to provide information to the public and give the public a method to communicate directly with the Kendall County Sheriff's Office. The Sheriff's app is a multifaceted application that can be used to get critical information out quickly in circumstances such as severe weather or threats to public safety. It can also be used to increase community relations by sharing information with the public about the day to day operations of the Sheriff's Department.

The Sheriff's App also has functionality that would allow the public to search for inmates, request information via the Freedom of Information Act, deposit money onto an inmate's account, quickly access the app for video visitation, access jail rules, get information on the location of registered sex offenders, submit crime tips, file citizen complaints, recognize the outstanding work of a Deputy, and retrieve information about fugitives.

The cost of the Sheriff's App is \$23,980 with annual costs of \$8,990.

Given the stated benefits, I would recommend the request for the initial purchase of \$23,980 be approved. I propose the initial purchase of the Sheriff's App be made by reallocating capital funds budgeted to purchase a retinal scanner. \$60,000 was budgeted for the purchase of a retinal scanner and supporting software. The retinal scanner was budgeted based upon the information available at the time however, research has revealed that the Sheriff's Office has existing software in place that supports the retinal scanner. Therefore, the purchase of the hardware required will only cost \$4,709 with no recurring costs, leaving a surplus of \$55,291. I further recommend that a portion of the recurring costs of \$8,990 be funded from the Commissary Fund.

Respectfully Submitted,

Commander Jeanne Russo
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560

AGREEMENT FOR SERVICES

Valid through 8/31/2020



Kendall County Sheriff's Office

Sheriff Dwight A. Baird

Prepared by:

Chase Watkins

cwatkins@thesheriffapp.com

334.539.5885

August 12, 2020

www.thesheriffapp.com info@thesheriffapp.com

BACKGROUND

TheSheriffApp.com develops custom iPhone and Android apps for law enforcement agencies around the country. With more custom apps for Law Enforcement agencies than any other developer, TheSheriffApp.com is the "App Developer of Choice".

DESCRIPTION

TheSheriffApp.com works with progressive organizations to develop custom iPhone and Android apps to help harness the growing number of users that leverage mobile devices, when engaging with an organization. After initial discussions with Kendall County Sheriff's Office, TheSheriffApp.com has developed a mockup design of what could be developed for the Sheriff's Office.

PRELIMINARY DESIGN

While the following mockup is only a draft, it is the intended baseline for the design based on conversations with TheSheriffApp.com and Kendall County Sheriff's Office. This design can change through the process without additional fees. It must be locked down prior to the development phase of the process.

FEATURES

1. Contact Us
2. Press Releases
3. Sheriff's Welcome
4. Submit A Tip
5. Join Our Team
6. COVID-19 Module
7. Inmate Search / Recent Arrests
(Appriss/VINE Integration)
8. Sex Offenders (Offender Watch Integration)
9. Most Wanted
10. Jail Information
11. Social Media Integration (Facebook +
Twitter)
12. Unlimited Push Notifications
13. Multi-Channel Notifications
14. Weather / NWS Alerts
15. More



*The above features are recommendations based on our experience, you will be able to add and remove at no extra cost prior to development.

Those that download the app will have the most up to date information from the Kendall County Sheriff's Office.

TheSheriffApp.com was created to help Sheriff Offices better communicate their messages to their organization and community. Our goal is to develop a core group of technology services that allows your organization to create, upload and share content specific to your organization for distribution to others around your county/Parish, State and around the world.

SERVICE	TOTAL
iOS Development (Apple App Store)	(one-time fee) \$7,495.00
Android Development (Google Play)	(one-time fee)\$7,495.00
Year One Appriss & OffenderWatch Integration Support & Maintenance	\$1,495.00
Year One Support & Maintenance	\$7,495.00
Year One Total	\$23,980.00
Subsequent Year Support and Maintenance	\$7,495.00
Subsequent Year Appriss & OffenderWatch Integration Support & Maintenance	\$1,495.00
Total Annual Fee (Subsequent Years)	\$8,990.00
* Pricing is based on a 3 year commitment	
PUSH NOTIFICATIONS Multi-Channel Push Notifications Agency may target communications to particular groups, and will provide TheSheriffApp.com with a list of selected groups, with a practical limit of twelve (12) groups. Can also include up to 3 private pin protected channels.	UNLIMITED INCLUDED

OPTIONAL SERVICE	TOTAL	CHECK BOX
Marketing Kit A Includes: <ul style="list-style-type: none"> ● Vertical 2.5' x 6' Banner Design ● Seven Social Media Promo Graphics ● Facebook + Twitter Cover Photo ● Postcard Design ● Business Card Design ● Website Smart Banner ● Press Release Template 	\$995.00 (Waived) FREE	<input checked="" type="checkbox"/>
Marketing Kit B Includes: <ul style="list-style-type: none"> ● Marketing Kit A (Shown Above) ● Printed + Shipped (1) Vertical 2.5' x 6' Banner ● Printed + Shipped (1,000) Business Cards ● Promo Video W/ Voiceover (60 Seconds) 	\$1,995.00	<input type="checkbox"/>
Marketing Kit C Includes: <ul style="list-style-type: none"> ● Marketing Kit A (Shown Above) ● Promo Video W/ Voiceover (60 Seconds) 	\$995.00	<input type="checkbox"/>

TheSheriffApp.com proposes to develop an iPhone and Android app for Kendall County Sheriff's Office.

TheSheriffApp.com was created to help Sheriff's Offices better communicate with their respective community. Our goal is to develop a core group of technology services that allows your organization to create, upload and share content specific to your organization for distribution to others around your County, State and around the world.

THIS AGREEMENT is made between OCV, LLC ("Host") having an address at 809 2nd Avenue, Opelika, AL, 36801 and:

Kendall County Sheriff's Office ("Customer") having a mailing address at 1102 Cornell Ln, Yorkville, IL 60560 and is effective from

**Start Date: Date Customer Signs Proposal to End Date: Three Years
Following Signature (Renewable Annually Thereafter)**

1. SERVICES: Host agrees to provide custom mobile app development services and support.

2. BILLING AND PAYMENT:

50% due when mockup of mobile app is approved, 50% due December 1st 2020. Terms (Net 30)

Annual Maintenance / Subscription Payment Schedule - 2020 & Beyond

Total Annual Maintenance / Subscription Fee - Annual fee billed annually on contract anniversary date.

3. *TERM AND TERMINATION: This Agreement is effective as of the date of this Agreement and will extend for a period of 12 months.

*At the end of the initial contract period, Host will contact the customer for a renewal confirmation. Confirmation is typically communicated through email or other electronic means. Host will also send a renewal invoice 30 days prior

www.thesheriffapp.com info@thesheriffapp.com

to the expiration of this agreement. Receiving the invoice without renewal confirmation does not lock the customer into renewal. Customer will have 30 days to decline renewal. Host retains ownership of all intellectual property rights associated with the services, its technology and any enhancements or modifications thereof.

4. AMENDMENTS: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

5. ACCEPTANCE OF TERMS: Use of services provided by Host constitutes acceptance of the terms and conditions contained in this agreement and any amendments thereto.

OCV, LLC TERMS AND CONDITIONS

1. MOBILE APP CREATION AND REVIEW PERIOD: Upon execution of this contract, the OCVapps team will go to work on designing and building your app(s). At the design phase, we will solicit your initial design ideas, existing graphics and logos and use any other existing asset that you have to set the direction. A mock up / prototype will be developed using graphics and be sent to you for approval/ review. This will happen prior to the start of coding. Upon electronic approval of the prototype images, OCV, LLC will begin coding your app (contingent on having all information from the customer).

Upon completion of the code, OCV will review and test the app at all levels. Once the app passes our internal review and processes, we will upload it to the Apple iTunes Store/Google Play store for official App review and release.

Upon acceptance of the app within the iTunes store/ Google Play store, we will notify you via email/phone. After the App is released in the stores we will train you how to use the control panel and how to update your app. **Total elapsed time estimate: ~ 45 - 60 days after all information is provided to Host project management staff.**

2. OCV, LLC Features: Features will be solidified after contract acceptance.

3. CUSTOMER/OCV CONTROL: An OCVapp exists in two parts: the "features" and "content". The features remain static in nature. The "content" is the update-able features that the client can update. OCV will work with your team to ensure that you can edit the "content" via RSS feeds and a custom web accessible control panel. Unless requested of OCV by the client, only the client can make changes to the content within the control panel.

4. PUSH NOTIFICATION AND OTHER ALERT NOTIFICATIONS: An OCVapp may be instrumented with a Push notification or other Alert terminology. OCV does not warranty, suggest, or advertise that an OCVapp is designed for life saving immediate warnings. The OCVapp push notification and alert systems are simply intended to give a central location for end users to see the latest information. While it will be the intent of a push notification to be delivered to your OCVapp, it is not something that can be guaranteed. Due to the technical limitations, multiple internet connections and outside factors that are out of the control of OCV, we suggest that our warnings will almost always be delivered in less than a minute. Some instances will show quicker and others slower. There is a chance that during a storm or other emergency, information may slow due to power outages, mobile phone network shortages or outages and many other factors. In severe situations, the feed may not

happen at all.

Note: Never assume that the end user has received the push notification. Due to the requirements of the marketplace, push notifications are opt-in services. A user can turn off the notifications at any time or uninstall the app.

5. Warranties Disclaimer: Due to the many links in the overall national and regional communication networks and infrastructure (national/regional cellular/mobile communication networks and their traffic management, land-phone lines and regional switching networks, power grids, etc.) all of which are completely outside the control or monitoring of OCV, OCV disclaims any and all warranties with respect to the Client's use of an App developed by OCV, direct or indirect, including but not limited to warranties of merchantability and fitness for a particular purpose. In no event shall OCV, its affiliates, business partners, service providers, employees, agents, representatives, or shareholders be liable to customer for any incidental, consequential, indirect, special, or punitive damages (including damages due to: service failures, business or service interruptions, etc.) for any aspect of its service outside of OCV's direct control.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Customer

OCV.LLC (TheSheriffApp.com)

Printed Name

Printed Name

Signature

Signature

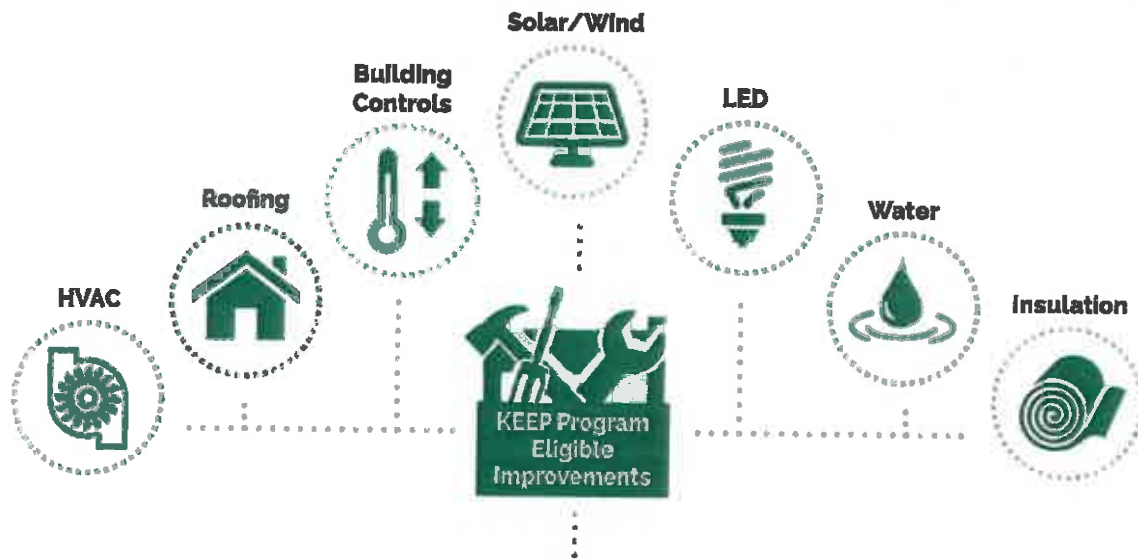
Title

Title

Date

Date

HOW C-PACE CAN MAKE COMMERCIAL PROPERTY MORE ENERGY EFFICIENT



EXAMPLE PROPERTY TYPES:



THE C-PACE PROCESS



C-PACE (Commercial Property Assessed Clean Energy) – potential 100% private equity financing of energy efficiency projects repaid through the property tax bill at fixed interest rates.



Setting the PACE in Illinois

Anna Maria Kowalik, IECA/Inland Green Capital

Jason Stringer, IECA/Slipstream

Brett Bridgeland, IECA/Slipstream



Anna Maria Kowalik
IECA/Inland Green Capital



Jason Stringer
IECA/Slipstream



Brett Bridgeland
IECA/Slipstream

**WHO is the Illinois
Energy Conservation
Authority (IECA)?**

The Illinois Energy Conservation Authority NFP (IECA), comprised of nationwide industry experts, is an Illinois not-for-profit corporation (501c3 non-profit status in process) which has been at the forefront of developing Commercial Property Assessed Clean Energy (C-PACE) programs in Illinois (IECA PACE Program).

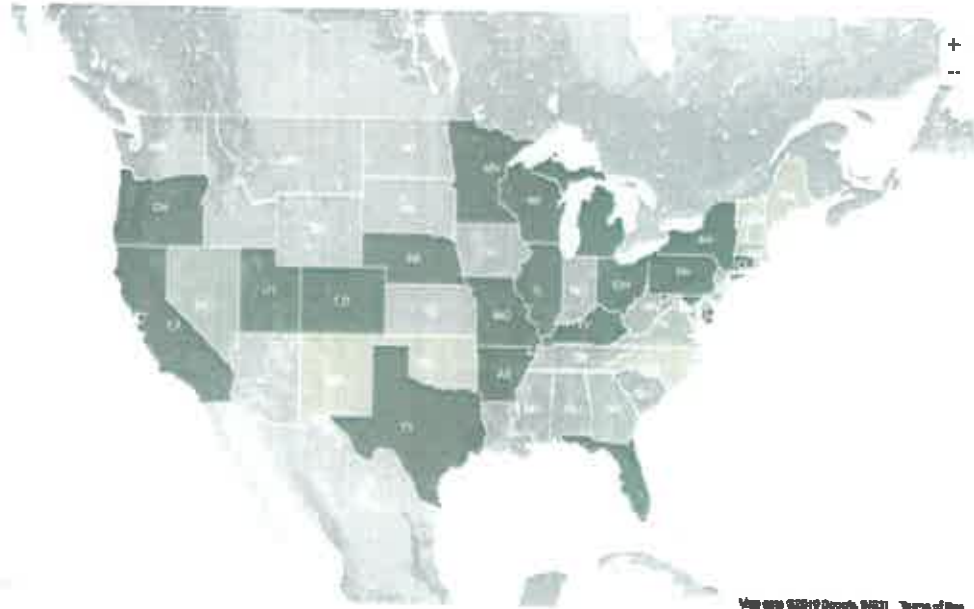
PACE Programs

Commercial PACE (2011-19):

*Over \$1 Billion financed

*Over 2,000 Projects completed

*approx. 17,000 Jobs created



Map key



Active program(s)




Program in development



PACE-enabled

Source: PACE Nation



Property Assessed Clean Energy (PACE)

- PACE is a financing option for commercial property owners to fund energy efficient measures for their properties.
- Offers 100% funding through local and state governments.
- PACE Improvements are permanently affixed to the property.
- Most commercial property types are acceptable including:
 - Retail.
 - Industrial Facilities.
 - Multifamily (greater than 4 units, leased only).
 - Hospitality.
 - Office.
 - Affordable Housing (greater than 4 units).
 - Other Types on Case-By Case Basis.
- PACE is a voluntary program.



Why
PACE?

➤ **Main BARRIERS** to Energy
Efficient Upgrades:

- Capital
- Difficulty finding financing sources
- Loans secured by mortgages are due on sale of property



Why PACE?

Property Owner Perspective

- **No upfront capital needed- 100% financing**
- **Allows access to energy efficient technology, that might have been unavailable to the property owner otherwise**
- **Energy savings can increase a property value and cash flow**
- **Lien runs with property not with property owner (non-recourse and can be reflected off Balance Sheet- consult with your tax advisor)**
- **Up to 25 years term fully amortizing.**
- **Assessment term matches the useful life of improvements**



Why PACE?

Contractor / Architect Perspective

- Provides a value-add Client service
- Easier Client approval on projects
- Helps meet schedules for industry-mandated and code-required upgrades
- Enables coordination of building systems, likely not possible, otherwise, due to financial constraint



Why PACE?

Municipal Perspective

- **\$0 net costs to “Issuer”/Government Body**
- **Economic development and job creation within the approved area**
- **Available to all constituents with qualifying properties**
- **Increased property value due to modernization**
- **Beneficial for environment**

Why PACE?

Lender Perspective

- **Finances Property Improvements up to 100%, increasing Property Value, while leaving in place the current Lender commitment**
- **Allows Capital Expenditures to be added on a non-recourse basis**
- **Could increase Property Value, thus lowering Lender LTV**
- **In case of default, PACE's priority over the Mortgage is for current tax payments ONLY – no acceleration of the entire PACE debt**



DuPage County, IL

**2nd Highest Population County
in IL**

39 Municipalities

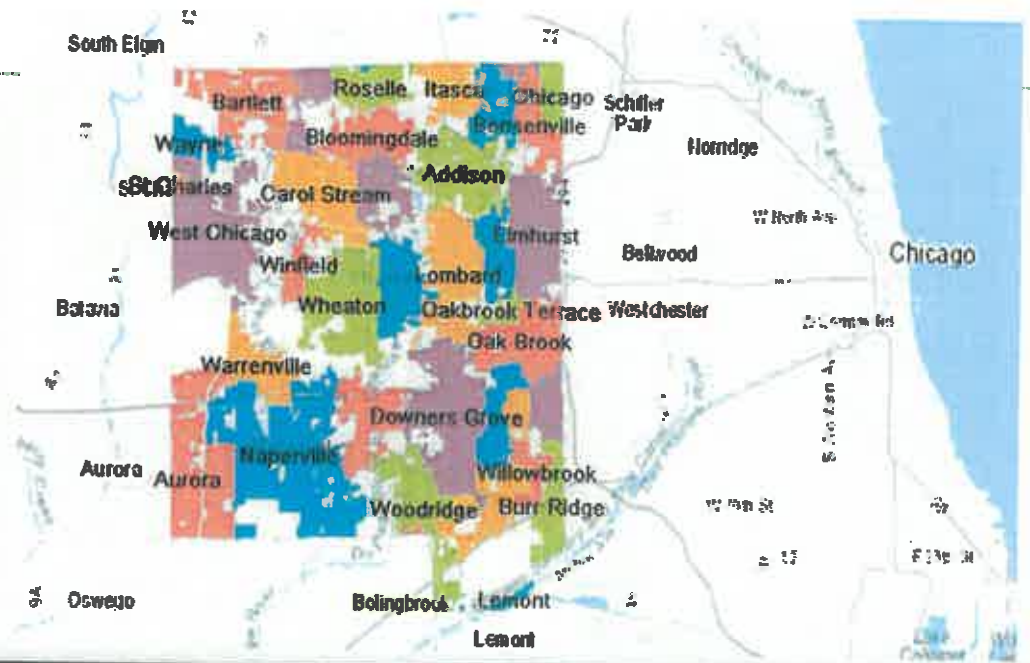
336 Square Miles

Population: 931,826

90,000+ Businesses

First C-PACE Financing Project in IL

High Number of Diverse Industry Sectors



DUPAGE COUNTY



DuPage County, IL

Top Growth Sectors

Healthcare & Social Assistance- 8 award-winning hospitals; 77,000+ employees; \$5.8 billion GDP; fastest growing industry
Professional/Administration Services - 2nd highest growth sector; more than 63,000 employees
Retail -3rd fastest growing with more than 62,00 employees

Other Key Industries

Advanced Manufacturing - Employs more than 57,000; 3,500 properties; 2nd largest in IL
Food Processing & Distribution- More than 11,00 jobs; 51 major employers in DuPage
Transportation, Logistics & Warehousing - Employs more than 33,000; 144 million square feet

Total Employment - 653,705

Information provided by Choose DuPage Economic Development Alliance



DUPAGECOUNTY



Kane County, IL

5th Highest Population County in IL

32 Municipalities

524 Square Miles

Population: 532,403 – 2018 Est.

40,000+ Businesses

First C-PACE Program Launched in IL

Diverse Land Use – Agricultural, Suburban, Urban



Kane County



Kane County, IL

Top Employers in Kane County



Manufacturing – 46,350 Employees

Retail/Trade – 32,880 Employees, Highlighted by the Randall Road Corridor and Aurora Outlet Mall

Health Care & Social Assistance – 27,786 Employees, 5 Award Winning Hospitals

Other Key Employers

Educational Services- 26,222 Employees, 2 Community Colleges and 2 Universities in Kane County

Construction – 19,310 Employees

Professional, Scientific & Technical Services- 18,556 Employees

Total Employment – More than 275,000

Kane County

The Science of CO₂e

CO₂E, OR CARBON DIOXIDE EQUIVALENT, IS A STANDARD UNIT FOR MEASURING CARBON FOOTPRINTS.

THE IDEA IS TO EXPRESS THE IMPACT OF EACH DIFFERENT GREENHOUSE GAS IN TERMS OF THE AMOUNT OF CO₂ THAT WOULD CREATE THE SAME AMOUNT OF WARMING.

THE CARBON DIOXIDE EQUIVALENT (CO₂E) ALLOWS THE DIFFERENT GREENHOUSE GASES TO BE COMPARED ON A LIKE-FOR-LIKE BASIS RELATIVE TO ONE UNIT OF CO₂.

FOR EXAMPLE: CO₂E INCORPORATES METHANE (CH₄) AND NITROGEN DIOXIDE (NO₂) LEVELS, WHICH ARE 25X AND 298X MORE POWERFUL, RESPECTIVELY, THAN CARBON DIOXIDE AS GWP (GLOBAL WARMING POTENTIAL)

FIRST Illinois C-PACE Deal

- **Industrial Flex Space**
- **Roof Replacement and Solar PV System**
- **Approx. 23,800 Square Feet**
- **Financing – \$318,000 Approved C-Pace**
- **Term – 25 Years**
- **Capital Provider – Inland Green Capital LLC**
- **Vendor – Bright Life Renewable Energy LLC**
- **Anticipated Annual Utility Savings of \$10,075, aside from grants, incentives, and rebates**
- **Energy Savings: 26,785 kWh, saving 71.5 metric tons of CO₂e from the environment**



Second Illinois C-PACE Deal

- **Office Space**
- **Window Retrofit**
- **Approx. 14,000 Square Feet**
- **Financing – \$94,019 Approved C-Pace**
- **Term – 25 Years**
- **Capital Provider – Inland Green Capital LLC**
- **Vendor – Riggsby Companies LLC**
- **Anticipated Annual Utility Savings of \$5,900, aside from grants, incentives, and rebates**
- **Energy Savings: 2,700 therms and 38,500 kWh annually, saving 36 metric tons of CO₂e (1900 lbs of CH₄ Methane & 500 lbs of NO₂ Nitrogen Oxide) from the environment**



FIRST Kane County KEEP Deal*

Industrial Flex Space

- **Roof Replacement and Solar PV System**
- **Approx. 48,000 Square Feet**
- **Financing – \$351,136 Approved C-Pace**
- **Term – 20 Years**
- **Capital Provider – Inland Green Capital LLC**
- **Vendor – Bright Life Renewable Energy LLC**
- **Anticipated Annual Utility Savings of \$9,330, aside from grants, incentives & rebates**
- **Energy Savings: conserving 115,000 kWh, saving 64.9 metric tons of CO₂e from the environment**

* Kane Energy Efficiency Program (C-PACE)



Thank You!

Please feel free to contact us with any questions.

Anna Maria Kowalik
IECA/Inland Green Capital
888-874-4322
annamaria.kowalik@iecapace.org

Jason Stringer
IECA/Slipstream
jstringer@slipstreaminc.org

Brett Bridgeland
IECA/Slipstream
bbridgeland@slipstreaminc.org



Overview

Overview of the IECA program, including a list of key points and a small image of hands holding a green plant.



Fees and Cost Proposal - Kendall County

Program Administrator for a Property Assessed Clean Energy

Fee Description	Proposer Fees				Notes
	Project Under \$50k	Project \$50k- \$500k (Col 1)	Project \$500k-\$1M (Col 2)	Project Over \$1M (Col 3)	
Application Fee	N/A	\$150.00	\$150.00	\$150.00	
Processing and Underwriting Fee	N/A	\$4,375.00	\$13,125.00	\$17,500.00	1.75%. Project Size Assumptions: Col 1: \$250,000, Col 2: \$750,000 and Col 3: \$1,000,000. Prgram Fee is capped at a transaction size of \$4,300,000
Energy Audit Fee	N/A	Market	Market	Market	
Jurisdiction Cost of Recovery Fee	N/A	TBD by Jurisdiction	TBD by Jurisdiction	TBD by Jurisdiction	To cover reasonable and actual expenses.
Recording and Disbursement Fee	N/A	Per County Recorder Office	Per County Recorder Office	Per County Recorder Office	
Bond Trustee Fee	N/A	Market	Market	Market	
Title and Escrow Fee	N/A	Market	Market	Market	
Origination Fee	N/A	Negotiable w Cap Provider	Negotiable w Cap Provider	Negotiable w Cap Provider	
Other:	N/A	\$200 per Installment	\$200 per installment	\$200 per installment	Collection fee for PA. County may want to add a collection fee
Total Fees	\$0.00	\$4,525.00	\$13,275.00	\$17,650.00	Not including Other servicing fee
Percentage/Amount for Lake County	N/A	TBD by County	TBD by County	TBD by County	To cover reasonable and actual expenses.
Additional Notes:	Bond issuer fee may also apply.				

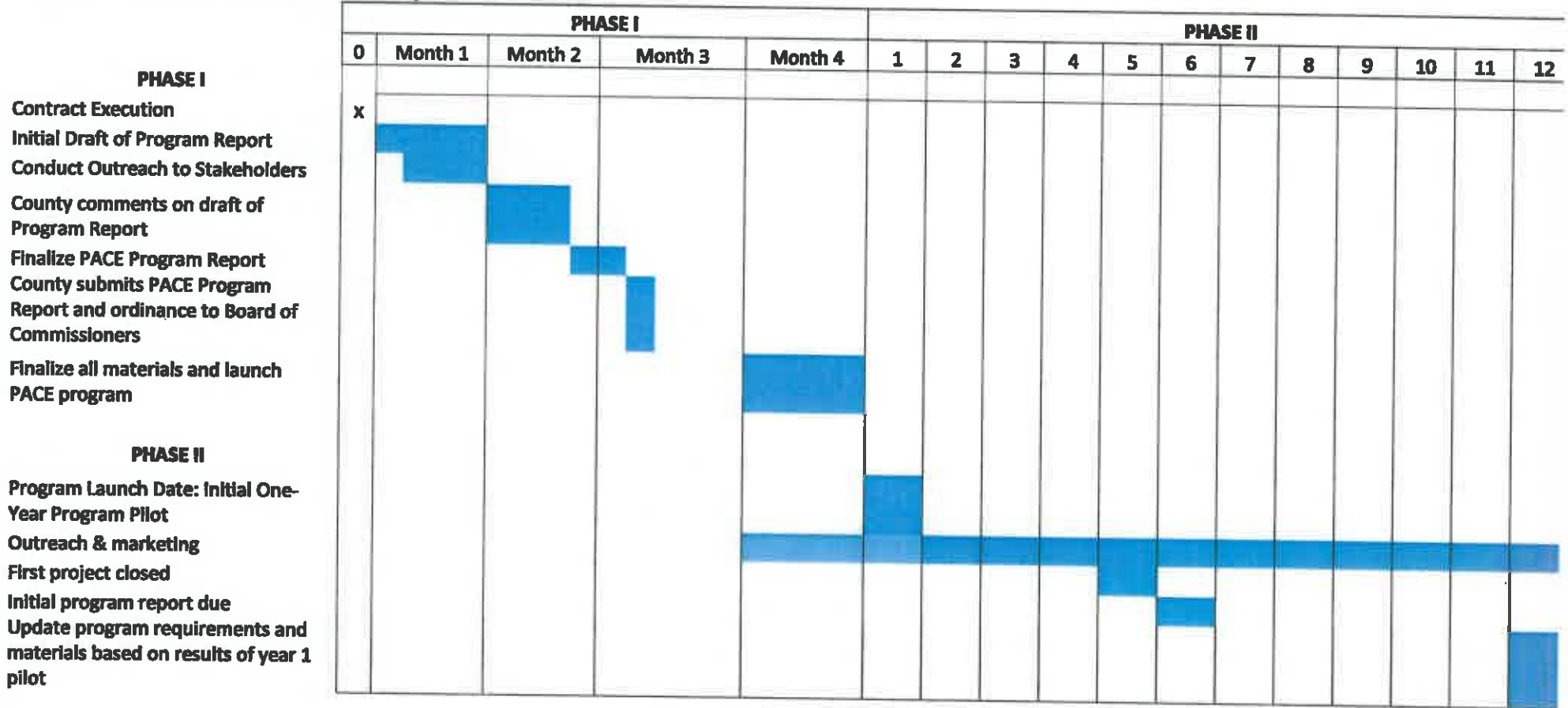
Fees and Cost Proposal - Kendall County

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Percentage/Amount for Lake County	N/A	TBD by County	TBD by County	TBD by County	To cover reasonable and actual expenses.
Additional Notes:	Bond issuer fee may also apply.				

Timeline and Milestones

Proposed Timeline: PACE Program Development and Launch



RESOLUTION

RESOLUTION ESTABLISHING AN AGREEMENT BETWEEN THE COUNTY OF MCHENRY AND THE ILLINOIS ENERGY CONSERVATION AUTHORITY NFP, TO PROVIDE COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY IMPROVEMENT ADMINISTRATOR SERVICES

WHEREAS, the Illinois State Legislature has enabled Counties to establish a Commercial Property Assessed Clean Energy Program under the Property Assessed Clean Energy Act (50 ILCS 50), and the County of McHenry searched for firms that could provide these services at no cost to the County; and

WHEREAS, the Purchasing Director found DuPage County competitively vetted qualified firms to provide Program Administrator Services to help establish and manage a County of McHenry Property Assessed Clean Energy Program that allows for financing energy efficiency and renewable energy initiatives in commercial, industrial, and multi-family buildings; and

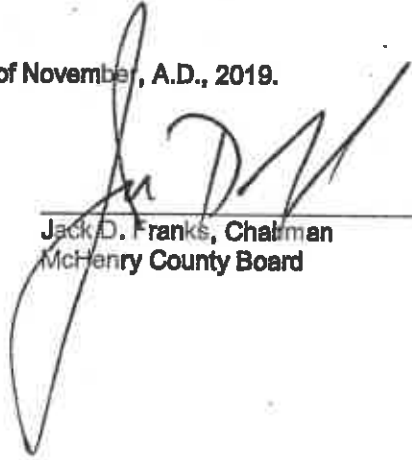
WHEREAS, the Program Administrator will collaborate with the County to develop the program elements, procedures, administrative fees, and forms in accordance with statutory requirements, and implement the program; and

WHEREAS, the Administrative Services has reviewed this recommendation.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois It hereby authorizes the Purchasing Director to execute an agreement with the Illinois Energy Conservation Authority NFP to provide PACE Administrator Program Services at no cost to the County; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to The Purchasing Director, the County Assessor, the Director of Finance, and the County Administrator.

DATED at Woodstock, Illinois, this 19th day of November, A.D., 2019.



Jack D. Franks, Chairman
McHenry County Board

ATTEST:



Joseph J. Tiro, County Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

16.2.A.1

I, Joseph J Tirio, County Clerk within and for said County and State aforesaid, do hereby certify the attached to be a true and complete copy of Resolution R-201911-06-253; Establishing an Agreement between the County of McHenry and the Illinois Energy Conservation Authority NFP, to Provide Commercial Property Assessed Clean Energy Improvement Administrator Services.

WHEREOF I have hereunto subscribed my hand and affixed the official seal of said County, at my office in Woodstock, Illinois this 19th day of November, 2019.


McHenry County Clerk



IECA PACE PROGRAM GUIDELINES

**A Property Assessed Clean Energy (PACE) Program
Offered by the Illinois Energy
Conservation Association (IECA)
*Version 1.0***

June 20, 2019

**Prepared by:
Illinois Energy Conservation Association
And Sllpstream**

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1.0 Introduction

Pursuant to Illinois Public Act 100-0980 (see Appendix A: State of Illinois PACE Statute), Illinois Local Units of Government are authorized to create a Property Assessed Clean Energy (PACE) Area in order to partner with private sector Capital Providers to provide PACE Financings to property owners for qualified PACE Projects. A PACE Financing is secured by an Assessment on the real property where clean energy improvements are installed. According to county ordinances (see Appendix B: PACE Financing Ordinance) adopted in certain Illinois counties, The Illinois Energy Conservation Authority, NFP (the "IECA" or "Program Administrator") is happy to offer the IECA PACE Program ("The Program" or "IECA PACE").

IECA PACE is a low cost PACE program that offers an open-market solution for building owners and promotes clean energy and economic development in Illinois communities. The benefits of The Program are available to building owners located in Participating Communities. Any Illinois Local Unit of Government may enact a PACE Ordinance to establish a PACE Area within its corporate boundaries and opt into IECA PACE. Communities interested in participation should contact the Program Administrator at <http://lecapace.org>.

IECA PACE is an innovative program that enables commercial and industrial property owners to obtain low-cost, long-term financing for energy-efficiency, alternative energy, renewable energy, and water conservation improvements. PACE Financings help property owners overcome financial barriers that typically discourage investment in energy and water conservation improvements to new and existing buildings. Improvements financed using PACE can be completed with no up-front, out-of-pocket cost to property owners and can generate positive cash flow upon completion. The term of a PACE Financing may extend up to the useful life of the improvement, which may be as high as 30 years and can result in cost savings that exceed the amount of the PACE Financing. The results may include improved business profitability, an increase in the property value and improved sustainability of the real estate asset.

PACE Financing is secured through a voluntary PACE Assessment, repayment of which can be collected on the property tax bill or directly by the PACE Capital Provider or its designee. Like property taxes, PACE Financings may be transferred to the next property owner if the property is sold. The remaining balance of the PACE Financing is repaid by the subsequent owners, who continue to receive the benefits of the improvements from the PACE Project. PACE Financing is available for property owners of commercial, industrial, agricultural, institutional, and multifamily buildings with five or more units. PACE Financing for residential properties with four or fewer units is not offered by IECA PACE at this time.

To take advantage of IECA PACE, a property owner develops a qualifying energy and water conservation, renewable energy, and/or alternative energy project with a Registered Contractor of their choice. Building owners have the choice to arrange project financing with any qualified PACE Capital Provider. The property owner and PACE Capital Provider then apply to IECA PACE via <https://lecapace.org/project-center> to qualify their project for PACE Financing according to the criteria in these Program Guidelines. If the PACE Project is approved, the Local Unit of Government and the Record Owner enter into a PACE Assessment Contract that governs the terms of the PACE Assessment. The Record Owner and PACE Capital Provider execute a separate Financing Agreement that defines the terms of the PACE Financing.

IECA PACE relies on private financial institutions to provide capital to fund PACE Financings. IECA PACE is open to any Capital Provider interested in participation. Interested financial institutions may apply to the Program Administrator to become a qualified PACE Capital Provider via <http://lecapace.org/benefits-capital-providers>.

2.0 Definitions

This section establishes definitions of terms used in these Program Guidelines.

Alternative Energy Improvement - The installation or upgrade of electrical wiring, outlets, or charging stations to charge a motor vehicle that is fully or partially powered by electricity.

Annual Fee – This fee is collected annually with the PACE Assessment Contract installment payment over the term of the PACE Financing. (See [Section 6.0 Program Fees](#) for further details.)

Applicant – Any Person, or their authorized agent, that submits an application to the Program Administrator with the intent to utilize PACE Financing to fund a PACE Project for Property that it owns.

Application Fee – This fee is due at the time the Final Application is submitted for review by the Program Administrator. (See [Section 6.0 Program Fees](#) for further details.)

Assessment Contract - A voluntary written contract between the Local Unit of Government (or a Permitted Assignee) and Record Owner governing the terms and conditions of financing and assessment under the IECA PACE Program, that is recorded in the appropriate jurisdiction's property records, and setting forth the terms of the PACE Financing. The form of the Assessment Contract is attached hereto as [Appendix D](#). Also referred to in this document as a PACE Assessment Contract.

Bond Agreement - An agreement pursuant to which a local government, bonding authority or other such institution agrees to loan the proceeds of revenue bonds issued with respect to a project to the appropriate agency upon terms providing for loan repayment installments at least sufficient to pay when due all principal of, interest, and premium, if any, on those revenue bonds, and providing for maintenance, insurance, and other matters in respect of the project

Completion Certificate – A written acknowledgement by a Record Owner and Registered Contractor that all work required under the Final Application for the PACE Project has been fully and satisfactorily completed and that the Local Unit of Government has fulfilled its responsibilities under Section 25 of Public Act 100-0980.

Direct Costs - All ECM direct costs necessary to complete the installation of a PACE Project, such as the installation/construction contract amount (materials and labor) and any required ancillary cost incurred in order to complete the installation of an ECM.

Eligible Property – Any Property located in a PACE Area that is utilized for general commercial purposes such as retail, industrial, office, agricultural, and hospitality uses, as well as certain multifamily property with five or more units.

Eligible Property Owner – A Person who is a Record Owner of an Eligible Property (including a Person who will become the Record Owner of an Eligible Property immediately following the closing of a PACE Financing, subject to documentation reasonably satisfactory to the Program Administrator) located in a PACE Area that meets the eligibility requirements set forth in these Program Guidelines.

Energy Assessment – An assessment of the Energy Conservation Measures proposed for the PACE Project conducted by the Registered Contractor or professional engineer in compliance with [Section 4.3 Energy Assessment Requirements](#).

Energy Conservation Measure or ECM - Any type of project conducted, including Energy Efficiency Improvements, Alternative Energy Improvements, Renewable Energy Systems, and Water Use Improvements implemented at an Eligible Property. The types of projects implemented vary, but usually are designed to reduce utility and/or fuel costs: water, electricity, natural gas, and transportation fuels being the main four for industrial and commercial enterprises. The aim of an ECM should be to achieve a savings, reducing the amount of energy or water used by a particular process, technology or facility.

Energy Efficiency - Measures that reduce the amount of electricity or natural gas consumed in order to achieve a given end use. “Energy efficiency” includes voltage optimization measures that optimize the voltage at points on the electric distribution voltage system and thereby reduce electricity consumption by electric customers’ end use devices. “Energy efficiency” also includes measures that reduce the total Btus of electricity, natural gas, and other fuels needed to meet the end use or uses.

Energy Efficiency Improvement - Equipment, devices, or materials intended to decrease energy consumption or promote a more efficient use of electricity, natural gas, propane, or other forms of energy on property, including, but not limited to, all of the following:

- (1) Insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems;
- (2) storm windows and doors, multi-glazed windows and doors, heat-absorbing or heat-reflective glazed and coated window and door systems, and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;
- (3) automated energy control systems;
- (4) high efficiency heating, ventilating, or air-conditioning and distribution system modifications or replacements;
- (5) caulking, weather-stripping, and air sealing;
- (6) replacement or modification of lighting fixtures to reduce the energy use of the lighting system;
- (7) energy controls or recovery systems;
- (8) day lighting systems; and
 - (8.1) any energy efficiency project, as defined in Section 825-65 of the Illinois Finance Authority Act; and
- (9) any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the governing body.

Energy Project - The installation or modification of an Alternative Energy Improvement, Energy Efficiency Improvement, or Water Use Improvement, or the acquisition, installation, or improvement of a Renewable Energy System that is affixed to a stabilized existing property.

Final Application – The application to participate in IECA PACE and receive a PACE Financing that is approved by the Program Administrator and that confirms the Applicant has met all the requirements set forth in these Program Guidelines. Approval of the Final Application by the Program Administrator is condition precedent to closing a PACE Financing.

Financed Amount – The dollar amount of the special assessment levied against the Property as set forth in the Assessment Contract.

Financing Agreement – The document executed by the Record Owner and the Capital Provider that defines the terms of the financing, which comply with the requirements of IECA PACE and which are mutually agreed upon by the Record Owner and the Capital Provider.

Governing Body - The county board or board of county commissioners of a county, the city council of a city, or the board of trustees of a village.

IECA PACE ("The Program") – The PACE program offered by the Illinois Energy Conservation Authority (IECA) and administered by the Program Administrator pursuant to the terms of these Program Guidelines.

Local Unit of Government - A county, city, or village.

Mortgage Lender Consent – The written consent of the existing holder(s) of a mortgage or other real property lien on the Eligible Property of an Applicant, which must be obtained by an Applicant prior to closing on a PACE Financing. (See [Section 9.0 Mortgage Lender Consent](#) for further details.)

Notice of IECA PACE Approval – This is a notice provided to the Record Owner by the Program Administrator that signifies that the Final Application is complete and has been approved by the Program Administrator. Following receipt of this notice the Record Owner may close their PACE Financing.

PACE – The acronym for Property Assessed Clean Energy.

PACE Area - An area within the jurisdictional boundaries of a Local Unit of Government created by an ordinance or resolution of the Local Unit of Government to provide financing for Energy Projects under a Property Assessed Clean Energy Program. A Local Unit of Government may create more than one PACE Area under the program, and PACE Areas may be separate, overlapping, or coterminous.

PACE Capital Provider – Any Permitted Assignee, Warehouse Lender, or financial institution that meets the participation requirements set forth in the Request for Qualifications from Interested PACE Capital Providers and that makes a PACE Financing.

PACE Financing – Any set of activities undertaken between a Participating Community, a PACE Capital Provider, a Registered Contractor(s) and a Record Owner to finance a PACE Project.

PACE Project – An Energy Project installed on real property that meets the requirements set forth in these Program Guidelines.

PACE Statute – Illinois Statute, 50 ILCS 50.

Participating Community – An Illinois Local Unit of Government that has adopted an ordinance to establish a PACE Area and joined the IECA PACE Program

Permitted Assignee - 1) Any body politic and corporate, (2) any bond trustee, or (3) any Warehouse Lender, or any other assignee of a Local Unit of Government designated in an Assessment Contract.

Person - An individual, firm, partnership, association, corporation, limited liability Company, unincorporated joint venture, trust, or any other type of entity that is recognized by law and has the title to or interest in property. "Person" does not include a Local Unit of Government or a

homeowner's or condominium association but does include other governmental entities that are not Local Units of Government.

Pre-Application – The initial application completed by an Applicant by which the Program Administrator can determine whether the proposed project is located on an Eligible Property and that the Applicant is aware of the program requirements. Approval of a Pre-Application is a requirement prior to the Final Application step. (See [Section 7.1 Application Process Overview](#).)

Program Administrator – The Illinois Energy Conservation Authority, NFP (IECA), a not-for profit entity that will administer a Program on behalf of or at the discretion of the Local Unit of Government. It is responsible for arranging capital (if the property owner does not have a PACE Capital Provider) for the acquisition of bonds issued by the Local Unit of Government or the Authority to finance PACE Projects. It is additionally responsible for marketing the program, approving PACE Financings, and servicing repayment.

Program Fee – A one-time administration processing and Program Fee paid to the Program Administrator at or prior to the PACE Financing closing date. (See [Section 6.0 Program Fees](#) for further details.)

Program Guidelines – This document setting forth the IECA PACE Program's requirements, recommendations, and processes under which Record Owners seeking to complete a PACE Project may be approved to utilize PACE Financing.

Project Center – A web portal containing all documents, applications, and instructions required to be approved for a PACE Financing through IECA PACE.

Property - Privately-owned commercial, industrial, non-residential agricultural, or multi-family (of 5 or more units) real property located within the Local Unit of Government but does not include property owned by a Local Unit of Government or a homeowner's or condominium association.

Record Owner - The Person who is the titleholder or owner of the beneficial interest in Property.

Registered Contractor – A business or organization that possesses all required licenses; has accepted all required terms and conditions of participation in the IECA PACE program; and has been approved by the Program Administrator to provide services to Record Owners in the IECA PACE Program.

Renewable Energy Feasibility Study – A study that provides technology and financing recommendations for the installation of a Renewable Energy System. The feasibility study must be performed by a renewable energy expert with detailed knowledge of the Renewable Energy Systems under consideration in compliance with [Section 4.3 Energy Assessment Requirements](#).

Renewable Energy Resource - Includes energy and its associated renewable energy credit or renewable energy credits from wind energy, solar thermal energy, photovoltaic cells and panels, biodiesel, anaerobic digestion, and hydropower that does not involve new construction or significant expansion of hydropower dams. Landfill gas produced in the State of Illinois is considered a Renewable Energy Resource. The term does not include the incineration or burning of any solid material.

Renewable Energy System - A fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more Renewable Energy Resources to

generate electricity, and specifically includes any renewable energy project, as defined in Section 825-65 of the Illinois Finance Authority Act.

Semi-Annual Installment – The portion of the PACE Financing that is due and payable for a particular period according to the PACE Assessment Contract.

Warehouse Lender - Any financial institution participating in a PACE Area that finances an Energy Project from lawfully available funds in anticipation of issuing bonds as described in Section 35 of the PACE Statute.

Water Use Improvement - Any fixture, product, system, device, or interacting group thereof for or serving any Property that has the effect of conserving water resources through improved water management or efficiency.

3.0 Program Information

3.1 Program Authorization

The PACE Act empowers Local Units of Government to establish a PACE Area and create a PACE Program within their corporate boundaries. Through the PACE Act, Participating Communities created the IECA PACE Program and selected The Illinois Energy Conservation Authority (IECA) as the Program Administrator.

Each Participating Community delegates to the IECA the power to administer IECA PACE in its jurisdiction as the PACE Program Administrator. IECA PACE is administered by the Program Administrator, which is responsible for handling day-to-day administration of the Program including PACE Financing application reviews and approvals, as well as payment collections in certain Member Communities on behalf of the PACE Commission.

3.2 Program Administrator

The Program Administrator for IECA PACE is IECA, as an agent of each Participating Community.

IECA Contact Information

Website- <http://iecapace.org>

Email- info@iecapace.org

Phone- 888-874-4322

IECA offers the State of Illinois a single point of access for Eligible Property Owners, Participating Communities, Registered Contractors, and PACE Capital Providers to qualify projects for PACE Financing. The Program Administrator ensures that PACE-financed projects are eligible for PACE Financing under the PACE Statute, the PACE Ordinance, and these Program Guidelines.

The Illinois Energy Conservation Authority (IECA) is a non-profit organization formed to facilitate clean energy initiatives in the State of Illinois.

Slipstream—a clean-energy focused nonprofit organization—works in partnership with IECA to provide core C-PACE Program Administration Services: the proprietary C-PACE technology platform, application management, and technical review. Slipstream's role also includes the management of capital provider relationships, contractor qualification, along with providing marketing and training.

3.3 Participating Communities

Participating Communities are Illinois Local Unit of Government that have adopted an ordinance establishing a PACE Area and joining the IECA PACE Program. The following Illinois communities joined the IECA PACE Program:

Counties

- Kane
- DuPage

4.0 Eligibility Requirements

4.1 Eligible Properties

IECA PACE is currently available to commercial properties [office, retail, multifamily (5+ units), warehouse, hospitality, non-residential agricultural and industrial] located within a PACE Area. Eligible properties may be owned by non-governmental, tax-exempt organizations that operate facilities such as community centers, hospitals, theaters, schools, religious facilities, etc. The commercial portion of a mixed-use commercial/residential property is eligible. Nursing homes, and other care facilities are eligible.

Eligible Property Location

To be eligible, the Property must be (or must be eligible to be placed) on the property tax rolls of a County or municipality within a PACE Area and have a property tax identification number.

Ineligible Property Types

Residential single family (1 – 4 units), Property owned by a local, state or federal government, as well as property that is owned by a homeowners association or by a condominium association is not eligible.

Multiple Parcel IDs

Buildings with multiple Parcel ID/Parcel Number/tax keys require additional documentation and underwriting. For PACE Projects that encompass multiple Parcel IDs/tax keys, the Assessment will include 1) a description of the method of spreading the Annual Installment between the parcels; 2) a list of lots, blocks, tracts, and parcels of land in the PACE Area; and 3) the amount assessed on each parcel. However, Program Administrator reserves the right to deny buildings with multiple Parcel ID/tax keys if any one Parcel ID/tax key cannot support the PACE Project.

4.2 Eligible PACE Projects

An eligible PACE Project that is a redevelopment of an existing Property must meet the following criteria. New construction PACE Projects are also eligible but require additional verification and documentation (see additional details in [Section 4.3.4 New Construction PACE Projects](#) below). An eligible PACE Project must meet the following criteria:

- The PACE Financing plus the outstanding principal amount of all mortgages secured by liens encumbering the Property typically do not exceed the amount of the Property value. PACE Capital Providers and existing Mortgage/Lien Holders will impose limits based on their underwriting criteria. Property value will be determined by either the assessed value from the appropriate assessor's office or alternatively Eligible Property Owners may supply an appraisal completed within 12 months of the PACE Financing closing date that is prepared by an independent licensed real estate appraisal firm. If a PACE Financing will be greater than \$1 million, the appraisal must be prepared by a qualified professional in compliance with the Uniform Standards of Professional Appraisal Practices (USPAP). Eligible Record Owners of property-tax exempt properties must provide an appraisal, as described above. Compliance with this requirement can be demonstrated by a certification from the PACE Capital Provider. The PACE Capital Provider may accept property valuations determined by alternative appraisal methods, such as automated valuation methodology.
- The amount of all outstanding PACE Financing on a given Property may not exceed 25 percent of the property value.

- PACE Financing terms shall not exceed the expected life of the proposed Energy Conservation Measure (ECM) as described in the Energy Assessment. For projects that include multiple Energy Conservation Measures, the term of a PACE Financing may not be greater than the Energy Conservation Measure with the longest expected useful life. The ECM with the longest expected useful life must be a substantial portion of the PACE Project, subject to the Program Administrator's review and approval.
- PACE Project Energy Conservation Measure(s) must be permanently affixed to the real property, and the Record Owner must leave the improvements with, affixed or attached to, the Property during the term of the Assessment Contract.

PACE Project Energy Conservation Measure(s) must be supported by an assessment of the existing water and/or energy usage and a calculation of the expected financial and consumption savings and/or generation to be realized following installation of the approved PACE Project (see additional details in [Section 4.3 Energy Assessment Requirements](#) below). Examples of eligible Energy Conservation Measure(s) include, but are not limited to (See [Appendix C](#) for more detail):

- o High efficiency lighting
- o Heating ventilation air conditioning (HVAC) upgrades
- o New automated building and HVAC controls
- o Variable speed drives (VSDs) on motors, fans and pumps
- o High efficiency chillers, boilers and furnaces
- o High efficiency hot water heating systems
- o Combustion and burner upgrades
- o Water conservation measures
- o Heat recovery and steam traps
- o Building enclosure/envelope improvements
- o Building automation (energy management) systems
- o Renewable energy systems
- o Engineering and project development costs associated with the above improvements
- o Electric vehicle charging stations
- Ineligible installation projects include but are not limited to:
 - o Compact fluorescent and screw-in LED lamps.
 - o Plug load devices.
 - o Measures that are not permanently installed and can be easily removed.
 - o Measures that save energy solely due to operational or behavioral changes
 - o Any measure that is not an Alternative Energy Improvement and does not result in energy savings, water savings or renewable energy production.
 - o Any measure that cannot be explained in terms of industry-standard engineering or scientific principles.
 - o Refrigerant charge (AC/Split Systems/Heat Pumps)
- PACE Projects can qualify for and receive additional rebates and incentives from utility-based clean energy and water conservation programs, and other sources. Applicants are encouraged to obtain all applicable government, utility provider or manufacturer rebates, and

other upfront cost reductions to reduce the total PACE Project cost for purposes of calculating the amount of the PACE Financing.

4.3 Energy Assessment Requirements

A Record Owner must obtain an Energy Assessment for the PACE Project. The Energy Assessment must assess the existing water and/or energy use of relevant systems, or code baseline usage in the case of new construction and include a modeling of expected monetary savings to be achieved by the PACE Project. To implement this provision, IECA PACE requires that a Property Owner obtain an Energy Assessment as detailed below. The cost of the Energy Assessment, as well as the cost of any other third-party review of the assessment may be included in the PACE Financing amount.

All Energy Assessments for a proposed PACE Project must address the following components & information:

- Written description of the proposed PACE Project.
- Expected annual energy savings (kWh or therms), electrical demand reduction (kW), water savings (gallons or ccf), renewable energy capacity (kW), renewable electrical production (kWh) and operational cost (\$) savings.
- Estimate of the useful life of each ECM. Documentation supporting useful life.
- The total project capital cost required for each ECM or for packages of ECMs if interactive effects between ECMs make itemized costs impractical.
- Provide annual energy and water bill savings and operating cost projections. These shall include projected annual energy and water bill savings and operating cost assumptions (in \$ dollars)
- Provide clear and logical documentation of assumptions for energy savings calculations.
 - Document assumptions and inputs to calculations (e.g., hours of operation, equipment efficiencies, lighting power, controls, load factors, power factor, motor efficiencies, etc.) and use consistently throughout any calculations (as appropriate).
 - Key numbers should be easily identifiable (circled, bold, highlighted, etc.) with correct units shown.
 - Where necessary, as determined by the energy engineer, provide step-by-step calculations detailing the estimated annual energy savings, energy production, peak electrical demand reduction, and/or water usage. Must be detailed and orderly enough that one can follow the calculation process without prior knowledge of the Project, specialized software or specific technical knowledge.
- A copy of proposed relevant equipment specs, data sheets, etc.
- Where renewable energy measures are under consideration, please refer to Section 4.3.2 Renewable Energy Projects.

A qualified energy engineer will use generally acceptable engineering calculations or a building energy model in a U.S. Department of Energy (DOE)-approved energy modeling software to determine savings attributable to the proposed ECMs.

The Program Administrator will review the Energy Assessment submitted with application materials and submit any follow-up questions to the Applicant's project team.

Qualified Energy Engineering Professionals:

All Energy Assessments must be prepared and submitted by an energy engineer or by a team including an energy engineer. An energy engineer is defined as a professional holding one, or more of the following certifications:

- Certified Building Energy Assessment Professional (BEAP) (offered by ASHRAE)
- Certified Energy Auditor (CEA) (offered by Association of Energy Engineers [AEE])
- Certified Energy Manager (CEM) (offered by AEE)
- Certified High-Performance Building Design Professional (HBDP) (offered by ASHRAE)
- Certified Measurement and Verification Professional (CMVP) (offered by AEE and Efficiency Valuation Organization)
- Licensed Architect
- Licensed Professional Engineer (P.E.)
- Investor Confidence Project (ICP) Quality Assurance Assessor
- Investor Confidence Project (ICP) Project Developer
- ComEd Energy Efficiency Service Provider

A Registered Contractor with relevant demonstrated experience may also be approved by the Program Administrator to conduct Energy Assessments. A Registered Contractor may request approval to conduct Energy Assessments from the Program Administrator. Written Program Administrator approval of the Registered Contractor's authorization to prepare Energy Assessments must be granted prior to approval of any Final Application.

The IECA Program recognizes that developers and installers of Renewable Energy Systems and Alternative Energy Improvements may be able to provide a qualifying Renewable Energy Feasibility Study and/or an assessment of the benefits of an Alternative Energy System to an Eligible Property Owner without engaging an Energy Engineer, as described above.

The name, firm name and credentials of the energy engineer shall be included in the Energy Assessment.

4.3.1 Efficiency Improvements to Existing Buildings

Baseline:

The existing conditions of a building shall be used to establish the baseline level of energy and water usage against which the performance of the ECMs will be measured. Existing conditions may be determined based on nameplate efficiency ratings of currently installed equipment. Alternatively, the energy engineer may use modeled energy performance of the building or other professionally accepted methods of establishing energy and water efficiency performance of the existing building.

Energy Efficiency Improvement Energy Assessment Guidelines:

The Energy Assessment can adhere to one of the following:

- ASHRAE Energy Audit standards as defined by ANSI/ASHRAE/ACCA Standard 211-2018 (See [Appendix E](#))
- Pacific Northwest National Laboratory, A Guide to Energy Audits, PNNL-20956.
- Investor Ready Energy Efficiency (IREE) Certification. An IREE certification is an acceptable alternative to an Energy Survey.
- ASHRAE Standard 100

- ASHRAE Standard 90.1 Appendix G
- Other methodologies may be considered at the discretion of the PACE program administrator

4.3.2 Renewable Energy Systems

For all PACE Projects that include a Renewable Energy System, the Record Owner must submit a Renewable Energy Feasibility Study. In addition to the information required for all energy assessments (see Section 4.3), the Renewable Energy Feasibility Study, at a minimum, should address the following components:

- Site ambient conditions
- Location for the Renewable Energy System
- Energy system foundation
- Building characteristics
- Utility consumption profile of the site, including the site's historic energy use and cost
- Description of the proposed Renewable Energy System
- Projected energy production
- Projected energy and financial cost savings to be generated by the Renewable Energy System, including assumptions affecting the cost savings:
 - Weighted cost of energy saved and generated by the Project
 - Cost savings to be realized from time-of-use and demand charge reductions
 - Utility tariff to be applied to the site and/or system following installation
 - Utility escalation rate assumptions
 - Tax benefits and other incentives
 - Expected Useful Life of the Renewable Energy System
 - Maintenance expenses
- Assessment of total Project capital cost, utility tariffs and interconnections issues, including analysis of impacts of surplus energy generation by the Renewable Energy System
- Requirements to maintain optimized system performance for monitoring the system functionality and performance.
- Description of utility tariff, if any, to be applied to system production that exceeds consumption.

The Renewable Energy Feasibility Study should be prepared based on the Eligible Property Owners' intended use of the Renewable Energy System. Allowable uses of a Renewable Energy System include generation of electricity to supply the on-site demand of the Business, export of electricity to a utility provider, sale of the electricity through the use of a Power Purchase Agreement (or similar approved agreement format), or a combination of the three options. Production of clean heat or power by use of a Renewable Energy Resource such as biomass or biogas.

At its sole discretion, the Program Administrator may waive one or more required components of the Renewable Energy Feasibility Study.

Baseline:

The energy generation baseline for all Renewable Energy Systems is assumed to be zero energy generation; provided, however, if a Renewable Energy System is a replacement of an existing

renewable energy system, the Energy Assessment provider shall establish the baseline using performance and/or nameplate ratings of the existing system.

4.3.3 Alternative Energy Improvements

For all PACE Projects that include an Alternative Energy Improvement, the Record Owner must submit an assessment of the benefits of the Alternative Energy Improvement. This assessment must include:

- Description of the proposed Alternative Energy Improvement
- Projected energy consumption of the Alternative Energy Improvement
- Analysis of cost savings to be achieved by the Alternative Energy Improvement, including reductions in consumption of transportation fuels and operations and maintenance cost savings. The analysis may assess additional monetary savings or revenue generation to be achieved by the Alternative Energy Improvement.
- Assessment of utility tariffs, and interconnections issues.
- Requirements to maintain optimized system performance (maintenance expenses)
- Identification of an appropriate commissioning plan
- Present a summary of the estimated implementation cost for the measure, the simple payback period in years, and the simple ROI.
- Assumptions affecting the analysis, including, but not limited to:
 - Utility and fuel cost escalation rate assumptions
 - Any tax benefits and other incentives
 - Estimated Useful Life of the Alternative Energy Improvement

Baseline:

The energy generation baseline for all Alternative Energy Improvement is fossil fuel based internal combustion engine used for transportation.

4.3.4 New Construction PACE Projects

PACE Financing is available for the construction of new buildings as well as the substantial (gut) renovation OR adaptive reuse of vacant buildings. New construction projects, unlike existing-building retrofits, do not benefit from a history of pre-improvement energy consumption data from which baseline energy consumption can be formulated. Without the benefit of this baseline building performance data, additional Energy Assessment requirements are necessary. Further, the demonstration of reduced energy or water consumption will determine the amount of PACE Financing eligible for a new construction or substantial (gut) renovation project.

New Construction

The baseline for new construction projects is the minimum level of equipment efficiency required by the current applicable building energy code. For any new construction PACE Project that follows the performance or prescriptive path, the Applicant must demonstrate through the appropriate Energy Assessment that the PACE Project exceeds the IECC or equivalent ASHRAE 90.1 standard established in the state of Illinois building code, plus any state or local amendments. The state of Illinois publishes the Illinois Building Code and Energy Conservation Code here:

<https://www2.illinois.gov/cdb/business/codes/Pages/default.aspx>

The energy engineer should also verify with appropriate local (county or municipality) building code enforcement jurisdiction to ensure local building code compliance. For the purposes of the energy savings calculations prepared in the Energy Assessment the Applicant must demonstrate energy and water performance that is greater than the baseline set in the Illinois building code.

This Energy Assessment shall summarize the building's total anticipated performance that is better than the building code (baseline) with a summary percentage of performance above the code baseline, such as 5% above the baseline. To be eligible for PACE financing on a new construction project the PACE Project must achieve measurable and significant Energy Savings that exceed the code baseline.

The Energy Assessments for a new construction project may demonstrate expected energy or water savings over this baseline in one of two ways:

I) New construction Energy Assessments may itemize ECMs whose efficiency specifications exceed the baseline requirements as outlined in the appropriate building code, per ECM included in the project. The Energy Assessment must describe each ECM's characteristics according to these energy survey guidelines and provide supporting documentation showing the extent to which each ECM exceeds minimum baseline requirements. 100% of the Direct Cost of each ECM that demonstrably exceeds minimum code requirements may be included in the PACE Financing amount.

II) New construction Energy Assessments may demonstrate overall savings on a whole building level, following a methodology consistent with ASHRAE 90.1 Appendix G guidelines. Estimated whole building energy savings above minimum baseline should be calculated using a DOE approved building energy modeling software or detailed engineering calculations. Building level savings calculations shall state the building's total anticipated performance that is better than the building code (baseline) with a summary percentage of performance of the whole building. New construction PACE Projects must demonstrate measurable whole-building performance that is above minimum code requirements. 100% of the Direct Cost of each ECM that demonstrably exceeds minimum code requirements may be included in the PACE Financing amount.

New construction projects that only involve Renewable Energy installed on new buildings are not subjected to the additional requirements and should follow the established Energy Assessment requirements for these improvements that are set forth above for Renewable Energy Systems.

Adaptive Reuse and Vacant Building Baseline:

If the subject PACE Project concerns the substantial (gut) renovation or adaptive reuse of a vacant or underutilized building at project inception as determined by the Program Administrator, the baseline for the purposes of establishing energy savings of proposed Energy Conservation Measures can be set at the level of existing equipment and building conditions.

With the exception of the provision of historic utility bills, the Energy Survey for this project type should include all other component requirements for existing buildings, as outlined above. Energy savings for adaptive reuse and vacant buildings may be established using the appropriate energy survey methodology determined by the qualified energy engineer as set forth above, provided that the existing equipment will serve the same function as the end result of the project.

4.4 Eligible PACE Project Costs and PACE Financing Amount

The PACE Project budget may include all Direct Costs required to install all ECM(S) included in the PACE Project as well as soft costs required to develop and finance the installation.

Eligible Direct Costs include all ECM Direct Costs necessary to complete the installation, such as the installation/construction contract amount (materials, labor and overhead) and any required ancillary cost incurred in order to complete the installation of an ECM. Examples of eligible ancillary costs are roof structural improvements necessary to allow the installation of a roof mounted solar PV array and building electrical upgrades necessary to install an efficient HVAC system or efficient lighting. All such ancillary costs are subject to the Program Administrator's review and approval.

Eligible soft costs may include the cost of the following: engineer's energy survey, other required design and engineering, project development fees, Program Fees, permit fees, appraisal reports, environmental report, surveys, legal fees, Capital Provider fees, title reports, credit checks, owner's legal Trustee fees, recording charges, escrow disbursement fees, other third-party reports, financing fees, fees associated with the issuance of bonds for the financing, interest reserves and capitalized interest. Some fees may not apply depending on transaction scope and owner's availability to certain due diligence reports.

The amount of PACE Financing proceeds available for a new construction or adaptive reuse PACE Project is the lesser of the sum of the Direct Costs of the Eligible ECM(s) plus eligible soft costs or 25% of the property value (as determined in section 4.2 Eligible PACE Projects).

The amount of a PACE Financing shall be equal to or less than the amount of the eligible PACE Project costs but may not be less than \$50,000. The Program Administrator may review and approve PACE Financings less than \$50,000 on a case-by-case basis.

4.5 Eligible Property Owners

IECA PACE is a voluntary program available to Eligible Property Owners with Eligible Properties located within a PACE Area. Only Eligible Property Owners who voluntarily participate in the Program and close a PACE Financing will have a PACE Assessment imposed against their Property. To be eligible to participate in the Program, a property owner must, at a minimum:

- Be the person or persons possessing the most recent fee title or land contract vendee's interest of an Eligible Property as shown by the records of the Recorder of Deeds. Alternatively, if the Applicant will become the Record Owner of the property concurrently upon closing of the PACE Financing, documentary evidence showing such anticipated transfer reasonably satisfactory to the Program Administrator will be required. All owners of the fee simple title to the subject property, or their legally authorized representatives, must sign the Final Application. Therefore, before submitting the Pre-Application, please ensure that all owners (or their representatives) of the subject Property will agree to participate in IECA PACE on these terms.
- Obtain the written affirmative acknowledgment of the holders or loan servicers of any mortgages secured by the Property of participation in IECA PACE (See [Section 9.0 Mortgage Lender Consent](#) below).
- Certify they (and its owner of the Record Owner if the Record Owner is a single-purpose entity) are solvent and that no proceedings are pending or threatened in which the Record Owner (or the owner of the Record Owner, as applicable) may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from all of the Record Owner's (or the owner of the Record Owner's, as applicable) debts or obligations, be granted an extension of time to pay the Record Owner's (and the owner of the Record Owner's, as

applicable) debts or be subjected to a reorganization or readjustment of the Record Owner's (and the owner of the Record Owner's, as applicable) debts. The Record Owner must also certify that the Record Owner (or any owner of the Record Owner if the Record Owner is a single-purpose entity) has not filed for or been subject to bankruptcy protection in the past two years.

- Be current in the payment of all obligations secured by the subject Property, including property taxes, special assessments (including PACE Assessments), special taxes, other tax liens, or water or sewer charges. The Program Administrator and PACE Capital Provider may review public records, including the real property records, to verify compliance with this requirement
- Have no involuntary liens on the Property, including, but not limited to, construction or mechanics liens, lis pendens or judgments against the Record Owner, environmental proceedings, or eminent domain proceedings. The Program Administrator and its financing partners may review public records, including the real property records and court documents, to verify compliance with this requirement.
- Have no notices of default or delinquency on property-based debt that have been recorded and not cured.
- Certify that it is not a party to any litigation or administrative proceeding of any nature in which the Record Owner has been served with notice of pending litigation, and that no such litigation or administrative proceeding is pending or threatened that, if successful, would materially adversely affect the property owner's ability to operate its business or pay the contractual assessment when due, or which challenges or questions the validity or enforceability of the PACE Assessment Contract or any other documents executed by Record Owner in connection with the Record Owner's participation in IECA PACE.
- Properties that are currently appealing a property tax assessment will be reviewed, and eligibility for IECA PACE will be determined on a case-by-case basis.

4.6 Eligible PACE Capital Providers

IECA PACE operates an "Open Market" PACE Program whereby Eligible Property Owners have the flexibility to select their preferred PACE Capital Provider for a PACE Project on their Eligible Property. The open market model gives Eligible Property Owners access to a range of private capital providers who offer competitive rates and financing terms and conditions. Public funds are not anticipated to be made available for funding PACE Projects, though units of government are not prohibited from participating as PACE Capital Providers. No exclusivity will be provided to PACE Capital Providers, and the Record Owners will retain the right to choose the type and provider of financing that works best for their business needs.

Any capital provider interested in offering PACE Financing must meet certain qualifications to become a PACE Capital Provider and to participate in the IECA PACE Program. The process for becoming a PACE Capital Provider is as follows:

1. The interested capital provider must respond to a RFQ (Request for Qualifications) for consideration by the Program Administrator. The RFQ is available at <http://lecapace.org/benefits-capital-providers>
2. Upon approval by the Program Administrator and execution of a PACE Capital Provider Agreement, the capital provider will be considered a "PACE Capital Provider." PACE Capital Providers are listed on the IECA PACE website.
3. PACE Capital Providers may receive information from the Program regarding financing opportunities as well as pertinent developments related to IECA PACE.

4. Applicants may also pre-select their preferred capital provider prior to the capital provider submitting a response to the RFQ. Information pertaining to the Applicant's applications to IECA PACE shall be kept confidential among the parties to the Application. However, prior to the closing of the applicable PACE Financing, the capital provider must be approved by the Program Administrator as a PACE Capital Provider as outlined above.

The information provided by PACE Capital Providers will be used to link PACE Capital Providers, project developers, energy service companies, Registered Contractors, energy auditors, engineering firms, utility companies, property owners, and others to develop and fund qualified PACE Projects.

IECA PACE reserves the right to rescind the "PACE Capital Provider" status of any PACE Capital Provider according to the terms of the PACE Capital Provider Agreement.

4.7 Eligible Contractors

IECA PACE seeks to facilitate good, locally based jobs for contractors and their employees. All Projects financed through IECA PACE must be installed by a Registered Contractor, approved by the IECA PACE Program Administrator. If a Record Owner desires to have a company that is not a Registered Contractor install the ECMs to be funded through the PACE Financing, the non-participating company may become a Registered Contractor by submitting an IECA PACE Contractor Application and receiving approval from the Program Administrator.

To be eligible for PACE Financing, all work associated with the installation of an ECM that requires a license under any applicable law must be installed by a Registered Contractor who holds the appropriate license.

The Record Owner and PACE Capital Provider are required to ensure that qualified, reputable contractors are chosen to perform the work on the PACE Project according to plan, specifications, and requirements set forth in these Program Guidelines.

4.7.1 Approval of Registered Contractors

All ECMs financed through the IECA PACE Program must be installed by a Registered Contractor. To become a Registered Contractor, a company must complete and submit an IECA PACE Registered Contractor Application ("Contractor Application") through the IECA PACE website and receive approval from the Program Administrator. The Program Administrator will review and respond to Contractor Application submissions within no more than ten business days.

As part of its Contractor Application, the contractor must provide current evidence of any applicable licenses that it holds. The company must also agree to certain terms and conditions that will govern its participation in the Program. When accepting the terms and conditions, a Registered Contractor acknowledges that disbursement of a minimum of 20 percent of total financing proceeds will be contingent upon receipt and approval by the Program Administrator of a final Certificate of Completion a copy is attached as Exhibit A to [Appendix H](#) that is signed by the Record Owner. The Certificate of Completion will certify that all ECMs that are included in the PACE Project have been properly installed and are operating as intended. In accepting the Terms and Conditions of the IECA PACE Program, the Registered Contractor retains all legal rights and remedies in the event of a disagreement with the Record Owner.

A copy of the terms and conditions of participation by Registered Contractors in the IECA PACE Program is attached as [Appendix H](#).

5.0 Retroactive Projects

Completed installations of eligible Energy Conservation Measures are eligible for retroactive PACE Financing. Retroactive PACE Financings are PACE Financings that close financing after the Eligible Property Owner completes the installation of an Energy Conservation Measure(s). Retroactive Projects must satisfy the same requirements as other PACE Projects. However, the Program Administrator recognizes that an Eligible Property Owner may not have been aware of PACE Programs when undertaking a project that would have been eligible. Another situation that justifies Retroactive PACE Financings is a new construction project, which begins with a short-term construction phase financed by a construction loan, followed by long-term permanent loan that refinances the construction loan. Typically, Eligible Property Owners can access permanent financing only after completion and stabilization of the project. PACE Financing is eligible at both phases. If the PACE Financing is put in place at the closing of the permanent loan, it is considered a Retroactive Project.

Eligible Property Owners with retroactive PACE Projects may apply to IECA PACE to be approved for PACE Financing. Retroactive PACE Projects are subject to the following additional requirements:

- 1) All such retroactive PACE Financings have to close within twenty-four (24) months of the completion of the PACE Project.
- 2) For any such retroactive PACE Project, the term of the PACE Financing will be reduced to account for any of the Energy Conservation Measure's life that has elapsed between the time of installation and the close of a PACE Financing. For example, if a PACE Financing is funded one year after installation of the ECM(s), the eligible term of the financing will be reduced by one year.

Required Documentation

Verification is required to establish prior conditions (baseline) and describe the new Energy Conservation Measures installed in any such retroactive PACE Project. The Energy Assessment for a retroactive PACE Project shall include additional documentation that provides evidence of installation of the ECM(s) that are the subject of the PACE Project, as follows:

- Completion Date for the ECM(s) that are subject to the PACE Project
- Make and model of equipment replaced – (describe the baseline)
- Documentation that provides evidence of equipment installed prior to replacement
- Make and model of ECM(s) that are the subject of the retroactive PACE Project.
- Documentation that provides evidence of installation of new ECM(s)

6.0 Program Fees

IECA PACE and Program Administrator reserve the right to modify the following fee structure at any time due to changes to program requirements or market factors. Such modifications will be published in updates to these Program Guidelines.

6.1 Application Fee

A \$150 fee is due to the Program Administrator at the time the Final Application is submitted to it for review. This fee is to be paid before the Program Administrator will begin review of the Final Application. A credit for the Application Fee paid will be applied toward the Program Fees assessed on an approved Final Application at closing. Application Fees are to be sent to:

IECA PACE
Attn: Program Administrator Servicing Department
paypal@weccusa.org

6.2 Program Fee

The Program Fee is paid to the Program Administrator at or prior to the PACE Financing closing date. (See [7.0 Program Administration \(Application Process\)](#)). The Program Fee is a one-time processing fee for the transaction that is equal to one and three quarters percent (1.75%) of the Financed Amount stated in the Assessment Contract for the subject PACE Project. The Program fee is limited to a maximum of \$75,000. This fee may be capitalized into the Financed Amount for the subject PACE Project. There may be a minimum Program Fee amount assessed on smaller PACE Projects.

6.3 County Fee

The fee is paid to the county in which the Eligible Property is located at or prior to the PACE Financing closing date. The rate and amount of the county fee shall be equal to one percent (1.0%) of the Financed Amount stated in the Assessment Contract for the subject PACE Project. The county fee may be capped subject to the County's discretion. This fee may be capitalized into the Financed Amount for the subject PACE Project.

6.4 Bond Placement Fee

Applicants will be assessed the cost of the bond placement associated with the subject PACE Financing. The bond placement fees include the cost to issue the Bond Agreement including, bond counsel, issuer fees and the trustee. These fees may be capitalized into the Financed Amount for the subject PACE Project.

6.5 Program Administration Maintenance Fee

The annual PACE Assessment installments shall include a Program Administration Maintenance Fee in an amount that is yet to be determined.

6.6 County Treasurer Fee

The county in which the Eligible Property is located may establish an amount for and charge an annual servicing fee for the collection and processing of the PACE Assessment from the real estate tax bill.

6.7 Program Expenses

The foregoing Application Fee, Program Fee, County Fee, Program Administration Maintenance Fee, and County Treasurer Fee include the suite of fees generally necessary to cover the regular costs of the administration of the IECA PACE Program. These costs and expenses do not include any specialized professional services that may be necessary should the circumstances of any particular PACE Project require them. For example (and without limitation), should any participant in a PACE Project submit substantive comments to the IECA PACE program documentation (including but not limited to the PACE Assessment Contract, request a legal opinion from IECA PACE counsel or require other time and resource intensive review of a transaction, the Record Owner for such PACE Project shall be responsible for covering such IECA PACE expenses at cost. These expenses may be paid out of the proceeds of the PACE Financing. The Program Administrator will require evidence that such expenses will be paid before closing of a PACE Financing may proceed.

6.8 Capital Provider Fee

PACE Capital Providers may charge an origination fee to cover their cost of arranging the PACE Financing. Any such fee shall be arranged and agreed to in an agreement between the Capital Provider and Applicant. If applicable, a debt service reserve may be required.

7.0 Program Administration (Application Process)

To proceed with a PACE Project a Record Owner must complete the application process outlined below. The Application and Program Administration process is broken into two distinct parts: Part 1 includes the application management, approval, and completion of the project. Part 2 involves the repayment of the PACE Financing.

7.1 Part 1: Application Process



Application Process Overview

To proceed with funding a PACE Project a Record Owner must complete the application process, which has two phases: Pre-Application and Final Application. Approval of the Final Application by the Program Administrator is a requirement prior to closing a PACE Financing.

Project Center

The Project Center portal contains all documents, applications, and instructions required to be approved for PACE financing through IECA PACE. Users may access the Project Center at <https://iecapace.org/project-center>. Applicants are encouraged to review the process below and submit a Pre-Application to determine if their property is eligible for financing.

7.2 Determine Eligibility and Complete the Pre-Application

Step one in the process is to complete the Pre-Application. The Pre-Application gives Record Owners the opportunity to establish Project eligibility for participation in IECA PACE before they invest in project development. The information collected in this step of the process will be used by the Program Administrator to verify that the Applicant's property is an Eligible Property, and that the proposed project falls within the parameters established in these Program Guidelines.

To begin the process, Record Owners or their designated representatives complete the online Pre-Application form available in the Project Center at <https://iecapace.org/project-center>.

New Applicants to IECA PACE will be prompted to create a username and password. These credentials will be used to access the Project Center portal to complete subsequent steps on the application process or to update information.

Once a Pre-Application is submitted, the Program Administrator will conduct a preliminary review to determine if the property and proposed project is eligible for enrollment in the PACE Financing Program. This review will typically be completed within 2 business days of receipt of a completed Pre-Application. If an Applicant's property is not eligible because there is not a PACE Program for the Local Unit of Government where the property is located, the Program Administrator will provide guidance on what steps the Applicant can take to help bring PACE to their community.

7.3 Develop Energy Conservation Project and Lender Consent

Following review and approval of the Pre-Application, the Program Administrator will notify Applicant that the Pre-Application is approved and Record Owners should move forward with the Project development phase.

Record Owners will work with their designated representatives to develop and define an eligible PACE Project. Applicants should obtain an Energy Assessment at this point in the process, as previously described in [Section 4.3 Energy Assessment Requirements](#) above. Following the Energy Assessment, Applicants will work with their Registered Contractors to determine the final scope, project cost and schedule.

Simultaneously to the Project development process the Program Administrator recommends the Applicant approach any current mortgage holder(s) to acquire written Mortgage Lender Consent for the proposed PACE Financing. (See [Section 9.0 Mortgage Lender Consent](#)), below. Mortgage Lender Consent is a condition precedent to closing a PACE Financing under IECA PACE.

Applicants should also contact eligible PACE Capital Providers to secure acceptable PACE Financing terms and conditions.

The Program Administrator manages a list of qualified PACE Capital Providers and this information is available to all Applicants on the Program website iecapace.org. Applicants are free to work with any Capital Provider who will provide financing in accordance with IECA PACE's eligibility requirements. (See [Section 4.6 Eligible PACE Capital Providers](#), below.) The PACE Capital Provider will conduct its own review of the PACE Project according to its underwriting requirements.

7.4 Submit Final Application with Supporting Documentation

When the pre-development work for the PACE Project is substantially complete, Record Owners should then complete the Final Application. The Final Application is available to the Record Owner upon approval of the Pre-Application and is accessible through the Project Center / Existing Application. The Program Administrator will also send the Record Owner an email with a link to the Final Application within Project Center. For reference there is a sample copy of the form Final Application is available in [Appendix G](#).

Along with a complete Final Application form, Record Owners are required to submit documentation about the PACE Project. The Final Application form within the Project Center contains a section available to Record Owners to upload all of the required documents. The Program Administrator will

only accept documents uploaded through the Final Application form in the Project Center. Applicants shall supply the following supporting documentation:

- Executed Final Application completed by the Record Owner, with all files filled including all owner certifications and signatures.
- Signed Installation Contract(s) from Registered Contractor(s) for the PACE Project that includes the cost of the work, the scope of work, and the schedule for the installation of the ECM(s). Such contract(s) shall provide specifications for the equipment & improvements to be installed in the PACE Project, specifically the ECM(s) identified in the Energy Assessment for the PACE Project.
- Energy Assessment conducted according to the requirements of these Program Guidelines and documenting the expected monetary savings from the energy, water and operations savings to be achieved by the PACE Project.
- Appraisal or Assessed Value as indicated on the Final Application by the Record Owner, which will indicate the basis for the Eligible Property valuation. If the Applicant selects appraised value, a copy of such appraisal, conducted within 12 months of the estimated closing date shall be submitted along with its application.
- Capital Provider Offer to Fund: Applicant must provide documentation that indicates that a Capital Provider has offered to provide PACE Financing for the Applicant's PACE Project. Such documentation may be evidenced by a signed term sheet, commitment letter or other documentation reasonably satisfactory to the Program Administrator.
- Substantially Final PACE Assessment Contract (see [Section 7.5](#) for further detail) must have been agreed upon among the Record Owner and the Program Administrator. There should be no material changes to the PACE Assessment Contract after IECA PACE approval and prior to closing.
- Payment of Program Expenses must be evidenced in a proposed sources and uses or some other documentation reasonably satisfactory to the Program Administrator. (See [Section 6.7 Program Expenses](#) for further detail.)

Pre-closing Documents (May be submitted after submission of Final Application however documents must be submitted prior to closing of the subject PACE Financing).

- Mortgage Lender Consent evidenced by written consent from all existing mortgage holders on the Eligible Property for the proposed PACE Project. (See [Section 9.0 Mortgage Lender Consent](#) for further detail.) Requests for Mortgage Lender Consent must be delivered to holders or servicers of property-based debts on the Eligible Property at least 30 days prior to loan closing.
- Mortgage Loan Balance(s) submitted as copies of the most recent mortgage loan statement(s) for all such loans outstanding on the property in order to determine the current loan-to-value ratio.
- Title Report disclosing all current mortgage and lien holders on the property and showing that there are no involuntary liens on the property (the Title Report must be issued not more than 30 days prior to closing of the PACE financing). The Applicant and Capital Provider are responsible for obtaining the report.
- Closing/Disbursement Statement listing the fees, expenses, third party services, etc. to be disbursed with the proceeds of the PACE financing including the amount of payment.

Once a complete Final Application is received, the Program Administrator will review it for completeness and accuracy of the information and documents enclosed to ensure they comply with these Program Guidelines. The Program Administrator will provide the Record Owner with written Notice of IECA PACE Approval or request for more information within 10 business days of a submission of a completed Final Application. If the Program Administrator finds the Record Owner's Final Application is incomplete, the Program Administrator will notify the Record Owner who will have the opportunity to complete any missing information. Upon resubmission of a completed Final Application, the Program Administrator will complete its review within 10 business days and respond in writing with the results of its review of the Final Application. Thereafter, the PACE Project may be submitted for final IECA PACE approval.

7.5 Close Financing & Execute PACE Assessment Contract

Upon the approval of the Final Application, a Notice of IECA PACE Approval will be sent to the Record Owner and its designated agent. Upon receipt of the Notice of IECA PACE Approval, the Record Owner may proceed with closing of the PACE Financing.

In addition to any financing agreements required by the PACE Capital Provider, the Record Owner and PACE Capital Provider are required to execute the PACE Assessment Contract and/or Memorandum of Assessment Contract in conjunction with the PACE Financing closing. The PACE Assessment Contract is a contract between the Participating Community and the Record Owner that memorializes for the public record that there is a PACE Financing and PACE Assessment Contract outstanding against the Record Owner's real property, among other terms. A copy of the PACE Assessment Contract is included in these Program Guidelines in [Appendix D](#). Following the execution and payment of all applicable fees, the Program Administrator will record the PACE Assessment Contract with the recorder of deeds in the county in which the Eligible Property is located.

7.6 PACE Project Implementation

Following close of the PACE Financing and receipt of the proof of recording of the PACE Assessment Contract, the Record Owner and its agents may initiate construction of the PACE Project or otherwise fund the PACE Financing in accordance with the agreements with the PACE Capital Provider, the PACE Assessment Contract and the installation contractor's contract.

The Record Owner or Registered Contractor will submit interim completion certificates to the PACE Capital Provider in order to draw funds for the PACE Project. Funds will be drawn directly from the PACE Capital Provider according to terms agreed to between those parties.

7.7 Project Completion

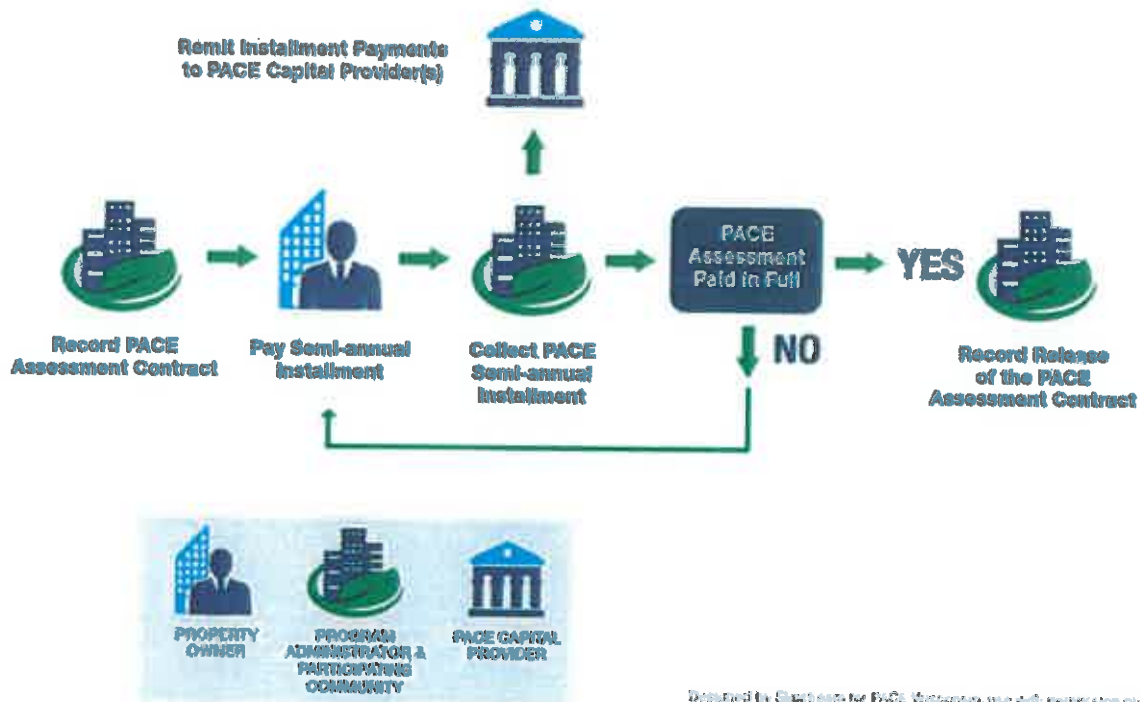
Upon final completion of the PACE Project, the Record Owner and Registered Contractor will execute a final completion certificate. The PACE Capital Provider is prohibited from releasing the final draw of the PACE Financing funds until the Record Owner signs a final Completion Certificate (See Exhibit A to [Appendix H](#)) and submits it to the Program Administrator on behalf of the Local Unit of Government. The Completion Certificate will acknowledge that all contracted work has been fully and satisfactorily completed. The Completion Certificate will further acknowledge that the Local Unit of Government has complied with all requirements of Section 25 of Public Act 100-0980.

IECA PACE recommends, but does not require, that the Registered Contractor or Energy Assessment Provider complete commissioning of the ECMs prior to executing the final Completion Certificate.

IECA PACE recommends that the commissioning provider submit a post-construction commissioning report to the Record Owner, Program Administrator and PACE Capital Provider. A post-construction commissioning report includes certain information:

- 1) A statement that systems have been completed in accordance with the Energy Assessment and/or Renewable Energy Feasibility Study and contract documents, and that the systems are performing as expected;
- 2) Identification and discussion of any substitutions, compromises, or variances between the final design intent, contract documents and as-built conditions;
- 3) Description of components and systems that exceed the owner's Project requirements and those which do not meet the requirements and why; and
- 4) A summary of all issues resolved and unresolved and any recommendations for resolution.

8.0 Assessment Administration



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8.1 Assessment Lien

An Assessment Contract created pursuant to the PACE Statute, including the full amount of the PACE Financing, the Semi-Annual Installments, and any interest or penalties accrued thereon, constitutes a first and prior lien against the Property on which the Assessment Contract is imposed from the date the Assessment Contract is recorded until the Assessment Contract and all interest and penalties thereon is satisfied.

The Assessment Contract Lien has the same priority status as a lien for any other tax imposed by any agency, municipality or county of the State of Illinois and shall be treated as a tax imposed by any agency, municipality or county. The Assessment Contract (Lien) runs with the land and that portion of the Assessment Contract that has not yet become due is not eliminated by foreclosure of a property tax lien. The Assessment Contract lien cannot be accelerated or extinguished until fully repaid. The Assessment Contract lien may be enforced by the County in the same manner as failure to pay real property taxes within such County.

8.2 Repayment of the PACE Financing

Repayment of the PACE Financing will commence according to the terms of the PACE Assessment Contract. The first repayment date for a Semi-Annual Installment of an assessment will be subject to the assessment repayment schedule in the Assessment Contract as well as the existing schedule for billing and collection of real property taxes for the county in which the Eligible Property is located.

Semi-Annual Installments will be collected by the county using their present tax collection process, including through a county tax claim bureau, locally elected tax collector or contracted third party tax collector. Notwithstanding the above, Semi-Annual Installments will not be subject to payment plans

or grace periods allowable for real property taxes; each Semi-Annual installment must be paid in full on the relevant due date under the Assessment Contract or will be considered delinquent. While partial payments of Annual installments may be accepted, such Annual installment will be considered delinquent with respect to the outstanding unpaid amount of that Annual installment. Annual installment payments will be added to the Eligible Property Owner's real estate tax bill or stand-alone bill as a separate line item.

Each Semi-Annual installment payment shall include a Program Administrator Maintenance Fee and a County Treasurer Fee. The Program Administrator will remit collected Semi-Annual installments, including any penalty or interest thereon, to the Capital Provider pursuant to the terms of the Assessment Contract.

All other procedures related to the payment of the Assessment, including remedies for delinquency and defaults, will be set forth in the Assessment Contract related to the applicable PACE Financing. Nothing in these Program Guidelines may supersede or alter the terms and conditions contained in an Assessment Contract entered into by an Eligible Property Owner and a Participating Community.

Nothing in these Program Guidelines may supersede or alter the terms and conditions contained in a PACE Assessment Contract entered into between a Record Owner and a PACE Capital Provider.

8.3 Delinquent PACE Semi-Annual Installments and Enforcement Remedy

Pursuant to the PACE Statute and an executed Assessment Contract related to an Eligible Property, the Assessment Contract (lien) on such Property will be enforced by the county in the same manner that a property tax lien against real property is enforced by the county to the extent the enforcement is consistent with the laws of Illinois. Delinquent Semi-Annual installments will incur interest and penalties in the same manner as delinquent property taxes. Delinquent Semi-Annual installments will be enforced by the county subject to the county's present tax collection process, including through tax sale and/or foreclosure, and pursuant to the terms of the Assessment Contract. In the event a delinquent Annual installment is enforced, the outstanding balance of the Assessment Contract will not accelerate.

Other events of default may occur if the Record Owner fails to adhere to other obligations specified in the Assessment Contract.

An Assessment Contract may be transferred to a Record Owner upon sale or transfer of the Eligible Property during the term of an Assessment Contract. The process and requirements for transfer of the Assessment Contract are specified in the Assessment Contract ([See Appendix D](#))

8.4 Once a PACE Assessment Has Been Paid In Full

Once the Assessment Contract is repaid in full according to the terms of the Assessment Contract, repayment of the Semi-Annual installments will cease and the Program Administrator will record a termination of the Assessment Contract with the appropriate county recorder of deeds.

9.0 Mortgage Lender Consent

All Record Owners must provide the written consent of the existing holder or loan servicer of any existing mortgages or other real property lienholder of record on the Eligible Property ("Existing Lien

Holder”) prior to Final Application approval by the Program Administrator. The purpose of the Mortgage Lender Consent is to:

- Provide notice to the Existing Lien Holder that the Record Owner is proposing the Eligible Property participate in IECA PACE and obtain the Existing Lien Holder's consent to such participation.
- Request confirmation from the Existing Lien Holder that the levy of the PACE Assessment, subject to the PACE Assessment Contract will not trigger an event of default or the exercise of any remedies under the mortgage loan documents or other security documents held by the Existing Lien Holder.
- Advise the Existing Lien Holder that the PACE Financing will be repaid in Semi-Annual Installments collected pursuant to the terms of the PACE Assessment Contract and Bond Agreement subject to the same penalties, remedies and lien priorities as a special assessment. Additionally, provide notification that the Existing Lien Holder's lien will be subordinate to the PACE Assessment.
- Advise the Existing Lien Holder of the maximum amount of the PACE Financing and the maximum annual assessment amount necessary to repay the maximum PACE Financing.
- Advise the Existing Lien Holder that the Local Unit of Government, or its permitted assignee, can foreclose the property if the PACE Assessment is not paid.
- Contain a declaration from the Record Owner of the Eligible Property to pay on a timely basis both the existing obligations secured by the Eligible Property and the proposed PACE Financing.

The Program Administrator recommends that the Record Owner consult with its PACE Capital Provider before they approach an Existing Lien Holder. Many traditional lenders are not familiar with PACE Financing and may misunderstand how it works. In seeking Existing Lien Holder consent, the Record Owner may find it helpful to inform Existing Lien Holder(s) that in the event of PACE Financing default and tax foreclosure, the PACE Financing will not accelerate and only the delinquent amount of the PACE Financing will enjoy super-priority lien status. Further, participating Eligible Property Owners should emphasize that PACE-financed projects increase the value of the Existing Lien Holder's collateral. Record Owners are encouraged to have the PACE Capital Provider attend the meeting with the Existing Lien Holder.

A copy of the Mortgage Lender Consent template can be found within the Project Center in the Documents section located [here](#).

10.0 Change Orders

All change orders that result in an alteration of the anticipated energy and water savings attributed to the PACE Project must be pre-approved by Program Administrator to ensure that the changes to the PACE Project remain consistent with the requirements as set forth in these Program Guidelines. The Record Owner shall provide documentation of the change as follows:

- Change in PACE Project scope, description of changes
- Revised PACE Project budget to account for changes in PACE Project cost
- Energy and operations savings estimates, as evidenced in a revised Energy Assessment or Renewable Energy Feasibility Study
- Approval of the change by the PACE Capital Provider.

A Record Owner who requires a change order is required to complete a summary of the above changes and submit the same to Program Administrator for approval.

11.0 Disclosure

- The Program Administrator does not provide legal advice and will not mediate any disputes between any participants in IECA PACE, including but not limited to, Record Owners of Eligible Properties and their tenants, PACE Capital Providers, Registered Contractors, energy service companies, and utilities.
- In addition to other designated and implied responsibilities in the PACE Program, Applicant is responsible for reviewing the terms, conditions, and obligations implied by the PACE Assessment Contract, as well as the terms of any supplemental agreements with the PACE Capital Provider and all agreements with Registered Contractors, Energy Assessment providers, and any other parties to the project.
- When approving an installation contractor as a Registered Contractor, the Program Administrator conducts a limited review of the company, including review of professional licenses held by the contractor. Record Owner should not rely on Program Administrator's approval of a Registered Contractor as assurance of the Registered Contractor's qualifications. Record Owner is responsible for conducting its own due diligence, including but not limited to consideration of finances, performance, and pricing, before selecting a contractor.
- The Program Administrator does not provide any accounting advice regarding how a Record Owner should treat the PACE Financing in their books and records.
- The Program Administrator has the right to review all projects for eligibility and may approve PACE Projects for PACE Financing according to the standards and criteria set forth in these Program Guidelines.
- IECA PACE and the Local Unit of Government retain ultimate discretion whether to approve a PACE Financing and enter into a PACE Assessment Contract to levy a PACE Assessment against an Eligible Property.
- PACE Capital Providers are prohibited from releasing, and installation contractors are prohibited from receiving, final payment for a PACE Project until the required parties have duly executed a Certificate of Completion and the Program Administrator has accepted the Certificate of Completion.
- The Local Unit of Government and Program Administrator:
 - Do not endorse any particular PACE Capital Provider, Registered Contractor, engineering firm, manufacturer, product, or system design by this offering.
 - Are not responsible for any tax liability imposed on the recipient as a result of the payment.
 - MAKE NO REPRESENTATION OR WARRANTY, AND ASSUME NO LIABILITY WITH RESPECT TO THE QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, CONSULTING, PRODUCT, SYSTEM, EQUIPMENT, OR APPLIANCE INSTALLED OR RECEIVED AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATIONS, WARRANTIES, AND LIABILITY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Please contact your contractor for detailed manufacturer equipment warranties.
 - Do not guarantee that installation and operation of energy efficient equipment will result in reduced usage or in cost savings to a Record Owner or any occupants of an Eligible Property.

- **Are not responsible for the proper disposal/recycling of any waste generated as a result of any Project.**
- **Are not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of the products, equipment, or appliances, or the installation thereof related to a PACE Project.**
- **Unless notified in writing, Program Administrator reserves the right to publicize participation in the Program.**
- **Upon reasonable notice period a Program Administrator representative may schedule a site visit to verify that qualified products, systems, equipment, or appliances were installed.**

Appendix A: State of Illinois PACE Statute

Illinois Public Act 100-0980 enables Commercial Property Assessed Clean Energy Financing in the state of Illinois. Illinois amended Public Act 100-0980 in August, 2018. The full text of the act, as amended in August, 2018, is available on the website of the Illinois General Assembly and may be accessed at: <http://ilga.gov/legislation/publicacts/fulltext.asp?Name=100-0980>

The state may approve additional amendments to the enabling legislation in the future. Eligible Property Owners, PACE Capital Providers, and Registered Contractors are responsible for complying with any applicable future amendments to the law.

Appendix B: PACE Financing Ordinance

Ordinance No. _____

AN ORDINANCE establishing a property assessed clean energy program in The County of _____ Illinois, designating a PACE Area, providing for property assessments, and approving related matters.

* * *

WHEREAS, The County of _____, Illinois (the "*County*"), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended (the "*Counties Code*"); and

WHEREAS, pursuant to the Property Assessed Clean Energy Act of the State of Illinois, as amended (the "*Act*"), the County Board of the County (the "*Board*") is authorized to establish a property assessed clean energy (PACE) program (the "*Program*") to finance Energy Projects (as defined in the Act) intended to decrease energy consumption using voluntary assessments recorded against privately-owned commercial, industrial, non-residential agricultural, or multi-family (of 5 or more units) real property falling within the jurisdiction of the County and in an area designated by the County as a PACE Area (as defined in the Act); and

WHEREAS, in order to implement and facilitate the Program, the Act provides that the County is authorized to enter into agreements with qualifying owners of real property, Program Administrators (as defined in the Act) and third party capital providers to provide for the imposition of assessments against qualifying properties on the land records of the County to secure the repayment of contractual assessments for the purpose of providing owners of qualifying properties located in the County with affordable financing for energy improvements with respect to such properties; and

Customer: Kendall County
811 West John Street
Yorkville, IL

Contact: Matthew Kinsey

Date: July 27th, 2020

Contact: Steve Jones
Phone: 812.305.2009
Email: steve.jones@metronetinc.com

Description: Quote for a 1 Gbps fiber Point to Point circuit connecting 811 W. John Street, Yorkville, IL to 111 West Fox Street, Yorkville, IL and a quote for various Point to Point speeds to connect 811 W. John Street, Yorkville, IL to 6780 State Rd. 47, Yorkville, IL.

Quantity	Description	Contract Term in months	Installation Charge	Total Monthly Charge
1	1 Gbps Point to Point circuit connecting: 811 W. John Street, Yorkville to 111 West Fox Street, Yorkville to 111 West Fox Street, Yorkville	36	\$0.00	\$950.00
1	Point to Point circuit connecting: 811 W. John Street, Yorkville to 6780 State Rd. 47, Yorkville Options: 200 Mbps - \$500.00/month 300 Mbps - \$600.00/month 500 Mbps - \$700.00/month 1 Gbps - \$950.00/month	36	\$0.00	TBD
TOTAL				TBD

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS BUSINESS!
This document is for discussion purposes only; it is not a legal offer.
This Service Quote expires sixty (60) days from the date hereof.

CONFIDENTIAL INFORMATION

Kendall County Job Description

TITLE: GIS/Cadastral Analyst
DEPARTMENT: Geographic Information Systems (GIS)
SUPERVISED BY: GIS Coordinator
FLSA STATUS: Non-Exempt
APPROVED: In Process

I. Position Summary:

To perform comprehensive and complex work in the development, maintenance, and provision of technical support related to production, database maintenance, and implementation of Cadastral and Geographic Information System (GIS) projects and maintain related documentation.

II. Essential Duties and Responsibilities:

- Scans, rectifies, and uses images to create maps for departmental and county use.
- Gathers and verifies field data for utilization in mapping applications.
- Maintain GIS Datasets as assigned.
- Maintain documentation of GIS Datasets and GIS Applications as assigned.
- Explains and interprets division activities and policies to the general public.
- Uses GIS work station to prepare new maps and revise existing maps to show accurate boundaries, configurations and areas of parcels.
- Performs other duties and responsibilities as assigned.
- Prepares routine reports, correspondence, updates, and special project maps as required.
- Performs routine to moderately complex cadastral mapping duties using ESRI GIS core products; computer-aided drafting software utilizing (CAD/GIS) principles.
- Performs cadastral tasks including the preparation and maintenance of County maps related to property boundaries of various kinds.
- Creates new and edits existing graphical and tabular data; complete geographical analysis to create complex queries and spatial overlays; implement new data.
- Interfaces directly with clients to determine their needs and make recommendations.
- Interprets legal descriptions, records of surveys, tract and parcel maps, and other related documents; utilizes a data management computer system to retrieve and enter property information.
- Researches for property boundaries and title verification.
- Performs area calculations as required using a variety of methods; Makes mathematical computations to calculate bearings, distances, areas, and closures.
- Assures quality objectives and standards are maintained through routine examination of projects, providing verification of data integrity and data distribution.
- Serve as a liaison for the GIS function with other County departments and elected offices.
- Create and maintain documentation of GIS Datasets, GIS Applications, GIS Solutions, and Cadastral base workflow, as assigned.
- Provide training and support of GIS Users that use the interactive GIS Systems as assigned.
- Provide technical expertise and assistance to meet the needs and requests of other government agencies and the general public related to the GIS system.
- Assists in the inventory/upgrading/configurations of supplies, hardware, and software.
- Assists coordinator with GIS data, including layer development, data conversion, and deployment.

Commented [MB1]: Blended previous two descriptions
Highlighted is brand new

Kendall County Job Description

- Assist GIS Coordinator with development of the GIS Department, including resource planning, policy and procedures development, departmental needs assessment, systems analysis, inter-governmental agreements.
- Designs, creates and analyzes special products including maps, digital data, reports and statistics, and researches and recommends ways to improve the mapping process.
- Imports GIS data from other sources; converts GIS data from one coordinate system to another, and creates other data formats from existing data.
- May lead and direct the work of others; a wide degree of creativity and latitude is expected.
- Conduct demonstrations or presentations as assigned.
- Assists with advanced troubleshooting and research as needed.
- Perform advanced research and troubleshooting of problem documents.
- Provide the ongoing integrity of the Cadastral/GIS base.
- Maintain and monitor Interactive GIS-Websites.
- Assist with determining needs and implementation of interactive GIS-Systems solutions and workflows.
- Maintain and troubleshoot cloud based operations to include Amazon S3 Infrastructure and any virtual instances.
- Perform technical functions such as security updates of Windows and Unix based operating systems to maintain a secure working environment.
- Planning for potential growth and performance evaluations of the cloud platform hosting programs for both private and public use.

III. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:

A. Skills, Knowledge and Abilities:

- Ability to become familiar with industry specific terminology and cartographic standards.
- Ability to understand and explain GIS procedures and policies.
- Represents department with professionalism and confidence.
- Ability to operate a variety of office equipment including, but not limited to, computer, scanner, printer, copier, etc.
- Ability to build teamwork; organizes, prioritizes and performs multiple tasks in a timely manner.
- The ability to present information and communicate effectively both orally and in writing with staff, county officials, and the general public.
- Ability to use a GIS system in creating or updating of maps showing property boundaries, political subdivisions, and taxing districts for finished intelligence, presentations, publications, and/or web sites.
- Reads and interprets complex or detailed data, policies, or legal descriptions related to title searches and the preparation of cadastral maps.
- Plot maps from legal descriptions, deeds, survey data, tract descriptions, and existing maps and utilize a data management computer system.
- Reviews legal descriptions of real property, and understand and interpret government codes, legislation, or legal provisions to cadastral mapping or boundary issues.

Commented [MB2]: Blended previous two descriptions
Highlighted is brand new

Kendall County Job Description

- Knowledge of GIS principles including data types, data layers; basic geographic, analytic, and statistical functions, map projections, geographic coordinate systems, and data formatting.
- Maintain appropriate trade and professional contacts, memberships, and review of trade literature in order to keep abreast of developments in GIS equipment and software for potential use by GIS.
- Project management skills
- Design, code, maintain, and monitor enterprise GIS Datasets and GIS Solutions.

B. Work Standards and Best Practice Guidelines:

- Complies with all applicable state and federal laws and regulations.
- Adheres to all applicable County policies and procedures.
- Commitment to quality results and customer focused.
- Dependable; has integrity and a willingness to learn.
- High degree of professionalism.
- Proven time management skills.
- Works with diverse populations.
- Strong interpersonal, writing, and communication skills.
- Obtain knowledge and learn new skills to enhance job performance and abilities.

Commented [MB3]: Blended previous two descriptions
Highlighted is brand new

C. Education and Experience:

- A minimum of a Bachelor's Degree from an accredited institution or equivalent work experience
- Cadastral Standards / Legal Descriptions.
- Experience related to Microsoft Office suite.
- Proven history of effective working relationships with co-workers, department managers, staff, and the general public; ability to deal tactfully and courteously with the public and solve problems within scope of responsibility.
- GIS and Cadastral certifications are preferred.
- Five (5) or more years in related GIS fields is required.
- Knowledge of relational database concepts and skills in creating and maintaining relational databases and linking them with GIS.
- Knowledge of Python, Visual Studio, or other GIS related programming language.

Commented [MB4]: Blended previous two descriptions
Highlighted is brand new

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

- Frequently sit for long periods of time at desk or in meetings;
- Occasionally lift and/or move up to 40 pounds;
- Use hands to finger, handle, or feel;
- Reach, push and pull with hands and arms;
- Bend over at the waist and reach with hands and arms;
- Talk and hear in person and via use of telephone;
- Specific vision abilities include close and distance vision, depth perception;
- Travel independently to other County office locations.

V. Work Environment:

Kendall County Job Description

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- Inside environmental conditions.
- The noise level in the work environment is usually quiet to moderately quiet.
- Employee may be exposed to stressful situations while working with users, law enforcement, department heads, elected officials, vendors, and the general public.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor
cc: personnel file, employee

Date

VEHICLE SALVAGE DISPOSAL AMOUNTS

Two salvage yards were contacted:

Stafford Auto Parts and Recycling
 900 N Main Street
 Montgomery, IL 60538
 Phone: 630-892-4218
 Contact: Dennis

I-55 Auto Salvage
 22701 Thomas Dillon Drive
 Channahon, IL 60410
 Phone: 815-467-2938
 Contact: Doug

Vehicle	Stafford	I55 Auto Salvage
2001 Chevy Van	\$800.00	\$300.00
1999 Ford Ranger	\$150.00	\$300.00
2007 Chevy Impala	\$500.00	\$300.00
2003 Ford F150	\$500.00	\$300.00
2002 Chevy Silverado 2500	\$800.00	\$600.00

Bids Received:

2002 Chevy Silverado 2500; Private Citizen \$850.00

Crispin Auto
 1010 N Cunningham Ave
 Urbana, IL 601802

Vehicle	Bid Amount
1999 Ford Ranger	\$401.00
2007 Chevy Impala	\$359.00
2003 Ford F150	\$759.00
2002 Chevy Silverado 2500	\$859.00

LITE CONSTRUCTION

711 South Lake Street
 P.O. Box 135
 MONTGOMERY, IL 60538

(630) 896-7220
 Fax (630) 896-1304

CHANGE ORDER

Number 2

PHONE	DATE 9/17/20
JOB NAME/LOCATION Kendall County Board Room	
JOB NUMBER 50124390	JOB PHONE
EXISTING CONTRACT NO.	DATE OF EXISTING CONTRACT

TO

Dewberry Engineer Inc
 401 SW Water St, Suite 701
 Peoria, IL 61602

We hereby agree to make the change(s) specified below:

Access Control System Replacement with Lenel-S2 for the Health Department

Sound Inc	\$24,585.00
LCI mark up	\$2,458.00
	\$27,043.00

If electrical work needs to be performed we will proceed on a time and material basis. Please see the hourly rate below. Material will be marked up 15%

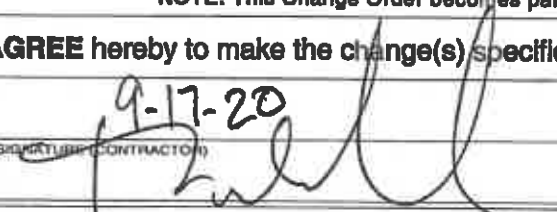
Volt Electric	\$130.00
LCI mark up	\$13.00
Total	\$146.00

**** Please see all exclusions by Sound Incorporated****

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price ⇨

\$27,043.00

DATE 9-17-20
 AUTHORIZED SIGNATURE (CONTRACTOR) 

PREVIOUS CONTRACT AMOUNT \$

REVISED CONTRACT TOTAL \$

ACCEPTED — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance _____

Signature _____ (OWNER)