Tazewell County Board

Wednesday, August 28, 2024
David Zimmerman, Chairman of the Board
Michael Harris, Vice-Chairman of the Board

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TAZEWELL COUNTY BOARD

James Carius Community Room
101 S. Capitol Street
Pekin, Illinois 61554

Wednesday, August 28, 2024 - 6:00 p.m.

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

A. Roll Call

B. Invocation and Pledge of Allegiance

C. Communications from members of the public and county employees

D. Communications from elected and appointed county officials

E. Approve the minutes of the July 31, 2024 County Board Proceedings and August 7, 2024 Special County Board Proceedings

F. In-Place Property Committee Meeting

G. Consent Agenda:

Land Use

LU-24-16 1. Approve Case No. 23-42-S – Taz Co IL S1, LLC – Special Use – Delavan Twp.

LU-24-17 2. Approve Case No. 24-32-A – Amendment 70

(*Note*: *Resolutions LU-24-13 through LU-24-15 are listed after Consent Agenda)*

Property

P-24-23 3. Approve bid for McKenzie Building exterior limestone replacement and repair

P-24-21 4. Approve proposal for purchase of a generator for 1800 Broadway, Pekin, IL **Upon approval of in-place meeting**

P-24-24 5. Approve bid for proposal for soil borings, field exploration services, environmental services, laboratory soil testing services, and engineering services for the New Justice Center Annex
Upon approval of in-place meeting

Human Resources

HR-24-18 6. Approve participation in the Health Fair

HR-24-19 7. Approve the 2024 Tazewell County Health Benefit Plan

HR-24-20 8. Approve Professional Development Reimbursement Policy

Executive

E-24-94 9. Approve Decommissioning Agreement for Vann Parkin I – Washington and Parkin II – Morton

E-24-95 10. Approve County Delinquent Tax Sale resolution

E-24-96 11. Approve Decommissioning Agreement for Morton Solar, LLC

E-24-97 12. Approve consulting agreement with Wyman Group

E-24-101 13. Approve We Care application for DOAP for FY25

E-24-102 14. Approve We Care application for Section 5311 grant for FY25

E-24-103 15. Approve Grant Agreement with IDOT

E-24-104 16. Approve budget for Heritage Lake Special Service Area for FY25

E-24-105 17. Approve tax levy for the Heritage Lake Special Service Area for FY25

E-24-106 18. Approve Engineering Design Quote for Culvert Lining for Heritage Lake Association Special Service Area

Appointments and Reappointments

E-24-91 19. Approve appointment of Michael Deppert to the Tazewell County Extension Board

E-24-92 20. Approve reappointment of Brian Becker to the Spring Lake Drainage and Levee District

E-24-93 21. Approve appointment of Ron Craig to the Spring Bay Fire Protection District

E-24-98 22. Approve reappointment of Michael Harris to the Local Landfill Review Board

E-24-99 23. Approve reappointment of Bradley Haning to the West Fork Drainage District

E-24-100 24. Approve reappointment of Wayne Deppert to the Union Drainage District

E-24-107 25. Approve reappointment of Kenneth Becker to the Mackinaw River Levee & Drainage District #1

E-24-108 26. Approve reappointment of Joshua Charlton to the Cincinnati Drainage and Levee District

H. Land Use Items Recommended for Denial

LU-24-13 1. Approve Case No. 24-27-S – Unsicker 1, LLC – Special Use – Morton Twp.

LU-24-14 2. Approve Case No. 24-28-S – Unsicker 2, LLC – Special Use – Morton Twp.

LU-24-15 3. Approve Case No. 24-29-S – Unsicker 3, LLC – Special Use – Morton Twp.

I. Unfinished Business

J. New Business

K. Review of approved bills

L. Approve the September 2024 Calendar of Meetings

M. Recess to September 25, 2024

TAZEWELL COUNTY BOARD
MEETING MINUTES
WEDNESDAY JULY 31, 2024
6:00 PM
James Carius Community Room, Tazewell Law & Justice Center, 101 S. Capitol Street, Pekin, Illinois 61554

ROLL CALL BY COUNTY CLERK

Attendance was taken by Roll Call and the following members of the board were present: Chairman Zimmerman, Vice Chairman Harris, Members Atkins, Crawford, Deppert, Mark Goddard, Sam Goddard, Graff, Hopkins, Longfellow, Menold, Mingus, Nelms, Proehl, Rich-Stimson, Schmidgall, Schneider, Sinn, Stahl - 19. Absent: Members Hall, Joesting, Paget – 3.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

APPROVAL & SWEARING IN OF NEWLY APPOINTED COUNTY BOARD MEMBER

Motion by Member Graff to approve the appointment of Eric Stahl to County Board District 2 seat; seconded by Member Schneider. Motion to approve Resolution E-24-75 was approved by voice vote of 17 Yeas; 0 Nays.

COMMUNICATION FROM MEMBERS OF THE PUBLIC AND/OR COUNTY EMPLOYEES

Tazewell County Clerk John C. Ackerman, provided a handout to the board members regarding the salaries of the county administrator as well as two of his staff members.

Tim Behr, a concerned citizen, spoke in opposition to solar and wind projects within Tazewell County. He voiced concern with recent votes pertaining to such projects by the Tazewell County Board.

COMMUNICATIONS FROM ELECTED & APPOINTED COUNTY OFFICIALS

No communications from elected or appointed county officials.

APPROVE THE MINUTES OF THE JUNE 26, 2024, COUNTY BOARD PROCEEDINGS

Member Schmidgall moved to approve the minutes of the Board Meeting held on June 26, 2024, as printed; seconded by Member Atkins. Motion to approve the minutes as printed were approved by voice vote of 18 Yeas; 0 Nays.

IN-PLACE EXECUTIVE COMMITTEE MEETING

Meeting started at 6:10 PM and ended at 6:37 PM.

CONSENT AGENDA

1. **Transportation: Approve Resolution 22-00026-00-DR-Toboggan Rd. Eng. Agreement – BLR 05530, Resolution T-24-27.**

2. **Transportation: Approve 24-00026-00-DR- Toboggan Rd. Amended BLR 09110, Resolution T-24-28.**

3. **Transportation: Approve Intergovernmental Agreement with Menard County Highway, Resolution T-24-29.**

4. **Land Use: Approve Case No. 24-25-S-Hawk Attollo, LLC – Special Use – Malone Township, Resolution LU-24-11.**

5. **Land Use: Approve Case No. 24-26-S- Fast Ave. Solar, LLC – Special Use – Mackinaw Township, Resolution LU-24-12.**

6. **Property: Approve bid for countertops and cabinetry at 1800 Broadway in Pekin, Resolution P-24-20.**

7. **Human Resources: Approve the salary for the Sheriff, Resolution HR-24-16.**

8. **Human Resources: Approve the salary for the Chief Public Defender, Resolution HR-24-17.**

9. **Executive: Approve Election Judge List, Resolution E-24-59.**

10. **Executive: Approve amendments to Chapter 95: Food Establishments, Resolution E-24-73.**

11. **Executive: Approve National Opioid Settlement Agreement with Kroger, Resolution E-24-85.**

12. **Executive: Approve 3rd quarter 2024 payment to Greater Peoria Economic Development Council, Resolution E-24-87.**

13. **Executive: Approve resolution authorizing conveyance of municipally owned right of way, Resolution E-24-88.**

14. **Executive: Approve proposed change to FY23 Energy Transition Grant Fund projects, Resolution E-24-89.**

15. **Executive: Approve Intergovernmental Agreement to provide public transportation to Tazewell and Woodford Counties, Resolution E-24-90.**

16. **Executive: Approve employment agreement with Administrator Michael Deluhery, Resolution E-24-76. Upon approval of in-place meeting.**

Member Rich-Stimson moved to approve the Consent Agenda items as outlined in the Agenda packet; seconded by Member Nelms. The Consent Agenda was approved by voice vote of 18 Yeas; 0 Nays.

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

Item 4 Land Use: Member Atkins motioned to approve Case No. 24-25-S-Hawk-Attollo, LLC – Special Use – Malone Township; seconded by Member Crawford. Member Harris stated he would not support this resolution. Member Sinn indicated he did not read the Land Use Committee Minutes on this project. Member Crawford spoke about the project and stated he supported the resolution. Motion passed by roll call vote of 14 Yeas; 4 Nays – Harris, Rich-Stimson, Schmidgall, Stahl. Resolution LU-24-11 was passed by the County Board.

Item 5 Land Use: Member Crawford motioned to approve Case No. 24-26-S-Fast Ave, Solar, LLC – Special Use – Mackinaw Township; seconded by Member Atkins. Member Rich-Stimson questioned why such projects are taking a long time to move forward. Chairman Zimmerman stated some projects take up to five years. Member Hopkins indicated he would vote no for this resolution. Motion passed by roll call vote of 12 Yeas; 6 Nays – Harris, Hopkins, Nelms, Rich-Stimson, Schmidgall, Stahl. Resolution LU-24-12 was passed by the County Board.

Item 9 Executive: Member Longfellow motioned to amend the election judge list; seconded by Member Harris. Motion to approve the amendment of the Tazewell County Election Judge List passed by voice vote of 18 Yeas; 0 Nays. Motion to approve the Tazewell County Election Judge List as amended passed by voice vote of 18 Yeas; 0 Nays. Resolution E-24-59 was passed by the County Board.

Item 13 Executive: Member Mark Goddard asked for clarification regarding this resolution. Tazewell County Highway Engineer Dan Paar explained this right of way was originally purchased for the Broadway Road project several months ago and this resolution would complete the needs for this project. Member Atkins motioned to approve resolution authorizing conveyance of municipally owned right of way; seconded by Member Menold. Motion passed by voice vote of 18 Yeas; 0 Nays. Resolution E-24-88 was passed by the County Board.

Item 16 Executive: Resolution was amended during the In-Place Executive Committee. Member Schneider voiced concern with the amended resolution and stated he would not be supporting this resolution, despite being pleased with the work of Administrator Deluhery. Member Atkins motioned to remove the second amendment to resolution regarding the severance package if the contract expired; seconded by Member Crawford. Member Graff spoke on his reasoning for the amendment. Member Atkins indicated the amount of time originally listed was sufficient. Member Sinn stated he would like to see a multi-year contract. Member Crawford explained his reasoning behind seconding Member Atkins motion to remove the second amendment. County Administrator Delehury stated he was looking forward to continuing to serve Tazewell County and negotiating contracts can be a timely process. Member Harris stated he would support the original amendment. Motion to remove second amendment passed by roll call vote of 12 Yeas; 6 Nays – Graff, Longfellow, Mingus, Proehl, Rich-Stimson, Sinn. Motion to approve original amendment was passed by voice vote of 17 Yeas; 1 Nays – Sam Goddard. Resolution E-24-76 was passed by the County Board.

APPOINTMENTS/REAPPOINTMENTS

Member Sinn moved to Appoint Meghan Brake to the Human Services Transportation Planning Commission; seconded by Member Atkins. Resolution E-24-72 was approved by voice vote of 18 Yeas; 0 Nays.

Member Sinn moved to Appoint Richard Jameson to the Tremont Fire Protection District; seconded by Member Atkins. Resolution E-24-86 was approved by voice vote of 18 Yeas; 0 Nays.

UNFINISHED BUSINESS

It was determined the board had no unfinished business at this time.

NEW BUSINESS

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

REVIEW OF APPROVED BILLS

Board Members reviewed the approved bills as presented.

APPROVE THE AUGUST 2024 CALENDAR

Member Deppert moved to approve the August 2024 calendar; seconded by Member Nelms. Motion to approve the August 2024 calendar was approved by voice vote of 18 Yeas; 0 Nays.

ADJOURNMENT

Chairman Zimmerman reminded the board about a Special County Board Meeting scheduled for August 7, 2024. He thanked Member Schmidgall for providing a memo regarding solar farm debris. He commended Sheriff Jeff Lower for receiving an excellent compliance report recently from the State of Illinois.

There being no further business before the Board, Chairman Zimmerman announced the meeting adjourned. The Tazewell County Board Meeting adjourned at 7:00 PM. The next scheduled County Board meeting will be August 28, 2024.

TAZEWELL COUNTY BOARD
MEETING MINUTES
WEDNESDAY AUGUST 7, 2024
6:00 PM
James Carius Community Room, Tazewell Law & Justice Center, 101 S. Capitol Street, Pekin, Illinois 61554

ROLL CALL BY COUNTY CLERK

Attendance was taken by Roll Call and the following members of the board were present: Chairman Zimmerman, Vice Chairman Harris, Members Atkins, Crawford, Deppert, Sam Goddard, Graff, Hall, Hopkins, Joesting, Longfellow, Menold, Mingus, Nelms, Rich-Stimson, Schmidgall, Schneider, Sinn - 18. Absent: Members Mark Goddard, Paget, Proehl, Stahl – 4.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

COMMUNICATION FROM MEMBERS OF THE PUBLIC AND/OR COUNTY EMPLOYEES

No communications from members of the public and/or county employees.

COMMUNICATIONS FROM ELECTED & APPOINTED COUNTY OFFICIALS

Tazewell County Auditor Brett Grimm voiced concern with the cost of the proposed new Justice Center Annex and encouraged everyone to research the funding sources needed for completion of this project.

Tazewell County Clerk/Recorder John C. Ackerman spoke on vote by mail reminder cards to be mailed to all registered voters, which is a state requirement. He reminded everyone that these cards do have an option to opt out of similar mailings. This mailing should begin on August 12, 2024.

IN-PLACE PROPERTY COMMITTEE MEETING

Meeting started at 6:07 PM and ended at 7:07 PM.

RETURNED TO REGULAR SESSION AT 7:07 PM

Item 1 Property: Approve schematic design for new Justice Center Annex, Resolution P-24-22.

Member Atkins motioned to place this item on the floor for discussion, seconded by Member Deppert.

Judge Gorman, Chief Judge for the 10th Judicial Circuit, spoke on the opportunity to have a facility for future generations. She spoke on the age of the current courtrooms and the need for an updated facility.

Tazewell County State's Attorney Kevin Johnson, stated he agreed with Judge Gorman regarding the need of an updated facility. He spoke on the rise of juvenile cases and a newer facility would assist in their many needs.

Vice Chairman Harris stated he would support Option F3 not F4 and he was concerned with the cost of the project.

Tazewell County Sheriff Jeff Lower, spoke on court security and the need for an updated facility.

County Board Member Schneider stated he agreed a new facility was needed but voiced concerns with the cost being $10 million over the original budgeted amount. He voiced concern with the large amount of tax payer money being budgeted for this project.

Member Menold indicated he would support Option F4, because this option plans for the future.

Member Graff referenced when the justice center was built years ago, the future construction needs were not addressed. He encouraged that if the board would not support Option F4, to please support Option F3.

Member Atkins stated many past projects have come in under budget and he supported Option F4. He indicated the county needs to plan for the future, therefore, build for the future.

Member Hall indicated he hoped the new construction would guarantee that the offices in the old post office and Tazewell building would be vacated.

County Administrator Mike Deluhery presented a power point presentation on the Justice Center Annex financial information. He stated the funding source for Option F4 was as follows: Capital Improvement Fund (CIP) – Amount in FY24 Budget was $34,412,394. CIP Fund – estimated additional interest income in FY24 was $2,000,000. General Fund – Fund Balance transferred to CIP Fund would be $7,630,345. The total funding for Justice Center Annex Project would be $44,042,739. Administrator Deluhery indicated CIP Funds for Facilities Improvements were as follows: Cash remaining in CIP Fund (excluding Annex) was $12,220,923. The proposed additional funding from General Fund would be $500,000. The total proposed funds for a 5-year CIP Fund would be $12,720,923. Administrator Deluhery stated the amounts would decrease as projects are completed in FY2024. He further stated the CIP Interest estimated for FY25 (with F-4) would be $1,300,000 - $1,500,000. He explained the General Fund Balance was as follows: FY25 estimated balance after transfer to CIP Fund would be $20,053,188. The FY25 estimated balance as percent of expenditures would be 50.10%. Administrator Deluhery provided historical general fund information. He stated the revenue growth over a 10 year average was 6.13% and expense growth over that same 10 year average was 2.15%. He compared the Public Safety Sales Tax, Income Tax and Cannabis Tax from 2019 to 2023. The 2019 actual numbers show revenues for Public Safety Sales Tax at $6,561,257, Income Tax at $2,723,242 and Cannabis Tax at $0.00. Then the 2023 actual numbers show Public Safety Sales Tax at $9,676,417, which was an increase of $3,115,160. The Income Tax in 2023 was at $3,867,380, which was an increase of $1,417,406. Cannabis tax generated $474,847 in 2023, which was a new revenue source for the county. County Administrator Mike Deluhery provided the FY25 General Fund Operating Budget as the following: FY25 Revenues $42,171,847, FY25 Expenses $40,137,569 and a budget surplus would be $2,034,277.

At the request of Member Crawford, Finance Director Mindy Darcy spoke on the financial needs for the new justice center annex. She stated the county cannot control the revenues and the concern of a financial downturn was an unknown. She indicated she worked closely with County Administrator Deluhery on the numbers provided. Finance Director Darcy stated if an economic downturn occurred the county would have many options to discuss in that situation.

Member Mingus stated the county needed to prepare for the future.

Board Chairman Zimmerman reflected out of the top 20 counties in Illinois, Tazewell was the only county that didn't have security with a back hallway or any type of separation between the public and incarcerated individuals.

Member Sam Goddard indicated he supported Option F2, which is budgeted at $34,602,048.

Member Sinn said he supported Option F4 because anything other than that option would require additional building with additional cost.

Member Schneider motioned to replace Option F4 with Option F2; seconded by Member Crawford for discussion purposes only.

Motion to approve Resolution P-24-22 – Option F-2 budgeted at $34,602,048 failed by voice vote of 4 Yeas; 13 Nays – Atkins, Deppert, Graff, Hall, Harris, Hopkins, Joesting, Longfellow, Menold, Mingus, Nelms, Rich-Stimson, Sinn.

Member Hopkins voiced concern with the cost to complete the remaining courtrooms from Option F4. He stated he would not be supporting Option F4.

Chairman Zimmerman stated the county fund balances needed to be spent and encouraged support for the project.

Member Crawford motioned to approve Resolution P-24-22 – Option F-3 budgeted at $37,705,239; seconded by Vice Chairman Harris. Motion to approve Option F-3 failed by roll call vote of 5 Yeas; 12 Nays – Atkins, Deppert, Graff, Hall, Joesting, Longfellow, Menold, Mingus, Nelms, Rich-Stimson, Schneider, Sinn.

Motion to approve Resolution P-24-22 – Option F-4 budgeted at $44,042,739, passed by roll call vote of 12 Yeas; 5 Nays – Sam Goddard, Harris, Hopkins, Schmidgall, Schneider.

UNFINISHED BUSINESS

It was determined the board had no unfinished business at this time.

NEW BUSINESS

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

ADJOURNMENT

There being no further business before the Board, Chairman Zimmerman announced the meeting adjourned. The Tazewell County Board Meeting adjourned at 8:20 PM. The next scheduled County Board meeting will be August 28, 2024.

COMMITTEE REPORT
LU-24-16
(ZBA Case No. 23-42-S)
(Petitioner's Request for an Extension)

Chairman and Members of the Tazewell County Board:

Your Land Use Committee does hereby recommend approval of the following resolution:

RE: Approval of Extension of a Special Use Petition of Tazewell County IL S1, LLC d/b/a SolAmerica Energy, LLC

R E S O L U T I O N

WHEREAS, the County of Tazewell has enacted Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code; and

WHEREAS, said ordinance requires a Special Use for a Commercial Solar Energy Facility in the "A-1" Agriculture Preservation District; and

WHEREAS, the County Board approved Special Use Case No. 23-42-S request on August 30, 2023 (originally approved under expired Case No. 18-18-S on June 5, 2018); and

WHEREAS, the ZBA deliberated its decision on August 6, 2024 and voted to recommend approval of the Special Use Extension with revised condition(s); and

WHEREAS, your Land Use Committee met on August 13, 2024 to consider the application, report of the ZBA, and the recommendation of the Community Development Administrator; and

WHEREAS, your Land Use Committee voted to recommend approval of the Special Use Extension with revised condition(s); and

WHEREAS, the County Board has reviewed; the report of the ZBA, the recommendation of the Land Use Committee, and the recommendation of Community Development Administrator; and

NOW THEREFORE BE IT RESOLVED, that the County Board **APPROVE** this resolution and the petitioner's request for an Extension of Special Use Case. No. 23-42-S with the revised conditions as provided by the ZBA and Land Use Committee.

BE IT FURTHER RESOLVED that the County Clerk notify Jaclynn Workman, Community Development Administrator of this action;

Adopted this _____ day of _____, 2024.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

AN ORDINANCE GRANTING A SPECIAL USE
UNDER THE PROVISIONS OF TITLE XV,
CHAPTER 157, ZONING CODE OF TAZEWELL COUNTY
ON PETITION OF TAZEWELL COUNTY IL S1, LLC D/B/A SOL AMERICA ENERGY, LLC

(Zoning Board Case No. 23-42-S)
(Petitioner's Request for an Extension)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, by Tazewell County IL S1, LLC d/b/a SolAmerica Energy, LLC for an Extension of a Special Use (as approved 8/30/2023) to allow construction of a 2 Mega Watt Commercial Solar Farm (originally approved under expired Case No. 18-18-S on June 5, 2018) in an A-1 Agriculture Preservation District; and

WHEREAS, a public hearing on said extension designated as Zoning Board Case No. 23-42-S was held by the Tazewell County Zoning Board of Appeals on August 6, 2024, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval, with conditions; and

WHEREAS, said report of the Zoning Board of Appeals contained the following condition(s):

1. The terraces on the property shall be protected. Crossing of terraces shall be bored (not trenched) and any soil conservation structures or underground drainage tile shall not be damaged.
2. The Facility Owner shall explore every option, including above ground raceways or the like installation methods, in an effort to prevent additional trenching on site. Where trenching cannot be prevented the Facility Owner, or their designee, shall provide written documentation outlining the necessity and inability to prevent the required trenching.
3. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).
4. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the

Landowner.

5. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
6. Vegetative screening, such as a species of pine tree, shall be 3-5' at planting as proposed in the application and in any other location as determined desirable by the Community Development Administrator.
7. Cover crop, such as wheat/rye/oats, shall be established prior to construction to prevent sediment and erosion control issues during the construction phase and assist provide ground cover will the required pollinators are being established.
8. Decommissioning Plan compliant with the current standards of the Tazewell County Solar Energy Ordinance.

which conditions are hereby *ADOPTED* by the County Board as the reason for *APPROVING* the Special Use request extension.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

SECTION I. The petition Tazewell County IL S1, LLC d/b/a SolAmerica Energy, LLC for an Extension of a Special Use (as approved 8/30/2023) to allow construction of a 2 Mega Watt Commercial Solar Farm (originally approved under expired Case No. 18-18-S on June 5, 2018) in an A-1 Agriculture Preservation District on the following described property:

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

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

located at 21373 IL Route 122, Delavan, Illinois.

is hereby granted, with conditions.

SECTION II. The Community Development Administrator of Tazewell County is hereby authorized and directed to issue any permit for said Special Use.

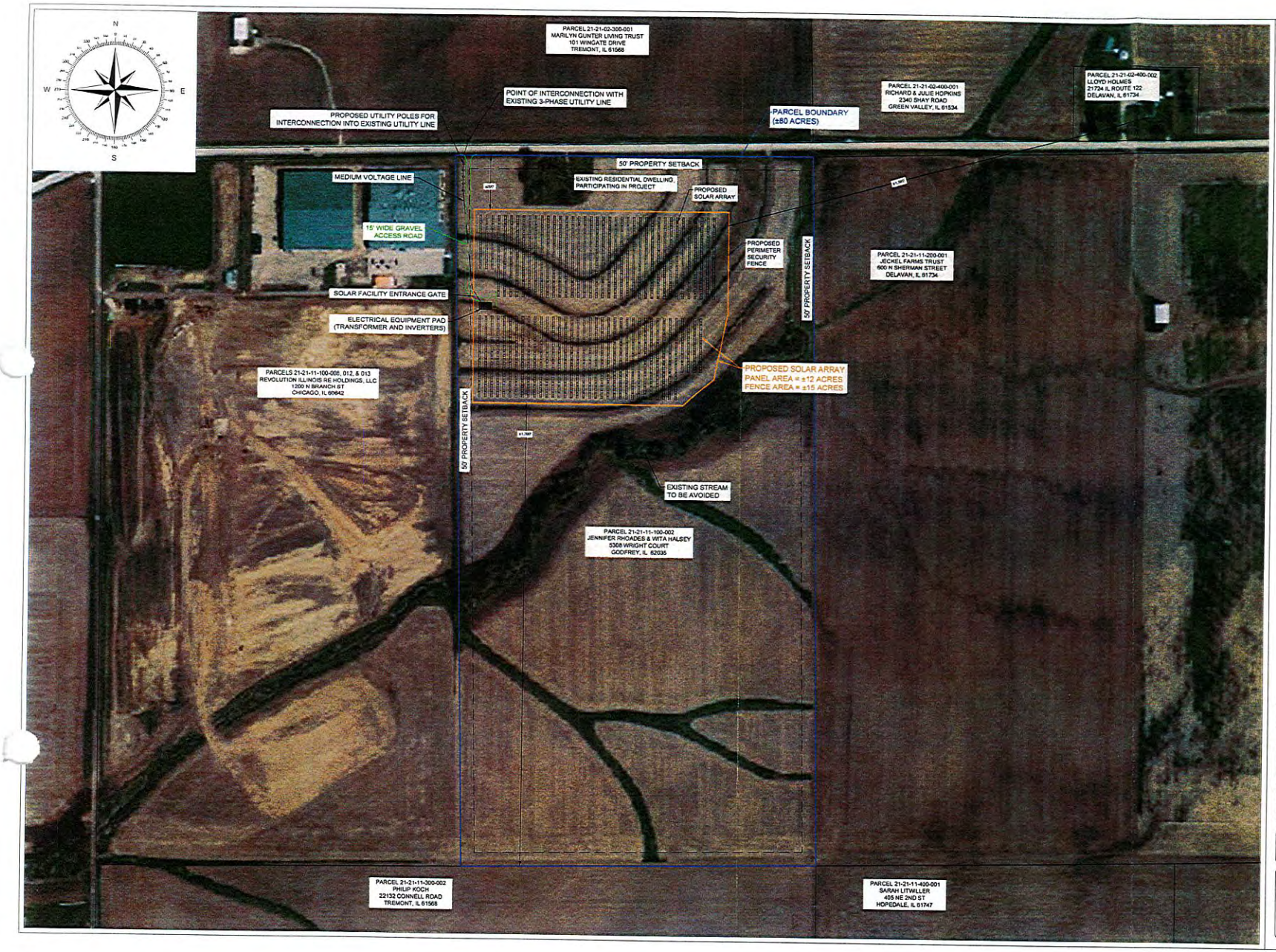
PASSED AND ADOPTED this _____ day of _____, 2024.

Ayes _____ Nays _____ Absent _____

_____
Chairman
Tazewell County Board

ATTEST:

_____
County Clerk
Tazewell County, Illinois



TAZEWELL COUNTY IL S1 LLC
(dba SOLAMERICA ENERGY, LLC)
100 OTTLEY DRIVE N E
STUDIO H
ATLANTA, GA 30324

PROJECT ADDRESS
21373 IL ROUTE 122
DELAVAN, IL 61734

LAT [illegible]

EXHIBIT A

SITE INFORMATION	
SYSTEM SIZE AC	2 5[illegible]
PARCEL AREA	±80 ACRES
PROJECT AREA	±15 ACRES
SOLAR PANEL AREA	± 12 AC[illegible]
PARCEL OWNER	SEAN HALSEY, [illegible] HALSEY, & JENNA [illegible]
PARCEL #	21-21-1[illegible]
PARCEL ZONING	A-1, AGRI[illegible]
CURRENT USE	CROP[illegible]
PROPOSED USE	SOLAR ENERGY GENERATION FACILITY
YARD SETBACKS	FRONT, SIDE, REAR, [illegible] RESIDENCES ±600 FT
PROPERTY ADDRESS	21373 IL ROUTE 122 DELAVAN, [illegible]

NOTES

1. PROPERTY LINES BASED ON GIS AVAILABLE INFORMATION
2. LAYOUTS ARE APPROXIMATE AND SUBJECT TO CHANGE BASED ON COUNTY REQUIREMENTS AND ENGINEERING REQUIREMENTS
3. POLLINATOR HABITAT WILL BE ESTBALISHED WITHIN THE FENCE AREA OF THE PROJECT.

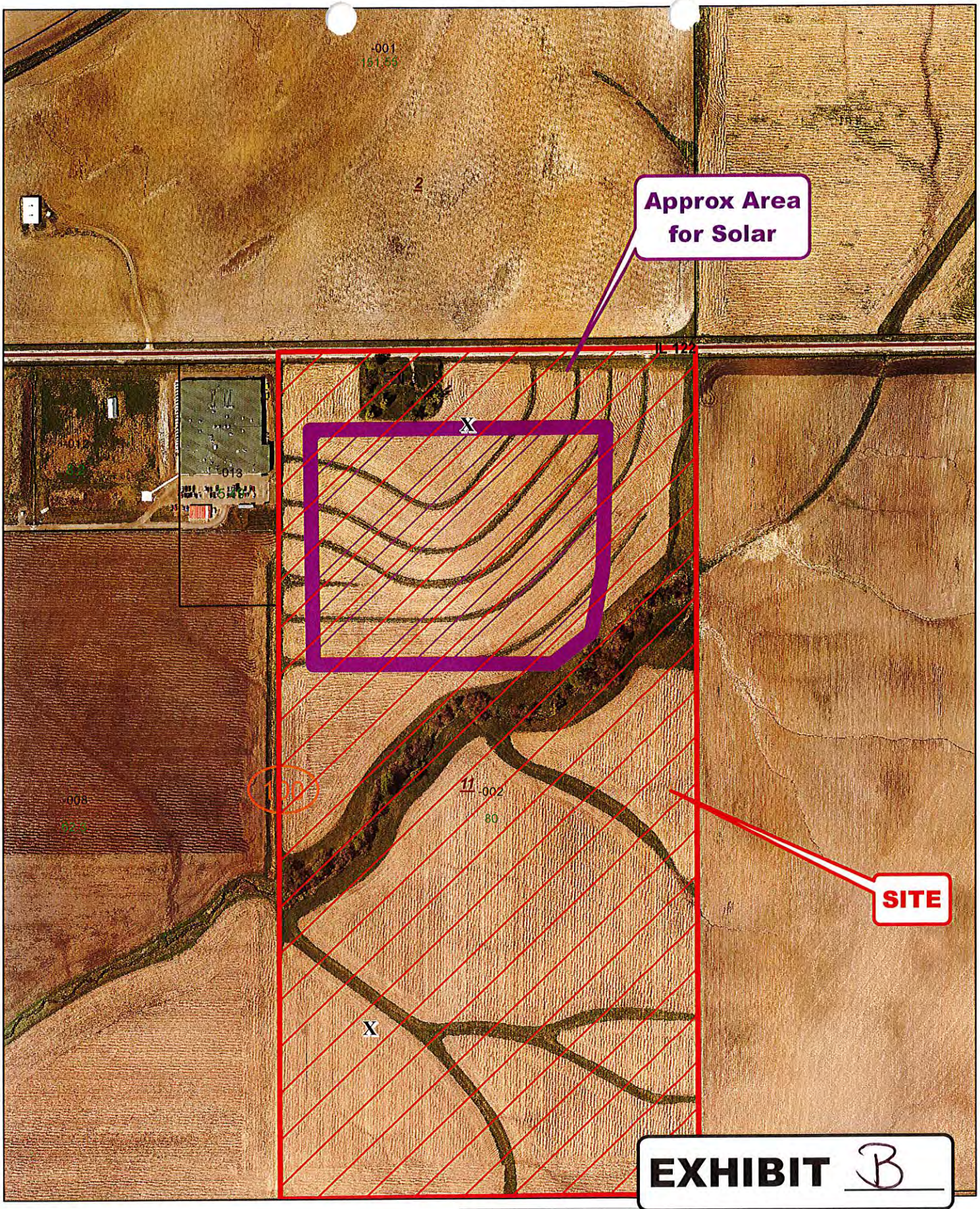
PROJECT NAME
HALSEY SOLAR FARM

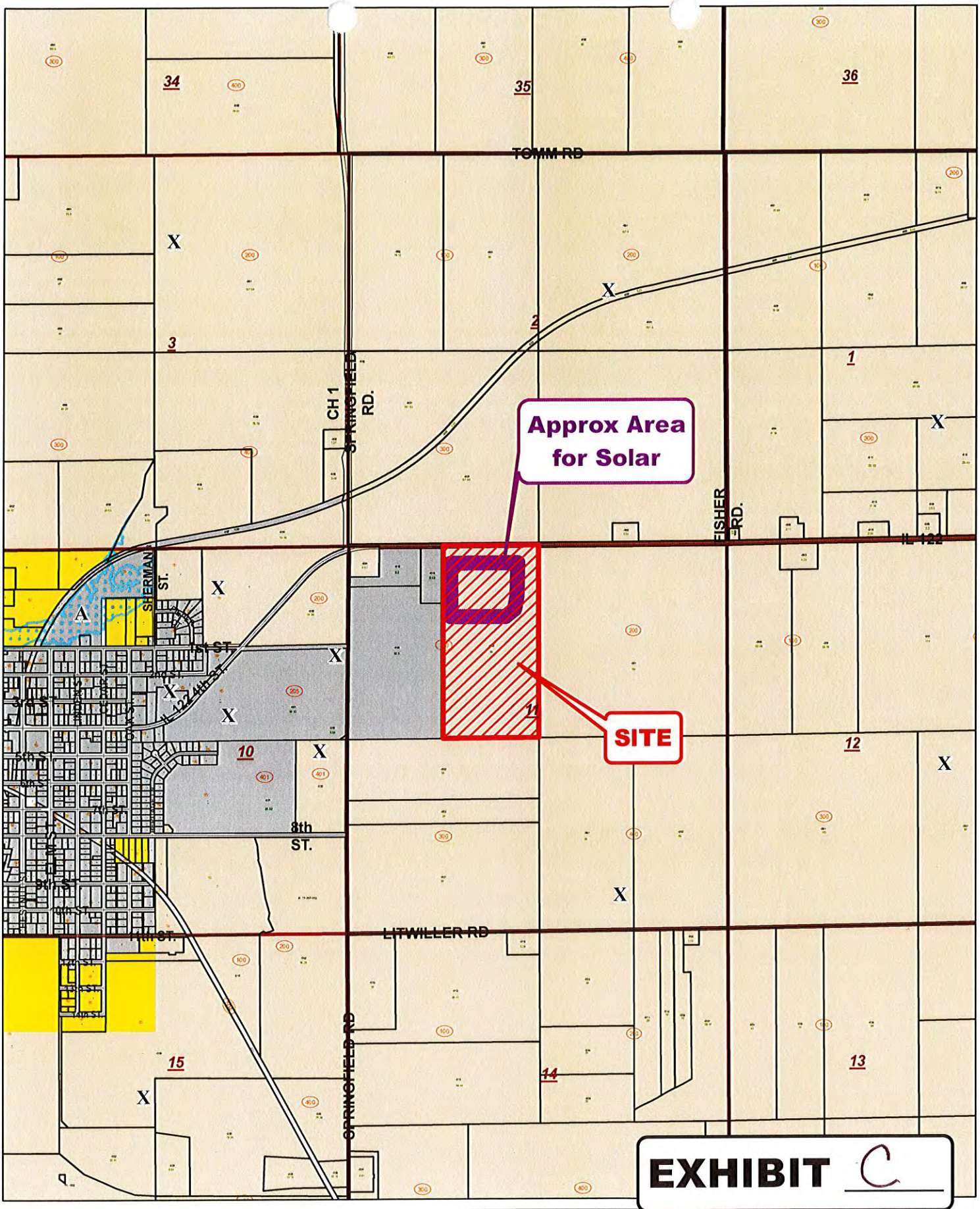
DRAWING TITLE
PRELIMINARY SITE PLAN

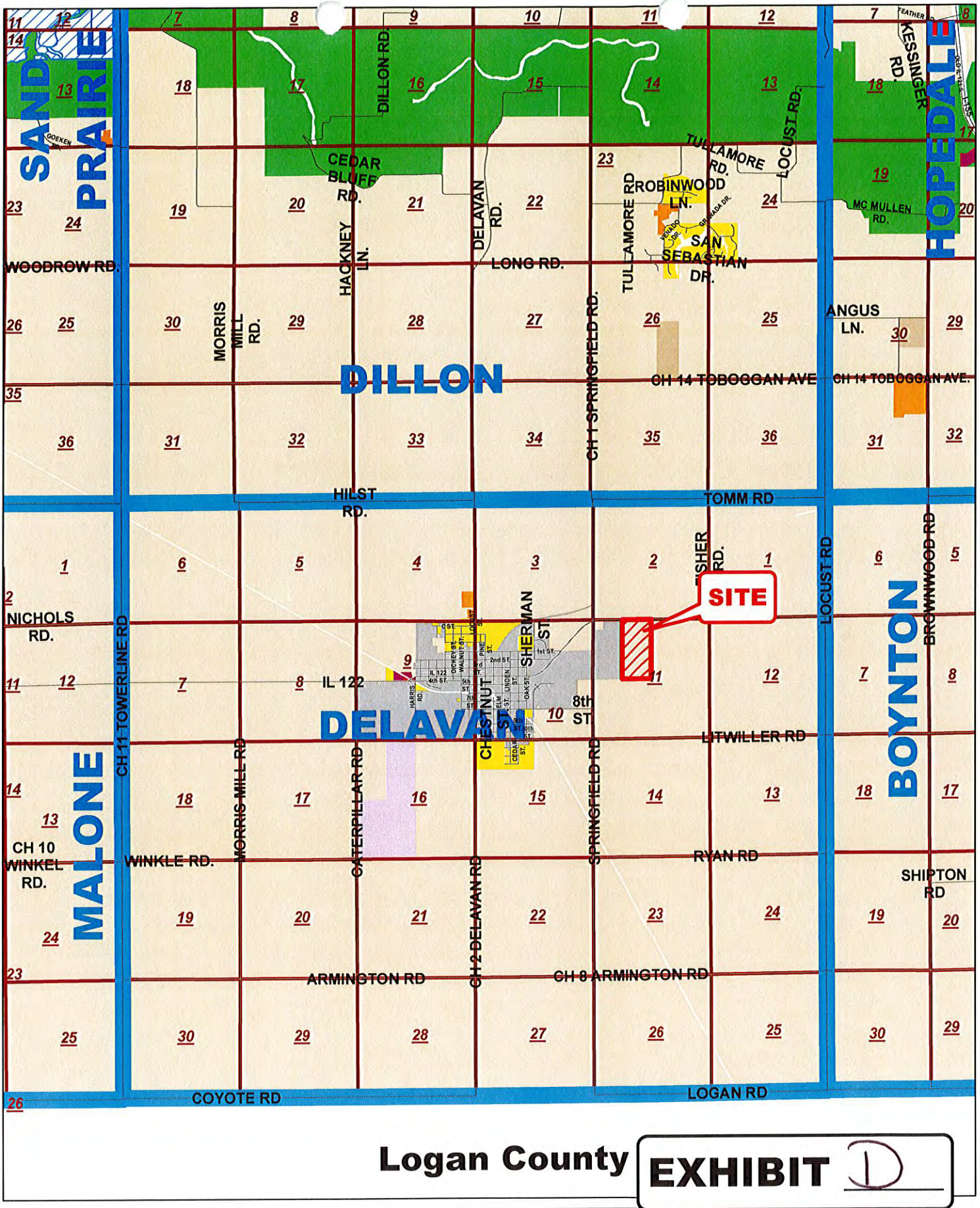
APPLICANT
TAZEWELL COUNTY IL S1, LLC
(dba SOLAMERICA ENERGY, LLC)

SCALE
1"=150'
0 1" 2"

SolAmerica ENERGY


Approx Area for Solar
SITE
EXHIBIT B
N
0 105 210 420 630 840
Feet


34
35
36
TOMM RD
3
2
1
CH 1
SPRINGFIELD RD.
Approx Area for Solar
FISHER RD.
IL 122
SHERMAN ST.
1st ST.
2nd ST.
3rd ST.
4th ST.
5th ST.
6th ST.
7th ST.
8th ST.
10
11
12
SITE
LITWILLER RD
SPRINGFIELD RD
15
14
13
EXHIBIT C
N
0 475 950 1,900 2,850 3,800 Feet
Zoning District
A-1 C-1 CITY I-1 R-1 R-R
AG Area A-2 C-2 CONS I-2 R-2
21



Logan County

EXHIBIT D

N

0 1,5503,100 6,200 9,300 12,400 Feet

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

COMMITTEE REPORT
LU-24-17
(ZBA Case No. 24-32-A)

Chairman and Members of the Tazewell County Board:

Your Land Use Committee does hereby recommend approval of the following resolution:

RE: Approval of Amendment No. 70 to Title XV, Chapter 157, Zoning Code

---

R E S O L U T I O N

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

WHEREAS, a public hearing on said proposed Amendment was held before the Zoning Board of Appeals (ZBA) on August 6, 2024 in Case No. 24-32-A; and

WHEREAS, the ZBA deliberated its decision on August 6, 2024 and voted to recommend approval of the proposed Amendment with a finding of fact; and

WHEREAS, your Land Use Committee met on August 13, 2024 to consider: the Amendment, report of the ZBA, the recommendation of the Community Development Administrator; and

WHEREAS, your Land Use Committee voted to recommend approval of the proposed Amendment adopting the findings of fact of the ZBA; and

WHEREAS, the County Board has reviewed; the recommendation of the ZBA, the recommendation of the Land Use Committee, and the recommendation of Community Development Administrator; and

NOW THEREFORE BE IT RESOLVED, that the County Board **APPROVE** this resolution and the proposed Ordinance to Amend Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code.

BE IT FURTHER RESOLVED that the County Clerk notify American Legal Publishing Corporation and Jaclynn Workman, Community Development Administrator of this action;

Adopted this _____ day of _____, 2024.

_____

ATTEST: Tazewell County Board Chairman

_____

Tazewell County Clerk

AN ORDINANCE AMENDING TITLE XV, CHAPTER 157
ZONING CODE OF TAZEWELL COUNTY

Proposed Amendment No. 70
(Zoning Board Case No. 24-32-A)

WHEREAS, an Amendment to the Tazewell County Zoning Code hereinafter was previously referred by the TAZEWELL COUNTY LAND USE COMMITTEE to the Zoning Board of Appeals for hearing; and

WHEREAS, a public hearing on said Amendment was held August 6, 2024, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

WHEREAS, said report of the Zoning Board of Appeals contained the following findings of fact:

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

which findings of fact are hereby ***accepted*** by this Board as the reason for ***approving*** the Amendment hereinafter authorized.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

SECTION 1 (A-1) AGRICULTURE PRESERVATION DISTRICT

§157.087 SPECIAL USES.

(O) Commercial Solar Energy Facility, subject to all regulations as found is §§ 156.01 though 156.99; and

(JJ) Wind energy conversion systems, subject to all regulation as found in §§ 153.01 through ~~153.08~~ 153.11

SECTION 2 (A-2) AGRICULTURE DISTRICT

§157.107 SPECIAL USES.

(R) Commercial Solar Energy Facility, subject to all regulations as found is §§ 156.01 though 156.99; and

(JJ) Wind energy conversion systems, subject to all regulation as found in §§ 153.01 through ~~153.08~~ 153.11

SECTION 3 (I-1) LIGHT INDUSTRIAL DISTRICT

§157.227 SPECIAL USES.

(K) Commercial Solar Energy Facility, subject to all regulations as found is §§ 156.01 though 156.99; and

(AA) Wind energy conversion systems, subject to all regulation as found in §§ 153.01 through 153.11

SECTION 4 (I-2) HEAVY INDUSTRIAL DISTRICT

§157.247 SPECIAL USES.

(K) Commercial Solar Energy Facility, subject to all regulations as found is §§ 156.01 though 156.99; and

(X) Wind energy conversion systems, subject to all regulation as found in §§ 153.01 through 153.11

SECTION 5 CONSERVATION DISTRICT

§157.267 SPECIAL USES.

(E) Commercial Solar Energy Facility, subject to all regulations as found is §§ 156.01 though 156.99; and

(Q) Wind energy conversion systems, subject to all regulation as found in §§ 153.01 through 153.11

WHEREAS, this amendatory ordinance shall take effect immediately upon passage as provided by law.

PASSED AND ADOPTED this _____ day of _____, 2024.

Ayes _____ Nays _____ Absent _____

_____
Chairman
Tazewell County Board

ATTEST:

_____
County Clerk
Tazewell County, Illinois

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the County's Property Committee recommends to the County Board to approve the bid for exterior limestone replacement and repair at the McKenzie Building at 11 S. 4th Street, Pekin, Illinois; and

WHEREAS, the following bids for Project #2024-P-14 were submitted for review: Western Specialty Contractors and Mr. Mason Contractor, L.L.C. Western Specialty Contractors was deemed the best bid option at the project cost of $134,890; and

WHEREAS, the project was funded for in the 2024 Capital Improvement Plan; and

WHEREAS, the County Administrator recommends approving the bid and is authorized to move forward with the project as submitted.

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

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

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

Tazewell County

Project # 2024-P-14
McKenzie Building Exterior
Limestone Replacement &
Repair

08.13.2024 @ 2:00 pm

Bidder:	Western Specialty Contractors	Mr. Mason Contractor, L.L.C	X
Date/Time Received:	08.13.2024 @ 9:40 am	08.13.2024 @ 1:52 pm	X
Base Bid: including all material costs, labor, freight, disposal of removed materials, repairs, etc.	$134,890	$144,100	X
Optional Cost/Considerations:	See Attached	None	X
Rate for Time and Material Calculations	N/A	$87.00 plus 15% overhead & profit on Labor & Material	X
Warrante Terms: Sample letter should be included in the proposal	1 Year, attached	1 Year, standard warranty	X
Start Date	09.24.2024	09.16.2024	X
Completion Date/Number of Days to Completion	90 Calendar Days, weather permitting	11.22.2024	X

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the County's Property Committee recommends to the County Board to approve a proposal for the purchase and installation of a 100kW Caterpillar generator for the Tazewell County Health Department Building, 1800 Broadway, Pekin, Illinois 61554; and

WHEREAS, pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/1, et seq.), the County may purchase personal property, supplies, and services joining with other governmental units; and Illinois State Statutes authorize the County to jointly purchase supplies; and

WHEREAS, Sourcewell is a state of Minnesota local government unit and service cooperative purchasing program created by the Minnesota legislature under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) and is authorized to contract with eligible entities to perform governmental functions including the purchase of goods and services; and

WHEREAS, the County is a member of the Sourcewell cooperative purchasing program, which establishes contracts for a variety of products and services through public and competitive solicitations, and permits member governments to purchase products and services through those contracts; and

WHEREAS, the proposal is through Sourcewell, Contract #120617-CAT and includes all installation work, including electrical; and

WHEREAS, the total price of the generator is $119,004.12, which includes a 31% discount on the generator and additional discounts on other parts and labor; and

WHEREAS, the project was included in the Broadway building budget in the 2024 Capital Improvement Plan; and

WHEREAS, the County Administrator recommends approving the purchase and is authorized to move forward as submitted.

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

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

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____	_____
Tazewell County Clerk	Tazewell County Board Chairman

2550 6th St. SW ▪ Cedar Rapids, IA 52404-3504 ▪ Phone: 319/365-6500 ▪ Fax: 319/365-5493

PROPOSAL

Customer: Tazewell County Date:
Project Name: Tazewell County Health Building

Altorfer Power Systems appreciates your interest in Caterpillar power generation equipment and the opportunity to work with you on this project. This proposal includes the standard accessories and are provided per Sourcewell (NJPA) contract #120617-CAT. ***This meets State of Illinois laws, and therefore should satisfy your bidding requirements without further solicitation.***

Per our discussions here is some good general information regarding Sourcewell:

- Sourcewell is a government agency, created by State statute, with a publicly elected board. Its sole purpose is to provide contract purchasing solutions to serve government and non-profit agencies – government serving government.
- Sourcewell does not eliminate the bid process, instead it satisfies the agency's requirements for competitive bidding.
- Caterpillar was awarded the Sourcewell Contract #120617-CAT
- Please see copy of State of Illinois Statutes.
- For more information please see www.sourcewell-mn.gov

CATERPILLAR ITEMS PER SOURCEWELL CONTRACT #120617-CAT
One (1) new Caterpillar model C4.4 DG100GC diesel engine generator set rated at 100 kW standby, 208 volt, 3-Phase, 60 Hz, 1800 RPM, sound attenuated enclosure, 24-hour fuel tank base, equipped per attached bill of materials. Five-year standard warranty, testing, startup, and training included.

SOURCED GOODS ITEMS PER SOURCEWELL CONTRACT #120617-CAT

- One (1) new automatic transfer switch, Service Entrance Rated, 1200A, 3 pole with solid neutral, 208V, in-phase monitor for motor load transfer, UL NEMA Type 1 enclosure.
- Altorfer Technician on site for unit startup, testing, and employee training
- Freight to jobsite
- Koener Electric to install unit per the attached bill of materials.

Please review the following bill of materials, terms and conditions, and pricing. Feel free to contact us with questions or for any changes that may be needed to meet the scope of the project as you understand it.

Sincerely,

Austin Foster
Power Sales Group
Altorfer / Caterpillar

Standard Equipment Caterpillar

FACTORY TESTING AT 0.8 PF
- ✓ Results at full load reported are: engine rpm, frequency, average voltage, line-to-line voltages for all three phases, average current, line currents for all three phases, and observed power--all at 0.8 power factor. Engine rpm, average voltage and line-to-line voltages for all three phases are reported at no load.

AIR INLET SYSTEM
- ✓ Air cleaner

ENGINE
- ✓ Emission control engine
- ✓ Structural steel base
- ✓ Oil and fuel filter system
- ✓ Critical type silencer system

GENERATOR
- ✓ Caterpillar 100kW generator, standby rated, engine mounted and tested at the Caterpillar factory,Class H Insulation, optimal pitch
- ✓ Digital Voltage Regulator
- ✓ Class H insulation; class H temperature rise.

SUBBASE FUEL TANK
- ✓ UL 142 Double Wall Tank Base Tank
- ✓ Conduit access stub up area below breaker package
- ✓ Level Indicator
- ✓ Low Fuel Level Alarm Switch and Fuel In Rupture Basin Switch

ENCLOSURE
- ✓ Weatherproof enclosure and sound attenuated - Durable weather-resistant finish
- ✓ Critical grade exhaust silencer. Exhaust silencing system includes exhaust pipe and rain cap.
- ✓ Internally mounted critical grade silencer
- ✓ Robust/highly corrosion resistant construction
- ✓ Steel Construction
- ✓ Lockable, gasketed doors provide secure access to maintenance items (battery, fuel fill, oil, and coolant)
- ✓ Lube oil and coolant drains piped to exterior of enclosure and terminated with drain valves
- ✓ Radiator guard

LUBE SYSTEM
- ✓ Lubricating oil, Oil filter, Oil drain line with valve piped to edge of base

MOUNTING SYSTEM
- ✓ Formed steel base
- ✓ Linear vibration isolators between base and engine-generator

STARTING SYSTEM
- ✓ Battery, Battery Charger, Jacket water heater, Charging alternator

DIGITAL CONTROL PANEL

Instrumentation

- ✓ LCD display with adjustable contrast and backlight with auto power off
- ✓ AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAr (total & per phase); Power Factor (overall & per phase); kW hours; kVAr hours
- ✓ DC metering: Battery Volts; Engine hours run; Engine Jacket Water Temperature (in °C or °F); Lube oil pressure (in psi, kPa or bar); Engine speed (rpm); Crank attempt counter; Start counter

Protection

- ✓ Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, Underspeed/Overspeed, Loss of engine speed detection, Low/High battery voltage, Battery charger failure (if fitted), Under volts, over volts, Under frequency, over frequency, Overcurrent

Controls

- ✓ Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator
- ✓ Lamp test key, Alarm acknowledge key, Menu navigation keys
- ✓ Engine and AC metering shortcut keys, All control module keys have tactile feedback
- ✓ Lock down emergency stop push button. Service interval counter.

Remote Annunciator (shipped loose) – Qty 1

- ✓ Each Annunciator includes sixteen (16) LED's for annunciation of alarm conditions and system status.
- ✓ Includes Alarm Horn and Alarm Acknowledge pushbuttons.
- ✓ Meets NFPA 99/110 requirements for remote annunciation on Emergency Standby Generator Systems.
- ✓ Label cards are provided next to each set of LED by to indicate various alarms and events.
- ✓ Designed and Tested to meet stringent Impulse Shock and Operating Vibration requirements

GOVERNING SYSTEM

- ✓ Cat Electronic Isochronous Governor. The engine governor shall be an electronic speed control with actuator. Speed droop shall be 0 (isochronous) from no load to full rated load. Steady state frequency regulation shall be +/- 0.25%. Speed shall be sensed by a magnetic pickup off the engine flywheel ring gear.

GENERAL GENERATOR SET NOTES:

- ✓ UL listed Circuit breaker, unit mounted
- ✓ First fill lubricating oil
- ✓ First fill coolant, installed

TECHNICAL FIELD SERVICE TO INCLUDE:

Note: Field Services do not include initial fuel fill or replenishment, videotaping, sound measurements, or city permits for load testing on site.

INSTALLATION AUDIT:

A pre-start audit is available when time and circumstances permit, to be performed by Altorfer Power Systems Project Manager prior to dispatching our field service technician to perform the equipment startup; this will insure site work is completed. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additionally, our local project managers are available for consult during the entire life of the project.

EQUIPMENT STARTUP:
One (1) day of on-site start-up testing are included for only the equipment purchased through Altorfer Power Systems. Time allowed for our factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. This includes systems preparation, equipment start-up and functional operational test utilizing building load only. We will endeavor to meet the requirements of all interested parties as is reasonable, but informing & scheduling of all authorities, inspectors, etc. is the responsibility of the customer; all services included in this quotation are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additional personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

LOAD BANK TESTING
On-site load bank test utilizing a resistive load bank. Time allowed for 1 (one) factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. Altorfer Power Systems will provide a portable load bank (sized to the generator rating) and 100 feet of power cable. Cable runs greater than 100 (one hundred) feet will be billed at prevailing rates. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Addition personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

TRAINING:
The appropriate Altorfer personnel are available to provide a basic/up to one (1) hour training on site on the same trip during the unit has been started up. If more time is required, or additional sessions are required, arrangements can be negotiated.

WARRANTY:
Caterpillar 5-year warranty applies unless extended service coverage is purchased. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Altorfer will administer all warranty claims during the appropriate warranty period. All other manufacturers warranty is for components only. Labor associated with these claims will be charged accordingly. Copy of warranty statements will be provided at project submittal.

CUSTOMER VALUE AGREEMENT OFFER:
Caterpillar equipment is designed and built to provide maximum productivity and operating economy throughout its operating life. Customer Value Agreements (CVA) are high-efficiency tools for managing your Caterpillar equipment to maintain that built-in value and achieve high reliability. CVA's provide access to trained CAT experts with exceptional knowledge about your CAT equipment. Building the right CVA always begins with a careful assessment of your needs and ends with an agreement that provides you with the lowest possible operating cost. The best time to do this is at the beginning of the equipment's service life considered directly after startup and commissioning testing. Altorfer CAT will assess your equipment in its final installed configuration and work with you to create a CVA that best suits your needs at that time. A review of risk mitigation tools, such as extended warranty, training, inspections, load bank testing, fuel/oil/coolant fluids analysis, and remote asset monitoring is also included in this assessment.

AVAILABILITY:
Determined after approved release. Equipment submittal time is to be negotiated.

FINANCIAL TERMS:
Net cash 30 days upon receipt of invoice, with credit approval. Equipment will be invoiced at the contracted amount when ready for shipment. Retainers are not allowed unless previously negotiated and are identified in this proposal. Late charges of 1-1/2% per month will be assessed for late payments and customer will also be responsible for any collection costs and expenses, including reasonable attorney's fees. Equipment storage fees may apply when delivery is not accepted when ready for shipment. Sales tax is NOT included in the purchase price and will be charged at the current tax rate, if applicable.

ADDITIONAL TERMS AND CONDITIONS:
The scope of supply for this quotation is limited to the equipment and services listed in this proposal. The bill of material herein does not include demolition, removal, terminations, installation, labor, fuel, fuel piping, air ducting, exhaust silencer installation, exhaust piping or electrical wiring between loose items such as engine, control gear, transfer switches, day tanks, battery charger, etc. Coordination studies & relay settings & relay testing services are not included. Permitting not included. The customer is responsible for any and all installation of the above Equipment unless specifically modified by this proposal. All equipment needed to perform any loading or unloading of the Equipment supplied by Altorfer Power Systems is the responsibility of the customer unless specifically modified by this proposal. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We reserve the right to correct any errors or omissions. Customer's signature on this quotation or the issuance of a purchase order or other acknowledgement by customer for the Equipment shall constitute acceptance of this quotation subject only to the terms and conditions set forth herein notwithstanding any terms and conditions contained in any such purchase order or other acknowledgment or communication from the customer which are different from or in addition to the terms and conditions of this quotation. This quotation is subject to any applicable manufacturer's general terms and conditions of sale. Changes to the terms of this quotation may only be made by the express written agreement of Altorfer Power Systems. Altorfer Power Systems shall not be responsible for any consequential, special, indirect or liquidated damages hereunder or for any manufacturer or other delays beyond Altorfer's control. Altorfer Power Systems will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by Altorfer Power Systems. This quotation expires in 30 calendar days or sooner with notice and is subject to prior sale. The prices stated herein are subject to any manufacturer increases if the order is not released for manufacture within 90 calendar days from order date or, if drawings for approval are required, the drawings are not returned and released for manufacture within 30 calendar days of mailing date. For any completed order, scheduled for shipment, that is held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, ship to storage, invoice, and transfer title, all at the sole cost and risk of loss of the Buyer. Buyer may terminate or cancel an order by written notice and upon payment of appropriate charges based upon a percentage of the quoted sales price at the stage of completion: 10% hold for approval status and 100% after release for manufacture status.

EXCEPTIONS & CLARIFICATIONS:
Quotation is based customer site walk only. If actual job site conditions/local codes require a change in BOM, all such changes will be quoted and billed accordingly.

- ✓ Proposal is based on customer site walk only; customer requested 100kw option.
- ✓ All installations electrical, mechanical, etc, to be completed by Koener Electric.
- ✓ Fuel not provided.

ALTORFER Power Systems CAT

2550 6th St. SW ▪ Cedar Rapids, IA 52404-3504 ▪ Phone: 319/365-6500 ▪ Fax: 319/365-5493

Total price for these product and services:

CATERPILLAR ITEMS PER SOURCEWELL CONTRACT #120617-CAT
One (1) new Caterpillar model C4.4 DG100GC diesel engine generator set rated at 100 kW standby, 208 volt, 3-Phase, 60 Hz, 1800 RPM, sound attenuated enclosure, 24-hour fuel tank base, equipped per attached bill of materials. Five-year standard warranty, testing, startup, and training included.

SOURCED GOODS ITEMS PER SOURCEWELL CONTRACT #120617-CAT

- One (1) new automatic transfer switch, Service Entrance Rated, 1200A, 3 pole with solid neutral, 208V, in-phase monitor for motor load transfer, UL NEMA Type 1 enclosure.
- Altorfer Technician on site for unit startup, testing, and employee training
- Freight to jobsite
- Koener Electric to install unit per the attached bill of materials.

CATERPILLAR ITEMS PER SOURCEWELL CONTRACT #120617-CAT:	$50,544.00
SOURCEWELL DISCOUNT (31%):	($15,668.64)
SOURCED GOODS ITEMS PER SOURCEWELL CONTRACT #120617-CAT:	$84,188.76
TOTAL PRICE:	**$119,004.12**

2024 Supply Chain Volatility Note - Altorfer Power Systems continuously strives to reduce costs and optimize productivity whenever possible. Unfortunately, the current volatility of the supply chain has necessitated a price review process that will take place at the time we receive a “release for production” for this project. We will review the cost basis that was used at the time of quotation and if we find our inputs have increased, we will issue a revised proposal before accepting your “release for production".

ACCEPTANCE:

_____
(Customer Signature)

DATE: _____

ALTORFER POWER SYSTEMS

Austin Foster
_____
Austin Foster
Phone: 630-450-3139
Email: austin.foster@altorfer.com
Sales, Electric Power Generation

Should you have any questions or comments on this matter, please do not hesitate to contact us.

KOENER Electric, Inc.
6301 SW WASHINGTON
BARTONVILLE, IL. 61607

Scope

July 18, 2024

Tazewell County

Re: New Generator

We propose to supply and install material for the following electrical work:

- New concrete pad (all demo of existing by others if needed)
- New conduits from the ATS to the generator location within 90'. Figured the location we walked down during the walk thru
- New power conduits for block heater and battery charger
- New control conduits from ATS to the generator
- All trenching by Koener, backfill with spoils. All final grade and seed by others
- New control wires from the ATS to an annunciator panel mounted upstairs
- New 1200 amp serviced rated transfer switch installed
- All conduits, connections and copper wire to rework the service to accommodate the new inside ATS for the 1200 amp service
- Per City of Pekin inspector we are good to leave the service as is and rework the conduits and wire as long as we provide the proper signage
- Crane for unloading the generator off a flatbed. Koener will coordinate that with Altopher to get the generator on a flat trailer and not in a truck for delivery
- This will require a good day of being shut down during the switchover
- All core drilling and sealing of conduits below grade
- Time to get the ATS into the basement
- **Copper wire and conduit prices may fluctuate, we may have to update those depending on the time frame**

THIS PROPOSAL DOES NOT INCLUDE:

- **Any overtime or double time**
- **Any Taxes**

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the County's Property Committee recommends to the County Board to approve the bid proposal for soil borings, field exploration services, environmental services, laboratory soil testing services, and engineering services for the New Justice Center Annex; and

WHEREAS, the following bids were submitted for review: Midwest Engineering and Testing, Inc. and Terracon Consultants, Inc. Midwest Engineering and Testing, Inc. was deemed the best bid option at the project cost of $18,642.00; and

WHEREAS, this bid is for the initial phase only and does not include future construction testing; and

WHEREAS, Wold Architects and Engineers recommends contracting with Midwest Engineering and Testing, Inc., for this phase and future construction testing.

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

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

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

August 19, 2024

Mike Deluhery, County Administrator
Tazewell County
11 South 4th Street, Suite 432
Pekin, Illinois 61554

Re: Tazewell County – Justice Center Annex
Proposal for Soil Borings and Geotechnical Engineering
Commission No: 243020

Dear Mike:

On August 14, 2024, we received proposals for soil borings and environmental site assessment, as well as hourly / testing rate schedules for future construction testing of this project as follows:

MET | Midwest Engineering and Testing, Inc.	$18,642.00 (Initial Soil Borings Only)
Terracon Consultants, Inc.	$20,350.00 (Initial Soil Borings Only)

Based on the above referenced quotes and attached testing rate schedules, we feel it is in your best interest to contract with Midwest Engineering and Testing, Inc. Our selection is based on the testing company with the most competitive rates for testing, since that future portion of their work will make up the bulk of their contract.

Please issue a purchase order to Midwest Engineering and Testing, Inc. in the amount of $18,642.00 at your earliest convenience. This will put the testing company on board to work with the design team during the development of construction drawings.

We have attached copies of all proposals for your files. Please return two signed copies of Midwest Engineering and Testing, Inc.'s proposal to my attention.

Sincerely,

Wold Architects and Engineers

Matt Bickel | AIA, LEED AP
Partner

Enclosure

cc: Mindy Darcy, Tazewell
John Sutherland, PJ Hoerr
Kirsta Ehmke, Wold
Tyler Severson, Wold

TD/GOV-IL-County-Tazewell/Justice Center Annex/243020/Admin/Letters/2024.08.19 Letter to Mike Deluhery

Midwest Engineering and Testing, Inc.
geotechnical - environmental - materials engineers
1701 W. Market St., Suite B
Bloomington, Illinois 61701
309-821-0430
www.metgeotech.com

Ramsey Division

August 8, 2024

Ms. Kirsta Ehmke, AIA
Associate
Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067
kehmke@woldae.com
CC: Matt Bickel
mbickel@woldae.com

Re: Proposal for Geotechnical, Environmental, and Material Testing Services
Proposed New Justice Center Annex
Tazewell County
17 South Capitol Street
Pekin, Illinois
MET Proposal No. B24155

Dear Ms. Ehmke,

As requested in your August 2, 2024 request for proposal letter, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide geotechnical services for the above-referenced project. A brief description of the planned project and a discussion of the scope of services to be provided are included in the following paragraphs.

The proposed project involves construction of a new Justice Center Annex for Tazewell County located at 17 South Capitol Street, in Pekin, Illinois. The new structure will be a steel-framed building with masonry-veneer and four stories with a basement. A potential underground detention basin is also planned. The foundation for this structure is anticipated to be shallow, strip, spread footings on native or improved soils.

As requested, we propose initially drilling 11 borings to a depth of 20 ft. (B-1 to B-10 and PAV-1) and 2 borings to a depth of 12 ft. (B-11 to B-12). Percolation tests will be performed at two locations (B-11 and B-12) for each layer where the soil parameters or materials change. We have assumed we will encounter two to three layers in the percolation holes. The borings will be advanced utilizing MET owned and operated hollow-stem auger drill rig with soil samples obtained by split-barrel sampling techniques in accordance with ASTM D-1586. The depth to groundwater will be noted during the drilling operations and measured in the open boreholes upon completion. A sampling interval of 2.5-ft. through 15 ft. will be utilized, with 5 ft. intervals thereafter. MET will contact the statewide JULIE service to clear underground utilities, and all bore holes will be backfilled upon completion.

CCDD testing will be performed in accordance with typical CCDD testing practices. Our proposal includes sample collection, testing of one sample, and a letter report summarizing the findings. We have also included pricing for a Phase I environmental assessment. A more detailed description of the Phase I scope of work can be provided upon request.

As requested, we have also included pricing for additional soil borings. For the purposes of preparing the estimate, we have assumed drilling 10 additional borings to a depth of 20 ft. each. However, we would likely recommend drilling several deeper borings to depths of 40 to 50 ft. due to the anticipated loading and the presence of a basement in the planned structure. The additional borings will be performed on a unit price basis in accordance with the attached Estimate Worksheet B.

Appropriate laboratory testing will be performed on the samples collected. At a minimum, moisture content tests will be performed on all samples. Unconfined compression tests (Rimac Test) and dry density tests will also be performed on all intact cohesive samples.

The results of the subsurface exploration and laboratory testing will be presented in a written report prepared by a professional engineer that will include the following:

- A general characterization of the geology of the area and the subsurface conditions encountered at the site.
- A summary of the sampling and laboratory testing techniques used.
- The borings logs, laboratory tests data and percolation test results.
- General foundation recommendations including bearing capacities, subgrade modulus, minimum depths of foundations, approximate lateral earth pressures, seismic soil site classification based on IBC2015, and other appropriate design parameters.
- General construction considerations regarding site preparation, earthwork recommendations, pavement recommendations, and groundwater control.

MET proposes to perform the soil borings and provide the geotechnical and environmental report as outlined in this proposal on a unit price basis in accordance with the attached Estimate Worksheets A and B. Any construction material testing services would be performed in accordance with our attached 2025 Standard Fee Schedule. In addition, our general conditions for geotechnical services, environmental services, and material testing services have been included as part of this proposal.

Based on our current commitments, we could schedule the field work within 4 to 5 weeks of receiving notice to proceed. Boring logs could be provided within 1 week after the completion of field work, with a draft report to follow 2 to 3 weeks after the completion of field work. We would anticipate that the additional borings could be scheduled shortly after the draft report is sent. The final report will be sent 2 to 3 weeks after the completion of the additional field work. Please note that we would be unable to meet the August 26, 2024 deadline listed in the RFP.

Please confirm by signing the acceptance block below and returning a copy for our files. We are looking forward to working with you on this project.

Sincerely,

Midwest Engineering and Testing, Inc.

Accepted: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Patrick A. Hahn, P.E.
Geotechnical Department Manager

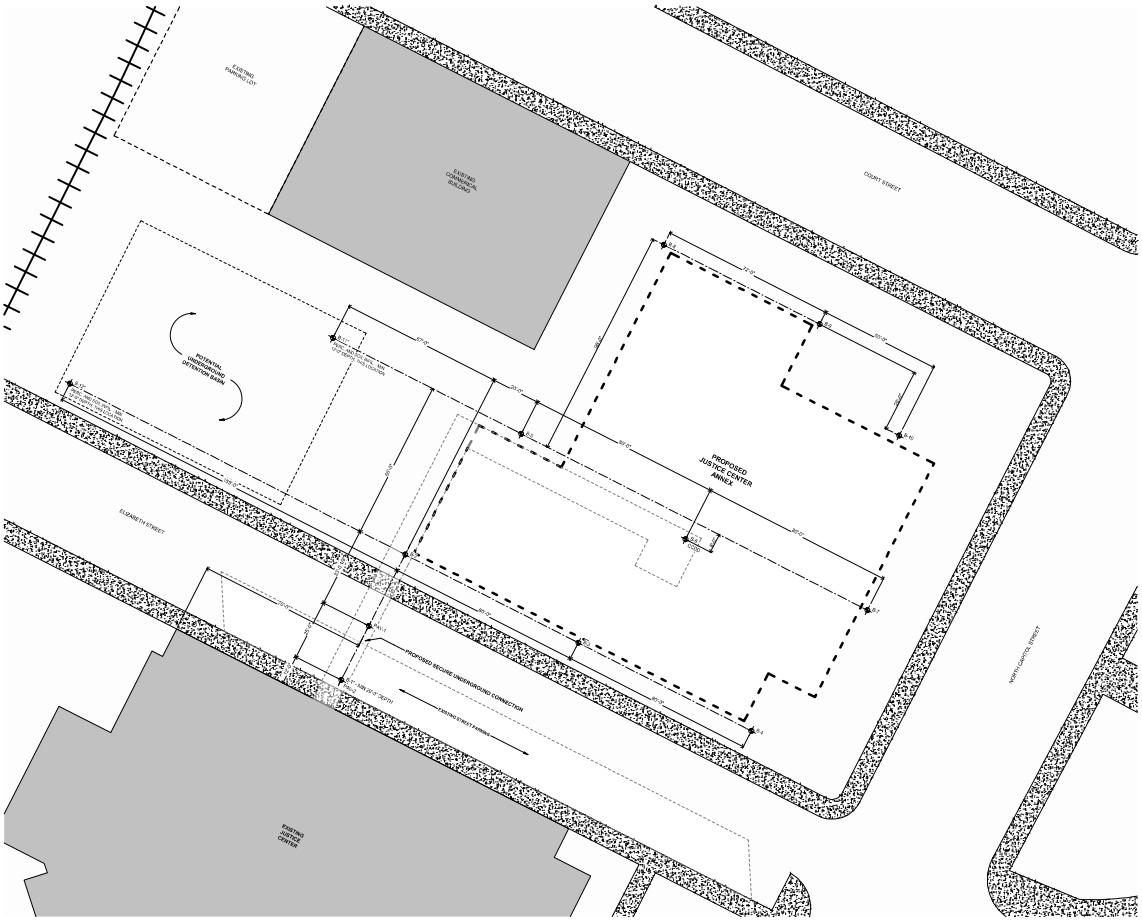
Michael Heaton
Environmental Department Manager

Kelsey R. Mueller
Digitally signed by Kelsey R. Mueller
DN: cn=Kelsey R. Mueller, o, ou=MET, email=kmueller@metgeotech.com, c=US
Date: 2024.08.08 11:12:27 -05'00'

Kelsey R. Mueller
Bloomington Division Manager

Enclosures: Boring Location Diagram
Estimate Worksheets A and B
2025 Standard Fee Schedule (Construction Testing)
Soil Boring and Construction Testing Rate Schedule (Wold)
General Conditions

IL



A

F2 NEW JUSTICE CENTER ANNEX - SOIL BORING SITE PLAN
1/16" = 1'-0"

Justice Center Annex
17 South Capitol Street
Pekin, IL 61554

Tazewell County
11 South Fourth Street
Pekin, IL 61554

Wold

WOLD ARCHITECTS AND ENGINEERS
220 N. Smith Street, Suite 310
Palatine, Illinois 60067
wold.com | 847 241 6100

Revisions		
Drawing Issue	Date	No.

Comm: 243020
Date: 08/02/2024
Drawn: BS
Check: TS
North

SOIL BORING SITE PLAN

Scale: 1/16" = 1'-0"

SB1.000

Midwest Engineering and Testing, Inc.
geotechnical-environmental-materials engineers
1701 W. Market St., Suite B
Bloomington, Illinois 61701
309-821-0430
www.metgeotech.com

Ramsey Division

Ms. Kirsta Ehmke, AIA
Associate
Wold Architects and Engineers
220 Morth Smith St., Suite 310
Palatine, IL 60067
kehmke@woldae.com
mbickel@woldae.com
CC: Mr. Matt Bickel

Proposal for Geotechnical Services
Proposed Justice Center Annex
Tazewell County
17 South Capitol Street
Pekin, Illinois 61554
MET Proposal No. B24155
August 8, 2024

ESTIMATE WORKSHEET A		Quantity	Unit Fee	Total
Field Exploration Services				
Mobilization of drilling equipment and personnel	1	Lump Sum	$1,000.00	$1,000.00
Drilling Support Vehicle	3	Days	$150.00	$450.00
Soil drilling with split-spoon sampling from depths of:				
- 0 to 25 feet	244	Feet	$18.00	$4,392.00
- 25 to 50 feet	0	Feet	$23.00	$0.00
Percolation Tests - 2 locations at 2 or 3 depths each	2	Locations	$1,000.00	$2,000.00
Subtotal for Field Services:				$7,842.00
Environmental Services				
CCDD Sample Collection	1	Lump Sum	$750.00	$750.00
CCDD Lab Testing (per sample)	1	Sample	$1,000.00	$1,000.00
CCDD Letter Report	1	Lump Sum	$750.00	$750.00
Phase I Environmental Study	1	Lump Sum	$4,000.00	$4,000.00
Subtotal for Environmental Services:				$6,500.00
Laboratory Soil Testing Services				
Moisture Content Tests	100	Tests	$5.00	$500.00
Unconfined Compression Test	10	Tests	$10.00	$100.00
Density Determination	10	Tests	$5.00	$50.00
Subtotal for Lab Services:				$650.00
Engineering Services				
Project Engineer - Coordination and Report Prep.	16	Hours	$150.00	$2,400.00
Project Engineer - Design Meetings	3	Hours	$150.00	$450.00
Principal Engineer - Report Review and Admin.	4	Hours	$200.00	$800.00
Subtotal for Engineering Services:				$3,650.00
TOTAL ESTIMATED FEE:				**$18,642.00**

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309-821-0430
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Ramsey Division

Ms. Kirsta Ehmke, AIA
Associate
Wold Architects and Engineers
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Proposal for Geotechnical Services
Proposed Justice Center Annex
Tazewell County
17 South Capitol Street
Pekin, Illinois 61554
MET Proposal No. B24155
August 8, 2024

ESTIMATE WORKSHEET B	Quantity		Unit Fee	Total
Field Exploration Services				
Mobilization of drilling equipment and personnel	1	Lump Sum	$1,000.00	$1,000.00
Drilling Support Vehicle	2	Days	$150.00	$300.00
Soil drilling with split-spoon sampling from depths of:				
- 0 to 25 feet	200	Feet	$18.00	$3,600.00
- 25 to 50 feet	0	Feet	$23.00	$0.00
Subtotal for Field Services:				$4,900.00
Laboratory Soil Testing Services				
Moisture Content Tests	80	Tests	$5.00	$400.00
Unconfined Compression Test	8	Tests	$10.00	$80.00
Density Determination	8	Tests	$5.00	$40.00
Subtotal for Lab Services:				$520.00
Engineering Services				
Project Engineer - Coordination and Report Prep.	6	Hours	$150.00	$900.00
Principal Engineer - Report Review and Admin.	2	Hours	$200.00	$400.00
Subtotal for Engineering Services:				$1,300.00
TOTAL ESTIMATED FEE:				**$6,720.00**

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2025 Standard Fee Schedule
Construction Testing and Engineering Fees

Field Testing Services

Technical services for on-site monitoring and testing of construction materials, including concrete placement, field density testing for soil compaction, spread footing inspection, pile inspection, caisson inspection, asphalt placement, asphalt and concrete batch plant inspection, structural steel bolting, visual welding inspection, and roofing inspection.

Senior Engineering Technician	$ 75.00 Per Hour	Nuclear Density Gauge	$ 60.00 Per Day
		Concrete Coring Machine	$ 150.00 Per Day
		Generator	$ 100.00 Per Day
Field Engineer or Geologist	$ 100.00 Per Hour	Floor Flatness Meter	$ 200.00 Per Day
Certified Welding Inspector (CWI)	$ 135.00 Per Hour	Dynamic Cone Penetrometer (DCP)	$ 50.00 Per Day
ISBE Code Inspections	$ 135.00 Per Hour	Static Cone Penetrometer (SCP)	$ 50.00 Per Day

Engineering Services

Engineering services for on-site monitoring and evaluation, construction materials testing, job site meetings, report preparation and review, and consultation.

Staff Engineer or Geologist	$ 115.00 Hour	Principal Engineer	$ 200.00 Hour
Project Engineer	$ 150.00 Hour	Senior Geologist	$ 150.00 Hour

Laboratory Testing Services

Concrete Cylinder Compression Test	$ 20.00 Each	Moisture Density Relationship:	
Concrete Beam Flexural Test	$ 35.00 Each	Standard Proctor	$ 150.00 Each
Grout Cube Compression Test	$ 20.00 Each	Modified Proctor	$ 175.00 Each
Grain size - Dry Sieve Analysis	$ 125.00 Each	One Point Confirmation Test	$ 75.00 Each
Grain size - Wash Test	$ 125.00 Each		
Grain size - Hydrometer	$ 175.00 Each	Concrete Relative Humidity Sensors	$ 50.00 Each
Atterberg Limits	$ 100.00 Each	Concrete Moisture Calcium Chloride	$ 50.00 Each
Concrete Cylinder Molds	$ 2.50 Each	Concrete Core Compression Tests	$ 45.00 Each
Maturity Meter Sensors	$ 75.00 Each		

Remarks - Personnel charges will be based on a portal-to-portal basis; a minimum charge of 4 hours will apply for all Field Testing Services. A transportation charge of $0.75 per mile will be added for travel to and from the site, and other job related travel for project locations outside of Bloomington-Normal. An overtime multiplier of 1.5 will be used for services performed on Saturday, Sunday, or holidays; for work scheduled outside the hours of 7:00 a.m. to 5:00 p.m.; or for more than eight (8) hours per day. Services and fees not listed will be quoted upon request. The above prices include up to four (4) copies of the report distributed as requested. Payment for invoices will be due within 15 days of receipt of invoice. Interest will be added at a rate of 1.5% per month of delinquency.

SOIL BORING AND CONSTRUCTION TESTING RATE SCHEDULE

DESIGN TESTING

SOIL BORINGS	Initial Borings: 20 ft deep, location per attached plan. Soil Evaluation Draft & Final Reports, All Trip Charges Three Design Meetings Phase 1 – Environmental Assessment			(Single Lump Sum)		$18,642.00
ADDITIONAL SOIL BORINGS	Single unit price: Assume 10 soil borings performed in one phase, all trip charges and piezometer tests.	**Quantity**		**Rate**		
		10 borings	x	$672.00	/ boring	$6,720.00
					Subtotal	**$ 25,362.00**

CONSTRUCTION TESTING

		Quantity		**Rate**		
EARTHWORK	Quality Control Excavation Observation	210 hrs.	x	$ 75.00	/ hour	$ 15750.0
	Density Tests	210 hrs.	x	$ 75.00	/ hour	$ 15750.0
	Sieve Analysis	3 tests	x	$ 150.00	/ test	$ 450.0
	Standard Proctor Test	8 tests	x	$ 150.00	/ test	$ 1200.0
	Nuclear Density Rental	130 days	x	$ 60.00	/ day	$ 7800.0
	Trip Charge	130 trips	x	$ 60.00	/ trip	$ 7800.0
	Engineer (Report Review /Admin)	65 hours	x	$150.00 / hr		$ 9750.0
					Subtotal	**$ 58,500.00**
PAVING	QC Subgrade Proof Roll Observation	25 hrs.	x	$ 75.00	/ hour	$ 1875.00
	Compaction Testing	16 hrs.	x	$ 75.00	/ hour	$ 1200.0
	Nuclear Gauge Rental	2 days.	x	$ 60.00	/ day	$ 120.00
	Standard Proctor	2 tests	x	$ 150.00	/ test	$ 300.00
	Bituminous Coring	8 hrs.	x	$ 250.00	/ hour	$ 2,000.00
	Thickness & Density Tests	65 tests	x	$ 75.00	/ test	$4,875.00
	Marshall Density	2 test	x	$ 400.00	/ test	$ 800.00
	Trip Charges	16 trips	x	$ 60	/ trip	$ 960.00
	Engineer (Report Review/Admin)	8 hours	x	$150 / hr		1200.00
					Subtotal	**$ 13,330.00**
CONCRETE	Quality Control Testing	360 hrs.	x	$ 75.00	/ hour	$ 27,000.00
	Sample Pick-up	80 trips	x	$ 150.00	/ trip	$ 12,000.00
	Compressive Strength Tests	720 tests	x	$ 20.00	/ test	$ 14,400.00
	Trip Charges	80 trips	x	$ 60.00	/ trip	$ 4,800.00
	Engineer (Report Review/Admin)	40 hrs.	x	$150.00 / hr.		$6,000.00
					Subtotal	**$64,200.00**

MASONRY	Quality Control Testing	80 hrs.	x	$ 75.00	/ hour	$ 6,000.00
	Compressive Strength Prism Tests	60 tests	x	$ 20.00	/ test	$ 1,200.00
	Net Area Determination	8 tests	x	$ 150.00	/ test	$ 1,200.00
	Compressive Strength Grout Tests	55 tests	x	$20.00	/ test	$ 1,100.00
	Masonry Sample Pick-ups	8 trips	x	$ 150.0	/ trip	$ 1,200.00
	Trip Charge	16 trips	x	$ 60.00	/ trip	$ 960.00
	Engineer (Report Review/Admin)	8 hrs.	x	$150.00 / hr.		$1,200.00
					Subtotal	**$ 12,860.00**
STEEL	Field Special Inspection	75 hrs.	x	$ 135	/ hour	$10,125.00
		16 trips	x	$ 60.00	/ trip	$960.0
	Engineer (Report Review/Admin)	8 hrs.	x	$150.00	/ hr.	$1,200.00
					Subtotal	**$ 12,285.00**
	TOTAL ESTIMATED COST			**$ 161,175.00**		

GENERAL CONDITIONS
Midwest Engineering and Testing, Inc. (MET)
Geotechnical Services

Item 1. Scope of Work. Midwest Engineering and Testing, Inc. (MET) shall perform services in accordance with an "agreement" made with the "client." The agreement consists of MET's proposal, Standard Fee Schedule, and these General Conditions. The 'client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of MET's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of MET's work. MET shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MET that all necessary permissions for MET to enter the site and conduct the work have been obtained. While MET shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that MET has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Utilities. In the performance of its work, MET will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold MET harmless and indemnify MET from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by MET for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to MET or otherwise disclosed by the client or utility locator service. MET will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

Item 4. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MET of any known or suspected undocumented fills, hazardous materials, byproducts, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MET employees or subcontractors or which in any other way may be pertinent to MET's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MET site personnel and/or the public. MET may at its option and on the basis or its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

MET's work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsoil relative to the project. As such, MET does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

Item 5. Confidentiality. MET shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." MET shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of MET against claims or liabilities arising from performance of its services. The technical and pricing information contained in any report or proposal submitted by MET is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MET.

Item 6. Standard of Care. MET will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data, and opinions and recommendations made by MET are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MET will not be responsible for the interpretation by others, of data obtained by MET for the geotechnical study.

Item 7. Technical Methodology and Protocol. MET will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement.

Item 8. Limitations of Liability. The client agrees to limit MET's liability to the client and all parties claiming through the client or otherwise claiming reliance on MET's services, allegedly arising from MET's professional acts or errors and omissions, to a sum not to exceed MET's applicable insurance limits. In no event shall MET or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MET's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 9. Insurance. MET represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MET's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. MET shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions.

Item 10. Modifications. This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor MET may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 11. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MET at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MET for all services performed prior to and for such termination.

GENERAL CONDITIONS
Midwest Engineering and Testing, Inc. (MET)
Environmental Services

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Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MET that all necessary permission for MET to enter the site and conduct the work have been obtained. While MET shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that MET has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Utilities. In the performance of its work, MET will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold MET harmless and indemnity MET from any claims, expenses or other liabilities, including reasonable attorney fees, incurred by MET for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to MET or otherwise disclosed by the client or utility locator service. MET will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

Item 4. Hazardous Materials and Conditions. MET's work shall include visual observation, laboratory analysis, and physical testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of detection, quantification, or identification of hazardous substances or constituents present, if any, within the defined scope of its services. As such, MET does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MET of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MET employees or subcontractors or which in any other way may be pertinent to MET's proposed services. MET shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." MET shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of MET against claims or liabilities arising from performance of its services.

Item 5. Unanticipated Hazardous Materials. The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MET site personnel and/or the public. MET may at its option and on the basis or its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

Item 6. Standard of Care. MET will perform the services under this agreement in accordance with generally accepted practice, in a manner consist with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data, and opinions and recommendations made by MET are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. In this regard, MET makes no representations or guarantees that the points selected for sampling are in any way representative of the entire site.

Item 7. Technical Methodology and Protocol. The field of environmental engineering, and associated technologies, guidelines, regulations, and practices are in a constant mode of change and development. Variations and inconsistencies exist amongst the guidelines, regulations, and standards of various governmental agencies and other recognized authorities; this necessitates that judgment be applied in the selection of methods and procedures implemented in the performance of work in this field. MET will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement. MET will utilize the services of a subcontracted analytical laboratory for related testing, and possibly other types of subcontractor services, as necessary to complete the project. MET will strive to select a subcontractor which is generally accepted and recognized in their respective industry, but shall assume no responsibility for claims or losses arising from the negligence or errors and omissions of the selected entity. The client may specify a laboratory or other subcontractor of client's choice for the required services by providing such written instructions to MET at any time prior to performance of work, subject to acceptance of any increased costs which may result from such selection.

Item 8. Limitations of Liability. The client agrees to limit MET's liability to the client and all parties claiming through the client or otherwise claiming reliance on MET's services, allegedly arising from MET's professional acts or errors and omissions, to a sum not to exceed MET's applicable insurance limits. In no event shall MET or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MET's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 9. Insurance. MET represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MET's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the client upon written request. MET shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions.

Item 10. Modifications. This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor MET may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 11. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5%per month will be added to delinquent charges; however, MET at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MET for all services performed prior to and for such termination. The client shall also pay any required collection cost including attorney fees.

GENERAL CONDITIONS
Midwest Engineering and Testing, Inc. (MET)
General Testing Services

Item 1. Scope of work. Midwest Engineering and Testing, Inc. (MET) shall perform services in accordance with an “agreement" made with the "client'. The agreement consists of MET's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The hiring of MET signifies the acceptance of this proposal and the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the Fee Schedule or elsewhere in the agreement can be provided. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client agrees to impart the terms of this agreement to any third party to whom client releases any part of MET's work. MET shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the Client, client represents to MET that all necessary permissions for MET to enter the site and conduct the work have been obtained. While MET shall exercise reasonable care to minimize damage to the progeny the client understands that some damage may occur during the normal course of work, that MET has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Personnel Responsibility. The presence of MET field representatives will be for the purpose of providing observation and field testing, and does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor(s) for this project should be so advised. The contractor should also be informed that neither the presence of, nor the observation and testing by MET personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that MET will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

Item 4. Observations and Tests. The term "observation" implies only that MET would observe the applicable portions of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements. Client shall cause all tests and observation of the site, materials and work performed by MET or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and MET's recommendations. No Claims for loss, damage or injury shall be brought against MET by client or any third party unless all tests and observations have been so performed and unless MET's recommendations have been followed.

Item 5. Accuracy of Test Locations and Elevations. The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

Item 6. Degree of Certainty of Compliance. With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observations and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client and as scheduled by the client or client’s representative. The degree of certainty for compliance with project specifications is much greater with full-time observation and testing than it is with intermittent observation and testing.

Item 7. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MET of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions. which exist on or near any premises upon which work is to be performed by MET employees or subcontractors or which in any other way may be pertinent to MET's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures by exercised to protect the health and safety of MET site personnel and/or the public. MET may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

Item 8. Reports and Ownership of Documents. MET will furnish three copies of the report to the client. Additional copies will be furnished to the owner or others at the rate specified in the fee schedule. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by MET as instruments of service, shall remain the property of MET, unless there are other contractual agreements. MET will retain final reports relating to the services performed for a period of 5 years following submission of the report. Client agrees to return upon demand and will not use for any purpose whatsoever all reports and other work furnished to client or his agent which are not paid for.

Item 9. Confidentiality. MET shall hold Confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". MET shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns, or for protection of MET against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by MET is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MET.

Item 10. Standard of Care. MET will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with that level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement The client recognizes that subsurface soil, groundwater and other materials can vary between sampling and testing points and with time, and that the interpretation of data, and opinions and recommendations made by MET are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MET will not be responsible for the interpretation by others, of data obtained by MET.

Item 11. Limitations of Liability. The client agrees to limit MET's liability to the client and all parties claiming through the client or otherwise claiming reliance on MET's services allegedly arising from MET’s professional acts or errors and omissions, to a sum not to exceed MET's applicable insurance limits. In no event shall MET or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MET's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 12. Insurance. MET represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MET's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. MET shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions.

Item 13. Modifications. This agreement and all attachments pursuant to this agreement represent the entire understanding between the parties, and neither the client nor MET may amend or modify any aspect of this contract unless such alterations are reduced to writing and property executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations. or agreements. and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 14. Termination. This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, MET shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place MET's files in order and/or to protect its professional reputation.

Item 15. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month and/or upon completion of said services, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MET at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion. client shall compensate MET for all services performed prior to and for such termination.

Item 16. Sample Disposal. Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of thirty (30) days after submission of MET's report.

870 40th Avenue
Bettendorf, Iowa
P (563) 355-0702
Terracon.com

August 14, 2024

Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, Illinois 60067

Attn: Ms. Kirsta Ehmke, AIA

RE: Proposal for Geotechnical Engineering and Environment Testing Services
New Justice Center Annex
17 S Capital Street
Pekin, Tazewell County, Illinois
Terracon Proposal No. P07245106

Dear Ms. Ehmke:

We appreciate the opportunity to submit this proposal to Wold Architects and Engineers (Wold) to provide geotechnical engineering and environmental testing services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our lump sum fee to perform the Scope of Services described in this proposal is $20,350, including private utility location fees. **Exhibit C** includes details regarding our fees and a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Joel D. Schluensen, P.E.
Project Engineer

Sara J. Somsky, P.E.
Principal

Reference Number: P07245106

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Wold Architects and Engineers ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Tazewell County Justice Center Annex project ("Project"), as described in Consultant's Proposal dated 08/14/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	**Terracon Consultants, Inc.**	Client:	**Wold Architects and Engineers**
By:	 Date: **8/14/2024**	By:	Date:
Name/Title:	**Sara J Somsky / Geotechnical Department Manager**	Name/Title:	**Tyler Severson**
Address:	**870 40th Ave** **Bettendorf, IA 52722-1607**	Address:	**220 North Smith Street, Suite 310** **Palatine, IL 60067**
Phone:	**(563) 355-0702** Fax: **(563) 355-4789**	Phone:	**(847) 241-6100** Fax:
Email:	**Sara.Somsky@terracon.com**	Email:	**tseverson@woldae.com**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Wold. We have not visited the project site to confirm the information provided. We request Wold and/or the design team verify all information provided in the following tables prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	RFP dated August 2, 2024, prepared by Wold
Project Description	A new annex to the existing justice center is planned in a vacant lot, north of the existing justice center. The proposed annex has a plan area of about 23,000 square feet. The proposed building is still in early planning/design phases, but is anticipated to be steel-framed. The number of stories was not provided. Based on our experience with similar type structures, we anticipate the annex to include two stories and a basement level. An underground secure connection tunnel is anticipated between the existing justice center and proposed annex. A potential below-grade stormwater detention basin is planned west of the proposed annex. A parking lot is anticipated above the stormwater detention basin area, west of the proposed annex.
Finished Floor Elevation	The finished floor elevation was not provided, but is anticipated to be near existing grades.
Maximum Loads	Anticipated structural loads were not provided. In the absence of information provided by the design team, we will use the following loads in estimating settlement based on our experience with similar projects. ▪ Columns: 250 kips ▪ Walls: 4 kips per linear foot (klf) ▪ Slabs: 100 pounds per square foot (psf)
Grading	A grading plan was not provided. Based on existing grades, less than 1 foot of cut and/or fill is anticipated to establish final grades. Excavation depths of up to 15 feet are anticipated to construct the basement level and/or detention basin area.

Item	Description
Pavements	No information regarding anticipated vehicle types, axle loads, or traffic volumes was provided. We anticipate the pavements will be utilized primarily by passenger vehicles (cars, pickup trucks, SUV's) with occasional 2-axle delivery trucks and 3-axle trash collection trucks.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 17 S Capital Street in Pekin, Tazewell County, Illinois. 40.5697° N 89.6490° W (approximate; see **Exhibit D**)
Existing Improvements	The site consists of a now vacant lot surrounded by city streets and associated utilities. We understand, the previous commercial buildings were recently demolished.
Current Ground Cover	Bare earth, gravel, weeds/vegetation
Existing Topography	Based on Google Earth, the site is relatively flat, with the ground surface elevations ranging from 472 to 474 feet.
Site Access	We expect the site and all boring locations will be accessible with our ATV-mounted drilling equipment and support truck.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of a field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Geotechnical Scope of Services

Field Exploration

Wold requested the following boring locations and depths:

Boring ID	Planned Boring Depth (feet) [1]	Planned Location [2]
B-1 (PAV-1)	Pavement Core + 20	Underground Tunnel
PAV-2	Pavement Core	Underground Tunnel
B-2 through B-10	20	Building Area
B-11 and B-12	15	Proposed Detention Basin / Pavement Area

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ±20 feet. Field measurements from existing site features may be utilized. The approximate elevations at the boring locations will be obtained by the drill crew using an engineer's level and rod, and will be referenced to a temporary benchmark. If a specific benchmark is desired, such as the finished floor elevation of the existing justice center, we need its location and elevation before we commence the fieldwork. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance the borings with an ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary) and/or rotary wash boring techniques. Samples will generally be obtained continuously in Borings 11 and 12. In the remaining borings, samples will be obtained at an interval of approximately 2½ feet in the upper 10 feet of each boring and at an interval of 5 feet thereafter. Soil sampling will be performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers will be driven in accordance with the standard penetration test (SPT). The samples, including the pavement cores, will be placed in appropriate containers, taken to our laboratory for testing, and

classified by an engineer or geologist. In addition, we will observe and record groundwater levels during drilling and sampling. If rotary wash drilling methods are used to advance the boreholes, the drilling fluid will obscure the actual groundwater levels, so water levels will not be recorded in boreholes after the initiation of rotary wash drilling methods.

Our exploration team will prepare field logs to record sampling depths, penetration distances, other relevant sampling information, visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples.

Soil samples obtained during our field exploration will be retained for approximately 60 days after submittal of our geotechnical engineering report in the event that additional testing is requested.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings and/or bentonite chips upon completion. Borings performed in paved areas will be capped with ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of each borehole. Because backfill material often settles below the surface after a period of time, we recommend boreholes be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we will consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our

Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will contact Illinois JULIE to locate utilities in public easements. This service requires 2 days to clear utilities from the time the request is made. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by Wold prior to commencement of field exploration. Terracon also plans to perform a private utility locate utilizing our geophysical equipment in the vicinity of the proposed borings. Fees associated with this service are included in our Scope of Services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve Wold of their responsibilities in identifying private underground utilities.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight (on thin-wall cohesive soils only)
- Unconfined compressive strength (on thin-wall cohesive soils only)
- Atterberg limits (3 samples, based on soils encountered)
- Grain size analysis (8 samples, based on soils encountered)

Our laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System

(USCS). The grain size analysis will assist in correlating the soil classifications in accordance with the USDA system with estimated infiltration rates.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork recommendations including site/subgrade preparation
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site classification
- Lateral earth pressure recommendations for below grade walls
- Recommendations for pavement support and estimates of minimum thicknesses
- Estimates of infiltration rates for soils observed in the borings, based on correlations with USDA classifications

Your project will be delivered using **Compass** (Terracon's online client portal). Upon initiation, we provide you and your design team the necessary link to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of **Compass**. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When our services are complete, we will upload a printable version of our completed geotechnical engineering report. Previous submittals, collaboration, and the report will be maintained in our system to allow future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Environmental Scope of Services: Phase I ESA

A Phase I Environmental Site Assessment will be performed consistent with the procedures included in ASTM E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this Phase I ESA is to assist the client with developing information to identify recognized environmental conditions (RECs) in connection with the site as reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. The Phase I ESA will include pertinent information related to the physical setting of the site, historical user information, client (user) provided title information, applicable interviews, regulatory records review, and reconnaissance of the site and adjoining/ surround properties. Based on Terracon's understanding, a Chain of Title/Lien Search between 1980 and the present is not included in this fee. This scope includes up to two hours of file review time and assumes that safe and legal access to the site will be provided by the Client.

One electronic copy of the Phase I ESA report will be provided to Wold Architects. The report will present the results of the assessment and will be signed by an Environmental Professional responsible for the Phase I ESA. The report will contain an environmental professional statement as required by 40 CFR 312.21(d). The report will be prepared for the exclusive use and reliance of Community Wold Architects.

Based on the historical use of the site and surrounding properties, Terracon has determined the project site is a potentially impacted property (PIP) and will require LPC-663 for disposal of uncontaminated soil fill. Terracon proposes to observe, field screen, and sample/analyze soil recovered during the advancement of the geotechnical borings to support completion of the form.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our lump sum fee is shown in the following table:

Task	Lump Sum Fee[1]
Geotechnical Scope of Services:	
Private Utility Locates[2], Subsurface Exploration[3], Laboratory Testing, Geotechnical Report, Post Report Meetings/Collaboration (up to 3 hours)	$17,250
Environmental Scope of Services: Phase 1 Environmental Assessment	$3,100
Total	**$20,350**
Additional Mobilization/Demobilization	$1,500
Additional Soil Boring (20 feet below ground surface), including USDA Classification Estimates	$860 per boring

1. Proposed fees noted above are effective for 90 days from the date of the proposal.
2. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.
3. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of as outlined above would be invoiced. A drill crew standby rate of $450 per hour would be invoiced for unexpected delays.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of damage to existing landscape or crops. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating

services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule [1, 2]
Kickoff Call with Client	At least 2 days prior to commencing field program
Field Program	Drill date will be coordinated with Wold 4 days of fieldwork anticipated
Site Characterization	10 days after completion of field program
Geotechnical Report	15 days after completion of field program

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

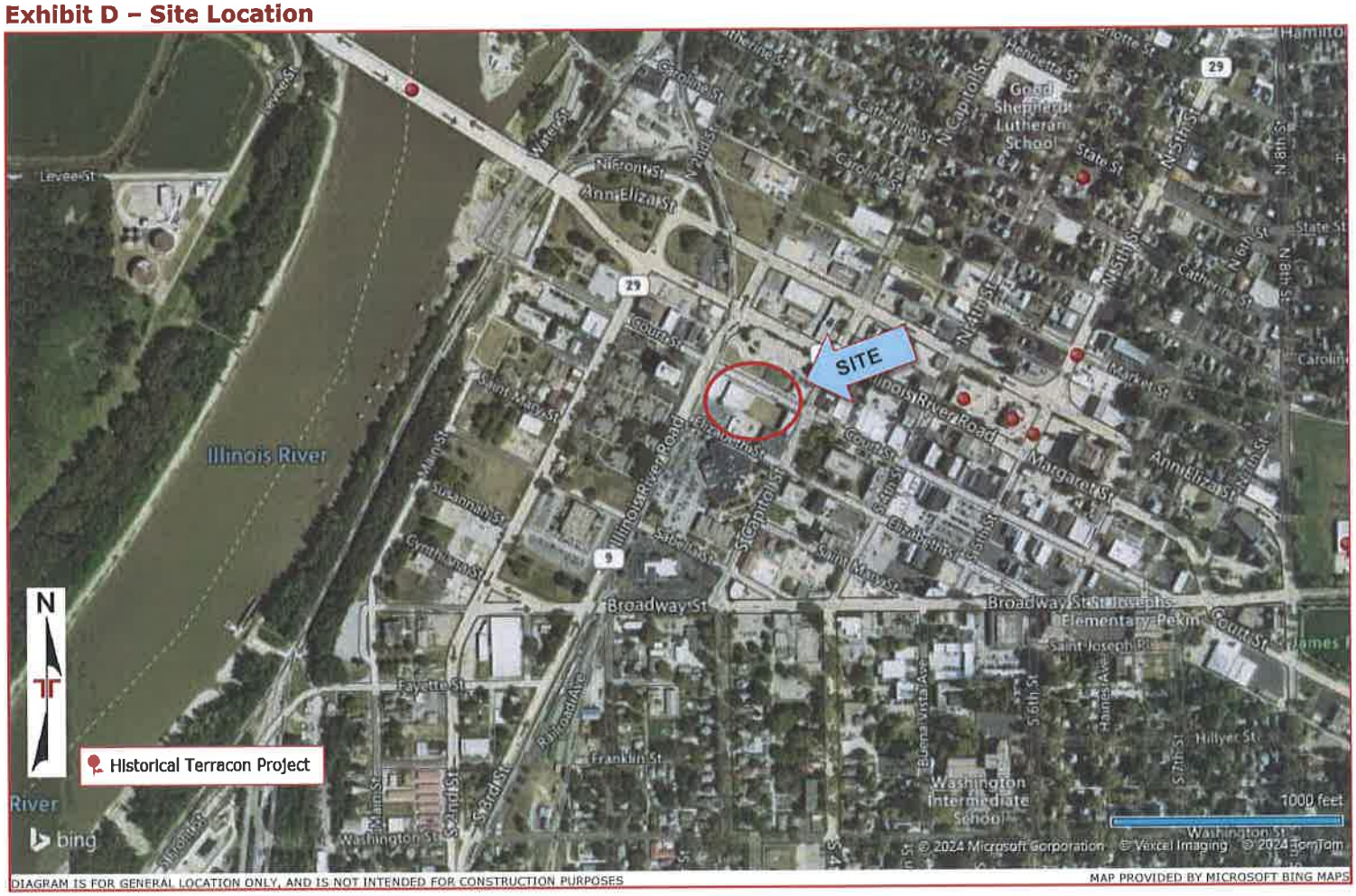
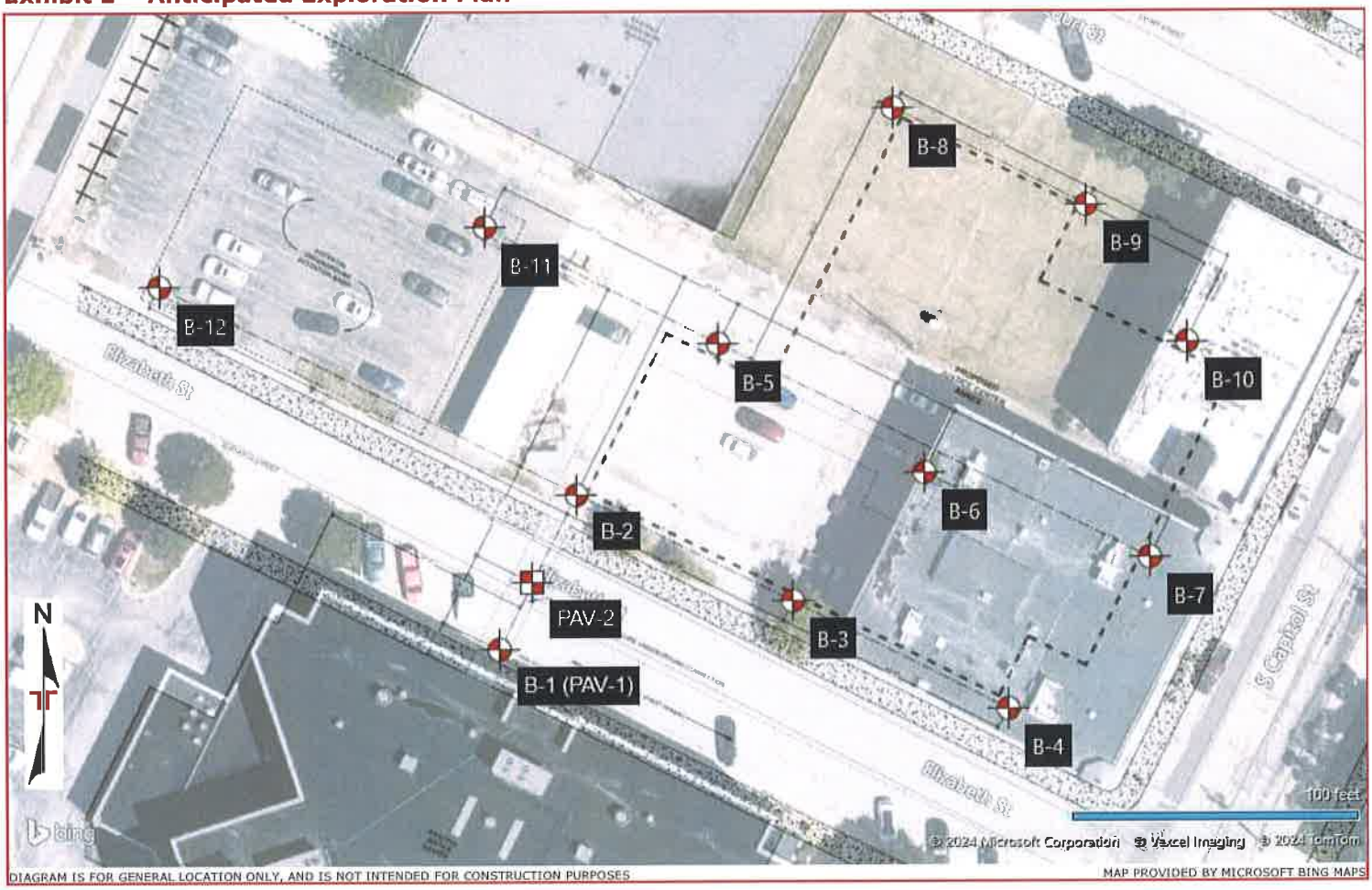


Exhibit E – Anticipated Exploration Plan



SOIL BORING AND CONSTRUCTION TESTING RATE SCHEDULE

DESIGN TESTING

SOIL BORINGS	Initial Borings: 20 ft deep, location per attached plan. Soil Evaluation Draft & Final Reports, All Trip Charges Three Design Meetings Phase 1 – Environmental Assessment			(Single Lump Sum)		$ $20,350
ADDITIONAL SOIL BORINGS	Single unit price: Assume 10 soil borings performed in one phase, all trip charges and piezometer tests.	**Quantity**		**Rate**		
		10 borings	x	$ 860	/ boring	$8,600
					Subtotal	$ $28,950

CONSTRUCTION TESTING

		Quantity		**Rate**		
EARTHWORK	Quality Control Excavation Observation	210 hrs.	x	$ 70	/ hour	$ 14,700
	Density Tests	210 hrs.	x	$ 70	/ hour	$ 14,700
	Sieve Analysis	3 tests	x	$ 175	/ test	$ 525
	Standard Proctor Test	8 tests	x	$ 200	/ test	$ 1,600
	Nuclear Density Rental	210 hrs.	x	$ 8	/ hour	$ 1,680
	Trip Charge	130 trips	x	$ 175	/ trip	$ 22,750
					Subtotal	$ 55,955
PAVING	QC Subgrade Proof Roll Observation	25 hrs.	x	$ 85	/ hour	$ 2,125
	Compaction Testing	16 hrs.	x	$ 70	/ hour	$ 1,120
	Nuclear Gauge Rental	16 hrs.	x	$ 8	/ hour	$ 128
	Standard Proctor	2 tests	x	$ 200	/ test	$ 400
	Bituminous Coring	8 hrs.	x	$ 300	/ hour	$ 2,400
	Thickness & Density Tests	65 tests	x	$ 50	/ test	$ 3,250
	Marshall Density	2 test	x	$ 300	/ test	$ 600
	Trip Charges	16 trips	x	$ 175	/ trip	$ 2,800
					Subtotal	$ 12,823
CONCRETE	Quality Control Testing	360 hrs.	x	$ 70	/ hour	$ 25,200
	Sample Pick-up	80 trips	x	$ 175	/ trip	$ 14,000
	Compressive Strength Tests	720 tests	x	$ 20	/ test	$ 14,400
	Trip Charges	80 trips	x	$ 175	/ trip	$ 14,000
					Subtotal	$ 67,600

MASONRY	Quality Control Testing	80 hrs.	x	$ 85	/ hour	$ 6,800
	Compressive Strength Prism Tests	60 tests	x	$ 50	/ test	$ 3,000
	Net Area Determination	8 tests	x	$ 100	/ test	$ 800
	Compressive Strength Grout Tests	55 tests	x	$ 25	/ test	$ 1,375
	Masonry Sample Pick-ups	8 trips	x	$ 175	/ trip	$ 1,400
	Trip Charge	16 trips	x	$ 175	/ trip	$ 2,800
					Subtotal	$ 16,175
STEEL	Field Special Inspection	75 hrs.	x	$ 110	/ hour	$ 8,250
		16 trips	x	$ 350	/ trip	$ 5,600
					Subtotal	$ 13,850
				TOTAL ESTIMATED COST		$195,353

Unit Rate Schedule

		Rate	Unit
PERSONNEL			
1215	Field Technician	$70.00	hour*
1205	Senior Technician	$85.00	hour*
1257	Certified Weld Inspector	$110.00	hour*
1119	Project Coordinator	$85.00	hour
1155	Project Manager	$125.00	hour
1150	Senior Project Manager	$185.00	hour
LABORATORY TESTING			
2039	Standard Proctor, Soil	$200.00	each
2040	Standard Proctor, Rock	$240.00	each
2093	Standard Proctor, Soil/Cement	$300.00	each
2046	Modified Proctor, Soil	$250.00	each
2047	Modified Proctor, Rock	$290.00	each
2066	Aggregate Gradation (include #200 wash)	$165.00	each
3324	Compressive Strength Cylinder (made by Terracon)	$20.00	each
3326	Trimming or Capping of Irregular Surfaces	$30.00	each
4007	Compressive Strength of Grout Prism	$50.00	each
FIELD EQUIPMENT/MATERIALS			
1631	Nuclear Density Gauge	$50.00	day
1635	Cone Penetrometer or Field Vane Shear	$20.00	trip
	Miscellaneous Charges	Cost + 20%	
EXPENSES			
1620	Vehicle Charge	$175.00	trip
1622	Regional Vehicle Charge (Structural Steel Inspector)	$350.00	trip
1106	Project Setup	$300.00	each
4040	Expedited Services Charge	$40.00	each

*Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2 times the hourly rate for Sundays and holidays).

A 2-hour minimum charge per task is applicable to all site visits. Field services time will be rounded up to the nearest 0.5 hour. Trip charge includes vehicle and mileage costs. Expedited service charges may apply to all field services (per trip) with less than a 4 business hour notice and all rush laboratory services.

Rates provided above are valid only if authorized within 90 days from the listed proposal date.

You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative.

COMMITTEE REPORT

HR-24-18

Mr. Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the County's Human Resources Committee recognizes that the availability of wellness and preventative health benefits is on the rise in health insurance plans and can be effective with regard to early detection of diseases and chronic illness management; and

WHEREAS, the County has offered an annual Health Fair since 2008, during which employees can participate in a variety of health screenings and evaluations; and

WHEREAS, the 2024 Health Fair is scheduled for October 8th from 6:00 am. to 11:00 am., October 10th from 6:00 am to 10:00 am to be held at Carle Health Pekin Hospital and October 15th from 12:00 p.m. to 3:00 p.m., to be held at the Justice Center; and

WHEREAS, Full-time/Part-time and Retired employees are eligible to participate. Retired employees must be enrolled in a current county medical plan. No dependents or spouses will be eligible to participate.

THEREFORE BE IT RESOLVED by the County Board that the Board authorizes participation by County employees in the Health Fair as an enhancement to the County's benefit package.

BE IT FURTHER RESOLVED that the County's cost of participating in the Health Fair will be covered from the County's Health Internal Service Fund.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Human Resources Department of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____ _____

County Clerk County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the Human Resource Committee recommends to the County Board to approve the attached final 2024 health insurance plan summary document; and

WHEREAS, the most recent changes to the 2024 plan summary document were approved on September 27, 2023 (Resolution: HR-23-15).

THEREFORE BE IT RESOLVED, the County Board authorizes the County Board Chairman to sign all documents relating to the plan summary document.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Human Resources Department, and Consociate of this action in order that this resolution be fully implemented.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

Tazewell County

Tazewell County Health Benefit Plan

Plan Document and Summary Plan Description

Effective: December 01, 2015

Restated: December 01, 2023

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INTRODUCTION AND PURPOSE

Introduction and Purpose

The Plan Sponsor has established the Plan for the benefit of eligible Employees and their eligible Dependents, in accordance with the terms and conditions described herein. Plan benefits are funded solely from the general assets of the Plan Sponsor. Participants in the Plan may be required to contribute toward their benefits. Contributions received from Participants are used to cover Plan costs and are expended immediately.

The Plan Sponsor's purpose in establishing the Plan is to protect eligible Employees and their Dependents against certain health expenses and to help defray the financial effects arising from Injury or Illness. To accomplish this purpose, the Plan Sponsor must be mindful of the need to control and minimize health care costs through innovative and efficient plan design and cost containment provisions, and of abiding by the terms of the Plan Document, to allow the Plan Sponsor to effectively assign the resources available to help Participants in the Plan to the maximum feasible extent.

The Plan Sponsor has adopted this Plan Document as the written description of the Plan to set forth the terms and provisions of the Plan that provide for the payment or reimbursement of all or a portion of certain expenses for eligible benefits. The Plan Document is maintained by **Tazewell County** and may be reviewed at any time during normal working hours by any Participant.

SUMMARY OF BENEFITS

General Limits

Payment for any of the expenses listed below is subject to all Plan Exclusions, limitations and provisions. All coverage figures, if applicable, are after the out-of-pocket Deductible has been satisfied.

See the Utilization Management section for more information regarding Pre-Certification and/or Notification requirements.

Network and Non-Network Provider Arrangement

The Plan contracts with medical Provider Networks to access discounted fees for service for Participants. Hospitals, Physicians and other Providers who have contracted with the medical Provider Networks are called "Network Providers". Those who have not contracted with the Networks are referred to in this Plan as "Non-Network Providers". This arrangement results in the following benefits to Participants:

1. The Plan provides different levels of benefits based on whether the Participants use a Network or Non-Network Provider. Unless one of the exceptions shown below applies, if a Participant elects to receive medical care from the Non-Network Provider, the benefits payable are generally lower than those payable when a Network Provider is used. The following exceptions apply:
    a. In the event a Network Provider refers a Participant to a Non-Network Provider for services, then charges of the Non-Network Provider will be paid as though the services were provided by a Network Provider.
    b. In the event services are rendered by a Network Provider, all related ancillary services will be covered at the Network level of benefits.
    c. The Network Provider level of benefits is payable for any Participant who cannot access Network Providers because they reside outside the Network service area. The Network service area is defined as a 40-mile radius from the Employee's primary residence.
    d. The services are not available at a Network Provider. The Network Provider level of benefits will be payable.
    e. The Network Provider level of benefits is payable when a Participant receives Emergency care either Out-of-Area or at a Non-Network Hospital for an Accidental Bodily Injury or Emergency.
2. Except as outlined in "No Surprises Act – Emergency Services and Surprise Bills" below, if the charge billed by a Non-Network Provider for any covered service is higher than the Maximum Allowable Charge determined by the Plan, Participants are responsible for the excess unless the Provider accepts assignment of benefits as consideration in full for services rendered. Since Network Providers have agreed to accept a negotiated discounted fee as full payment for their services, Participants are not responsible for any billed amount that exceeds that fee. The Plan Administrator reserves the right to revoke any previously-given assignment of benefits or to proactively prohibit assignment of benefits to anyone, including any Provider, at its discretion.

3. To receive benefit consideration, Participants may need to submit claims for services provided by Non-Network Providers to the Third Party Administrator. Network Providers have agreed to bill the Plan directly, so that Participants do not have to submit claims themselves.

Benefits available to Network Providers are limited such that if a Network Provider advances or submits charges which exceed amounts that are eligible for payment in accordance with the terms of the Plan, or are for services or supplies for which Plan coverage is not available, or are otherwise limited or excluded by the Plan, benefits will be paid in accordance with the terms of the Plan.

Direct PPO Contract Unity Point

NOTE: Carle Health will replace UnityPoint Health as the parent organization of UnityPoint Health – Central Illinois.

Hospital services in Tazewell, Peoria, Woodford, Mclean, Sangamon, and Fulton counties must be received from Methodist Medical Center, Pekin Hospital, Hopedale Hospital, Memorial Medical Center, Proctor Hospital or Ann & Robert H Lurie Children's Hospital of Chicago. However, this provision may be waived if the services are not available from a designated facility, transportation

of the patient to a designated facility would jeopardize the patient's health, or as authorized by the Plan Administrator.

IF YOU ARE IN THE NETWORK AREA AND CHOSE TO SEE A NON-NETWORK PROVIDER, THERE ARE NO BENEFITS FOR THE NON-NETWORK FACILITY.

Please note affirmation that a treatment, service, or supply is of a type compensable by the Plan is not a guarantee that the particular treatment, service, or supply in question, upon receipt of a Clean Claim and review by the Plan Administrator, will be eligible for payment.

Pursuant to Illinois law, in the event that a Participant receives services from a Non-Network Provider due to a moral objection raised by Network Provider(s) under the Health Care Right of Conscience Act, the Network Provider level of benefits is payable.

If a Participant receives information with respect to an item or service from the Plan, its representative, or a database maintained by the Plan or its representative indicating that a particular Provider is an In-Network Provider and the Participant receives such item or service in reliance on that information, the Participant's Coinsurance, Copayment, Deductible, and out-of-pocket maximum will be calculated as if the Provider had been In-Network despite that information proving inaccurate.

Balance Billing

In the event that a claim submitted by a Network or Non-Network Provider is subject to a medical bill review or medical chart audit and that some or all of the charges in connection with such claim are repriced because of billing errors and/or overcharges, it is the Plan's position that the Participant should not be responsible for payment of any charges denied as a result of the medical bill review or medical chart audit, and should not be balance billed for the difference between the billed charges and the amount determined to be payable by the Plan Administrator, although the Plan has no control over any Provider's actions, including balance billing.

In addition, with respect to services rendered by a Network Provider being paid in accordance with a discounted rate, it is the Plan's position that the Participant should not be responsible for the difference between the amount charged by the Network Provider and the amount determined to be payable by the Plan Administrator, and should not be balance billed for such difference. Again, the Plan has no control over any Network Provider that engages in balance billing practices, except to the extent that such practices are contrary to the contract governing the relationship between the Plan and the Network Provider.

The Participant is responsible for any applicable payment of Coinsurances, Deductibles, and out-of-pocket maximums and may be billed for any or all of these.

Choice of Providers

The Plan is not intended to disturb the Physician-patient relationship. Each Participant has a free choice of any Physician or surgeon, and the Physician-patient relationship shall be maintained. Physicians and other health care Providers are not agents or delegates of the Plan Sponsor, Company, Plan Administrator, Employer or Third Party Administrator. The delivery of medical and other health care services on behalf of any Participant remains the sole prerogative and responsibility of the attending Physician or other health care Provider. The Participant, together with his or her Physician, is ultimately responsible for determining the appropriate course of medical treatment, regardless of whether the Plan will pay for all or a portion of the cost of such care.

Network Provider Information

The Network Providers are merely independent contractors; neither the Plan nor the Plan Administrator make any warranty as to the quality of care that may be rendered by any Network Provider.

A current list of Network Providers is available, without charge, through the Third Party Administrator's website (located at www.consociatehealth.com). If the Participant does not have access to a computer at his or her home, he or she may access this website at his or her place of employment. If he or she has any questions about how to do this, he or she should contact the Human Relations Department. The Network Provider list changes frequently; therefore, it is recommended that a Participant verify with the Provider that the Provider is still a Network Provider before receiving services. Please refer to the Participant identification card for the Network website address.

Claims Audit

In addition to the Plan's Medical Record Review process, the Plan Administrator may use its discretionary authority to utilize an independent bill review and/or claim audit program or service for a complete claim. While every claim may not be subject to a bill review or audit, the Plan Administrator has the sole discretionary authority for selection of claims subject to review or audit.

The analysis will be employed to identify charges billed in error and/or charges exceed the Maximum Allowable Charge or services that are not Medically Necessary, and may include a patient medical billing records review and/or audit of the patient's medical charts and records.
Upon completion of an analysis, a report will be submitted to the Plan Administrator or its agent to identify the charges deemed in excess of the Maximum Allowable Charge or other applicable provisions, as outlined in this Plan Document.

Despite the existence of any agreement to the contrary, the Plan Administrator has the discretionary authority to reduce any charge to the Maximum Allowable Charge, in accord with the terms of this Plan Document.

No Surprises Act – Emergency Services and Surprise Bills

For Non-Network claims subject to the No Surprises Act ("NSA"), Participant cost-sharing will be the same amount as would be applied if the claim was provided by a Network Provider and will be calculated as if the Plan's Covered Expense was the Recognized Amount, regardless of the Plan's actual Maximum Allowable Charge. The NSA prohibits Providers from pursuing Participants for the difference between the Maximum Allowable Charge and the Provider's billed charge for applicable services, with the exception of valid Plan-appointed cost-sharing as outlined above. Any such cost-sharing amounts will accrue toward In-Network Deductibles and out of pocket maximums.

Benefits for claims subject to the NSA will be denied or paid within 30 days of receipt of an initial claim, and if approved will be paid directly to the Provider.

Claims subject to the NSA are those which are submitted for:

- Emergency Services;
- Non-emergency services rendered by a Non-Network Provider at a Participating Health Care Facility, provided the Participant has not validly waived the applicability of the NSA; and
- Covered Non-Network air ambulance services.

All other sections of the Plan remain unchanged.

Continuity of Care

In the event a Participant is a continuing care patient receiving a course of treatment from a Provider which is In-Network or otherwise has a contractual relationship with the Plan governing such care and that contractual relationship is terminated, not renewed, or otherwise ends for any reason other than the Provider's failure to meet applicable quality standards or for fraud, the Participant shall have the following rights to continuation of care.

The Plan shall notify the Participant in a timely manner, and that the Participant has rights to elect continued transitional care from the Provider. If the Participant elects in writing to receive continued transitional care, Plan benefits will apply under the same terms and conditions as would be applicable had the termination not occurred, beginning on the date the Plan's notice of termination is provided and ending 90 days later or when the Participant ceases to be a continuing care patient, whichever is sooner.

For purposes of this provision, "continuing care patient" means an individual who:

1. is undergoing a course of treatment for a serious and complex condition from a specific Provider,
2. is undergoing a course of institutional or Inpatient care from a specific Provider,
3. is scheduled to undergo non-elective surgery from a specific Provider, including receipt of postoperative care with respect to the surgery,
4. is pregnant and undergoing a course of treatment for the Pregnancy from a specific Provider, or
5. is or was determined to be terminally ill and is receiving treatment for such illness from a specific Provider.

Note that during continuation, although Plan benefits will be processed as if the termination had not occurred and the law requires the Provider to continue to accept the previously-contracted amount, the contract itself will have terminated, and thus the Plan may be unable to protect the Participant if the Provider pursues a balance bill.

Transition of Care

If a Participant is under the care of a Non-Network Provider at the time of joining the Plan, there are a limited number of medical conditions that may qualify for transition of care. If transitional care is appropriate, specific treatment by a Non-Network Provider may be covered at the Network level of benefits for a limited period of time. The Third Party Administrator will review and approve or deny such requests.

Summary of Benefits - Medical

The following benefits are per Participant per Calendar Year.
All benefits are subject to the Maximum Allowable Charge.

December 1, 2023 – November 30, 2024 Maximum Benefits For Tazewell County Traditional 500 PPO Plan	
All Essential Health Benefits	Unlimited

	In Network	Out of Network	Limits
Deductible			
Individual	In and Out of Network combined: $500		
Family	In and Out of Network combined: $1,000		
Embedded deductible: If you have other family members on the plan, each family member must meet their own individual deductible before the plan starts to pay unless the overall family deductible is satisfied first. In no event will more than the individual deductible apply to one person.			
Maximum Out-of-Pocket (includes Deductibles, Coinsurance, Copayments, and Prescription Drug Copayments)			
Individual	In and Out of Network combined: $1,300		All copays stop at medical OOP
Family	In and Out of Network combined: $2,600		
Embedded Out-of-Pocket: If you have other family members on this plan, they have to meet their own Out-of-Pocket limits until the overall family Out-of-Pocket limit has been met.			

The following table identifies what does and does not apply toward the In Network and Out of Network Out-of-Pocket Maximums:

Plan Features	Applies to the In Network Out-of-Pocket Maximum?	Applies to the Out of Network Out-of-Pocket Maximum?
Payments toward the annual Deductible	Yes	Yes
Coinsurance payments**, even those for covered services available in the Prescription Drug Benefits section, except for those covered health services identified in the Summary of Benefits that do not apply to the Out-of-Pocket Maximum**	Yes	Yes
Copayments	Yes	Yes
Charges for non-covered services	No	No
The amounts of any Pre-Certification penalties	No	No
Charges that exceed Allowable Expenses	No	No

The plan includes services at BJC's HealthCare's Center of Excellence Program (BJC-COE). For Services at BJC Centers of Excellence, the deductible and out of pocket expenses will be waived.

Coinsurance shown below is what Participant pays and applies after deductible has been met			
	In Network	**Out of Network**	**Limits**
Advanced Radiology			
Includes MRI, MRA, CT scan, coronary CT angiography, PET Scan, and nuclear cardiology, nuclear medicine.	Facility: 10% coinsurance Physician: 20% coinsurance	20% coinsurance	Precertification is required for Advanced Radiology.
Allergy Services			
Office Visit	$25 copay	20% coinsurance	
Injections	20% coinsurance	20% coinsurance	
Serum	20% coinsurance	20% coinsurance	
Acupuncture	**Not Covered**		
Ambulance	20% coinsurance	20% coinsurance	
Ambulatory Surgical Center	10% coinsurance	20% coinsurance	Precertification is required for certain outpatient surgeries. .
Anesthesia	20% coinsurance	20% coinsurance	
Bariatric Surgery	20% coinsurance	20% coinsurance	**Effective March 27, 2024:** The following weight loss surgeries are covered: gastric bypass, duodenal switch, SADI-S, gastric banding and sleeve gastrectomy. Precertification is required and certain criteria must be met.
Behavioral Health Services			
Residential Treatment	10% coinsurance	20% coinsurance	Precertification is required. If you don't get precertification, benefits could be reduced.
Inpatient Treatment	10% coinsurance	20% coinsurance	
Partial Day Program	10% coinsurance	20% coinsurance	
Office Visits/Therapy	$25 copay	20% coinsurance	Virtual visits covered as any other Office Visit.
Outpatient Physician	20% coinsurance	20% coinsurance	
Birthing Center	20% coinsurance	20% coinsurance	Precertification is required for some maternity stays.
Blood & Plasma	20% coinsurance	20% coinsurance	
Cardiac Rehabilitation	Facility: 10% coinsurance Physician: 20% coinsurance	20% coinsurance	Precertification is required for Nuclear Cardiology.
Chiropractic Care			
Office Visits, Spinal Manipulations, and Adjustments	20% coinsurance	20% coinsurance	
X-Rays	20% coinsurance	20% coinsurance	
Clinical Trials (Routine Patient Costs)	20% coinsurance	20% coinsurance	
Dialysis	For Zelis Providers: 100% of the lesser of (i) the Usual, Customary, and Reasonable Outpatient Dialysis Charge as defined in "Outpatient Dialysis Treatment" Section, (ii) the maximum allowable charge after all applicable deductibles and cost-sharing; and (iii) such charge as is negotiated between the Plan Administrator and the provider of Outpatient Dialysis Treatment.		
	20% coinsurance	20% coinsurance	
Durable Medical Equipment	20% coinsurance	20% coinsurance	
Glaucoma, Cataract Surgery and Lenses (one set)	20% coinsurance	20% coinsurance	
Hearing Aids	**Not Covered**		
Hearing Exam	20% coinsurance	20% coinsurance	
Home Health Care	20% coinsurance	20% coinsurance	.

Coinsurance shown below is what Participant pays and applies after deductible has been met			
	In Network	**Out of Network**	**Limits**
Hospice			
Inpatient - Facility	10% coinsurance	20% coinsurance	Precertification is required.
Inpatient - Physician	20% coinsurance	20% coinsurance	
Outpatient	20% coinsurance	20% coinsurance	
Family Bereavement Counseling	20% coinsurance	20% coinsurance	
Hospital			
Inpatient Treatment- Facility	10% coinsurance	20% coinsurance	Precertification is required. If you don't get precertification, benefits could be reduced.
Inpatient: Services, Physician Charges, Surgery Services, Hospital Care	20% coinsurance	20% coinsurance	
Outpatient Treatment- Facility	10% coinsurance	20% coinsurance	
Outpatient: Physician Surgery Services	20% coinsurance	20% coinsurance	
Implants	20% coinsurance	20% coinsurance	Cochlear Implants are not covered.
Infertility	20% coinsurance	20% coinsurance	
Injections/Infusions	20% coinsurance	20% coinsurance	Certain outpatient medications are a non-covered expense under the Plan if subject to the criteria of the SmithRx Drug Sourcing Program.
Mastectomy Bras	20% coinsurance	20% coinsurance	
Newborn Care	20% coinsurance	20% coinsurance	
Outpatient Diagnostic X-Ray and Lab	10% coinsurance	20% coinsurance	
Outpatient Emergency Services – Life Threatening /Accidental Injury - Facility	$300 copay		Precertification is required if admitted. Copay waived if admitted.
Outpatient Emergency Services – Life Threatening /Accidental Injury – Other Providers	$300 copayment, then 10% coinsurance. In Network Deductible applies.		Precertification is required if admitted. Copay is waived if admitted.
Outpatient Emergency Services – Non-Emergency	$300 copayment, then 10% coinsurance. In Network Deductible applies.		Precertification is required if admitted. Copay is waived if admitted.
Physician Services: In-Office Setting			
Primary Care Office Visits	$25 copay	20% coinsurance	Virtual Visits are covered as any other office visit. Telemedicine with Walmart Health Virtual Care. Call 1-855-636-3669.
Specialist Office Visits	$25 copay	20% coinsurance	
Labs, X-Rays, and Surgery	20% coinsurance	20% coinsurance	
Pregnancy Services			
Office Visit	$25 copay for initial visit	20% coinsurance	Precertification is required for some maternity stays. Cost sharing does not apply to certain preventive services. Dependent daughter pregnancy is covered.
Routine Prenatal and Postnatal Services	No Charge, deductible does not apply		
Non-Routine Prenatal Services, Delivery and all Inpatient Care	20% coinsurance	20% coinsurance	
Breast Pump	Covered at 100% ACA requirement, no deductible applies	20% coinsurance	Over the counter purchases covered 100% (no deductible) up to $400 per pregnancy.
Pre-natal screening as defined under Women's Preventative Services of the Patient Protection and Affordable Care Act of 2010	No charge	No charge	

Coinsurance shown below is what Participant pays and applies after deductible has been met			
	In Network	**Out of Network**	**Limits**
Preventative Care – Adult and Child as defined under the Affordable Care Act			
Routine Physical Exam	No charge	No charge	School/sports physical for kids are covered.
Colonoscopies, Cologuard – must be age 45	No charge	No charge	Diagnostic colonoscopies are Deductible and Coinsurance.
Mammograms, including 3D	No charge	No charge	Annual mammogram, regardless of diagnosis, is covered at no charge, Deductible waived. Comprehensive breast ultrasounds are covered at no charge, and deductible does not apply if mammogram is medically necessary by referring physician.
Pap Smears	No charge	No charge	
Prostate Exam – *must be over age 50, unless Medically Necessary*	No charge	No charge	
Routine Immunizations	No charge	No charge	
Private Duty Nursing	20% coinsurance	20% coinsurance	None
Prosthetics, Orthotics, Supplies, and Surgical Dressings	20% coinsurance	20% coinsurance	Includes replacements which are medically necessary or required by pathological change or normal growth. Covered at 100% for children. Orthotic devices but excluding orthopedic shoes and other supportive devices for the feet. Orthopedic Shoes only covered if an integral part of a leg brace.
Second Surgical Opinions	20% coinsurance	20% coinsurance	
Skilled Nursing Facility	20% coinsurance	20% coinsurance	Precertification is required. If you don't get precertification, benefits could be reduced.
Sleep Disorders/Apnea	20% coinsurance	20% coinsurance	
Substance Use			
Residential Treatment	10% coinsurance	20% coinsurance	Precertification is required.
Inpatient Treatment	10% coinsurance	20% coinsurance	
Partial Day Program	10% coinsurance	20% coinsurance	
Office Visits/Therapy	$25 copay	20% coinsurance	Virtual visits covered as any other Office Visit.
Outpatient Physician	20% coinsurance	20% coinsurance	
Surgery	20% coinsurance	20% coinsurance	Precertification is required.
Temporomandibular Treatment (TMJ)	**Not Covered**		
Therapy			
Chemotherapy/Radiation Treatment	20% coinsurance	20% coinsurance	Enhanced benefits available through CancerCare program.
Occupational Therapy	20% coinsurance	20% coinsurance	
Physical Therapy	20% coinsurance	20% coinsurance	
Speech Therapy	20% coinsurance	20% coinsurance	
Respiratory Therapy	20% coinsurance	20% coinsurance	
ABA Therapy	20% coinsurance	20% coinsurance	
Vision Therapy	20% coinsurance	20% coinsurance	

Coinsurance shown below is what Participant pays and applies after deductible has been met			
	In Network	**Out of Network**	**Limits**
Transplants			
Recipient Expenses	Facility: 10% coinsurance Physician: 20% coinsurance	20% coinsurance	Precertification is required. When both the person donating the organ and the person receiving the organ are Participants, each will receive benefits under the Plan. See SPD for further details about donor charges.
Urgent Care	$75 copay	$75 copay	
Weight Loss Medications	**Not Covered**		**Effective March 27, 2024:** The following weight loss surgeries are covered: gastric bypass, duodenal switch, SADI-S, gastric banding and sleeve gastrectomy. Precertification is required and certain criteria must be met.
Wigs	20% coinsurance	20% coinsurance	Initial purchase of a wig following Alopecia, burns, chemotherapy or radiation therapy.
All Other Covered Services	20% coinsurance	20% coinsurance	

Prescription Drug Benefits – Traditional PPO Plan

The out-of-pocket maximum is the maximum dollar amount Participants are responsible for paying for covered services during a Plan Year, including the Copayments.

A Copayment is the flat dollar amount specified in the Summary of Benefits that a Participant is required to pay for certain covered services. Copayments will not apply after the out-of-pocket maximum has been reached.

Covered Prescription Drug Expenses:	You Pay at Participating Pharmacy[1]	Non-Participating Pharmacy	Limits[2]
Pharmacy Option: Limit of 30 or 90-day supply			
Copayment per prescription or refill, for generic	30-day: $12 copayment 90-day: $24 copayment	Not Covered	See Prescription Drug Benefits section
Copayment per prescription or refill, for formulary name brands[3]	30-day: $30 copayment 90-day: $60 copayment		See Prescription Drug Benefits section
Copayment per prescription or refill, for non-formulary name brands	30-day: $50 copayment 90-day: $100 copayment		See Prescription Drug Benefits section
Mail Order Option[4]: Limit of 90-day supply			
Copayment per prescription or refill, for generic	$24 copay	Not Covered	See Prescription Drug Benefits section
Copayment per prescription or refill, for formulary name brands[5]	$60 copay		See Prescription Drug Benefits section
Copayment per prescription or refill, for non-formulary name brands	$100 copay		See Prescription Drug Benefits section
Specialty Drug Option: Limit of 30-day supply			
Copayment per prescription or refill	$50 copay		See Prescription Drug Benefits section

A. Coverage for certain medications is only applicable if patient advocacy program fails to provide a solution. Advocacy solutions come from a variety of sources, including manufacturer assistance programs, copay cards, grants, and mail order pharmacies. The plan may cover the cost of these options so that your out of pocket cost will not exceed the cost under the pharmacy benefit. The plan may also allow for a 60-day grace period for urgent medications to allow time to complete the advocacy process. **Prior authorization is required on all specialty medications.**

B. Additionally, as part of the advocacy program, the plan maximizes specialty copay assistance. As part of this process certain specialty pharmacy drugs are considered non-essential health benefits under the plan and the cost of such drugs will not be applied toward satisfying the participant's out-of-pocket maximum. For a list of medications included in the specialty assistance program please contact SmithRx member services. Although the cost of the program drugs will not be applied towards satisfying a participant's out-of-pocket maximum, the cost of the program drugs will be reimbursed by the manufacturer at no cost to the participant; and copays for certain specialty medications may be set to the max of the current plan design or any available manufacturer-funded copay assistance.

1 100% payment by Plan after Copayment.

2 These limits are in addition to all other Plan exclusions, limitations and provisions set forth in this Plan. Please review the Plan carefully to determine benefits available.

3 Also includes cost difference between name brand and generic forms, unless prescription is not manufactured in generic form or Physician has indicated "dispense as written" or similar indication.

4 Prescription orders in excess of one refill must be obtained through the Mail Order Option in order to be eligible for benefits under the Plan.

5 Also includes cost difference between name brand and generic forms, unless prescription is not manufactured in generic form or Physician has indicated "dispense as written" or similar indication.

December 1, 2023 – November 30, 2024 Maximum Benefits for Tazewell County Mid-Level PPO Plan	
All Essential Health Benefits	Unlimited

	In Network	Out of Network	Limits
Deductible			
Individual	In and Out of Network Combined: $1,000		
Family	In and Out of Network Combined: $2,000		
Embedded deductible: If you have other family members on the plan, each family member must meet their own individual deductible before the plan starts to pay unless the overall family deductible is satisfied first. In no event will more than the individual deductible apply to one person.			
Maximum Out-of-Pocket (includes Deductibles, Coinsurance, Copayments, and Prescription Drug Copayments)			
Individual	In and Out of Network combined: $2,000		All copays stop at medical OOP
Family	In and Out of Network combined: $4,000		
Embedded Out-of-Pocket: If you have other family members on this plan, they have to meet their own Out-of-Pocket limits until the overall family Out-of-Pocket limit has been met.			

The following table identifies what does and does not apply toward the In Network and Out of Network Out-of-Pocket Maximums:

Plan Features	Applies to the In Network Out-of-Pocket Maximum?	Applies to the Out of Network Out-of-Pocket Maximum?
Payments toward the annual Deductible	Yes	Yes
Coinsurance payments**, even those for covered services available in the Prescription Drug Benefits section, except for those covered health services identified in the Summary of Benefits that do not apply to the Out-of-Pocket Maximum**	Yes	Yes
Copayments	Yes	Yes
Charges for non-covered services	No	No
The amounts of any Pre-Certification penalties	No	No
Charges that exceed Allowable Expenses	No	No

Coinsurance shown below is what Participant pays and applies after deductible has been met			
	In Network	**Out of Network**	**Limits**
Advanced Radiology			
Includes MRI, MRA, CT scan, coronary CT angiography, PET Scan, and nuclear cardiology, nuclear medicine.	Facility: 10% coinsurance Physician: 20% coinsurance	20% coinsurance	Precertification is required for Advanced Radiology.
Allergy Services			
Office Visit	$25 copay	20% coinsurance	
Injections	20% coinsurance	20% coinsurance	
Serum	20% coinsurance	20% coinsurance	
Acupuncture	**Not Covered**		
Ambulance	20% coinsurance		
Ambulatory Surgical Center	10% coinsurance	20% coinsurance	Precertification required for certain outpatient surgeries.
Anesthesia	20% coinsurance	20% coinsurance	
Bariatric Surgery	20% coinsurance	20% coinsurance	**Effective March 27, 2024:** The following weight loss surgeries are covered: gastric bypass, duodenal switch, SADI-S, gastric banding and sleeve gastrectomy. Precertification is required and certain criteria must be met.
Behavioral Health Services			
Residential Treatment	10% coinsurance	20% coinsurance	Precertification is required. If you don't get precertification, benefits could be reduced.
Inpatient Treatment	10% coinsurance	20% coinsurance	
Partial Day Program	10% coinsurance	20% coinsurance	
Office Visits/Therapy	$25 copay	20% coinsurance	Virtual visits covered as any other Office Visit.
Outpatient Physician	20% coinsurance	20% coinsurance	
Birthing Center	20% coinsurance	20% coinsurance	Precertification is required for some maternity stays.
Blood & Plasma	20% coinsurance	20% coinsurance	
Cardiac Rehabilitation	Facility: 10% coinsurance Physician: 20% coinsurance	20% coinsurance	Precertification is required for Nuclear Cardiology.
Chiropractic Care			
Office Visits, Spinal Manipulations, and Adjustments	20% coinsurance	20% coinsurance	
X-Rays	20% coinsurance	20% coinsurance	
Clinical Trials (Routine Patient Costs)	20% coinsurance	20% coinsurance	
Dialysis	For Zelis Providers: 100% of the lesser of (i) the Usual, Customary, and Reasonable Outpatient Dialysis Charge as defined in "Outpatient Dialysis Treatment" Section, (ii) the maximum allowable charge after all applicable deductibles and cost-sharing; and (iii) such charge as is negotiated between the Plan Administrator and the provider of Outpatient Dialysis Treatment.		
	20% coinsurance	20% coinsurance	
Durable Medical Equipment	20% coinsurance	20% coinsurance	None
Glaucoma, Cataract Surgery and Lenses (one set)	20% coinsurance	20% coinsurance	
Hearing Aids	**Not Covered**		
Hearing Exam	20% coinsurance	20% coinsurance	
Home Health Care	20% coinsurance	20% coinsurance	Precertification is required.

Coinsurance shown below is what Participant pays and applies after deductible has been met			
	In Network	**Out of Network**	**Limits**
Hospice			
Inpatient Treatment- Facility	10% coinsurance	20% coinsurance	Precertification is required.
Inpatient: Physician Charges,	20% coinsurance	20% coinsurance	
Outpatient	20% coinsurance	20% coinsurance	
Family Bereavement Counseling	20% coinsurance	20% coinsurance	
Hospital			
Inpatient Treatment- Facility	10% coinsurance	20% coinsurance	Precertification is required. If you don't get precertification, benefits could be reduced.
Inpatient: Services, Physician Charges, Surgery Services, Hospital Care	20% coinsurance	20% coinsurance	
Outpatient Treatment- Facility	10% coinsurance	20% coinsurance	
Outpatient: Physician Surgery Services	20% coinsurance	20% coinsurance	
Implants	20% coinsurance	20% coinsurance	Cochlear Implants are not covered.
Infertility	20% coinsurance	20% coinsurance	
Injections/Infusions	20% coinsurance	20% coinsurance	Certain outpatient medications are a non-covered expense under the Plan if subject to the criteria of the SmithRx Drug Sourcing Program.
Mastectomy Bras	20% coinsurance	20% coinsurance	
Newborn Care	20% coinsurance	20% coinsurance	
Outpatient Diagnostic X-Ray and Lab	10% coinsurance	20% coinsurance	
Outpatient Emergency Services – Life Threatening /Accidental Injury Facility	$300 copay		Precertification is required if admitted. Copay is waived if admitted.
Outpatient Emergency Services – Life Threatening /Accidental Injury Other Providers	$300 copay, then 10% coinsurance, In Network Deductible applies.		Precertification is required if admitted. Copay is waived if admitted
Outpatient Emergency Services – Non-Emergency	$300 copay, then 10% coinsurance, In Network Deductible applies.		Precertification is required if admitted. Copay is waived if admitted
Physician Services: In-Office Setting			
Primary Care Office Visits	$25 copay	20% coinsurance	Virtual Visits are covered as any other office visit. Telemedicine with Walmart Health Virtual Care. Call 1-855-636-3669.
Specialist Office Visits	$25 copay	20% coinsurance	
Labs, X-Rays, and Surgery	20% coinsurance	20% coinsurance	
Pregnancy Services			
Office Visit	$25 copay for initial visit	20% coinsurance	Precertification is required for some maternity stays. Cost sharing does not apply to certain preventive services. Dependent daughter pregnancy is covered.
Routine Prenatal and Postnatal Services	No charge, Deductible does not apply		
Non-Routine Prenatal Services, Delivery and all Inpatient Care	20% coinsurance	20% coinsurance	
Breast Pump	Covered at 100% ACA requirement, no deductible applies	20% coinsurance	Over the counter purchases covered 100% (no deductible) up to $400 per pregnancy.
Pre-natal screening as defined under Women's Preventative Services of the Patient Protection and Affordable Care Act of 2010	No charge	No charge	

Coinsurance shown below is what Participant pays and applies after deductible has been met			
	In Network	**Out of Network**	**Limits**
Preventative Care – Adult and Child as defined under the Affordable Care Act			
Routine Physical Exam	No charge	No charge	School/sports physical for kids are covered.
Colonoscopies, Cologuard – must be age 45	No charge	No charge	Diagnostic colonoscopies are Deductible and Coinsurance.
Mammograms, including 3D	No charge	No charge	Annual mammogram, regardless of diagnosis, is covered at no charge, Deductible waived. Comprehensive breast ultrasounds are covered at no charge, and deductible does not apply if mammogram is medically necessary by referring physician.
Pap Smears	No charge	No charge	
Prostate Exam – *must be over age 50, unless Medically Necessary*	No charge	No charge	
Routine Immunizations	No charge	No charge	
Private Duty Nursing	20% coinsurance	20% coinsurance	None
Prosthetics, Orthotics, Supplies, and Surgical Dressings	20% coinsurance	20% coinsurance	Includes replacements which are medically necessary or required by pathological change or normal growth. Covered at 100% for children. Orthotic devices but excluding orthopedic shoes and other supportive devices for the feet. Orthopedic Shoes only covered if an integral part of a leg brace.
Second Surgical Opinions	20% coinsurance	20% coinsurance	
Skilled Nursing Facility	20% coinsurance	20% coinsurance	Precertification is required. If you don't get precertification, benefits could be reduced.
Sleep Disorders/Apnea	20% coinsurance	20% coinsurance	None
Substance Use			
Residential Treatment	10% coinsurance	20% coinsurance	Precertification is required.
Inpatient Treatment	10% coinsurance	20% coinsurance	
Partial Day Program	10% coinsurance	20% coinsurance	
Office Visits/Therapy	$25 copay	20% coinsurance	Virtual visits are covered as any other Office Visit.
Outpatient Physician	20% coinsurance	20% coinsurance	
Surgery	20% coinsurance	20% coinsurance	Precertification is required.
Temporomandibular Treatment (TMJ)	**Not Covered**		
Therapy			
Chemotherapy/Radiation Treatment	20% coinsurance	20% coinsurance	Enhanced benefits available through CancerCare Program.
Occupational Therapy	20% coinsurance	20% coinsurance	
Physical Therapy	20% coinsurance	20% coinsurance	
Speech Therapy	20% coinsurance	20% coinsurance	
Respiratory Therapy	20% coinsurance	20% coinsurance	
ABA Therapy	20% coinsurance	20% coinsurance	
Vision Therapy	20% coinsurance	20% coinsurance	

Coinsurance shown below is what Participant pays and applies after deductible has been met			
	In Network	**Out of Network**	**Limits**
Transplants			
Recipient Expenses	Facility: 10% coinsurance Physician: 20% coinsurance	20% coinsurance	Precertification is required. When both the person donating the organ and the person receiving the organ are Participants, each will receive benefits under the Plan. See SPD for further details about donor charges.
Urgent Care	$75 copay	$75 copay	
Weight Loss Medications	**Not Covered**		**Effective March 27, 2024:** The following weight loss surgeries are covered: gastric bypass, duodenal switch, SADI-S, gastric banding and sleeve gastrectomy. Precertification is required and certain criteria must be met.
Wigs	20% coinsurance	20% coinsurance	Initial purchase of a wig following Alopecia, burns, chemotherapy or radiation therapy.
All Other Covered Services	20% coinsurance	20% coinsurance	

Prescription Drug Benefits – Mid-Level PPO Plan

The out-of-pocket maximum is the maximum dollar amount Participants are responsible for paying for covered services during a Plan Year, including the Copayments.

A Copayment/Coinsurance is the flat dollar amount specified in the Summary of Benefits that a Participant is required to pay for certain covered services. Copayments will not apply after the out-of-pocket maximum has been reached.

Covered Prescription Drug Expenses:	You Pay at Participating Pharmacy[6]	Non-Participating Pharmacy	Limits[7]
Retail Pharmacy Option: Limit of 30 or 90-day supply			
Copayment per prescription or refill, for generic	30-day: $12 copayment 90-day: $24 copayment	Not Covered	See Prescription Drug Benefits section
Copayment per prescription or refill, for formulary name brands[8]	30-day: $30 copayment 90-day: $60 copayment		See Prescription Drug Benefits section
Copayment per prescription or refill, for non-formulary name brands	30-day: $50 copayment 90-day: $100 copayment		See Prescription Drug Benefits section
Mail Order Option[9]: Limit of 90-day supply			
Copayment per prescription or refill, for generic	$24 copay	Not Covered	See Prescription Drug Benefits section
Copayment per prescription or refill, for formulary name brands[10]	$60 copay		See Prescription Drug Benefits section
Copayment per prescription or refill, for non-formulary name brands	$100 copay		See Prescription Drug Benefits section
Specialty Drug Option: Limit of 30-day supply			
Copayment per prescription or refill	$50 copay		See Prescription Drug Benefits section

A. Coverage for certain medications is only applicable if patient advocacy program fails to provide a solution. Advocacy solutions come from a variety of sources, including manufacturer assistance programs, copay cards, grants, and mail order pharmacies. The plan may cover the cost of these options so that your out of pocket cost will not exceed the cost under the pharmacy benefit. The plan may also allow for a 60-day grace period for urgent medications to allow time to complete the advocacy process. **Prior authorization is required on all specialty medications.**

B. Additionally, as part of the advocacy program, the plan maximizes specialty copay assistance. As part of this process certain specialty pharmacy drugs are considered non-essential health benefits under the plan and the cost of such drugs will not be applied toward satisfying the participant's out-of-pocket maximum. For a list of medications included in the specialty assistance program please contact SmithRx member services. Although the cost of the program drugs will not be applied towards satisfying a participant's out-of-pocket maximum, the cost of the program drugs will be reimbursed by the manufacturer at no cost to the participant; and copays for certain specialty medications may be set to the max of the current plan design or any available manufacturer-funded copay assistance.

6 100% payment by Plan after Copayment.

7 These limits are in addition to all other Plan exclusions, limitations and provisions set forth in this Plan. Please review the Plan carefully to determine benefits available.

8 Also includes cost difference between name brand and generic forms, unless prescription is not manufactured in generic form or Physician has indicated "dispense as written" or similar indication.

9 Prescription orders in excess of one refill must be obtained through the Mail Order Option in order to be eligible for benefits under the Plan.

10 Also includes cost difference between name brand and generic forms, unless prescription is not manufactured in generic form or Physician has indicated "dispense as written" or similar indication.

December 1, 2023 – November 30, 2024 Maximum Benefits for Tazewell County Qualified PPO HDHP Plan	
All Essential Health Benefits	Unlimited

	In Network	Out of Network	Limits
Deductible			
Individual	In and Out of Network combined: $3,200		
Family	In and Out of Network combined: $6,400		
Embedded deductible: If you have other family members on the plan, each family member must meet their own individual deductible before the plan starts to pay unless the overall family deductible is satisfied first. In no event will more than the individual deductible apply to one person.			
Maximum Out-of-Pocket **(includes Deductibles, Coinsurance, Copayments, and Prescription Drug Copayments)**			
Individual	In and Out of Network combined: $6,000		
Family	In and Out of Network combined: $8,000		
Embedded Out-of-Pocket: If you have other family members on this plan, they have to meet their own Out-of-Pocket limits until the overall family Out-of-Pocket limit has been met.			

The following table identifies what does and does not apply toward the In Network and Out of Network Out-of-Pocket Maximums:

Plan Features	Applies to the In Network Out-of-Pocket Maximum?	Applies to the Out of Network Out-of-Pocket Maximum?
Payments toward the annual Deductible	Yes	Yes
Coinsurance payments**, even those for covered services available in the Prescription Drug Benefits section, except for those covered health services identified in the Summary of Benefits that do not apply to the Out-of-Pocket Maximum**	Yes	Yes
Copayments	Yes	Yes
Charges for non-covered services	No	No
The amounts of any Pre-Certification penalties	No	No
Charges that exceed Allowable Expenses	No	No

The Plan includes services at BJC's HealthCare's Center of Excellence Program (BJC-COE). Services at BJC-COE will be covered 100%, after deductible.

Coinsurance shown below is what Participant pays and applies after deductible has been met			
	In Network	**Out of Network**	**Limits**
Advanced Radiology			
Includes MRI, MRA, CT scan, coronary CT angiography, PET Scan, and nuclear cardiology, nuclear medicine.	20% coinsurance	20% coinsurance	Precertification is required for Advanced Radiology.
Allergy Services			
Office Visit	20% coinsurance	20% coinsurance	
Injections	20% coinsurance	20% coinsurance	
Serum	20% coinsurance	20% coinsurance	
Acupuncture	**Not Covered**		
Ambulance	20% coinsurance		
Ambulatory Surgical Center	20% coinsurance	20% coinsurance	Precertification is required for certain outpatient surgeries.
Anesthesia	20% coinsurance	20% coinsurance	
Bariatric Surgery	20% coinsurance	20% coinsurance	**Effective March 27, 2024:** The following weight loss surgeries are covered: gastric bypass, duodenal switch, SADI-S, gastric banding and sleeve gastrectomy. Precertification is required and certain criteria must be met.
Behavioral Health Services			
Residential Treatment	20% coinsurance	20% coinsurance	Precertification is required. If you don't get precertification, benefits could be reduced.
Inpatient Treatment	20% coinsurance	20% coinsurance	
Partial Day Program	20% coinsurance	20% coinsurance	
Office Visits/Therapy	20% coinsurance	20% coinsurance	Virtual visits are covered as any other Office Visit.
Outpatient Physician	20% coinsurance	20% coinsurance	
Birthing Center	20% coinsurance	20% coinsurance	Precertification required for some maternity stays.
Blood & Plasma	20% coinsurance	20% coinsurance	
Cardiac Rehabilitation	20% coinsurance	20% coinsurance	Precertification is required for Nuclear Cardiology.
Chiropractic Care			
Office Visits, Spinal Manipulations, and Adjustments	20% coinsurance	20% coinsurance	Limits may apply
X-Rays	20% coinsurance	20% coinsurance	
Clinical Trials (Routine Patient Costs)	20% coinsurance	20% coinsurance	
Dialysis	For Zelis Providers: 100% of the lesser of (i) the Usual, Customary, and Reasonable Outpatient Dialysis Charge as defined in "Outpatient Dialysis Treatment" Section, (ii) the maximum allowable charge after all applicable deductibles and cost-sharing; and (iii) such charge as is negotiated between the Plan Administrator and the provider of Outpatient Dialysis Treatment.		
	20% coinsurance	20% coinsurance	
Durable Medical Equipment	20% coinsurance	20% coinsurance	
Glaucoma, Cataract Surgery and Lenses (one set)	20% coinsurance	20% coinsurance	
Hearing Aids	**Not Covered**		
Hearing Exam	20% coinsurance	20% coinsurance	

Coinsurance shown below is what Participant pays and applies after deductible has been met			
	In Network	**Out of Network**	**Limits**
Home Health Care	20% coinsurance	20% coinsurance	
Hospice			
Inpatient	20% coinsurance	20% coinsurance	Precertification is required.
Outpatient	20% coinsurance	20% coinsurance	
Family Bereavement Counseling	20% coinsurance	20% coinsurance	
Hospital			
Inpatient: Facility, Services, Physician Charges, Surgery Services, Hospital Care	20% coinsurance	20% coinsurance	Precertification is required. If you don't get precertification, benefits could be reduced.
Outpatient: Physician Surgery Services	20% coinsurance	20% coinsurance	
Implants	20% coinsurance	20% coinsurance	Cochlear Implants are excluded
Infertility	20% coinsurance	20% coinsurance	
Injections	20% coinsurance	20% coinsurance	
Mastectomy Bras	20% coinsurance	20% coinsurance	
Newborn Care	20% coinsurance	20% coinsurance	
Outpatient Diagnostic X-Ray and Lab	20% coinsurance	20% coinsurance	
Outpatient Emergency Services – Life Threatening /Accidental Injury – Facility and Other Providers	20% coinsurance		Precertification is required if admitted.
Outpatient Emergency Services – Non-Emergency	20% coinsurance		Precertification is required if admitted.
Physician Services: In-Office Setting			
Primary Care Office Visits	20% coinsurance	20% coinsurance	Virtual visits are covered as any other Office Visit. Telemedicine with Walmart Health Virtual Care. Call 1-855-636-3669.
Specialist Office Visits	20% coinsurance	20% coinsurance	
Labs, X-Rays, and Surgery	20% coinsurance	20% coinsurance	
Pregnancy Services			
Office Visit	20% coinsurance	20% coinsurance	Precertification is required for some maternity stays. Cost sharing does not apply to certain preventive services. Dependent daughter pregnancy is covered
Routine Prenatal and Postnatal Services	20% coinsurance	20% coinsurance	
Non-Routine Prenatal Services, Delivery and all Inpatient Care	20% coinsurance	20% coinsurance	
Breast Pump	Covered at 100% ACA requirement, no deductible applies	20% coinsurance	Over the counter purchases covered 100% (no deductible) up to $400 per pregnancy.
Pre-natal screening as defined under Women's Preventative Services of the Patient Protection and Affordable Care Act of 2010	No charge	No charge	

Coinsurance shown below is what Participant pays and applies after deductible has been met			
	In Network	**Out of Network**	**Limits**
Preventative Care – Adult and Child as defined under the Affordable Care Act			
Routine Physical Exam	No charge	No charge	School/sports physical for kids are covered.
Colonoscopies, Cologuard – must be age 45	No charge	No charge	Diagnostic colonoscopies are Deductible and Coinsurance.
Mammograms, including 3D	No charge	No charge	Annual mammogram, regardless of diagnosis, is covered at no charge, Deductible waived. Comprehensive breast ultrasounds are covered at no charge, and deductible does not apply if mammogram is medically necessary by referring physician.
Pap Smears	No charge	No charge	
Prostate Exam – *must be over age 50, unless Medically Necessary*	No charge	No charge	
Routine Immunizations	No charge	No charge	
Private Duty Nursing	20% coinsurance	20% coinsurance	None
Prosthetics, Orthotics, Supplies, and Surgical Dressings	20% coinsurance	20% coinsurance	Includes replacements which are medically necessary or required by pathological change or normal growth. Covered at 100% for children. Orthotic devices but excluding orthopedic shoes and other supportive devices for the feet. Orthopedic Shoes only covered if an integral part of a leg brace.
Second Surgical Opinions	20% coinsurance	20% coinsurance	
Skilled Nursing Facility	20% coinsurance	20% coinsurance	Precertification is required. If you don't get precertification, benefits could be reduced.
Sleep Disorders/Apnea	20% coinsurance	20% coinsurance	
Substance Use			
Residential Treatment	20% coinsurance	20% coinsurance	Precertification is required.
Inpatient Treatment	20% coinsurance	20% coinsurance	
Partial Day Program	20% coinsurance	20% coinsurance	
Office Visits/Therapy	20% coinsurance	20% coinsurance	Virtual visits covered as any other Office Visit.
Outpatient Physician	20% coinsurance	20% coinsurance	
Surgery	20% coinsurance	20% coinsurance	Precertification is required.
Temporomandibular Treatment (TMJ)	**Not Covered**		
Therapy			
Chemotherapy/Radiation Treatment	20% coinsurance	20% coinsurance	Enhanced benefits available through CancerCare program.
Occupational Therapy	20% coinsurance	20% coinsurance	
Physical Therapy	20% coinsurance	20% coinsurance	
Speech Therapy	20% coinsurance	20% coinsurance	
Respiratory Therapy	20% coinsurance	20% coinsurance	
ABA Therapy	20% coinsurance	20% coinsurance	
Vision Therapy	20% coinsurance	20% coinsurance	

Coinsurance shown below is what Participant pays and applies after deductible has been met			
	In Network	**Out of Network**	**Limits**
Transplants			
Recipient Expenses	20% coinsurance	20% coinsurance	Precertification is required. When both the person donating the organ and the person receiving the organ are Participants, each will receive benefits under the Plan. See SPD for further details about donor charges.
Urgent Care	20% coinsurance	20% coinsurance	
Weight Loss Medications	**Not Covered**		**Effective March 27, 2024:** The following weight loss surgeries are covered: gastric bypass, duodenal switch, SADI-S, gastric banding and sleeve gastrectomy. Precertification is required and certain criteria must be met.
Wigs	20% coinsurance	20% coinsurance	Initial purchase of a wig following Alopecia, burns, chemotherapy or radiation therapy.
All Other Covered Services	20% coinsurance	20% coinsurance	

Prescription Drug Benefits – Qualified HDHP Plan

The out-of-pocket maximum is the maximum dollar amount Participants are responsible for paying for covered services during a Plan Year, including the Copayments.

Coinsurance is the applicable percentage amount specified in the Summary of Benefits that a Participant is required to pay for certain covered services and applies after the deductible has been me. Coinsurance will not apply after the out-of-pocket maximum has been reached.

Covered Prescription Drug Expenses:	You Pay at Participating Pharmacy[11]	Non-Participating Pharmacy	Limits[12]
Pharmacy Option: Limit of 30 or 90-day supply			
Coinsurance per prescription or refill, for generic	20% coinsurance	Not Covered	See Prescription Drug Benefits section
Coinsurance per prescription or refill, for formulary name brands[13]	20% coinsurance		See Prescription Drug Benefits section
Coinsurance per prescription or refill, for non-formulary name brands	20% coinsurance		See Prescription Drug Benefits section
Mail Order Option[14]: Limit of 90-day supply			
Coinsurance per prescription or refill, for generic	20% coinsurance	Not Covered	See Prescription Drug Benefits section
Coinsurance per prescription or refill, for formulary name brands[15]	20% coinsurance		See Prescription Drug Benefits section
Coinsurance per prescription or refill, for non-formulary name brands	20% coinsurance		See Prescription Drug Benefits section
Specialty Drug Option: Limit of 30-day supply			
Coinsurance per prescription or refill	20% coinsurance		See Prescription Drug Benefits section

A. Coverage for certain medications is only applicable if patient advocacy program fails to provide solution. Advocacy solutions come from a variety of sources, including manufacturer assistance programs, copay cards, grants, and mail order pharmacies. The plan may also allow for a 60-day grace period for urgent medications to allow time to complete the advocacy process. **Prior authorization is required on all specialty medications.**

B. Additionally, as part of the advocacy program, the plan maximizes specialty copay assistance. As part of this process certain specialty pharmacy drugs are considered non-essential health benefits under the plan and the cost of such drugs will not be applied toward satisfying the participant's out-of-pocket maximum. For a list of medications included in the specialty assistance program please contact SmithRx member services. Although the cost of the program drugs will not be applied towards satisfying a participant's out-of-pocket maximum, the cost of the program drugs will be reimbursed by the manufacturer at no cost to the participant; and copays for certain specialty medications may be set to the max of the current plan design or any available manufacturer-funded copay assistance.

[11] 100% payment by Plan after Copayment.

[12] These limits are in addition to all other Plan exclusions, limitations and provisions set forth in this Plan. Please review the Plan carefully to determine benefits available.

[13] Also includes cost difference between name brand and generic forms, unless prescription is not manufactured in generic form or Physician has indicated "dispense as written" or similar indication.

[14] Prescription orders in excess of one refill must be obtained through the Mail Order Option in order to be eligible for benefits under the Plan.

[15] Also includes cost difference between name brand and generic forms, unless prescription is not manufactured in generic form or Physician has indicated "dispense as written" or similar indication.

December 1, 2023 – November 30, 2024 Maximum Benefits for Tazewell County Retiree Plan	
All Essential Health Benefits	Unlimited

	In Network	Out of Network	Limits
Deductible			
Individual	In and Out of Network combined: $0		
Family	In and Out of Network combined: $0		
Embedded deductible: If you have other family members on the plan, each family member must meet their own individual deductible before the plan starts to pay unless the overall family deductible is satisfied first. In no event will more than the individual deductible apply to one person.			
Maximum Out-of-Pocket (includes Deductibles, Coinsurance, and Copayments)			
Individual	$0		All copays stop at medical OOP
Family			
Embedded Out-of-Pocket: If you have other family members on this plan, they have to meet their own Out-of-Pocket limits until the overall family Out-of-Pocket limit has been met.			

The following table identifies what does and does not apply toward the In Network and Out of Network Out-of-Pocket Maximums:

Plan Features	Applies to the In Network Out-of-Pocket Maximum?	Applies to the Out of Network Out-of-Pocket Maximum?
Payments toward the annual Deductible	Yes	Yes
Coinsurance payments**, even those for covered services available in the Prescription Drug Benefits section, except for those covered health services identified in the Summary of Benefits that do not apply to the Out-of-Pocket Maximum**	Yes	Yes
Copayments	Yes	Yes
Charges for non-covered services	No	No
The amounts of any Pre-Certification penalties	No	No
Charges that exceed Allowable Expenses	No	No

The plan includes services at BJC's HealthCare's Center of Excellence Program (BJC-COE). For Services at BJC Centers of Excellence, the deductible and out of pocket expenses will be waived.

Coinsurance applies after the deductible has been met. Coinsurance listed is the amount the plan pays.			
	In Network	**Out of Network**	**Limits**
Advanced Radiology			
Includes MRI, MRA, CT scan, coronary CT angiography, PET Scan, and nuclear cardiology, nuclear medicine.	100%	100%	Precertification is required for Advanced Radiology.
Allergy Services			
Office Visit	100%	100%	
Injections	100%	100%	
Serum	100%	100%	
Acupuncture	**Not Covered**		
Ambulance	100%	100%	
Ambulatory Surgical Center	100%	100%	Precertification is required certain outpatient surgeries.
Anesthesia	100%	100%	
Bariatric Surgery	100%	100%	**Effective March 27, 2024:** The following weight loss surgeries are covered: gastric bypass, duodenal switch, SADI-S, gastric banding and sleeve gastrectomy. Precertification is required and certain criteria must be met. For inpatient hospital services, the maximum the plan will pay is $1,500 per admission.
Behavioral Health Services			
Residential Treatment	100%	100%	Precertification is required. If you don't get precertification, benefits could be reduced. For inpatient hospital services, the maximum the plan will pay is $1,500 per admission.
Inpatient Treatment	100%	100%	
Partial Day Program	100%	100%	
Office Visits/Therapy	100%	100%	Virtual Visits are covered as any other office visit.
Outpatient Physician	100%	100%	
Birthing Center	100%	100%	Precertification is required for some maternity hospital stays.
Blood & Plasma	100%	100%	
Cardiac Rehabilitation	100%	100%	Precertification is required for Nuclear Cardiology.
Chiropractic Care			
Office Visits, Spinal Manipulations, and Adjustments	100%	100%	Limits may apply
X-Rays	100%	100%	
Clinical Trials (Routine Patient Costs)	100%	100%	
Dialysis	For Zelis Providers: 100% of the lesser of (i) the Usual, Customary, and Reasonable Outpatient Dialysis Charge as defined in "Outpatient Dialysis Treatment" Section, (ii) the maximum allowable charge after all applicable deductibles and cost-sharing; and (iii) such charge as is negotiated between the Plan Administrator and the provider of Outpatient Dialysis Treatment.		
	100%	100%	
Durable Medical Equipment	100%	100%	
Glaucoma, Cataract Surgery and Lenses (one set)	100%	100%	
Hearing Aids	**Not Covered**		
Hearing Exam	100%	100%	
Home Health Care	100%	100%	.

Coinsurance applies after the deductible has been met. Coinsurance listed is the amount the plan pays.			
	In Network	**Out of Network**	**Limits**
Hospice			
Inpatient - Facility	100%	100%	
Inpatient - Physician	100%	100%	
Outpatient	100%	100%	
Family Bereavement Counseling	100%	100%	
Hospital			
Inpatient Treatment- Facility	100%	100%	
Inpatient: Services, Physician Charges, Surgery Services, Hospital Care	100%	100%	
Outpatient Treatment- Facility	100%	100%	
Outpatient: Physician Surgery Services	100%	100%	
Implants	100%	100%	
Outpatient Diagnostic X-Ray and Lab	100%	100%	
Outpatient Emergency Services – Life Threatening /Accidental Injury - Facility	100%		Precertification is required if admitted.
Outpatient Emergency Services – Life Threatening /Accidental Injury – Other Providers	100%		Precertification is required if admitted.
Outpatient Emergency Services – Non-Emergency	100%		Precertification is required if admitted.
Physician Services: In-Office Setting			
Primary Care Office Visits	100%	100%	Virtual Visits are covered as any other office visit. Telemedicine with Walmart Health Virtual Care. Call 1-855-636-3669.
Specialist Office Visits	100%	100%	
Labs, X-Rays, and Surgery	100%	100%	
Pregnancy Services			
Office Visit	100%	100%	Precertification is required for some maternity hospital stays. Cost sharing does not apply to certain preventive services. Dependent daughter pregnancy is covered.
Routine Prenatal and Postnatal Services	No Charge		
Non-Routine Prenatal Services, Delivery and all Inpatient Care	100%	100%	
Breast Pump	Covered at 100% ACA requirement, no deductible applies	100%	Over the counter purchases covered 100% (no deductible) up to $400 per pregnancy.
Pre-natal screening as defined under Women's Preventative Services of the Patient Protection and Affordable Care Act of 2010	No charge	No charge	
Preventative Care – Adult and Child as defined under the Affordable Care Act			
Routine Physical Exam	No charge	No charge	School/sports physical for kids are covered.
Colonoscopies, Cologuard – must be age 45	No charge	No charge	Diagnostic colonoscopies are Deductible and Coinsurance.

Coinsurance applies after the deductible has been met. Coinsurance listed is the amount the plan pays.			
	In Network	**Out of Network**	**Limits**
Preventative Care – Adult and Child as defined under the Affordable Care Act (*continued*)			
Mammograms, including 3D	No charge	No charge	Annual mammogram, regardless of diagnosis, is covered at no charge, Deductible waived. Comprehensive breast ultrasounds are covered at no charge, and deductible does not apply if mammogram is medically necessary by referring physician.
Pap Smears	No charge	No charge	
Prostate Exam – *must be over age 50, unless Medically Necessary*	No charge	No charge	
Routine Immunizations	No charge	No charge	
Private Duty Nursing	100%	100%	
Prosthetics, Orthotics, Supplies, and Surgical Dressings	100%	100%	Includes replacements which are medically necessary or required by pathological change or normal growth. Orthotic devices but excluding orthopedic shoes and other supportive devices for the feet Orthopedic Shoes, unless they are an integral part of a leg brace
Second Surgical Opinions	100%	100%	
Skilled Nursing Facility	100%	100%	Precertification is required. If you don't get precertification, benefits could be reduced.
Sleep Disorders/Apnea	100%	100%	None
Substance Use			
Residential Treatment	100%	100%	Precertification is required. For inpatient hospital services, the maximum the plan will pay is $1,500 per admission.
Inpatient Treatment	100%	100%	
Partial Day Program	100%	100%	
Office Visits/Therapy	100%	100%	Virtual visits covered as any other Office Visit.
Outpatient Physician	100%	100%	
Surgery	100%	100%	Precertification is required.
Temporomandibular Treatment (TMJ)	**Not Covered**		
Therapy			
Chemotherapy/Radiation Treatment	100%	100%	Enhanced benefits available through CancerCare program.
Occupational Therapy	100%	100%	
Physical Therapy	100%	100%	
Speech Therapy	100%	100%	
Respiratory Therapy	100%	100%	
ABA Therapy	100%	100%	
Vision Therapy	100%	100%	

Coinsurance applies after the deductible has been met. Coinsurance listed is the amount the plan pays.			
	In Network	**Out of Network**	**Limits**
Transplants			
Recipient Expenses	100%	100%	Precertification is required. When both the person donating the organ and the person receiving the organ are Participants, each will receive benefits under the Plan. For inpatient hospital services, the maximum the plan will pay is $1,500 per admission.
Urgent Care	100%	100%	
Weight Loss Medications	**Not Covered**		**Effective March 27, 2024:** The following weight loss surgeries are covered: gastric bypass, duodenal switch, SADI-S, gastric banding and sleeve gastrectomy. Precertification is required and certain criteria must be met. For inpatient hospital services, the maximum the plan will pay is $1,500 per admission.
Wigs	100%	100%	Initial purchase of a wig following Alopecia, burns, chemotherapy or radiation therapy.
All Other Covered Services	100%	100%	

Tazewell County
Summary of Dental Plan
12/1/2023
Dental Plan Summary of Benefits

Calendar Year Deductible for Class 2 and Class 3 Services	
Individual	$75
Family Unit	$100
Calendar Year Maximum Benefit for Class 1*, Class 2, & Class 3 Services per person	$2,000
Calendar Year Maximum Benefit per person for Class 4 Services	$2,000

***Does not apply to oral exams, prophylaxis (cleaning) or x-rays.**

Covered Dental Expenses:	**Member pays**	**Limits**
Class 1 Services (Preventive Care)	0%	Deductible does NOT apply. See Dental Benefits section for limits.
Class 2 Services (Repair and Restoration)	20%	See Dental Benefits section for limits.
Class 3 Services (Major Dental Repair)	50%	See Dental Benefits section for limits.
Class 4 Services (Orthodontics) Limited to Dependents under age 23.	50%	Deductible does NOT apply. See Dental Benefits section for limits.

ELIGIBILITY FOR COVERAGE

Eligibility for Individual Coverage

Each Non-Variable Hour Employee will become eligible for coverage under this Plan with respect to himself or herself on the first day of the month, following date of hire, provided the Employee has begun work for his or her Participating Employer.

Each Variable Hour Employee/Part Time Employee who has averaged the requisite Hours of Service, as defined herein, will become eligible for coverage under this Plan with respect to himself or herself upon completion of a complete Measurement Period. Coverage shall begin on the first day of the Stability Period, as defined herein.

Each Employee who was covered under the Prior Plan, if any, will be eligible on the Effective Date of this Plan.

If an Employee meets the eligibility requirements during a Measurement Period then the Employee will remain eligible throughout the entire Stability Period that follows, regardless of a change in employment status (including, but not limited to, a reduction in hours) provided the individual continues to be an Employee in accordance with the Affordable Care Act (as amended). However, there is an **exception** to this rule. Please see the requirements for this exception in the Change in Employment Status Exception section below.

Change in Employment Status Exception

There is a special treasury rule under 26 CFR 54.4980H-3(f)(2) that provides for the following:

If an Employee who has had minimum value coverage continuously offered to them, and that Employee's employment status changes within a Stability Period, then the Employee may become ineligible for coverage within that Stability Period if the following are met:

1. The Employee was offered minimum value coverage by the first day of the calendar month following the Employee's initial three full calendar months of employment through the calendar month in which the change in employment status occurs;
2. The Employee changes employment status such that, if the Employee had begun employment in the new position or status, the Employee would have reasonably been expected not to be employed on average at least thirty hours of service per week (i.e., changes from full-time to part-time);
3. The Employee actually averages less than thirty hours of service per week for each of the three full calendar months following the change in employment status.

If the above applies, the monthly measurement method can be utilized to determine full-time status on the first day of the fourth full calendar month following the calendar month in which the Employee experiences a change in employment status (even if the Employer does not apply the monthly measurement method to the other Employees in the same category of employees).

The Employer may continue to apply the monthly measurement method through the end of the first full Measurement Period (and any associated Administrative Period) that would have applied had the Employee remained under the applicable look-back measurement method. If the Employee is not averaging at least thirty hours during any of those given months, the Employee would not be eligible for coverage during those months.

NOTE: *For the three full calendar months between the Employee's change in employment status and the application of the monthly measurement method, the Employee's full-time Employee status is determined based on the Employee's status during the applicable Stability Period(s).*

Reinstatement of Coverage

If a covered Employee's employment is terminated and the Employee returns to Active Employment within 13 weeks from the date of termination, the Service Waiting Period will be waived and coverage will take effect on the first day the Employee returns to Active Employment.

A covered Employee who is terminated and rehired will be treated as a New Employee upon rehire only if the Employee was not credited with an Hour of Service with the Employer (or any member of the controlled or affiliated

group) for a period of at least 13 consecutive weeks immediately preceding the date of rehire or, if less, a period of consecutive weeks that exceeds the greater of (a) four weeks, or (b) the number of weeks of the Employee's immediately preceding period of employment.

A Variable Hour Employee who is terminated and rehired will be treated as a continuing Employee upon rehire only if the Employee break in service did not exceed 13 consecutive weeks and the Employee was a covered Employee immediately prior to termination.

Upon return, coverage will be reinstated on the first of the month following the date of rehire, so long as all other eligibility criteria are satisfied.

If an Employee meets the eligibility requirements during a Measurement Period then the Employee will remain eligible throughout the entire Stability Period that follows, regardless of a change in employment status (including, but not limited to, a reduction in hours) provided the individual continues to be an Employee in accordance with the Affordable Care Act (as amended). However, there is an **exception** to this rule. Please see the requirements for this exception in the Change in Employment Status Exception section below.

Eligibility for Retiree Coverage

A person is eligible for retiree coverage from the first day that he or she meets one of the following requirements:

1. Is a retired Employee of the Employer.
2. Is an Active Employee who is eligible for retirement under the Plan having a minimum of two consecutive years of employment and is between the ages of 62 and 65. Spouses and Dependents of a retiree are also eligible provided they meet the requirements stated in the provision entitled "Eligibility for Dependent Coverage".

Retiree will be covered under the Tazewell County RETIREE Health Care Plan (please refer to corresponding Schedule of Benefits).

Retiree's eligible dependents, if enrolled, will be covered under the Tazewell County Health Care Plan (please refer to corresponding Schedule of Benefits).

PLEASE NOTE: As Retirees and/or Retiree's Spouses under the age of 65 who qualify for Social Security Disability Benefits and Retirees and/or Retiree's Spouses over the age of 65, **both** qualify for Medicare, **you are not eligible, nor will be covered b**y **the County's prescription benefits; you will only be covered for medical benefits.**

If you are 65 and older with **both** Medicare and County medical benefits, medical services will be charged first to Medicare and second to the County Plan.

PLEASE NOTE: As Retirees and/or Retiree's Spouses under the age of 65 who qualify for Social Security Disability Benefits including prescription benefits and Retirees and/or Retiree's Spouses over the age of 65 covered by Medicare **– you are not eligible for, nor will be covered b**y, **the County's prescription benefits. You will only be covered for medical benefits.**

Eligibility Dates for Dependent Coverage

Each Employee will become eligible for coverage under this Plan for his or her Dependents on the latest of the following dates:

1. His or her date of eligibility for coverage for himself or herself under the Plan.
2. The date coverage for his or her Dependents first becomes available under any amendment to the Plan, if such coverage was not provided under the Plan on the Effective Date of the Plan.
3. The first date upon which he or she acquires a Dependent.
4. If applicable, for a Dependent Child, the date the Dependent Child becomes eligible due to a qualifying status change event, as outlined in the Section 125 plan.

In no event will any Dependent Child be covered as a Dependent of more than one Employee who is covered under the Plan.

Spouses eligible for coverage under another group plan (as long as the other group plan meets the ACA's minimum value requirements) are not eligible for coverage under the Plan, except in the case of spouses who must wait to enroll during an open or special enrollment period of the other group plan. Such spouses may continue their coverage under the Plan until they are able to enroll in the other group plan at the time of an open or special enrollment period.

In order for an Employee's Dependent to be covered under the Plan the Employee must be enrolled for Medical coverage under the Plan. The MRP Plan does ***NOT*** constitute Medical coverage.

"Michelle's Law" prohibits a group health plan, or a health insurance issuer that provides health insurance coverage in connection with a group health plan, from terminating coverage of a Dependent Child due to a qualifying "Medically Necessary Leave of Absence" from, or other change in enrollment at, a postsecondary educational Institution prior to the earlier of:

1. The date that is one year after the first day of the Medically Necessary Leave of Absence.
2. The date on which such coverage would otherwise terminate under the terms of the Plan.

In order to be a Medically Necessary Leave of Absence the student's leave must meet all of the following requirements:

1. Commence while the Dependent Child is suffering from a serious Illness or Injury.
2. Be Medically Necessary.
3. Cause the Dependent Child to lose student status for purposes of coverage under the terms of the parents' plan or coverage.

A Child is a "Dependent Child" under the law if he or she meets all of the following requirements:

1. Is a Dependent Child of a Participant under the terms of the Plan or coverage.
2. Was enrolled in the Plan or coverage, on the basis of being a student at a postsecondary educational institution, immediately before the first day of the Medically Necessary Leave of Absence.

A treating Physician of the Dependent Child must certify that the Dependent Child is suffering from a serious Illness or Injury and that the Leave of Absence (or other change of enrollment) described is Medically Necessary.

Effective Dates of Coverage; Conditions

The coverage for which an individual is eligible under this Plan will become effective on the date specified below, subject to the conditions of this section.

1. Enrollment Application (paper or electronic as applicable). Employee(s) may seek to obtain coverage for themselves and/or Dependents via a form (either paper or electronic as applicable) furnished by the Plan Administrator, in a manner that is satisfactory to the Plan Administrator, and within 31 days following the applicable date of eligibility. If coverage is available and appropriate, coverage will become effective after review of the form, and upon the subsequent date such Employee or Dependents are eligible.

2. Coverage as Both Employee and Dependent. An eligible Participant may enroll in this Plan either as an Employee or as a Dependent, but not both.

3. Birth of Dependent Child. Except as provided in "Newly Acquired Dependents," below, a newborn Child of a covered Employee will be considered eligible and will be covered from the moment of birth **only if written application to add the Child is received by the Plan Administrator within 30 Days following the Child's date of birth**. If such written application to add a newborn Child is received by the Plan Administrator AFTER the 30 Day Period immediately following the Child's date of birth, the Child is considered a late enrollee and not eligible for the Plan until the next Open Enrollment Period. A newborn Child of a Dependent Child is not eligible for this Plan unless the newborn Child meets the definition of an eligible Dependent.

4. Newly Acquired Dependents. If while an Employee is enrolled for coverage, that Employee acquires a Dependent, coverage for the newly acquired Dependent shall be effective on the date the Dependent becomes eligible only if the existing coverage extends to Dependents and written application is made

within 30 days. If coverage for Dependents has not already been secured by the Employee, a written application must be made to the Plan within 31 days of the date of the newly acquired Dependent's initial eligibility, and any required contributions must be made if enrollment is otherwise approved by the Plan Administrator.

5. Requirement for Employee Coverage. Coverage for Dependents shall only be available to Dependents of Employees eligible for coverage for themselves.

6. Dependents of Multiple Employees. If a Dependent may be deemed to be a Dependent of more than one Covered Employee, such Dependent shall be deemed to be a Dependent of one such Employee only.

7. Medicaid Coverage. An individual's eligibility for any State Medicaid benefits will not be taken into account by the Plan in determining that individual's eligibility under the Plan.

8. FMLA Leave. Regardless of any requirements set forth in the Plan, the Plan shall at all times comply with FMLA.

NOTE: *It is the responsibility of the enrolled Employee to notify his or her Employer of any changes in the Dependent's status.*

Special and Open Enrollment

Federal law requires and the Plan provides so-called "Special Enrollment Periods", during which Employees may enroll in the Plan, even if they declined to enroll during an initial or subsequent eligibility period.

Loss of Other Coverage

This Plan will permit an eligible Employee or Dependent (including his or her spouse or domestic partner) who is eligible, but not enrolled, to enroll for coverage under the terms of the Plan if each of the following conditions is met:

1. The eligible Employee or Dependent was covered under another group health plan or had other health insurance coverage at the time coverage under this Plan was offered.
2. The eligible Employee stated in writing at the time this Plan was offered, that the reason for declining enrollment was due to the eligible Employee having coverage under another group health plan or due to the Employee having other health insurance coverage.
3. The eligible Employee or Dependent lost other coverage pursuant to one of the following events:
    a. The eligible Employee or Dependent was under COBRA and the COBRA coverage was exhausted.
    b. The eligible Employee or Dependent was not under COBRA and the other coverage was terminated as a result of loss of eligibility (including as a result of Legal Separation, divorce, loss of Dependent status, death, termination of employment, or reduction in the number of hours worked).
    c. The eligible Employee or Dependent moved out of a Health Maintenance Organization (HMO) service area with no other option available.
    d. The Plan is no longer offering benefits to a class of similarly situated individuals.
    e. The benefit package option is no longer being offered and no substitute is available.
    f. The employer contributions under the other coverage were terminated.

If an Employee is currently enrolled in a benefit package, the Employee may elect to enroll in another benefit package under the Plan if the following requirements are met:

1. Multiple benefit packages are available.
2. A Dependent of the enrolled Employee has a special enrollment right in the Plan because the Dependent has lost eligibility for other coverage.

Special enrollment rights will not be available to an Employee or Dependent if either of the following occurs:

1. The other coverage is/was available via COBRA Continuation Coverage and the Employee or Dependent failed to exhaust the maximum time available to him or her for such COBRA coverage.

2. The Employee or Dependent lost the other coverage as a result of the individual's failure to pay premiums or required contributions or for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the Other Plan).

For an eligible Employee or Dependent(s) who has met the conditions specified above, this Plan will be effective at 12:01 A.M. on the first day following enrollment and the request is made within 31 days from loss of coverage. For example, if the Employee loses his or her other health coverage on April 22, he or she must notify the Plan Administrator and apply for coverage by close of business on May 23.

New Dependent

An Employee or Dependent who is eligible, but not enrolled in this Plan, may be eligible to enroll during a special enrollment period if an Employee acquires a new Dependent as a result of marriage, domestic partnership, legal guardianship, a foster child being placed with the Employee, birth, adoption, or placement for adoption. To be eligible for this special enrollment, the Employee must apply in writing or electronically, as applicable, no later than 31 days after he or she acquires the new Dependent. For example, if the Employee or Employee's spouse gives birth to a baby on June 22, he or she must notify the Plan Administrator and apply for coverage by close of business on July 23. The following conditions apply to any eligible Employee and Dependents:

An Employee or Dependent who is eligible, but not enrolled in this Plan, may enroll during a special enrollment period if both of the following conditions are me:

1. The eligible Employee is a covered Employee under the terms of this Plan but elected not to enroll during a previous enrollment period.
2. An individual has become a Dependent of the eligible Employee through marriage, domestic partnership, legal guardianship, a foster child being placed with the Employee, birth, adoption, or placement for adoption.

If the conditions for special enrollment are satisfied, the coverage of the Dependent and/or Employee enrolled during the Special Enrollment Period will be effective at 12:01 A.M. for the following events:

1. In the case of marriage, on the date of the marriage.
2. For a domestic partnership, on the date of the domestic partnership agreement.
3. For a legal guardianship, on the date on which such Child is placed in the covered Employee's home pursuant to a court order appointing the covered Employee as legal guardian for the Child.
4. In the case of a foster child being placed with the Employee, on the date on which such Child is placed with the Employee by an authorized placement agency or by judgment, decree or other order of a court of competent jurisdiction.
5. In the case of a Dependent's birth, as of the date of birth.
6. In the case of a Dependent's adoption or placement for adoption, the date of the adoption or placement for adoption.

Additional Special Enrollment Rights

Employees and Dependents who are eligible but not enrolled are entitled to enroll under one of the following circumstances:

1. The Employee's or Dependent's Medicaid or State Child Health Insurance Plan (i.e., CHIP) coverage has terminated as a result of loss of eligibility and the Employee requests coverage under the Plan within 60 days after the termination.
2. The Employee or Dependent become eligible for a contribution / premium assistance subsidy under Medicaid or a State Child Health Insurance Plan (i.e., CHIP), and the Employee requests coverage under the Plan within 60 days after eligibility is determined.

If the conditions for special enrollment are satisfied, coverage for the Employee and/or his or her Dependent(s) will be effective at 12:01 A.M. on the first day following the enrollment.

Open Enrollment

Prior to the start of a Plan Year, this Plan has an Open Enrollment Period. Eligible Participants who are not covered under this Plan may enroll for coverage during Open Enrollment Periods. Employees who are enrolled will be given an opportunity to change their coverage effective the first day of the upcoming Plan Year. A Participant who fails to

make an election during the Open Enrollment Period will automatically retain his or her present coverages. Coverage for Participants enrolling during an Open Enrollment Period will become effective on the 1st of December, as long as all other eligibility requirements have been met. If the other eligibility requirements have not been met, coverage for Participants enrolling during an Open Enrollment Period will become effective as stated in the provision, "Eligibility for Individual Coverage".

The terms of the Open Enrollment Period, including duration of the election period, shall be determined by the Plan Administrator and communicated prior to the start of an Open Enrollment Period.

"Open Enrollment Period" shall mean the time frame specified by the Plan Administrator.

Relation to Section 125 Cafeteria Plan

This Plan may also allow additional changes to enrollment due to change in status events under the employer's Section 125 Cafeteria Plan. Refer to the employer's Section 125 Cafeteria Plan for more information.

Qualified Medical Child Support Orders

This Plan will provide for immediate enrollment and benefits to the Child or Children of a Participant, not including an ex-stepchild or ex-stepchildren, who are the subject of a Qualified Medical Child Support Order (QMCSO), regardless of whether the Child or Children reside with the Participant, provided the Child or Children are not already enrolled as an eligible Dependent as described in this Plan. If a QMCSO is issued, then the Child or Children shall become Alternate Recipient(s) of the benefits under this Plan, subject to the same limitations, restrictions, provisions and procedures as any other Participant. The Plan Administrator will determine if the order properly meets the standards described herein. A properly completed National Medical Support Notice (NMSN) will be treated as a QMCSO and will have the same force and effect.
To be considered a Qualified Medical Child Support Order, the Medical Child Support Order must contain the following information:

1. The name and last known mailing address (if any) of the Participant and the name and mailing address of each such Alternate Recipient covered by the order.
2. A reasonable description of the type of coverage to be provided by this Plan to each Alternate Recipient, or the manner in which such type of coverage is to be determined.
3. The period of coverage to which the order applies.
4. The name of this Plan.

A National Medical Support Notice shall be deemed a QMCSO if all of the following requirements are met:

1. It contains the information set forth in the Definitions section in the definition of "National Medical Support Notice."
2. It identifies either the specific type of coverage or all available group health coverage. If the Employer receives a NMSN that does not designate either specific type(s) of coverage or all available coverage, the Employer and the Plan Administrator will assume that all are designated.
3. It informs the Plan Administrator that, if a group health plan has multiple options and the Participant is not enrolled, the issuing agency will make a selection after the NMSN is qualified, and, if the agency does not respond within 20 days, the Child will be enrolled under the Plan's default option (if any).
4. It specifies that the period of coverage may end for the Alternate Recipient(s) only when similarly situated dependents are no longer eligible for coverage under the terms of the Plan, or upon the occurrence of certain specified events.

A NMSN need not be recognized as a QMCSO if it requires the Plan to provide any type or form of benefit, or any option, not otherwise provided to the Participants and eligible Participants without regard to the provisions herein, except to the extent necessary to meet the requirements of a State law relating to Medical Child Support Orders, as described in Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993 §13822).

In the instance of any Medical Child Support Order received by this Plan, the Plan Administrator shall, as soon as administratively possible, perform the following:

1. In writing, notify the Participant and each Alternate Recipient covered by such Order (at the address included in the Order) of the receipt of such Order and the Plan's procedures for determining whether the Order qualifies as a QMCSO.

2. Make an administrative determination if the order is a QMCSO and notify the Participant and each affected Alternate Recipient of such determination.

In the instance of any National Medical Support Notice received by this Plan, the Plan Administrator shall perform the following:

1. Notify the State agency issuing the notice with respect to the Child whether coverage of the Child is available under the terms of the Plan and, if so:
    a. Whether the Child is covered under the Plan.
    b. Either the effective date of the coverage or, if necessary, any steps to be taken by the custodial parent or by the official of a State or political subdivision to effectuate the coverage.
2. Provide to the custodial parent (or any State official serving in a substitute capacity) a description of the coverage available and any forms or documents necessary to effectuate such coverage.

As required by Federal law, the Plan Administrator shall perform the following:

1. Establish reasonable procedures to determine whether Medical Child Support Order or National Medical Support Notice are Qualified Medical Child Support Orders.
2. Administer the provision of benefits under such qualified orders. Such procedures shall:
    a. Be in writing.
    b. Provide for the notification of each person specified in a Medical Child Support Order as eligible to receive benefits under the plan (at the address included in the Medical Child Support Order) of such procedures promptly upon receipt by the plan of the Medical Child Support Order.
    c. Permit an Alternate Recipient to designate a representative for receipt of copies of notices that are sent to the Alternate Recipient with respect to a Medical Child Support Order.

A Participant of this Plan may obtain, without charge, a copy of the procedures governing QMCSO determinations from the Plan Administrator.

Acquired Companies

Eligible Employees of an acquired company who are Actively at Work and were covered under the Prior Plan of the acquired company will be eligible for the benefits under this Plan on the date of acquisition. Any waiting period previously satisfied under the prior health plan will be applied toward satisfaction of the Service Waiting Period of this Plan. In the event that an acquired company did not have a health plan, all eligible Employees will be eligible on the date of the acquisition.

Genetic Information Nondiscrimination Act ("GINA")

"GINA" prohibits group health plans, issuers of individual health care policies, and employers from discriminating on the basis of genetic information.

The term "genetic information" means, with respect to any individual, information about any of the following:

1. Such individual's genetic tests.
2. The genetic tests of family members of such individual.
3. The manifestation of a disease or disorder in family members of such individual.

The term "genetic information" includes participating in clinical research involving genetic services. Genetic tests would include analysis of human DNA, RNA, chromosomes, proteins, or metabolites that detect genotypes, mutations, or chromosomal changes. Genetic information is a form of Protected Health Information (PHI) as defined by and in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is subject to applicable Privacy and Security Standards.

Family members as it relates to GINA include dependents, plus all relatives to the fourth degree, without regard to whether they are related by blood, marriage, or adoption. Underwriting as it relates to GINA includes any rules for determining eligibility, computing premiums or contributions, and applying pre-existing condition limitations. Offering reduced premiums or other rewards for providing genetic information would be impermissible underwriting.

GINA will not prohibit a health care Provider who is treating an individual from requesting that the patient undergo genetic testing. The rules permit the Plan to obtain genetic test results and use them to make claims payment determinations when it is necessary to do so to determine whether the treatment provided to the patient was medically advisable and/or necessary.

The Plan may request, but not require, genetic testing in certain very limited circumstances involving research, so long as the results are not used for underwriting, and then only with written notice to the individual that participation is voluntary and will not affect eligibility for benefits, premiums or contributions. In addition, the Plan will notify and describe its activity to the Health and Human Services secretary of its activities falling within this exception.

While the Plan may collect genetic information after initial enrollment, it may not do so in connection with any annual renewal process where the collection of information affects subsequent enrollment. The Plan will not adjust premiums or increase group contributions based upon genetic information, request or require genetic testing or collect genetic information either prior to or in connection with enrollment or for underwriting purposes.

TERMINATION OF COVERAGE

Termination Dates of Individual Coverage

The coverage of any Employee for himself or herself under this Plan will terminate on the earliest to occur of the following dates:

1. The date upon which the Plan is terminated.
2. The last day of the month in, or with respect to which, he or she requests that such coverage be terminated, on the condition that such request is made on or before such date.
3. The last day of the month for which the Employee has made a contribution, in the event of his or her failure to make, when due, any contribution for coverage for himself or herself to which he or she has agreed in writing.
4. The last day of the month in which the Employee is no longer eligible for such coverage under the Plan.
5. The last day of the month in which the termination of employment occurs.
6. The last day of the month following the end of the Stability Period for Variable Hour Employees, if the Employee failed to qualify during the previous Measurement Period.
7. Immediately upon submission of a fraudulent claim or any fraudulent information to the Plan (including enrollment information), by and/or on behalf of an Employee or his or her Dependent, or upon the Employee or his or her Dependent gaining knowledge of the submission, as determined by the Plan Administrator in its discretion, consistent with applicable laws and/or rules regarding such rescission.

Termination Dates of Retiree Coverage

The coverage of any retiree who is covered under the Plan will terminate on the earliest to occur of the following dates:

1. The date of termination of the Plan.
2. The date of death of the covered retiree.
3. The date of the expiration of the last period for which the retiree has made a contribution, in the event of his or her failure to make, when due, any contribution for coverage for himself or herself to which he or she has agreed in writing.
4. The date the covered retiree becomes eligible for Medicare coverage or becomes eligible for coverage under another Employer's health plan.

Termination Dates of Dependent Coverage

The coverage for any Dependents of any Employee who are covered under the Plan will terminate on the earliest to occur of the following dates:

1. The date upon which the Plan is terminated.
2. Upon the discontinuance of coverage for Dependents under the Plan.
3. The date of termination of the Employee's coverage for himself or herself under the Plan.
4. The date of the expiration of the last period for which the Employee has made a contribution, in the event of his or her failure to make, when due, any contribution for coverage for Dependents to which he or she has agreed in writing.
5. In the case of a Child age 26 or older for whom coverage is being continued due to mental or physical inability to earn his or her own living, the earliest to occur of:
    a. Cessation of such disability or inability.
    b. Failure to provide any required proof of continuous disability or inability or to submit to any required examination.
    c. Upon the Child's no longer being dependent on the Employee for his or her support.
6. The day immediately preceding the date such person is no longer a Dependent, except for Dependent Children as defined herein, except as may be provided for in other areas of this section.
7. The last day of the month in which such person ceases to be a Dependent Child, as defined herein, except as may be provided for in other areas of this section or within this document.
8. A covered Employee's domestic partner's Child's (who is not the Employee's Dependent Child) coverage will end on the last day of the month in which the domestic partnership agreement has ended, or on the last day of the month in which the Child reaches the age limitation of the Plan (as outlined in the Plan's definition of "Dependent"), whichever occurs first.

9. For a Dependent Child whose coverage is required pursuant to a QMCSO, the last day of the calendar month as of which coverage is no longer required under the terms of the order or this Plan.
10. Immediately upon submission of a fraudulent claim or any fraudulent information to the Plan (including enrollment information), by and/or on behalf of an Employee or his or her Dependent, or upon the Employee or his or her Dependent gaining knowledge of the submission, as determined by the Plan Administrator in its discretion, consistent with applicable laws and/or rules regarding such rescission.

NOTE: *The Employer offers these benefits in conjunction with a cafeteria plan under Section 125 of the Internal Revenue Code and a voluntary termination must comply with the requirements of the Code and the cafeteria plan.*

MEDICAL BENEFITS

Medical Benefits

These medical benefits will be payable as shown in the Summary of Benefits or as otherwise outlined in this Plan. Subject to the Plan's provisions, limitations and Exclusions, the following are covered major medical benefits:

Abortion. Expenses for or related to an abortion, including FDA-approved drugs for medical abortion, when such items or services are not prohibited by applicable law.

Advanced Imaging. Charges for advanced imaging including: Computed Tomographic (CT) studies, Coronary CT angiography, MRI/MRA, nuclear cardiology, nuclear medicine, and PET scans. Covered Expenses include the readings of these medical tests/scans.

Air Ambulance (Emergency Only). Covered Expenses will be payable at the most appropriate of the following:

1. A negotiated contracted amount as mutually agreed upon with a Provider or other discounting contract.
2. 125% of the allowable charge established by application of the Medicare Ambulance Fee Schedule.
3. The billed charge if less than 1 or 2 above.

Benefits are provided for air ambulance transportation only if the Plan Administrator determines that the Participant's condition, the type of service required for the treatment of the Participant's condition, and the type of facility required to treat the Participant's condition justify the use of air ambulance instead of another means of transport. This Plan will only cover air ambulance transportation when no other method of transportation is appropriate (including emergency ground transport).

This Plan will cover rotary and fixed wing aircraft, excluding all fixed wing charter flights for air ambulance services.

Only charges Incurred for the first trip to a Hospital, or from one Hospital to another Hospital shall be included.

The determination of whether air ambulance transport for a service, supply, or treatment is or is not Medically Necessary may include findings of the American Medical Association and the Plan Administrator's own medical advisors. The Plan Administrator has the discretionary authority to decide whether care or treatment is Medically Necessary.

Allergy Services. Charges related to the treatment of allergies.

Ambulance (Emergency Only). Covered Expenses for professional ambulance, including approved available water and rail transportation to a local Hospital, or transfer to the nearest facility having the capability to treat the condition if the transportation is connected with an Inpatient confinement.

Ambulatory Surgical Center. Services of an Ambulatory Surgical Center for Medically Necessary care provided.

Anesthesia. Anesthesia, anesthesia supplies, and administration of anesthesia by facility staff.

Birthing Center. Services of a birthing center for Medically Necessary care provided within the scope of its license.

Blood/Blood Derivatives. Charges for blood and blood plasma (if not replaced by or for the patient), including blood processing and administration services. The Plan shall also cover processing, storage, and administrative services for autologous blood (a patient's own blood) when a Participant is scheduled for Surgery that can be reasonably expected to require blood.

CancerCARE Program Coverage. The Plan provides benefit coverage for evidence-based cancer care services provided at local, regional and national cancer programs. In order to obtain the best outcomes for Participants, the Plan employs INTERLINK's CancerCARE Program with specialized care coordination nurses, McKesson Clear Value Plus with Value Pathways powered by NCCN® and NCCN Clinical Practice Guidelines in Oncology®. To be eligible

for enhanced Plan benefits, all Participants with a cancer diagnosis must as soon as reasonably possible call the CancerCARE program at **877-640-9610** and complete registration.

CancerCARE Benefits	
Network Providers	
Compliant Benefit	**Non-Compliant Benefit**
• 100% of CancerCARE Allowable covered by Plan; • Participant cancer drug copayments waived; • Certain Course of Care Certification requirements waived for services included in a confirmed Value Pathway; • Participants choosing not to travel to a CancerCARE Provider for complex care, but receiving care in concordance to a Value Pathway; • Clinical Trials as defined below; • Navigator or Compass Participants receiving cancer care when a Value Pathway does not exist if Clear Value Participation has been achieved with NCCN Guideline® concordance or Plan approved deviation; • CancerCARE Second Opinion benefits at 100% of CancerCARE Allowable; • Travel Benefits as defined below.	• Standard Plan Benefits apply as outlined within the applicable Schedule of Benefits.

CancerCARE Program Definitions:

CancerCARE Allowable: For inpatient and outpatient hospital and professional services, CancerCARE Allowable means billed charges for Covered Expenses provided in compliance with the CancerCARE Program, minus non-covered services and supplies, negotiated price concessions, discounts and professional charges beyond Usual and Customary fees for such services. Once treatment is certified by the Plan for services from a CancerCARE Provider, payment to the provider will be paid at the applicable benefit reimbursement percentage based on the applicable contract allowable.

For covered cancer pharmacy products and supplies at Non-Network Providers, CancerCARE Allowable means pharmacy products dispensed in concordance with the NCCN Guidelines and Drugs & Biologics Compendium®, with Category 1, 2a or 2b level of evidence, which are then payable at a Plan maximum benefit of Average Wholesale Price plus 40% unless provided at a CancerCARE Provider. Pharmacy and dosing instructions are included in the evidence-based NCCN Guidelines®. Non-covered cancer pharmacy products are not included in the CancerCARE Allowable.

CancerCARE Program: A comprehensive cancer management program operated by INTERLINK, which employs care coordinator nurses to monitor care and coordinate care at CancerCARE Providers for appropriate Participants.

National Comprehensive Cancer Network (NCCN®): An alliance of the nation's most prominent hospitals that review outcome information for cancer treatments, publish evidence-based NCCN Guidelines® and update them as needed.

NCCN Guidelines®: NCCN® disease-specific, committee recommended, evidence-based treatment processes for specific cancers with integrated drugs, dosing and biologics recommendations.

Value Pathway: Optimal course of treatment created by the input of patient specific clinical facts into the McKesson Clear Value Plus application which utilizes NCCN Guidelines®. Each Value Pathway has been based on efficacy, toxicity and cost, providing value to the Participant and the Plan.

CancerCARE Provider: A cancer center, hospital or other institution, physician or ancillary provider that has been designated by the CancerCARE Program to provide complex cancer care services. CancerCARE providers have been selected to participate in this nationwide network based on their designation as a National Cancer Institute (NCI) Cancer Center or NCCN® member institution and their ability to meet other predefined criteria. Once selected, these providers are evaluated annually to ensure they continue to meet the eligibility criteria for continued participation in the CancerCARE Network.

Compliant Benefit Level: A Participant status obtained when the Participant 1) has completely registered into the CancerCARE Program; 2) the treatment is deemed concordant to a Value Pathway; and 3) the provider's office has achieved Clear Value Participation. If all the above conditions have been met, and there is no Value Pathway available, treatment must be concordant with NCCN Guidelines®, or the care plan must be deemed consistent with evidence-based medicine by CancerCARE. If a Participant is directed to a CancerCARE Provider by the CancerCARE Program, treatment will be deemed Compliant. This status is reported by the CancerCARE Triage Center to the Plan.

Non-Compliant Benefit: If the Participant does not comply with the requirements of the CancerCARE Program, achieve a Compliant Benefit Level, or attend a Network Provider, the Plan's standard benefits apply as outlined within the applicable Schedule of Benefits.

Clear Value Participation: In order to determine courses of care, testing occurs and the results of those tests (Clinical Facts) are used to determine any applicable Value Pathways. Clear Value Participation requires the provider to: 1) submit Clinical Facts to CancerCARE when care is being planned; 2) consider Value Pathways as treatment options; and 3) confirm with CancerCARE the optimal Value Pathway course of care will be utilized.

Course of Care Certification Waiver: Pre-certification for CancerCARE confirmed Value Pathway courses of treatment is required, but pre-certification for services and products included in each Value Pathway is waived if 1) the Participant has enrolled in the CancerCARE Program, and 2) the Participant has obtained a Compliant Benefit Level status. Course of Care Certification waiver for courses of treatment shall apply to CancerCARE Providers if they achieve Clear Value Participation.

Case Management Recommendation: Alternate providers may be identified and recommended by a CancerCARE Program Nurse as a cost effective alternative if there is no reduction in the quality of care. In these instances, alternate providers will be reimbursed at the applicable CancerCARE Benefit Level currently in effect with the existing provider. If pharmacy benefits are utilized to obtain medications otherwise provided in a provider's office, normal copays shall be waived if savings to the Plan are realized.

CancerCARE Referral: CancerCARE provides benefits and support for all cancer diagnoses, but Participants with a diagnosis or condition that is considered rare, aggressive or complex will be evaluated for referral to a CancerCARE Provider. Such diagnoses or conditions are evaluated and determined by the CancerCARE Medical Team in consultation with a Medical Advisory Board and other relevant medical literature. These diagnoses and conditions are reviewed and revised periodically. Please contact CancerCARE for details regarding what cancer diagnoses or conditions are currently considered rare, aggressive or complex.

ADDITIONAL PROVISIONS:

Registration Requirement: Upon diagnosis of cancer of any type, Participants shall call the CancerCARE program at 877-640-9610 for registration into the Program. Failure to register with the CancerCARE program will prevent the Participant from receiving enhanced CancerCARE benefits.

CancerCARE Travel Benefits: The Plan provides a maximum travel and lodging benefit up to $10,000 per Participant per lifetime. Travel benefits will only apply for Participants with cancer diagnoses or conditions as described within the CancerCARE Referral provision that have been directed to a CancerCARE Provider by the CancerCARE Program. The CancerCARE location must be at least 50 miles from the Participant's home. Travel and lodging assistance shall be coordinated by the CancerCARE Program. While receiving care at a CancerCARE Provider, the Plan will reimburse lodging, meals and incidentals. The Plan covers travel costs (coach air, train or mileage at Internal Revenue Service "IRS" Standard Mileage Rate for travel by car) for the Participant plus one companion if the Participant is an adult (18 or older), or up to two companions if the Participant is less than 18. The benefit is subject to INTERLINK's CancerCARE Program coordination and approval guidelines.

CancerCARE Second Opinion: The Plan provides coverage for a CancerCARE Second Opinion through utilization of the CancerCARE Providers, which may include a review of the diagnosis, review of the treatment plan or both. Second Opinions may require travel to a CancerCARE Provider to qualify for benefits. A Second Opinion may consist solely of having pathology slides reviewed by a specialized lab or may include other services. Molecular testing is a covered benefit when coordinated by a CancerCARE Program Nurse.

Clinical Trial Benefits: The Plan provides Clinical Trial coverage for Routine Patient Costs consistent with the Routine Patient Costs for Participation in an Approved Clinical Trial provision within the Medical Benefits section.

Routine Patient Costs shall be reimbursed at the Compliant Benefit level, provided that the Clinical Trial: (1) is provided at a CancerCARE Provider; (2) is coordinated by a CancerCARE nurse; and (3) is a Phase 1-4 Clinical Trial, that has been approved and coordinated by a CancerCARE Program Nurse. Otherwise, Clinical Trial Routine Patient Costs shall be reimbursed per standard plan benefits as outlined by the Schedule of Benefits.

Participants are encouraged to contact CancerCARE at 877-640-9610 for further information on clinical trial coverage.

Questions: If there are any questions regarding coverage or a specific provision of the CancerCARE Program, please contact the Plan Administrator or the CancerCARE Program at 877-640-9610.

Cataracts. Cataract surgery and one set of lenses (contacts or frame-type) following the surgery.

Chemotherapy. Charges for chemotherapy, including materials and services of technicians.

Chiropractic Care. Spinal adjustment and manipulation, x-rays for manipulation and adjustment, and other modalities performed by a Physician or other licensed practitioner, as limited in the Summary of Benefits.

Contraceptives. The charges for all Food and Drug Administration (FDA) approved, granted or cleared contraceptives methods, except oral contraceptives, in accordance with Health Resources and Services Administration (HRSA) guidelines. ***NOTE:*** *Oral contraceptives are covered under the Prescription Drug Benefits section*.

COVID-19 (2019 Novel Coronavirus). Covered Expenses associated with testing for COVID-19 include the following:

- *Over-the-Counter Tests (OTC Tests)*. The Plan will cover OTC Tests for the detection of SARS-CoV-2 or the virus that causes COVID-19, which satisfy any **one** of the following conditions:
    - that are approved, cleared, or authorized by the FDA (including an emergency authorization);
    - for which the developer has requested or intends to request emergency use authorization under Section 564 of the Federal Food, Drug, and Cosmetic Act, unless and until such emergency use authorization request has been denied or the developer does not submit a request within a reasonable timeframe;

- that are developed in and authorized by a State that has notified the Secretary of Health and Human Services of its intention to review tests intended to diagnose COVID-19; or
- that are deemed appropriate by the Secretary of Health and Human Services.

OTC Tests neither require Pre-Certification nor involve an individualized clinical assessment from a Provider. The Plan will cover up to 8 OTC Tests, per Participant per 30 days. This quantity limitation does not apply if the OTC Test is acquired with the involvement of or prescription by a Provider. OTC Tests purchased In-Network are covered by the Plan at the point of sale at 100%, deductible waived. When the Plan is billed for an Out-of-Network OTC Test, the Plan will pay the cash price publicly posted on the Provider's website, or such other amount as may be negotiated by the Provider and Plan. If the Participant pays for an Out-of-Network OTC Test, the Participant will be limited to reimbursement for the actual out-of-pocket cost of the OTC Test, up to a maximum of $12 per OTC Test. If the OTC Test is acquired with the involvement of or prescription by a Provider or if the Plan has not arranged for adequate In-Network access, the Plan will reimburse the Participant at full cost.

The following limitations also apply:

- Coverage will be denied if reasonable evidence exists that the purchase was solely for employment purposes; and
- Coverage will be denied if reasonable evidence exists of fraud, abuse, or that the purchase was made for use by someone other than the Participant or their Dependents. **NOTE:** The Plan may require reasonable documentation of proof of purchase with a claim for reimbursement for the cost of an OTC Test, including the UPC code for the OTC Test to verify that the item is one for which coverage is required under FFCRA, and/or a receipt from the seller of the test, documenting the date of purchase and the price of the OTC Test. Further, the Plan may require a written attestation from the Participant describing the OTC Test, the price paid by the Participant, and the intended use (including for whom the OTC Test will be used).

Dental Services—Accident Only. Charges made for a continuous course of dental treatment started within 12 months from the date of the Injury to sound natural teeth. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.

Note: *No charge will be covered under this Plan for dental and oral Surgical Procedures involving orthodontic care of teeth, periodontal disease, and preparing the mouth for fitting of or continued use of dentures.*

Diabetic Education. Services and supplies used in Outpatient diabetes self-management programs are covered under this Plan when they are provided by a Physician.

Dialysis. Charges for dialysis.

Durable Medical Equipment. Charges for rental, up to the purchase price, of Durable Medical Equipment, including glucose home monitors for insulin dependent diabetics. At its option, and with its advance written approval, the Plan may cover the purchase of such items when it is less costly and more practical than rental. The Plan does not pay for any of the following:

1. Any purchases without its advance written approval.
2. Replacements or repairs.
3. The rental or purchase of items which do not fully meet the definition of "Durable Medical Equipment."

Eye Examination. Charges for an eye examination, including a refraction test/vision test.

Fertility, Family Planning, and Reproduction Assistance Benefits. Fertility, family planning, and reproduction assistance benefits are available to Participants who are [single or] in same-sex or other relationships which do not facilitate conception, yet who do not meet established medical guidelines for "infertility." Subject to reasonable medical management and Medical Necessity criteria, but taking into account the realities of the Participant's gender identity, sexual orientation and/or relationship(s) and sexual anatomy, available benefits include:

- Sperm donation
- Intrauterine insemination (IUI)
- In vitro fertilization (IVF)
- Egg Donation

- Surrogacy

Foot Disorders. Surgical treatment of foot disorders, including associated services, performed by a licensed Physician (excluding routine foot care).

Gender-Affirming Care. The Plan covers the following gender-affirming services when ordered by a Provider or Physician.

- Psychotherapy.
- Pre- and post-surgical hormone therapy.

Genetic Counseling or Testing. In addition to coverage specified under Preventive Care, benefits are available for prenatal genetic testing for inherited susceptibility to a medical condition and counseling related to family history or test results to determine the physical characteristics of an unborn child. Refer to the Genetic Information Nondiscrimination Act of 2008 (GINA) subsection for information regarding the prohibition of discriminating on the basis of genetic information.

Gene Therapy. Gene therapies and adoptive cellular therapies, as well as associated services and supplies, for Participants if Medically Necessary.

Glaucoma. Treatment of glaucoma.

Habilitative Services and Therapies. These services include:

1. **Applied Behavior Analysis (ABA) Therapy.** Charges for ABA therapy.
2. **Occupational Therapy.** Treatment or services rendered by a registered occupational therapist, under the direct supervision of a Physician, in a home setting or at a facility or Institution whose primary purpose is to provide medical care for an Illness or Injury, or at a free-standing outpatient facility.
3. **Physical Therapy.** Treatment or services rendered by a physical therapist, under direct supervision of a Physician, in a home setting or a facility or Institution whose primary purpose is to provide medical care for an Illness or Injury, or at a free-standing duly licensed outpatient therapy facility.
4. **Speech-Language Pathology.** Treatment for speech delays and disorders.

See the Summary of Benefits for treatment and/or frequency limitations.

Home Health Care. Charges for Home Health Care services and supplies are covered only for care and treatment of an Illness or Injury when Hospital or Skilled Nursing Facility confinement would otherwise be required. The Diagnosis, care, and treatment must be certified by the attending Physician and be contained in a home health care plan. Charges by a Home Health Care Agency for any of the following:

1. Registered Nurses or Licensed Practical Nurses.
2. Certified home health aides under the direct supervision of a Registered Nurse.
3. Registered therapist performing physical, occupational or speech therapy.
4. Physician calls in the office, home, clinic or outpatient department.
5. Services, Drugs and medical supplies which are Medically Necessary for the treatment of the Participant that would have been provided in the Hospital, but not including Custodial Care. ***NOTE:*** *Home infusion therapy does not apply to the home health care maximum.*
6. Rental of Durable Medical Equipment or the purchase of this equipment if economically justified, whichever is less.

NOTE: *Transportation services are not covered under this benefit.*

Hospice Care. Charges relating to Hospice Care, provided the Participant has a life expectancy of six months or less, subject to the maximums, if any, stated in the Summary of Benefits. Covered Hospice expenses are limited to:

1. Room and Board for confinement in a Hospice.
2. Ancillary charges furnished by the Hospice while the patient is confined therein, including rental of Durable Medical Equipment which is used solely for treating an Injury or Illness.

3. Medical supplies, Drugs and medicines prescribed by the attending Physician, but only to the extent such items are necessary for pain control and management of the terminal condition.
4. Physician services and nursing care by a Registered Nurse, Licensed Practical Nurse or a Licensed Vocational Nurse (L.V.N.).
5. Home health aide services.
6. Home care furnished by a Hospital or Home Health Care Agency, under the direction of a Hospice, including Custodial Care if it is provided during a regular visit by a Registered Nurse, a Licensed Practical Nurse or a home health aide.
7. Medical social services by licensed or trained social workers, Psychologists or counselors.
8. Nutrition services provided by a licensed dietitian.
9. Respite care.
10. Bereavement counseling, which is a supportive service provided by the Hospice team to Participants in the deceased's Family Unit after the death of the terminally ill person, to assist the Participants in adjusting to the death. Benefits will be payable if the following requirements are met:

    a. On the date immediately before his or her death, the terminally ill person was in a Hospice Care Program and a Participant under the Plan.
    b. Charges for such services are Incurred by the Participants within six months of the terminally ill person's death.

The Hospice Care program must be renewed in writing by the attending Physician every 30 days. Hospice Care ceases if the terminal Illness enters remission.

Hospital. Charges made by a Hospital for:

1. Inpatient Treatment
    a. Daily semi private Room and Board charges.
    b. Intensive Care Unit (ICU) and Cardiac Care Unit (CCU) Room and Board charges.
    c. General nursing services.
    d. Medically Necessary services and supplies furnished by the Hospital, other than Room and Board.
2. Outpatient Treatment
    a. Emergency room.
    b. Treatment for chronic conditions.
    c. Physical therapy treatments.
    d. Hemodialysis.
    e. X ray, laboratory and linear therapy.

Impregnation and Infertility Treatment. Following charges related to Impregnation and Infertility Treatment: artificial insemination, fertility Drugs, G.I.F.T. (Gamete Intrafallopian Transfer), impotency Drugs such as Viagra™, in-vitro fertilization, surrogate mother, donor eggs, collection or purchase of donor semen (sperm) or oocytes (eggs), and freezing of sperm, oocytes, or embryos, or any type of artificial impregnation procedure, whether or not such procedure is successful.

NOTE: *If the surrogate is a Participant, then the Preventive Care and/or Pregnancy expenses will be covered in accordance with the Plan provisions.*

Laboratory and Pathology Services. Charges for x-rays, diagnostic tests, labs, and pathology services.

Mastectomy. The Federal Women's Health and Cancer Rights Act, signed into law on October 21, 1998, contains coverage requirements for breast cancer patients who elect reconstruction in connection with a Mastectomy. The Federal law requires group health plans that provide Mastectomy coverage to also cover breast reconstruction Surgery and prostheses following Mastectomy.

As required by law, the Participant is being provided this notice to inform him or her about these provisions. The law mandates that individuals receiving benefits for a Medically Necessary Mastectomy will also receive coverage for:

1. Reconstruction of the breast on which the Mastectomy has been performed.
2. Surgery and reconstruction of the other breast to produce a symmetrical appearance.

3. Prostheses and physical complications from all stages of Mastectomy, including lymphedemas.

The reconstruction of the breast will be done in a manner determined in consultation with the attending Physician and the patient.

This coverage will be subject to the same annual Deductible and Coinsurance provisions that currently apply to Mastectomy coverage, and will be provided in consultation with the Participant and his or her attending Physician.

Medical Foods. Medical foods are considered a covered charge if intravenous therapy (IV) or tube feedings are Medically Necessary. Medical foods taken orally are not covered under the Plan, except for PKU formula when Medically Necessary.

Medical Supplies. Dressings, casts, splints, trusses, braces and other Medically Necessary medical supplies, with the exception of dental braces or corrective shoes, but including syringes for diabetic and allergy Diagnosis, and lancets and chemstrips for diabetics.

Mental Health and Substance Use Disorder Benefits. Benefits are available for Inpatient or Outpatient care for mental health and Substance Use Disorder conditions, including individual and group psychotherapy, couples therapy/marriage counseling for problems in relationship with spouse/partner, psychiatric tests, and expenses related to the Diagnosis when rendered by a covered Provider.

Benefits are available, but not limited to, Residential Treatment Facility, Partial Hospitalization, and Intensive Outpatient Services.

Midwife Services. Benefits for midwife services performed by a certified nurse midwife (CNM) who is licensed as such and acting within the scope of his/her license. This Plan will not provide benefits for lay midwives or other individuals who become midwives by virtue of their experience in performing deliveries.

Newborn Care. Hospital and Physician nursery care for newborns who are Children of the Employee or spouse and properly enrolled in the Plan, as set forth below. Benefits will be provided under the Child's coverage, and the Child's own Deductible and Coinsurance provisions will apply:

1. Hospital routine care for a newborn during the Child's initial Hospital confinement at birth.
2. The following Physician services for well-baby care during the Newborn's initial Hospital confinement at birth:
    a. The initial newborn examination and a second examination performed prior to discharge from the Hospital.
    b. Circumcision.

NOTE: *The Plan will cover Hospital and Physician nursery care for an ill newborn as any other medical condition, provided the newborn is properly enrolled in the Plan. These benefits are provided under the baby's coverage.*

Nursing Services. Services of a Registered Nurse or Licensed Practical Nurse.

Nutritional Counseling. Charges for nutritional counseling for the management of a medical condition that has a specific diagnostic criteria that can be verified. The nutritional counseling must be prescribed by a Physician.

Obesity. Effective March 27, 2024: The following weight loss surgeries are covered: gastric bypass, duodenal switch, SADI-S, gastric banding and sleeve gastrectomy. Precertification is required and certain criteria must be met. Obesity screening and counseling are covered under the Preventive Care benefit.

Oral Surgery. Oral surgery in relation to the bone, including tumors, cysts and growths not related to the teeth, and extraction of soft tissue impacted teeth by a Physician or Dentist.

Physician Services. Services of a Physician for Medically Necessary care, including office visits, home visits, Hospital Inpatient care, Hospital Outpatient visits and exams, clinic care and surgical opinion consultations.

Pregnancy Expenses. Expenses attributable to a Pregnancy. Pregnancy expenses of Dependent Children are covered. Benefits for Pregnancy expenses are paid the same as any other Illness. ***NOTE:*** *Preventive care charges for Pregnancy are covered under the Preventive Care benefit in the Medical Benefits section.*

Under the Newborns' and Mothers' Health Protection Act of 1996, group health plans and health insurance issuers generally may not restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn Child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a Provider obtain authorization from the Plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours). In no event will an "attending Provider" include a plan, Hospital, managed care organization, or other issuer.

In accordance with the Summary of Benefits and this section, benefits for the care and treatment of Pregnancy that are covered will be subject to all applicable Plan limitations and maximums (if any), and are payable in the same manner as medical or surgical care of an Illness.

Preventive Care. Charges for Preventive Care services. This Plan intends to comply with the Affordable Care Act's (ACA) requirement to offer In-Network coverage for certain preventive services without cost-sharing.

Preventive Care services also include PrEP and PEP: Expenses for or related to Human immunodeficiency virus pre-exposure prophylaxis (PrEP) and post-exposure prophylaxis drugs (PEP), if approved by the Food and Drug Administration (FDA).

Benefits mandated through the ACA legislation include Preventive Care such as immunizations, screenings, and other services that are listed as recommended by the United States Preventive Services Task Force (USPSTF), the Health Resources and Services Administration (HRSA), and the Federal Centers for Disease Control (CDC).

See the following websites for more details:

https://www.healthcare.gov/coverage/preventive-care-benefits/;
https://www.uspreventiveservicestaskforce.org/uspstf/recommendation-topics;
https://www.cdc.gov/vaccines/hcp/acip-recs/index.html;
https://www.aap.org/periodicityschedule;
https://www.hrsa.gov/womensguidelines/.

NOTE: *The Preventive Care services identified through the above links are recommended services. It is up to the Provider and/or Physician of care to determine which services to provide; the Plan Administrator has the authority to determine which services will be covered. Preventive Care services will be covered at 100% for Non-Network Providers if there is no Network Provider who can provide a required preventive service. Benefits include gender-specific Preventive Care services, regardless of the sex the Participant was assigned at birth, his or her gender identity, or his or her recorded gender.*

Private Duty Nursing. Private duty nursing (Outpatient only).

Prosthetics, Orthotics, Supplies and Surgical Dressings. Prosthetic devices (other than dental) to replace all or part of an absent body organ or part, including replacement due to natural growth or pathological change, but not including charges for repair or maintenance. Orthotic devices, but excluding orthopedic shoes and other supportive devices for the feet.

Radiation Therapy. Charges for radiation therapy and treatment.

Rehabilitative Services and Therapies. Services for individual therapy are covered on an Inpatient or Outpatient basis. They are services or supplies used for the treatment of an Illness or Injury and include:

1. **Autism Spectrum Disorder Treatment.** Charges for treatment of Autism Spectrum Disorder (ASD).
2. **Cardiac Therapy.** Charges for cardiac therapy.
3. **Cognitive Therapy.** Charges for cognitive therapy.

4. **Occupational Therapy.** Rehabilitation treatment or services rendered by a registered occupational therapist, under the direct supervision of a Physician, in a home setting or at a facility or Institution whose primary purpose is to provide medical care for an Illness or Injury, or at a free-standing outpatient facility.
5. **Physical Therapy.** Rehabilitation treatment or services rendered by a physical therapist, under direct supervision of a Physician, in a home setting or a facility or Institution whose primary purpose is to provide medical care for an Illness or Injury, or at a free-standing duly licensed outpatient therapy facility.
6. **Respiration Therapy.** Respiration therapy services.
7. **Speech Therapy.** Charges for Speech therapy.
8. **Vision Therapy.** For patients with eye movement disorders, designed to modify different aspects of visual function.

See the Summary of Benefits for treatment and/or frequency limitations.

Routine Patient Costs for Participation in an Approved Clinical Trial. Charges for any Medically Necessary services, for which benefits are provided by the Plan, when a Participant is participating in a phase I, II, III or IV clinical trial, conducted in relation to the prevention, detection or treatment of a life-threatening disease or condition, as defined under the ACA, provided:

1. The clinical trial is approved by any of the following:
    a. The Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services.
    b. The National Institute of Health.
    c. The U.S. Food and Drug Administration.
    d. The U.S. Department of Defense.
    e. The U.S. Department of Veterans Affairs.
    f. An institutional review board of an institution that has an agreement with the Office for Human Research Protections of the U.S. Department of Health and Human Services.
2. The research Institution conducting the Approved Clinical Trial and each health professional providing routine patient care through the Institution, agree to accept reimbursement at the applicable Covered Expense, as payment in full for routine patient care provided in connection with the Approved Clinical Trial.

Second Surgical Opinions. Charges for second surgical opinions.

Sexual Dysfunction Therapy or Surgery. Related to sexual dysfunctions. Medications are covered in the Prescription Drug program. Penile implants are excluded.

Skilled Nursing Facility. Charges made by a Skilled Nursing Facility or a convalescent care facility as defined in the Plan, up to the limits set forth in the Summary of Benefits, in connection with convalescence from an Illness or Injury for which the Participant is confined. For information on Inpatient medical benefits for mental health or Substance Use Disorders, please refer to the “Mental Health and Substance Use Disorder Benefits” in the Medical Benefits section above.

Sterilization. Charges for male sterilization procedures are covered as any other covered benefits. Sterilization procedures for women (including all Food and Drug Administration (FDA) approved charges) are covered under Preventive Care, to the extent required by the Affordable Care Act (ACA).

Surgery. Surgical operations and procedures, unless otherwise specifically excluded under the Plan, and limited as follows:

a. Multiple procedures adding significant time or complexity will be allowed at:
    i. One hundred percent (100%) of the Maximum Allowable Charge for the first or major procedure.
    ii. Fifty percent (50%) of the Maximum Allowable Charge for the secondary and subsequent procedures.
    iii. Bilateral procedures which add significant time or complexity, which are provided at the same operative session, will be allowed at one hundred percent (100%) of the Maximum Allowable Charge for the major procedure, and fifty percent (50%) of the Maximum Allowable Charge for the secondary or lesser procedure.

b. The Maximum Allowable Charge for services rendered by an assistant surgeon will be limited to twenty percent (20%) of the Maximum Allowable Charge identified for the surgeon's service.
c. No benefit will be payable for incidental procedures, such as appendectomy during an abdominal Surgery, performed during a single operative session.

Surgical Treatment of Jaw. Surgical treatment of Illnesses, Injuries, fractures and dislocations of the jaw by a Physician or Dentist.

Telehealth. Charges for any Medically Necessary services, for which benefits are otherwise provided by the Plan, when those services are provided via audio or video communications.

Transplants. Organ or tissue transplants are covered for the following human to human organ or tissue transplant procedures:

1. Bone marrow.
2. Heart.
3. Lung.
4. Heart and lung.
5. Liver.
6. Pancreas.
7. Kidney.
8. Cornea.

In addition, the Plan will cover any other transplant that is not Experimental.

Recipient Benefits

Covered Expenses will be considered the same as any other Illness for Employees or Dependents as a recipient of an organ or tissue transplant. Covered Expenses include:

1. Organ or tissue procurement from a cadaver consisting of removing, preserving and transporting the donated part.
2. Services and supplies furnished by a Provider.
3. Drug therapy treatment to prevent rejection of the transplanted organ or tissue.

Surgical, storage and transportation costs directly related to the procurement of an organ or tissue used in a transplant described herein will be covered. If an organ or tissue is sold rather than donated, no benefits will be available for the purchase price of such organ or tissue.

When both the person donating the organ and the person receiving the organ are Participants, each will receive benefits under the Plan.

Wigs. Charges associated with the initial purchase of a wig following alopecia, burns, or chemotherapy/radiation therapy.

UTILIZATION MANAGEMENT

"Utilization Management" consists of several components to assist Participants in staying well: providing optimal management of chronic conditions, support, and service coordination during times of acute or new onset of a medical condition. The scope of the program includes Hospital pre-admission certification, continued stay review, length of stay determination and discharge planning, and case management. These programs are designed to ensure that Medically Necessary, high quality patient care is provided and enables maximum benefits under the Plan. In order to maximize Plan reimbursements, please read the following provisions carefully.

Services that Require Pre-Certification

The following services will require Pre-Certification (or reimbursement from the Plan may be reduced):

1. Inpatient Hospitalization.
2. Weight Loss surgeries.
3. Outpatient surgeries.
4. Transplant candidacy evaluation and transplant (organ and/or tissue).
5. Residential Treatment Facility programs.
6. Skilled Nursing Facility stays.
7. High Tech Imaging (including MRI, PET, MRA, CT scans, and Nuclear Medicine and Nuclear Cardiology).
8. Prescription specialty drugs. (Participants must contact SmithRx).

Remember that although the Plan will automatically pre-certify a maternity length of stay that is 48 hours or less for a vaginal delivery or 96 hours for a cesarean delivery, it is important that the Participant has his or her Physician call to obtain Pre-Certification if there is a need to have a longer stay.

The Pre-Certification process is limited to determining the Medical Necessity of the procedure. This does not verify eligibility for benefits nor guarantee benefit payments under the Plan. It is the Participant's responsibility to verify that the above services have been pre-certified as outlined below.

Pre-Certification Procedures and Contact Information

The Utilization Management Service is simple and easy for Participants to use. Whenever a Participant is advised that services requiring pre-certification are needed, it is the Participant's responsibility to call the pre-certification department at its toll free number, which is 1-800-361-1492. The review process will continue, as outlined below, until the completion of the treatment plan and/or the Participant's discharge from the Hospital.

<u>Urgent Care or Emergency Admissions:</u>

If a Participant needs medical care for a condition which could seriously jeopardize his or her life, he or she should obtain such care without delay, and communicate with the Plan as soon as reasonably possible.

If a Participant must be admitted on an Emergency basis, the Participant, or an individual acting on behalf of the Participant, should follow the Physician's instructions carefully and contact the pre-certification department as follows:

1. For Emergency admissions after business hours on Friday, on a weekend or over a holiday weekend, a call to the pre-certification department must be made within 72 hours after the admission date, but no later than the first business day following the Emergency admission, by or on behalf of the covered patient.
2. For Emergency admissions on a weekday, a call to the pre-certification department must be made within 24 hours after the admission date, by or on behalf of the covered patient.

If a medical service is provided in response to an Emergency situation or urgent care scenario, prior approval from the Plan is not required. The Plan will require notice within 72 hours after the admission date, but no later than the first business day following the Emergency admission, by or on behalf of the covered patient. Such a claim shall then be deemed to be a Post-service Claim.

Non-Emergency Admissions:

For Hospital stays that are scheduled in advance, a call to the pre-certification department should be completed as soon as possible before actual services are rendered. Once the Pre-Certification call is received, it will be routed to an appropriate review specialist who will create an online patient file. The review specialist will contact the Participant's attending Physician to obtain information and to discuss the specifics of the admission request. If appropriate, alternative care will be explored with the Physician.

If, after assessing procedure necessity, the need for an Inpatient confinement is confirmed, the review specialist will determine the intensity of management required and will remain in contact with the Physician or Hospital during the confinement.

If, at any time during the review process, Medical Necessity cannot be validated, the review specialist will refer the episode to a board certified Physician advisor who will immediately contact the attending Physician to negotiate an appropriate treatment plan. At the end of the Hospital confinement, the review specialist is also available to assist with discharge planning and will work closely with the attending Physician and Hospital to ensure that medically appropriate arrangements are made.

Outpatient Services:
A Participant is required to contact the pre-certification department when the Physician requests certain outpatient procedures and services. The Summary of Benefits indicates which outpatient procedures and services require Pre-Certification.

Pre-Certification Penalty
The program requires the support and cooperation of each Participant. If a Participant follows the instructions and procedures, he or she will receive the normal Plan benefits for the services. However, if a Participant fails to notify the pre-certification department of any services listed in the provision entitled "Services that Require Pre-Certification or Notification," allowed charges will be reduced by $1,000 for Room and Board, Hospital miscellaneous services, and any other charges related to that confinement which are billed by the Hospital. The Participant will be responsible for payment of the part of the charge that is not paid by the Plan.

NOTE: *If a Participant's admission or service is determined to not be Medically Necessary, he or she may pursue an appeal by following the provisions described in the Claims Procedures; Payment of Claims section of this document. The Participant and Provider will be informed of any denial or non-certification in writing.*

Retrospective Review
The Plan allows a review of the Medical Necessity of the health care services provided on an Emergency basis, after they have been provided. Retroactive Pre-Certification is allowed for medical non-Emergency care situations up to 90 days after the date of service without a penalty.

Alternate Course of Treatment
Certain types of conditions, such as spinal cord Injuries, cancer, AIDS or premature births, may require long term, or perhaps lifetime, care. The claims selected will be evaluated as to present course of treatment and alternate care possibilities.

If the Plan Administrator should determine that an alternate, less expensive, course of treatment is appropriate, and if the attending Physician agrees to the alternate course of treatment, all Medically Necessary expenses stated in the treatment plan will be eligible for payment under the Plan, subject to the applicable benefit maximum(s) set forth in this Plan, even if these expenses normally would not be eligible for payment under the Plan. A more expensive course of treatment, selected by the Participant and/or their attending Physician may not be deemed to be Medically Necessary or within Maximum Allowable Charge limitations, as those terms are defined by the Plan. The Plan may provide coverage in such circumstances by providing benefits equivalent to those available had the Medically Necessary and otherwise covered course of treatment, subject to the Maximum Allowable Charge, been pursued.

Pre-Admission Testing
If a Participant is to be admitted to a Hospital for non-Emergency Surgery or treatment, one set of laboratory tests and x-ray examinations performed on an Outpatient basis within seven days prior to such Hospital admission will be paid, after the Deductible, as any other covered benefit.

Pre-Surgical Approval

The Plan recommends that a pre-determination of benefits be obtained prior to the following Surgical Procedures, since they are ***usually*** **Cosmetic Surgery or not Medically Necessary**. These procedures include, but are not limited to:

1. Abdominoplasty.
2. Blepharoplasty.
3. Breast reduction or enlargement.
4. Dermabrasion.
5. Facial or nasal reconstruction.
6. Gastric bypass.
7. Lipectomy.
8. Penile implant.
9. Scar revision.
10. Sex alteration.
11. Any Experimental or research procedures which are not generally accepted medical practice.

Because of the broad range of Surgical Procedures available and under development, if a Participant is scheduled to undergo any questionable procedure, he or she should contact the Third Party Administrator for further information. Pre-surgical approval is not a guarantee of coverage.

CASE MANAGEMENT

Case Management. The Plan may elect, in its sole discretion, when acting on a basis that precludes individual selection, to provide alternative benefits that are otherwise excluded under the Plan. The alternative benefits, called "Case Management," shall be determined on a case-by-case basis, and the Plan's determination to provide the benefits in one instance shall not obligate the Plan to provide the same or similar alternative benefits for the same or any other Covered Person, nor shall it be deemed to waive the right of the Plan to strictly enforce the provisions of the Plan.

A case manager consults with the patient and the attending Physician in order to develop a plan of care for approval by the patient's attending Physician and the patient. This plan of care may include some or all of the following:

1. personal support to the patient;
2. contacting the family to offer assistance and support;
3. monitoring Hospital or Skilled Nursing Facility;
4. determining alternative care options; and
5. assisting in obtaining any necessary equipment and services.

Case Management occurs when this alternate benefit will be beneficial to both the patient and the Plan.

The case manager will coordinate and implement the Case Management program by providing guidance and information on available resources and suggesting the most appropriate treatment plan. The Plan Administrator, attending Physician, and patient or patient's family must all agree to the alternate treatment plan.

Once agreement has been reached, the Plan Administrator will direct the Plan to reimburse for Medically Necessary expenses as stated in the treatment plan, even if these expenses normally would not be paid by the Plan.

Note: Case Management is a voluntary service. There are no reductions of benefits or penalties if the patient and family choose not to participate.

Each treatment plan is individually tailored to a specific patient and should not be seen as appropriate or recommended for any other patient, even one with the same diagnosis.

Dialysis Program
Zelis Healthcare
1-877-218-4955

Outpatient Dialysis Treatment.
When used in this document, the term “Outpatient Dialysis Treatment” shall mean any and all products, services, and/or supplies provided to Plan members/participants/beneficiaries for purposes of, or related to, outpatient dialysis.

A. The Plan has established a specialized procedure for determining the amount of Plan benefits to be provided for Outpatient Dialysis Treatment, regardless of the condition causing the need for such treatment; this procedure is called the “Dialysis Program”. The Dialysis Program shall be the exclusive means for determining the amount of Plan benefits to be provided to Plan members and for managing cases and claims involving dialysis services and supplies, regardless of the condition causing the need for dialysis.

B. The Dialysis Program shall consist of the following components:
    i. Application. All claims filed by, or on behalf of, Plan members/participants/beneficiaries for coverage of Outpatient Dialysis Treatment (“Dialysis Claims”) shall be subject to the provisions of this section, regardless of the treating healthcare provider’s participation in the Preferred Provider Organization (PPO).

    ii. Mandated Cost Review. All claims for Outpatient Dialysis Treatment shall be subject to cost containment review, negotiation and settlement, application of the maximum benefit payable analysis (as set forth below), and/or other related administrative services, which the Plan

Administrator may elect to apply in the exercise of the Plan Administrator's discretion. The Plan Administrator reserves the right, in the exercise of its discretion, to engage relevant and qualified third-party entities such as Zelis Claims Integrity, LLC, for the purpose of determining the Usual, Customary, and Reasonable Outpatient Dialysis Charge.

iii. Maximum Benefit. The maximum benefit payable for any and all Dialysis Claims shall be 100% of the lesser of (x) the Usual, Customary, and Reasonable Outpatient Dialysis Charge (as defined below), (y) the maximum allowable charge after all applicable deductibles and cost-sharing, and (z) s u c h charge as is negotiated between the Plan Administrator and the provider of Outpatient Dialysis Treatment.

a. Usual, Customary, and Reasonable Outpatient Dialysis Charge. For the purposes of Outpatient Dialysis Treatment and the Dialysis Program, "Usual, Customary, and Reasonable Outpatient Dialysis Charge" means that portion of a claim for Outpatient Dialysis Treatment that is, as determined by Zelis Claims Integrity, LLC, (i) consistent with the common level of charges made by other medical professionals with similar credentials, or other medical facilities, pharmacies, or equipment suppliers of similar standing, in the geographic region in which the charge was incurred; (ii) based upon the average payment actually made for reasonably comparable services and/or supplies to all providers of the same services and/or supplies by all types of plans in the applicable market during the preceding calendar year, based upon reasonably available data, adjusted for the national Consumer Price Index medical care rate of inflation; (iii) for reasonably comparable services performed or provided in accordance with generally accepted standards of medical practice applicable to a similarly-situated individual receiving similar services in the same geographic region; (iv) otherwise in compliance with generally accepted billing practices for unbundling and/or multiple procedures; and (v) necessary and appropriate for the care and treatment of illness or injury presented, taking into consideration relevant data, including, without limitation, industry practices and standards as they apply to similar scenarios, and various forms of normative data and price indexes. The Usual, Customary, and Reasonable Outpatient Dialysis Charge does not necessarily mean the actual charge made, submitted, or accepted. The Plan Administrator reserves the right, in the exercise of its discretion, to engage relevant and qualified third-party entities, such as Zelis Claims Integrity, LLC, for the purpose of determining the Usual, Customary, and Reasonable Outpatient Dialysis Charge.

iv. Secondary Coverage. Plan members/participants/beneficiaries eligible for other health coverage under any other health plan are strongly encouraged to enroll in such coverage. Plan members who do not enroll in other coverage for which they are eligible may incur costs not covered by the Plan that would have been covered by the other coverage. The Plan will only pay for costs payable pursuant to the terms of the Plan, which may not include any costs that would have been payable by such other coverage.

The Plan Administrator shall perform its duties as the Plan Administrator and in its sole discretion shall determine appropriate courses of action in light of the reason and purpose for which this Plan is established and maintained. In particular, the Plan Administrator shall have full and sole discretionary authority to interpret all plan documents and to make all interpretive and factual determinations as to whether any individual is entitled to receive any benefit under the terms of this Plan. Any construction of the terms of any plan document and any determination of fact adopted by the Plan Administrator shall be final and legally binding on all parties. To the extent permitted by law, the Plan Administrator shall have the discretionary authority to rely conclusively upon all tables, valuations, certificates, opinions and reports which are furnished by accountants, counsel or other experts employed or engaged by the Plan Administrator.

DEFINITIONS

The following words and phrases shall have the following meanings when used in the Plan Document. Some of the terms used in this document begin with a capital letter, even though the term normally would not be capitalized. These terms have special meaning under the Plan. Most terms will be listed in this Definitions section, but some terms are defined within the provision the term is used. Becoming familiar with the terms defined in the Definitions section will help to better understand the provisions of this Plan.

The following definitions are not an indication that charges for particular care, supplies or services are eligible for payment under the Plan, however they may be used to identify ineligible expenses; please refer to the appropriate sections of the Plan Document for that information.

"Accident"
"Accident" shall mean an event which takes place without one's foresight or expectation, or a deliberate act that results in unforeseen consequences.

"Accidental Bodily Injury" or "Accidental Injury"
"Accidental Bodily Injury" or "Accidental Injury" shall mean an Injury sustained as the result of an Accident, due to a traumatic event, or due to exposure to the elements.

"Actively at Work" or "Active Employment"
An Employee is "Actively at Work" or in "Active Employment" on any day the Employee performs in the customary manner all of the regular duties of employment. An Employee will be deemed Actively at Work on each day of a regular paid vacation or on a regular non-working day provided the covered Employee was Actively at Work on the last preceding regular work day. An Employee shall be deemed Actively at Work if the Employee is absent from work due to a health factor, as defined by HIPAA, subject to the Plan's Leave of Absence provisions (including any State-mandated leave). An Employee will not be considered under any circumstances Actively at Work if he or she has effectively terminated employment.

"ADA"
"ADA" shall mean the American Dental Association.

"Adverse Benefit Determination"
"Adverse Benefit Determination" shall mean any of the following:

1. A denial in benefits.
2. A reduction in benefits.
3. A rescission of coverage, even if the rescission does not impact a current claim for benefits.
4. A termination of benefits.
5. A failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Claimant's eligibility to participate in the Plan.
6. A denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any utilization review.
7. A failure to cover an item or service for which benefits are otherwise provided because it is determined to be Experimental or Investigational or not Medically Necessary or appropriate.

Explanation of Benefits (EOB)
"Explanation of Benefits" shall mean a statement a health plan sends to a Participant which shows charges, payments and any balances owed. It may be sent by mail or e-mail. An Explanation of Benefits may serve as an Adverse Benefit Determination.

"Affordable Care Act (ACA)"
The "Affordable Care Act (ACA)" means the health care reform law enacted in March 2010. The law was enacted in two parts: the Patient Protection and Affordable Care Act was signed into law on March 23, 2010 and was amended by the Health Care and Education Reconciliation Act on March 30, 2010. The name "Affordable Care Act" is

commonly used to refer to the final, amended version of the law. In this document, the Plan uses the name Affordable Care Act (ACA) to refer to the health care reform law.

"AHA"
"AHA" shall mean the American Hospital Association.

"Alternate Recipient"
"Alternate Recipient" shall mean any Child of a Participant who is recognized under a Medical Child Support Order as having a right to enrollment under this Plan as the Participant's eligible Dependent. For purposes of the benefits provided under this Plan, an Alternate Recipient shall be treated as an eligible Dependent.

"AMA"
"AMA" shall mean the American Medical Association.

"Ambulatory Surgical Center"
"Ambulatory Surgical Center" shall mean any permanent public or private State licensed and approved (whenever required by law) establishment that operates exclusively for the purpose of providing Surgical Procedures to patients not requiring hospitalization with an organized medical staff of Physicians, with continuous Physician and nursing care by Registered Nurses (R.N.s). The patient is admitted to and discharged from the facility within the same working day as the facility does not provide service or other accommodations for patients to stay overnight.

"Approved Clinical Trial"
"Approved Clinical Trial" means a phase I, II, III or IV trial that is Federally funded by specified Agencies (National Institutes of Health (NIH), Centers for Disease Control and Prevention (CDCP), Agency for Healthcare Research and Quality (AHRQ), Centers for Medicare and Medicaid Services (CMS), Department of Defense (DOD) or Veterans Affairs (VA), or a non-governmental entity identified by NIH guidelines) or is conducted under an Investigational new drug application reviewed by the Food and Drug Administration (FDA) (if such application is required).

The Affordable Care Act requires that if a "qualified individual" is in an "Approved Clinical Trial," the Plan cannot deny coverage for related services ("routine patient costs").

A "qualified individual" is someone who is eligible to participate in an "Approved Clinical Trial" and either the individual's doctor has concluded that participation is appropriate or the Participant provides medical and scientific information establishing that their participation is appropriate.

"Routine patient costs" include all items and services consistent with the coverage provided in the plan that is typically covered for a qualified individual who is not enrolled in a clinical trial. Routine patient costs do not include 1) the Investigational item, device or service itself; 2) items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and 3) a service that is clearly inconsistent with the widely accepted and established standards of care for a particular Diagnosis. Plans are not required to provide benefits for routine patient care services provided outside of the Plan's Network area unless Out-of- Network benefits are otherwise provided under the Plan.

"Calendar Year"
"Calendar Year" shall mean the 12 month period from January 1 through December 31 of each year.

"Cardiac Care Unit"
"Cardiac Care Unit" shall mean a separate, clearly designated service area which is maintained within a Hospital and which meets all the following requirements:

1. It is solely for the care and treatment of critically ill patients who require special medical attention.
2. It provides within such area special nursing care and observation of a continuous and constant nature not available in the regular rooms and wards of the Hospital.
3. It provides a concentration of special lifesaving equipment immediately available at all times for the treatment of patients confined within such area.
4. It contains at least two beds for the accommodation of critically ill patients.
5. It provides at least one professional Registered Nurse, in continuous and constant attendance of the patient confined in such area on a 24 hour a day basis.

“CDC”
“CDC” shall mean Centers for Disease Control and Prevention.

“Certified IDR Entity”
“Certified IDR Entity” shall mean an entity responsible for conducting determinations under the No Surprises Act and that has been properly certified by the Department of Health and Human Services, the Department of Labor, and the Department of the Treasury.

“Child” and/or “Children”
“Child” and/or “Children” shall mean the Employee’s natural Child, any stepchild, legally adopted Child, or any other Child for whom the Employee has been named legal guardian, or an “eligible foster child,” which is defined as an individual placed with the Employee by an authorized placement agency or by judgment, decree or other order of a court of competent jurisdiction. For purposes of this definition, a legally adopted Child shall include a Child placed in an Employee’s physical custody in anticipation of adoption. “Child” shall also mean a covered Employee’s Child who is an Alternate Recipient under a Qualified Medical Child Support Order, as required by the Federal Omnibus Budget Reconciliation Act of 1993. A “legal guardian” is a person recognized by a court of law as having the duty of taking care of the person and managing the property and rights of a minor child.

“Child” shall also mean a covered Employee’s domestic partner’s natural child, legally adopted child, or any other Child for whom the covered domestic partner has been named legal guardian.

“CHIP”
“CHIP” refers to the Children’s Health Insurance Program or any provision or section thereof, which is herein specifically referred to, as such act, provision or section may be amended from time to time.

“CHIPRA”
“CHIPRA” refers to the Children’s Health Insurance Program Reauthorization Act of 2009 or any provision or section thereof, which is herein specifically referred to, as such act.

“Chiropractic Care”
“Chiropractic Care” shall mean the detection and correction, by manual or mechanical means, of the interference with nerve transmissions and expressions resulting from distortion, misalignment or dislocation of the spinal (vertebrae) column.

“Claimant”
“Claimant” shall mean a Participant of the Plan, or entity acting on his or her behalf, authorized to submit claims to the Plan for processing, and/or appeal an Adverse Benefit Determination.

“Claim Determination Period”
“Claim Determination Period” shall mean each Calendar Year.

“Class III Obesity”
“Class III Obesity” shall mean a diagnosed condition in which an individual's body mass index (BMI) is equal to or greater than 40.0 kg/m² (in accordance with the Utilization Review Company’s criteria for Class III Obesity).

“Clean Claim”
A “Clean Claim” is one that can be processed in accordance with the terms of this document without obtaining additional information from the service Provider or a third party. It is a claim which has no defect or impropriety. A defect or impropriety shall include a lack of required sustaining documentation as set forth and in accordance with this document, or a particular circumstance requiring special treatment which prevents timely payment as set forth in this document, and only as permitted by this document, from being made. A Clean Claim does not include claims under investigation for fraud and abuse or claims under review for Medical Necessity or other coverage criteria, or fees under review for application of the Maximum Allowable Charge, or any other matter that may prevent the charge(s) from being Covered Expenses in accordance with the terms of this document.

Filing a Clean Claim. A Provider submits a Clean Claim by providing the required data elements on the standard claims forms, along with any attachments and additional elements or revisions to data elements, attachments and additional elements, of which the Provider has knowledge. The Plan Administrator may require attachments or other information in addition to these standard forms (as noted elsewhere in this document and at other times prior to claim

submittal) to ensure charges constitute Covered Expenses as defined by and in accordance with the terms of this document. The paper claim form or electronic file record must include all required data elements and must be complete, legible, and accurate. A claim will not be considered to be a Clean Claim if the Participant has failed to submit required forms or additional information to the Plan as well.

"CMS"
"CMS" shall mean Centers for Medicare and Medicaid Services.

"COBRA"
"COBRA" shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Coinsurance"
"Coinsurance" shall mean a cost sharing feature of many plans which requires a Participant to pay out-of-pocket a prescribed portion of the cost of Covered Expenses. The defined Coinsurance that a Participant must pay out-of-pocket is based upon his or her health plan design. Coinsurance is established as a predetermined percentage of the Maximum Allowable Charge for covered services and usually applies after a Deductible is met in a Deductible plan.

"Copayment" or "Copay"
"Copayment" or "Copay" shall mean a dollar amount per visit, the Participant pays to the Provider for health care expenses. In most plans, the Participant pays this after he or she meets his or her Deductible limit.

"Cosmetic Surgery"
"Cosmetic Surgery" shall mean any expenses Incurred in connection with the care and treatment of, or operations which are performed for plastic, reconstructive, or cosmetic purposes or any other service or supply which are primarily used to improve, alter, or enhance appearance of a physical characteristic which is within the broad spectrum of normal but which may be considered displeasing or unattractive, except when required by an Injury.

"Covered Expense(s)"
"Covered Expense(s)" shall mean a service or supply provided in accordance with the terms of this document, whose applicable charge amount does not exceed the Maximum Allowable Charge for an eligible Medically Necessary service, treatment or supply, meant to improve a condition or Participant's health, which is eligible for coverage in accordance with this Plan. When more than one treatment option is available, and one option is no more effective than another, the Covered Expense is the least costly option that is no less effective than any other option.

All treatment is subject to benefit payment maximums shown in the Summary of Benefits and as set forth elsewhere in this document.

"Custodial Care"
"Custodial Care" shall mean care or confinement designated principally for the assistance and maintenance of the Participant, in engaging in the activities of daily living, whether or not totally disabled. This care or confinement could be rendered at home or by persons without professional skills or training. This care may relieve symptoms or pain but is not reasonably expected to improve the underlying medical condition. Custodial Care includes, but is not limited to, assistance in eating, dressing, bathing and using the toilet, preparation of special diets, supervision of medication which can normally be self-administered, assistance in walking or getting in and out of bed, and all domestic activities.

"Deductible"
"Deductible" shall mean an aggregate amount for certain expenses for covered services that is the responsibility of the Participant to pay for him or herself each Calendar Year before the Plan will begin its payments. However, certain covered benefits may be considered Preventive Care and paid first dollar. The Participant's ability to contribute to a Health Savings Account (HSA) on a tax favored basis may be affected by any arrangement that waives this Plan's Deductible.

"Dentist"
"Dentist" shall mean a properly trained person holding a D.D.S. or D.M.D. degree and practicing within the scope of a license to practice dentistry within their applicable geographic venue.

"Dependent"
"Dependent" shall mean one or more of the following person(s):

1. An Employee's present spouse, thereby possessing a valid marriage license, not annulled or voided in any way. A Dependent spouse shall therefore not be one who is divorced or Legally Separated from the Employee.
2. An Employee's opposite-sex domestic partner. ***NOTE:*** *To the extent COBRA coverage is applicable, an Employee's domestic partner is not considered a qualified beneficiary and does not have independent rights under COBRA; however, an Employee's domestic partner will be entitled to COBRA continuation coverage as a dependent of a qualified beneficiary. An Employee's domestic partner and the domestic partner's enrolled children will be considered a qualified beneficiary and eligible to continue coverage under the COBRA provisions to the same extent as an Employee's spouse or Child.*
3. An Employee's same-sex domestic partner. If there is no state definition, the domestic partner is not eligible for coverage under the Plan. ***NOTE:*** *To the extent COBRA coverage is applicable, an Employee's domestic partner is not considered a qualified beneficiary and does not have independent rights under COBRA; however, an Employee's domestic partner will be entitled to COBRA continuation coverage as a dependent of a qualified beneficiary. An Employee's domestic partner and the domestic partner's enrolled children will be considered a qualified beneficiary and eligible to continue coverage under the COBRA provisions to the same extent as an Employee's spouse or Child.*
4. An Employee's Child, or a covered Employee's covered domestic partner's Child, who is less than 26 years of age. ***NOTE:*** *Coverage of a Dependent Child will continue until the end of the calendar month he or she turns 26 years of age.*
5. An Employee's Child, or a covered Employee's covered domestic partner's Child, regardless of age, who was continuously covered prior to attaining the limiting age as stated in the numbers above, who is mentally or physically incapable of sustaining his or her own living. Such Child must have been mentally or physically incapable of earning his or her own living prior to attaining the limiting age as stated in the numbers above. Written proof of such incapacity and dependency satisfactory to the Plan must be furnished and approved by the Plan within 31 days after the date the Child attains the limiting age as stated in the numbers above. The deadline for submission of written proof of incapacity and dependency is 31 days following the original eligibility date for a new or re-enrolling Employee. The Plan may require, at reasonable intervals, subsequent proof satisfactory to the Plan during the next two years after such date. After such two year period, the Plan may require such proof, but not more often than once each year.

An Employee's spouse or domestic partner who is a resident of a country other than the United States shall not be deemed to be a "Dependent".

An Employee's spouse must meet the following requirements:

1. Employee and spouse shall not have been engaged in a trial separation for more than 12 consecutive months upon the date a Clean Claim for Covered Expense(s) provided to spouse are received by the Plan.
2. Employee and spouse shall have been cohabitating at the same residence for the majority of the applicable Plan Year. When an Employee or spouse is traveling or residing elsewhere as part of their profession, to care for a family member (due, for instance, to Illness or Injury), and/or is residing elsewhere due to their own Illness or Injury, for more than half of the applicable Plan Year (and thus residing with each other for less than the majority of the applicable Plan Year), but the primary residence of the Employee is also the spouse's primary residence for all legal, regulatory, and statutory purposes, this constitutes cohabitation as required by this provision.

The Plan Administrator has discretionary authority to interpret these terms, and determine spousal status as defined herein, to the extent allowed by law.

To establish a Dependent relationship, the Plan reserves the right to require documentation satisfactory to the Plan Administrator.

NOTE: Tax treatment for certain dependents. *Federal tax law generally does not recognize former spouses, Legally Separated spouses, civil union or domestic partners, or the children of these partners, as dependents under the federal tax code unless the spouse, partner, or child otherwise qualifies as a dependent under the Internal Revenue Code §152. Therefore, the Employer may be required to automatically include the value of the health care*

coverage provided to any of the aforementioned individuals, who may be covered under this Plan as eligible Dependents, as additional income to the Employee.

"Diagnosis"
"Diagnosis" shall mean the act or process of identifying or determining the nature and cause of an Illness or Injury through evaluation of patient history, examination, and review of laboratory data. Diagnosis shall also mean the findings resulting from such act or process.

"Diagnostic Service"
"Diagnostic Service" shall mean an examination, test, or procedure performed for specified symptoms to obtain information to aid in the assessment of the nature and severity of a medical condition or the identification of an Illness or Injury. The Diagnostic Service must be ordered by a Physician or other professional Provider.

"Drug"
"Drug" shall mean a Food and Drug Administration (FDA) approved Drug or medicine that is listed with approval in the United States Pharmacopeia, National Formulary or AMA Drug Evaluations published by the American Medical Association (AMA), that is prescribed for human consumption, and that is required by law to bear the legend: "Caution—Federal Law prohibits dispensing without prescription," or a State restricted drug (any medicinal substance which may be dispensed only by prescription, according to State law), legally obtained and dispensed by a licensed drug dispenser only, according to a written prescription given by a Physician and/or duly licensed Provider. "Drug" shall also mean insulin for purposes of injection.

"Durable Medical Equipment"
"Durable Medical Equipment" shall mean equipment and/or supplies ordered by a health care Provider for everyday or extended use which meets all of the following requirements:

1. Can withstand repeated use.
2. Is primarily and customarily used to serve a medical purpose.
3. Generally is not useful to a person in the absence of an Illness or Injury.
4. Is appropriate for use in the home.

"Emergency"
"Emergency" shall mean a situation or medical condition with symptoms of sufficient severity (including severe pain) that the absence of immediate medical attention and treatment would reasonably be expected to result in: (a) serious jeopardy to the health of the individual (or, with respect to a pregnant woman, the woman's unborn child); (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part. An Emergency includes, but is not limited to, severe chest pain, poisoning, unconsciousness, and hemorrhage. Other Emergencies and acute conditions may be considered on receipt of proof, satisfactory to the Plan, per the Plan Administrator's discretion, that an Emergency did exist. The Plan may, at its own discretion, request satisfactory proof that an Emergency or acute condition did exist.

"Emergency Medical Condition"
"Emergency Medical Condition" shall mean a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in a condition described in clause (i), (ii), or (iii) of section 1867(e)(1)(A) of the Social Security Act (42 U.S.C. 1395dd(e)(1)(A)). In that provision of the Social Security Act, clause (i) refers to placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; clause (ii) refers to serious impairment to bodily functions; and clause (iii) refers to serious dysfunction of any bodily organ or part.

"Emergency Services"
"Emergency Services" shall mean, with respect to an Emergency Medical Condition, the following:

1. An appropriate medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd) that is within the capability of the emergency department of a Hospital or of an Independent Freestanding Emergency Department, as applicable, including ancillary services routinely available to the emergency department to evaluate such Emergency Medical Condition; and
2. Within the capabilities of the staff and facilities available at the Hospital or the Independent Freestanding Emergency Department, as applicable, such further medical examination and treatment as are required

under section 1867 of the Social Security Act (42 U.S.C. 1395dd), or as would be required under such section if such section applied to an Independent Freestanding Emergency Department, to stabilize the patient (regardless of the department of the Hospital in which such further examination or treatment is furnished).

When furnished with respect to an Emergency Medical Condition, Emergency Services shall also include an item or service provided by a Non-Network Provider or Non-Participating Health Care Facility (regardless of the department of the Hospital in which items or services are furnished) after the Participant is stabilized and as part of Outpatient observation or an Inpatient or Outpatient stay with respect to the visit in which the Emergency Services are furnished, until such time as the Provider determines that the Participant is able to travel using non-medical transportation or non-emergency medical transportation, and the Participant is in a condition to, and in fact does, give informed consent to the Provider to be treated as a Non-Network Provider.

"Employee"
"Employee" shall mean a person who is employed by the Employer and regularly scheduled to work an average of at least 30 hours per week (i.e. Non-variable Hour Employee) or a Variable Hour Employee who has averaged at least 30 hours per week for a complete Measurement Period and is currently in a Stability Period, as determined by the Plan Sponsor. An Employee will remain eligible throughout the Stability Period regardless of a change in employment status (including, but not limited to, a reduction in hours) provided the individual continues to be an employee in accordance with the Patient Protection and Affordable Care Act (as amended).

The following definitions are associated with the Code Section 4980H (Employer Shared Responsibility) as enacted under the Affordable Care Act:

Administrative Period shall mean a period of time selected by the Employer beginning immediately following the end of the Measurement Period and ending immediately before the start of the associated Stability Period. This period of time is used by the Employer to determine if Variable Hour Employees and/or Ongoing Employees are eligible for coverage and, if so, to make an offer of coverage. The Administrative Period also includes the period between a new Employee's start date and the beginning of the Initial Measurement Period, if the Initial Measurement Period does not begin on the employee's start date. An Administrative Period may not exceed 90 days.

Full-time Employee or Full-time Employment shall mean, with respect to a calendar month, an Employee who is employed an average of at least 30 hours per week with the Employer.

Hour of Service shall mean each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the employer; and each hour for which an Employee is paid, or entitled to payment by the employer for a period of time during which no duties are performed due to vacation, holiday, Illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

Measurement Period shall mean a period of time selected by the Employer during which Variable Hour Employee's and/or Ongoing Employee's Hours of Service are tracked to determine his or her employment status for benefit purposes.

- Initial Measurement Period - for a newly hired Variable Hour Employee, this Measurement Period will start from the date of hire and ends after 12 consecutive months of service.
- Standard Measurement Period - for Ongoing Employees, this Measurement Period will start on January 1 each year and will last for 12 consecutive months.

New Employee shall mean an Employee who has not been employed for at least one complete Standard Measurement Period, or who is treated as a New Employee following a period during which the Employee was credited with zero Hours of Service.

Non-Variable Hour Employee shall mean an Employee reasonably expected at the time of hire to work 30 hours per week.

Ongoing Employee shall mean an Employee who has been employed by the Employer for at least one complete Measurement Period.

Part Time Employee shall mean an Employee, based on the facts and circumstances at the Employee's start date, whose reasonable expectation of average hours per week cannot be determined.

Seasonal Employee shall mean an Employee who is hired into a position for which the customary annual employment is six months or less.

Stability Period shall mean a period selected by the Employer that immediately follows, and is associated with, a Standard Measurement Period or an Initial Measurement Period (and, if elected by the Employer, the Administrative Period associated with that Standard Measurement Period or Initial Measurement Period), and is used by the Employer as part of the Look-back Measurement Method. The Stability Period is a 12 months period in which the Variable Hour Employee's and/or Ongoing Employee's eligibility status is fixed.

Variable Hour Employee shall mean an Employee, based on the facts and circumstances at the Employee's start date, whose reasonable expectation of average hours per week cannot be determined.

"Employer"
"Employer" is Tazewell County.

"Essential Health Benefits"
"Essential Health Benefits" shall mean, under section 1302(b) of the Affordable Care Act, those health benefits to include at least the following general categories and the items and services covered within the categories: ambulatory patient services; Emergency Services; hospitalization; maternity and newborn care; mental health and Substance Use Disorder services, including behavioral health treatment; prescription Drugs; rehabilitative and Habilitative Services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care.

The determination of which benefits provided under the plan are Essential Health Benefits shall be made in accordance with the benchmark plan of the State of Utah as permitted by the Departments of Labor, Treasury, and Health and Human Services.

"Exclusion"
"Exclusion" shall mean conditions or services that this Plan does not cover.

"Experimental" and/or "Investigational"
"Experimental" and/or "Investigational" ("Experimental") shall mean services or treatments that are not widely used or accepted by most practitioners or lack credible evidence to support positive short or long-term outcomes from those services or treatments, and that are not the subject of, or in some manner related to, the conduct of an Approved Clinical Trial, as such term is defined herein; these services are not included under or as Medicare reimbursable procedures, and include services, supplies, care, procedures, treatments or courses of treatment which meet either of the following requirements:

1. Do not constitute accepted medical practice under the standards of the case and by the standards of a reasonable segment of the medical community or government oversight agencies at the time rendered.
2. Are rendered on a research basis as determined by the United States Food and Drug Administration and the AMA's Council on Medical Specialty Societies.

A drug, device, or medical treatment or procedure is Experimental if one of the following requirements is met:

1. If the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished.

2. If reliable evidence shows that the drug, device or medical treatment or procedure is the subject of ongoing Phase I, II, or III clinical trials or under study to determine all of the following:

    a. Maximum tolerated dose.
    b. Toxicity.
    c. Safety.
    d. Efficacy.
    e. Efficacy as compared with the standard means of treatment or Diagnosis.
3. If reliable evidence shows that the consensus among experts regarding the drug, device, or medical treatment or procedure is that further studies or clinical trials are necessary to determine all of the following:

    a. Maximum tolerated dose.
    b. Toxicity.
    c. Safety.
    d. Efficacy.
    e. Efficacy as compared with the standard means of treatment or Diagnosis.

Reliable evidence shall mean one or more of the following:

1. Only published reports and articles in the authoritative medical and scientific literature.
2. The written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, or medical treatment or procedure.
3. The written informed consent used by the treating facility or by another facility studying substantially the same drug, device, or medical treatment or procedure.

Subject to a medical opinion, if no other Food and Drug Administration (FDA) approved treatment is feasible and as a result the Participant faces a life or death medical condition, the Plan Administrator retains discretionary authority to cover the services or treatment.

The Plan Administrator retains maximum legal authority and discretion to determine what is Experimental.

“Family Unit”
“Family Unit” shall mean the Employee and his or her Dependents covered under the Plan.

“FDA”
“FDA” shall mean Food and Drug Administration.

“Final Internal Adverse Benefit Determination”
"Final Internal Adverse Benefit Determination" shall mean an Adverse Benefit Determination that has been upheld by the Plan at the conclusion of the internal claims and appeals process, or an Adverse Benefit Determination with respect to which the internal claims and appeals process has been deemed exhausted.

“FMLA”
“FMLA” shall mean the Family and Medical Leave Act of 1993, as amended.

“FMLA Leave”
“FMLA Leave” shall mean an unpaid, job protected Leave of Absence for certain specified family and medical reasons, which the Company is required to extend to an eligible Employee under the provisions of the FMLA.

“GINA”
“GINA” shall mean the Genetic Information Nondiscrimination Act of 2008 (Public Law No. 110-233), which prohibits group health plans, issuers of individual health care policies, and employers from discriminating on the basis of genetic information.

“Habilitation/Habilitative Services”
“Habilitation/Habilitative Services” shall mean health care services that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age.

These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of Inpatient and/or Outpatient settings.

"Health Savings Account (HSA)"
"Health Savings Account (HSA)" shall mean an account created in connection with a High Deductible Health Plan. The money placed in this account can be used to pay for covered health care costs or saved for future health care costs. The account grows accrues interest.

"High Deductible Health Plan (HDHP)"
"High Deductible Health Plan" shall mean a health plan which has to meet specific federal rules. Participants in a High Deductible Health Plan may be able to put money into a Health Savings Account or health reimbursement arrangement to help pay for health care. The plan Deductible applicable for such plans is generally higher than that of a standard health plan.

"HIPAA"
"HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended.

"Home Health Care"
"Home Health Care" shall mean the continual care and treatment of an individual if all of the following requirements are met:

1. The institutionalization of the individual would otherwise have been required if Home Health Care was not provided.
2. The Home Health Care is the result of an Illness or Injury.

"Home Health Care Agency"
"Home Health Care Agency" shall mean an agency or organization which provides a program of Home Health Care and which meets one of the following requirements:

1. Is a Federally certified Home Health Care Agency and approved as such under Medicare.
2. Meets the established standards and is operated pursuant to applicable laws in the jurisdiction in which it is located and, is licensed and approved by the regulatory authority having the responsibility for licensing, where licensing is required.
3. Meets all of the following requirements:
    a. It is an agency which holds itself forth to the public as having the primary purpose of providing a Home Health Care delivery system bringing supportive services to the home.
    b. It has a full-time administrator.
    c. It maintains written records of services provided to the patient.
    d. Its staff includes at least one Registered Nurse (R.N.) or it has nursing care by a Registered Nurse (R.N.) available.
    e. Its employees are bonded and it provides malpractice insurance.

"Hospital"
"Hospital" shall mean an Institution, accredited by the Joint Commission on Accreditation of Hospitals (sponsored by the AMA and the AHA), under the supervision of a staff of Physicians that maintains diagnostic and therapeutic facilities on premises, for the provision of medical (including Surgical facilities for all Institutions other than those specializing in the care and treatment of mentally ill patients, provided such Institution is accredited as such a facility by the Joint Commission on Accreditation of Hospitals sponsored by the AMA and the AHA), diagnosis, treatment, and care to Injured or sick persons, on an Inpatient basis, with 24 hour a day nursing service by Registered Nurses.

To be deemed a "Hospital," the facility must be duly licensed if it is not a State tax supported Institution, and must not be primarily a place for rest, the aged, and/or a nursing home, custodial, or training institution; or an Institution which is supported in whole or in part by a Federal government fund.

Institutions and/or facilities not deemed to be a "Hospital" in accordance with Medicare, shall not be deemed to be Hospitals for this Plan's purposes.

"Hospital" shall also have the same meaning, where appropriate in context, set forth in the definition of "Ambulatory Surgical Center".

"HRSA"
"HRSA" shall mean Health Resources and Services Administration.

"Illness"
"Illness" shall mean any disorder which does not arise out of, which is not caused or contributed to by, and which is not a consequence of, any employment or occupation for compensation or profit; however, if evidence satisfactory to the Plan is furnished showing that the individual concerned is covered as an Employee under any workers' compensation law, occupational disease law or any other legislation of similar purpose, or under the maritime doctrine of maintenance, wages, and cure, but that the disorder involved is one not covered under the applicable law or doctrine, then such disorder shall, for the purposes of the Plan, be regarded as an Illness.

"Impregnation and Infertility Treatment"
"Impregnation and Infertility Treatment" shall mean any services, supplies or Drugs related to the Diagnosis or treatment of infertility.

"Incurred"
A Covered Expense is "Incurred" on the date the service is rendered or the supply is obtained. With respect to a course of treatment or procedure which includes several steps or phases of treatment, Covered Expenses are Incurred for the various steps or phases as the services related to each step are rendered and not when services relating to the initial step or phase are rendered. More specifically, Covered Expenses for the entire procedure or course of treatment are not Incurred upon commencement of the first stage of the procedure or course of treatment.

"Independent Freestanding Emergency Department"
"Independent Freestanding Emergency Department" means a health care facility that is geographically separate and distinct, and licensed separately, from a Hospital under applicable state law, and which provides any Emergency Services.

"Injury"
"Injury" shall mean an Accidental Bodily Injury, which does not arise out of, which is not caused or contributed to by, and which is not a consequence of, any employment or occupation for compensation or profit.

"Inpatient"
"Inpatient" shall mean a Participant who receives care as a registered and assigned bed patient while confined in a Hospital, other than in its outpatient department, where a room and board is charged by the Hospital.

"Institution"
"Institution" shall mean a facility created and/or maintained for the purpose of practicing medicine and providing organized health care and treatment to individuals, operating within the scope of its license, such as a Hospital, Ambulatory Surgical Center, Psychiatric Hospital, community mental health center, Residential Treatment Facility, psychiatric treatment facility, Substance Use Disorder Treatment Center, alternative birthing center, or any other such facility that the Plan approves.

"Intensive Care Unit"
"Intensive Care Unit" shall have the same meaning set forth in the definition of "Cardiac Care Unit".

"Intensive Outpatient Services"
"Intensive Outpatient Services" shall mean programs that have the capacity for planned, structured, service provision of at least two hours per day and three days per week. The range of services offered could include group, individual, family or multi-family group psychotherapy, psychoeducational services, and medical monitoring. These services would include multiple or extended treatment/rehabilitation/counseling visits or professional supervision and support. Program models include structured "crisis intervention programs," "psychiatric or psychosocial rehabilitation," and some "day treatment".

"Leave of Absence"
"Leave of Absence" shall mean a period of time during which the Employee must be away from his or her primary job with the Employer, while maintaining the status of Employee during said time away from work, generally requested

by an Employee and having been approved by his or her Participating Employer, and as provided for in the Participating Employer's rules, policies, procedures and practices where applicable.

"Legal Separation" and/or "Legally Separated"
"Legal Separation" and/or "Legally Separated" shall mean an arrangement under the applicable state laws to remain married but maintain separate lives, pursuant to a valid court order.

"Mastectomy"
"Mastectomy" shall mean the Surgery to remove all or part of breast tissue as a way to treat or prevent breast cancer.

"Maximum Allowable Charge"
The "Maximum Allowable Charge" shall mean the amount payable for a specific covered item under this Plan. The Maximum Allowable Charge will be a negotiated rate, if one exists.

For claims subject to the No Surprises Act (see "No Surprises Act – Emergency Services and Surprises Bills" within the section "Summary of Benefits,") if no negotiated rate exists, the Maximum Allowable Charge will be:

- An amount determined by an applicable all-payer model agreement; or
- If no such amount exists, an amount determined by applicable state law; or
- If neither such amount exists, an amount deemed payable by a Certified IDR Entity or a court of competent jurisdiction, if applicable.

If none of the above factors is applicable, the Plan Administrator will exercise its discretion to determine the Maximum Allowable Charge based on any of the following: Medicare reimbursement rates, Medicare cost data, amounts actually collected by Providers in the area for similar services, or average wholesale price (AWP) or manufacturer's retail pricing (MRP). These ancillary factors will take into account generally-accepted billing standards and practices.

When more than one treatment option is available, and one option is no more effective than another, the least costly option that is no less effective than any other option will be considered within the Maximum Allowable Charge. The Maximum Allowable Charge will be limited to an amount which, in the Plan Administrator's discretion, is charged for services or supplies that are not unreasonably caused by the treating Provider, including errors in medical care that are clearly identifiable, preventable, and serious in their consequence for patients. A finding of Provider negligence or malpractice is not required for services or fees to be considered ineligible pursuant to this provision.

"Medical Child Support Order"
"Medical Child Support Order" shall mean any judgment, decree or order (including approval of a domestic relations settlement agreement) issued by a court of competent jurisdiction that meets one of the following requirements:

1. Provides for child support with respect to a Participant's Child or directs the Participant to provide coverage under a health benefits plan pursuant to a State domestic relations law (including a community property law).
2. Is made pursuant to a law relating to medical child support described in §1908 of the Social Security Act (as added by Omnibus Budget Reconciliation Act of 1993 §13822) with respect to a group health plan.

"Medical Record Review"
"Medical Record Review" is the process by which the Plan, based upon a Medical Record Review and audit, determines that a different treatment or different quantity of a Drug or supply was provided which is not supported in the billing, then the Plan Administrator may determine the Maximum Allowable Charge according to the Medical Record Review and audit results.

"Medically Necessary"
"Medically Necessary", "Medical Necessity" and similar language refers to health care services ordered by a Physician exercising prudent clinical judgment provided to a Participant for the purposes of evaluation, Diagnosis or treatment of that Participant's Illness or Injury. Such services, to be considered Medically Necessary, must be clinically appropriate in terms of type, frequency, extent, site and duration for the Diagnosis or treatment of the Participant's Illness or Injury. The Medically Necessary setting and level of service is that setting and level of service which, considering the Participant's medical symptoms and conditions, cannot be provided in a less intensive medical setting. Such services, to be considered Medically Necessary must be no more costly than alternative interventions,

including no intervention and are at least as likely to produce equivalent therapeutic or diagnostic results as to the Diagnosis or treatment of the Participant's Illness or Injury without adversely affecting the Participant's medical condition. The service must meet all of the following requirements:

1. Its purpose must be to restore health.
2. It must not be primarily custodial in nature.
3. It is ordered by a Physician for the Diagnosis or treatment of an Illness or Injury. The Plan reserves the right to incorporate CMS guidelines in effect on the date of treatment as additional criteria for determination of Medical Necessity and/or a Covered Expense.

For Hospital stays, this means that acute care as an Inpatient is necessary due to the kind of services the Participant is receiving or the severity of the Participant's condition and that safe and adequate care cannot be received as an Outpatient or in a less intensified medical setting. The mere fact that the service is furnished, prescribed or approved by a Physician does not necessarily mean that it is "Medically Necessary". In addition, the fact that certain services are specifically excluded from coverage under this Plan because they are not "Medically Necessary" does not mean that all other services are "Medically Necessary".

To be Medically Necessary, all of these criteria must be met. Merely because a Physician or Dentist recommends, approves, or orders certain care does not mean that it is Medically Necessary. The determination of whether a service, supply, or treatment is or is not Medically Necessary may include findings of the American Medical Association and the Plan Administrator's own medical advisors. The Plan Administrator has the discretionary authority to decide whether care or treatment is Medically Necessary.

"Medically Necessary Leave of Absence"
"Medically Necessary Leave of Absence" shall mean a Leave of Absence by a full-time student Dependent at a postsecondary educational institution that meets all of the following requirements:

1. Commences while such Dependent is suffering from an Illness or Injury.
2. Is Medically Necessary.
3. Causes such Dependent to lose student status for purposes of coverage under the terms of the Plan.

"Medicare"
"Medicare" shall mean the Federal program by which health care is provided to individuals who are 65 or older, certain younger individuals with disabilities, and individuals with End-Stage Renal Disease, administered in accordance with parameters set forth by the Centers for Medicare and Medicaid Services (CMS) and Title XVIII of the Social Security Act of 1965, as amended, by whose terms it was established.

"Mental Health Parity Act of 1996 (MHPA) and Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), Collectively, the Mental Health Parity Provisions "
"The Mental Health Parity Provisions" shall mean in the case of a group health plan (or health insurance coverage offered in connection with such a plan) that provides both medical and surgical benefits and mental health or Substance Use Disorder benefits, such plan or coverage shall ensure that all of the following requirements are met:

1. The financial requirements applicable to such mental health or Substance Use Disorder benefits are no more restrictive than the predominant financial requirements applied to substantially all medical and surgical benefits covered by the Plan (or coverage).
2. There are no separate cost sharing requirements that are applicable only with respect to mental health or Substance Use Disorder benefits, if these benefits are covered by the group health plan (or health insurance coverage is offered in connection with such a plan).
3. The treatment limitations applicable to such mental health or Substance Use Disorder benefits are no more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by the Plan (or coverage).
4. There are no separate treatment limitations that are applicable only with respect to mental health or Substance Use Disorder benefits, if these benefits are covered by the group health plan (or health insurance coverage is offered in connection with such a plan).

"Mental Disorder," "Behavioral Disorder," or "Neurodevelopmental Disorder"
"Mental Disorder," "Behavioral Disorder," or "Neurodevelopmental Disorder" shall mean any Illness or condition, regardless of whether the cause is organic, that is classified as a Mental Disorder, Behavioral Disorder, or

Neurodevelopmental Disorder in the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services, or is listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association or other relevant State guideline or applicable sources.

"National Medical Support Notice" or "NMSN"
"National Medical Support Notice" or "NMSN" shall mean a notice that contains all of the following information:

1. The name of an issuing State child support enforcement agency.
2. The name and mailing address (if any) of the Employee who is a Participant under the Plan or eligible for enrollment.
3. The name and mailing address of each of the Alternate Recipients (i.e., the Child or Children of the Participant) or the name and address of a State or local official may be substituted for the mailing address of the Alternate Recipients(s).
4. Identity of an underlying child support order.

"Network" or "In-Network"
"Network" or "In-Network" shall mean the facilities, providers and suppliers who have by contract via a medical Provider Network agreed to allow the Plan access to discounted fees for service(s) provided to Participants, and by whose terms the Network's Providers have agreed to accept assignment of benefits and the discounted fees thereby paid to them by the Plan as payment in full for Covered Expenses. The applicable Provider Network will be identified on the Participant's identification card.

"No-Fault Auto Insurance"
"No-Fault Auto Insurance" is the basic reparations provision of a law or automobile insurance policy providing for payments without determining fault in connection with automobile Accidents.

"Non-Network" or "Out-of-Network"
"Non-Network" or "Out-of-Network" shall mean the facilities, Providers and suppliers that do not have an agreement with a designated Network to provide care to Participants.

"Nurse"
"Nurse" shall mean an individual who has received specialized nursing training and is authorized to use the designation Registered Nurse (R.N.), Licensed Vocational Nurse (L.V.N.) or Licensed Practical Nurse (L.P.N.), and who is duly licensed by the State or regulatory agency responsible for such license in the State in which the individual performs the nursing services.

"Open Enrollment Period"
"Open Enrollment Period" shall mean the time frame specified by the Plan Administrator.

"Other Plan" shall mean any group health plan or health insurance coverage as defined in 42 U.S. Code § 300gg-91 from which a Participant is entitled to benefits.

"Out-of-Area"
"Out-of-Area" shall mean services received by a Participant outside of the normal geographic area supported by the Plan's Network, as determined by the Plan Administrator, at the time each Participant becomes eligible for coverage under this Plan.

"Outpatient"
"Outpatient" shall mean treatment including services, supplies, and medicines provided and used at a Hospital under the direction of a Physician to a person not admitted as a registered bed patient; or services rendered in a Physician's office, laboratory, or x-ray facility, an Ambulatory Surgical Center, or the patient's home.

"Partial Hospitalization"
"Partial Hospitalization" shall mean medically directed intensive, or intermediate short-term mental health and Substance Use Disorder treatment, for a period of less than twenty-four (24) hours but more than four (4) hours in a day in a licensed or certified facility or program.

"Participant"
"Participant" shall mean any Employee, Dependent, individual that is covered under the Plan through COBRA continuation, or retiree who is eligible for benefits (and enrolled) under the Plan.

"Participating Health Care Facility"
"Participating Health Care Facility" shall mean a Hospital or Hospital Outpatient department, critical access Hospital, Ambulatory Surgical Center, or other Provider as required by law, which has a direct or indirect contractual relationship with the Plan with respect to the furnishing of a healthcare item or service. A single direct contract or case agreement between a health care facility and a plan constitutes a contractual relationship for purposes of this definition with respect to the parties to the agreement and particular individual(s) involved.

"Patient Protection and Affordable Care Act (PPACA)"
The "Patient Protection and Affordable Care Act (PPACA)" means the health care reform law enacted in March 2010, Public Law 111-148; PPACA, together with the Health Care and Education Reconciliation Act, is commonly referred to as Affordable Care Act (ACA). (See "Affordable Care Act").

"Physician"
"Physician" shall mean a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Dental Surgery (D.D.S.), Doctor of Podiatry (D.P.M.), Doctor of Chiropractic (D.C.), Psychologist (Ph.D.), Audiologist, Certified Nurse Anesthetist, Licensed Professional Counselor, Licensed Professional Physical Therapist, Master of Social Work (M.S.W.), Occupational Therapist, Physiotherapist, Speech Language Pathologist, psychiatrist, midwife, and any other practitioner of the healing arts who is licensed and regulated by a State or Federal agency, acting within the scope of that license.

"Plan Year"
"Plan Year" shall mean a period commencing on the Effective Date or any anniversary of the adoption of this Plan and continuing until the next succeeding anniversary.

"Pre-Admission Tests"
"Pre-Admission Tests" shall mean those medical tests and Diagnostic Services completed prior to a scheduled procedure, including Surgery, or scheduled admissions to the Hospital or Inpatient health care facility provided that all of the following requirements are met:

1. The Participant obtains a written order from the Physician.
2. The tests are approved by both the Hospital and the Physician.
3. The tests are performed on an Outpatient basis prior to Hospital admission.
4. The tests are performed at the Hospital into which confinement is scheduled, or at a qualified facility designated by the Physician who will perform the procedure or Surgery.

"Pregnancy"
"Pregnancy" shall mean a physical state whereby a woman presently bears a child or children in the womb, prior to but likely to result in childbirth, miscarriage and/or non-elective abortion. Pregnancy is considered an Illness for the purpose of determining benefits under this Plan.

"Preventive Care"
"Preventive Care" shall mean certain Preventive Care services.

To comply with the ACA, and in accordance with the recommendations and guidelines, plans shall provide In-Network coverage for all of the following:

1. Evidence-based items or services rated A or B in the United States Preventive Services Task Force recommendations.
2. Recommendations of the Advisory Committee on Immunization Practices adopted by the Director of the Centers for Disease Control and Prevention.
3. Comprehensive guidelines for infants, children, and adolescents supported by the Health Resources and Services Administration (HRSA).
4. Comprehensive guidelines for women supported by the Health Resources and Services Administration (HRSA).

Copies of the recommendations and guidelines may be found at the following websites:

https://www.healthcare.gov/coverage/preventive-care-benefits/;
https://www.uspreventiveservicestaskforce.org/uspstf/recommendation-topics;
https://www.cdc.gov/vaccines/hcp/acip-recs/index.html;
https://www.aap.org/periodicityschedule;
https://www.hrsa.gov/womensguidelines/.

For more information, Participants may contact the Plan Administrator / Employer.

"Primary Care Physician (PCP)"
"Primary Care Physician" shall mean family practitioners, general practitioners, internists, OBGYNs, pediatricians, and office-based nurse practitioners, physician's assistants, licensed professional counselors, licensed certified professional counselors, certified chemical dependency counselors, or licensed clinical social workers. All other Physicians are considered specialists.

"Prior Plan"
"Prior Plan" shall mean the coverage provided on a group or group type basis by the group insurance policy, benefit plan or service plan that was terminated on the day before the Effective Date of the Plan and replaced by the Plan.

"Prior to Effective Date" or "After Termination Date"
"Prior to Effective Date" or "After Termination Date" are dates occurring before a Participant gains eligibility from the Plan, or dates occurring after a Participant loses eligibility from the Plan (unless continuation of benefits applies).

"Privacy Standards"
"Privacy Standards" shall mean the applicable standards for the privacy of individually identifiable health information, pursuant to HIPAA.

"Provider"
"Provider" shall mean an entity whose primary responsibility is related to the supply of medical care. Each Provider must be licensed, registered, or certified by the appropriate State agency where the medical care is performed, as required by that State's law where applicable. Where there is no applicable State agency, licensure, or regulation, the Provider must be registered or certified by the appropriate professional body. The Plan Administrator may determine that an entity is not a "Provider" as defined herein if that entity is not deemed to be a "Provider" by the Centers for Medicare and Medicaid Services (CMS) for purposes arising from payment and/or enrollment with Medicare; however, the Plan Administrator is not so bound by CMS' determination of an entity's status as a Provider. All facilities must meet the standards as set forth within the applicable definitions of the Plan as it relates to the relevant provider type.

"Psychiatric Hospital"
"Psychiatric Hospital" shall mean an Institution, appropriately licensed as a Psychiatric Hospital, established for the primary purpose of providing diagnostic and therapeutic psychiatric services for the treatment of mentally ill persons either by, or under the supervision of, a Physician. As such, to be deemed a "Psychiatric Hospital", the Institution must ensure every patient is under the care of a Physician and their staffing pattern must ensure the availability of a Registered Nurse 24 hours each day. Should the Institution fail to maintain clinical medical records on all patients permitting the determination of the degree and intensity of treatment to be provided, that Institution will not be deemed to be a "Psychiatric Hospital".

To be deemed a "Psychiatric Hospital," the Institution must be duly licensed and must not be primarily a place for rest, the aged, and/or a nursing home, custodial, or training institution.

"Qualified Medical Child Support Order" or "QMCSO"
"Qualified Medical Child Support Order" or "QMCSO" shall mean a Medical Child Support Order, in accordance with applicable law, and which creates or recognizes the existence of an Alternate Recipient's right to, or assigns to an Alternate Recipient the right to, receive benefits for which a Participant or eligible Dependent is entitled under this Plan.

"Qualifying Payment Amount"
"Qualifying Payment Amount" means the median of the contracted rates recognized by the Plan, or recognized by all plans serviced by the Plan's Third Party Administrator (if calculated by the Third Party Administrator), for the same or a similar item or service provided by a Provider in the same or similar specialty in the same geographic region. If there are insufficient (meaning fewer than three) contracted rates available to determine a Qualifying Payment Amount, said amount will be determined by referencing a state all-payer claims database or, if unavailable, any eligible third-party database in accordance with applicable law.

"Recognized Amount"
"Recognized Amount" shall mean, except for Non-Network air ambulance services, an amount determined under an applicable all-payer model agreement, or if unavailable, an amount determined by applicable state law. If no such amounts are available or applicable and for Non-Network air ambulance services generally, the Recognized Amount shall mean the lesser of a Provider's billed charge or the Qualifying Payment Amount.

"Rehabilitation"
"Rehabilitation" shall mean treatment(s) designed to facilitate the process of recovery from Injury or Illness to as normal a condition as possible.

"Rehabilitation Hospital"
"Rehabilitation Hospital" shall mean an appropriately licensed Institution, which is established in accordance with all relevant Federal, State and other applicable laws, to provide therapeutic and restorative services to individuals seeking to maintain, reestablish, or improve motor-skills and other functioning deemed Medically Necessary for daily living, that have been lost or impaired due to Illness and/or Injury. To be deemed a "Rehabilitation Hospital", the Institution must be legally constituted, operated, and accredited for its stated purpose by either the Joint Commission on Accreditation of Hospitals or the Commission on Accreditation for Rehabilitation Facilities, as well as approved for its stated purpose by the Centers for Medicare and Medicaid Services (CMS) for Medicare purposes.

To be deemed a "Rehabilitation Hospital", the Institution must be duly licensed and must not be primarily a place for rest, the aged, and/or a nursing home, custodial, or training institution.

"Residential Treatment Facility"
"Residential Treatment Facility" shall mean a facility licensed or certified as such by the jurisdiction in which it is located to operate a program for the treatment and care of Participants diagnosed with alcohol, drug or Substance Use Disorders or mental illness.

"Room and Board"
"Room and Board" shall mean a Hospital's charge for any of the following:

1. Room and complete linen service.
2. Dietary service including all meals, special diets, therapeutic diets, required nourishment's, dietary supplements and dietary consultation.
3. All general nursing services including but not limited to coordinating the delivery of care, supervising the performance of other staff members who have delegated member care and member education.
4. Other conditions of occupancy which are Medically Necessary.

"Security Standards"
"Security Standards" shall mean the final rule implementing HIPAA's Security Standards for the Protection of Electronic Protected Health Information (PHI), as amended.

"Service Waiting Period"
"Service Waiting Period" shall mean an interval of time that must pass before an Employee or Dependent is eligible to enroll under the terms of the Plan. The Employee must be a continuously Active Employee of the Employer during this interval of time.

"Skilled Nursing Facility"
"Skilled Nursing Facility" shall mean a facility that fully meets all of the following requirements:

1. It is licensed to provide professional nursing services on an Inpatient basis to persons convalescing from Injury or Illness. The service must be rendered by a Registered Nurse (R.N.) or by a Licensed

Practical Nurse (L.P.N.) under the direction of a Registered Nurse. Services to help restore patients to self-care in essential daily living activities must be provided.
2. Its services are provided for compensation and under the full-time supervision of a Physician.
3. It provides 24 hour per day nursing services by licensed nurses, under the direction of a full-time Registered Nurse.
4. It maintains a complete medical record on each patient.
5. It has an effective utilization review plan.
6. It is not, other than incidentally, a place for rest, the aged, Custodial Care, or educational care.
7. It is approved and licensed by Medicare.

"Specialty Drug(s)"
"Specialty Drug(s)" shall mean high-cost prescription medications used to treat complex, chronic conditions including, but not limited to cancer, rheumatoid arthritis and multiple sclerosis. Specialty Drugs often require special handling (like refrigeration during shipping) and administration (such as injection or infusion). Please contact the Prescription Drug Plan Administrator to determine specific drug coverage.

"Substance Use Disorder"
"Substance Use Disorder" shall mean any disease or condition that is classified as a Substance Use Disorder as listed in the current edition of the International Classification of Diseases, published by the U.S. Department of Health and Human Services, as listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association, or other relevant State guideline or applicable sources.

"Substance Use Disorder Treatment Center"
"Substance Use Disorder Treatment Center" shall mean an Institution whose facility is licensed, certified or approved as a Substance Use Disorder Treatment Center by a Federal, State, or other agency having legal authority to so license; which is affiliated with a Hospital and whose primary purpose is providing diagnostic and therapeutic services for treatment of Substance Use Disorder. To be deemed a "Substance Use Disorder Treatment Center", the Institution must have a contractual agreement with the affiliated Hospital by which a system for patient referral is established and monitored by a Physician. Where applicable, the "Substance Use Disorder Treatment Center" must also be appropriately accredited by the Joint Commission on Accreditation of Hospitals.

"Surgery"
"Surgery" shall in the Plan Administrator's discretion mean the treatment of Injuries or disorders of the body by incision or manipulation, especially with instruments designed specifically for that purpose, and the performance of generally accepted operative and cutting procedures, performed within the scope of the Provider's license.

"Surgical Procedure"
"Surgical Procedure" shall have the same meaning set forth in the definition of "Surgery."

"Third Party Administrator"
"Third Party Administrator" shall mean the claims administrator which provides customer service and claims payment services only and does not assume any financial risk or obligation with respect to those claims. The Third Party Administrator is not an insurer of health benefits under this Plan, is not a fiduciary of the Plan, and does not exercise any of the discretionary authority and responsibility granted to the Plan Administrator. The Third Party Administrator is not responsible for Plan financing and does not guarantee the availability of benefits under this Plan.

"Uniformed Services"
"Uniformed Services" shall mean the Armed Forces, the Army National Guard and the Air National Guard, when engaged in active duty for training, inactive duty training, or full time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or Emergency.

"USERRA"
"USERRA" shall mean the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

"Usual and Customary"
Usual and Customary shall mean, with respect to a Preferred Provider, the in-network negotiated maximum charge amount. Usual and Customary shall mean, with respect to a non-Preferred Provider for non-emergency department

treatment, the lesser of the Provider's billed charge or a reasonable compensation amount. The reasonable compensation amount is determined by Data iSight in accordance with its standard practices and procedures and based on one or more of the following:

1. Using current publicly-available data reflecting fees typically reimbursed to providers for professional services, adjusted for geographical differences, where applicable;
2. Using current publicly-available data reflecting the costs for facilities providing the same or similar services, adjusted for geographical differences plus a margin factor, where applicable; or
3. Using an amount negotiated with the provider for the specific services provided.

For emergency department treatment, Usual and Customary with respect to a non-Preferred Provider shall mean the greater of:

1. The amount calculated using the above methodology;
2. The median rate negotiated with Preferred Providers; or
3. The fee paid by Medicare for the same services.

“Utilization Review Manager”
“Utilization Review Manager” shall mean a team of medical care professionals selected to conduct pre-certification review, emergency admission review, continued stay review, discharge planning, patient consultation, and case management. For more information, see the Utilization Management section of this document.

All other defined terms in this Plan Document shall have the meanings specified in the Plan Document where they appear.

GENERAL LIMITATIONS AND EXCLUSIONS

Some health care services are not covered by the Plan. Coverage is not available from the Plan for charges arising from care, supplies, treatment, and/or services:

Acupuncture. Relating directly or indirectly to acupuncture, including acupuncture provided in lieu of anesthetic.

Administrative Costs. That are solely for and/or applicable to administrative costs of completing claim forms or reports or for providing records wherever allowed by applicable law and/or regulation. This exclusion does not apply to forms, reports or records required for the determination or payment of claims for services under this Plan.

After the Termination Date. That are Incurred by the Participant on or after the date coverage terminates, even if payments have been predetermined for a course of treatment submitted before the termination date, unless otherwise deemed to be covered in accordance with the terms of the Plan or applicable law and/or regulation.

Alcohol. Involving a Participant who has taken part in any activity made illegal due to the felony use of alcohol or felony state of intoxication. This exclusion does not apply if the Injury (a) resulted from being the victim of an act of domestic violence, or (b) resulted from a documented medical condition (including both physical and mental health conditions), even if the condition is not diagnosed before the Injury.

Alternative Medicine. For holistic or homeopathic treatment, naturopathic services, and thermography, including drugs.

Biofeedback. For biofeedback.

Broken Appointments. That are charged solely due to the Participant's having failed to honor an appointment.

Cochlear Implants. Charges for cochlear implants.

Complications of Non-Covered Services. That are required as a result of complications from a service not covered under the Plan, unless expressly stated otherwise.

Confined Persons. That are for services, supplies, and/or treatment of any Participant that were Incurred while confined and/or arising from confinement in a prison, jail or other penal institution with said confinement exceeding 23 consecutive hours.

Cosmetic Surgery. That are Incurred in connection with the care and/or treatment of Surgical Procedures which are performed for plastic, reconstructive or cosmetic purposes or any other service or supply which are primarily used to improve, alter or enhance appearance, whether or not for psychological or emotional reasons, except to the extent where it is needed for: (a) repair or alleviation of damage resulting from an Accident; (b) because of infection or Illness; (c) because of congenital disease, developmental condition or anomaly of a covered Dependent Child which has resulted in a functional defect. A treatment will be considered cosmetic for either of the following reasons: (a) its primary purpose is to beautify or (b) there is no documentation of a clinically significant impairment, meaning decrease in function or change in physiology due to Injury, Illness or congenital abnormality. The term "cosmetic services" includes those services which are described in IRS Code Section 213(d)(9).

Custodial Care. That do not restore health or are provided mainly as a rest cure or for maintenance care, unless specifically mentioned otherwise.

Deductible. That are amounts applied toward satisfaction of Deductibles and expenses that are defined as the Participant's responsibility in accordance with the terms of the Plan.

Detoxification. Treatment solely for detoxification or primarily for maintenance care. Such care is not considered effective treatment. Detoxification is care aimed primarily at overcoming the effects of a specific drinking or drug episode. Maintenance care consists of the providing of an alcohol-free or drug-free environment.

Education or Training Program. Performed by a Physician or other Provider enrolled in an education or training program when such services are related to the education or training program, except as specifically provided herein.

Examinations. Any health examination required by any law of a government to secure insurance or school admissions or professional or other licenses, except as required under applicable federal law, or unless specifically noted in the Summary of Benefits.

Excess. That exceed(s) Plan limits, set forth herein and including (but not limited to) the Maximum Allowable Charge in the Plan Administrator's discretion and as determined by the Plan Administrator, in accordance with the Plan terms as set forth by and within this document.

Experimental. That are Experimental or Investigational.

Foreign Travel. That are received outside of the United States if travel is for the purpose of obtaining medical services, unless otherwise approved by the Plan Administrator.

Gender-Affirming Care. The Plan does not cover the following gender-affirming services:

- Gender-affirming surgery/ies

Gene [and Cellular] Therapy. Expenses related to gene [and cellular] therapy unless otherwise stated as covered.

Government. That the Participant obtains, but which is paid, may be paid, is provided or could be provided at no cost to the Participant through any program or agency, in accordance with the laws or regulations of any government, or where care is provided at government expense, unless there is a legal obligation for the Participant to pay for such treatment or service in the absence of coverage. This Exclusion does not apply when otherwise prohibited by law, including laws applicable to Medicaid and Medicare.

Government-Operated Facilities. That meet the following requirements:

1. That are furnished to the Participant in any veteran's Hospital, military Hospital, Institution or facility operated by the United States government or by any State government or any agency or instrumentality of such governments.
2. That can be paid for by any government agency, even if the patient waives his rights to those services or supplies.

NOTE: *This Exclusion does not apply to treatment of non-service related disabilities or for Inpatient care provided in a military or other Federal government Hospital to Dependents of active duty armed service personnel or armed service retirees and their Dependents. This Exclusion does not apply where otherwise prohibited by law.*

Hair Pieces. For wigs, artificial hair pieces, human or artificial hair transplants, or any Drug, prescription or otherwise, used to eliminate baldness. ***NOTE:*** *This Exclusion does not apply to hair pieces and wigs that are covered under the Plan for patients who are undergoing chemotherapy/radiation therapy, for alopecia, or for burns*.

Hazardous Pursuit, Hobby or Activity. That are of an Injury or Illness that results from engaging in a hazardous pursuit, hobby or activity. A pursuit, hobby or activity is hazardous if it involves or exposes an individual to risk of a degree or nature not customarily undertaken in the course of the Participant's customary occupation or if it involves leisure time activities commonly considered as involving unusual or exceptional risks, characterized by a constant threat of danger or risk of bodily harm **including but not limited to:** hang gliding, skydiving, bungee jumping, parasailing, use of all-terrain vehicles, rock climbing, use of explosives, automobile racing, motorcycle racing, aircraft racing, or speed boat racing, reckless operation of a vehicle or other machinery, and travel to countries with advisory warnings.

Hearing Aids. For hearing aids and the exams for fitting, and/or repair of hearing aids.

Hypnosis. Related to the use of hypnosis.

Illegal Acts. Services received as a result of Injury or Illness caused by or contributed to by engaging in an illegal act (felony) or occupation; by committing or attempting to commit any crime, criminal act, assault or other felonious

behavior; or by participating in a riot or public disturbance. This exclusion does not apply if the Injury (a) resulted from being the victim of an act of domestic violence, or (b) resulted from a documented medical condition (including both physical and mental health conditions), even if the condition is not diagnosed before the Injury.

Illegal Drugs or Medications. That are services, supplies, care or treatment to a Participant for Injury or Illness Incurred while Participant was voluntarily taking of or being under the influence of any controlled substance, drug, hallucinogen or narcotic not administered on the advice of a Physician, or of any Schedule I substance, even if administered on the advice of a Physician and/or legal under the law of the state where the Participant lives, even if the cause of the Illness or Injury is not related to the use of the controlled substance, drug, hallucinogen or narcotic. Expenses will be covered for Injured Participants other than the person using controlled substances and expenses will be covered for Substance Use Disorder treatment as specified in this Plan. This Exclusion does not apply if the Injury (a) resulted from being the victim of an act of domestic violence, or (b) resulted from a documented medical condition (including both physical and mental health conditions), even if the condition is not diagnosed before the Injury.

Immediate Family Member. That are rendered by a member of the immediate Family Unit or person regularly residing in the same household, whether the relationship is by blood or exists in law.

Implantable Hearing Devices. For services or supplies in connection with implantable hearing devices, including, but not limited to, cochlear implants and exams for their fitting.

Incurred by Other Persons. That are expenses actually Incurred by other persons.

Long Term Care. That are related to long term care.

Marijuana. For marijuana or marijuana-derived substances or compounds (like THC/CBD), even if the Participant has a prescription and marijuana is legal in the state in which he or she lives.

Medical Necessity. That are not Medically Necessary and/or arise from services and/or supplies that are not Medically Necessary.

Military Service. That are related to conditions determined by the Veteran's Administration to be connected to active service in the military of the United States, except to the extent prohibited or modified by law.

Negligence. That are for Injuries resulting from negligence, misfeasance, malfeasance, nonfeasance or malpractice on the part of any caregiver, Institution, or Provider, as determined by the Plan Administrator, in its discretion, in light of applicable laws and evidence available to the Plan Administrator.

No Coverage. That are Incurred at a time when no coverage is in force for the applicable Participant and/or Dependent.

No Legal Obligation. That are for services provided to a Participant for which the Provider of a service does not and/or would not customarily render a direct charge, or charges Incurred for which the Participant or Plan has no legal obligation to pay, or for which no charges would be made in the absence of this coverage, including but not limited to charges for services not actually rendered, fees, care, supplies, or services for which a person, company or any other entity except the Participant or the Plan, may be liable for necessitating the fees, care, supplies, or services.

Non-Prescription Drugs. That are for drugs for use outside of a Hospital or other Inpatient facility that can be purchased over-the-counter and without a Physician's written prescription. Drugs for which there is a non-prescription equivalent available. This does not apply to the extent the non-prescription drug must be covered under Preventive Care, subject to the Affordable Care Act and FFCRA, as amended.

Not Acceptable. That are not accepted as standard practice by the American Medical Association (AMA), American Dental Association (ADA), or the Food and Drug Administration (FDA).

Not Covered Provider. That are performed by Providers that do not satisfy all the requirements per the Provider definition as defined within this Plan.

Not Specified as Covered. That are not specified as covered under any provision of this Plan.

Nutritional Supplements. For nutritional supplements, except as specified under Preventive Care.

Occupational. That are for any condition, Illness, Injury or complication thereof arising out of or in the course of employment, including self-employment, or an activity for wage or profit, where workers' compensation or another form of occupational injury medical coverage is available.

Orthopedic Shoes. For orthopedic shoes, unless they are an integral part of a leg brace and the cost is included in the orthotist's charge, and other supportive devices for the feet.

Osseous Surgery. For osseous surgery.

Other than Attending Physician. That are other than those certified by a Physician who is attending the Participant as being required for the treatment of Injury and performed by an appropriate Provider.

Personal Convenience Items. For equipment that does not meet the definition of Durable Medical Equipment, including air conditioners, humidifiers and exercise equipment, whether or not recommended by a Physician.

Personal Injury Insurance. That are in connection with an automobile accident for which benefits payable hereunder are, or would be otherwise covered by, mandatory no-fault automobile insurance or any other similar type of personal injury insurance required by state or federal law, without regard to whether or not the Participant actually had such mandatory coverage. Any claims which arise in connection with an automobile accident for which the policy provides an option for medical coverage are excluded. Benefits will be excluded to the maximum amount of first party medical coverage available under the applicable state law, regardless of a Participant's election of lesser coverage. This Exclusion does not apply if the Injured person is a passenger in a non-family owned vehicle or a pedestrian.

Postage, Shipping, Handling Charges, Etc. That are for any postage, shipping or handling charges which may occur in the transmittal of information to the Third Party Administrator; including interest or financing charges.

Prior to Coverage. That are rendered or received prior to or after any period of coverage hereunder, except as specifically provided herein.

Professional (and Semi-Professional) Athletics (Injury/Illness). That are in connection with any Injury or Illness arising out of or in the course of any employment for wage or profit; or related to professional or semi-professional athletics, including practice.

Prohibited by Law. That are themselves prohibited by applicable law, in general or within the context of the course of treatment, or to the extent that payment under this Plan is prohibited by applicable law.

Provider Error. That are required as a result of unreasonable Provider error.

Repair of Purchased Equipment. For maintenance and repairs needed due to misuse or abuse of purchased equipment.

Replacement Braces. For replacement of braces of the leg, arm, back, neck, or artificial arms or legs, unless there is sufficient change in the Participant's physical condition to make the original device no longer functional.

Routine Patient Costs for Participation in an Approved Clinical Trial.
For routine patient costs for participation in an Approved Clinical Trial. The following items are excluded from approved clinical trial coverage under this Plan:

1. The cost of an Investigational new drug or device that is not approved for any indication by the U.S. Food and Drug Administration, including a drug or device that is the subject of the Approved Clinical Trial.
2. The cost of a service that is not a health care service, regardless of whether the service is required in connection with participation in an Approved Clinical Trial.
3. The cost of a service that is clearly inconsistent with widely accepted and established standards of care for a particular Diagnosis.
4. A cost associated with managing an Approved Clinical Trial.

5. The cost of a health care service that is specifically excluded by the Plan.
6. Services that are part of the subject matter of the Approved Clinical Trial and that are customarily paid for by the research institution conducting the Approved Clinical Trial.

If one or more participating Providers do participate in the Approved Clinical Trial, the qualified plan Participant must participate in the Approved Clinical Trial through a participating, Network Provider, if the Provider will accept the Participant into the trial.

The Plan does not cover routine patient care services that are provided outside of this Plan's health care Provider Network unless Non-Network benefits are otherwise provided under this Plan.

Sterilization Reversal. For sterilization procedure reversal.

Subrogation, Reimbursement, and/or Third Party Responsibility. That are for an Illness or Injury not payable by virtue of the Plan's subrogation, reimbursement, and/or third party responsibility provisions.

Temporomandibular Joint Disorder. For the Diagnosis and treatment of, or in connection with, temporomandibular joint disorders, myofascial pain dysfunction or orthognathic treatment.

Tobacco Smoking Cessation. For nicotine withdrawal programs, facilities, Drugs or supplies, except as specified under Preventive Care.

Travel. For travel, whether or not recommended by a Physician, except as specifically provided herein.

Unreasonable. That are required to treat Illness or Injuries arising from and due to error(s) caused at the time of treatment by the treating Provider, including, but not limited to, a Physician or Hospital, wherein such Illness, Injury, infection or complication is not reasonably expected to occur. This Exclusion will apply to expenses directly or indirectly resulting from circumstances that, in the opinion of the Plan Administrator in its sole discretion, gave rise to the expense, which was caused directly or indirectly by the treating Provider, and are not generally foreseeable or expected amongst professionals practicing the same or similar type(s) of medicine as the treating Provider whose error caused the loss(es).

Vision Care. Expenses for the following:

1. For eye refractions, eyeglasses, contact lenses, or the vision examination for prescribing or fitting eyeglasses or contact lenses (except for aphakic patients, and soft lenses or sclera shells intended for use in the treatment of Illness or Injury).
2. For refractive procedures or other plastic surgeries on the cornea in lieu of eyeglasses.
3. Orthokeratology lenses for reshaping the cornea of the eye to improve vision.

Vitamins. For vitamins, except as specified under Preventive Care

War/Riot. That are Incurred as a result of war or any act of war, whether declared or undeclared, or any act of aggression by any country, including rebellion or riot, when the Participant is a member of the armed forces of any country, or during service by a Participant in the armed forces of any country, or voluntary participation in a riot. This Exclusion does not apply to any Participant who is not a member of the armed forces, and does not apply to victims of any act of war or aggression.

With respect to any Illness or Injury which is otherwise covered by the Plan, the Plan will not deny benefits otherwise provided for treatment of the Illness or Injury if the Illness or Injury results from being the victim of an act of domestic violence or a documented medical condition, even if the condition is not diagnosed before the Injury. To the extent consistent with applicable law, this exception will not require this Plan to provide particular benefits other than those provided under the terms of the Plan.

PRESCRIPTION DRUG BENEFITS

The out-of-pocket maximum is the maximum dollar amount Participants are responsible for paying for covered services during a Calendar Year, including the Copayments.

When the individual and/or family out-of-pocket expenses reach the out-of-pocket maximum, the Plan will pay 100% of the Covered Expenses for the individual or the individual and his or her Dependents for the remainder of the Calendar Year as applicable.

A Copayment is the flat dollar amount specified in the Summary of Benefits that a Participant is required to pay for certain covered services. Copayments will not apply after the out-of-pocket maximum has been reached.

Prescription drug coverage for members is administered by SmithRx, which is a pharmacy benefits manager. SmithRx provides a nationwide network of participating pharmacies and a drug formulary. The presence of a drug on this formulary does not guarantee coverage and the drugs listed on the formulary are subject to change. To find out if a medication you are prescribed is covered under the Plan, visit the member portal at https://portal.mysmithrx.com/login or call 844.454.5201 for the most current formulary information.

Participating pharmacies ("Participating Pharmacies") have contracted with the Plan to charge Participants reduced fees for covered Drugs. SmithRx is the administrator of the prescription drug plan. Participants will be issued an identification card to use at the pharmacy at time of purchase. Participants will be held fully responsible for the consequences of any pharmacy identification card after termination of coverage. No reimbursement will be made when the identification card is not used.

The Mail Order Option is available for maintenance medications (those that are taken for long periods of time, such as Drugs sometimes prescribed for heart disease, high blood pressure, asthma, etc.). Because of the volume buying, SmithRx, the mail order pharmacy, is able to offer Participants significant savings on their prescriptions.

The Copayment/Coinsurance amounts/Deductible are applied to each charge and is shown in the Summary of Benefits. The Copayment/Coinsurance amounts/Deductible amounts apply toward the medical plan out-of-pocket maximum.

Retirees and/or Retiree spouses eligible for Medicare do not receive prescription drug benefits.

Covered Expenses

The following are covered under the Plan:

Acne Control. Drugs that help manage the severity and frequency of acne outbreaks that cannot be purchased over-the-counter.

Bee Sting Kits. Charges for EPI PEN and Ana Kit.

Compounded Prescriptions. All compounded prescriptions containing at least one prescription ingredient in a therapeutic quantity.

Contraceptives. All Food and Drug Administration (FDA)-approved, granted or cleared contraceptives Drugs, in accordance with the Health Resources and Services Administration (HRSA) guidelines.

Diabetes. Insulins, insulin syringes and needles, diabetic supplies – legend, diabetic supplies – over-the-counter, and glucose test strips, when prescribed by a Physician.

Drug Efficacy Study Implementation (DESI) Drugs. Charges for DESI Drugs.

Imitrex Injection. Charges for Imitrex injections (migraine auto-injector).

Immunizations. Immunization agents, biological sera, and immunologicals (vaccines).

Impotency. A charge for impotency medication, including Viagra.

Injectables. A charge for injectables.

Legend Drugs.

1. Class V Drugs.
2. Diabetic Supplies.
3. Pre-Natal Vitamins.

Required by Law. All Drugs prescribed by a Physician that require a prescription either by Federal or State law, except injectables (other than insulin) and the Drugs excluded below.

Limitations

The benefits set forth in this section will be limited to:

Dosages.

1. With respect to the Pharmacy Option, any one prescription is limited to a 90 day supply.
2. With respect to the Mail Order Option, any one prescription is limited to a 90 day supply.
3. With respect to the Specialty Drug Option, any one prescription is limited to a 30 day supply.

Refills.

1. Refills only up to the number of times specified by a Physician.
2. Refills up to one year from the date of order by a Physician.

Exclusions

In addition to the General Limitations and Exclusions section, the following are not covered by the Plan:

Administration. Any charge for the administration of a covered Drug.

Allergy Sera. Charges for allergy sera.

Anorexiants. Anorexiants (weight loss Drugs).

Anti-Aging Products. Drugs intended to affect the structure or function of the skin that cannot be purchased over-the-counter.

Consumed Where Dispensed. Any Drug or medicine that is consumed or administered at the place where it is dispensed.

Devices. Devices of any type, even though such devices may require a prescription, including, but not limited to, therapeutic devices, artificial appliances, braces, support garments or any similar device.

Experimental Drugs. Experimental Drugs and medicines, even though a charge is made to the Participant.

Growth Hormones. Charges for growth hormones.

Institutional Medication. A Drug or medicine that is to be taken by a Participant, in whole or in part, while confined in an Institution, including any Institution that has a facility for dispensing Drugs and medicines on its premises.

Investigational Use Drugs. A Drug or medicine labeled “Caution – limited by Federal law to Investigational use”.

Medical Devices and Supplies. Charges for legend and over the counter medical devices and supplies.

No Charge. A charge for drugs which may be properly received without charge under local, State or Federal programs.

Non-Insulin Syringes/Needles. Charges for non-insulin syringes and needles.

Non-Prescription Drug or Medicine. A drug or medicine that can legally be bought without a prescription, except for injectable insulin, except to the extent required by the FFCRA, as amended.

Occupational. Prescriptions necessitated due to an occupational activity or event occurring as a result of an activity for wage or profit which an eligible person is entitled to receive without charge under any workers' compensation or similar law.

Over-the-Counter Drugs. Charges for over-the-counter drugs, except to the extent required by the Affordable Care Act and FFCRA, as amended:

1. Diagnostics.
2. Medical Devices and Supplies.
3. Vitamins.

Rogaine. Charges for Rogaine (topical minoxidil).

Smoking Deterrents. A charge for Drugs or aids for smoking cessation, including, but not limited to, nicotine gum and smoking cessation patches, except as provided for under Preventive Care.

Steroids. Anabolic steroids.

Vitamins. Vitamins, except pre-natal vitamins.

DENTAL BENEFITS

The Deductible amount, if any, which is listed above, is the amount each Participant must pay each Calendar Year toward Covered Expenses. Once the Deductible is satisfied, additional Covered Expenses will be reimbursed according to the percentages set forth above, subject to the limitations and Exclusions set forth in this section.

Alternate Treatment

Many dental conditions can be treated in more than one way. This Plan has an "alternate treatment" clause which governs the amount of benefits the Plan will pay for treatments covered under the Plan. If a Participant chooses a more expensive treatment than is needed to correct a dental problem according to accepted standards of dental practice, the benefit payment will be based on the cost of the treatment which provides professionally satisfactory results at the most cost effective level.

For example, if a regular amalgam filling is sufficient to restore a tooth to health, and the Participant and the Dentist decide to use a gold filling, the Plan will base its reimbursement on the Maximum Allowable Charge for an amalgam filling. The patient will pay the difference in cost.

Dental Covered Expenses

The following is a brief description of the types of expenses that will be considered for coverage under the Plan, subject to the limitations contained in the Summary of Benefits, however Class 1 Services are Charges must be for services and supplies customarily employed for treatment of the dental condition, and rendered in accordance with ADA accepted standards of practice. Coverage will be limited to the Maximum Allowable Charge for all services except for Class 1 Services. Class 1 Services are not limited to the Maximum Allowable Charge.

Class 1 Services (Preventive Care)

1. Routine oral examinations and prophylaxis (cleaning, scaling and polishing teeth), but not more than 2 per calendar year.
2. Periapical x-rays, as required, and bitewing x-rays 2 per calendar year
3. Full mouth x-rays, but not more than once every 24 months.
4. Topical application of fluoride for Dependent Children under age 19, but not more than 2 per calendar year.
5. Space maintainers (not made of precious metals) that replace prematurely lost teeth for Dependent Children under age 23. No payment will be made for duplicate space maintainers.
6. Palliative emergency treatment of an acute condition requiring immediate care.

Class 2 Services (Repair and Restoration)

1. Sealants on the occlusal surface of a permanent posterior tooth for Dependent Children under age 18.
2. Panoramic x-rays, but not more than 2 per calendar year.
3. Amalgam, silicate, acrylic, synthetic porcelain and composite filling restorations to restore diseased or accidentally broken teeth. Gold foil restorations are not eligible.
4. Simple extractions.
5. Endodontics, including pulpotomy, direct pulp capping and root canal treatment.
6. Anesthetic services, except local infiltration or block anesthetics, performed by, or under the direct personal supervision of, and billed for by a Dentist, other than the operating Dentist or his or her assistant upon demonstration of Medical Necessity.
7. Periodontal examinations, treatment and Surgery.
8. Consultations.

Class 3 Services (Major Dental Repair)

Prosthodontic services (initial installation or replacement of bridgework or dentures) will be covered only when a Participant has been covered continuously for at least 12 months, unless otherwise required by applicable law.

1. All Medically Necessary x-rays not covered under another class.
2. Inlays, gold fillings, crowns, and initial installation of full or partial dentures or fixed bridgework to replace one or more natural teeth.

3. Repair or recementing of crowns, inlays, bridgework or dentures and relining of dentures.
4. Unless otherwise required by applicable law, replacement of an existing denture or fixed bridgework, or the addition of teeth to an existing partial removable denture or bridgework, to replace one or more natural teeth:
    a. Where the existing denture or bridgework was installed at least five years prior to its replacement and it cannot be made serviceable.
    b. Where the existing denture is an immediate temporary denture, and necessary replacement by the permanent denture takes place within 12 months.
5. Periodontal scaling.
6. Oral surgery.
7. Post and core.
8. Stainless steel crowns.
9. Veneers, for Dependent Children under age 19 only.

Class 4 Services (Orthodontics)
This is treatment to move teeth by means of appliances to correct a handicapping malocclusion of the mouth. Orthodontic services will be eligible only when provided to covered Dependents who are under age 23 when treatment is received.

1. Preliminary study, including cephalometric radiographs, diagnostic casts and treatment plan.
2. Interceptive, interventive or preventive orthodontic services.
3. Fixed and removable appliance placement, and active treatment per month after the first month.
4. Extractions in connection with orthodontic services.

Dental Exclusions and Limitations

The following Exclusions and limitations are in addition to those set forth in the sections entitled “General Limitations and Exclusions” and “Summary of Benefits”.

Adjustments. Charges arising from alteration or dimension or occlusion; to address damage arising from abrasion or attrition’ splinting and/or temporomandibular joint disturbances.

Administrative Costs. For administrative costs of completing claim forms or reports or for providing dental records.

After the Termination Date. The Plan will not pay for services or supplies furnished after the date coverage terminates. Predetermination of an allowable course of treatment and eligible services (claims for which coverage would be in effect had coverage not terminated) will not extend coverage beyond termination. The Plan will pay for a prosthetic device, crown, such as full or partial dentures, if the preparatory steps (such as an impression) had already initiated and/or been prepared for said device or crown, while the patient was a Participant in the Plan; so long as the device or crown is delivered and installed within two months following termination of coverage, as well as root canal therapy if the Dentist opened the tooth while the patient was a Participant, and treatment is completed within two months of coverage termination.

Anesthetic. Local infiltration anesthetic when billed for separately by a Dentist.

Athletic Mouth Guards. For athletic mouth guards.

Broken Appointments. For charges for broken or missed dental appointments.

Crowns. For crowns for teeth that are restorable by other means or for the purpose of periodontal splinting.

Duplicate X-Rays. Charges for duplicate copies or replication of x-ray or other imaging.

Education. Charges solely arising from instruction provided regarding oral health and/or diet, including a plaque control program.

Hygiene. For oral hygiene, plaque control programs or dietary instructions.

Implants. For implants, including any appliances and/or crowns and the surgical insertion or removal of implants, except first-time non-cosmetic dental implants.

Late Enrollee. Charges Incurred during the first 24 months of coverage applicable to a late enrollee. This Exclusion shall not apply to such claims arising from or due to an Accidental Injury sustained by the Participant. “Late enrollee” means a person who enrolls for coverage during an annual enrollment period because he or she failed to enroll when first eligible for coverage or during a special enrollment period.

Medical Benefits. For charges covered under the “Medical Benefits” section of the Plan.

Miscellaneous. The Plan does not cover any dental charge, service or supply not provided by a Dentist or Physician unless it is: (1) specifically for non-Experimental services performed at a dental school under the supervision of a Dentist, and only if the school customarily charges patients for its services, or (2) specifically for cleaning, scaling and/or application of fluoride, and is performed by a licensed dental hygienist under the supervision of a Dentist.

Missing Appliances. The cost of replacing lost, missing or stolen supplies, including implants, appliances, and prosthetics.

Missing Tooth. Charges for partials, bridges, or implants needed due a missing tooth if the tooth was extracted prior to enrolling in this Plan. This Exclusion does not apply for congenitally missing natural teeth.

More Expensive Course of Treatment. The aforementioned rules regarding Medical Necessity, Maximum Allowable Charge, and the least costly yet equally effective treatments shall apply here as well.

Orthognathic Surgery. For Surgery to correct malpositions in the bones of the jaw.

Osseous Surgery. Charges for osseous Surgery.

Personalization. For expenses for services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures.

Replacements. Charges for replacement of any prosthetic appliance, crown, inlay or onlay restoration, or fixed bridge, made within five years after the last placement, exclusive of replacement necessitated by damages caused by an Accidental Injury sustained by the Participant, resulting in damages that are beyond repair.

Single Provider Care. Charges arising from solely the transfer from one Provider’s care to another, that would not have been Incurred had one Provider been utilized, and thereby in accordance with the Maximum Allowable Charge.

Splinting. For crowns, fillings or appliances that are used to connect (splint) teeth, or change or alter the way the teeth meet, including altering the vertical dimension, restoring the bite (occlusion) or are cosmetic.

TMJ. Treatment, by any means, of jaw joint problems including temporomandibular joint (TMJ) dysfunction and other craniomandibular disorders, or other conditions of the joint linking the jawbone and skull, and the muscles, nerves, and other tissues related to that joint, and appliances.

First-time non-cosmetic Dental Implants are covered under Class 3 Services. For members in the East Central, IL service area, the first two steps in the procedure must be completed by a Carle Oral Surgeon. The last step can be performed by any dentist. Normal discounts apply for services completed by Carle Care Surgeons.

CLAIM PROCEDURES; PAYMENT OF CLAIMS

Introduction

In accordance with applicable law, the Plan will allow an authorized representative to act on a Claimant's behalf in pursuing or appealing a benefit claim.

The availability of health benefit payments is dependent upon Claimants complying with the following:

Health Claims

Full and final authority to adjudicate claims and make determinations as to their payability by and under the Plan belongs to and resides solely with the Plan Administrator. The Plan Administrator shall make claims adjudication determinations after full and fair review and in accordance with the terms of this Plan and applicable law. To receive due consideration, claims for benefits and questions regarding said claims should be directed to the Third Party Administrator. The Plan Administrator may delegate to the Third Party Administrator responsibility to process claims in accordance with the terms of the Plan and the Plan Administrator's directive(s). The Third Party Administrator is not a fiduciary of the Plan and does not have discretionary authority to make claims payment decisions or interpret the meaning of the Plan terms.

Written proof that expenses eligible for Plan reimbursement and/or payment were Incurred, as well as proof of their eligibility for payment by the Plan, must be provided to the Plan Administrator via the Third Party Administrator. Although a provider of medical services and/or supplies may submit such claims directly to the Plan by virtue of an assignment of benefits, ultimate responsibility for supplying such written proof remains with the Claimant. The Plan Administrator may determine the time and fashion by which such proof must be submitted. No benefits shall be payable under the Plan if the Plan Administrator determines that the claims are not eligible for Plan payment, or, if inadequate proof is provided by the Claimant or entities submitting claims to the Plan on the Claimant's behalf.

A call from a Provider who wants to know if an individual is covered under the Plan, or if a certain procedure is covered by the Plan, prior to providing treatment is not a "claim," since an actual claim for benefits is not being filed with the Plan. These are simply requests for information, and any response is not a guarantee of benefits, since payment of benefits is subject to all Plan provisions, limitations and Exclusions. Once treatment is rendered, a Clean Claim must be filed with the Plan (which will be a "Post-service Claim"). At that time, a determination will be made as to what benefits are payable under the Plan.

A Claimant has the right to request a review of an Adverse Benefit Determination. If the claim is denied at the end of the appeal process, as described below, the Plan's final decision is known as a Final Internal Adverse Benefit Determination. If the Claimant receives notice of a Final Internal Adverse Benefit Determination, or if the Plan does not follow the claims procedures properly, the Claimant then has the right to request an independent external review. The external review procedures are described below.

The claims procedures are intended to provide a full and fair review. This means, among other things, that claims and appeals will be decided in a manner designed to ensure the independence and impartiality of the persons involved in making these decisions.

Benefits will be payable to a Claimant, or to a Provider that has accepted an assignment of benefits as consideration in full for services rendered. The Plan Administrator may revoke an assignment of benefits previously issued to a Provider at its discretion and treat the Participant as the sole beneficiary.

According to Federal regulations which apply to the Plan, there are four types of claims: Pre-service (Urgent and Non-urgent), Concurrent Care and Post-service.

1. Pre-service Claims. A "Pre-service Claim" occurs when issuance of payment by the Plan is dependent upon determination of payability prior to the receipt of the applicable medical care; however, if the Plan does not require the Claimant to obtain approval of a medical service prior to getting treatment, then there is no "Pre-service Claim."
   Urgent care or Emergency medical services or admissions will not require notice to the Plan prior to the receipt of care. Furthermore, if in the opinion of a Physician with knowledge of the Claimant's medical condition, pre-determination of payability by the Plan prior to the receipt of medical care (a

Pre-service Claim) would result in a delay adequate to jeopardize the life or health of the Claimant, hinder the Claimant's ability to regain maximum function (compared to treatment without delay), or subject the Claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim, said claim may be deemed to be a "Pre-service Urgent Care Claim". In such circumstances, the Claimant is urged to obtain the applicable care without delay, and communicate with the Plan regarding their claim(s) as soon as reasonably possible.
If, due to Emergency or urgency as defined above, a Pre-service claim is not possible, the Claimant must comply with the Plan's requirements with respect to notice required after receipt of treatment, and must file the claim as a Post-service Claim, as herein described.
Pre-admission certification of a non-Emergency Hospital admission is a "claim" only to the extent of the determination made – that the type of procedure or condition warrants Inpatient confinement for a certain number of days. The rules regarding Pre-service Claims will apply to that determination only. Once a Claimant has the treatment in question, the claim for benefits relating to that treatment will be treated as a Post-service Claim.

2. Concurrent Claims. If a Claimant requires an on-going course of treatment over a period of time or via a number of treatments, the Plan may approve of a "Concurrent Claim". In such circumstances, the Claimant must notify the Plan of such necessary ongoing or routine medical care, and the Plan will assess the Concurrent Claim as well as determine whether the course of treatment should be reduced or terminated. The Claimant, in turn, may request an extension of the course of treatment beyond that which the Plan has approved. If the Plan does not require the Claimant to obtain approval of a medical service prior to getting treatment, then there is no need to contact the Plan Administrator to request an extension of a course of treatment, and the Claimant must simply comply with the Plan's requirements with respect to notice required after receipt of treatment, as herein described.

3. Post-service Claims. A "Post-service Claim" is a claim for benefits from the Plan after the medical services and/or supplies have already been provided.

When Claims Must Be Filed
Post-service health claims (which must be Clean Claims) must be filed with the Third Party Administrator within 365 days of the date charges for the service(s) and/or supplies were Incurred. Claims filed later than that date shall be denied. Benefits are based upon the Plan's provisions at the time the charges were Incurred.

A Pre-service Claim (including a Concurrent claim that also is a Pre-service claim) is considered to be filed when the request for approval of treatment or services is received by the Third Party Administrator in accordance with the Plan's procedures.

A Post-service Claim is considered to be filed when the following information is received by the Third Party Administrator, together with the industry standard claim form:

1. The date of service.
2. The name, address, telephone number and tax identification number of the Provider of the services or supplies.
3. The place where the services were rendered.
4. The Diagnosis and procedure codes.
5. Any applicable pre-negotiated rate.
6. The name of the Plan.
7. The name of the covered Employee.
8. The name of the patient.

Upon receipt of this information, the claim will be deemed to be initiated with the Plan.

The Third Party Administrator will determine if enough information has been submitted to enable proper consideration of the claim (a Clean Claim). If not, more information may be requested as provided herein. This additional information must be received by the Third Party Administrator within 45 days (48 hours in the case of Pre-service urgent care claims) from receipt by the Claimant of the request for additional information. **Failure to do so may result in claims being declined or reduced.**

Timing of Claim Decisions

The Plan Administrator shall notify the Claimant, in accordance with the provisions set forth below, of any Adverse Benefit Determination (and, in the case of Pre-service claims and Concurrent claims, of decisions that a claim is payable in full) within the following timeframes:

1. Pre-service Urgent Care Claims:

    a. If the Claimant has provided all of the necessary information, as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the claim.
    b. If the Claimant has not provided all of the information needed to process the claim, then the Claimant will be notified as to what specific information is needed as soon as possible, but not later than 24 hours after receipt of the claim.
    c. The Claimant will be notified of a determination of benefits as soon as possible, but not later than 48 hours, taking into account the medical exigencies, after the earliest of:
        i. The Plan's receipt of the specified information.
        ii. The end of the period afforded the Claimant to provide the information.
    d. If there is an Adverse Benefit Determination, a request for an expedited appeal may be submitted orally or in writing by the Claimant. All necessary information, including the Plan's benefit determination on review, may be transmitted between the Plan and the Claimant by telephone, facsimile, or other similarly expeditious method. Alternatively, the Claimant may request an expedited review under the external review process.

2. Pre-service Non-urgent Care Claims:
    a. If the Claimant has provided all of the information needed to process the claim, in a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after receipt of the claim, unless an extension has been requested, then prior to the end of the 15 day extension period.
    b. If the Claimant has not provided all of the information needed to process the claim, then the Claimant will be notified as to what specific information is needed as soon as possible. The Claimant will be notified of a determination of benefits in a reasonable period of time appropriate to the medical circumstances, either prior to the end of the extension period (if additional information was requested during the initial processing period), or by the date agreed to by the Plan Administrator and the Claimant (if additional information was requested during the extension period).
3. Concurrent Claims:
    a. Plan Notice of Reduction or Termination. If the Plan Administrator is notifying the Claimant of a reduction or termination of a course of treatment (other than by Plan amendment or termination), notification will occur before the end of such period of time or number of treatments. The Claimant will be notified sufficiently in advance of the reduction or termination to allow the Claimant to appeal and obtain a determination on review of that Adverse Benefit Determination before the benefit is reduced or terminated. This rule does not apply if benefits are reduced or eliminated due to plan amendment or termination. A similar process applies for claims based on a rescission of coverage for fraud or misrepresentation.
    b. Request by Claimant Involving Urgent Care. If the Plan Administrator receives a request from a Claimant to extend the course of treatment beyond the period of time or number of treatments involving urgent care, notification will occur as soon as possible, taking into account the medical exigencies, but not later than 24 hours after receipt of the claim, as long as the Claimant makes the request at least 24 hours prior to the expiration of the prescribed period of time or number of treatments. If the Claimant submits the request with less than 24 hours prior to the expiration of the prescribed period of time or number of treatments, the request will be treated as a claim involving urgent care and decided within the urgent care timeframe.
    c. Request by Claimant Involving Non-urgent Care. If the Plan Administrator receives a request from the Claimant for a claim not involving urgent care, the request will be treated as a new benefit claim and decided within the timeframe appropriate to the type of claim (either as a Pre-service Non-urgent claim or a Post-service claim).
    d. Request by Claimant Involving Rescission. With respect to rescissions, the following timetable applies

i. Notification to Claimant 30 days
ii. Notification of Adverse Benefit Determination on appeal 30 days

4. Post-service Claims:
    a. If the Claimant has provided all of the information needed to process the claim, in a reasonable period of time, but not later than 30 days after receipt of the claim, unless an extension has been requested, then prior to the end of the 15 day extension period.
    b. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.
    c. If the Claimant has not provided all of the information needed to process the claim and additional information is requested during the initial processing period, then the Claimant will be notified of a determination of benefits prior to the end of the extension period, unless additional information is requested during the extension period, then the Claimant will be notified of the determination by a date agreed to by the Plan Administrator and the Claimant.
5. Extensions:
    a. Pre-service Urgent Care Claims. No extensions are available in connection with Pre-service urgent care claims.
    b. Pre-service Non-urgent Care Claims. This period may be extended by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 15 day processing period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.
    c. Post service Claims. This period may be extended by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 30 day processing period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.
6. Calculating Time Periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is deemed to be filed in accordance with the procedures of the Plan.

Notification of an Adverse Benefit Determination

The Plan Administrator shall provide a Claimant with a notice, either in writing or electronically (or, in the case of urgent care claims, by telephone, facsimile or similar method, with written or electronic notice following within three days), containing the following information:

1. Information sufficient to allow the Claimant to identify the claim involved (including date of service, the health care Provider, the claim amount, if applicable, and a statement describing the availability, upon request, of the Diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning).
2. A reference to the specific portion(s) of the Plan Document upon which a denial is based.
3. Specific reason(s) for a denial, including the denial code and its corresponding meaning, and a description of the Plan's standard, if any, that was used in denying the claim.
4. A description of any additional information necessary for the Claimant to perfect the claim and an explanation of why such information is necessary.
5. A description of the Plan's review procedures and the time limits applicable to the procedures.
6. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's claim for benefits.
7. Upon request, the identity of any medical or vocational experts consulted in connection with a claim, even if the Plan did not rely upon their advice (or a statement that the identity of the expert will be provided, upon request).
8. Any rule, guideline, protocol or similar criterion that was relied upon in making the determination (or a statement that it was relied upon and that a copy will be provided to the Claimant, free of charge, upon request).

9. In the case of denials based upon a medical judgment (such as whether the treatment is Medically Necessary or Experimental), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided to the Claimant, free of charge, upon request.
10. In a claim involving urgent care, a description of the Plan's expedited review process.

Appeal of Adverse Benefit Determinations

Full and Fair Review of All Claims

In cases where a claim for benefits is denied, in whole or in part, and the Claimant believes the claim has been denied wrongly, the Claimant may appeal the denial and review pertinent documents. The claims procedures of this Plan provide a Claimant with a reasonable opportunity for a full and fair review of a claim and Adverse Benefit Determination. More specifically, the Plan provides:

1. A 180 day timeframe following receipt of a notification of an initial Adverse Benefit Determination within which to appeal the determination. The Plan will not accept appeals filed after a 180 day timeframe.
2. The opportunity to submit written comments, documents, records, and other information relating to the claim for benefits.
3. The opportunity to review the Claim file and to present evidence and testimony as part of the internal claims and appeals process.
4. A review that does not afford deference to the previous Adverse Benefit Determination and that is conducted by an appropriate named fiduciary of the Plan, who shall be neither the individual who made the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual.
5. A review that takes into account all comments, documents, records, and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the prior benefit determination.
6. That, in deciding an appeal of any Adverse Benefit Determination that is based in whole or in part upon a medical judgment, the Plan fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual.
7. Upon request, the identity of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claim, even if the Plan did not rely upon their advice.
8. If applicable, a discussion of the basis for disagreeing with the disability determination made by either (a) the Social Security Administration; or (b) an independent medical expert that has conducted a full medical review of the Claimant if presented by the Claimant in support of the claim.
9. That a Claimant will be provided, free of charge: (a) reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim in possession of the Plan Administrator or Third Party Administrator; (b) information regarding any voluntary appeals procedures offered by the Plan; (c) information regarding the Claimant's right to an external review process; (d) any internal rule, guideline, protocol or other similar criterion relied upon, considered or generated in making the adverse determination; and (e) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances.
10. That a Claimant will be provided, free of charge, and sufficiently in advance of the date that the notice of Final Internal Adverse Benefit Determination is required, with new or additional evidence considered, relied upon, or generated by the Plan in connection with the Claim, as well as any new or additional rationale for a denial at the internal appeals stage, and a reasonable opportunity for the Claimant to respond to such new evidence or rationale.

Requirements for First Level Appeal

The Claimant must file an appeal regarding a Post-service claim and applicable Adverse Benefit Determination, in writing within 180 days following receipt of the notice of an Adverse Benefit Determination.

For Pre-service Claims. Oral appeals should be submitted in writing as soon as possible after it has been initiated. To file any appeal in writing, the Claimant's appeal must be addressed as follows:

Consociate Health
2828 North Monroe Street
Decatur, IL 62526
Phone: 1-800-798-2422
Fax: 1-217-423-4575
Website: www.consociatehealth.com

For Post-service Claims. To file any appeal in writing, the Claimant's appeal must be addressed as follows:

Consociate Health
2828 North Monroe Street
Decatur, IL 62526
Phone: 1-800-798-2422
Fax: 1-217-423-4575
Website: www.consociatehealth.com

It shall be the responsibility of the Claimant or authorized representative to submit an appeal under the provisions of the Plan. Any appeal must include:

1. The name of the Employee/Claimant.
2. The Employee/Claimant's social security number.
3. The group name or identification number.
4. A statement in clear and concise terms of the reason or reasons for disagreement with the handling of the claim.
5. Any material or information that the Claimant has which indicates that the Claimant is entitled to benefits under the Plan.

Timing of Notification of Benefit Determination on Review
The Plan Administrator shall notify the Claimant of the Plan's benefit determination on review within the following timeframes:

1. Pre-service Urgent Care Claims: As soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the appeal.
2. Pre-service Non-urgent Care Claims: Within a reasonable period of time appropriate to the medical circumstances, but not later than 30 days after receipt of the appeal.
3. Concurrent Claims: The response will be made in the appropriate time period based upon the type of claim: Pre-service Urgent, Pre-service Non-urgent or Post-service.
4. Post-service Claims: Within a reasonable period of time, but not later than 60 days after receipt of the appeal.

Calculating Time Periods. The period of time within which the Plan's determination is required to be made shall begin at the time an appeal is filed in accordance with the procedures of this Plan, without regard to whether all information necessary to make the determination accompanies the filing.

Manner and Content of Notification of Adverse Benefit Determination on Review
The Plan Administrator shall provide a Claimant with notification, with respect to Pre-service urgent care claims, by telephone, facsimile or similar method, and with respect to all other types of claims, in writing or electronically, of a Plan's Adverse Benefit Determination on review, setting forth:

1. Information sufficient to allow the Claimant to identify the claim involved (including date of service, the health care Provider, the claim amount, if applicable, and a statement describing the availability, upon request, of the Diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning).
2. Specific reason(s) for a denial, including the denial code and its corresponding meaning, and a description of the Plan's standard, if any, that was used in denying the claim, and a discussion of the decision.
3. A reference to the specific portion(s) of the plan provisions upon which a denial is based.

4. The identity of any medical or vocational experts consulted in connection with a claim, even if the Plan did not rely upon their advice (or a statement that the identity of the expert will be provided, upon request).
5. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits.
6. Any rule, guideline, protocol or similar criterion that was relied upon, considered, or generated in making the determination will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol or similar criterion was relied upon in making the determination and a copy will be provided to the Claimant, free of charge, upon request.
7. A description of any additional information necessary for the Claimant to perfect the claim and an explanation of why such information is necessary.
8. A description of available internal appeals and external review processes, including information regarding how to initiate an appeal.
9. A description of the Plan's review procedures and the time limits applicable to the procedures.
10. In the case of denials based upon a medical judgment (such as whether the treatment is Medically Necessary or Experimental), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, will be provided. If this is not practical, a statement will be included that such explanation will be provided to the Claimant, free of charge, upon request.
11. Information about the availability of, and contact information for, an applicable office of health insurance consumer assistance or ombudsman established under applicable federal law to assist Participants with the internal claims and appeals and external review processes.
12. The following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

Furnishing Documents in the Event of an Adverse Determination

In the case of an Adverse Benefit Determination on review, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information described in the provision relating to "Manner and Content of Notification of Adverse Benefit Determination on Review" as appropriate.

Decision on Review

The decision by the Plan Administrator or other appropriate named fiduciary of the Plan on review will be final, binding and conclusive and will be afforded the maximum deference permitted by law. All claim review procedures provided for in the Plan must be exhausted before any legal action is brought.

Requirements for Second Level Appeal

The Claimant must file an appeal regarding a Pre-service or Post-service claim and applicable Adverse Benefit Determination, in writing within 60 days following receipt of the notice of the first level Adverse Benefit Determination.

Two Levels of Appeal

This Plan requires two levels of appeal (Pre-service or Post-service)by a Claimant before the Plan's internal appeals are exhausted. For each level of appeal, the Claimant and the Plan are subject to the same procedures, rights, and responsibilities as stated within this Plan. Each level of appeal is subject to the above-outlined submission and response guidelines.

Once a Claimant receives an Adverse Benefit Determination in response to an initial claim for benefits, the Claimant may appeal that Adverse Benefit Determination, which will constitute the initial appeal. If the Claimant receives an Adverse Benefit Determination in response to that initial appeal, the Claimant may appeal that Adverse Benefit Determination as well, which will constitute the final internal appeal. If the Claimant receives an Adverse Benefit Determination in response to the Claimant's second appeal, such Adverse Benefit Determination will constitute the Final Internal Adverse Benefit Determination, and the Plan's internal appeals procedures will have been exhausted.

Deemed Exhaustion of Internal Claims Procedures and De Minimis

Exception to the Deemed Exhaustion Rule

A Claimant will not be required to exhaust the internal claims and appeals procedures described above if the Plan fails to adhere to the claims procedures requirements. In such an instance, a Claimant may proceed immediately to make a claim in court. However, the internal claim and appeals procedures will not be deemed exhausted (meaning the Claimant must adhere to them before bringing a claim in court) in the event of a de minimis violation that does not cause, and is not likely to cause, prejudice or harm to the Claimant as long as the Plan Administrator demonstrates that the violation was for good cause or due to matters beyond the control of the Plan, the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the Claimant, and the violation is not reflective of a pattern or practice of non- compliance.

If a Claimant believes the Plan Administrator has engaged in a violation of the claims procedures and would like to pursue an immediate review, the Claimant may request that the Plan provide a written explanation of the violation, including a description of the Plan's basis for asserting that the violation should not result in a "deemed exhaustion" of the claims procedures. The Plan will respond to this request within ten days. If a court rejects a request for immediate review because the Plan has met the requirements for the "de minimis" exception described above, the Plan will provide the Claimant with notice of an opportunity to resubmit and pursue an internal appeal of the claim.

External Review Process

The Federal external review process does not apply to a denial, reduction, termination, or a failure to provide payment for a benefit based on a determination that a Claimant or beneficiary fails to meet the requirements for eligibility under the terms of a group health plan.

The Federal external review process, in accordance with the current Affordable Care Act regulations and other applicable law, applies only to:

1. Any eligible Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination) by a plan or issuer that involves medical judgment (including, but not limited to, those based on the plan's or issuer's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of a covered benefit; its determination that a treatment is Experimental or Investigational; its determination whether a Claimant or beneficiary is entitled to a reasonable alternative standard for a reward under a wellness program; its determination whether a plan or issuer is complying with the nonquantitative treatment limitation provisions of Code section 9812 and § 54.9812-1, which generally require, among other things, parity in the application of medical management techniques), as determined by the external reviewer.
2. An Adverse Benefit Determination that involves consideration of whether the Plan is complying with the surprise billing and cost-sharing protections set forth in the No Surprises Act.
3. A rescission of coverage (whether or not the rescission has any effect on any particular benefit at that time).

Standard external review

Standard external review is an external review that is not considered expedited (as described in the "expedited external review" paragraph in this section).

1. Request for external review. The Plan will allow a Claimant to file a request for an external review with the Plan if the request is filed within four months after the date of receipt of a notice of a Final Internal Adverse Benefit Determination. If there is no corresponding date four months after the date of receipt of such a notice, then the request must be filed by the first day of the fifth month following the receipt of the notice. For example, if the date of receipt of the notice is October 30, because there is no February 30, the request must be filed by March 1. If the last filing date would fall on a Saturday, Sunday, or Federal holiday, the last filing date is extended to the next day that is not a Saturday, Sunday, or Federal holiday.
2. Preliminary review. Within five business days following the date of receipt of the external review request, the Plan will complete a preliminary review of the request to determine whether:
    a. The Claimant is or was covered under the Plan at the time the health care item or service was requested or, in the case of a retrospective review, was covered under the Plan at the time the health care item or service was provided.

b. The Adverse Benefit Determination or the Final Internal Adverse Benefit Determination does not relate to the Claimant's failure to meet the requirements for eligibility under the terms of the Plan (e.g., worker classification or similar determination).
c. The Claimant has exhausted the Plan's internal appeal process (unless the Claimant is not required to exhaust the internal appeals process under the final regulations) and rendered the appeal available for standard external review.
d. The Claimant has provided all the information and forms required to process an external review. Within one business day after completion of the preliminary review, the Plan will issue a notification in writing to the Claimant. If the request is complete but not eligible for external review, such notification will include the reasons for its ineligibility and contact information for the Employee Benefits Security Administration (toll-free number 866-444-EBSA (3272)). If the request is not complete, such notification will describe the information or materials needed to make the request complete and the Plan will allow a Claimant to perfect the request for external review within the four-month filing period or within the 48 hour period following the receipt of the notification, whichever is later.

3. Referral to Independent Review Organization. The Plan will assign an independent review organization (IRO) that is accredited by URAC or by a similar nationally-recognized accrediting organization to conduct the external review. Moreover, the Plan will take action against bias and to ensure independence. Accordingly, the Plan will contract with (or direct the Third Party Administrator to contract with, on its behalf) at least three IROs for assignments under the Plan and rotate claims assignments among them (or incorporate other independent unbiased methods for selection of IROs, such as random selection). In addition, the IRO may not be eligible for any financial incentives based on the likelihood that the IRO will support the denial of benefits.

4. Reversal of Plan's decision. Upon receipt of a notice of a final external review decision reversing the Adverse Benefit Determination or Final Internal Adverse Benefit Determination, the Plan will provide coverage or payment for the claim without delay, regardless of whether the plan intends to seek judicial review of the external review decision and unless or until there is a judicial decision otherwise.

Expedited external review

1. Request for expedited external review. The Plan will allow a Claimant to make a request for an expedited external review with the Plan at the time the Claimant receives:
    a. An Adverse Benefit Determination if the Adverse Benefit Determination involves a medical condition of the Claimant for which the timeframe for completion of a standard internal appeal under the final regulations would seriously jeopardize the life or health of the Claimant or would jeopardize the Claimant's ability to regain maximum function and the Claimant has filed a request for an expedited internal appeal.
    b. A Final Internal Adverse Benefit Determination, if the Claimant has a medical condition where the timeframe for completion of a standard external review would seriously jeopardize the life or health of the Claimant or would jeopardize the Claimant's ability to regain maximum function, or if the Final Internal Adverse Benefit Determination concerns an admission, availability of care, continued stay, or health care item or service for which the Claimant received Emergency Services, but has not been discharged from a facility.

2. Preliminary review. Immediately upon receipt of the request for expedited external review, the Plan will determine whether the request meets the reviewability requirements set forth above for standard external review. The Plan will immediately send a notice that meets the requirements set forth above for standard external review to the Claimant of its eligibility determination.

3. Referral to Independent Review Organization. Upon a determination that a request is eligible for external review following the preliminary review, the Plan will assign an IRO pursuant to the requirements set forth above for standard review. The Plan will provide or transmit all necessary documents and information considered in making the Adverse Benefit Determination or Final Internal Adverse Benefit Determination to the assigned IRO electronically or by telephone or facsimile or any other available expeditious method. The assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, will consider the information or documents described above under the procedures for standard review. In reaching a decision, the assigned IRO will review the claim de novo

and is not bound by any decisions or conclusions reached during the Plan's internal claims and appeals process.

4. Notice of final external review decision. The Plan's (or Third Party Administrator's) contract with the assigned IRO will require the IRO to provide notice of the final external review decision, in accordance with the requirements set forth above, as expeditiously as the Claimant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request for an expedited external review. If the notice is not in writing, within 48 hours after the date of providing that notice, the assigned IRO will provide written confirmation of the decision to the Claimant and the Plan.

Appointment of Authorized Representative

A Claimant may designate another individual to be an authorized representative and act on his or her behalf and communicate with the Plan with respect to a specific benefit claim or appeal of a denial. This authorization must be in writing, signed and dated by the Claimant, and include all the information required in the authorized representative form. The appropriate form can be obtained from the Plan Administrator or the Third Party Administrator.

The Plan will permit, in a medically urgent situation, such as a claim involving Urgent Care, a Claimant's treating health care practitioner to act as the Claimant's authorized representative without completion of the authorized representative form.

Should a Claimant designate an authorized representative, all future communications from the Plan will be conducted with the authorized representative instead of the Claimant, unless the Plan Administrator is otherwise notified in writing by the Claimant. A Claimant can revoke the authorized representative at any time. A Claimant may authorize only one person as an authorized representative at a time.

Autopsy

Upon receipt of a claim for a deceased Claimant for any condition, Illness, or Injury is the basis of such claim, the Plan maintains the right to request an autopsy be performed upon said Claimant. The request for an autopsy may be exercised only where not prohibited by any applicable law.

Payment of Benefits

Where benefit payments are allowable in accordance with the terms of this Plan, payment shall be made in U.S. Dollars (unless otherwise agreed upon by the Plan Administrator). Payment shall be made, in the Plan Administrator's discretion, to an assignee of an assignment of benefits, but in any instance may alternatively be made to the Claimant, on whose behalf payment is made and who is the recipient of the services for which payment is being made. Should the Claimant be deceased, payment shall be made to the Claimant's heir, assign, agent or estate (in accordance with written instructions), or, if there is no such arrangement and in the Plan Administrator's discretion, the institute and/or Provider who provided the care and/or supplies for which payment is to be made – regardless of whether an assignment of benefits occurred.

Assignments

For this purpose, the term "Assignment of Benefits" (or "AOB") is defined as an arrangement whereby a Participant of the Plan, at the discretion of the Plan Administrator, assigns its right to seek and receive payment of eligible Plan benefits, less Deductible, Copayments and Coinsurance amounts, to a medical Provider. If a Provider accepts said arrangement, the Provider's rights to receive Plan benefits are equal to those of the Participant, and are limited by the terms of this Plan Document. A Provider that accepts this arrangement indicates acceptance of an AOB and Deductibles, Copayments, and Coinsurance amounts, as consideration in full for treatment rendered.

The Plan Administrator may revoke an AOB at its discretion and treat the Participant of the Plan as the sole beneficiary. Benefits for medical expenses covered under this Plan may be assigned by a Participant to the Provider as consideration in full for services rendered; however, if those benefits are paid directly to the Participant, the Plan will be deemed to have fulfilled its obligations with respect to such benefits. The Plan will not be responsible for determining whether any such assignment is valid. Payment of benefits which have been assigned may be made directly to the assignee unless a written request not to honor the assignment, signed by the Participant, has been received before the proof of loss is submitted, or the Plan Administrator – at its discretion – revokes the assignment.

No Participant shall at any time, either during the time in which he or she is a Participant in the Plan, or following his or her termination as a Participant, in any manner, have any right to assign his or her right to sue to recover benefits under the Plan, to enforce rights due under the Plan or to any other causes of action which he or she may have

against the Plan or its fiduciaries. A medical Provider which accepts an AOB does as consideration in full for services rendered and is bound by the rules and provisions set forth within the terms of this document.

Non U.S. Providers

A Provider of medical care, supplies, or services, whose primary facility, principal place of business or address for payment is located outside the United States shall be deemed to be a "Non U.S. Provider." Claims for medical care, supplies, or services provided by a Non U.S. Provider and/or that are rendered outside the United States of America, may be deemed to be payable under the Plan by the Plan Administrator, subject to all Plan Exclusions, limitations, maximums and other provisions. Assignment of benefits to a Non U.S. Provider is prohibited absent an explicit written waiver executed by the Plan Administrator. If assignment of benefits is not authorized, the Claimant is responsible for making all payments to Non U.S. Providers, and is solely responsible for subsequent submission of proof of payment to the Plan. Only upon receipt of such proof of payment, and any other documentation needed by the Plan Administrator to process the claims in accordance with the terms of the Plan, shall reimbursement by the Plan to the Claimant be made. If payment was made by the Claimant in U.S. currency (American dollars), the maximum reimbursable amount by the Plan to the Claimant shall be that amount. If payment was made by the Claimant using any currency other than U.S. currency (American dollars), the Plan shall utilize an exchange rate in effect on the Incurred date as established by a recognized and licensed entity authorized to so establish said exchange rates. The Non U.S. Provider must satisfy all applicable credentialing and licensing requirements; and claims for benefits must be submitted to the Plan in English.

Recovery of Payments

Occasionally, benefits are paid more than once, are paid based upon improper billing or a misstatement in a proof of loss or enrollment information, are not paid according to the Plan's terms, conditions, limitations or Exclusions, or should otherwise not have been paid by the Plan. As such, this Plan may pay benefits that are later found to be greater than the Maximum Allowable Charge. In this case, this Plan may recover the amount of the overpayment from the source to which it was paid, primary payers, or from the party on whose behalf the charge(s) were paid. As such, whenever the Plan pays benefits exceeding the amount of benefits payable under the terms of the Plan, the Plan Administrator has the right to recover any such erroneous payment directly from the person or entity who received such payment and/or from other payers and/or the Claimant or Dependent on whose behalf such payment was made.

A Claimant, Dependent, Provider, another benefit plan, insurer, or any other person or entity who receives a payment exceeding the amount of benefits payable under the terms of the Plan or on whose behalf such payment was made, shall return or refund the amount of such erroneous payment to the Plan within 30 days of discovery or demand. The Plan Administrator shall have no obligation to secure payment for the expense for which the erroneous payment was made or to which it was applied.

The person or entity receiving an erroneous payment may not apply such payment to another expense. The Plan Administrator shall have the sole discretion to choose who will repay the Plan for an erroneous payment and whether such payment shall be reimbursed in a lump sum. When a Claimant or other entity does not comply with the provisions of this section, the Plan Administrator shall have the authority, in its sole discretion, to deny payment of any claims for benefits by the Claimant and to deny or reduce future benefits payable (including payment of future benefits for other Injuries or Illnesses) under the Plan by the amount due as reimbursement to the Plan. The Plan Administrator may also, in its sole discretion, deny or reduce future benefits (including future benefits for other Injuries or Illnesses) under any other group benefits plan maintained by the Plan Sponsor. The reductions will equal the amount of the required reimbursement.

Providers and any other person or entity accepting payment from the Plan or to whom a right to benefits has been assigned, in consideration of services rendered, payments and/or rights, agrees to be bound by the terms of this Plan and agree to submit claims for reimbursement in strict accordance with their State's health care practice acts, ICD or CPT standards, Medicare guidelines, HCPCS standards, or other standards approved by the Plan Administrator or insurer. Any payments made on claims for reimbursement not in accordance with the above provisions shall be repaid to the Plan within 30 days of discovery or demand or incur prejudgment interest of 1.5% per month. If the Plan must bring an action against a Claimant, Provider or other person or entity to enforce the provisions of this section, then that Claimant, Provider or other person or entity agrees to pay the Plan's attorneys' fees and costs, regardless of the action's outcome.

Further, Claimants and/or their Dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (Claimants) shall assign or be deemed to have assigned to the Plan their right to recover said payments

made by the Plan, from any other party and/or recovery for which the Claimant(s) are entitled, for or in relation to facility-acquired condition(s), Provider error(s), or damages arising from another party's act or omission for which the Plan has not already been refunded.

The Plan reserves the right to deduct from any benefits properly payable under this Plan the amount of any payment which has been made for any of the following circumstances:

1. In error.
2. Pursuant to a misstatement contained in a proof of loss or a fraudulent act.
3. Pursuant to a misstatement made to obtain coverage under this Plan within two years after the date such coverage commences.
4. With respect to an ineligible person.
5. In anticipation of obtaining a recovery if a Claimant fails to comply with the Plan's Third Party Recovery, Subrogation and Reimbursement provisions.
6. Pursuant to a claim for which benefits are recoverable under any policy or act of law providing for coverage for occupational injury or disease to the extent that such benefits are recovered. This provision (6) shall not be deemed to require the Plan to pay benefits under this Plan in any such instance.

The deduction may be made against any claim for benefits under this Plan by a Claimant or by any of his covered Dependents if such payment is made with respect to the Claimant or any person covered or asserting coverage as a Dependent of the Claimant.

If the Plan seeks to recoup funds from a Provider, due to a claim being made in error, a claim being fraudulent on the part of the Provider, and/or the claim that is the result of the Provider's misstatement, said Provider shall, as part of its assignment to benefits from the Plan, abstain from billing the Claimant for any outstanding amount(s).

Medicaid Coverage

A Claimant's eligibility for any State Medicaid benefits will not be taken into account in determining or making any payments for benefits to or on behalf of such Claimant. Any such benefit payments will be subject to the State's right to reimbursement for benefits it has paid on behalf of the Claimant, as required by the State Medicaid program; and the Plan will honor any Subrogation rights the State may have with respect to benefits which are payable under the Plan.

Limitation of Action

A Claimant cannot bring any legal action against the Plan for a claim of benefits until 90 days after all appeal processes have been exhausted. After 90 days, if the Claimant wants to bring a legal action against the Plan, he or she must do so within three years of the date he or she is notified of the final decision on the final appeal or he or she will lose any rights to bring such an action against the Plan.

COORDINATION OF BENEFITS

Coordination of the Benefit Plans

Coordination of benefits sets out rules for the order of payment of Covered Expenses when two or more plans, including Medicare, are paying. When a Participant is covered by this Plan and another plan, the plans will coordinate benefits when a claim is received.

Standard Coordination of Benefits

The plan that pays first according to the rules will pay as if there were no Other Plan involved. The secondary and subsequent plans will pay the balance due up to 100% of the total allowable charges.

Benefits Subject to This Provision

The following shall apply to the entirety of the Plan and all benefits described therein.

Excess Insurance

Except as outlined in the "Effect on Benefits" provision in regard to any Other Plan, if at the time of Injury, Illness or disability there is available, or potentially available any coverage (including but not limited to coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of coverage.

The Plan's benefits shall be excess to any of the following:

1. The responsible party, its insurer, or any other guarantor source on behalf of that party.
2. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage.
3. Any policy of insurance from any insurance company or guarantor of a responsible third party, including but not limited to an employer's policy.
4. Workers' compensation or other liability insurance company.
5. Any of the following:
    - Crime victim restitution funds.
    - Civil restitution funds.
    - No-fault restitution funds such as vaccine injury compensation funds.
    - Any medical, applicable disability or other benefit payments.
    - School insurance coverage.

Vehicle Limitation

When medical payments are available under any vehicle insurance, the Plan shall pay excess benefits only, without reimbursement for vehicle plan and/or policy deductibles. This Plan shall always be considered secondary to such plans and/or policies and will exclude benefits subject to the Exclusion in the Plan up to maximum amount available to the Participant under applicable state law, regardless of a Participant's election of lesser coverage amount. This applies to all forms of medical payments under vehicle plans and/or policies regardless of their names, titles or classifications.

Effect on Benefits

Application to Benefit Determinations

The plan that pays first according to the rules in the provision entitled "Order of Benefit Determination" will pay as if there were no Other Plan involved. The secondary and subsequent plans will pay the balance due up to 100% of the total Covered Expenses. When there is a conflict in the rules, this Plan will never pay more than 50% of Covered Expenses when paying secondary. Benefits will be coordinated on the basis of a Claim Determination Period.

When medical payments are available under automobile insurance, this Plan will pay excess benefits only, without reimbursement for automobile plan deductibles. This Plan will always be considered secondary regardless of the

individual's election under personal injury protection (PIP) coverage with the automobile insurance carrier regarding priority of payment.

When some "Other Plan" provides benefits in the form of services (rather than cash payments), the Plan Administrator shall assess the value of said benefit(s) and determine the reasonable cash value of the service or services rendered, by determining the amount that would be payable in accordance with the terms of the Plan.

In certain instances, the benefits of the Other Plan will be ignored for the purposes of determining the benefits under this Plan. This is the case when all of the following occur:

1. The Other Plan would, according to its rules, determine its benefits after the benefits of this Plan have been determined.
2. The rules in the provision entitled "Order of Benefit Determination" would require this Plan to determine its benefits before the Other Plan.

Order of Benefit Determination
For the purposes of the provision entitled "Application to Benefit Determinations", the rules establishing the order of benefit determination between the Plan and an Other Plan are:

1. A plan without a coordinating provision will always be the primary plan.
2. The benefits of a plan which covers the person on whose expenses a claim is based other than as a dependent, shall be determined before the benefits of a plan which covers such person as a dependent.
3. If the person for whom claim is made is a dependent child covered under both parents' plans, the plan covering the parent whose birthday (month and day of birth, not year) falls earlier in the year will be primary, except:
    a. When the parents were never married, are separated, or are divorced, the benefits of a plan which covers the child as a dependent of the parent with custody will be determined before the benefits of a plan which covers the child as a dependent of the parent without custody.
    b. When the parents are divorced and the parent with custody of the child has remarried, the benefits of a plan which covers the child as a dependent of the parent with custody shall be determined before the benefits of a plan which covers that child as a dependent of the stepparent, and the benefits of a plan which covers that child as a dependent of the stepparent will be determined before the benefits of a plan which covers that child as a dependent of the parent without custody.

    Notwithstanding the above, if there is a court decree which would otherwise establish financial responsibility for the child's health care expenses, the benefits of the plan which covers the child as a dependent of the parent with such financial responsibility shall be determined before the benefits of any Other Plan which covers the child as a dependent child.

4. When the rules above do not establish an order of benefit determination, the benefits of a plan which has covered the person on whose expenses a claim is based for the longer period of time shall be determined before the benefits of a plan which has covered such person for the shorter period of time.
5. To the extent required by Federal and State regulations, this Plan will pay before any Medicare, Tricare, Medicaid, State child health benefits or other applicable State health benefits program.

Right to Receive and Release Necessary Information

The Plan Administrator may, without notice to or consent of any person, release to or obtain from any insurance company or other organization or individual any information regarding coverage, expenses, and benefits which the Plan Administrator, in its sole discretion, considers necessary to determine, implement and apply the terms of this provision or any provision of similar purpose of any Other Plan. Any Participant claiming benefits under this Plan shall furnish to the Plan Administrator such information as requested and as may be necessary to implement this provision.

Facility of Payment

A payment made under any Other Plan may include an amount that should have been paid under this Plan. The Plan Administrator may, in its sole discretion, pay any organizations making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision. Any such amount paid under this provision

shall be deemed to be benefits paid under this Plan. The Plan Administrator will not have to pay such amount again and this Plan shall be fully discharged from liability.

Right of Recovery

In accordance with the Recovery of Payments provision, whenever payments have been made by this Plan with respect to Covered Expenses in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this Coordination of Benefits section, the Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following as this Plan shall determine: any person to or with respect to whom such payments were made, or such person's legal representative, any insurance companies, or any other individuals or organizations which the Plan determines are responsible for payment of such Covered Expenses, and any future benefits payable to the Participant or his or her Dependents. Please see the Recovery of Payments provision above for more details.

MEDICARE

Applicable to Active Employees and Their Spouses Ages 65 and Over

An Active Employee and his or her spouse (ages 65 and over) may, at the option of such Employee, elect or reject coverage under this Plan. If such Employee elects coverage under this Plan, the benefits of this Plan shall be determined before any benefits provided by Medicare. If coverage under this Plan is rejected by such Employee, benefits listed herein will not be payable even as secondary coverage to Medicare.

Applicable to All Other Participants Eligible for Medicare Benefits

To the extent required by Federal regulations, this Plan will pay before any Medicare benefits. There are some circumstances under which Medicare would be required to pay its benefits first. In these cases, benefits under this Plan would be calculated as secondary payor (as described under the section entitled “Coordination of Benefits”). If the Provider accepts assignment with Medicare, Covered Expenses will not exceed the Medicare approved expenses.

Applicable to Medicare Services Furnished to End Stage Renal Disease (“ESRD”) Participants Who Are Covered Under This Plan

If any Participant is enrolled in Medicare coverage because of ESRD, the benefits of the Plan will be determined before Medicare benefits for the first 30 months of the Participant's Medicare entitlement, regardless of the date of enrollment, unless applicable Federal law provides to the contrary, in which event the benefits of the Plan will be determined in accordance with such law.

THIRD PARTY RECOVERY, SUBROGATION AND REIMBURSEMENT

Payment Condition

The Plan, in its sole discretion, may elect to conditionally advance payment of benefits in those situations where an Injury, Illness or disability is caused in whole or in part by, or results from the acts or omissions of Participants, and/or their Dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (collectively referred to hereinafter in this section as "Participant(s)") or a third party, where any party besides the Plan may be responsible for expenses arising from an incident, and/or other funds are available, including but not limited to crime victim restitution funds, civil restitution funds, no-fault restitution funds (including vaccine injury compensation funds), uninsured motorist, underinsured motorist, medical payment provisions, third party assets, third party insurance, and/or guarantor(s) of a third party, any medical, applicable disability, or other benefit payments, and school insurance coverage (collectively "Coverage").

Participant(s), his or her attorney, and/or legal guardian of a minor or incapacitated individual agrees that acceptance of the Plan's conditional payment of medical benefits is constructive notice of these provisions in their entirety and agrees to maintain 100% of the Plan's conditional payment of benefits or the full extent of payment from any one or combination of first and third party sources in trust, without disruption except for reimbursement to the Plan or the Plan's assignee. The Plan shall have an equitable lien on any funds received by the Participant(s) and/or their attorney from any source and said funds shall be held in trust until such time as the obligations under this provision are fully satisfied. The Participant(s) agrees to include the Plan's name as a co-payee on any and all settlement drafts. Further, by accepting benefits the Participant(s) understands that any recovery obtained pursuant to this section is an asset of the Plan to the extent of the amount of benefits paid by the Plan and that the Participant shall be a trustee over those Plan assets.

In the event a Participant(s) settles, recovers, or is reimbursed by any Coverage, the Participant(s) agrees to reimburse the Plan for all benefits paid or that will be paid by the Plan on behalf of the Participant(s). When such a recovery does not include payment for future treatment, the Plan's right to reimbursement extends to all benefits paid or that will be paid by the Plan on behalf of the Participant(s) for charges Incurred up to the date such Coverage or third party is fully released from liability, including any such charges not yet submitted to the Plan. If the Participant(s) fails to reimburse the Plan out of any judgment or settlement received, the Participant(s) will be responsible for any and all expenses (fees and costs) associated with the Plan's attempt to recover such money. Nothing herein shall be construed as prohibiting the Plan from claiming reimbursement for charges Incurred after the date of settlement if such recovery provides for consideration of future medical expenses.

If there is more than one party responsible for charges paid by the Plan, or may be responsible for charges paid by the Plan, the Plan will not be required to select a particular party from whom reimbursement is due. Furthermore, unallocated settlement funds meant to compensate multiple injured parties of which the Participant(s) is/are only one or a few, that unallocated settlement fund is considered designated as an "identifiable" fund from which the plan may seek reimbursement.

Subrogation

As a condition to participating in and receiving benefits under this Plan, the Participant(s) agrees to assign to the Plan the right to subrogate and pursue any and all claims, causes of action or rights that may arise against any person, corporation and/or entity and to any Coverage to which the Participant(s) is entitled, regardless of how classified or characterized, at the Plan's discretion, if the Participant(s) fails to so pursue said rights and/or action.

If a Participant(s) receives or becomes entitled to receive benefits, an automatic equitable lien attaches in favor of the Plan to any claim, which any Participant(s) may have against any Coverage and/or party causing the Illness or Injury to the extent of such conditional payment by the Plan plus reasonable costs of collection. The Participant is obligated to notify the Plan or its authorized representative of any settlement prior to finalization of the settlement, execution of a release, or receipt of applicable funds. The Participant is also obligated to hold any and all funds so received in trust on the Plan's behalf and function as a trustee as it applies to those funds until the Plan's rights described herein are honored and the Plan is reimbursed.

The Plan may, at its discretion, in its own name or in the name of the Participant(s) commence a proceeding or pursue a claim against any party or Coverage for the recovery of all damages to the full extent of the value of any such benefits or conditional payments advanced by the Plan.

If the Participant(s) fails to file a claim or pursue damages against:

1. The responsible party, its insurer, or any other guarantor on behalf of that party.
2. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage.
3. Any policy of insurance from any insurance company or guarantor of a responsible third party, including but not limited to an employer's policy.
4. Workers' compensation or other liability insurance company.
5. Any of the following:
    - Crime victim restitution funds
    - Civil restitution funds
    - No-fault restitution funds such as vaccine injury compensation funds
    - Any medical, applicable disability or other benefit payments
    - School insurance coverage

the Participant(s) authorizes the Plan to pursue, sue, compromise and/or settle any such claims in the Participant's/Participants' and/or the Plan's name and agrees to fully cooperate with the Plan in the prosecution of any such claims. The Participant(s) assigns all rights to the Plan or its assignee to pursue a claim and the recovery of all expenses from any and all sources listed above.

Right of Reimbursement

The Plan shall be entitled to recover 100% of the benefits paid or payable benefits Incurred, that have been paid and/or will be paid by the Plan, or were otherwise Incurred by the Participant(s) prior to and until the release from liability of the liable entity, as applicable, without deduction for attorneys' fees and costs or application of the common fund doctrine, made whole doctrine, or any other similar legal or equitable theory, and without regard to whether the Participant(s) is fully compensated by his or her recovery from all sources. The Plan shall have an equitable lien which supersedes all common law or statutory rules, doctrines, and laws of any State prohibiting assignment of rights which interferes with or compromises in any way the Plan's equitable lien and right to reimbursement. The obligation to reimburse the Plan in full exists regardless of how the judgment or settlement is classified and whether or not the judgment or settlement specifically designates the recovery or a portion of it as including medical, disability, or other expenses and extends until the date upon which the liable party is released from liability. If the Participant's/Participants' recovery is less than the benefits paid, then the Plan is entitled to be paid all of the recovery achieved. Any funds received by the Participant are deemed held in constructive trust and should not be dissipated or disbursed until such time as the Participant's obligation to reimburse the Plan has been satisfied in accordance with these provisions. The Participant is also obligated to hold any and all funds so received in trust on the Plan's behalf and function as a trustee as it applies to those funds until the Plan's rights described herein are honored and the Plan is reimbursed.

No court costs, experts' fees, attorneys' fees, filing fees, or other costs or expenses of litigation may be deducted from the Plan's recovery without the prior, express written consent of the Plan. Additionally, the Participant shall indemnify the Plan against any of the Participant's attorney's fees, costs, or other expenses related to the Participant's recovery for which the Plan becomes responsible by any means other than the Plan's explicit written consent.

The Plan's right of subrogation and reimbursement will not be reduced or affected as a result of any fault or claim on the part of the Participant(s), whether under the doctrines of causation, comparative fault or contributory negligence, or other similar doctrine in law. Accordingly, any lien reduction statutes, which attempt to apply such laws and reduce a subrogating Plan's recovery will not be applicable to the Plan and will not reduce the Plan's reimbursement rights.

These rights of subrogation and reimbursement shall apply without regard to whether any separate written acknowledgment of these rights is required by the Plan and signed by the Participant(s).

This provision shall not limit any other remedies of the Plan provided by law. These rights of subrogation and reimbursement shall apply without regard to the location of the event that led to or caused the applicable Illness, Injury or disability.

Participant is a Trustee Over Plan Assets

Any Participant who receives benefits and is therefore subject to the terms of this section is hereby deemed a recipient and holder of Plan assets and is therefore deemed a trustee of the Plan solely as it relates to possession of any funds

which may be owed to the Plan as a result of any settlement, judgment or recovery through any other means arising from any injury or accident. By virtue of this status, the Participant understands that he or she is required to:

1. Notify the Plan or its authorized representative of any settlement prior to finalization of the settlement, execution of a release, or receipt of applicable funds.
2. Instruct his or her attorney to ensure that the Plan and/or its authorized representative is included as a payee on all settlement drafts.
3. In circumstances where the Participant is not represented by an attorney, instruct the insurance company or any third party from whom the Participant obtains a settlement, judgment or other source of Coverage to include the Plan or its authorized representative as a payee on the settlement draft.
4. Hold any and all funds so received in trust, on the Plan's behalf, and function as a trustee as it applies to those funds, until the Plan's rights described herein are honored and the Plan is reimbursed.

To the extent the Participant disputes this obligation to the Plan under this section, the Participant or any of its agents or representatives is also required to hold any/all settlement funds, including the entire settlement if the settlement is less than the Plan's interests, and without reduction in consideration of attorneys' fees, for which he or she exercises control, in an account segregated from their general accounts or general assets until such time as the dispute is resolved.

No Participant, beneficiary, or the agents or representatives thereof, exercising control over plan assets and incurring trustee responsibility in accordance with this section will have any authority to accept any reduction of the Plan's interest on the Plan's behalf.

Release of Liability

The Plan's right to reimbursement extends to any incident related care that is received by the Participant(s) ("Incurred") prior to the liable party being released from liability. The Participant's/Participants' obligation to reimburse the Plan is therefore tethered to the date upon which the claims were Incurred, not the date upon which the payment is made by the Plan. In the case of a settlement, the Participant has an obligation to review the "lien" provided by the Plan and reflecting claims paid by the Plan for which it seeks reimbursement, prior to settlement and/or executing a release of any liable or potentially liable third party, and is also obligated to advise the Plan of any incident related care Incurred prior to the proposed date of settlement and/or release, which is not listed but has been or will be incurred, and for which the Plan will be asked to pay.

Excess Insurance

Except as outlined in the "Effect on Benefits" provision in regard to any Other Plan, if at the time of Injury, Illness or disability there is available, or potentially available any Coverage (including but not limited to coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of Coverage, except as otherwise provided for under the Plan's Coordination of Benefits section.

The Plan's benefits shall be excess to any of the following:

1. The responsible party, its insurer, or any other guarantor on behalf of that party.
2. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage.
3. Any policy of insurance from any insurance company or guarantor of a responsible third party, including but not limited to an employer's policy.
4. Workers' compensation or other liability insurance company.
5. Any of the following:
    - Crime victim restitution funds
    - Civil restitution funds
    - No-fault restitution funds such as vaccine injury compensation funds
    - Any medical, applicable disability or other benefit payments
    - School insurance coverage

Separation of Funds

Benefits paid by the Plan, funds recovered by the Participant(s), and funds held in trust over which the Plan has an equitable lien exist separately from the property and estate of the Participant(s), such that the death of the

Participant(s), or filing of bankruptcy by the Participant(s), will not affect the Plan's equitable lien, the funds over which the Plan has a lien, or the Plan's right to subrogation and reimbursement.

Wrongful Death

In the event that the Participant(s) dies as a result of his or her Injuries and a wrongful death or survivor claim is asserted against a third party or any Coverage, the Plan's subrogation and reimbursement rights shall still apply, and the entity pursuing said claim shall honor and enforce these Plan rights and terms by which benefits are paid on behalf of the Participant(s) and all others that benefit from such payment.

Obligations

It is the Participant's/Participants' obligation at all times, both prior to and after payment of medical benefits by the Plan:

1. To cooperate with the Plan, or any representatives of the Plan, in protecting its rights, including discovery, attending depositions, and/or cooperating in trial to preserve the Plan's rights.
2. To provide the Plan with pertinent information regarding the Illness, disability, or Injury, including accident reports, settlement information and any other requested additional information.
3. To take such action and execute such documents as the Plan may require to facilitate enforcement of its subrogation and reimbursement rights.
4. To do nothing to prejudice the Plan's rights of subrogation and reimbursement.
5. To promptly reimburse the Plan when a recovery through settlement, judgment, award or other payment is received.
6. To notify the Plan or its authorized representative of any incident related claims or care which may be not identified within the lien (but has been Incurred) and/or reimbursement request submitted by or on behalf of the Plan.
7. To notify the Plan or its authorized representative of any settlement prior to finalization of the settlement.
8. To not settle or release, without the prior consent of the Plan, any claim to the extent that the Participant may have against any responsible party or Coverage.
9. To instruct his or her attorney to ensure that the Plan and/or its authorized representative is included as a payee on any settlement draft.
10. In circumstances where the Participant is not represented by an attorney, instruct the insurance company or any third party from whom the Participant obtains a settlement to include the Plan or its authorized representative as a payee on the settlement draft.
11. To make good faith efforts to prevent disbursement of settlement funds until such time as any dispute between the Plan and Participant over settlement funds is resolved.

If the Participant(s) and/or his or her attorney fails to reimburse the Plan for all benefits paid, to be paid, Incurred, or that will be Incurred, prior to the date of the release of liability from the relevant entity, as a result of said Injury or condition, out of any proceeds, judgment or settlement received, the Participant(s) will be responsible for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money from the Participant(s).

The Plan's rights to reimbursement and/or subrogation are in no way dependent upon the Participant's/Participants' cooperation or adherence to these terms.

Offset

If timely repayment is not made, or the Participant and/or his or her attorney fails to comply with any of the requirements of the Plan, the Plan has the right, in addition to any other lawful means of recovery, to deduct the value of the Participant's amount owed to the Plan. To do this, the Plan may refuse payment of any future medical benefits and any funds or payments due under this Plan on behalf of the Participant(s) in an amount equivalent to any outstanding amounts owed by the Participant to the Plan. This provision applies even if the Participant has disbursed settlement funds.

Minor Status

In the event the Participant(s) is a minor as that term is defined by applicable law, the minor's parents or court-appointed guardian shall cooperate in any and all actions by the Plan to seek and obtain requisite court approval to bind the minor and his or her estate insofar as these subrogation and reimbursement provisions are concerned.

If the minor's parents or court-appointed guardian fail to take such action, the Plan shall have no obligation to advance payment of medical benefits on behalf of the minor. Any court costs or legal fees associated with obtaining such approval shall be paid by the minor's parents or court-appointed guardian.

Language Interpretation

The Plan Administrator retains sole, full and final discretionary authority to construe and interpret the language of this provision, to determine all questions of fact and law arising under this provision, and to administer the Plan's subrogation and reimbursement rights with respect to this provision. The Plan Administrator may amend the Plan at any time without notice.

Severability

In the event that any section of this provision is considered invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining sections of this provision and Plan. The section shall be fully severable. The Plan shall be construed and enforced as if such invalid or illegal sections had never been inserted in the Plan.

CONTINUATION OF COVERAGE

NOTE: *Continuation coverage for domestic partners and their Dependents is offered voluntarily by the Employer and is not required by or subject to COBRA. A domestic partner will be treated as a "qualified beneficiary" to the same extent as if the domestic partner were the Employee's spouse. In addition, the Dependent Children of a covered domestic partner will be treated as "qualified beneficiaries" for these purposes to the same extent that Dependents of a spouse would be so treated.*

Continuation During Family and Medical Leave Act (FMLA) Leave

Regardless of the established leave policies mentioned above, the Plan shall at all times comply with FMLA. It is the intention of the Plan Administrator to provide these benefits only to the extent required by applicable law and not to grant greater rights than those so required. During a FMLA Leave, coverage will be maintained in accordance with the same Plan conditions as coverage would otherwise be provided if the covered Employee had been a continuously active employee during the entire leave period. If Plan coverage lapses during the FMLA Leave, coverage will be reinstated for the person(s) who had coverage under the Plan when the FMLA Leave began, upon the Employee's return to work at the conclusion of the FMLA Leave.

Leave Entitlements

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care with the eligible employee(s).
- To bond with a child (leave must be taken within 1 year of the child's birth or placement) with the eligible employee(s).
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition.
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job.
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

Spouses employed by the same employer are jointly entitled to a combined total of 12 workweeks of FMLA leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition. Leave for birth and care or placement for adoption or foster care must conclude within 12 months of the birth or placement.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

Benefits and Protections

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave. Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Eligibility Requirements

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must meet all of the following requirements:

- Have worked for the employer for at least 12 months.
- Have at least 1,250 hours of service in the 12 months before taking leave.*
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

Requesting Leave
Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Employer Responsibilities
Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Enforcement
Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:
1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627
https://www.dol.gov/whd/
U.S. Department of Labor Wage and Hour Division
WH1420a - REV 04/23

Continuation During USERRA

Participants who are absent from employment because they are in the Uniformed Services, and who are on active military duty, must be offered the right to continue health care benefits. If the military leave orders are for a period of 30 days or less, Participants cannot be required to pay more than the normal Participant contribution amount. After this period, Participants may elect to continue their coverage under this Plan for up to 24 months and Participants cannot be required to pay more than 102 percent of the full contribution amount during that time.

To continue coverage, Participants must comply with the terms of the Plan, including election during the Plan's annual enrollment period, and pay their contributions, if any. In addition, USERRA also requires that, regardless of whether a Participant elected to continue his or her coverage under the Plan, his or her coverage and his or her Dependents' coverage be reinstated immediately upon his or her return to employment, so long as he or she meets certain requirements contained in USERRA. Participants should contact their participating Employer for information concerning their eligibility for USERRA and any requirements of the Plan.

IMRF Continuation of Coverage

If you are participating in the IMRF you can continue coverage for yourself and your covered dependents if:

1. You retire directly from active service with the County with an attained age and accumulated creditable service which qualifies for immediate receipt of retirement pension benefits under Article 7 of the Illinois Pension Code; or,
2. You become disabled and are eligible and approved to receive disability benefits under Article 7 of the Illinois Pension Code immediately following completion of the 31-day period following the date of disability.

You must choose between this continuation option and continuation of coverage under COBRA (see the following section, *"Extension of Coverage Under COBRA"*). You have 15 days after you are notified of your continuation rights to make your written IMRF election. If you elect to continue coverage, you will be eligible for coverage under the Plan on the same basis as any other active employee. However, you will have to pay the full cost of coverage. Your first premium must be paid within 30 days of the date of your written election and on a timely basis thereafter. If you are an IMRF retiree, coverage can continue for yourself and your covered dependent until 11:59 P.M. on the earliest of:

1. The day of your reinstatement or re-entry into active service as a participant in the IMRF;
2. The day you are convicted of an IMRF job-related felony which results in a loss of benefits pursuant to Section 7-219 of the Illinois Pension Code;
3. The day you die;
4. The last day of the period for which you have paid a premium by the applicable due date;
5. The day the plan is ended;
6. The date the retired or disabled Employee (or your Dependent) becomes entitled to all Medicare benefits even if the employee (or dependent) has not enrolled in the Medicare benefits.

Pursuant to the Department of Insurance ruling dated February 18, 2003, Medicare entitlement no longer ceases your eligibility for IMRF coverage continuation. You are eligible to continue coverage under the Tazewell County Medicare Eligible Retirees Plan. IMRF Medicare Eligible Retirees will automatically be rolled to this Plan in the month they become Medicare Eligible regardless of whether or not they purchase Medicare coverage. If you are an IMRF disabled employee, coverage can continue for yourself and your covered dependent until 11:59 P.M. on the earliest of:

1. The day of your reinstatement or re-entry into active service as a participant in the IMRF;
2. The day you are convicted of an IMRF job-related felony which results in a loss of benefits pursuant to Section 7-219 of the Illinois Pension Code;16
3. The day you die;
4. The day you exercise any refund option or accept any separation benefit available under Article 7 of the Illinois Pension Code;
5. The last day of the period for which you have paid a premium by the applicable due date;
6. The day the Plan is ended;
7. The date the retired or disabled Employee (or your Dependent) becomes entitled to all Medicare benefits even if the employee (or dependent) has not enrolled in the Medicare benefits.

Pursuant to the Department of Insurance ruling dated February 18, 2003, Medicare entitlement no longer ceases your eligibility for IMRF coverage continuation. You are eligible to continue coverage under the Tazewell County Medicare Eligible Retirees Plan. IMRF Medicare Eligible Retirees will automatically be rolled to this Plan in the month they become Medicare Eligible regardless of whether or not they purchase Medicare coverage. Continuation of Coverage Following the Death of an IMRF Pension Recipient

If you should die while continuing Family coverage, your surviving spouse and covered dependents may be eligible to continue coverage if:

1. The surviving spouse was married to you for at least 365 days prior to the date of your death and for at least 365 days prior to the date of your termination of active employment with the

District; and,
2. For a surviving spouse of a retiree, he or she is eligible to receive a surviving spouse's pension from the Illinois Municipal Retirement Fund; or,
3. For a surviving spouse of a disabled employee, he or she was the designated beneficiary and elects to receive a monthly surviving spouse pension from the Illinois Municipal Retirement Fund in lieu of a lump sum death benefit; and,
4. The surviving spouse is not eligible for or, if eligible, does not elect continuation of coverage under COBRA.

If your surviving spouse and dependent children are eligible for coverage continuation, they will be eligible to continued coverage until 11:59 P.M. on the first of the following days to occur:

1. The day prior to the day the surviving spouse remarries if he or she remarries prior to his or her attainment of age 55;
2. The day the surviving spouse dies;
3. The last day of the period for which the surviving spouse has paid a premium by the applicable due date;
4. For a child, the day on which a child no longer meets the definition of an eligible dependent;
5. The day the Plan is ended;
6. The date the retired or disabled Employee (or your Dependent) becomes entitled to all Medicare benefits even if the employee (or dependent) has not enrolled in the Medicare benefits.

Pursuant to the Department of Insurance ruling dated February 18, 2003, Medicare entitlement no longer ceases your eligibility for IMRF coverage continuation. IMRF Medicare Eligible Retirees will automatically be rolled to this Plan in the month they become Medicare Eligible regardless of whether or not they purchase Medicare coverage.

Continuation of Coverage During Periods of Employer-Certified Disability, Workman's Compensation, Leaves of Absence, or Layoff.

If coverage under the Plan would otherwise terminate with respect to a covered person or covered dependent, benefits will continue to be provided for those individuals to the extent required by Illinois law, a collective bargaining agreement in effect with respect to the Employer, a letter of agreement issued pursuant to a collective bargaining agreement in effect with respect to the Employer, a resolution or ordinance of the Employer, or the Employer's personnel policies. Except to the extent specifically provided in the foregoing, coverage under the Plan will terminate on the date the Covered Person is eligible for Medicare benefits. Such period of leave, in most instances, will count towards the calculation of maximum extended coverage under COBRA. While continued, coverage will be that which was in force on the last day worked as an Active Employee. However, if benefits reduce for others in the class, they will also reduce for the continued person.

Health Insurance Marketplace Options for You and Your Family

There may be other coverage options for you and your family. When key parts of the health care law take effect, you will be able to buy coverage through the Health Insurance Marketplace. In the Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you decide to enroll. Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace. Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees if you request enrollment within 30 days. For more information about health insurance options available through a Health Insurance Marketplace visit https://www.healthcare.gov.

Deputy's Continuation Privilege

The following Sheriff's deputies and certain of their Covered Dependents will have the right to continue coverage at their own expense when the deputy's eligibility under this Plan ends because of:

- The deputy's retirement as a deferred pensioner under Section 367h of the Illinois Insurance Code;

- The deputy's retirement from active service as a deputy with an attained age and accumulated creditable service which together qualify the deputy for immediate receipt of retirement pension benefits under Section 7-142.1 of the Illinois Pension Code; or

- The deputy's disability is established under Article 7 of the Illinois Pension Code.

Coverage under this Section may be continued until the earliest of:

- The deputy's reinstatement or reentry into active service on the Employer's Sheriff's department;
- The deputy's exercise of any refund option or any separation benefit available under Article 7 of the Illinois Pension Code;
- The deputy's loss of any benefits provided for in Section 7-219 of Article 7 of the Illinois Pension Code;
- The deputy's death; or
- The surviving spouse of a deputy: is no longer eligible to receive a surviving spouse's monthly pension; or
- Dies or remarries.

Coverage for such retired and disabled deputies and their surviving spouses will be the same as for other Covered Persons and Covered Dependents and will be subject to any benefit changes or cost increases which take effect after the deputy is removed from the Employer's payroll. However, only Eligible Dependents who were Covered Dependents on the day immediately preceding the day on which the retirement or disability period of the deputy begins may continue on the Plan. The retired or disabled deputy or his surviving spouse will be required to pay one hundred percent (100%) of the cost of Plan coverage by each monthly due date.

Within fifteen (15) days after a deputy retires, is removed from the Employer's payroll due to disability, or dies, the Employer will:

a) verify the deputy's surviving spouse's eligibility for benefits; and

b) send the deputy or surviving spouse a notice of this continuation privilege (including the cost for continued Plan coverage).

To continue Plan coverage, the retired or disabled deputy or surviving spouse must send the Employer written election and first payment within fifteen (15) days after receipt of notice. In some cases, the individual may sign written authorization for the pension fund to deduct future monthly payments for the cost of Plan coverage from his or her monthly pension benefits.

When Dependent Coverage Terminates. A Dependent's coverage will terminate on the earliest of these dates (except in certain circumstances, a covered Dependent may be eligible for COBRA continuation coverage. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled Continuation Coverage Rights under COBRA):

1. The date the Plan or Dependent coverage under the Plan is terminated.

2. The date that the Employee's coverage under the Plan terminates for any reason including death. (See the section entitled Continuation Coverage Rights under COBRA.)

3. The date a covered Spouse loses coverage due to loss of eligibility status. (See the section entitled Continuation Coverage Rights under COBRA.)

4. Coverage on the last day of the month in which the Qualified Dependent ceases to meet the applicable eligibility requirements. (See the section entitled Continuation Coverage Rights under COBRA.)

5. Coverage will end on the last day of the month in which the Child ceases to meet the applicable eligibility requirements. (See the section entitled Continuation Coverage Rights under COBRA.)

6. The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.

7. If a Dependent commits fraud or makes an intentional misrepresentation of material fact in applying for or obtaining coverage, or obtaining benefits under the Plan, or fails to notify the Plan Administrator that he or she has become ineligible for coverage, then the Employer or Plan may either void coverage for the Dependent for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. If coverage is to be terminated or voided retroactively for fraud or misrepresentation, the Plan will provide at least 30 days' advance written notice of such action.

Continuation During COBRA – Introduction

The right to this form of continued coverage was created by a Federal law, under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"). COBRA Continuation Coverage can become available to Participants when they otherwise would lose their group health coverage. It also can become available to other members of the Participant's family who are covered under the Plan when they otherwise would lose their group health coverage. Under the Plan, certain Participants and their eligible family members (called Qualified Beneficiaries) that elect COBRA Continuation Coverage must pay the entire cost of the coverage, including a reasonable administration fee. There are several ways coverage will terminate, including the failure of the Participant or their covered Dependents to make timely payment of contributions or premiums. For additional information, Participants should contact the Participating Employer to determine if COBRA applies to him or her and/or his or her covered Dependents.

To the extent the Plan does not fully or accurately reflect applicable COBRA regulations, the Plan will at all times comply with such regulations, including but not limited to continuation coverage in connection with a business reorganization or employer withdrawal from a multiemployer plan.

Participants may have other options available when group health coverage is lost. For example, a Participant may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, the Participant may qualify for lower costs on his or her monthly premiums and lower out-of-pocket costs. Participants can learn more about many of these options at www.healthcare.gov. Additionally, the Participant may qualify for a 30-day special enrollment period for another group health plan for which the Participant is eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

COBRA Continuation Coverage

"COBRA Continuation Coverage" is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "Qualifying Event." COBRA (and the description of COBRA Continuation Coverage contained in this Plan) does not apply to the following benefits (if available as part of the Employer's plan): life insurance, accidental death and dismemberment benefits, and weekly income or long term disability benefits. The aforementioned benefits are not considered for continuation under COBRA. The Plan provides no greater COBRA rights than what COBRA requires – nothing in this Plan is intended to expand the Participant's rights beyond COBRA's requirements.

Qualifying Events

A qualifying event is any of those listed below if the Plan provided that the Participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the qualifying event) in the absence of COBRA continuation coverage. After a Qualifying Event, COBRA Continuation Coverage must be offered to each person who is a "Qualified Beneficiary". A Qualified Beneficiary is someone who is or was covered by the Plan, and has lost or will lose coverage under the Plan due to the occurrence of a Qualifying Event. The Employee and/or Employee's Dependents could therefore become Qualified Beneficiaries if applicable coverage under the Plan is lost because of the Qualifying Event.

An Employee, who is properly enrolled in this Plan and is a covered Employee, will become a Qualified Beneficiary if he or she loses his or her coverage under the Plan because either one of the following Qualifying Events happens:

1. The hours of employment are reduced.
2. The employment ends for any reason other than gross misconduct.

The spouse of a covered Employee will become a Qualified Beneficiary if he or she loses his or her coverage under the Plan because any of the following Qualifying Events happens:

1. The Employee dies.
2. The Employee's hours of employment are reduced.
3. The Employee's employment ends for any reason other than his or her gross misconduct.
4. The Employee becomes entitled to Medicare benefits (under Part A, Part B, or both).
5. The Employee becomes divorced or Legally Separated from his or her spouse.

Dependent Children will become Qualified Beneficiaries if they lose coverage under the Plan because any of the following Qualifying Events happens:

1. The parent-covered Employee dies.
2. The parent-covered Employee's hours of employment are reduced.
3. The parent-covered Employee's employment ends for any reason other than his or her gross misconduct.
4. The parent-covered Employee becomes entitled to Medicare benefits (Part A, Part B, or both).
5. The parents become divorced or Legally Separated.
6. The Child stops being eligible for coverage under the Plan as a Dependent Child.

Filing a proceeding in bankruptcy under title 11 of the United States Code may be a Qualifying Event. If a proceeding in bankruptcy is filed with respect to Employer, and that bankruptcy results in the loss of coverage for any retired Employee covered under the Plan, the retired Employee will become a Qualified Beneficiary, with the bankruptcy being deemed to be the Qualifying Event. The retired Employee's Dependent(s) (if applicable) will also become Qualified Beneficiaries if the bankruptcy (Qualifying Event) results in a loss of their coverage under the Plan.

Employer Notice of Qualifying Events

When the Qualifying Event is the end of employment (for reasons other than gross misconduct), reduction of hours of employment, death of the covered Employee, commencement of a proceeding in bankruptcy with respect to the Employer (as applicable), or the covered Employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the Employer must notify the COBRA Administrator of the Qualifying Event.

Employee Notice of Qualifying Events

In certain circumstances, the covered Employee or Qualified Beneficiary, in order to protect his or her rights under COBRA, is required to provide notification to the COBRA Administrator in writing, either by U.S. First Class Mail or hand delivery. These circumstances are any of the following:

1. **Notice of Divorce or Separation:** Notice of the occurrence of a Qualifying Event that is a divorce or Legal Separation of a covered Employee (or former Employee) from his or her spouse.
2. **Notice of Child's Loss of Dependent Status:** Notice of the occurrence of a Qualifying Event that is an individual's ceasing to be eligible as a Dependent Child under the terms of the Plan.
3. **Notice of a Second Qualifying Event:** Notice of the occurrence of a second Qualifying Event after a Qualified Beneficiary has become entitled to COBRA Continuation Coverage with a maximum duration of 18 (or 29) months.
4. **Notice Regarding Disability:** Notice that a Qualified Beneficiary entitled to receive COBRA Continuation Coverage with a maximum duration of 18 months has been determined by the Social Security Administration ("SSA") to be disabled at any time during the first 60 days of COBRA Continuation Coverage.
5. **Notice Regarding End of Disability:** Notice that a Qualified Beneficiary, with respect to whom a notice described above in #4 has been provided, has subsequently been determined by the SSA to no longer be disabled.

As indicated above, Notification of a Qualifying Event must be made in writing. Notice must be made by submitting the "Notice of Qualifying Event" form and mailing it by U.S. First Class Mail or hand delivery to the COBRA Administrator. This form is available, without charge, from the COBRA Administrator.

Notification must include an adequate description of the Qualifying Event or disability determination. Please see the remainder of this section for additional information.
Notification must be received by the COBRA Administrator, who is:

Consociate Health
2828 North Monroe Street
Decatur, IL 62526
Phone: 1-800-798-2422
Fax: 1-217-423-4575
Website: www.consociatehealth.com

A form of notice is available, free of charge, from the COBRA Administrator and must be used when providing the notice.

Deadline for providing the notice
For Qualifying Events described above, notice must be furnished within 60 days of the latest occurring event set forth below:

1. The date upon which the Qualifying Event occurs.
2. The date upon which the Qualified Beneficiary loses (or would lose) Plan coverage due to a Qualifying Event.
3. The date upon which the Qualified Beneficiary is notified via the Plan's SPD or general notice, and/or becomes aware of their status as a Qualified Beneficiary and/or the occurrence of a Qualifying Event; as well as their subsequent responsibility to comply with the Plan's procedure(s) for providing notice to the COBRA Administrator regarding said status.

As described above, if an Employee or Qualified Beneficiary is determined to be disabled under the Social Security Act, the notice must be delivered no more than 60 days after the latest of:

1. The date of the disability determination by the SSA.
2. The date on which a Qualifying Event occurs.
3. The date on which the Qualified Beneficiary loses (or would lose) coverage under the Plan as a result of the Qualifying Event.
4. The date on which the Qualified Beneficiary is informed, through the furnishing of the Plan's SPD or the general notice, of both the responsibility to provide the notice and the Plan's procedures for providing such notice to the COBRA Administrator.

In any event, this notice must be provided within the first 18 months of COBRA Continuation Coverage.

For a change in disability status described above, the notice must be furnished by the date that is 30 days after the later of:

1. The date of the final determination by the SSA that the Qualified Beneficiary is no longer disabled.
2. The date on which the Qualified Beneficiary is informed, through the furnishing of the Plan's SPD or the general notice, of both the responsibility to provide the notice and the Plan's procedures for providing such notice to the COBRA Administrator.

The notice must be postmarked (if mailed), or received by the COBRA Administrator (if hand delivered), by the deadline set forth above. If the notice is late, the opportunity to elect or extend COBRA Continuation Coverage is lost, and if the person is electing COBRA Continuation Coverage, his or her coverage under the Plan will terminate on the last date for which he or she is eligible under the terms of the Plan, or if the person is extending COBRA Continuation Coverage, such Coverage will end on the last day of the initial 18 month COBRA coverage period.

Who Can Provide the Notice
Any individual who is the covered Employee (or former Employee) with respect to a Qualifying Event, or any representative acting on behalf of the covered Employee (or former Employee) or Qualified Beneficiary, may provide the notice. Notice by one individual shall satisfy any responsibility to provide notice on behalf of all related Qualified Beneficiaries with respect to the Qualifying Event.

Required Contents of the Notice

After receiving a notice of a Qualifying Event, the Plan must provide the Qualified Beneficiary with an election notice, which describes their rights to COBRA Continuation Coverage and how to make such an election. The notice must contain the following information:

1. Name and address of the covered Employee or former Employee.
2. Name of the Plan and the name, address, and telephone number of the Plan's COBRA administrator.
3. Identification of the Qualifying Event and its date (the initial Qualifying Event and its date if the Qualifying Participant is already receiving COBRA Continuation Coverage and wishes to extend the maximum coverage period).
4. A description of the Qualifying Event (for example, divorce, Legal Separation, cessation of Dependent status, entitlement to Medicare by the covered Employee or former Employee, death of the covered Employee or former Employee, disability of a Qualified Beneficiary or loss of disability status).
    a. In the case of a Qualifying Event that is divorce or Legal Separation, name(s) and address(es) of spouse and Dependent Child or Children covered under the Plan, date of divorce or Legal Separation, and a copy of the decree of divorce or Legal Separation.
    b. In the case of a Qualifying Event that is Medicare entitlement of the covered Employee or former Employee, date of entitlement, and name(s) and address(es) of spouse and Dependent Child or Children covered under the Plan.
    c. In the case of a Qualifying Event that is a Dependent Child's cessation of Dependent status under the Plan, name and address of the Child, reason the Child ceased to be an eligible Dependent (for example, attained limiting age).
    d. In the case of a Qualifying Event that is the death of the covered Employee or former Employee, the date of death, and name(s) and address(es) of spouse and Dependent Child or Children covered under the Plan.
    e. In the case of a Qualifying Event that is disability of a Qualified Beneficiary, name and address of the disabled Qualified Beneficiary, name(s) and address(es) of other family members covered under the Plan, the date the disability began, the date of the SSA's determination, and a copy of the SSA's determination.
    f. In the case of a Qualifying Event that is loss of disability status, name and address of the Qualified Beneficiary who is no longer disabled, name(s) and address(es) of other family members covered under the Plan, the date the disability ended and the date of the SSA's determination.
5. Identification of the Qualified Beneficiaries (by name or by status).
6. An explanation of the Qualified Beneficiaries' right to elect continuation coverage.
7. The date coverage will terminate (or has terminated) if continuation coverage is not elected.
8. How to elect continuation coverage.
9. What will happen if continuation coverage isn't elected or is waived.
10. What continuation coverage is available, for how long, and (if it is for less than 36 months), how it can be extended for disability or second qualifying events.
11. How continuation coverage might terminate early.
12. Premium payment requirements, including due dates and grace periods.
13. A statement of the importance of keeping the Plan Administrator informed of the addresses of Qualified Beneficiaries.
14. A statement that the election notice does not fully describe COBRA or the plan and that more information is available from the Plan Administrator and in the SPD.
15. A certification that the information is true and correct, a signature and date.

If a copy of the decree of divorce or Legal Separation or the SSA's determination cannot be provided by the deadline for providing the notice, complete and provide the notice, as instructed, by the deadline and submit the copy of the decree of divorce or Legal Separation or the SSA's determination within 30 days after the deadline. The notice will be timely if done so. However, no COBRA Continuation Coverage, or extension of such Coverage, will be available until the copy of the decree of divorce or Legal Separation or the SSA's determination is provided.

If the notice does not contain all of the required information, the COBRA Administrator may request additional information. If the individual fails to provide such information within the time period specified by the COBRA Administrator in the request, the COBRA Administrator may reject the notice if it does not contain enough information for the COBRA Administrator to identify the plan, the covered Employee (or former Employee), the Qualified Beneficiaries, the Qualifying Event or disability, and the date on which the Qualifying Event, if any, occurred.

Electing COBRA Continuation Coverage
Complete instructions on how to elect COBRA Continuation Coverage will be provided by the COBRA Administrator within 14 days of receiving the notice of the Qualifying Event. The individual then has 60 days in which to elect COBRA Continuation Coverage. The 60 day period is measured from the later of the date coverage terminates or the date of the notice containing the instructions. If COBRA Continuation Coverage is not elected in that 60 day period, then the right to elect it ceases.

Each Qualified Beneficiary will have an independent right to elect COBRA Continuation Coverage. Covered Employees may elect COBRA Continuation Coverage on behalf of all other Qualified Beneficiaries, including their spouses, and parents or a legal guardian may elect COBRA Continuation Coverage on behalf of their Children.

In the event that the COBRA Administrator determines that the individual is not entitled to COBRA Continuation Coverage, the COBRA Administrator will provide to the individual an explanation as to why he or she is not entitled to COBRA Continuation Coverage.

Waiver Before the End of the Election Period
If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

Duration of COBRA Continuation Coverage
The maximum time period shown below shall dictate for how long COBRA Continuation Coverage will be available. The maximum time period for coverage is based on the type of the Qualifying Event and the status of the Qualified Beneficiary. Multiple Qualifying Events that may be combined under COBRA will not ordinarily continue coverage for more than 36 months beyond the date of the original Qualifying Event. When the Qualifying Event is “entitlement to Medicare,” the 36 month continuation period is measured from the date of the original Qualifying Event. For all other Qualifying Events, the continuation period is measured from the date of the Qualifying Event, not the date of loss of coverage.

In the case of a bankruptcy Qualifying Event, the maximum coverage period for a Qualified Beneficiary who is the covered retiree ends on the date of the retiree's death. The maximum coverage period for a Qualified Beneficiary who is the covered Dependent of the retiree ends on the earlier of the Qualified Beneficiary’s death or 36 months after the death of the retiree.

When the Qualifying Event is the death of the covered Employee (or former Employee), the covered Employee’s (or former Employee’s) becoming entitled to Medicare benefits (under Part A, Part B, or both), a divorce or Legal Separation, or a Dependent Child’s losing eligibility as a Dependent Child, COBRA Continuation Coverage lasts for up to a total of 36 months.

When the Qualifying Event is the end of employment or reduction of the covered Employee’s hours of employment, and the covered Employee became entitled to Medicare benefits less than 18 months before the Qualifying Event, COBRA Continuation Coverage for Qualified Beneficiaries other than the covered Employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered Employee becomes entitled to Medicare eight months before the date on which his or her employment terminates, COBRA Continuation Coverage for his or her spouse and Children can last up to thirty-six months after the date of Medicare entitlement, which is equal to twenty-eight months after the date of the Qualifying Event (thirty-six months minus eight months).

Otherwise, when the Qualifying Event is the end of employment (for reasons other than gross misconduct) or reduction of the covered Employee’s hours of employment, COBRA Continuation Coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA Continuation Coverage can be extended.

Disability Extension of COBRA Continuation Coverage
Disability can extend the 18 month period of continuation coverage for a Qualifying Event that is a termination of employment or reduction of hours, if an Employee or anyone in an Employee’s family covered under the Plan is determined by the Social Security Administration (“SSA”) to be disabled, and the Employee notifies the COBRA

Administrator. The Employee and his or her Dependents may thereby be entitled to an additional 11 months of COBRA Continuation Coverage, for a total of 29 months, if the disability started at some time before the 60th day of COBRA Continuation Coverage and lasts at least until the end of the 18 month period of COBRA Continuation Coverage. The Plan can charge 150% of the premium cost for the extended period of coverage.

Second Qualifying Event Extension of COBRA Continuation Coverage
If an Employee's family experiences another Qualifying Event while receiving 18 months of COBRA Continuation Coverage, Dependents may receive up to 18 additional months of COBRA Continuation Coverage, for a maximum of 36 months, if notice of the second Qualifying Event is provided to the Plan Administrator or COBRA Administrator in accordance with the procedures set forth herein. This extension may be applicable to the Employee's death, Medicare Parts A and/or B eligibility, divorce or Legal Separation, or a loss of Dependent status under the terms of the Plan if the event would have also caused the spouse or Dependent Child to lose coverage under the Plan regardless of whether the first Qualifying Event had occurred.

Shorter Duration of COBRA Continuation Coverage
COBRA establishes required periods of coverage for continuation health benefits. A plan, however, may provide longer periods of coverage beyond those required by COBRA. COBRA Qualified Beneficiaries generally are eligible for group coverage during a maximum of 18 months after Qualifying Events arising due to employment termination or reduction of hours of work. Certain Qualifying Events, or a second Qualifying Events during the initial period of coverage, may permit a Qualified Beneficiary to receive a maximum of 36 months of coverage.

It is not necessary that COBRA Continuation Coverage be in effect for the maximum period of time, as set forth herein. COBRA Continuation Coverage will terminate immediately, unless otherwise noted, upon the occurrence of any of the following events:

- Contributions are not paid in full on a timely basis,
- The Plan Sponsor ceases to maintain any group health plan,
- The Qualified Beneficiary begins coverage under another group health plan after electing continuation coverage,
- The Qualified Beneficiary enrolls in Medicare Part A or B after electing continuation coverage (except as stated under COBRA's special bankruptcy rules),
- The Qualified Beneficiary engages in fraud or other conduct that would justify termination of coverage of a similarly situated participant or beneficiary not receiving continuation coverage, or
- If covered under an 11-month disability extension, there is a final determination that the Qualified Beneficiary is no longer disabled for Social Security Purposes (coverage shall terminate on the first day of the month at least 30 days after the determination is made that the Qualified Beneficiary is no longer disabled).

If COBRA Continuation Coverage is terminated early, the Plan will provide the Qualified Beneficiary with an early termination notice.

Employee Notice of Other Enrollment
If the Qualified Beneficiary becomes enrolled in Medicare or under another group health plan after electing COBRA Continuation Coverage, the Qualified Beneficiary must notify the COBRA Administrator in writing immediately.

Contribution and/or Premium Requirements
The cost of the elected COBRA Continuation Coverage must be paid within 45 days of its election. Payments will then be subsequently due on the first day of each month. COBRA Continuation Coverage will be canceled and will not be reinstated if any payment is made late; however, the Plan Administrator must allow for a 30 day grace period during which a late payment may still be made without the loss of COBRA Continuation Coverage.

Additional Information
Please contact the COBRA Administrator with any questions about the Plan and COBRA Continuation Coverage at the following:

Consociate Health
2828 North Monroe Street
Decatur, IL 62526
Phone: 1-800-798-2422
Fax: 1-217-423-4575
Website: www.consociatehealth.com

Questions concerning the Plan or COBRA continuation coverage rights should be addressed to the contact or contacts identified above. For more information about a Participant's rights under COBRA, HIPAA, the Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) or visit https://www.dol.gov/agencies/ebsa. (addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website). For more information about the Marketplace, visit www.HealthCare.gov.

Current Addresses
Important information may be distributed by mail. In order to protect the rights of the employee's family, the employee should keep the cobra administrator (who has been previously identified in this continuation of coverage section) informed of any changes in the addresses of family members.

HIPAA PRIVACY

Commitment to Protecting Health Information

The Plan will comply with the Standards for Privacy of Individually Identifiable Health Information (i.e., the "Privacy Rule") set forth by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Such standards control the dissemination of "protected health information" ("PHI") of Participants. Privacy Standards will be implemented and enforced in the offices of the Employer and Plan Sponsor and any other entity that may assist in the operation of the Plan.

The Plan is required by law to take reasonable steps to ensure the privacy of the Participant's PHI, and inform him/her about:

1. The Plan's disclosures and uses of PHI.
2. The Participant's privacy rights with respect to his or her PHI.
3. The Plan's duties with respect to his or her PHI.
4. The Participant's right to file a complaint with the Plan and with the Secretary of HHS.
5. The person or office to contact for further information about the Plan's privacy practices.

The Plan provides each Participant with a separate Notice of Privacy Practices. This Notice describes how the Plan uses and discloses a Participant's personal health information. It also describes certain rights the Participant has regarding this information. Additional copies of the Plan's Notice of Privacy Practices are available by calling 1-309-478-5917.

Within this provision capitalized terms may be used, but not otherwise defined. These terms shall have the same meaning as those terms set forth in 45 CFR Sections 160.103 and 164.501. Any HIPAA regulation modifications altering a defined HIPAA term or regulatory citation shall be deemed incorporated into this provision.

Definitions

- **Breach** means an unauthorized acquisition, access, use or disclosure of Protected Health Information ("PHI") or Electronic Protected Health Information ("ePHI") that violates the HIPAA Privacy Rule and that compromises the security or privacy of the information.

- **Protected Health Information ("PHI")** means individually identifiable health information, as defined by HIPAA, that is created or received by the Plan and that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes information of persons living or deceased.

How Health Information May Be Used and Disclosed

In general, the Privacy Rules permit the Plan to use and disclose, the minimum necessary amount, an individual's PHI, without obtaining authorization, only if the use or disclosure is for any of the following:

1. To carry out payment of benefits.
2. If the use or disclosure falls within one of the limited circumstances described in the rules (e.g., the disclosure is required by law or for public health activities).

Primary Uses and Disclosures of PHI

1. Treatment, Payment and Health Care Operations: The Plan has the right to use and disclose a Participant's PHI for all activities as included within the definitions of Treatment, Payment, and Health Care Operations and pursuant to the HIPAA Privacy Rule.
2. Business Associates: The Plan contracts with individuals and entities (Business Associates) to perform various functions on its behalf. In performance of these functions or to provide services, Business Associates will receive, create, maintain, use, or disclose PHI, but only after the Plan and

the Business Associate agree in writing to contract terms requiring the Business Associate to appropriately safeguard the Participant's information.

3. Other Covered Entities: The Plan may also disclose or share PHI with other insurance carriers (such as Medicare, etc.) in order to coordinate benefits, if a Participant has coverage through another carrier.

Disclosure of PHI to the Plan Sponsor for Plan Administration Purposes

In order that the Plan Sponsor may receive and use PHI for plan administration purposes, the Plan Sponsor agrees to:

1. Not use or further disclose PHI other than as permitted or required by the plan documents or as required by law (as defined in the Privacy Standards).
2. Ensure that any agents, including a subcontractor, to whom the Plan Sponsor provides PHI received from the Plan, agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such PHI.
3. Maintain the confidentiality of all PHI, unless an individual gives specific consent or authorization to disclose such data or unless the data is used for health care payment or Plan operations.
4. Receive PHI, in the absence of an individual's express authorization, only to carry out Plan administration functions.
5. If applicable, not use or disclose genetic information for underwriting purposes.
6. Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Plan Sponsor becomes aware.
7. Make available PHI in accordance with section 164.524 of the Privacy Standards (45 CFR 164.524).
8. Make available PHI for amendment and incorporate any amendments to PHI in accordance with section 164.526 of the Privacy Standards (45 CFR 164.526).
9. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services ("HHS"), or any other officer or Employee of HHS to whom the authority involved has been delegated, for purposes of determining compliance by the Plan with part 164, subpart E, of the Privacy Standards (45 CFR 164.500 et seq).
10. If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

Required Disclosures of PHI

1. Disclosures to Participants: The Plan is required to disclose to a Participant most of the PHI in a Designated Record Set when the Participant requests access to this information. The Plan will disclose a Participant's PHI to an individual who has been assigned as his or her representative and who has qualified for such designation in accordance with the relevant State law. Before disclosure to an individual qualified as a personal representative, the Plan must be given written supporting documentation establishing the basis of the personal representation.
   The Plan may elect not to treat the person as the Participant's personal representative if it has a reasonable belief that the Participant has been, or may be, subjected to domestic violence, abuse, or neglect by such person, it is not in the Participant's best interest to treat the person as his or her personal representative, or treating such person as his or her personal representative could endanger the Participant.

2. Disclosures to the Secretary of the U.S. Department of Health and Human Services: The Plan is required to disclose the Participant's PHI to the Secretary of the U.S. Department of Health and Human Resources when the Secretary is investigating or determining the Plan's compliance with the HIPAA Privacy Rule.

Participant's Rights

The Participant has the following rights regarding PHI about him/her:

1. Request Restrictions: The Participant has the right to request additional restrictions on the use or disclosure of PHI for treatment, payment, or health care operations. The Participant may request that the Plan restrict disclosures to family members, relatives, friends or other persons identified by him/her

who are involved in his or her care or payment for his or her care. The Plan is not required to agree to these requested restrictions.

2. Right to Receive Confidential Communication: The Participant has the right to request that he or she receive communications regarding PHI in a certain manner or at a certain location. The request must be made in writing and how the Participant would like to be contacted. The Plan will accommodate all reasonable requests.
3. Right to Receive Notice of Privacy Practices: The Participant is entitled to receive a paper copy of the plan's Notice of Privacy Practices at any time. To obtain a paper copy, contact the Privacy Officer.
4. Accounting of Disclosures: The Participant has the right to request an accounting of disclosures the Plan has made of his or her PHI. The request must be made in writing and does not apply to disclosures for treatment, payment, health care operations, and certain other purposes. The Participant is entitled to such an accounting for the six years prior to his or her request. Except as provided below, for each disclosure, the accounting will include: (a) the date of the disclosure, (b) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (c) a description of the PHI disclosed, (d) a statement of the purpose of the disclosure that reasonably informs the Participant of the basis of the disclosure, and certain other information. If the Participant wishes to make a request, please contact the Privacy Officer.
5. Access: The Participant has the right to request the opportunity to look at or get copies of PHI maintained by the Plan about him/her in certain records maintained by the Plan. If the Participant requests copies, he or she may be charged a fee to cover the costs of copying, mailing, and other supplies. If a Participant wants to inspect or copy PHI, or to have a copy of his or her PHI transmitted directly to another designated person, he or she should contact the Privacy Officer. A request to transmit PHI directly to another designated person must be in writing, signed by the Participant and the recipient must be clearly identified. The Plan must respond to the Participant's request within 30 days (in some cases, the Plan can request a 30 day extension). In very limited circumstances, the Plan may deny the Participant's request. If the Plan denies the request, the Participant may be entitled to a review of that denial.
6. Amendment: The Participant has the right to request that the Plan change or amend his or her PHI. The Plan reserves the right to require this request be in writing. Submit the request to the Privacy Officer. The Plan may deny the Participant's request in certain cases, including if it is not in writing or if he or she does not provide a reason for the request.
7. Other uses and disclosures not described in this section can only be made with authorization from the Participant. The Participant may revoke this authorization at any time.

Questions or Complaints

If the Participant wants more information about the Plan's privacy practices, has questions or concerns, or believes that the Plan may have violated his or her privacy rights, please contact the Plan using the following information. The Participant may submit a written complaint to the U.S. Department of Health and Human Services or with the Plan. The Plan will provide the Participant with the address to file his or her complaint with the U.S. Department of Health and Human Services upon request.

The Plan will not retaliate against the Participant for filing a complaint with the Plan or the U.S. Department of Health and Human Services.

Contact Information

Tazewell County
11 South 4th Street, Suite #120
Pekin, IL 61554
Phone: 1-309-478-5917

HIPAA SECURITY

Disclosure of Electronic Protected Health Information ("Electronic PHI") to the Plan Sponsor for Plan Administration Functions

STANDARDS FOR SECURITY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION ("SECURITY RULE")

The Health Insurance Portability and Accountability Act (HIPAA) and other applicable law shall override the following wherever there is a conflict, or a term or terms is/are not hereby defined.

The Security Rule imposes regulations for maintaining the integrity, confidentiality and availability of protected health information that it creates, receives, maintains, or maintains electronically that is kept in electronic format (ePHI) as required under HIPAA.

Definitions

- **Electronic Protected Health Information (ePHI),** as defined in Section 160.103 of the Security Standards (45 C.F.R. 160.103), means individually identifiable health information transmitted or maintained in any electronic media.
- **Security Incidents,** as defined within Section 164.304 of the Security Standards (45 C.F.R. 164.304), means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operation in an information system.

Plan Sponsor Obligations

To enable the Plan Sponsor to receive and use Electronic PHI for Plan Administration Functions (as defined in 45 CFR §164.504(a)), the Plan Sponsor agrees to:

1. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan.
2. Ensure that adequate separation between the Plan and the Plan Sponsor, as required in 45 CFR § 164.504(f)(2)(iii), is supported by reasonable and appropriate Security Measures.
3. Ensure that any agent, including a subcontractor, to whom the Plan Sponsor provides Electronic PHI created, received, maintained, or transmitted on behalf of the Plan, agrees to implement reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of the Electronic PHI and report to the Plan any security incident of which it becomes aware.
4. Report to the Plan any security incident of which it becomes aware.
5. Establish safeguards for information, including security systems for data processing and storage.
6. Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or Employee benefit plan of the Plan Sponsor, except pursuant to an authorization which meets the requirements of the Privacy Standards.
7. Ensure that adequate separation between the Plan and the Plan Sponsor, as required in section 164.504(f)(2)(iii) of the Privacy Standards (45 CFR 164.504(f)(2)(iii)), is established as follows:
    a. The following Employees, or classes of Employees, or other persons under control of the Plan Sponsor, shall be given access to the PHI to be disclosed:
        i. Privacy Officer.
        ii. Director of Employee Benefits.
        iii. Employee Benefits Department employees.
        iv. Information Technology Department.
    b. The access to and use of PHI by the individuals identified above shall be restricted to the plan administration functions that the Plan Sponsor performs for the Plan.

Disclosure of Summary Health Information to the Plan Sponsor

The Plan may disclose PHI to the Plan Sponsor of the group health plan for purposes of plan administration or pursuant to an authorization request signed by the Participant. The Plan may use or disclose "summary health

information" to the Plan Sponsor for obtaining premium bids or modifying, amending, or terminating the group health plan. "Summary health information" may be individually identifiable health information and it summarizes the claims history, claims expenses or the type of claims experienced by individuals in the plan, but it excludes all identifiers that must be removed for the information to be de-identified, except that it may contain geographic information to the extent that it is aggregated by five-digit zip code.

Disclosure of Certain Enrollment Information to the Plan Sponsor

Pursuant to section 164.504(f)(1)(iii) of the Privacy Standards (45 CFR 164.504(f)(1)(iii)), the Plan may disclose to the Plan Sponsor information on whether an individual is participating in the Plan or is enrolled in or has un-enrolled from a health insurance issuer or health maintenance organization offered by the Plan to the Plan Sponsor.

Disclosure of PHI to Obtain Stop-loss or Excess Loss Coverage

The Plan Sponsor may hereby authorize and direct the Plan, through the Plan Administrator or the Third Party Administrator, to disclose PHI to stop-loss carriers, excess loss carriers or managing general underwriters ("MGUs") for underwriting and other purposes in order to obtain and maintain stop-loss or excess loss coverage related to benefit claims under the Plan. Such disclosures shall be made in accordance with the Privacy Standards.

Resolution of Noncompliance

In the event that any authorized individual of the Employer's workforce uses or discloses Protected Health Information other than as permitted by the Privacy Standards, the incident shall be reported to the Privacy Officer. The Privacy Officer shall take appropriate action, including:

1. Investigation of the incident to determine whether the breach occurred inadvertently, through negligence, or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach.
2. Applying appropriate sanctions against the persons causing the breach, which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment.
3. Mitigating any harm caused by the breach, to the extent practicable.
4. Documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
5. Training Employees in privacy protection requirements and appoint a Privacy Officer responsible for such protections.
6. Disclosing the Participant's PHI to the Secretary of the U.S. Department of Health and Health and Human Resources when the Secretary is investigating or determining the Plan's compliance with the HIPAA Privacy Rule

PLAN ADMINISTRATION

The Plan Administrator has been granted the authority to administer the Plan. The Plan Administrator has retained the services of the Third Party Administrator to provide certain claims processing and other technical services. The claims processing and other technical services delegated to the Third Party Administrator notwithstanding, the Plan Administrator reserves the unilateral right and power to administer and to interpret, construe and construct the terms and provisions of the Plan, including without limitation, correcting any error or defect, supplying any omission, reconciling any inconsistency and making factual determinations.

Plan Administrator

The Plan is administered by the Plan Administrator in accordance with these provisions. An individual, committee, or entity may be appointed by the Plan Sponsor to be Plan Administrator and serve at the convenience of the Plan Sponsor. If the appointed Plan Administrator or a committee member resigns, dies, is otherwise unable to perform, is dissolved, or is removed from the position, the Plan Sponsor shall appoint a new Plan Administrator as soon as reasonably possible.

The Plan Administrator may delegate to one or more individuals or entities part or all of its discretionary authority under the Plan, provided that any such delegation must be made in writing.

The Plan shall be administered by the Plan Administrator, in accordance with its terms. Policies, interpretations, practices, and procedures are established and maintained by the Plan Administrator. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make all interpretive and factual determinations as to whether any individual is eligible and entitled to receive any benefit under the terms of this Plan, to decide disputes which may arise with respect to a Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all interested parties. Benefits will be paid under this Plan only if the Plan Administrator, in its discretion, determines that the Participant is entitled to them.

If due to errors in drafting, any Plan provision does not accurately reflect its intended meaning, as demonstrated by prior interpretations or other evidence of intent, or as determined by the Plan Administrator in its sole and exclusive judgment, the provision shall be considered ambiguous and shall be interpreted by the Plan Administrator in a fashion consistent with its intent, as determined by the Plan Administrator. The Plan may be amended retroactively to cure any such ambiguity, notwithstanding anything in the Plan to the contrary.

The foregoing provisions of this Plan may not be invoked by any person to require the Plan to be interpreted in a manner which is inconsistent with its interpretations by the Plan Administrator. All actions taken and all determinations by the Plan Administrator shall be final and binding upon all persons claiming any interest under the Plan subject only to the claims appeal procedures of the Plan.

Duties of the Plan Administrator

The duties of the Plan Administrator include the following:

1. To administer the Plan in accordance with its terms.
2. To determine all questions of eligibility, status and coverage under the Plan.
3. To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms.
4. To make factual findings.
5. To decide disputes which may arise relative to a Participant's rights and/or availability of benefits.
6. To prescribe procedures for filing a claim for benefits, to review claim denials and appeals relating to them and to uphold or reverse such denials.
7. To keep and maintain the Plan documents and all other records pertaining to the Plan.
8. To appoint and supervise a Third Party Administrator to pay claims.
9. To establish and communicate procedures to determine whether a Medical Child Support Order is a QMCSO.
10. To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate.
11. To perform each and every function necessary for or related to the Plan's administration.

Amending and Terminating the Plan

This Plan was established for the exclusive benefit of the Employees with the intention it will continue indefinitely; however, as the settlor of the Plan, the Plan Sponsor, through its directors and officers, may, in its sole discretion, at any time, amend, suspend or terminate the Plan in whole or in part. This includes amending the benefits under the Plan or the trust agreement (if any). All amendments to this Plan shall become effective as of a date established by the Plan Sponsor.

Any amendment to the Plan that is not made effective at the beginning of a normal Plan Year by integration into a full Plan Document restatement, including suspension and/or termination, shall follow the amendment procedure outlined in this section. The amendment procedure is accomplished by a separate, written amendment decided upon and/or enacted by resolution of the Plan Sponsor's directors or officers (in compliance with its articles of incorporation or bylaws and if these provisions are deemed applicable), or by the sole proprietor in his or her own discretion if the Plan Sponsor is a sole proprietorship, but always in accordance with applicable Federal and State law.

If the Plan is terminated, the rights of the Participants are limited to expenses Incurred before termination. In connection with the termination, the Plan Sponsor may establish a deadline by which all claims must be submitted for consideration. Benefits will be paid only for Covered Expenses Incurred prior to the termination date and submitted in accordance with the rules established by the Plan Sponsor. Upon termination, any Plan assets will be used to pay outstanding claims and all expenses of Plan termination. As it relates to distribution of assets upon termination of the Plan, any contributions paid by Participants will be used for the exclusive purpose of providing benefits and defraying reasonable expenses related to Plan administration, and will not inure to the benefit of the Employer.

Summary of Material Modification (SMM)

A Summary of Material Modifications reports changes in the information provided within the Summary Plan Description. Examples include a change to Deductibles, eligibility or the addition or deletion of coverage.

The Plan Administrator shall notify all covered Employees of any plan amendment considered a Material Modification by the Plan as soon as administratively feasible after its adoption, but no later than within 210 days after the close of the Plan Year in which the changes became effective. If said Material Modification is affected by amendment as described above, distribution of a copy of said written amendment, within all applicable time limits, shall be deemed sufficient notification to satisfy the Plan's Summary of Material Modifications requirements.

NOTE: *The Affordable Care Act (ACA) requires that if a Plan's Material Modifications are not reflected in the Plan's most recent Summary of Benefits and Coverage (SBC) then the Plan must provide written notice to Participants at least 60 days before the effective date of the Material Modification.*

Summary of Material Reduction (SMR)

A Summary of Material Reduction (SMR) is a type of SMM. A Material Reduction generally means any modification that would be considered by the average Participant to be an important reduction in covered services or benefits. Examples include reductions in benefits or increases in Deductibles or Copayments.

The Plan Administrator shall notify all eligible Employees of any plan amendment considered a Material Reduction in covered services or benefits provided by the Plan as soon as administratively feasible after its adoption, but no later than 60 days after the date of adoption of the reduction. Eligible Employees and beneficiaries must be furnished a summary of such reductions, and any changes so made shall be binding on each Participant. The 60 day period for furnishing a summary of Material Reduction does not apply to any Employee covered by the Plan who would reasonably expect to receive a summary through other means within the next 90 days.

If said Material Reduction is affected by amendment as described above, distribution of a copy of said written amendment, within all applicable time limits, shall be deemed sufficient notification to satisfy the Plan's Summary of Material Reduction requirements.

Material Reduction disclosure provisions are subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any related amendments.

Misuse of Identification Card

If an Employee or covered Dependent permits any person who is not a covered Participant of the Family Unit to use any identification card issued, the Plan Sponsor may give Employee written notice that his (and his family's) coverage will be terminated in accordance with the Plan’s provisions.

MISCELLANEOUS PROVISIONS

Clerical Error/Delay

Any clerical error by the Plan Administrator or an agent of the Plan Administrator in keeping pertinent records or a delay in making any changes to such records will not invalidate coverage otherwise validly in force or continue coverage validly terminated. Contributions made in error by Participants due to such clerical error will be returned to the Participant; coverage will not be inappropriately extended. Contributions that were due but not made, in error and due to such clerical error will be owed immediately upon identification of said clerical error. Failure to so remedy amounts owed may result in termination of coverage. Effective Dates, waiting periods, deadlines, rules, and other matters will be established based upon the terms of the Plan, as if no clerical error had occurred. An equitable adjustment of contributions will be made when the error or delay is discovered.

If, an overpayment occurs in a Plan reimbursement amount, the Plan retains a contractual right to the overpayment. The person or institution receiving the overpayment will be required to return the incorrect amount of money. In the case of a Participant, the amount of overpayment may be deducted from future benefits payable.

Conformity With Applicable Laws

Any provision of this Plan that is contrary to any applicable law, equitable principle, regulation or court order (if such a court is of competent jurisdiction) will be interpreted to comply with said law, or, if it cannot be so interpreted, shall be automatically amended to satisfy the law's minimum requirement, including, but not limited to, stated maximums, Exclusions, or statutes of limitations. It is intended that the Plan will conform to the requirements of any other applicable law.

Fraud

Under this Plan, coverage may be retroactively canceled or terminated (rescinded) if a Participant acts fraudulently or intentionally makes material misrepresentations of fact. It is a Participant’s responsibility to provide accurate information and to make accurate and truthful statements, including information and statements regarding family status, age, relationships, etc. It is also a Participant’s responsibility to update previously provided information and statements. Failure to do so may result in coverage of Participants being canceled, and such cancellation may be retroactive.

If a Participant, or any other entity, submits or attempts to submit a claim for or on behalf of a person who is not a Participant of the Plan; submits a claim for services or supplies not rendered; provides false or misleading information in connection with enrollment in the Plan; or provides any false or misleading information to the Plan as it relates to any element of its administration; that shall be deemed to be fraud. If a Participant is aware of any instance of fraud, and fails to bring that fraud to the Plan Administrator’s attention, that shall also be deemed to be fraud. Fraud will result in immediate termination of all coverage under this Plan for the Participant and their entire Family Unit of which the Participant is a member.

A determination by the Plan that a rescission is warranted will be considered an Adverse Benefit Determination for purposes of review and appeal. A Participant whose coverage is being rescinded will be provided a 30 day notice period as described under the Affordable Care Act (ACA) and regulatory guidance. Claims Incurred after the retroactive date of termination shall not be further processed and/or paid under the Plan. Claims Incurred after the retroactive date of termination that were paid under the Plan will be treated as erroneously paid claims under this Plan.

Headings

The headings used in this Plan Document are used for convenience of reference only. Participants are advised not to rely on any provision because of the heading.

Pronouns

Unless the context otherwise demands, words importing any gender shall be interpreted to mean any or all genders.

Word Usage

Wherever any words are used herein in the singular or plural, they shall be construed as though they were in the plural or singular, as the case may be, in all cases where they would so apply.

No Waiver or Estoppel

All parts, portions, provisions, and conditions in the Plan, and/or other items addressed in this Plan shall be deemed to be in full force and effect, and not waived, absent an explicit written instrument expressing otherwise; executed by the Plan Administrator. Absent such explicit waiver, there shall be no waiver of or estoppel against the enforcement of any provision of this Plan. Failure by any applicable entity to enforce any part of the Plan shall not constitute a waiver, either as it specifically applies to a particular circumstance, or as it applies to the Plan's general administration. If an explicit written waiver is executed, that waiver shall only apply to the matter addressed therein, and shall be interpreted in the most narrow fashion possible.

Plan Contributions

The Plan Administrator shall, from time to time, evaluate the funding method of the Plan and determine the amount to be contributed by the Participating Employer and the amount to be contributed (if any) by each Participant.

The Plan Sponsor shall fund the Plan in a manner consistent with the provisions of the Internal Revenue Code and such other laws and regulations as shall be applicable to the end that the Plan shall be funded on a lawful and sound basis. The manner and means by which the Plan is funded shall be solely determined by the Plan Sponsor, to the extent allowed by applicable law.

Notwithstanding any other provision of the Plan, the Plan Administrator's obligation to pay claims otherwise allowable under the terms of the Plan shall be limited to its obligation to make contributions to the Plan as set forth in the preceding paragraph. Payment of said claims in accordance with these procedures shall discharge completely the Company's obligation with respect to such payments.

In the event that the Company terminates the Plan, then as of the effective date of termination, the Employer and eligible Employees shall have no further obligation to make additional contributions to the Plan and the Plan shall have no obligation to pay claims Incurred after the termination date of the Plan.

Right to Receive and Release Information

The Plan Administrator may, without notice to or consent of any person, release to or obtain any information from any insurance company or other organization or person any information regarding coverage, expenses, and benefits which the Plan Administrator, at its sole discretion, considers necessary to determine and apply the provisions and benefits of this Plan. In so acting, the Plan Administrator shall be free from any liability that may arise with regard to such action. Any Participant claiming benefits under this Plan shall furnish to the Plan Administrator such information as requested and as may be necessary to implement this provision.

Written Notice

Any written notice required under this Plan which, as of the Effective Date, is in conflict with the law of any governmental body or agency which has jurisdiction over this Plan shall be interpreted to conform to the minimum requirements of such law.

Right of Recovery

In accordance with the Recovery of Payments provision, whenever payments have been made by this Plan in a total amount, at any time, in excess of the maximum amount of benefits payable under this Plan, the Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following as this Plan shall determine: any person to or with respect to whom such payments were made, or such person's legal representative, any insurance companies, or any other individuals or organizations which the Plan determines are responsible for payment of such amount, and any future benefits payable to the Participant or his or her Dependents. See the Recovery of Payments provision for full details.

Statements

All statements made by the Company or by a Participant will, in the absence of fraud, be considered representations and not warranties, and no statements made for the purpose of obtaining benefits under this document will be used in any contest to avoid or reduce the benefits provided by the document unless contained in a written application for benefits and a copy of the instrument containing such representation is or has been furnished to the Participant.

Any Participant who knowingly and with intent to defraud the Plan, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any material fact, commits a

fraudulent act. The Participant may be subject to prosecution by the United States Department of Labor. Fraudulently claiming benefits may be punishable by a substantial fine, imprisonment, or both.

Protection Against Creditors

To the extent this provision does not conflict with any applicable law, no benefit payment under this Plan shall be subject in any way to alienation, sale, transfer, pledge, attachment, garnishment, execution or encumbrance of any kind, and any attempt to accomplish the same shall be void. If the Plan Administrator shall find that such an attempt has been made with respect to any payment due or to become due to any Participant, the Plan Administrator in its sole discretion may terminate the interest of such Participant or former Participant in such payment. And in such case the Plan Administrator shall apply the amount of such payment to or for the benefit of such Participant or former Participant, his or her spouse, parent, adult Child, guardian of a minor Child, brother or sister, or other relative of a Dependent of such Participant or former Participant, as the Plan Administrator may determine, and any such application shall be a complete discharge of all liability with respect to such benefit payment. However, at the discretion of the Plan Administrator, benefit payments may be assigned to health care Providers.

Binding Arbitration

Any dispute or claim, of whatever nature, arising out of, in connection with, or in relation to this Plan, or breach or rescission thereof, or in relation to care or delivery of care, including any claim based on contract, tort or statute, must be resolved by arbitration if the amount sought exceeds the jurisdictional limit of the small claims court. Any dispute regarding a claim for damages within the jurisdictional limits of the small claims court will be resolved in such court.

The Federal Arbitration Act shall govern the interpretation and enforcement of all proceedings under this Binding Arbitration provision. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, State law governing agreements to arbitrate shall apply.

The Participant and the Plan Administrator agree to be bound by this Binding Arbitration provision and acknowledge that they are each giving up their right to a trial by court or jury.

The Participant and the Plan Administrator agree to give up the right to participate in class arbitration against each other. Even if applicable law permits class actions or class arbitrations, the Participant waives any right to pursue, on a class basis, any such controversy or claim against the Plan Administrator and the Plan Administrator waives any right to pursue on a class basis any such controversy or claim against the Participant.

The arbitration findings will be final and binding except to the extent that State or Federal law provides for the judicial review of arbitration proceedings.

The arbitration is begun by the Participant making written demand on the Plan Administrator. The arbitration will be conducted by Judicial Arbitration and Mediation Services (“JAMS”) according to its applicable Rules and Procedures. If, for any reason, JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by another neutral arbitration entity, by mutual agreement of the Participant and the Plan Administrator, or by order of the court, if the Participant and the Plan Administrator cannot agree.

The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations. If the arbitration is not conducted by JAMS, the costs will be shared equally by the parties, except in cases of extreme financial hardship, upon application to the neutral arbitration entity to which the parties have agreed, in which cases, the Plan Administrator will assume all or a portion of the costs of the arbitration.

Unclaimed Self-Insured Plan Funds

In the event a benefits check issued by the Third Party Administrator for this self-insured Plan is not cashed within one year of the date of issue, the check will be voided and the funds will be retained by this Plan and applied to the payment of current benefits and administrative fees under this Plan. In the event a Participant subsequently requests payment with respect to the voided check, the Plan Sponsor for the self-insured Plan shall make such payment under the terms and provisions of the Plan as in effect when the claim was originally processed. Unclaimed self-insured Plan funds may be applied only to the payment of benefits (including administrative fees) under the Plan.

ESTABLISHMENT OF THE PLAN: ADOPTION OF THE PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION

THIS PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION ("Plan Document"), made by **Tazewell County** (the "Company" or the "Plan Sponsor") as of December 01, 2023 hereby sets forth the provisions of the Tazewell County Health Benefit Plan (the "Plan"), which was originally adopted by the Company, effective December 01, 2015. Any wording which may be contrary to Federal Laws or Statutes is hereby understood to meet the standards set forth in such. Also, any changes in Federal Laws or Statutes which could affect the Plan are also automatically a part of the Plan, if required. This Plan includes a High Deductible Health Plan (HDHP) option, which is intended to meet all Internal Revenue Service (IRS) regulations of a Health Savings Account (HSA)-qualified HDHP.

Effective Date

The Plan Document is effective as of the date first set forth above, and each amendment is effective as of the date set forth therein, or on such other date as specified in an applicable collective bargaining agreement (if any) with respect to the Employees covered by such agreement (the "Effective Date").

Adoption of the Plan Document

The Plan Sponsor, as the settlor of the Plan, hereby adopts this Plan Document as the written description of the Plan. This Plan Document represents both the Plan Document and the Summary Plan Description. This Plan Document amends and replaces any prior statement of the health care coverage contained in the Plan or any predecessor to the Plan.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document to be executed.

Tazewell County

By: _____

Name: _____

Title: _____

Date: _____

GENERAL PLAN INFORMATION

General Plan Information

Name of Plan:
Tazewell County Health Benefit Plan

Plan Sponsor:
Tazewell County
11 South 4th Street, Suite #120
Pekin, IL 61554
Phone: 1-309-478-5917

Plan Administrator:
Tazewell County
11 South 4th Street, Suite #120
Pekin, IL 61554
Phone: 1-309-478-5917

Plan Sponsor ID No. (EIN):
37-6002171

Source of Funding:
Self-Funded

Plan Status:
Non - Grandfathered

Applicable Law:
Federal and State of Illinois

Plan Year:
January to December 31

Plan Type:
Medical
Dental
Prescription

Third Party Administrator:
Consociate Health
2828 North Monroe Street
Decatur, IL 62526
Phone: 1-800-798-2422
Fax: 1-217-423-4575
Website: www.consociatehealth.com

Prescription Drug Plan Administrator:
SmithRx
PO Box 77864
San Francisco, CA 94107
Phone: 1-844-454-5201
Website: www.smithrx.com

Agent for Service of Process:
Plan Sponsor:
Tazewell County
11 South 4th Street, Suite #120
Pekin, IL 61554
Phone: 1-309-478-5917

The Plan shall take effect for each Participating Employer on the Effective Date, unless a different date is set forth above opposite such Participating Employer's name.

Non-English Language Notice

This Plan Document contains a summary in English of a Participant's plan rights and benefits under the Plan. If a Participant has difficulty understanding any part of this Plan Document, he or she may contact the Plan Administrator at the contact information above.

Legal Entity; Service of Process

The Plan is a legal entity. Legal notice may be filed with, and legal process served upon, the Plan Administrator.

Not a Contract

This Plan Document and any amendments constitute the terms and provisions of coverage under this Plan. The Plan Document is not to be construed as a contract of any type between the Company and any Participant or to be consideration for, or an inducement or condition of, the employment of any Employee. Nothing in this Plan Document shall be deemed to give any Employee the right to be retained in the service of the Company or to interfere with the right of the Company to discharge any Employee at any time; provided, however, that the foregoing shall not be deemed to modify the provisions of any collective bargaining agreements which may be entered into by the Company with the bargaining representatives of any Employees.

Mental Health Parity

Pursuant to the Mental Health Parity Act of 1996 (MHPA) and the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), collectively, the mental health parity provisions , this Plan applies its terms uniformly and enforces parity between covered health care benefits and covered mental health and substance disorder benefits relating to financial cost sharing restrictions and treatment duration limitations. For further details, please contact the Plan Administrator.

Non-Discrimination

No eligibility rules or variations in contribution amounts will be imposed based on an eligible Employee's and his or her Dependent's/Dependents' health status, medical condition, claims experience, receipt of health care, medical history, genetic information, evidence of insurability, disability, or any other health status related factor. Coverage under this Plan is provided regardless of an eligible Employee's and his or her Dependent's/Dependents' race, color, national origin, disability, age, sex, gender identity or sexual orientation. Variations in the administration, processes or benefits of this Plan that are based on clinically indicated reasonable medical management practices, or are part of permitted wellness incentives, disincentives and/or other programs do not constitute discrimination.

Applicable Law

This Plan is a governmental (sponsored) plan and as such it is exempt from the requirements of the Employee Retirement Income Security Act of 1974 (also known as ERISA), which is a Federal law regulating Employee welfare and pension plans. The Participants' rights in the Plan are governed by the plan documents and applicable State law and regulations.

Discretionary Authority

To the extent allowed by law, the Plan Administrator shall have sole, full and final discretionary authority to interpret all Plan provisions, including the right to remedy possible ambiguities, inconsistencies and/or omissions in the Plan and related documents; to make determinations in regards to issues relating to eligibility for benefits; to decide disputes that may arise relative to a Participant's rights; and to determine all questions of fact and law arising under the Plan.

APPENDIX A: NOTICE OF NONDISCRIMINATION (FOR COVERED ENTITIES SUBJECT TO ACA SECTION 1557)

Tazewell County complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Tazewell County does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Tazewell County:

- Provides free aids and services to people with disabilities to communicate effectively with the Plan, such as:
    - Qualified sign language interpreters.
    - Written information in other formats (large print, audio, accessible electronic formats, other formats).
- Provides free language services to people whose primary language is not English, such as:
    - Qualified interpreters.
    - Information written in other languages.

If a Participant needs these services, he or she should contact the Human Resources Department or Tazewell County.

If a Participant believes that Tazewell County has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, he or she can file a grievance with:

Tazewell County
Human Resources Department
11 South 4th Street, Suite #120
Pekin, IL 61554
Phone: 1-309-478-5917

The Participant can file a grievance in person or by mail, fax, or email. If a Participant needs help filing a grievance, the Human Resources Department or Tazewell County is available to help him or her.

Participants can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the Human Resource Committee recommends to the County Board to approve the attached Professional Development Reimbursement Policy; and

WHEREAS, the purpose of this policy is to provide employees with professional development opportunities that increase their skills and enhance their contributions to the county; and

WHEREAS, full-time employees are eligible for reimbursement for education costs that are approved by the county; and

WHEREAS, the maximum reimbursement amount will be $5,000 per calendar year.

THEREFORE BE IT RESOLVED, the County Board approves the Professional Development Reimbursement Policy for inclusion in the Employee Personnel Policies Handbook.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Human Resources Department of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

Professional Development Reimbursement Policy

Objective

The purpose of this policy is to provide employees with professional development opportunities that increase their skills and enhance their contributions to the county. An employee's work performance is vital to the success of the county. Providing professional development to our employees is an investment in their careers and the county's future.

Eligibility

Full-time employees are eligible for reimbursement for education costs that are approved by the county.

Eligible Expenses

It is the employee's responsibility to seek out the courses and other training mediums that will enhance his or her career development and are in line with the county's mission. Professional development can be obtained through educational courses, certification programs, or degree programs that will assist the employee in performing his or her essential job functions and increase the employee's contribution to the county. Books and computer-based resource fees are also included.

Procedure

Employees must request permission from their immediate supervisor for approval to participate in the Professional Development Program and to receive reimbursement. This approval must be prior to the start date of courses. Requests and supervisor approval will need to be submitted to Human Resources with applicable course of study, purpose, job relevance, cost, dates, and the name of the institution or source of training for funding validation.

Reimbursement

Upon satisfactory completion of courses the employee must provide documentation of grades of a "C" or better or in a pass/fail grading system a successful "pass". Employee must provide documentation to Human Resources to document completion and receipts regarding payment to receive reimbursement. Receipts should be submitted in a timely manner. The maximum reimbursement amount will be $5,000 per calendar year.

Payback Requirements

As a matter of record, employees accepting the terms of this policy will be required to sign a written agreement to remain with the county for two years from the date of the educational reimbursement. If the employee chooses to leave within that year, he or she will be required to repay the county for all reimbursements paid.

E-24-94

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Decommissioning Plan for EDPRNA DG Washington Solar, LLC (Vann Parkin I – Washington); and

WHEREAS, the 4.95 MW solar farm was approved by the County Board for Special Use on November 15th, 2023, to be located on approximately 30 acres in part of E ½ of the SW ¼ of Sec 25, approximately a half mile south of Washington in Washington Twp.; and

WHEREAS, the plan is in accordance with the Illinois Department of Agriculture's – Agricultural Impact Mitigation Agreement, in accordance with 20 ILCS 5/5-222, and Chapters 156 and 157 of the Tazewell County Code; and

WHEREAS, the developer has not included the estimated salvage value, as to decrease the level of financial assurance and has includes a 2.5% inflation rate.

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

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

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

COUNTY OF TAZEWELL

COMMUNITY DEVELOPMENT DEPARTMENT

Jaclynn Workman, Administrator

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

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

TO: **Chairman Zimmerman and Executive Committee**

FROM: **Jaclynn Workman, Administrator**

DATE: **August 8th, 2024**

SUBJECT: **Decommissioning Plan – Vann Parkin I –Washington and Vann Parkin II - Morton**

Please find attached the Decommissioning Plans for EDPRNA DG Washington Solar, LLC (Vann Parkin I) and EDPRNA DG Morton Solar, LLC (Vann Parkin II), each a 4.95MW solar farm approved by the County Board for Special Use November 15th, 2023.

Vann Parkin I – Washington, located on approximately 30 acres of a 78 acre parcel located in part of E ½ of the SW ¼ of Sec 25, approximately a half mile south of Washington in Washington Twp. Vann Parkin II – Morton, approximately 30 acres of a 172.49ac tract located on the N side of US Rte. 150 approximately ½ mile E of the intersection of Washington Rd., Morton, IL.

Each plan contains a detailed decommissioning overview with cost estimate breakdown, created on 6/28/2024 with the RSMeans, 2024 Heavy Construction Data. Each plan includes a 2.5% annual inflation rate for the life of the project (25 years) and the facility owner will not be reducing the financial assurance by including projected scrap value. Each plan is in accordance with the Illinois Department of Agriculture's – Agricultural Impact Mitigation Agreement, per (20 ILCS 5/5-222) and the Tazewell County Solar Ordinance. The plans was created/review by an Illinois licensed engineer.

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

JW

Decommissioning Plan

Vann Parkin 1 - Washington Solar Project

PREPARED FOR

EDPRNA DG Washington Solar, LLC

DATE

18 July 2024

REFERENCE

0704003

DOCUMENT DETAILS

The details entered below are automatically shown on the cover and the main page footer. PLEASE NOTE: This table must NOT be removed from this document.	
DOCUMENT TITLE	Decommissioning Plan
DOCUMENT SUBTITLE	Vann Parkin 1 - Washington Solar Project
PROJECT NUMBER	0704003
DATE	18 July 2024
VERSION	01
AUTHOR	A.J. Durham, Principal Consultant, Mike Eisen, PE, Principal Consultant
CLIENT NAME	EDPRNA DG Washington Solar, LLC

DOCUMENT HISTORY

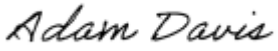
				ERM APPROVAL TO ISSUE		
VERSION	REVISION	AUTHOR	REVIEWED BY	NAME	DATE	COMMENTS
01	000	A.J. Durham, Principal Consultant, Mike Eisen, PE, Principal Consultant	Gregory Sproull	Heather Heater	7/18/2024	

SIGNATURE PAGE

Decommissioning Plan

Vann Parkin 1 - Washington Solar Project

0704003



Adam Davis
Senior Solar Development Manager

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T + 847 258 8900

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APPENDIX A DECOMMISSIONING COST ANALYSIS

LIST OF FIGURES

FIGURE 1 VANN PARKIN 1 – WASHINGTON SOLAR SITE PLAN

ACRONYMS AND ABBREVIATIONS

Acronym	Description
AC	Alternating Current
AIMA	Agricultural Impact Mitigation Agreement
Applicant or EDPR Washington Solar	EDPR NA Distributed Generation Washington Solar LLC
Board	Tazewell County Board
BMP	Best Management Practice
DC	Direct Current
ECOCAT	Ecological Compliance Assessment Tool
IPaC	Information, Planning, and Conservation
MW	megawatt
Plan	Decommissioning Plan
Project	Vann Parkin 1 Washington Solar Project
Project Area	30 acres of land on tax parcel 02-02-25-300-003 in Washington Township, Tazewell County, IL
PV	photovoltaic
USACE	United States Army Corps of Engineers

1. INTRODUCTION

EDPR NA Distributed Generation Washington Solar LLC (EDPR Washington Solar or Applicant) is pleased to provide this Decommissioning Plan (Plan) in support of its Commercial Solar Energy Facility Permit Application (Application) to the Tazewell County Board (Board) in support of the proposed Vann Parkin 1 Washington Solar Project (Project). The proposed Project is a 5-megawatt (MW) alternating current (AC)/6.74 MW direct current (DC) direct generation solar photovoltaic (PV) facility. The Project will be located on Irish Lane, east of South Main Street and west of Hunzicker Road in Washington Township, Tazewell County, Illinois (Project Area). The approximate geographical coordinates of the Project are 40.6752°, -80.4014°. Refer to **Figure 1: Vann Parkin 1 – Washington Solar Site Plan** for location and Project layout. This plan has been developed in accordance with the Tazewell County Zoning Ordinance, Chapter 156 - Solar Energy Systems (Solar Ordinance) and the Agricultural Impact Mitigation Agreement (AIMA) signed on May 3, 2024.

The proposed Project is designed to last 25 to 35 years. At the end of the proposed Project's operation, solar panels, mounts and racks, cells, modules, transformers, inverters, and foundations (to a depth of 5 feet) will be removed and the land restored to prior conditions to the extent practicable. Decommissioning activities will include removal of all surface and subsurface physical improvements including the solar arrays, electric systems and components, cabling, security barriers, roadways, gravel areas, foundations, pilings, and ground screw fencing, in accordance with the Solar Ordinance. The surface grade and soil will be returned to pre-construction conditions and groundcover/erosion control efforts will be completed.

The timeframe for completion of removal and decommissioning activities will be within twelve (12) months of the end of the useful life of the facility, unless otherwise identified by the Board. EDPR Washington Solar has reviewed, understands the timeline identified in the Solar Ordinance, and will abide by and meet the timeline mentioned above.

The Applicant recognizes that the Board may establish additional conditions related to initiation and/or completion of decommissioning from time to time.

2. PROJECT COMPONENTS

The Project would occupy approximately 30 of the approximately 78 acres of tax parcel 02-02-25-300-003 in Washington Township, Tazewell County, IL (Project Area). The Project is located on Irish Lane east of South Main Street and west of Hunzicker Road. The surrounding land use is primarily agricultural with low density residential development. The current agricultural primary land use in the area is cropland. Major Project components are described below.

- **Solar PV Equipment:** The Project will use single-axis tracker-style solar PV modules, racking posts, inverters, and other electrical equipment.
- **Internal Power Collection System:** The internal power collections system will include inverters, switchgears, transformers, and equipment pads. Electricity will be collected as DC, converted to AC by the inverters, connected to a new transmission line and utility poles on the Project Area, and then interconnected into existing Ameren power lines on South Main Street.

- **Earthwork:** It is anticipated that the Project will require limited grading and excavation within the Project Area. Site grading and drainage will be conducted in accordance with stormwater regulations, best management practices (BMPs), and the Project's Final Civil Construction Plans.
- **Roads:** The Project will be accessed via Irish Lane. The access driveway from Irish Lane to the Project Area will have a gravel surface and will be designed in accordance with the Washington Township Roadway District and Tazewell County Highway Department requirements and Final Civil Construction Plans.
- **Perimeter fencing**: The Project Area will include a seven-foot-high chain link fence around the perimeter of the solar facility. A locked entrance gate will be provided at the access driveway near its connection to the street.

3. PROJECT DECOMMISSION AND RECYCLING

Decommissioning includes the removal of aboveground and belowground materials. Prior to commencing decommissioning, EDPR Washington Solar will coordinate with Ameren to disconnect the PV array from the power grid. Decommissioning does not include equipment that may fail during operation, or equipment with a lifespan less than 25-35 years.

3.1 DECOMMISSION PREPARATION

Prior to commencement of the decommission process, EDPR Washington Solar will assess existing site conditions and prepare the site for demolition. Demolition debris will be placed in temporary onsite storage areas pending final transportation and disposal and/or recycling according to the procedures listed below.

3.2 PERMITS AND APPROVALS

It is anticipated that a National Pollutant Discharge Elimination System Permit from the Illinois Environmental Protection Agency and a Stormwater Pollution Prevention Plan will be required prior to decommissioning. A wetland and waterbody delineation was completed on February 15, 2024 within the Project Area and the surrounding area. One palustrine emergent wetland was identified within the Project Area. This wetland feature does not appear to maintain a continuous surface-level connection with Water of the United States; therefore, they would likely not be regulated by the United States Army Corps of Engineers (USACE). The delineated wetland is within an old farm ditch in the central portion of the proposed Project Area. The Illinois Department of Natural Resources Ecological Compliance Assessment Tool, also known as ECOCAT, indicated that no state-listed species and no critical habitat was identified in the Project Area. Per the U.S. Fish and Wildlife Service Information, Planning and Conservation tool, also known as IPaC, the following species may occur within the boundary of the Project: Indiana bat, northern long-eared bat, tricolored bat, whooping crane, monarch butterfly, decurrent false aster, eastern prairie fringed orchid, and lakeside daisy. If needed, EDPR Washington Solar will submit appropriate applications for permits from the state and/or local authorities having jurisdiction over these resources prior to decommission activities.

3.3 EQUIPMENT REMOVAL AND RECYCLING

Per the Solar Ordinance, during decommissioning, Project facilities and the following components, will be dismantled and removed:

- Solar panels, cells, and modules;
- Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
- Solar panel foundations (to depth of 5 feet);
- Transformers and inverters, including all components and foundations (to depth of 5 feet);
- Overhead collection system components;
- Access road(s) unless the landowner requests in writing that the access road should remain open;
- Operation and maintenance staging areas unless otherwise agreed to with the landowner; and
- Debris and litter generated by decommissioning workers.

All Project components will be removed from the site and recycled or disposed of at an authorized waste management facility. The demolition debris will be placed in temporary onsite storage area(s) pending the final transportation and disposal and/or recycling. Every practicable effort will be made to recycle or reuse facility components, including (but not limited to): gravel, glass, concrete, rebar, fencing, steel piers, steel racking, solar modules, copper and aluminum wiring, inverters, disconnects, switchgears, and transformers.

Any stormwater control features will be removed unless otherwise approved to remain by the Board and the landowner. Only minor grading and excavation is anticipated during construction; therefore, limited or no grading will be required during the decommissioning process. Temporary erosion and sediment control BMPs will be implemented during the decommissioning phase of the Project. No hazardous materials or waste will be used during the Project operation; therefore, there will be no disposal of hazardous materials or waste during decommissioning.

The Project infrastructure would be decommissioned, to occur within the twelve (12) month decommissioning timeframe.

3.4 SITE RESTORATION AND STABILIZATION

The Project installation will be completed with minimal permanent alterations to the existing Project Area. Upon decommissioning, the Applicant will restore the disturbed areas onsite as close to preconstruction conditions as is reasonably practicable, including removal of perimeter fencing, structures, and foundations to a depth of 5 feet. Some restoration and site stabilization will be required after decommissioning and removal of equipment. Gravel from the access roads will be reclaimed unless the landowner requests that it remains in place. Landscaping and trees will be removed unless the landowner requests that they remain in place. The disturbed area will be re-graded to an approximation of the original contours, reseeded, and mulched using a seed mix

appropriate for the land. The restoration of soil and ground cover would include applying topsoil, seed mix, and fertilizer if needed to revegetate the site. Limited grading is anticipated to be necessary to restore the site to its original condition, because there will be limited grading during installation of the Project.

The Project will be dismantled and removed using minimal-impact construction equipment. Removed materials will be recycled or disposed of at an authorized waste management facility. During the decommissioning, EDPR Washington Solar will use appropriate temporary construction-related erosion and sediment control measures and BMPs.

4. FUTURE LAND USE

Per the requirements of the Illinois Department of Agriculture, an AIMA must be signed by the Facility owner and filed with the County Board prior to the commencement of construction. The AIMA is intended to help preserve the integrity of any agricultural land that is impacted by the construction and decommission of a commercial solar energy facility. Per the AIMA, all solar panels shall be removed from the property and the land must be restored to its pre-existing condition for agricultural use at the end of the project life cycle. EDPR Washington Solar will identify tile lines prior to construction of the Project, and stakes or flags will mark where expected crossings or disturbances will be located. Tile lines will be restored to pre-construction condition prior to the Project, per the AIMA and Tazewell County requirements.

The AIMA requires areas that exhibit compaction and/or rutting to be scarified a depth of 18 inches prior to placement of topsoil and seed. The existence of drainage tile lines or underground utilities may necessitate less scarification depth. The Applicant is responsible for promptly repairing damage to drain tiles and other drainage systems that result from decommissioning of the commercial solar energy facility.

This Decommissioning Plan is consistent with the AIMA requirements to return the land to its pre-project conditions.

5. DECOMISSIONING COSTS & FINANCIAL ASSURANCE

The Solar Ordinance and AIMA require EDPR Washington Solar to provide a present-day decommissioning cost estimate and provide the County with financial assurance to cover the estimated costs of facility decommissioning. **Appendix A, Decommissioning Costs Analysis without Salvage** was produced on June 28, 2024, and provides a cost estimate to decommission the site without including revenue projections from resale or salvage value.

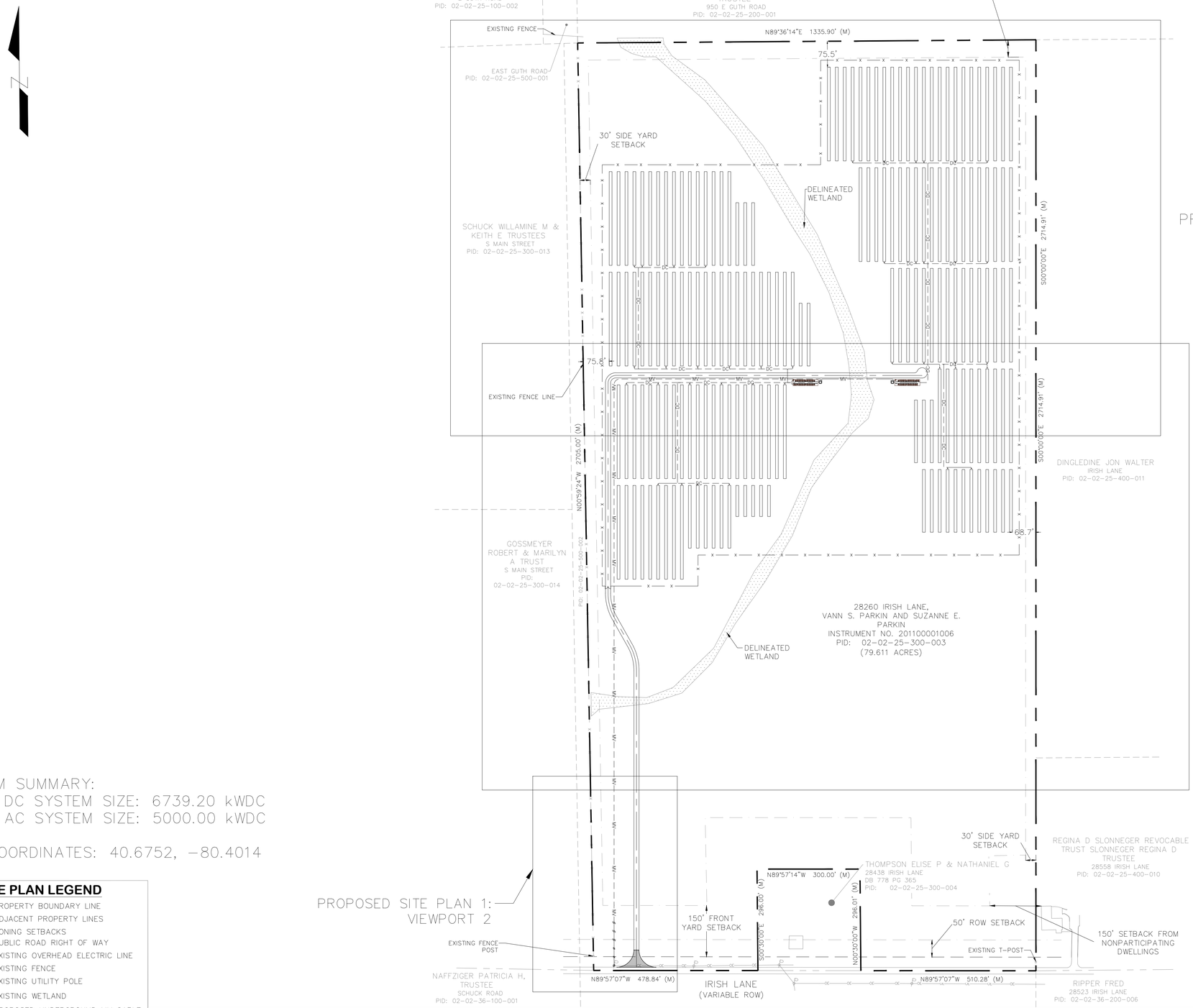
In accordance with Section 156.06 (B)(12)(c) of the Solar Ordinance EDPR Washington Solar will provide a financial assurance in the form of a surety or bond equal to the estimate of decommissioning. The assurance will be provided as follows:

- Ten percent (10%) of the end-of-life decommissioning cost estimate submitted and approved by the County on or before the first anniversary of the Commercial Operation Date of the Facility;
- Fifty percent (50%) of the end-of-life decommissioning cost on or before the sixth anniversary of the Commercial Operation Date;

- Following the tenth anniversary of the Commercial Operation Date, and every five years thereafter, the County may re-evaluate the plan and associated cost estimate.
- One hundred percent (100%) of the end-of-life decommissioning cost on or before the eleventh anniversary of the Commercial Operation Date, based upon the most recently re-evaluated version of the Plan.

As stated in Section 156.06 (B)(12)(c), EDPR Washington Solar acknowledges that every five (5) years following the ten (10) year anniversary of the Commercial Operation Date, a third-party engineer licensed in Illinois must conduct, at the expense of EDPR Washington Solar, a reevaluation of decommissioning costs for the permit and the bond. Should the County disagree with said evaluation, the County may retain services of an engineer of their choosing, at the cost of EDPR Washington Solar.

FIGURE 1 VANN PARKIN 1 – WASHINGTON SOLAR SITE PLAN



PROPOSED SITE PLAN 2

PROPOSED SITE PLAN 1: VIEWPORT 1

SYSTEM SUMMARY:
TOTAL DC SYSTEM SIZE: 6739.20 kWDC
TOTAL AC SYSTEM SIZE: 5000.00 kWDC

GPS COORDINATES: 40.6752, -80.4014

SITE PLAN LEGEND

- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY LINES
- ZONING SETBACKS
- PUBLIC ROAD RIGHT OF WAY
- OE — EXISTING OVERHEAD ELECTRIC LINE
- EXISTING FENCE
- EXISTING UTILITY POLE
- EXISTING WETLAND
- MV — PROPOSED UNDERGROUND MV CABLE
- DC — PROPOSED UNDERGROUND DC CABLE
- OHE — PROPOSED OVERHEAD POWER LINE
- PROPOSED ACCESS ROAD
- PROPOSED ASPHALT APRON
- PROPOSED UTILITY POLE
- PROPOSED CUSTOMER POLE
- PROPOSED FENCE
- PROPOSED SOLAR PANEL ARRAYS

NOT FOR CONSTRUCTION

SCALE 1" = 150'
0 150 300 450 FEET

Rev.	Date	Description	By	Chk

ERM

OVERALL PROPOSED SITE PLAN

WASHINGTON SOLAR PROJECT
EDP RENEWABLES
WASHINGTON TOWNSHIP, TAZEWELL COUNTY, ILLINOIS

SCALE	DESIGNED BY	PROJECT NUMBER
1" = 150'	LF	0704003
DATE DRAWN	DRAWN BY	
06/28/2024	LF	

DISCIPLINE NO.
REV. 0
SHEET NO. 01

Environmental Resources Management, Inc.

FILE PATH: C:\Users\laura.fritz\OneDrive - ERM\EDPR\Vann Parkin\Vann Parkin\CAD\06282024\Decom Site Plan.dwg OVERALL - PRINTED ON 7/1/2024 BY Laura Fritz

EXISTING FENCE LINE

75.8'

R15.0
R30.0

PROPOSED 15' WIDE GRAVEL ACCESS ROAD

DC COMBINER BOX (TYP.)

PROPOSED EQUIPMENT PAD A

PROPOSED EQUIPMENT PAD B

R15.0

PROPOSED SOLAR PV ARRAY (TYP.)

N00°59'24"W 2705.00' (M)

S00°00'00"E 2714.91' (M)

8.1' (TYP.)

15.0' (TYP.)

23.1' (TYP.)

68.7'

20.0 MIN' (TYP.)

PROPOSED 24' WIDE DOUBLE SWING GATE

PROPOSED 7' HIGH CHAIN LINK FENCE

R142.5
R157.5

R157.5
R142.5

DELINEATED WETLAND

PROPOSED 15' WIDE GRAVEL ACCESS ROAD

PID: 02-02-25-500-002

28260 IRISH LANE,
VANN S. PARKIN AND SUZANNE E. PARKIN
INSTRUMENT NO. 201100001006
PID: 02-02-25-300-003
(79.611 ACRES)

VIEWPORT 1

VIEWPORT 2

POLE #5: CUSTOMER OWNED METER AND RISER POLE

POLE #4: CUSTOMER OWNED CLOSER POLE

POLE #3: CUSTOMER OWNED GOAB & FUSED CUTOUT POLE

POLE #2: UTILITY OWNED METER POLE

POLE #1: UTILITY OWNED RECLOSER POLE

POINT OF INTERCONNECTION AT EXISTING UTILITY POLE

30' SIDE YARD SETBACK

150' FRONT YARD SETBACK

50' ROW SETBACK

R50.0

N89°57'07"W 478.84' (M)

SITE PLAN LEGEND

- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY LINES
- ZONING SETBACKS
- PUBLIC ROAD RIGHT OF WAY
- OE — EXISTING OVERHEAD ELECTRIC LINE
- x — x — EXISTING FENCE
- EXISTING UTILITY POLE
- EXISTING WETLAND
- MV — PROPOSED UNDERGROUND MV CABLE
- DC — PROPOSED UNDERGROUND DC CABLE
- OHE — PROPOSED OVERHEAD POWER LINE
- PROPOSED ACCESS ROAD
- PROPOSED ASPHALT APRON
- PROPOSED UTILITY POLE
- PROPOSED CUSTOMER POLE
- x — x — PROPOSED FENCE
- PROPOSED SOLAR PANEL ARRAYS

NOT FOR CONSTRUCTION

SCALE 1" = 60'

0 60 120 180 FEET

Rev.	Date	Description	By	Chk

ERM

PROPOSED SITE PLAN 1

DISCIPLINE NO.

WASHINGTON SOLAR PROJECT
EDP RENEWABLES
WASHINGTON TOWNSHIP, TAZEWELL COUNTY, ILLINOIS

REV. 0

SCALE	DESIGNED BY	PROJECT NUMBER	SHEET NO.
1" = 60'	LF	0704003	02
DATE DRAWN 06/28/2024	DRAWN BY LF		

Environmental Resources Management, Inc.

FILE PATH: C:\Users\laura.fritz\OneDrive - ERM\EDPR\Vann Parkin\Vann Parkin 1\CAD\06082024\Decom Site Plan.dwg SITE PLAN 1, PRINTED ON 7/1/2024 BY Laura Fritz

EXISTING FENCE

EAST GUTH ROAD
PID: 02-02-25-500-001

N89°36'14"E 1335.90' (M)

50' REAR YARD SETBACK

75.5'

PROPOSED 7' HIGH CHAIN LINK FENCE

30' SIDE YARD SETBACK

20.0' MIN' (TYP.)

8.1' (TYP.)

15.0' (TYP.)

23.1' (TYP.)

28260 IRISH LANE,
VANN S. PARKIN AND SUZANNE E. PARKIN
INSTRUMENT NO. 201100001006
PID: 02-02-25-300-003
(79.611 ACRES)

DELINEATED WETLAND

SCHUCK WILLAMINE M & KEITH E TRUSTEES
S MAIN STREET
PID: 02-02-25-300-013

PROPOSED SOLAR PV ARRAY (TYP.)

30' SIDE YARD SETBACK

S00°00'00"E 2714.91' (M)

PROPOSED EMERGENCY PEDESTRIAN GATE

75.8'

EXISTING FENCE LINE

R15.0

R30.0

PROPOSED 15' WIDE GRAVEL ACCESS ROAD

DC COMBINER BOX (TYP.)

PROPOSED EQUIPMENT PAD A

R15.0

PROPOSED EQUIPMENT PAD B

S00°00'00"E 2714.91' (M)

SITE PLAN LEGEND

- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY LINES
- ZONING SETBACKS
- PUBLIC ROAD RIGHT OF WAY
- OE — EXISTING OVERHEAD ELECTRIC LINE
- x — x — EXISTING FENCE
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- DC — PROPOSED UNDERGROUND DC CABLE
- OHE — PROPOSED OVERHEAD POWER LINE
- PROPOSED ACCESS ROAD
- PROPOSED ASPHALT APRON
- PROPOSED UTILITY POLE
- PROPOSED CUSTOMER POLE
- x — x — PROPOSED FENCE
- PROPOSED SOLAR PANEL ARRAYS

NOT FOR CONSTRUCTION

SCALE 1" = 60'
0 60 120 180

Rev.	Date	Description	By	Chk

PROPOSED SITE PLAN 2

WASHINGTON SOLAR PROJECT
EDP RENEWABLES
WASHINGTON TOWNSHIP, TAZEWELL COUNTY, ILLINOIS

SCALE	DESIGNED BY	PROJECT NUMBER	SHEET NO.
1" = 60'	LF	0704003	03
DATE DRAWN	DRAWN BY		
06/28/2024	LF		

DISCIPLINE NO.

REV. 0

Environmental Resources Management, Inc.

FILE PATH: C:\Users\laura.fritz\OneDrive - ERM\EDPR\Vann Parkin\Vann Parkin 1\CAD\06282024\3docm Site Plan.dwg SITE PLAN 2, PRINTED ON 7/1/2024 BY Laura Fritz

APPENDIX A DECOMMISSIONING COST ANALYSIS WITHOUT SALVAGE

Washington Solar Project

Tazewell County

Decommissioning Opinion of Probable Cost

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. EA = Each, LF = Linear Feet, AC = Acre.

Decommissioning Cost				
Item Description	**Qty**	**Unit**	**Unit Cost**	**Total Cost**
Reinforce Access Roads	**2,700**	**lf**	**$ 15.00**	**$ 41,000**
Site leveling and Seeding	**44**	**ac**	**$ 4,000.00**	**$ 176,000**
Fence Removal	**5,500**	**lf**	**$ 4.30**	**$ 24,000**
Erosion Control	**44**	**ac**	**$ 250.00**	**$ 11,000**
Inverter and Transformer Removal	**42**	**ea**	**$ 4,200.00**	**$ 176,000**
MV Collection Line Removal	**2,185**	**lf**	**$ 3.20**	**$ 7,000**
DC Line Removal	**4,300**	**lf**	**$ 0.67**	**$ 3,000**
Overhead Line Removal	**125**	**lf**	**$ 4.00**	**$ 1,000**
Utility Pole Removal	**5**	**ea**	**$ 480.00**	**$ 2,000**
Module Disassembly and Removal	**11,520**	**ea**	**$ 6.10**	**$ 70,000**
Pile Removal	**1,728**	**ea**	**$ 12.69**	**$ 22,000**
Access Road Removal	**1,728**	**lf**	**$ 28.50**	**$ 49,000**
Stormwater Pipe Removal	**235**	**lf**	**$ 29.50**	**$ 7,000**
Stormwater Structures Removal	**8**	**ea**	**$ 230.75**	**$ 1,800**
Gross Project Cost				**$ 590,800.00**
25-Year Inflation (2.5%/year)				**$ 1,095,000.00**

Notes:

1. Quantities were recorded on 6/28/2024 from CAD site layout received from EDPRNA DG Washington Solar.
2. Rates were derived from RSMeans Online (Heavy construction, 2024 data), similar previous projects, and examples provided by Tazewell County.
3. Labor, material, and equipment rates are based on RSMeans City Cost Index (CCI) for Peoria, IL.
4. The age at decommissioning for this estimate is 25 years.
5. This estimate assumes pile spacing of approximately 9 piles per module.
6. Indirect costs and Owner's costs were excluded from this estimate.

Decommissioning Plan

Vann Parkin 2 - Morton Solar Project

PREPARED FOR

EDPRNA DG Morton Solar, LLC

DATE

18 July 2024

REFERENCE

0704003

DOCUMENT DETAILS

The details entered below are automatically shown on the cover and the main page footer. PLEASE NOTE: This table must NOT be removed from this document.	
DOCUMENT TITLE	Decommissioning Plan
DOCUMENT SUBTITLE	Vann Parkin 2 - Morton Solar Project
PROJECT NUMBER	0704003
DATE	18 July 2024
VERSION (delete field if unneeded)	01
AUTHOR	A.J. Durham, Principal Consultant, Taylor Baldwin, Consulting Associate and Mike Eisen, PE, Principal Consultant
CLIENT NAME	EDPRNA DG Morton Solar, LLC

DOCUMENT HISTORY

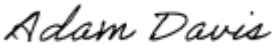
				ERM APPROVAL TO ISSUE		
VERSION	REVISION	AUTHOR	REVIEWED BY	NAME	DATE	COMMENTS
01	000	A.J. Durham, Principal Consultant, Mike Eisen, PE, Principal Consultant	Gregory Sproull	Heather Heater	07/18/2024	

SIGNATURE PAGE

Decommissioning Plan

Vann Parkin 2 - Morton Solar Project

0704003



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APPENDIX A DECOMMISSIONING COST ANALYSIS

LIST OF FIGURES

FIGURE 1 VANN PARKIN 2 – MORTON SOLAR SITE PLAN

ACRONYMS AND ABBREVIATIONS

Acronym	Description
AC	Alternating Current
AIMA	Agricultural Impact Mitigation Agreement
Applicant or EDPR Morton Solar	EDPR NA Distributed Generation Morton Solar LLC
Board	Tazewell County Board
BMP	Best Management Practice
DC	Direct Current
ECOCAT	Ecological Compliance Assessment Tool
IPaC	Information, Planning and Conservation
MW	megawatt
Plan	Decommissioning Plan
Project	Vann Parkin 2 Morton Solar Project
Project Area	34 acres of land on tax parcel 06-06-13-300-003 in Morton Township, Tazewell County, IL
PV	photovoltaic
USACE	United States Army Corps of Engineers

1. INTRODUCTION

EDPR NA Distributed Generation Morton Solar LLC (EDPR Morton Solar or Applicant) is pleased to provide this Decommissioning Plan (Plan) in support of its Commercial Solar Energy Facility Permit Application (Application) to the Tazewell County Board (Board) in support of the proposed Vann Parkin 2 Morton Solar Project (Project). The proposed Project is a 5-megawatt (MW) alternating current (AC)/6.74 MW direct current (DC) direct generation solar photovoltaic (PV) facility. The Project will be located on Washington Road in Morton Township, Tazewell County, Illinois (Project Area). The approximate geographical coordinates of the Project are 40.6147°, -89.4032°. Refer to **Figure 1: Vann Parkin 2 – Morton Solar Site Plan** for location and Project layout. This plan has been developed in accordance with the Tazewell County Zoning Ordinance, Chapter 156 - Solar Energy Systems (Solar Ordinance) and the Agricultural Impact Mitigation Agreement (AIMA) signed on May 3, 2024.

The proposed Project is designed to last 25 to 35 years. At the end of the proposed Project's operation, solar panels, mounts and racks, cells, modules, transformers, inverters, and foundations (to a depth of 5 feet) will be removed and the land restored to prior condition to the extent practicable. Decommissioning activities will include removal of all surface and subsurface physical improvements including the solar arrays, electric systems and components, cabling, security barriers, roadways, gravel areas, foundations, pilings, and ground screw fencing, in accordance with the Solar Ordinance. The surface grade and soil will be returned to pre-construction conditions and groundcover/erosion control efforts will be completed.

The timeframe for completion of removal and decommissioning activities will be within twelve (12) months of the end of the useful life of the facility, unless otherwise identified by the Board. EDPR Morton Solar has reviewed, understands the timeline identified in the Solar Ordinance, and will abide by and meet the timeline mentioned above.

The Applicant recognizes that the Board may establish additional conditions related to initiation and/or completion of decommissioning from time to time.

2. PROJECT COMPONENTS

The Project would occupy approximately 35 of the approximately 175 acres of tax parcel 06-06-13-300-003 in Morton Township, Tazewell County, IL (Project Area). The Project is located on Washington Road north of U.S. Highway 150 and south of Interstate 74. The surrounding land use is primarily agricultural with low density residential development. The current agricultural primary land use in the area is cropland. Major Project components are described below.

- **Solar PV Equipment:** The Project will use single-axis tracker-style solar PV modules, racking posts, inverters, and other electrical equipment.
- **Internal Power Collection System:** The internal power collections system will include inverters, switchgears, transformers, and equipment pads. Electricity will be collected as DC, converted to AC by the inverters, connected to a new transmission line and utility poles on the Project Area, and then interconnected into existing Ameren power lines on Washington Road.

- **Earthwork:** It is anticipated that the Project will require limited grading and excavation within the Project Area. Site grading and drainage will be conducted in accordance with stormwater regulations, best management practices (BMPs), and the Project's Final Civil Construction Plans.
- **Roads:** The Project will be accessed via Washington Road. The access driveway from Washington Road to the Project Area will have a gravel surface and will be designed in accordance with the Tazewell County Highway Department and requirements and Final Civil Construction Plans.
- **Perimeter fencing**: The Project Area will include a seven-foot-high chain link fence around the perimeter of the solar facility. A locked entrance gate will be provided at the access driveway near its connection to the street.

3. PROJECT DECOMMISSION AND RECYCLING

Decommissioning includes the removal of aboveground and belowground materials. Prior to commencing decommissioning, EDPR Morton Solar will coordinate with Ameren to disconnect the PV array from the power grid. Decommissioning does not include equipment that may fail during operation, or equipment with a lifespan less than 25-35 years.

3.1 DECOMMISSION PREPARATION

Prior to commencement of the decommission process, EDPR Morton Solar will assess existing site conditions and prepare the site for demolition. Demolition debris will be placed in temporary onsite storage areas pending final transportation and disposal and/or recycling according to the procedures listed below.

3.2 PERMITS AND APPROVALS

It is anticipated that a National Pollutant Discharge Elimination System Permit from the Illinois Environmental Protection Agency and a Stormwater Pollution Prevention Plan will be required prior to decommissioning. A wetland and waterbody delineation was completed on February 15, 2024 within the Project Area and the surrounding area. One palustrine forested wetland, one ephemeral/intermittent stream, and one ephemeral stream were identified outside of the Project Area. These wetland and water features do not appear to maintain a continuous surface-level connection with Water of the United States; therefore, they would likely not be regulated by the United States Army Corps of Engineers (USACE). Additionally, the two streams would likely not be regulated by the USACE or Tazewell County, because they are not relatively permanent aquatic features that would qualify as Waters of the United States. The delineated wetland and streams are situated on the northern portion of the parcel and outside the proposed Project Area. No disturbance will take place within these features. The Illinois Department of Natural Resources Ecological Compliance Assessment Tool, also known as ECOCAT, indicated that no state-listed species and no critical habitat was identified in the Project Area. Per the U.S. Fish and Wildlife Service Information, Planning and Conservation, also known as IPaC, the following species may occur within the boundary of the Project: Indiana bat, northern long-eared bat, tricolored bat, whooping crane, monarch butterfly, decurrent false aster, eastern prairie fringed orchid, and

lakeside daisy. If needed, appropriate applications for permits from the state and/or local authorities having jurisdiction shall be submitted and approved prior to decommission activities.

3.3 EQUIPMENT REMOVAL AND RECYCLING

Per the Solar Ordinance, during decommissioning, Project facilities and the following components, will be dismantled and removed:

- Solar panels, cells, and modules;
- Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
- Solar panel foundations (to depth of 5 feet);
- Transformers and inverters, including all components and foundations (to depth of 5 feet);
- Overhead collection system components;
- Access road(s) unless the landowner requests in writing that the access road should remain open;
- Operation and maintenance staging areas unless otherwise agreed to with the landowner; and
- Debris and litter generated by decommissioning workers.

All Project components will be removed from the site and recycled or disposed of at an authorized waste management facility. The demolition debris will be placed in temporary onsite storage area(s) pending the final transportation and disposal and/or recycling. Every practicable effort will be made to recycle or reuse facility components, including (but not limited to): gravel, glass, concrete, rebar, fencing, steel piers, steel racking, solar modules, copper and aluminum wiring, inverters, disconnects, switchgears, and transformers.

Any stormwater control features will be removed unless otherwise approved to remain by the Board and the landowner. Only minor grading and excavation is anticipated during construction; therefore, limited or no grading will be required during the decommissioning process. Temporary erosion and sediment control BMPs will be implemented during the decommissioning phase of the Project. No hazardous materials or waste will be used during the Project operation; therefore, there will be no disposal of hazardous materials or waste during decommissioning.

The Project infrastructure would be decommissioned, to occur within the twelve (12) month decommissioning timeframe.

3.4 SITE RESTORATION AND STABILIZATION

The Project installation will be completed with minimal permanent alterations to the existing Project Area. Therefore, upon decommissioning, the Applicant will restore the disturbed areas onsite as close to preconstruction conditions as is reasonably practicable, including removal of perimeter fencing, structures, and foundations to a depth of 5 feet. Some restoration and site stabilization will be required after decommissioning and removal of equipment. Gravel from the access roads will be reclaimed unless the landowner requests that it remains in place. Landscaping

and trees will be removed unless the landowner requests that they remain in place. The disturbed area will be re-graded to an approximation of the original contours, reseeded, and mulched using a seed mix appropriate for the land. The restoration of soil and ground cover would include applying topsoil, seed mix, and fertilizer if needed to revegetate the site. Very limited grading is anticipated to be performed to restore the site to its original condition, because there will be limited grading during installation of the Project.

The Project will be dismantled and removed using minimal-impact construction equipment. Removed materials will be recycled or disposed of at an authorized waste management facility. During the decommissioning, EDPR Morton Solar will use appropriate temporary construction-related erosion and sediment control measures and BMPs.

4. FUTURE LAND USE

Per the requirements of the Illinois Department of Agriculture, an AIMA must be signed by the Facility owner and filed with the County Board prior to the commencement of construction. The AIMA is intended to help preserve the integrity of any agricultural land that is impacted by the construction and decommission of a commercial solar energy facility. Per the AIMA, all solar panels shall be removed from the property and the land must be restored to its pre-existing condition for agricultural use at the end of the project life cycle. EDPR Morton Solar will identify tile lines prior to construction of the Project, and stakes or flags will mark where expected crossings or disturbances will be located. Tile lines will be restored to pre-construction condition prior to the Project, per the AIMA and Tazewell County requirements.

The AIMA requires areas that exhibit compaction and/or rutting to be scarified a depth of 18 inches prior to placement of topsoil and seed. The existence of drainage tile lines or underground utilities may necessitate less scarification depth. The Applicant is responsible for promptly repairing damage to drain tiles and other drainage systems that result from decommissioning of the commercial solar energy facility.

This Decommissioning Plan is consistent with the AIMA requirements to return the land to its pre-project conditions.

5. DECOMISSIONING COSTS & FINANCIAL ASSURANCE

The Solar Ordinance and AIMA require EDPR Morton Solar to provide a present-day decommissioning cost estimate and provide the County with financial assurance to cover the estimated costs of facility decommissioning. **Appendix A, Decommissioning Costs Analysis without Salvage** was produced on June 4, 2024 and provides a cost estimate to decommission the site without including revenue projections from resale or salvage value.

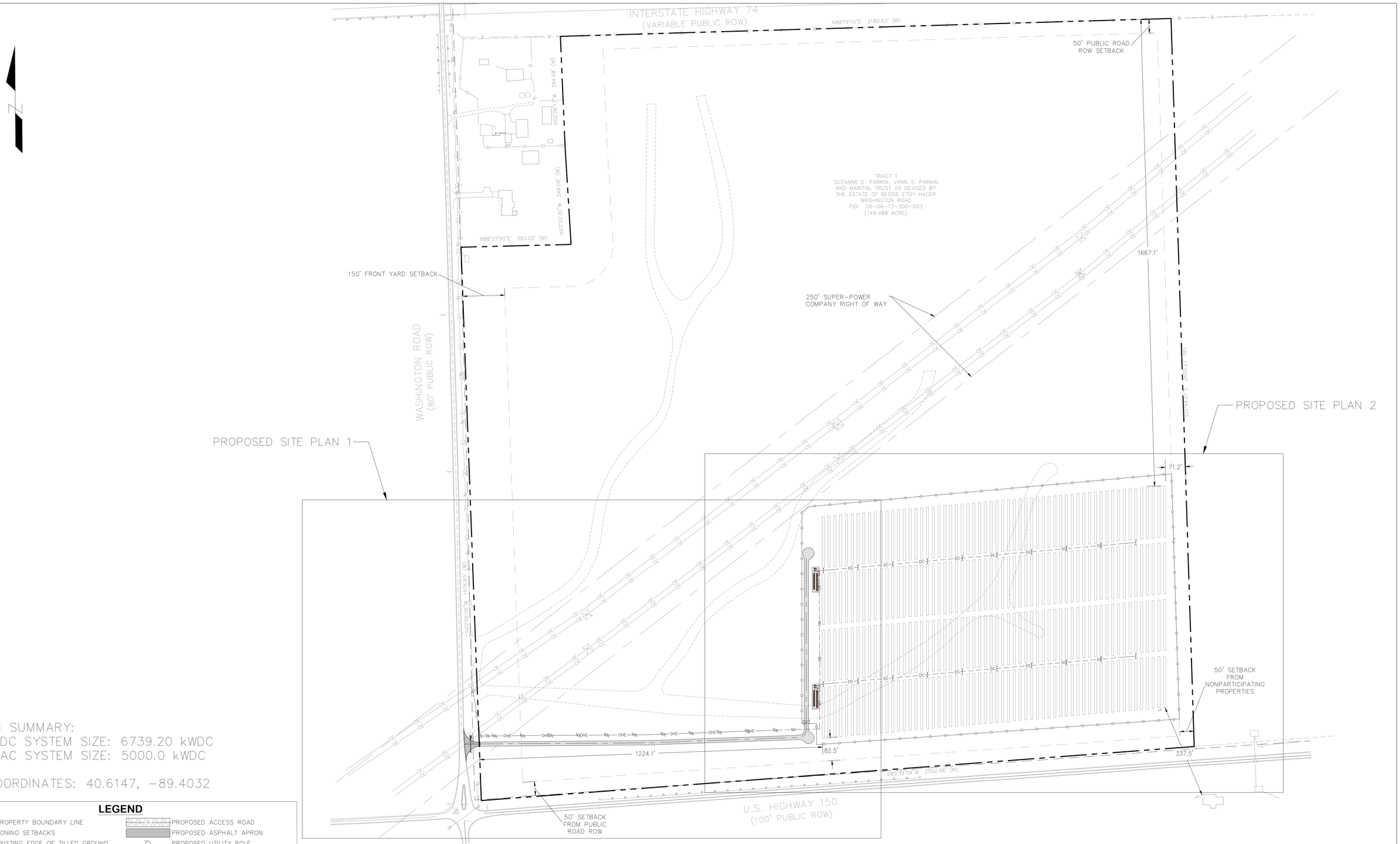
In accordance with Section 156.06 (B)(12)(c) of the Solar Ordinance EDPR Morton Solar will provide a financial assurance in the form of a surety or bond equal to the estimate of decommissioning. The assurance will be provided as follows:

- Ten percent (10%) of the end-of-life decommissioning cost estimate submitted and approved by the County on or before the first anniversary of the Commercial Operation Date of the Facility;

- Fifty percent (50%) of the end-of-life decommissioning cost on or before the sixth anniversary of the Commercial Operation Date;
- Following the tenth anniversary of the Commercial Operation Date, and every five years thereafter, the County may re-evaluate the plan and associated cost estimate.
- One hundred percent (100%) of the end-of-life decommissioning cost on or before the eleventh anniversary of the Commercial Operation Date, based upon the most recently re-evaluated version of the Plan.

As stated in Section 156.06 (B)(12)(c), EDPR Morton Solar acknowledges that every five (5) years following the ten (10) year anniversary of the Commercial Operation Date, a third-party engineer licensed in Illinois must conduct, at the expense of EDPR Morton Solar, a reevaluation of decommissioning costs for the permit and the bond. Should the County disagree with said evaluation, the County may retain services of an engineer of their choosing, at the cost of EDPR Morton Solar.

FIGURE 1 VANN PARKIN 2 – MORTON SOLAR SITE PLAN



SYSTEM SUMMARY:
TOTAL DC SYSTEM SIZE: 6739.20 kWDC
TOTAL AC SYSTEM SIZE: 5000.0 kWDC

GPS COORDINATES: 40.6147, -89.4032

LEGEND

- PROPERTY BOUNDARY LINE
- ZONING SETBACKS
- EXISTING EDGE OF TILLED GROUND
- PUBLIC ROAD RIGHT OF WAY
- OVERHEAD ELECTRIC RIGHT OF WAY
- OE — EXISTING OVERHEAD ELECTRIC LINE
- EXISTING FENCE
- x — x — EXISTING AGRICULTURAL FENCE
- EXISTING GUARDRAIL
- C — EXISTING COMMUNICATION
- EXISTING ELECTRICAL TOWER
- EXISTING UTILITY POLE
- PROPOSED ACCESS ROAD
- PROPOSED ASPHALT APRON
- PROPOSED UTILITY POLE
- PROPOSED CUSTOMER POLE
- PROPOSED FENCE
- SOLAR PANEL ARRAYS
- MV — PROPOSED UNDERGROUND MV CABLE
- DC — PROPOSED UNDERGROUND DC CABLE
- OHE — PROPOSED OVERHEAD POWER LINE

NOT FOR CONSTRUCTION

SCALE 1" = 150'
0 150 300 450 FEET

Rev.	Date	Description	By	Chk

ERM

OVERALL PROPOSED SITE PLAN

MORTON SOLAR PROJECT
EDP RENEWABLES
TAZEWELL COUNTY, ILLINOIS

SCALE	DESIGNED BY	PROJECT NUMBER	SHEET NO.
1" = 150'	CNS	0704003	01
DATE DRAWN	DRAWN BY		
06/12/2024	CNS		

DISCIPLINE NO.
REV. 0

Environmental Resources Management, Inc.

FILE PATH: C:\Users\laura.fritz\OneDrive - ERM\EDPR\Vann Parkin\Vann Parkin 2\CAD\05052025\Decom Site Plan.dwg C-44 OVERVIEW, PRINTED ON 6/12/2024 BY Laura Fritz

N02°06'06"W 1976.65' (M)

PROPOSED POINT OF INTERCONNECTION AT EXISTING POLE

POLE #1: UTILITY OWNED RECLOSER POLE

POLE #2: UTILITY OWNED METER POLE

POLE #3: CUSTOMER OWNED GOAB POLE AND FUSED CUTOUTS

CUSTOMER SPAN POLES (TYP.)

EXISTING EDGE OF TILLED GROUND

PROPOSED 7' HIGH CHAIN LINK FENCE

PROPOSED 15' WIDE GRAVEL ACCESS ROAD

POLE #4: CUSTOMER OWNED METER AND RISER POLE

PROPOSED 24' WIDE DOUBLE SWING GATE

PROPOSED EQUIPMENT PAD B

PROPOSED SOLAR PV ARRAY (TYP.)

PROPOSED EQUIPMENT PAD A

40'

R20'

R35'

U.S. HIGHWAY 150
(100' PUBLIC ROW)

N

LEGEND

- PROPERTY BOUNDARY LINE
- ZONING SETBACKS
- EXISTING EDGE OF TILLED GROUND
- PUBLIC ROAD RIGHT OF WAY
- OVERHEAD ELECTRIC RIGHT OF WAY
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING FENCE
- EXISTING AGRICULTURAL FENCE
- EXISTING GUARDRAIL
- EXISTING COMMUNICATION
- EXISTING ELECTRICAL TOWER
- EXISTING UTILITY POLE
- PROPOSED ACCESS ROAD
- PROPOSED ASPHALT APRON
- PROPOSED UTILITY POLE
- PROPOSED CUSTOMER POLE
- PROPOSED FENCE
- SOLAR PANEL ARRAYS
- PROPOSED UNDERGROUND MV CABLE
- PROPOSED UNDERGROUND DC CABLE
- PROPOSED OVERHEAD POWER LINE

NOT FOR CONSTRUCTION

SCALE 1" = 60'
0 60 120 180 FEET

Rev.	Date	Description	By	Chk

PROPOSED SITE PLAN 1

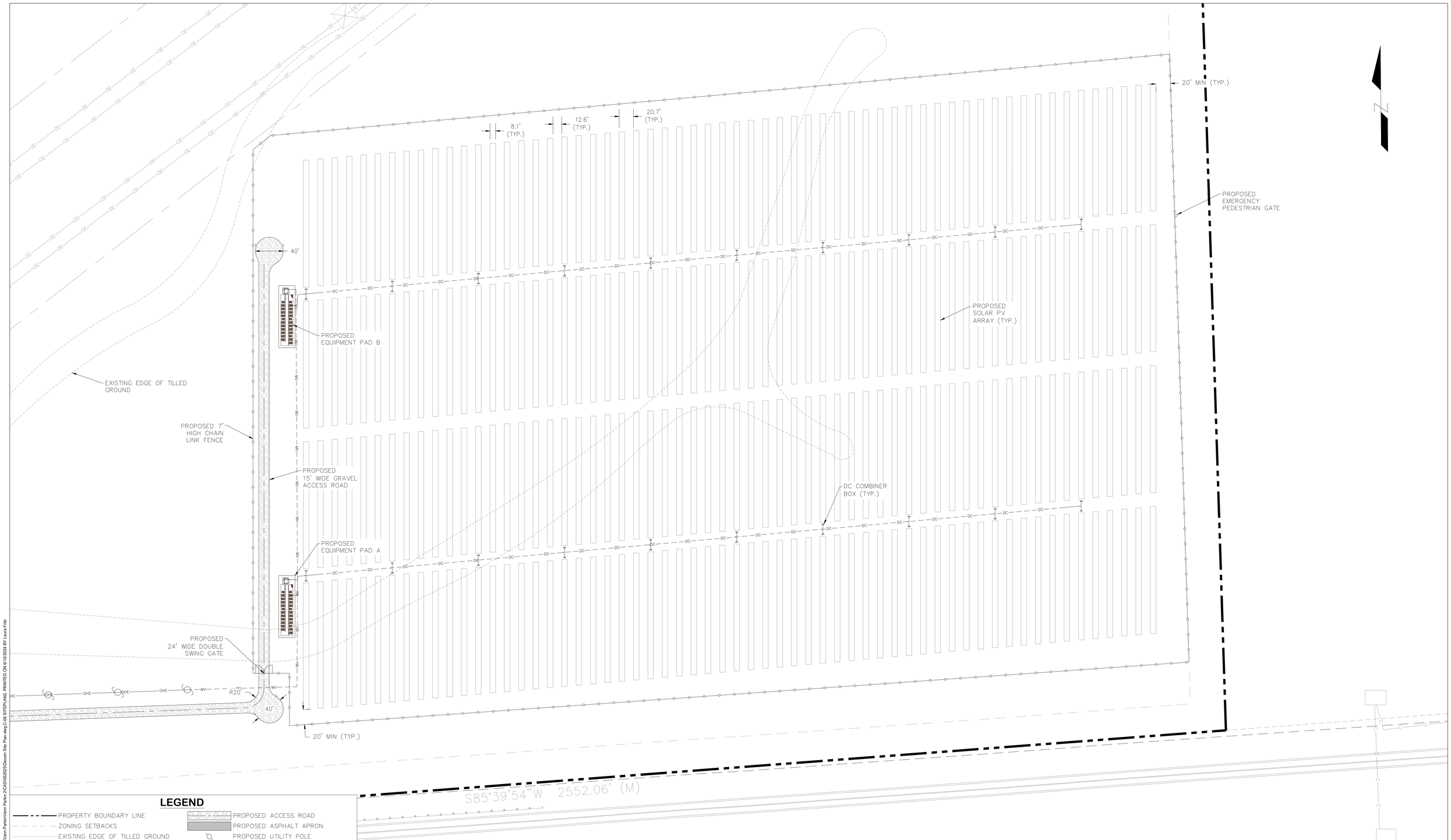
MORTON SOLAR PROJECT
EDP RENEWABLES
TAZEWELL COUNTY, ILLINOIS

SCALE	DESIGNED BY	PROJECT NUMBER
1" = 60'	CNS	0704003
DATE DRAWN	DRAWN BY	
06/12/2024	CNS	

DISCIPLINE NO.
REV. 0
SHEET NO. 02

Environmental Resources Management, Inc.

FILE PATH: C:\Users\laura.fritz\OneDrive - ERM\EDPR\Vann Parkin\Vann Parkin 2\CAD\05262025\Decom Site Plan.dwg C-05 SITEPLAN1, PRINTED ON 6/12/2024 BY Laura Fritz



LEGEND

- PROPERTY BOUNDARY LINE
- ZONING SETBACKS
- EXISTING EDGE OF TILLED GROUND
- PUBLIC ROAD RIGHT OF WAY
- OVERHEAD ELECTRIC RIGHT OF WAY
- OE — EXISTING OVERHEAD ELECTRIC LINE
- EXISTING FENCE
- EXISTING AGRICULTURAL FENCE
- EXISTING GUARDRAIL
- C — EXISTING COMMUNICATION
- EXISTING ELECTRICAL TOWER
- EXISTING UTILITY POLE
- PROPOSED ACCESS ROAD
- PROPOSED ASPHALT APRON
- PROPOSED UTILITY POLE
- PROPOSED CUSTOMER POLE
- PROPOSED FENCE
- SOLAR PANEL ARRAYS
- MV — PROPOSED UNDERGROUND MV CABLE
- DC — PROPOSED UNDERGROUND DC CABLE
- OHE — PROPOSED OVERHEAD POWER LINE

NOT FOR CONSTRUCTION

SCALE 1" = 60'
0 60 120 180 FEET

Rev.	Date	Description	By	Chk

PROPOSED SITE PLAN 2

MORTON SOLAR PROJECT
EDP RENEWABLES
TAZEWELL COUNTY, ILLINOIS

SCALE	DESIGNED BY	PROJECT NUMBER	SHEET NO.
1" = 60'	CNS	0704003	03
DATE DRAWN: 06/12/2024	DRAWN BY: CNS		

DISCIPLINE NO.
REV. 0

Environmental Resources Management, Inc.

FILE PATH: C:\Users\laura.fritz\OneDrive - ERM\EDPR\Vann Parlin\Vann Parlin 2\CAD\550320\Docom Site Plan.dwg C-06 SITEPLAN2, PRINTED ON 6/12/2024 BY Laura Fritz

APPENDIX A DECOMMISSIONING COST ANALYSIS WITHOUT SALVAGE

Morton Solar Project

Tazewell County

Decommissioning Opinion of Probable Cost

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. EA = Each, LF = Linear Feet, AC = Acre.

Decommissioning Cost				
Item Description	**Qty**	**Unit**	**Unit Cost**	**Total Cost**
Reinforce Access Roads	**1,831**	**lf**	**$ 15.00**	**$ 27,000**
Site leveling and Seeding	**35**	**ac**	**$ 4,000.00**	**$ 140,000**
Fence Removal	**4,400**	**lf**	**$ 4.30**	**$ 19,000**
Erosion Control	**35**	**ac**	**$ 250.00**	**$ 9,000**
Inverter and Transformer Removal	**42**	**ea**	**$ 4,200.00**	**$ 176,000**
MV Collection Line Removal	**789**	**lf**	**$ 3.20**	**$ 3,000**
DC Line Removal	**2,644**	**lf**	**$ 0.67**	**$ 2,000**
Overhead Line Removal	**1,215**	**lf**	**$ 4.00**	**$ 5,000**
Utility Pole Removal	**13**	**ea**	**$ 480.00**	**$ 6,000**
Module Disassembly and Removal	**11,520**	**ea**	**$ 6.10**	**$ 70,000**
Pile Removal	**1,728**	**ea**	**$ 12.69**	**$ 22,000**
Access Road Removal	**1,831**	**lf**	**$ 28.50**	**$ 52,000**
Stormwater Pipe Removal	**135**	**lf**	**$ 29.50**	**$ 4,000**
Stormwater Structures Removal	**6**	**ea**	**$ 230.75**	**$ 1,400**
Gross Project Cost				**$ 536,400.00**
25-Year Inflation (2.5%/year)				**$ 995,000.00**

Notes:

1. Quantities were recorded on 7/24/2024 from CAD site layout received from EDPRNA DG Morton Solar.
2. Rates were derived from RSMeans Online (Heavy construction, 2024 data), similar previous projects, and examples provided by Tazewell County.
3. Labor, material, and equipment rates are based on RSMeans City Cost Index (CCI) for Peoria, IL.
4. The age at decommissioning for this estimate is 25 years.
5. This estimate assumes pile spacing of approximately 9 piles per module.
6. Indirect costs and Owner's costs were excluded from this estimate.

08/07/2024

Tazewell County Monthly Resolution List - August 2024

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
08-24-001	0624006	SAL	CHEAP HOME FINDERS, INC.	01-01-34-310-002	1,102.00	0.00	0.00	88.00	450.00	0.00	564.00
08-24-002	0624016	SAL	EUGENE KRIZAN	02-02-30-401-010	838.00	0.00	0.00	88.00	450.00	0.00	300.00
08-24-003	0624017	SAL	KEVIN SHELBY	04-04-13-301-022	2,550.00	0.00	0.00	88.00	615.50	0.00	1,846.50
08-24-004	0624031	SAL	PIGGY BANK INVESTMENT PROPERTIES, LLC	05-05-04-400-029	923.00	0.00	0.00	88.00	450.00	0.00	385.00
08-24-005	0624040	SAL	VIKTOR ZIVREV	05-05-18-312-043	19,602.00	0.00	0.00	88.00	4,878.50	0.00	14,635.50
08-24-006	0624041	SAL	JOHN R & BARBARA L VANDERHEYDT	05-05-27-201-025	1,201.00	0.00	0.00	88.00	450.00	0.00	663.00
08-24-007	0624045	SAL	ROBERT E. MONROE	10-10-12-413-007	10,026.00	0.00	0.00	88.00	2,503.25	0.00	7,434.75
08-24-008	0624049	SAL	CHEAP HOME FINDERS, INC.	10-10-34-400-007	5,502.00	0.00	0.00	88.00	1,353.50	0.00	4,060.50
08-24-009	0624050	SAL	JAMES WAHLFELD	10-10-34-400-010	1,500.00	0.00	0.00	88.00	450.00	0.00	962.00
08-24-010	0624059	SAL	JOHN MORGAN	13-13-15-103-010	905.00	0.00	0.00	88.00	477.43	0.00	339.57
				Totals	**$44,149.00**	**$0.00**	**$0.00**	**$880.00**	**$12,078.18**	**$0.00**	**$31,190.82**

Clerk Fees	**$0.00**
Recorder/Sec of State Fees	**$880.00**
Total to County	**$32,070.82**

Committee Members

WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

FONDULAC TOWNSHIP

PERMANENT PARCEL NUMBER: 01-01-34-310-002

As described in certificates(s) : 0138 sold October 2001

and it appearing to the Executive Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, CHEAP HOME FINDERS, INC., has bid $1,102.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid $564.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $1,102.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $564.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ _____

CLERK COUNTY BOARD CHAIRMAN

08-24-002 **RESOLUTION** 0624016

WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

WASHINGTON TOWNSHIP

PERMANENT PARCEL NUMBER 02-02-30-401-010

As described in certificates(s) : 201700241 sold October 2018

and it appearing to the Executive Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, EUGENE KRIZAN, ELIZABETH KRIZAN, has bid $838.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $838.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ CLERK

_____ COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER 08-24-002

RESOLUTION

WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

PEKIN TOWNSHIP

PERMANENT PARCEL NUMBER: 04-04-13-301-022

As described in certificates(s) : 202000251 sold October 2021

and it appearing to the Executive Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Kevin Shelby, has bid $2,550.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid $1,846.50 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $2,550.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $1,846.50 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____
CLERK

_____
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

RESOLUTION

WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER 05-05-04-400-029

As described in certificates(s) : 202000522 sold October 2021

and it appearing to the Executive Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, PIGGY BANK INVESTMENT PROPERTIES, LLC, has bid $923.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid $385.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $923.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $385.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ CLERK

_____ COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-18-312-043

As described in certificates(s) : 202000642 sold October 2021

and it appearing to the Executive Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, VIKTOR ZIVREV, has bid $19,602.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid $14,635.50 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $19,602.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $14,635.50 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ CLERK

_____ COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER 08-24-005

08-24-006 **RESOLUTION** 0624041

WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER 05-05-27-201-025

As described in certificates(s) : 202000647 sold October 2021

and it appearing to the Executive Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, JOHN R & BARBARA L VANDERHEYDT, has bid $1,201.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid $663.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $1,201.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $663.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____.

ATTEST:

_____ _____

CLERK COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER 08-24-006

WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

CINCINNATI TOWNSHIP

PERMANENT PARCEL NUMBER 10-10-12-413-007

As described in certificates(s) : 202000761 sold October 2021

and it appearing to the Executive Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Robert E. Monroe, has bid $10,026.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid $7,434.75 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $10,026.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $7,434.75 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ CLERK

_____ COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER 08-24-007

WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

CINCINNATI TOWNSHIP

PERMANENT PARCEL NUMBER: 10-10-34-400-007

As described in certificates(s) : 202000800 sold October 2021

and it appearing to the Executive Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, CHEAP HOME FINDERS, INC., has bid $5,502.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid $4,060.50 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $5,502.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $4,060.50 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ _____

CLERK COUNTY BOARD CHAIRMAN

WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

CINCINNATI TOWNSHIP

PERMANENT PARCEL NUMBER 10-10-34-400-010

As described in certificates(s) : 202000801 sold October 2021

and it appearing to the Executive Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, JAMES WAHLFELD, has bid $1,500.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid $962.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $1,500.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $962.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ _____

CLERK COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER 08-24-009

WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

MACKINAW TOWNSHIP

PERMANENT PARCEL NUMBER: 13-13-15-103-010

As described in certificates(s) : 201900812 sold November 2020

and it appearing to the Executive Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, John Morgan, Debra Morgan, has bid $905.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid $339.57 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $905.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $339.57 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ CLERK

_____ COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER 08-24-010

E-24-96

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Decommissioning Plan for Morton Solar, LLC; and

WHEREAS, the 2MW solar farm was originally approved by the Zoning Board of Appeals for Special Use on October 2, 2018 and extensions granted October 1, 2019, September 8, 2021 and October 25th, 2023 (County Board) on approximately 16 acre approximately 1/4 of a mile South of the intersection of Harding Road and Tennessee Avenue, and along the West side of Tennessee Avenue, Morton Illinois; and

WHEREAS, the plan is in accordance with the Illinois Department of Agriculture's – Agricultural Impact Mitigation Agreement, in accordance with 20 ILCS 5/5-222, and Chapters 156 and 157 of the Tazewell County Code; and

WHEREAS, the plan includes a 4.3% annual inflation rate for the life of the project (35 years), disregarding salvage value at the end of the project life;

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

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

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

COUNTY OF TAZEWELL

COMMUNITY DEVELOPMENT DEPARTMENT

Jaclynn Workman, Administrator

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

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

TO: **Chairman Zimmerman and Executive Committee**

FROM: **Jaclynn Workman, Administrator**

DATE: **August 12th, 2024**

SUBJECT: **Decommissioning Plan – Morton Solar, LLC**

Please find attached the Decommissioning Plan for Morton Solar, LLC , a 2MW solar farm approved by the County Board for Special Use November 15th, 2023.

Morton Solar, LLC will be, is a 2MW solar farm situated on 16 acres of a 32 acre parcel located approximately 1/4 of a mile South of the intersection of Harding Road and Tennessee Avenue, and along the West side of Tennessee Avenue, Morton, Illinois

The plan contains a detailed decommissioning overview with cost estimate breakdown, dated 8/8/2024 with the RSMeans, 2024 Heavy Construction Data. The plan includes a 4.3% annual inflation rate for the life of the project (35 years), disregarding salvage value at the end of the project life. The plan is in accordance with the Illinois Department of Agriculture's – Agricultural Impact Mitigation Agreement, per (20 ILCS 5/5-222) and the Tazewell County Solar Ordinance. The plans was created/review by an Illinois licensed engineer.

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

JW

11 South Fourth Street ~ McKenzie Building ~ Suite 400 ~ Pekin, Illinois 61554

Phone: (309) 477-2235 ~ Fax: (309) 477-2358 ~ E-Mail: jworkman@tazewell-il.gov

DECOMMISSIONING PLAN

for

PROPOSED SOLAR DEVELOPMENT

TRAJECTORY - MORTON SOLAR
200685 TENNESSEE AVE
MORTON, IL 61550
LAT/LONG: 40.622777, -89.433944

DATE: AUGUST 1, 2024
REV1: AUGUST 8, 2024

Prepared by:
Summit Ridge Energy.
1000 Wilson Boulevard, Suite 2400
Arlington, VA 22209

Dale Johnson, PE; License Expiration : 11/30/2025

SUMMIT RIDGE ENERGY

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ATTACHMENTS

Attachment 1	**Decommissioning Estimate**
Attachment 2	**Site Plan**
Attachment 3	**Code of Ordinances**
Attachment 4	**Agricultural Impact Mitigation Agreement (AIMA)**

OVERVIEW

Summit Ridge Energy (SRE) has prepared this Decommissioning Plan for a proposed Solar Generating Facility (SGF) in Morton in Tazewell County, Illinois called Trajectory – Morton Solar. The site is located on an agricultural site off of Tennessee Ave.

The purpose of the Plan is to provide the general scope of work and construction cost estimate for the decommissioning and assurance process. This document outlines the decommissioning activities required to restore the Small Solar Energy System site to a meadow condition that existed prior to construction of the Solar Energy Facility after a 40-year design life.

The solar system will produce power using photovoltaics (PV) panels mounted on ground supported galvanized metal piles. The facility will generally include equipment pads, perimeter security fencing, underground electrical conduits, overhead wires and utility poles, and a gravel access driveway. The energy generated from the system will be supplied to public utility grid. The major civil infrastructure quantities have summarized below, with the full detailed list provided in Attachment 1:

- Gravel Driveway – 12,039 Square Feet
- Perimeter Fence – 3,505 Linear Feet
- Equipment Pad – 670 Square Feet
- Solar Modules – 5,544 Hanwah Q.peak

The decommissioning cost assessment has been split between solar facility dismantlement, disposal, and site restoration, which reflect that overall decommissioning process. The reported costs include labor, materials, equipment, contractor's overhead, contingency, and profit; the labor costs have been estimated using regional labor rates.

DISMANTLEMENT AND DEMOLITION

The dismantling and demolition of the Facility shall include the removal of all solar electric systems, buildings, cabling, electrical components, roads, foundations, piles, and any other associated facilities.

A significant amount of the components of the photovoltaic system at the Facility will include recyclable or re-saleable components, including copper, aluminum, galvanized steel, and modules. Due to their resale monetary value, these components will be dismantled and disassembled rather than being demolished and disposed. It is anticipated that materials may be salvaged and some of the costs recovered.

Following coordination with Ameren regarding timing and required procedures for disconnecting the Facility from the electrical grid, all electrical connections to the system will be disconnected and all connections will be tested locally to confirm that no electric current is running through them before proceeding. All electrical connections to the panels will be cut at the panel and then removed from their framework by cutting or dismantling the connections to the supports. Modules, inverters, transformers, meters, fans, lighting fixtures, and other electrical structures will be removed. The photovoltaic mounting

system framework will be dismantled and recycled. The galvanized support piles will be completely removed and recycled.

The term “hazardous” will be defined by the laws and regulations in effect at the time of decommissioning. Disposal of these materials at a landfill will be governed by State and Public Local Laws of the Authority Having Jurisdiction (AHJ) and including the Code of Illinois Regulations (COILR) governing waste disposal at County area landfills, and as may be amended from time to time.

Finally, all associated structures will be demolished and removed from the site for recycling or disposal, but no later than within 90 days after the end of energy production. Any facility unutilized for a continues period of 12 months will be considered abandoned. The Owner shall decommission the project within 12 months of abandonment. The owner or operator shall notify the County by certified mail of the proposed date of discontinued operations and plans for removal. This will include the site fence, gates, access driveways, equipment foundations, and underground cables, which will likely be reclaimed or recycled. Landscape or grading may remain if a written request is submitted by the landowner and a waiver is granted by the Board of Supervisors.

Consultation with the landowner will determine if the access driveway should be left in place for their continued use. If the driveway is preferred to remain, the landowner will submit a request to the Board of Supervisors that such driveway remain. If the access driveway is deemed unnecessary, the contractor will remove the access driveway and restore this area with native soils and seeding. The gravel surface and base course will be removed completely. Any “clean” concrete will be crushed and disposed of off-site or recycled (reused either on- or off-site). Sanitary facilities will be provided on-site for the workers conducting the decommissioning of the Facility. Abandoned underground conduits/raceways will be capped at each end. Above ground lines and all poles will be removed, along with associated equipment (isolation switches, fuses, metering) and holes will be filled with clean topsoil.

Erosion and sediment control measures are required during the decommissioning process. These measures include a stabilized construction entrance, silt fence, concrete washout stations, and ground stabilization practices. The owner/operator will restore the project location to a vegetated meadow condition.

As with the project’s construction, noise levels during the decommission work will increase. Proper steps will be followed to minimize the disturbance, such as using proper equipment for removing the support piles. Work hours are assumed to be 8 hours a day, during daylight. Also, road traffic in the area may increase temporarily due to crews and equipment movements.

Further details of the on-site stabilization are included in subsequent sections.

DISPOSAL OR RECYCLING OF MATERIALS

During the decommissioning phase, a variety of excess materials can be salvaged. Most of the materials used in a solar facility are reusable. Any remaining materials will be removed and disposed of off-site at an appropriate facility. The project general contractor will maximize recycling and reuse and will work

with manufacturers, local subcontractors, and waste firms to segregate material to be recycled, reused and/or disposed of properly.

The project developer will be responsible for arranging the collection or recycling of fence, racking piles, PV panels, panel tracker equipment, AC and DC wiring, inverters, and miscellaneous equipment for salvage value.

Gravel may be reused as general fill on site with the property owner's permission. Remaining gravel, geotextile fabric, concrete, and debris need to be separated and transported off-site by truck to the appropriate facilities for recycling and disposal in accordance with federal, state, and local solid waste management regulations.

Acceptable waste facilities could include a local recycling and disposal facility. Local landfills can accept non-recyclable waste; this estimate assumes a cost for the transport and a local disposal fee. For the recyclable metal components, such as steel piles and racking, there are a selection of local metal recyclers/scrap yards, which are available to purchase the components upon decommissioning. We have assumed the transportation and delivery fee to a local metal recycler, for the purposes of this estimate and have excluded any salvage value.

A final site walkthrough will be conducted to remove debris and/or trash generated within the site during the decommissioning process and will include removal and proper disposal of any debris that may have been wind-blown to areas outside the immediate footprint of the facility being removed.

SITE STABILIZATION AND RESTORATION

The areas of the Facility that are disturbed (during decommissioning) will require minor grading activities to restore the site to a pre-development condition. Grading is required to establish a uniform and consistent slope; the ground will be stabilized via hydro seeding with the surface treatment approved by the building inspector/planning board, including application of a selected grass seed mix to surfaces disturbed during the decommissioning process. Compacted soils shall be decompacted as agreed to by the landowner. Additionally, minor volumes of soil material will be required to restore the access driveways and concrete equipment pad area. All site stabilization activities will be completed in accordance with the approved Sediment and Erosion Control Plan issued by the local AHJ. At the time of approval of this plan, it is unknown whether a permit will be required for the proposed activities described above.

CURRENT PERMITTING REQUIREMENTS

We anticipate the following permits may be required prior to commencement of the decommissioning work: National Pollution Discharge Elimination Systems (NPDES) and a local Building Permit. Other permits that may be required include site development permit and/or road use agreement. However, because the decommissioning is expected to occur later in the future, the permitting requirements will be reviewed and might be subject to revisions based on local, state, and federal regulations at the time.

SCHEDULE

The decommissioning process is estimated to take approximately sixteen to eighteen (16-18) weeks, but no longer than six (6) months, and is intended to occur outside of the winter season. The decommission must be complete within twelve (12) months after the end of the useful life of the facility.

Per the guidelines outlined in Agricultural Impact Mitigation Agreements (AIMA), and if deemed necessary by the county, a sum equal to ten (10), fifty (50), and one hundred (100) percent of the projected decommissioning expenses must be submitted to the county on or before the first, sixth and eleventh anniversary of the commencement of commercial activities, respectively.

SOLAR DECOMMISSIONING ESTIMATE

The decommissioning estimate is based on regional labor costs and disregards salvage value at the end of a 40-year lifespan. Using publicly available construction cost data from the 2024 RS Means Site Work book, the daily cost for different construction crew types that will be needed to perform the decommissioning work were identified. The duration of each type of activity was assumed e.g. removing modules, piles etc., and the cost for each deconstruction activity was quantified. Using the duration of each subtask, and the cost for a daily crew rate, a total decommissioning cost was calculated.

The total decommissioning cost estimate is **$1,422,443**; the detailed cost estimate is included below.

ATTACHMENT 1: DECOMMISSIONING ESTIMATE

DECOMMISSIONING COST ANALYSIS
IL - TRAJECTORY - MORTON SOLAR PROJECT

DATE: 08.01.24
REV1: 08.09.24

SUMMIT RIDGE ENERGY

Standard Equipment and Work Crews Daily Rates			
Crew	**Labor Hours, Daily total**	**Daily Cost (includes Sub O&P)**	**Comment**
A-3C: Skid Steer78 HP, 1 Equip Operator	8	$ 1,169.70	General Site Work/loading
A-3D: 1 Flatbed Trailer 25 ton, 1 pickup truck, 1 Truck Driver	8	$ 1,088.24	Module Loading
B-10B: 1 Dozer 200 HP, 1 Equipment operator, 0.5 laborer,	12	$ 2,648.93	Remove Driveway, Site restoration
B-12D: 1 Hydraulic Excavator 3.5 CY, 1 Equip operator, 1 Laboror,	16	$ 3,761.86	Remove Piles, excavation etc
B-17: 1 Backhoe 48 HP, 1 Dump Truck 8 CY, 2 laborers, 1 Operator, 1 Driver	32	$ 3,454.23	Material Loading
A-31: 1 Hydraulic Crane 40 ton, 1 Equip operator	8	$ 3,337.44	Material Loading
A-3P: Forklift, 31' reach, 1 operator	8	$ 1,431.37	Equipment and Operator
B-2: 1 Labor Foreman, 4 laborers	40	$ 2,925.60	General Labor
R-1: 1 foreman, 3 electricians, 2 apprentice	48	$ 4,767.60	Skilled Labor
Equip. Rent-Boom, 60', w/ Operator-1 day (sect. 0154-40-0075)	8	$ 571.50	Rental for Overhead line removal

Material and Equipment Removal Unit Rates				
	Hours			**Hours**
Module Removal Rate, module/hour	144		Pile Removal Rate, piles/day	50
Module Wire Removal Rate, hr	0.5		Time to remove overhead lines, LF/hr	50
Time to remove AC/DC lines, LF/hr	100		Time to remove a utility pole/hr	1
Rack Removal Rate (Rack,wire,motor), Strings/hour	6		Inverter Removal Rate, hr/inverter	0.5
Grading Rate, CY/hour	100		Transformer/switchgear Removal Rate, hr/unit	2
Fence Removal Rate, LF/Hr	300		Racking Loading Rate, min/LF	0.1
Silt Fence Install/Removal rates, LF/HR	100		Ground Seeding Rates, Ac/hr	1

DISASSEMBLY & DISPOSAL	QTY		Time to Complete Task, Days	Completed by Crew ID#	Labor Hours/ Total	Cost, $
Remove Modules	5,544	Modules	5	B-2, A-3D, A-3P	280	$ 27,226.05
Remove Inverters	16	EA	1	B-2, R-1	88	$ 7,693.20
Remove Transformer, Switchgear, and misc. electrical equipment(s) loading	1	EA	1	A-31	8	$ 3,337.44
Remove Foundation Piles	1002	EA	3	B-12D, A-3C, A-3D	96	$ 18,059.40
Remove Racking (torque tubes, motor, & supports) Strings	231	Strings	5	A-3D, A-3C, B-12D	160	$ 30,099.00
Remove DC Wiring	2,463	LF	4	R-1, B-12D	256	$ 34,117.84
Remove AC Wiring	598	LF	1	R-1, B-12D	64	$ 8,529.46
Remove Fence	3,505	LF	2	B-17	64	$ 6,908.46
Remove Gravel Access Drive	446	CY	1	A-3C, B-10B, B-12D	36	$ 7,580.49
Removal Utility Poles	5	EA	1	Rent-Boom Lift	8	$ 571.50
Remove Equipment Pad	1	LS	1	B-12D, B-2	56	$ 6,687.46
SITE RESTORATION						
Re-Seeding and mulching and site cleanup/restoration	19	AC	3	A-3C, B-2	144	$ 12,286
Temporary Erosion and Sediment Control / silt fence	1711	LF	5	B-12D	80	$ 18,809
Construction Entrance	1	EA	1	B-12D	16	$ 3,762
OTHER COSTS			**Unit Cost**			
Transportation to transfer station (Assumes 10 truckloads reqd)	20	MILE	$ 3.05			$ 610.00
Disposal (C&D) (Assumes W6 x 8 x 17 ft Piles)	68	Tons	$ 100.00			$ 68,136.00
Disposal (module weight 75 pounds)	208	Tons	$ 100.00			$ 20,790.00

Notes

1. The crew rates provided are based on regional labor and crew rates per the RS Means: Site Work & Landscape Cost data book version 2024.

Labor Hours Total		1,260
Mobilization Cost, $ (10%)	$	27,500
Subtotal	$	276,737
35- year Inflation, $ (4.73%)	$	1,118,205
TOTAL	**$**	**1,422,443**

ATTACHMENT 2: SITE PLAN

NOTES:

1. THE PROPOSED SITE PLAN IS CONCEPTUAL. FINAL EQUIPMENT SELECTION MAY CHANGE DEPENDING ON AVAILABILITY.
2. PARCEL BOUNDARY AND EXISTING CONDITIONS HAVE BEEN REFERENCED FROM THE ALTA SURVEY CONDUCTED BY REGIONAL LAND SERVICES ON 02/29/2024.
3. WETLAND DELINEATION SHOWN IS PER THE WETLAND STUDY CONDUCTED BY EMMONS & OLIVER RESOURCES, INC. ON 09/28/2023. THE WETLAND IS CATEGORIZED AS NON-JURISDICTIONAL AND ANY IMPACT IS ANTICIPATED TO BE LESS THAN 1/10 OF AN ACRE.
4. POINT OF INTERCONNECTION LOCATION IS APPROXIMATE AND WILL BE DETERMINED FOLLOWING A SITE SURVEY BY THE ELECTRICAL UTILITY. POINT OF INTERCONNECTION POLE SERIES TO BE DESIGNED IN ACCORDANCE WITH ELECTRICAL UTILITY STANDARDS.
5. DRAIN TILE DELINEATION IS PER HUDDLESTON MCBRIDE PROFESSIONAL LAND DRAINAGE SERVICES ON 09/24/2023.
6. CAB WIRING SHALL BE UTILIZED THROUGH ARRAY. DESIGN TO BE DETERMINED IN 30% DESIGN STAGE.

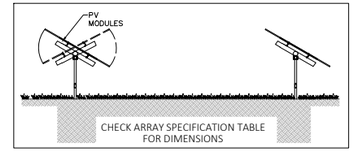
SETBACKS

MINIMUM YARD SETBACK	REQUIRED	PROPOSED
FRONT:	50'	122'
REAR:	50'	57'
SIDE:	50'	94'
FROM RESIDENCE:	NA	NA
MAXIMUM BUILDING HEIGHT	--	~12'

*SETBACKS ARE BASED ON APPROVED CUP SITE PLAN

ARRAY SPECIFICATIONS	
DC SYSTEM SIZE (kW)	3039.12 kW
AC SYSTEM SIZE (kW)	2000 kW
DC/AC RATIO	1.52
MODULE MODEL	Q.PEAK DUO XL-G10.3/BFG & XL-G11S.3/BFG
MODULE POWER	475W & 590 W
MODULE COUNT	475W: 2016 & 590W: 3528
RACKING QUANTITY (475W)	(28) 1x72; SAT
RACKING QUANTITY (590W)	(47) 1x72; (3) 1x48; SAT
STRING LENGTH	24
STRING QUANTITY	231
INVERTER TYPE	KACO BLUEPLANET 125-TL3-INT
INVERTER QUANTITY	(16) 125 kW
AZIMUTH	180°
TILT ANGLE / PHI LIMITS	55°
NOMINAL PITCH (FEET)	27.50
INTER-ROW SPACING (FEET)	475W: 20.23 & 590W: 19.42
GROUND COVERAGE RATIO	475W: 0.26 & 590W: 0.29
TORQUE TUBE HEIGHT (FEET)	475W: 5.0 MIN & 590W: 5.3 MIN

SYSTEM SECTION VIEW



LEGEND

- PROPERTY LINE
- LEASE LINE
- FENCE LINE
- SOLAR MODULES
- EQUIPMENT PAD
- 1 FT CONTOURS
- CHAINLINK FENCE GATE
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- UTILITY POLE
- STORAGE SHED

70 0 70 140 210
FEET
Scale: 1"=70'

REV	BY	DESCRIPTION	DATE
0	ADK	PRELIMINARY SITE PLAN	04/01/2024
1	ADK	ADDED WETLAND DELINEATION	04/09/2024
2	ADK	INVERTER	04/18/2024
3	AWS	CIVIL SET UPDATES	05/09/2024
4	AWS	CIVIL SET SYNC	05/20/2024
5	CHH	MODULE UPDATE	07/30/2024

DRAWING ISSUE: ☒ PRELIMINARY ☐ PERMITTING ☐ BID ☐ CONSTRUCTION ☐ AS-BUILT ☐ OTHER

SUMMIT RIDGE ENERGY
1000 WILSON BLVD, SUITE 2400
ARLINGTON, VA 22209
WWW.SRENERGY.COM

PE SEAL/CONSULTANT:

NOT FOR CONSTRUCTION

PROJECT:

TEP - MORTON SOLAR
200685 TENNESSEE AVE
MORTON, IL 61550
40.622777, -89.433944

UTILITY: AMEREN
TAZEWELL COUNTY

STATE: ILLINOIS

DRAWING TITLE:

CONCEPTUAL SITE PLAN

DWG NO.

C 01

ATTACHMENT 3: CODE OF ORDINANCES

TAZEWELL COUNTY, ILLINOIS

CODE OF ORDINANCES

2024 S-5 Supplement contains:

Local legislation current through Ord. LU-21-12, passed 9-29-2021; and

Res. LU-24-09, passed 5-29-2024

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Cincinnati, Ohio 45202

1-800-445-5588 www.amlegal.com

CHAPTER 156: SOLAR ENERGY SYSTEMS

Section

156.01 Purpose

156.02 Definitions

156.03 Ground mount and roof mount (SES) permitted as an accessory use

156.04 Building integrated systems

156.05 Community solar gardens

156.06 Commercial energy facility

156.07 Compliance with Building Code

156.08 Liability insurance

156.09 Administration and enforcement

156.10 Fees charged for building permits

156.99 Penalty

§ 156.01 PURPOSE.

The purpose of this chapter is to facilitate the construction, installation, and operation of solar energy systems (SES) in the county in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. It is the intent of this chapter to encourage the development of SESs that reduce reliance on foreign and out-of-state energy resources, bolster local economic development and job creation. This chapter is not intended to abridge safety, health or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.

(Ord. LU-17-03, passed 5-31-2017)

§ 156.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACCESSORY. As applied to a building, structure, or use, one which is on the same lot with, incidental to and subordinate to the main or principal structure or use and which is used for purposes customarily incidental to the main or principal structure, or the main or principal use.

AGRICULTURAL IMPACT MITIGATION AGREEMENT. The agreement between the facility owner and the Illinois Mitigation Agreement Department of Agriculture (IDOA) described herein.

BUILDING INTEGRATED PHOTOVOLTAIC SYSTEMS. A solar energy system that consists of integrating photovoltaic modules into the building structure as the roof or façade and which does not alter the relief of the roof.

COLLECTIVE SOLAR. Solar installations owned collectively through subdivision homeowner associations, college student groups or other similar arrangements.

COMMERCIAL OPERATION DATE. The calendar date of which the facility owner notifies the landowner, county, and IDOA in writing that commercial operation of the facility has commenced. If the facility owner fails to provide such notifications, the commercial operation date shall be the execution date of this AIMA plus six months.

COMMERCIAL SOLAR ENERGY FACILITY (FACILITY). A solar energy conversion facility equal to or greater than 500 energy facility (facility) kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. ***COMMERCIAL SOLAR ENERGY FACILITY*** does not include a solar energy conversion facility:

(1) For which a permit to construct has been issued before June 29, 2018;

(2) That is located on land owned by the commercial solar energy facility owner;

(3) That was constructed before June 29, 2018; or

(4) That is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.

COMMERCIAL SOLAR ENERGY FACILITY OWNER (FACILITY OWNER). A person or entity that owns a commercial solar energy facility. A commercial solar energy facility owner is not nor shall it be deemed to be a public utility as defined in the Public Utilities Act.

COMMUNITY SOLAR GARDEN. A community solar-electric (photovoltaic) array, that provides retail electric power (or financial proxy for retail power) to multiple households or businesses residing in or located off-site from the location of the solar energy system. A community solar system may be either an accessory or principal use.

DECOMMISSIONING/DECONSTRUCTION. The removal of a facility from the property of a landowner and the restoration of that property as provided in the AIMA.

DECOMMISSIONING PLAN. A plan prepared by a professional engineer, at the facility's expense, that includes:

(1) The estimated deconstruction cost, in current dollars at the time of filing a building permit, for the facility, considering among other things:

(a) The number of solar panels, racking, and related facilities involved;

(b) The original construction costs of the facility;

(c) the size and capacity, in megawatts of the facility;

(d) the salvage value of the facilities (if all interests in salvage value are subordinate to that of the financial assurance holder if abandonment occurs);

(e) The construction method and techniques for the facility and for other similar facilities.

(2) A comprehensive detailed description of how the facility owner plans to pay for the deconstruction of the facility.

FACILITY OWNER. (i) A person with a direct ownership interest in a commercial solar energy facility, regardless of whether the person is involved in acquiring the necessary rights, permits, and approvals or otherwise planning for the construction and operation of the facility; and (ii) at the time the facility is being developed, a person who is acting as a developer of the facility by acquiring the necessary rights, permits, and approvals or by planning for the construction and operation of the facility, regardless of whether the person will own or operate the facility.

FINANCIAL ASSURANCE. A reclamation bond or other commercial available financial assurance that is acceptable to the county, with the county as primary beneficiary and the landowners as secondary beneficiaries.

GROUND MOUNT SOLAR ENERGY SYSTEM. A solar energy system that is directly installed into the ground and is not attached or affixed to an existing structure.

NET METERING. A billing arrangement that allows solar customers to get credit for excess electricity that they generate and deliver back to the grid so that they only pay for their net electricity usage at the end of the month.

NONPARTICIPATING PROPERTY. Real property that is not a participating property.

NONPARTICIPATING RESIDENCE. A residence that is located on nonparticipating property and that is existing and occupied on the date that an application for a permit to develop the commercial solar energy facility is filed with the county.

OCCUPIED COMMUNITY BUILDING. Any one or more of the following buildings that is existing and occupied on the date that the application for a permit to develop the commercial solar energy facility is filed with the county: a school, place of worship, day care facility, public library, or community center.

PARTICIPATING RESIDENCE. A residence that is located on participating property and that is existing and occupied on

the date that an application for a permit to develop the commercial wind energy facility or the commercial solar energy facility is filed with the county. "Protected lands" means real property that is:

(1) Subject to a permanent conservation right consistent with the Real Property Conservation Rights Act; or

(2) Registered or designated as a nature preserve, buffer, or land and water reserve under the Illinois Natural Areas Preservation Act.

PHOTOVOLTAIC SYSTEM. A solar energy system that produces electricity by the use of semiconductor devices calls photovoltaic cells that generate electricity whenever light strikes them.

PRIME FARMLAND. Agricultural land comprised of soils that are defined by the USDA Natural Resources Conservation Services (NRCS) as being "prime" soils (generally considered the most productive soils with the least input of nutrients and management).

PROFESSIONAL ENGINEER. An engineer licensed to practice engineering in the State of Illinois, and who is determined to be qualified to perform the work described herein by mutual agreement of the county and the "facility owner."

PROTECTED LANDS. Real property that is subject to a permanent conservation right consistent with the Real Property Conservation Rights Act; or registered or designated as a nature preserve, buffer, or land and water reserve under the Illinois Natural Areas Preservation Act.

QUALIFIED SOLAR INSTALLER. A trained and qualified electrical professional who has the skills and knowledge related to the construction and operation of solar electrical equipment and installations and has received safety training on the hazards involved.

ROOF MOUNT. A solar energy system in which solar panels are mounted on top of a building roof as either a flush mounted system or as modules fixed to frames which can be tilted toward the south at an optical angle.

SOIL AND WATER CONSERVATION DISTRICT (SWCD). A local unit of government that provides technical and financial assistance to eligible landowners for the conservation of soil and water resources.

SOLAR ACCESS. Unobstructed access to direct sunlight on a lot or building through the entire year, including access across adjacent parcel air rights, for the purpose of capturing direct sunlight to operate a solar energy system.

SOLAR COLLECTOR. A device, structure or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical or electrical energy.

SOLAR ENERGY. Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

SOLAR ENERGY SYSTEM (SES). The components and subsystems required to convert solar energy into electric or thermal energy suitable for use. The area of the system includes all the land inside the perimeter of the system, which extends to any fencing. The term applies, but is not limited to, solar photovoltaic systems, solar thermal systems and solar hot water systems.

SOLAR STORAGE BATTERY/UNIT. A component of a solar energy device that is used to store solar generated electricity or heat for later use.

SOLAR THERMAL SYSTEMS. Solar thermal systems that directly heat water or other liquid using sunlight. The heated liquid is used for such purposes as space heating and cooling, domestic hot water and heating pool water.

SUPPORTING FACILITIES. The transmission lines, substations, access roads, storage containers, and equipment associated with the generation and storage of electricity by the commercial solar energy facility.

USEFUL LIFE. A "facility" will be presumed to have no remaining "useful life" if: no electricity is generated for a period of 12 months and the facility owner is not undertaking reasonable efforts to repair or decommission the facility or the "facility owner" fails, for a period of 16 consecutive months, to pay the landowner amounts owed in accordance with the underlying agreement.

(Ord. LU-17-03, passed 5-31-2017; Res. LU-18-05, passed 4-25-2018; Res. LU-18-17, passed 10-31-2018; Res. LU-23-10, passed 5-31-2023)

§ 156.03 GROUND MOUNT AND ROOF MOUNT (SES) PERMITTED AS AN ACCESSORY USE.

Ground mount and roof mount (SES) shall be permitted by a building permit in all zoning districts where there is a principal structure. An application shall be submitted to the Community Development Administrator demonstrating compliance with §§ 157.505 through 157.508, in addition to the following requirements below:

(A) *Height.*

(1) Building or roof mounted solar energy systems shall not exceed the maximum allowed height for principal structures in any zoning district.

(2) Ground or pole-mounted solar energy systems shall not exceed 20 feet in height which oriented at maximum tilt.

(B) *Setbacks.*

(1) Ground mounted solar energy systems shall meet the accessory structure setbacks for the zoning district in which the unit is located.

(2) Ground mounted solar energy systems shall not extend beyond the side yard or rear yard setback when oriented at minimum design tilt.

(3) In addition to building setbacks, the collector surface and mounting devises for roof mounted systems shall not extend beyond the exterior perimeter of the building on which the systems is mounted or built, unless the collector or mounting system has been engineered to safely extend beyond the edge, and setback requirements are not violated. Exterior piping for solar hot water systems shall be allowed to extend beyond the perimeter of the building on a side yard exposure.

(C) *Reflection angles.* Reflection angles for solar collectors shall be oriented such that they do not project glare onto adjacent properties.

(D) *Aviation protection.* For solar units located within 500 feet of an airport or within approach zones of an airport, the applicant shall complete and provide the results of the solar glaze hazard analysis tool (SGHAT) for the airport traffic control tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federal Obligated Airports, or most recent version adopted by the FAA.

(E) *Visibility.* Solar energy systems shall be located in a manner to reasonably minimize view blockage for surrounding properties and shading of property to the north while still providing adequate solar access for collectors.

(F) *Safety.*

(1) Roof or building mounted solar energy systems, excluding building integrated systems, shall allow for adequate roof access for firefighting purposes to the south facing or flat roof upon which the panels are mounted.

(2) Roof or building mounted solar energy systems shall meet the requirements of the County Building and Property Maintenance Code.

(3) All solar energy systems shall be performed by a qualified solar installer.

(4) Any connection to the public utility grid shall be inspected by the appropriate public utility.

(5) All solar energy systems shall be maintained and kept in good working order. If it is determined by the Community Development Administrator that a solar energy system is not being maintained, kept in good working order, or is no longer being utilized to perform its intended for six consecutive months, the property owner shall be given a 30-day notice for removal of the unit and all equipment. If the solar energy system is not removed within 30 days, the Community Development Administrator shall issue a notice of violation and notice to appear before the County Hearing Officer as an ordinance violation.

(G) *Approved solar components.* Electric solar energy system components shall have a UL listing or approved equivalent and solar hot water systems shall have an SRCC rating.

(H) *Restrictions on solar energy systems limited.* Consistent with 765 ILCS 165, no homeowner's agreement, covenant, common interest community or other contracts between multiple property owners within a subdivision of unincorporated county shall prohibit or restrict homeowners from installing solar energy systems.

(Ord. LU-17-03, passed 5-31-2017; Res. LU-20-02, passed 1-29-2020) Penalty, see § 156.99

§ 156.04 BUILDING INTEGRATED SYSTEMS.

Building integrated systems shall be permitted outright in all zoning districts but shall meet the requirements of the County Building and Property Maintenance Code.

(Ord. LU-17-03, passed 5-31-2017)

§ 156.05 COMMUNITY SOLAR GARDENS.

Development of community solar gardens is permitted by special use in all zoning districts subject to the following requirements:

(A) *Rooftop gardens permitted.* Rooftop gardens are permitted in all zoning districts where buildings are permitted.

(B) *Ground mount gardens.* Ground mount community solar energy systems must be less than five acres in total size and require a special use in all districts. Ground-mount solar developments covering more than five acres shall be considered a solar farm.

(C) *Interconnection.* An interconnection agreement must be completed with the electric utility in whose service the territory the system is located.

(D) *Dimensional standards.* All solar garden related structures in newly platted and existing platted subdivisions shall comply with the principal structure setback, height and coverage limitations for the district in which the system is located.

(E) *Aviation protection.* For solar units located within 500 feet of an airport or within approach zones of an airport, the applicant shall complete and provide the results of the solar glaze hazard analysis tool (SGHAT) for the airport traffic control

tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federal Obligated Airports, or most recent version adopted by the FAA.

(F) *Other standards.*

(1) Ground mount systems shall comply with all required standards for structures in the district in which the system is located.

(2) All solar gardens shall comply with the County Building and Maintenance Code.

(3) All solar gardens shall comply with §§ 157.435 through 157.447.

(4) All solar gardens shall also comply with all other state and local requirements.

(5) All community solar gardens shall also comply with the application submittal detailed in §156.06(B).

(Ord. LU-17-03, passed 5-31-2017; Res. LU-18-17, passed 10-31-2018) Penalty, see § 156.99

§ 156.06 COMMERCIAL ENERGY FACILITY.

(A) A solar energy conversion facility equal to or greater than 500 energy facility (facility) kilowatts in total nameplate capacity and that are the primary use of the lot, designed for providing energy to off-site uses or export to the wholesale market require a special use in A-1, A-2, I-1 and I-2 zoning and shall comply with all special use requirements for a Class A special use request, as specified in the Tazewell County Zoning Code.

(1) *Special use requirements.*

(a) The facility owner shall follow the requirements for a Class A special use request, as specified in the Tazewell County Zoning Code. All other requirements found herein are not required prior to a request for special use but encouraged if available, however must be submitted and approved prior to issuance of siting permit for all commercial solar energy systems.

(b) The County Board shall have final approval of all special use requests for the purpose of siting Solar and related substations and may only be placed in A-1 and, A-2, 1-1 and 1-2 zoning districts.

(c) Prior to the public hearing, the facility owner must have entered into the Agricultural Impact Mitigation Agreement required by 55 ILCS 5/5-12020(c). The facility owner's compliance with the AIMA shall be a condition of the special use.

(2) A request for special use permit for a commercial solar energy conversion facility or modification of an approved special use permit, shall be approved if the request is in compliance with the standards and conditions imposed in Public Act 102-1123 and conditions imposed under any other state and/or federal statutes and regulations in addition to those specified herein, including consideration of the substantive due process requirements of the Illinois Constitution. sometimes referred to as the *LaSalle/Sinclair* factors, as follows:

(a) The existing uses and zoning of nearby property;

(b) The extent to which property values are diminished by the particular zoning restrictions;

(c) The extent to which the destruction of property values of plaintiff promotes the health, safety, morals or general welfare of the public;

(d) The relative gain to the public as compared to the hardship imposed upon the individual property owner;

(e) The suitability of the subject property for the zoned purposed;

(f) The length of time the property has been vacant as zoned considered in the context of the land development in the area in the vicinity of the subject property;

(g) Whether a comprehensive zoning plan for land use and development existing, and whether the ordinance is in harmony with it; and

(h) Whether the community needs the proposed use.

(B) The following information shall also be submitted as part of the building permit application:

(1) *Existing conditions.* A site plan with existing conditions showing the following:

(a) Existing property lines and property lines extending 100 feet from the exterior boundaries including the names of adjacent property owners and the current use of those properties;

(b) Existing public and private roads, showing widths of the road and any associated easements;

(c) Location and size of any abandoned wells and sewage treatment systems;

(d) Existing buildings and impervious surfaces;

(e) A contour map showing topography at two-foot intervals. A contour map of surrounding properties may also be required;

(f) Existing vegetation (list type and percent of coverage: such as, cropland/plowed fields, grassland, wooded areas and the like);

(g) Any delineated wetland boundaries;

(h) A copy of the current FEMA FIRM maps that shows the subject property including the one hundred year floor elevation and any regulated flood protection elevation, if available;

(i) Surface water drainage patterns; and

(j) The location of any subsurface drainage tiles.

(2) *Proposed conditions.* A site plan of proposed conditions showing the following:

(a) Location and spacing of the solar panels;

(b) Location of access roads;

(c) Location of underground or overhead electric lines connecting the solar farm to a building, substation or other electric load; and

(d) New electrical equipment other than at the existing building or substation that is to be the connection point for the solar farm.

(3) *Fencing and weed/grass control.*

(a) The applicant shall submit an acceptable pollinator friendly plan for property inside and outside the fenced area for the entire property. The facility owner shall work with SWCD to determine appropriate vegetation for the existing soils. The operating company or successor during the operation of the solar farm shall adhere to the pollinator friendly plan.

(b) The facility owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.

(c) The facility owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the facility to their property. Reimbursement is contingent upon written notice to the facility owner. Facility owner shall reimburse the property owner within 45 days after notice is received.

(d) The facility owner shall ensure that all vegetation growing within the perimeter of the facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the landowner.

(e) The deconstruction plans must include provisions for the removal of all weed control equipment used in the facility, including weed-control fabrics or other ground covers.

(f) A commercial solar energy facility to be sited so that the facility's perimeter is enclosed by fencing having a height of at least seven feet and no more than 25 feet.

(g) Perimeter fencing having a maximum height of eight feet shall be installed around the boundary of the solar farm. The fence shall contain appropriate warning signage that is posted such that it is clearly visible on the site.

(h) The applicant shall maintain the fence and adhere to the pollinator friendly plan. If the operating company does not adhere to the proposed plan, a fine of $500 per week will be assessed until the operating company or successor complies with the pollinator friendly plan and fencing requirements.

(4) *Manufactures specifications.* The manufacturer’s specifications and recommended installation methods for all major equipment, including solar panels, mounting systems and foundations for poles and racks.

(5) *Connection and interconnection.*

(a) A description of the method of connecting the solar array to a building or substation.

(b) Utility interconnection details and a copy of written notification to the utility company requesting the proposed interconnection.

(6) *Setbacks.*

(a) Occupied community buildings -150 feet from the nearest point on the outside wall of the structure.

(b) Nonparticipating dwellings - 150 feet from the nearest point on the outside wall of the structure.

(c) Public road rights-of-way - 50 feet from the nearest edge.

(d) Boundary lines of nonparticipating property - 50 feet to the nearest point on the property line of the nonparticipating property.

(e) The requirements set forth in this division may be waived subject to the written consent of the owner of each affected nonparticipating property.

(7) *Height.* A commercial solar energy facility to be sited so that no component of a solar panel has a height of more than 20 feet above ground when the solar energy facility's arrays are at full tilt.

(8) *Aviation protection.* For solar energy systems located within 500 feet of an airport or within approach zones of an airport, the applicant shall complete and provide the results of the solar glaze hazard analysis tool (SGHAT) for the airport traffic control tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federal Obligated Airports, or most recent version adopted by the FAA.

(9) *Fire protection.* The facility owner shall coordinate with the local fire districts by:

(a) Submitting to the local fire department(s) a copy of the project site plan;

(b) Working cooperatively with the fire district(s) having jurisdiction to develop the fire emergency response plan. The facility owner shall cover the expense of any additional training agreed upon to be necessary by the facility owner and fire district. The facility owner shall, upon approval and prior to building permit issuance, submit the Emergency Response Plan and the contact information of the representative of the fire district(s) who has approved the plan. Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.

(10) *Endangered species and wetlands.* Solar farm developers shall provide the results and recommendation from the consultation with the Illinois Department of Natural Resources (IDNR) through the Department’s online EcoCat Program. Areas reviewed through this process will be endangered species and wetlands. The cost of the EcoCat consultation shall be borne by the developer.

(11) *Road use agreements.* All routes on either a county or township road that will be used for the construction and maintenance purposes shall be identified on the site plan. All routes for either egress or ingress need to be shown. The routing shall be approved subject to the approval of the County Highway Engineer in coordination with the Township Road Commissioners. The solar farm developer shall complete and provide a preconstruction baseline survey to determine existing road conditions for assessing potential future damage due to development related traffic. The development shall provide a road repair plan to ameliorate any and all damage, installation or replacement of roads that might be required by the developer. The developer shall provide a letter of credit or surety bond in an amount and form approved by the highway/road officials when warranted.

(12) The facility owner shall provide results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with the "U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines."

(13) The facility owner shall demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission or consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission.

(14) The facility owner shall provide evidence of consultation with the Illinois State Historic Preservation Office to assess potential impacts on state-registered historic sites under the Illinois State Agency Historic Resources Preservation Act.

(15) *Noise levels.* Noise levels shall be regulated by the Illinois Pollution Control Board rules and regulations and the applicant shall certify that applicant's facility is in compliance with the same.

(16) *Waste.* All solid wastes, whether generated from supplies, equipment parts, packaging, operation or maintenance of the WECS, including old parts and equipment, shall be removed from the site immediately and disposed of in an appropriate manner. All hazardous waste generated by the operation and maintenance of the WECS including, but not limited to, lubricating materials, shall be removed from the site immediately and disposed of in a manner consistent with all local, state, and federal rules and regulations.

(17) *Drainage tile.* Notwithstanding any other provision of law, a facility owner with siting approval from a county to construct a commercial wind energy facility is authorized to cross or impact a drainage system, including, but not limited to, drainage tiles, open drainage districts, culverts, and water gathering vaults, owned or under the control of a drainage district under the Illinois Drainage Code without obtaining prior agreement or approval from the drainage district, except that the facility owner shall repair or pay for the repair of any damage to the drainage system, in a manner that assures the tile line's proper operation at the point of repair, caused by the construction or deconstruction of the commercial wind energy facility within a reasonable time after construction of the commercial wind energy facility. The following shall apply to the tile line repair:

(a) The facility owner or their designee(s) will work with the landowner to identify the tile lines traversing the property included within the underlying agreement which will be crossed or disturbed by the construction of the facility. All tile lines identified in this manner will be shown on the construction and deconstruction plans and staked or flagged in the locations where expected crossing or disturbance is anticipated prior to construction or deconstruction to alert construction and deconstruction crews to the possible need for tile line repairs.

(b) Tile lines that are damaged, cut, or removed shall be staked or flagged placed in such a manner they will remain visible until the permanent repairs are completed. In addition, the location of damaged drain tile lines will be recorded using global positioning systems (GPS) technology.

(c) Temporary repair shall be made by the facility owner, their designee or the property owner until such time any of the aforementioned parties can make permanent repairs. If the tile lines are dry and water is not flowing, temporary repairs

are not required if the permanent repairs can be made by any of those parties previously mentioned within 14 days (weather and soil conditions permitting) of the time damage occurred: however, the exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials or animals into the tile lines.

(d) Where tile lines are severed by an excavation trench, repairs shall be made using the IDOA Drain Tile Repairs or as to agree to with the landowner.

(e) If there is any dispute between the landowner and the facility owner on the method of permanent tile line repair, the appropriate Soil and Water Conservation District's opinion shall be considered by the facility owner and the landowner.

(f) To the extent practicable, there will be a minimum of one foot of separation between the tile line and the underground cable whether the underground cable passes over or under the tile line. If the tile line was damaged as part of the excavation for installation of the underground cable, the underground cable will be installed with a minimum one foot clearance under or over the tile line to be repaired or otherwise to the extent practicable.

(g) The original tile line alignment and gradient shall be maintained. A laser transit shall be used to ensure the proper gradient is maintained. A laser operated tiling machine shall be used to install or replace tiling segments of 100 linear feet or more unless otherwise agreed to with the landowner.

(h) During construction stage, all permanent tile line repairs must be made within 14 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the facility owner and the landowner.

(i) Following construction maintenance and/or decommissioning activities, the facility owner will utilize best practices to restore the drainage in the area to the condition it was before the commencement of the construction/decommissioning activities or those methods agreed to between the landowner and the facility owner. If the landowner and the facility owner cannot agree upon a reasonable method to complete this restoration. The facility owner may - but is not required to - implement the recommendations of the appropriate county SWCD and such implementation would resolve the dispute.

(j) Following completion of the work, the facility owner will be responsible for correcting or paying for the correction of all tile line repairs that fail due to construction maintenance and/or decommissioning, provided any such failure was identified by the landowner within 24 months after construction or decommissioning. The facility owner will not be responsible for tile line repairs that the facility owner pays the landowner to perform. The facility owner will not be responsible for tile line repairs that the facility owner pays the landowner to perform.

(18) *Decommissioning plans and financial assurance of commercial solar energy facilities.*

(a) Decommissioning of a facility shall include the removal/disposition of all solar related equipment/facilities. including the following utilized for operation of the facility and located on landowner property:

1. Solar panels, cells and modules;

2. Solar panel mounts and racking, including any helical piles, ground screws. ballasts. or other anchoring systems;

3. Solar panel foundations, if used (to depth of five feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, underground cables at a depth of five feet or greater may be left in place;

5. Overhead collection system components;

6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the landowner;

7. Access road(s) unless landowner requests in writing that the access road is to remain;

8. Operation/maintenance yard/staging area unless otherwise agreed to by the landowner; and

9. Debris and litter generated by deconstruction and deconstruction crews.

(b) The facility owner shall, at its expense, completely decommission of a facility within 12 months after the end of the useful life of the facility.

(c) 1. Prior to issuance of the county building permit, the facility owner shall have the approval of the decommissioning plan and required financial assurance.

2. Financial assurance to cover the estimated costs of decommissioning of the commercial solar energy facility shall be at 100% of the cost estimate submitted and approved by the county. Financial assurance shall be made in the form of a surety or like bond and revaluated every four years for economic relevance. Said revaluation must be performed by an independent third party professional engineer licensed in the State of Illinois and provided for review by the county. Should the county find reason to disagree with the revaluation, the county shall retain the services of an additional State of Illinois Licensed Professional Engineer, at the cost of the facility owner. Based on any revaluation, the county may require changes in the level of financial assurance used to calculate the phased coverages. After all available decommissioning funds have been utilized the property owner of record is responsible for any remaining cost to complete the decommissioning plan.

3. The financial assurance shall not release the surety from liability until the financial assurance is replaced. The

salvage value of the facility may only be used to reduce the estimated costs of decommissioning in the plan if the county agrees that all interests in the salvage value are subordinate or have been subordinated to that of the county if abandonment occurs.

4. The county shall require the revaluation of the estimated costs of decommissioning of any commercial solar energy facility following the fourth year of operation and every four years following. for the operational life of the facility.

5. Upon abandonment, a period of 12 months following the facility's end of life usefulness, the county may take all appropriate actions for decommissioning, including, drawing upon the financial assurance.

(Ord. LU-17-03, passed 5-31-2017; Res. LU-18-05, passed 4-25-2018; Res. LU-18-21, passed 11-14-2018; Res. LU-23-10, passed 5-31-2023) Penalty, see § 156.99

§ 156.07 COMPLIANCE WITH BUILDING CODE.

All solar energy systems shall comply with the County Building and Maintenance Code, as well as all federal and state requirements.

(Ord. LU-17-03, passed 5-31-2017)

§ 156.08 LIABILITY INSURANCE.

The owner operator of the solar farm shall maintain a current general liability policy covering bodily injury and property damage and name the county as an additional insured with limits of at least $2,000,000 per occurrence and $5,000,000 in the aggregate with a deductible of no more than $5,000.

(Ord. LU-17-03, passed 5-31-2017)

§ 156.09 ADMINISTRATION AND ENFORCEMENT.

The Community Development Administrator shall enforce the provisions of this section through an inspection of the solar farm every year. The Community Development Administrator is hereby granted the power and authority to enter upon the premises of the solar farm at any time by coordinating a reasonable time with the operator/owner of the facility.

(Ord. LU-17-03, passed 5-31-2017)

§ 156.10 FEES CHARGED FOR BUILDING PERMITS.

The fees for processing the applications for building permits shall be collected by the Community Development Administrator who shall be accountable to the county for such fees as follows:

0 - 10 kilowatts (kW)	$200
11 - 50 kilowatts (kW)	$350
51 - 100 kilowatts (kW)	$500
101 - 500 kilowatts (kW)	$1,000
501 - 1,000 kilowatts (kW)	$3,000
1,001 - 2,000 kilowatts (kW)	$5,000
Over 2,000 kilowatts (kW)	$5,000 + $100 per 100kW or a fraction thereof

(Ord. LU-17-03, passed 5-31-2017; Res. LU-18-13, passed 8-29-2018; Res. LU-22-06, passed 7-27-2022; Res. LU-23-10, passed 5-31-2023)

§ 156.99 PENALTY.

(A) All complaints should be made directly to the operation facility manager or their designee. Contact information for the facility should be publicly accessible via a facility website and at the point of access to each site.

(B) The cost of investigation into any non-compliance of the approved special use or the permitted equipment throughout the life of the project shall be on the burden of the facility owner and all costs of said investigation shall be incurred by the facility owner.

(C) Any person, firm or cooperation who violates, disobeys, omits, neglects, refuses to comply with, or resists enforcement of any of the provisions of this chapter may face fines of not less than $25 nor more than $500 for each offense or revocation of the special use as approved.

(Ord. LU-17-03, passed 5-31-2017; Res. LU-23-10, passed 5-31-2023)

ATTACHMENT 4: STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT (AIMA)

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Morton Solar, LLC

and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
in
Tazewell **County, Illinois**

Pursuant to the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147), the following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Deconstruction of a Commercial Solar Energy Facility. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA).

Morton Solar, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 2MWac Commercial Solar Energy Facility in Tazewell County [GPS Coordinates: 40.62287, -89.433711 which will consist of up to 18+/- acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The mitigative actions specified in this AIMA shall be subject to the following conditions:

A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.

B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.

C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.

E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.

F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.

G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.

H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.

I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.

J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.

K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.

L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.

M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment	When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.

Aboveground Cable	Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
Agricultural Impact Mitigation Agreement (AIMA)	The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein.
Agricultural Land	Land used for Cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government conservation programs used for purposes as set forth above.
Best Efforts	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date	The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.
Commercial Solar Energy Facility (Facility)	A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.
Commercial Solar Energy Facility Owner deemed (Facility Owner)	A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act.
County	The County or Counties where the Commercial Solar Energy Facility is located.
Construction	The installation, preparation for installation and/or repair of a Facility.
Cropland	Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland.

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	A plan prepared by a Professional Engineer, at the Facility's expense, that includes: (1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: i. the number of solar panels, racking, and related facilities involved; ii. the original Construction costs of the Facility; iii. the size and capacity, in megawatts of the Facility; iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs); v. the Construction method and techniques for the Facility and for other similar facilities; and (2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

Underground Cable	Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid.
USDA Natural Resources Conservation Service (NRCS)	An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation.

Construction and Deconstruction Standards and Policies

1. Support Structures

A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.

B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.

C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

3. Guy Wires and Anchors

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

4. Underground Cabling Depth

A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:

1. a minimum of 5 feet of top cover where they cross Cropland.
2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.

B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:

1. Within the fenced perimeter of the Facility; or

2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.

C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.

B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.

C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.

D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.

E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.

F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.

G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.

C. **Maintaining Surrounding Area Subsurface Drainage**

If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.

D. **Re-establishing Subsurface Drainage Within Facility Footprint**

Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.

G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.

B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.

C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.

B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.

C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.

D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

10. Prevention of Soil Erosion

A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.

B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.

C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

12. Compensation for Damages to Private Property

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

13. Clearing of Trees and Brush

A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.

B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.

C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.

B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.

C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.

D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities

A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:

1. Solar panels, cells and modules;
2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
5. Overhead collection system components;
6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
9. Debris and litter generated by Deconstruction and Deconstruction crews.

B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.

C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.

D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.

F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and Morton Solar, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Tazewell County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

By: Jerry Costello II, Director

By Tess Feagans, General Counsel

801 E. Sangamon Avenue, 62702
State Fairgrounds, POB 19281 Springfield,
IL 62794-9281

August 24, 2023

Morton Solar, LLC

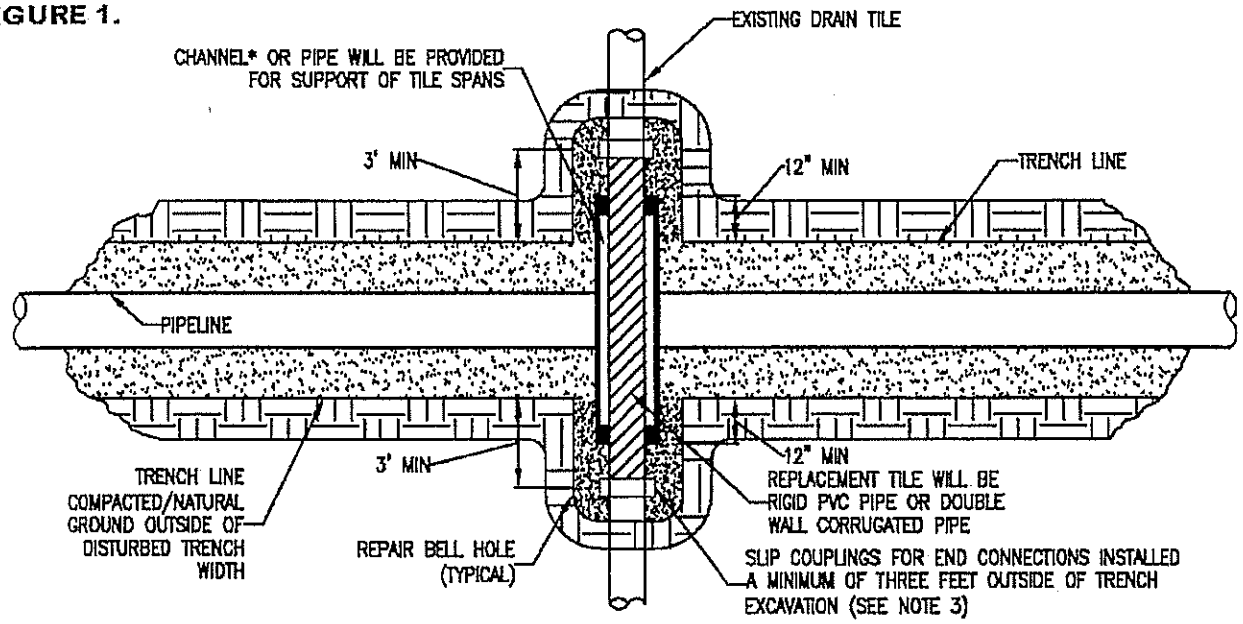
By Jonathan K. Carson

P.O. Box 310
Highland Park, IL 60035

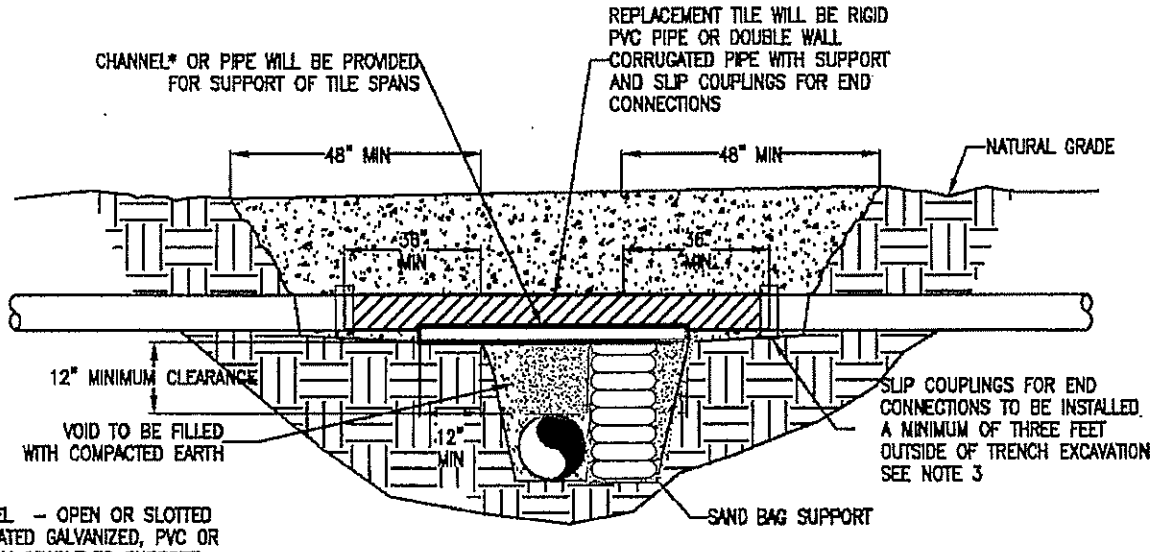
Address

August 3, 2023

FIGURE 1.



PLAN
N.T.S.



*CHANNEL – OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

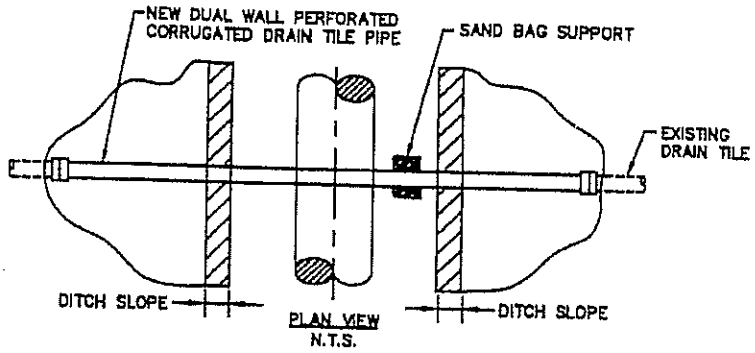
CROSS SECTION
N.T.S.

NOTE:

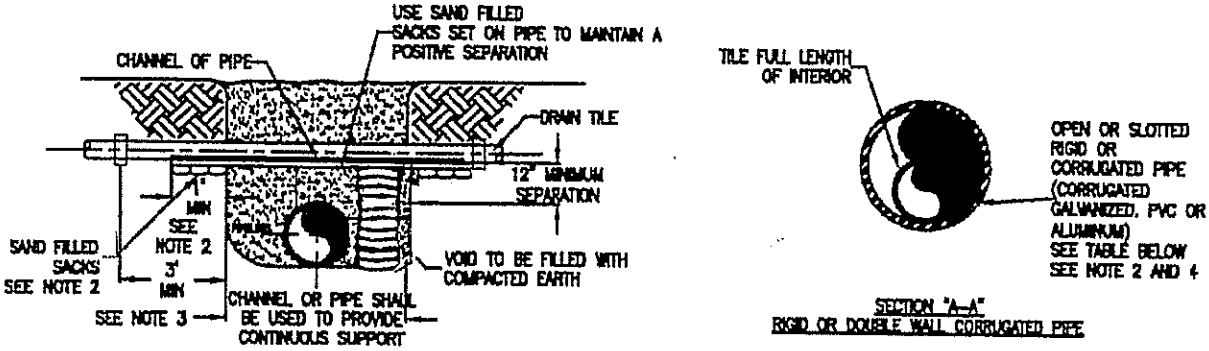
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



PLAN VIEW



END VIEWS

MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #/ft	4"	STD. WT.
4"-5"	5" @ 6.7 #/ft	6"	STD. WT.
6"-9"	7" @ 9.8 #/ft	9"-10"	STD. WT.
10"	10" @ 15.3 #/ft	12"	STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.

2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).

3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.

4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.

5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.

6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.

7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

PAGE 2 of 2

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Consulting Agreement with Wyman Group for health insurance consulting; and

WHEREAS, the agreement with Wyman Group is to provide consulting services related to the health insurance plan; and

WHEREAS, the cost will be $29,500 for the one-year period commencing on October 1, 2024.

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

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

PASSED THIS 28TH DAY OF AUGUST, 2024.

ATTEST:

_____ _____

County Clerk County Board Chairman

CONSULTING AGREEMENT

I. The Parties. This Consulting Agreement is made effective as of October 1, 2024 by and between:

Consultant: C.L. Wyman & Associates dba the Wyman Group with a street address of 114 W. Stratford Drive, Suite E, Peoria, Illinois 61614,

AND

Client: County of Tazewell, Illinois with a street address of 11 South 4th Street, Suite 432, Pekin, Illinois 61554.

II. Services. The Consultant agrees to provide the following Services:

Renewal services (including, but not limited to underwriting analysis, carrier negotiation, carrier evaluation, RFP creation and analyzation, plan design modeling, bidding services, and all ancillary line coverages creation and renewal), *Strategic Services* (including, but not limited to employee questionnaires, strategic planning, benchmarking, new employee administration, cost-containment strategies), *Enrollment* (including, but not limited to enrollment meetings, collection and review of enrollment materials, development of technological enrollment services, communication with carrier), *Employee Communication* (including, but not limited to employee newsletters and timely information, benefits education campaigns, employee benefit statements, implementation and design of employee-use technology), *Compliance* (including but not limited to health care reform, ACA, COBRA, HIPAA, FMLA, IRS Section 125, Medicare part D, and any other applicable state or federal laws, and Summary Plan Description Audits).

The Consultant shall also perform any additional request asked by the Client associated and in the execution of its employee benefits program.

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the Client's time is limited and valuable, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

III. Disclosure and Record Keeping.

Client has the sole right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program. The Consultant may not enter to any contract without the express approval of the client.

Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

IV. Confidentiality.

Consultant agrees to keep any information provided by Client or obtained in the course of work confidential, and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Consultant involve the use of protected health information, Client and Consultant agree to enter into an appropriate business associate agreement.

V. Independent Contractor.

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral or electronically transmitted (i.e., sent via facsimile or email) instructions from Client as to policy and procedure.

VI. Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

VII. Disputes.

If any dispute arises under this Agreement, the Consultant and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator, or the American Arbitration Association (AAA). The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they

shall submit the dispute to litigation. The jurisdiction for any dispute shall be administered in Tazewell County, State of Illinois.

VIII. Return of Records.

Upon termination of this Agreement, the Consultant shall deliver all records, notes, and data of any nature that are in the Consultant's possession or under the Consultant's control and that are of the Client's property or relate to Client's business.

IX. Waiver of Contractual Right.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

X. Independent Contractor Status.

The Consultant, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Consultant's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Consultant agrees and represents:

a. Consultant has the right to perform Services for others during the term of this Agreement;

b. Consultant has the right to hire assistant(s) as subcontractors or to use the Consultant's employees to provide the Services under this Agreement.

c. Neither Consultant nor the Consultant's employees or personnel shall be required to wear any uniforms provided by the Client;

d. The Services required by this Agreement shall be performed by the Consultant, Consultant's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Consultant.

XI. State and Federal Licenses.

The Consultant represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

XII. Payment of Taxes.

Under this Agreement, the Client shall not be responsible for:

a. Withholding FICA, Medicare, Social Security, or any other Federal or State withholding taxes from the Consultant's payments or make payments on behalf of the Healthcare Consultant;

b. Making Federal and/or State unemployment compensation contributions on the Consultant's behalf.

XIII. Compensation.

In consideration of the Services provided, the Consultant is to be paid in the following manner:

$29,500 for the contract year, payable quarterly on the dates of October 1, January 1, April 1 and July 1 of each year.

XIV. Term of Contract.

The Services shall commence on October 1, 2024 and end on September 30, 2025.

XV. Termination and Severability.

This Agreement may be terminated by either party only as follows:

a. Effective upon thirty (30) days' advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;

b. Effective upon ninety (90) days advance written notice to the other party given with or without reason; or

c. By mutual written agreement of the parties.

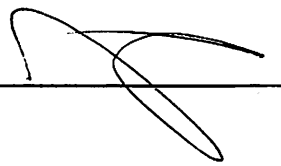
This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XVI. Entire Agreement.

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Healthcare Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

CONSULTING AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written hereunder.

Consultant's Signature 

Date 8/7/2024

Print Name Matthew Wynn

Title: COO

Client's Signature _____

Date _____

Print Name _____

Title: _____

E-24-101

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Agreement; and

WHEREAS, the attached Intergovernmental Agreement Number OP-25-39-IL will be for the State of Illinois FY25, July 01, 2024 thru June 30, 2025.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Executive Director of We Care, Inc., the Finance Office, EMA Director, and the Auditor of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

Illinois Department of Transportation

Bucksheet

Reset Form

☐ Under $250,000 ☒ Over $250,000

Priority: Normal

Office	District / CO	Bureau
Intermodal Project Implementation		Transit

File Subject	Amount Range
Agreement, Signature	Over $250,000

Secretary Explanation

Subject: DOAP Transit Program

Project in Relation to: Downstate Operating Assistance Program

Description of Action: Executive Signatures for Execution

DBE Goal: None

☐ IL Works ☐ Capitol/Stimulus ☐ Notary Required

☒ FY Deadline Fiscal Year Date: 06/30/2025

Consultant Name/Contractor: County of Tazewell

Letting Date:

County	District	Job Number	PTB-Item
		n/a	n/a

Amount of Agreement: 1317700.00

Route: n/a

Section	Phase	Contract Number	Agreement Number
n/a	n/a	n/a	OP-25-39-IL

State Dollars	Federal Dollars	Local Dollars	Total Dollars
1317700.00	0.00	0.00	1317700.00

Source of State Fund:

% Reimburse from Feds: 0 %

Remarks:

The FY25 DOAP template was approved for FY25 by Mike Prater on 4/17/2024.

Please see Carissa Calloway for questions.

Completed 08/05/2024

OS 500 (Rev. 12/07/21)

Agreement No. OP-25-39-IL

Illinois Department of Transportation

Intergovernmental Agreement

County of Tazewell
PARTICIPANT Name

11 S. 4th Street, 4th Floor	Pekin	Illinois	61554
Address	City	State	Zip Code
Remittance Address (if different from above)	City	State	Zip Code

(309) 925-2271	C121C5LKZU91	37-6002171
Phone	UEI	FEIN/TIN

Brief Description of Service (full description specified in Part 4):

Provision of public transportation service for communities within Illinois

Compensation Method (full details specified in Part 4):

Cost reimbursement

Total Compensation Amount:
$1,317,700.00

Advance Pay
[X] Yes

Agreement Term

7/1/2024	6/30/2025
Start Date	Expiration Date

REQUIRED SIGNATURES

By signing below, the PARTICIPANT and the DEPARTMENT agree to comply with and abide by all provisions set forth in this Agreement and any Appendices thereto.

FOR THE **PARTICIPANT:**

DocuSigned by:
49BF72463D4A4FD...
Signature

8/5/2024 | 12:34 PM EDT
Date

David Zimmerman
Name

County Board Chairman
Title

☐ Check if under $250,000. If under $250,000 the Secretary's signature may be delegated.

FOR THE **DEPARTMENT:**

DocuSigned by:
14AFF2C29284496...
8/15/2024
Omer Osman, Secretary of Transportation Date

DocuSigned by:
14AFF2C29284496...
By Jason Osborn, Director OIPI

8/14/2024 | 7:24 AM CDT
Date

Agreement No. OP-25-39-IL

INTERGOVERNMENTAL AGREEMENT FOR

This Agreement is by and between

Please type or print legibly the PARTICIPANT'S legal name and address

County of Tazewell
Legal Name

11 S. 4th Street, 4th Floor
Address

Dawn Cook
Attention

dcook@tazewell-il.gov
Email

37-6002171
Taxpayer Identification Number

referred to as PARTICIPANT, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Specific Provisions
Part 4	Scope of Services/Responsibilities
Appendix 1	Opinion of Counsel
Appendix 2	Board Resolution
Appendix 3	Specific Conditions
Appendix 4	Budget

Part 1
SCOPE / COMPENSATION / TERM

A. **Scope of Services and Responsibilities** -The DEPARTMENT and the PARTICIPANT agree as specified in Part 4.

B. **Compensation –** Compensation (if any) shall be as specified in Part 4.

C. **Term of Agreement** - This Agreement will start 7/1/2024 and will expire on 6/30/2025

D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the PARTICIPANT and be incorporated by written amendment, signed by the parties.

E. **Renewal** This Agreement may not be renewed.

F. **SAM Registration; Nature of Entity**. Under penalties of perjury, County of Tazewell certifies that C121C5LKZU91 is Participant's correct UEI, if applicable, that 37-6002171 is Participant's correct FEIN or Social Security Number, and that Participant has an active State registration and SAM registration. Participant is doing business as a Governmental Unit.

Part 2 GENERAL PROVISIONS

A. **Changes** If any circumstances or condition in this Agreement changes, the PARTICIPANT must notify the DEPARTMENT in writing within seven (7) days.

B. **Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

C. **Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or any other funding source fails to make an appropriation sufficient to pay such obligation, or if (1) funds needed are insufficient for any reason; (2) the Governor decreases the DEPARMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. PARTICIPANT will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. **Record Retention** All costs charged to the Project, as defined in Part 4, shall be supported by properly executed and clearly identified payroll records, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The PARTICIPANT shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the DEPARTMENT (hereinafter "Auditing Parties"). The PARTICIPANT agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, PARTICIPANT shall retain the records for three years after completion of the action and resolution of all issues arising from it.

E. **Inspection and Audit** PARTICIPANT shall permit, and shall require its contractors and auditors to permit, the DEPARTMENT, and any authorized agent of the DEPARTMENT, to inspect all work, materials, payroll, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the PARTICIPANT with regard to the Project. The DEPARTMENT may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. PARTICIPANT agrees to implement any audit findings contained in the DEPARTMENT's final audit, the PARTICIPANT's independent audit, or as a result of any duly authorized inspection or review.

PARTICIPANT agrees to permit the DEPARTMENT to conduct scheduled or unscheduled inspections of PARTICIPANT's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the PARTICIPANT or any Service Board.

PARTICIPANT agrees to notify the DEPARTMENT of any pending federal triennial review as soon as it is scheduled and to permit the DEPARTMENT to attend same.

F. **Cost Category Transfer Request** DEPARTMENT approval is required for all transfers between or among appropriated and allocated cost categories. To secure approval, the PARTICIPANT must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.

G. **Procurement Procedures** The PARTICIPANT must comply with the Illinois Procurement Code when purchasing products or services with State of Illinois funds "State Funds" 30 ILCS 500. In the absence of formal procedures

of the PARTICIPANT, the procedures of the DEPARTMENT will be used. The PARTICIPANT may only procure products or services from one source with any State of Illinois funds ("State Funds") if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The PARTICIPANT shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

H. **Employment of Department Personnel** The PARTICIPANT will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

I. **Severability** The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

J. **Assignment** PARTICIPANT agrees that this Agreement shall not be assigned or transferred without the written consent of the DEPARTMENT and that any successor to PARTICIPANT's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

K. **Documents Forming This Agreement** This Agreement and the PARTICIPANT's Application for the fiscal year as approved by and on file at the DEPARTMENT constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.

L. **Non-Waiver** PARTICIPANT agrees that in no event shall any action, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default on the part of the PARTICIPANT that may then exist; and any action, including the making of such payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

M. **Dispute Resolution** In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the DEPARTMENT and the PARTICIPANT. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through the DEPARTMENT'S administrative chain of command for a decision by the DEPARTMENT and ultimately, if necessary, to the Secretary of the DEPARTMENT. The DEPARTMENT shall decide all claims, questions and disputes that are referred to it regarding the interpretation, prosecution, and fulfillment of this Agreement. The DEPARTMENT's decision upon all claims, questions and disputes shall be final and conclusive.

PART 3 SPECIFIC PROVISIONS

A. **Invoices** The PARTICIPANT will submit invoices for costs that have been incurred and are within the scope of service. If the DEPARTMENT or Auditing Parties deem the PARTICIPANT's invoices insufficient to document work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients, and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 4 are not satisfactorily completed, PARTICIPANT will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable. Any invoices/bills issued by the PARTICIPANT to the DEPARTMENT pursuant to this Agreement shall be signed by an authorized representative of the PARTICIPANT and shall be submitted through the DEPARTMENT'S grants management system as a pay request, or through summary reports of budget actuals.

B. **Billing and Payment** All invoices for services performed and costs incurred by the PARTICIPANT prior to July 1st of each State fiscal year must be presented to the DEPARTMENT no later than ***August 1st*** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the PARTICIPANT on invoices presented after said date. Failure by the PARTICIPANT to present such invoices prior to said date may require the PARTICIPANT to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARMENT will direct all payments to the PARTICIPANT's remittance address listed in this Agreement.

C. **Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the PARTICIPANT's performance or believes that there has been a substantial decrease in the PARTICIPANT's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the PARTICIPANT within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the PARTICIPANT. In either instance, the PARTICIPANT shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment procedures set forth in Part 4 of this Agreement.

D. **Location of Service** The Service to be performed by the PARTICIPANT shall be performed as described in the PARTICIPANT's Application.

E. **Ownership of Documents/Title to Work** All documents, data and records produced by the PARTICIPANT in carrying out the PARTICIPANT's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the PARTICIPANT. All documents, data and records used in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the PARTICIPANT.

F. **Software** All software and related computer programs produced and developed by the PARTICIPANT (or authorized contractor or subcontractor thereof) in carrying out the PARTICIPANT's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the PARTICIPANT. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the PARTICIPANT.

G. **Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the PARTICIPANT pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the PARTICIPANT from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. **Reporting/Consultation** The PARTICIPANT shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

J. **Indemnification** Unless prohibited by State law, the PARTICIPANT agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on an alleged injury or damage of any type arising from the actions or inactions of the PARTICIPANT and/or the PARTICIPANT's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

PARTICIPANT shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that an action of PARTICIPANT infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

K. **Equal Employment Practice**

1. The PARTICIPANT must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The PARTICIPANT must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

   In the event that the PARTICIPANT, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the PARTICIPANT, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

   a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;

   b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

   c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;

   d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the PARTICIPANT'S, its contractor's and/or consultant's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the PARTICIPANT'S, its contractor's and/or consultant's in its efforts to comply with such Act and Rules and Regulations, the PARTICIPANT'S, its contractor's and/or consultant's will promptly notify IDHR and the DEPARTMENT and will recruit employees from other sources when necessary to fulfill its

obligations thereunder;

e. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the DEPARTMENT, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

f. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the DEPARTMENT and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;

g. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the PARTICIPANT, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify IDHR and the DEPARTMENT in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the PARTICIPANT will not use any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;

2. The PARTICIPANT must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the PARTICIPANT's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request.

L. **Discrimination** The PARTICIPANT understands it is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

M. **Tax Identification Number** PARTICIPANT certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), and

2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the PARTICIPANT that it is no longer subject to backup withholding, and

3. It is a U.S. entity, specifically a governmental entity within the State of Illinois, as described above.

N. **International Boycott** The PARTICIPANT certifies that neither PARTICIPANT nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

O. **Forced Labor** The PARTICIPANT certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

P. **Ethics**

1. Code of Conduct:

a. Personal Conflict of Interest – The PARTICIPANT shall maintain a written code or standard of conduct that shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the PARTICIPANT may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

i. the employee, officer, board member, or agent;

ii. any member of his or her immediate family;

iii. his or her partner; or

iv. an organization that employs, or is about to employ, any of the above.

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

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

b. Organizational Conflict of Interest – The PARTICIPANT will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or PARTICIPANT or impair the objectivity in performing the contract work.

2. Bonus or Commission - The PARTICIPANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or that contributes to the State Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.

3. Bribery - Non-governmental recipients and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the PARTICIPANT made an admission of guilt of such conduct that is a matter of record, nor has an official, agent or employee of the PARTICIPANT or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the PARTICIPANT. Such PARTICIPANT or third-party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.

Q. **DRUG FREE WORKPLACE** PARTICIPANT agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) which mandates no participant or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "participant" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the Agreement, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.

PARTICIPANT certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement:

   a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the PARTICIPANT's workplace.
   b. Specifying the actions that will be taken against employees for violations of such prohibition.

c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
   i. abide by the terms of the statement; and
   ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:
   a. the dangers of drug abuse in the workplace;
   b. the PARTICIPANT's policy of maintaining a drug free workplace;
   c. any available drug counseling, rehabilitation, and employee assistance programs; and
   d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the Program and to post the statement in a prominent place in the workplace.

4. Notifying the DEPARTMENT within ten (10) days after receiving notice under part (Q) of paragraph (1) of subsection (ii) above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

R. Equipment The DEPARTMENT and the PARTICIPANT agree to the following:

1. The PARTICIPANT acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;

2. The PARTICIPANT must use the equipment for the authorized purpose under Part 4 (Scope of Service/ Responsibilities) during the period of performance or the equipment's entire useful life;

3. The PARTICIPANT must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;

4. In cases where the PARTICIPANT fails to dispose of any equipment properly, as determined by the DEPARTMENT, the PARTICIPANT may be required to reimburse the DEPARTMENT for the cost of the equipment; and

5. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least $100, and used solely in PARTICIPANT's performance under this Agreement.

S. PARTICIPANT'S Warranties PARTICIPANT warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. PARTICIPANT agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. PARTICIPANT warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation that prohibits, voids, or otherwise renders unenforceable against PARTICIPANT any provision or clause of this Agreement. PARTICIPANT warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those that may be contested in good faith. PARTICIPANT agrees that upon execution of this Agreement, PARTICIPANT will deliver to the DEPARTMENT:

1. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the PARTICIPANT in the matter of this Agreement, stating:
   a. the PARTICIPANT is lawfully organized;
   b. the PARTICIPANT is an eligible "participant" as defined in the Downstate Public Transportation Act (30 ILCS 740) (the "Act");
   c. the PARTICIPANT is legally authorized to enter into this Agreement; and
   d. this Agreement will be legally binding on the PARTICIPANT.

2. a certified copy of a resolution or ordinance adopted by the PARTICIPANT's governing body that

authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions.

T. **Independence of PARTICIPANT** In no event shall PARTICIPANT or any of its contractors be considered agents or employees of the DEPARTMENT or the State. The PARTICIPANT agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the DEPARTMENT or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

PART 4
SCOPE OF SERVICE/RESPONSIBILITIES

A. **Project Scope** PARTICIPANT agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE" or "Project") approved by the DEPARTMENT, and in accordance with the Act, the rules governing the Downstate Operating Assistance Program (92 IL Admin. Code 653) (the "Rules"), and all other applicable laws and regulations. PARTICIPANT shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the DEPARTMENT.

B. **Project Budget** Under the Act, the DEPARTMENT enters into this Agreement to implement PARTICIPANT's approved program of expenditures and services, within the following condition:

The PARTICIPANT shall be paid under this Agreement sixty-five percent (65%) of PARTICIPANT's eligible operating expenses incurred during fiscal year 2025, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2025, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the PARTICIPANT from any other state or local agency for fiscal year 2025 does not exceed PARTICIPANT's actual operating deficit for that year.

The DEPARTMENT has approved and agrees to enter into this Agreement in the estimated amount of $1,317,700.00 , subject to the limitations set forth above, the Act and the Rules.

In the event that a PARTICIPANT receives an amount in excess of the amount provided to be paid to the PARTICIPANT above, or the combined state and local operating assistance funds for fiscal year 2025 exceed PARTICIPANTs actual operating deficit for that year, PARTICIPANT agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

PARTICIPANT agrees to commit the necessary local funding to cover costs incurred in providing public transportation that are not reimbursed under this Agreement or by other federal, state or local assistance programs.

C. **Payment Procedures** The DEPARTMENT shall process up to a total of 24 payments, comprising of a combination of advance, reimbursement or reconciling payments, to PARTICIPANT upon the timely receipt of quarterly expense and revenue submitted on the DEPARTMENT's prescribed forms. Payments will be processed upon the DEPARTMENT determining if and to what extent the request is for eligible operating expenses incurred in conformity with PARTICIPANT's approved application and the Act.

PARTICIPANTs shall have the flexibility to request:

1. Monthly advances based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the DEPARTMENT; or
2. A reimbursement for actual monthly expense and revenue incurred; or
3. A combination of both.

Advance payments may not be processed by the DEPARTMENT, or dated by the PARTICIPANT, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and this Agreement is fully executed by both the DEPARTMENT and the PARTICIPANT and successfully filed with the Office of the Comptroller. PARTICIPANT shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters no later than November 1, February 1, May 1, and August 1, respectively.

The PARTICIPANT shall adjust payment requests to reflect all previous monthly actual expense and revenue not reflected in previous payment requests.

PARTICIPANT agrees that payment shall not constitute a final determination by the DEPARTMENT of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The DEPARTMENT reserves the right to offset any payment to satisfy any monetary claims that the DEPARTMENT may have outstanding against PARTICIPANT.

D. **Eligible Operating Expenses** Eligible operating expenses include, but are not limited to the following:

1. employee wages and benefits;
2. materials fuels and supplies;
3. rental of facilities;
4. taxes other than income taxes;
5. payment for debt service (including principal and interest) on equipment or facilities owned by PARTICIPANT, to the degree that the PARTICIPANT's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the PARTICIPANT complies with the DEPARTMENT's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
6. non-rolling stock-equipment purchases that are less than $10,000;
7. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the DEPARTMENT under its capital grant program) associated with capital projects that are not reimbursed elsewhere;
8. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
9. reasonable expenses and compensation for PARTICIPANT's board members or trustees as provided under the Local Mass Transit District Act (70 ILCS 3610/4);
10. established reserves for self-insurance programs;
11. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
12. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
13. any other expenditure that an independent auditor retained by the PARTICIPANT's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

E. **Ineligible operating expenses** Ineligible operating expenses include, but are not limited to, the following:

1. depreciation, whether funded or unfunded;
2. amortization of any intangible assets;
3. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
4. profit or return on investments;
5. excessive payments to associated entities;
6. expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;
7. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)
8. travel and entertainment expenses incurred in attending non-public transportation-related activities;
9. charter, school bus and sightseeing expenses as defined by the FTA;
10. fines and penalties;
11. charitable donations;
12. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;

13. income taxes;
14. that portion of any eligible operating expense for which the PARTICIPANT has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
15. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
16. expenses for freight haulage provided by PARTICIPANT;
17. any expense that is reimbursed from insurance proceeds;
18. maintenance or operation of vehicles that are not used by a PARTICIPANT or its contractors for public transportation or to support public transportation operations; and
19. any other expense determined by the DEPARTMENT to be inconsistent with federal regulations or requirements.

F. **PARTICIPANT'S Independent Audit** PARTICIPANT shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of § 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in § 653.410 of the Rules; PARTICIPANT and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the DEPARTMENT. PARTICIPANT's audit must include a schedule of operating revenues and expenses for the PARTICIPANT'S contract period on forms prescribed by the DEPARTMENT. PARTICIPANT's independent audit shall be submitted to the DEPARTMENT as required by the Act.

G. **Project Closeout** Upon the DEPARTMENT's receipt of the PARTICIPANT's independent audit report of the Project, the DEPARTMENT shall perform a review of the PARTICIPANT's independent audit to determine whether to approve the independent audit. Once the PARTICIPANT's independent audit has been approved by the DEPARTMENT, the DEPARTMENT shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the PARTICIPANT under this Agreement. If the DEPARTMENT has made payment to the PARTICIPANT in excess of the final total amount determined by the DEPARTMENT-approved independent audit to be due the PARTICIPANT, the PARTICIPANT shall promptly remit such excess to the DEPARTMENT. At the discretion of the DEPARTMENT, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the DEPARTMENT notifies the PARTICIPANT that the Project is closed-out and forwards the final award payment, as determined by the DEPARTMENT-approved independent audit to the PARTICIPANT, or when an appropriate refund of Agreement funds, as determined by the DEPARTMENT-approved independent audit, has been received from the PARTICIPANT and acknowledged by the DEPARTMENT. Close-out shall be subject to any continuing obligations imposed on the PARTICIPANT by this Agreement or contained in the final notification or acknowledgment from the DEPARTMENT.

Payment issues, audit issues or any other matters pertaining to the Agreement may not be subsequently raised and are forever settled upon Project closeout.

H. **School Bus Operations** Pursuant to 20 ILCS 2705/2705-605(f), PARTICIPANT agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the PARTICIPANT does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the PARTICIPANT must operate a school system in the area to be served and operate a separate and exclusive school bus program for the school system.

The PARTICIPANT shall immediately notify the DEPARTMENT in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois.

I. **Ethanol Gasoline** Pursuant to the Act (30 ILCS 740/2-15.1), PARTICIPANT hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

J. **Restrictions on Lobbying** The PARTICIPANT affirms and attests that no compensation has been or will be paid

from State Funds to a person or entity registered, or required to be registered, under the Illinois Lobby Registration Act (25 ILCS 170) for the purpose of influencing or attempting to influence an officer or employee of any state agency, or a member or employee of the Illinois General Assembly, in connection with the awarding of any state contract, grant, or loan, and the extension, continuation, renewal, amendment, or modification of the same.

The PARTICIPANT certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Agreement and understands that evidence of a violation of this clause may at any time be referred to the appropriate law enforcement agency, State's Attorney, or Attorney General and result in prosecution in the county where the offense is committed or in Sangamon County by the State's Attorney or the Attorney General of Illinois.

The PARTICIPANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

K. **Notice Of Current Or Prospective Legal Matters** PARTICIPANT must promptly notify the Department if a current or prospective legal matter emerges that may affect the Department. The PARTICIPANT must include similar notification requirement in its third party agreements and must require each third party participant to include an equivalent provision in its sub agreements at every tier of non-procurement awards of any amount and all lower tiers of procurement transactions.

APPENDIX 1

OPINION OF COUNSEL

I, Kevin Johnson the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for County of Tazewell ("PARTICIPANT"). In this capacity, my opinion has been requested concerning the eligibility of the PARTICIPANT for assistance under the provisions of Downstate Operating Assistance Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Agreement, Agreement No. OP-25-39-IL, Grant No. OP-25-39-IL, ("Agreement") tendered by the State of Illinois ("State") to the PARTICIPANT. I hereby advise as follows:

1. The recipient is an eligible Participant as defined in the Act.

2. There are no provisions in the PARTICIPANT'S charter or by-laws or in the laws or rules of the State of Illinois, the United States of America, or any unit of local of government that preclude or prohibit the PARTICIPANT from entering into the Agreement.

3. The PARTICIPANT is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the PARTICIPANT and its successors and assigns.

4. I have no knowledge of any pending or threatened litigation, in either federal or state courts that would adversely affect this Agreement or prevent the PARTICIPANT from contracting with the State for the purpose of receiving a Downstate Operating Assistance Agreement.

Based upon the foregoing, I am of the opinion that the PARTICIPANT is eligible under the provisions of the Act and is empowered and authorized accept the agreement from the State.

Signature: Signed by: A903F3BBB123443...

(Attorney's Name) Kevin Johnson

Attorney for: County of Tazewell

Date: 8/5/2024 | 10:49 PM CDT

Agreement No. OP-25-39-IL

APPPENDIX 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE AGREEMENT

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) (Act), authorizes the State of Illinois, acting by and through the Illinois Department of Transportation ("DEPARTMENT"), to make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, awards for said funds will impose certain obligations upon the PARTICIPANT, including provisions by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF County of Tazewell :

Section 1. That the J. David Zimmerman of the County of Tazewell enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2025 in order to obtain assistance under the provisions of the Act.

Section 2. That the J. David Zimmerman is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the County of Tazewell for such assistance for fiscal year 2025.

Section 3. That the J. David Zimmerman of the County of Tazewell is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the funding for fiscal year 2025.

Section 4. That while participating in said operating assistance program the County of Tazewell shall provide all required local matching funds.

PRESENTED and ADOPTED this 5 day of August , 20 24

DocuSigned by:

A9BF7249D4A4FD...

(Signature of Authorized Official) (Attest)

J. David Zimmerman 8/5/2024 | 12:34 PM EDT

(Title) (Date)

APPENDIX 3

FY25 - 5PECIFIC CONDITION5

These specific conditions are based upon the grantee's responses to the FY25 IDOT Sub-Recipient Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

Fiscal And Administrative:

I. Property Standards

i. Grantees may be required to participate in periodic technical assistance to correct deficiencies regarding property standards. Grantees must maintain documentation of additional prior approvals from grantee management. IDOT may request to review plan and documentation at its discretion.

Corrective Action:
Implementation of corrective action plan that would include creating and/or updating written policies and procedures to address the following: a) Create or revise property control procedures to ensure that when property purchased with state or federal funds is disposed of the property records include the date of disposal and sales price. b) The awarding agency should be notified in writing in advance of all property sales of $5000 or more. c) A physical inventory is performed annually and reconciled to the property control records. d) it prevents the loss, damage, theft, and unauthorized use of property. e) It is implemented to identify asset capitalization thresholds and ensure that equipment purchased with grant funds is excluded from depreciation schedules charged to state and federal pass-through grants. f) Ensure that property control records include all required data fields: Description of property, serial number or other identification number, funding source, acquisition date, cost of property, percentage of state or federal participation, and the location of the property.

II. Audit

i. Requires desk review of the status of implementation of corrective actions.

Corrective Action:
Changes in key personnel increase risk associated with the performance and administration of state and federal awards. More frequent monitoring and technical assistance may be required. Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

Programmatic:

I. History of Performance (internal)

i. Grantee must submit more detailed and frequent programmatic reporting as requested by the Grantor contact.

Corrective Action:
Implementation of written policies to address gaps in the Grantee's program oversight and operational efficiency. Grantee must demonstrate adequate grant performance. Condition may be removed after Agency re-examination in 6 months.

II. **Reports and Findings from Audits Performed Under Subpart F – Audit**

i. Requires a desk review for the status of corrective actions.

Corrective Action:
Grantee must implement corrective action plan. Condition may be removed after Agency re-examination in 6 months.

APPENDIX 4

AGREEMENT BUDGET

BlackCat®
TRANSIT DATA MANAGEMENT SYSTEM

Project Budgets

Expense

Item		Amount
5010 Labor		
Operators' Paid Absences		$0.00
Operators' Salaries and Wages		$0.00
Other Paid Absences		$0.00
Other Salaries and Wages		$0.00
	Sub Total:	**$0.00**
5015 Fringe Benefits		
Fringe Benefits		$0.00
	Sub Total:	**$0.00**
5020 Services		
Services		$0.00
	Sub Total:	**$0.00**
5030 Materials and Supplies		
Fuel & Lubricants		$0.00
Other Materials & Supplies		$0.00
Tires & Tubes		$0.00
	Sub Total:	**$0.00**
5040 Utilities		
Utilities		$0.00
	Sub Total:	**$0.00**
5050 Casualty and Liability Costs		
Casualty and Liability Costs		$0.00
	Sub Total:	**$0.00**
5060 Taxes		
Taxes		$0.00
	Sub Total:	**$0.00**
5090 Miscellaneous Expenses		
Miscellaneous Expenses		$0.00
	Sub Total:	**$0.00**
5100 Purchased Transportation Expenses		
Purchased Transportation in Filing Separate Report		$0.00
Purchased Transportation in Report		$2,027,230.00

BlackCat®
TRANSIT DATA MANAGEMENT SYSTEM

Project Budgets

	Sub Total:	**$2,027,230.00**
517 Debt Service (Urban DOAP Grantees Only)		
Debt Service (Urban DOAP Grantees Only)		$0.00
	Sub Total:	**$0.00**
518 Indirect Costs		
Indirect Costs		$0.00
	Sub Total:	**$0.00**
5210 Interest Expenses		
Interest Expenses		$0.00
	Sub Total:	**$0.00**
5220 Operating Lease Expenses		
Operating Lease Expenses		$0.00
	Sub Total:	**$0.00**
5260 Depreciation		
Depreciation		$0.00
	Sub Total:	**$0.00**

Revenue

Item		Amount
4100 Directly Generated Funds		
Directly Generated Funds		$0.00
	Sub Total:	**$0.00**
4111 Passenger Paid Fares		
Passenger Paid Fares		$129,949.00
	Sub Total:	**$129,949.00**
4112 Organization Paid Fares		
Organization Paid Fares		$0.00
	Sub Total:	**$0.00**
4120 Park and Ride Revenue		
Park and Ride Revenue		$0.00
	Sub Total:	**$0.00**
4130 Non-Public Transportation Revenue		
Non-Public Transportation Revenue		$0.00
	Sub Total:	**$0.00**
4140 Auxiliary Transportation Funds		

BlackCat® TRANSIT DATA MANAGEMENT SYSTEM

Project Budgets

Advertising Revenues		$0.00
Concessions		$0.00
Other Auxiliary Transportation Revenues		$0.00
	Sub Total:	**$0.00**
4150 Other Transportation Revenues		
Other Transportation Revenues		$0.00
	Sub Total:	**$0.00**
4160 Revenues Accrued Through a Purchased Transportation Agreement		
Revenues Accrued Through a Purchased Transportation Agreement		$0.00
	Sub Total:	**$0.00**
4170 Subsidy from Other Sectors of Operations		
Subsidy from Other Sectors of Operations		$0.00
	Sub Total:	**$0.00**
4180 Extroadinary and Special Items		
Extraordinary and Special Items		$0.00
	Sub Total:	**$0.00**
4190 Total Recoveries		
Total Recoveries		$0.00
	Sub Total:	**$0.00**
4200 Directly Generated Dedicated Funds		
Directly Generated Dedicated Funds		$0.00
	Sub Total:	**$0.00**
4240 Fuel Tax		
Fuel Tax		$0.00
	Sub Total:	**$0.00**
4250 Other Tax		
Other Tax		$0.00
	Sub Total:	**$0.00**
4300 Local Government Funds		
Local Government Funds		$0.00
	Sub Total:	**$0.00**
4310 General Revenues of the Local Govt		
General Revenues of the Local Govt		$0.00
	Sub Total:	**$0.00**

BlackCat® TRANSIT DATA MANAGEMENT SYSTEM

Project Budgets

4320 Local Funds Dedicated to Transit at their Source		
Bridge, Tunnel, and Hwy Tolls		$0.00
Fuel Taxes		$0.00
High Occupancy Toll		$0.00
Income Taxes		$0.00
Other Dedicated Funds		$0.00
Other Taxes		$0.00
Property Taxes		$0.00
Sales Tax		$0.00
	Sub Total:	**$0.00**
4390 Other Local Funds		
Other Local Funds		$0.00
	Sub Total:	**$0.00**
4400 State Government Funds		
State Government Funds		$0.00
	Sub Total:	**$0.00**
4410 General Revenues of the State Govt		
General Revenues of the State Govt		$0.00
	Sub Total:	**$0.00**
4420 State Transportation Fund		
State Transportation Fund		$0.00
	Sub Total:	**$0.00**
4430 Extroadinary and Special Items		
Extraordinary and Special Items		$0.00
	Sub Total:	**$0.00**
4500 Federal Funds		
Federal Funds		$309,215.00
	Sub Total:	**$309,215.00**
4600 Non-Added Revenues		
Non-Added Revenues		$0.00
	Sub Total:	**$0.00**
4610 Contributed Services		
Contributed Services		$0.00
	Sub Total:	**$0.00**

BlackCat®
TRANSIT DATA MANAGEMENT SYSTEM

Project Budgets

4630 Sales and Disposal of Assets	
Sales and Disposal of Assets	$0.00
Sub Total:	**$0.00**
Total Expenses	**$2,027,230.00**
Total Revenue	**$439,164.00**
Net Project Cost	**$1,588,066.00**

Illinois Department of Transportation

Bucksheet

☐ Under $250,000 ☒ Over $250,000

Priority: **PLEASE RUSH**

Office	District / CO	Bureau
Intermodal Project Implementation	CO	Transit

File Subject	Amount Range
Miscellaneous	

Secretary Explanation

Subject: SFY 2025 Section 5311 and DOAP Program Marks

Project in Relation to: SFY2024 Section 5311 and DOAP

Description of Action: Signature is needed for the Director of the OIPI to execute and amend all 5311 grant agreements between IDOT and sub-recipients for federal funding, as well as State DOAP grant agreements as reflected in the attached document(s).

DBE Goal: None

☐ IL Works ☐ Capitol/Stimulus ☐ Notary Required

☐ FY Deadline Fiscal Year Date:

Consultant Name/Contractor: | Letting Date:

County	District	Job Number	PTB-Item

Amount of Agreement: | Route:

Section	Phase	Contract Number	Agreement Number

State Dollars	Federal Dollars	Local Dollars	Total Dollars

Source of State Fund: | % Reimburse from Feds: %

Remarks:

Illinois Department of Transportation

Memorandum

To:	Omer Osman, Secretary
From:	Jason Osborn, Director of OIPI
By:	Shoun Reese, Deputy Director of Transit David Schafer, Bureau Chief of Transit Operations
Subject:	SFY 2025 Section 5311 and DOAP Program Marks
Date:	June 5, 2024

Background

IDOT's Office of Intermodal Project Implementation (OIPI) is the governor's designated recipient of the Federal Transit Administration's Section 5311 formula funds for public transportation services in rural and small urban areas in Illinois. Historically, grant recipients submit annual applications for funding to the Department, but in the interest of providing funding stability, it is not a competitive process. Instead, the Department funds its approved grantees each year based upon the State's available Section 5311 allocation, taking into account federally required set asides that the Department must maintain for particular program activities.

Annually, OIPI reviews projected Section 5311 expenditures for the next fiscal year and the current federal funding available in order to determine if increases in the grantees' Section 5311 allocation for the next fiscal year are possible. Historically, the increase has been nominal. Increases have occurred in recent years due to a combination of increased available Section 5311 funding and unusual needs like dramatically rising fuel prices or insurance costs.

OIPI's policy is to fund the next fiscal year's Section 5311 Program with any remaining prior Federal Fiscal Year (FFY) funds and the current FFY Section 5311 allocation. The next FFY allocation is approved 6 months into our next program year which is based on our State Fiscal Year (SFY). Section 5311 funds may be subject to multiple funding releases over the course of a single SFY. Due to the increased Section 5311 the State is set to receive this year, OIPI is providing a 10% one year increase.

Downstate Operating Assistance Program (DOAP) Transportation funds are provided by statute each fiscal year under the Downstate Public Transportation Act (State Statute: 30 ILCS 740/2). The DOAP program was established by the Illinois General Assembly to provide operating funds to assist in the development and provision of public transportation services downstate (i.e. outside of the Northeastern Illinois area). Each eligible participant receives an

annual line item appropriation that is set by a formula contained within the Act and reimburses grantees the lessor of 65% of eligible expenses, their operating deficit or their appropriation amount (refer to Table 1, attached). After the final operating assistance payments are made, remaining unexpended appropriations lapse and a percentage of the are transferred to the Downstate Transit Improvement Fund.

SFY2025 Staff Program Recommendation

Staff recommends the following:

1. Due to the increased federal funding that has been authorized by the Infrastructure Investment and Jobs Act (IIJA), OIPI proposes the SFY25 Section 5311 sub-recipient funding allocations for the Department's transit operating grants be increased from their base funding by 10% for one year only. The SFY25 5311 funding amounts and the DOAP funding amounts are shown in Table 1 (attached).
2. Indicate approval of the proposed funding levels and program marks by signing and dating on the appropriate line below and signing and dating CAF-2 (attached).
    a. Authorized signatures on this Approval Memo and the Secretary's signature on the attached Contract Approval Form will allow the Director of OIPI to delegate his signature for execution and amendment of the 5311 and DOAP grant agreements between the Department and its eligible recipients, pursuant to Departmental Order 2-2.

DocuSigned by:
9BD3079B18274E1...
Holly Bieneman, Director, Office of Planning and Programming — 6/21/2024 | 10:01 AM CDT Date

DocuSigned by:
14AFF2C29264496...
Jason Osborn, Director, Office of Intermodal Project Implementation — 6/10/2024 | 6:35 AM CDT Date

DocuSigned by:
Vicki Wilson
DB47989DCDEC4E2...
Vicki Wilson, Chief Financial Officer — 6/28/2024 | 5:06 PM CDT Date

DocuSigned by:
Michael Prater
89F32C4E4ED7410...
Mike Prater, Chief Counsel — 6/27/2024 | 2:16 PM CDT Date

(Approved as to form)

DocuSigned by:
E526068D5731475...
Omer Osman, Secretary — 6/28/2024 | 5:08 PM CDT Date

Illinois Department of Transportation

Contract Approval Form

TO: Omer Osman, Secretary

FROM: Jason Osborn, Director, Office of Intermodal Project Implementation

SUBJECT: SFY 2025 Section 5311 and Downstate Operating Assistance Program Awards (CAF-2)

DATE: June 5, 2024

Authorization is requested for the Director of the Office of Intermodal Project Implementation to execute and amend all 5311 grant agreements between IDOT and sub-recipients for federal funding, as well as state of Illinois funded Downstate Operating Assistance Program grant agreements as reflected below and awarded.

				Funding $(000)			
Grantee	Grantor	Location	Description	Federal	State	Local	Total
5311 Recipients	IDOT	Downstate	SFY2025 5311 Federal Operating and Administrative Assistance and Intercity Bus	$15,296,573	N/A	N/A	$15,296,573
DOAP Recipients	IDOT	Downstate	SFY2025 Downstate Operating Assistance Program Funds	N/A	$458,027,618*	N/A	$15,296,573*
Total				$15,296,573	$458,027,618*		$473,324,191

I delegate my signature to the Director of the Office of Intermodal Project Implementation for the execution of all grant agreements described above.

***Downstate Operating Assistance Program (DOAP) Funds are based on the appropriations listed in the SFY24 State Budget. IDOT may initially contract for amounts less than a grantee's full appropriation based on the grantee's application.**

DocuSigned by:

E526068D8731475...

Omer Osman,
Secretary of Transportation

6/28/2024 | 5:08 PM CDT

Date

TABLE 1

SFY25 Earmarks

Transit Federal and State Operating Assistance Funding Projection

(Federal 5311 - Includes a 10% one year special increase)

(State based on Governor's Proposed Budget over SFY25 Appropriations)

	FEDERAL	STATE
	5311 SFY25 TOTAL PROGRAM	GOMB Approved SFY25 DOAP
OPERATING/ADMIN ASSISTANCE		
SMALL URBAN AND RURAL TRANSIT OPERATING AND ADMIN ASSISTANCE		
BOND COUNTY	$75,174	$740,850
BOONE COUNTY	$104,419	$235,700
BUREAU / PUTNAM COUNTY	$224,837	$1,392,900
CARROLL COUNTY	$55,652	$542,401
CHAMPAIGN COUNTY	$177,721	$1,125,600
COLES COUNTY	$226,255	$1,030,370
CRIS RURAL MTD	$165,197	$1,581,360
DANVILLE, CITY OF	$0	$4,866,400
DEKALB COUNTY	$450,695	$1,284,000
DOUGLAS COUNTY	$66,021	$209,200
EFFINGHAM COUNTY	$109,161	$707,300
FREEPORT, CITY OF	$198,017	$1,631,900
FULTON COUNTY	$121,861	$471,600
GALESBURG, CITY OF	$351,507	$3,041,600
GREATER PEORIA MASS TRANSIT DISTRICT	$170,643	$0
GRUNDY COUNTY	$114,899	$834,600
HANCOCK COUNTY	$64,104	$342,100
HENRY COUNTY	$146,521	$718,400
JACKSON COUNTY MTD	$552,618	$1,003,695
JERSEY COUNTY	$132,256	$637,680
JO DAVIESS COUNTY	$210,066	$983,500
KANKAKEE COUNTY	$192,536	$1,279,000
KENDALL COUNTY	$64,193	$3,060,100
LOGAN & MASON COUNTIES	$150,441	$754,600
MACOMB, CITY OF	$478,401	$4,199,000
MACOUPIN COUNTY	$156,169	$1,027,080
MARSHALL/STARK	$91,667	$259,270
MCLEAN CTY	$574,194	$2,926,800
MONROE-RANDOLPH MTD	$170,279	$1,728,100
OTTAWA, CITY OF(LASALLE CTY)	$355,254	$1,886,300
PIATT COUNTY	$94,290	$856,800
QUINCY, CITY OF	$693,292	$6,689,900
REAGAN MASS TRANSIT DISTRICT	$2,313,056	$1,867,008
RIDES MTD	$2,427,390	$14,351,590
ROCK ISLAND & MERCER COUNTY	$110,072	$596,420
SANGAMON/MENARD COUNTY	$152,586	$779,500
SHAWNEE MTD	$435,803	$3,869,500
SHELBY COUNTY	$453,953	$1,697,700
SOUTH CENTRAL MTD	$1,241,877	$10,168,400
TAZEWELL COUNTY	$309,215	$1,317,700
WARREN COUNTY	$292,175	$527,076
WEST CENTRAL MTD	$285,046	$2,272,500
WHITESIDE COUNTY	$193,234	$1,167,300
WINNEBAGO COUNTY	$207,684	$798,728
WOODFORD COUNTY	$136,144	$578,500
Subtotal-Small Urban and Rural Operating Assistance Program	*$15,296,573*	*$88,040,028*

URBANIZED AREA OPERATING ASSISTANCE PROGRAM (STATE ONLY)	FEDERAL	STATE
(Federal Assistance to Urbanized Areas does not pass through the Department)	5311 TOTAL	Govs. Anticipated Bud. SFY25 DOAP
BLOOMINGTON-NORMAL PTS		$15,279,600
CHAMPAIGN-URBANA MTD		$53,524,700
DECATUR, CITY OF		$13,379,000
DEKALB, CITY OF		$6,911,080
GREATER PEORIA MTD(W SVC. TO PEKIN AND PEORIA COUNTY)		$42,340,700
MADISON COUNTY MTD		$39,701,100
RIVER VALLEY METRO MTD		$8,976,800
ROCK ISLAND COUNTY METRO MTD		$33,749,300
ROCKFORD MTD		$28,012,500
SPRINGFIELD MTD		$27,241,500
ST. CLAIR COUNTY TD		$99,636,700
STATELINE MTD		$1,234,610
Subtotal-Urbanized Area Operating Assistance Program	*$0*	*$369,987,590*
Total-Federal and State Operating Assistance Program	*$15,296,573*	*$458,027,618*

Intercity Bus Program (Included in 5311 Apportionment)	SFY25 Awards
REAGAN MASS TRANSIT DISTRICT	$ 2,029,606
RIDES	$977,572
SHAWNEE MTD	$30,870
SOUTH CENTRAL MTD	$437,608
	$3,475,656

	FEDERAL 5311 TOTAL	SFY25 DOAP
TOTAL OPERATING SECTION GRANTS	*$15,296,573*	$458,027,618

$473,324,191

E-24-102

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends the adoption of the attached Resolution Authorizing Execution and Amendment of Federal 5311 Grant Agreement; and

WEREAS, the attached Grant Agreement Number OP-25-29-FED term is effective July 01, 2024 and shall expire on June 30, 2025.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Executive Director of We Care, Inc., Finance Office, EMA Director, and the Auditor of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

Illinois Department of Transportation

Bucksheet

Reset Form

☐ Under $250,000 ☒ Over $250,000

Priority: **Normal**

Office	District / CO	Bureau
Intermodal Project Implementation		Transit

File Subject	Amount Range
Agreement, Signature	

Secretary Explanation

Subject: Section 5311 Operating

Project in Relation to: Transit 5311 Formula Grants for Rural Areas

Description of Action: Executive Signatures for Execution

DBE Goal: None

☐ IL Works ☐ Capitol/Stimulus ☐ Notary Required

☒ FY Deadline Fiscal Year Date: 06/30/2025

Consultant Name/Contractor: Tazewell County

Letting Date:

County	District	Job Number	PTB-Item
		n/a	n/a

Amount of Agreement: 309,215.00

Route: n/a

Section	Phase	Contract Number	Agreement Number
n/a	n/a	n/a	OP-25-29-FED

State Dollars	Federal Dollars	Local Dollars	Total Dollars
0.00	309,215.00	0.00	309,215.00

Source of State Fund: Not Applicable

% Reimburse from Feds: %

Remarks: The FY25 5311 template was approved by Mike Prater on 4/17/2024.

Agreement No. OP-25-39-FED

GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND
County of Tazewell

The Illinois Department of Transportation (Grantor), with its principal office at 2300 South Dirksen Parkway, Springfield Illinois 62764, and County of Tazewell (Grantee), with its principal office at 11 S. 4th Street, 4th Floor, Pekin, Illinois, 61554 and payment address (if different than principal office) at 11 S. 4th Street, 4th Floor, Pekin, Illinois, 61554, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

REQUIRED SIGNATURES

By signing below, the PARTICIPANT and the DEPARTMENT agree to comply with and abide by all provisions set forth in this Agreement and any Appendices thereto.

FOR THE **PARTICIPANT**:

DocuSigned by:
49BE72463D4A4FD...
Signature — 8/12/2024 | 9:09 AM EDT Date

David Zimmerman — Name
County Board Chairman — Title

☐ Check if under $250,000. If under $250,000 the Secretary's signature may be delegated.

FOR THE DEPARTMENT:

DocuSigned by:
14AFF2C29284496...
Omer Osman, Secretary of Transportation — 8/14/2024 Date

DocuSigned by:
14AFF2C29284496...
By Jason Osborn, Director OIPI — 8/14/2024 | 6:59 AM CDT Date

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 071430805 is Grantee's correct DUNS Number, that C121C5LKZU91 is Grantee's correct UEI, if applicable, that 37-6002171 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation (includes Not for Profit)
- ☐ Medical Corporation
- ☒ Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy-Non-Corporate
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ P = partnership
  - ☐ C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be $309,215.00, of which $309,215.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is IL-2023-043, the federal awarding agency is Federal Transit Administration, and the Federal Award date is 7/1/2024. If applicable, the Assistance (CFDA) Name is Formula Grants for Rural Areas and Tribal Transit Program and Assistance Listing Number is 20.509. The Catalog of State Financial Assistance (CSFA) Number is 494-80-0338. The State Award Identification Number is .

1.4 Term. This Agreement shall be effective on 7/1/2024 and shall expire on 6/30/2025, (the "Term"), unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

ARTICLE I
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

2.6. The Grant Accountability and Transparency Act (30 ILCS 708/45) statute and regulations do not apply to this Grant Agreement. Any and all references to the statute and/or regulations are not applicable to this Grant Agreement. Grantee shall continue to comply with all Federal requirements including 2 CFR Part 200, as applicable.

ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can

commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"DUNS Number" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

"Grant" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE IV
PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this

Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this

Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and

State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds.

Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.10. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
REQUIRED CERTIFICATIONS

1.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX
CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection

with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334 or 44 Ill. Admin. Code 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. *See* 2 CFR 200.329 and 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as

requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE,** which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 2 CFR 200.301; 200.210.

ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in State Grants, but expends $300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends $750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with

federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false

representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs

would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. *See* 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall

be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. *See* definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written

materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV
LAWSUITS AND INDEMNIFICATION

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement

including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information

shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

CSFA Number	NOSA/SAIN Number	GATA Registration Number
494-80-0338		679207

The Grantee proposes to provide public transportation services in a Non-Urbanized area(s) of Illinois (herein referred to as the "Project"), as described in the Grantee's final approved application which is incorporated herein by reference.

The Grantor has applied under Section 5311 of the Federal Transit Act, as amended, (49 U.S.C. Section 5311), to the Federal Transit Administration (hereinafter "FTA") for federal operating, capital and administrative assistance for this Project.

The Grantor's application has been approved by FTA.

The Grantee represents that it is an eligible recipient and has made application to the Grantor for a public transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705, et seq. and 30 ILCS 740/1 et seq. (hereinafter referred to as the "Acts").

The Grantee's final application, including subsequent submittals, information, and documentation, as provided by the Grantee in support thereof, has been approved by the Grantor.

EXHIBIT B

DELIVERABLES OR MILESTONES

A. The Grantee shall generate and maintain required local match sufficient to draw down the 5311 funds in this Agreement.

B. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data 30 days after the end of the quarter.

C. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the prior fiscal year.

D. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 651.

E. Submission of cost allocations plans (if applicable.)

F. Submission of the Public Transportation Service Plan (PTSP) (annual).
   a. Including 5-Year Forecast.

G. Submission of Compliance Review Action Plan Accomplishments (if applicable).

H. Submission of National Transit Data Base Report (annual).

I. Submission of PCOM report (quarterly).

J. Submission of Capital Needs Assessment (annual).

K. Submission of Non-DOAP Local Match Survey (annual).

L. Submission of Procurement Notifications (as they occur).

M. Submission of Disadvantaged Business Enterprises Letter (as they occur).

N. Submission of Charter Service Letter (as they occur).

O. Submission of Procurement Concurrence Request (as they occur).

EXHIBIT C

PAYMENT

Grantee shall receive $ $309,215.00 under this Agreement.

Enter specific terms of payment here:

Grantee understands and accepts that it will disburse its Indirect Costs separately from its Direct Costs in accordance with its approved Indirect Cost Rate.

Grantee further understands and accepts that, within three (3) months after execution of the Agreement, Grantee will submit updated, separate Budgets: one to reflect Grantee's costs; and a Budget to reflect costs incurred by each sub-recipient Grantee utilizes to accomplish the project goals and objectives of this Agreement.

REQUISITIONS AND PAYMENTS

A. Requests for Payment by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Grantor will honor any properly submitted requests in the manner set forth in this Requisitions and Payments section. In order to receive Grant payments pursuant to this Agreement, the Grantee must:

1. complete, execute and submit to the Grantor requisition forms supplied by the Grantor in accordance with the instructions contained therein;

2. submit to the Grantor, as requested, an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period and vouchers, invoices, or other documentation, satisfactory to the Grantor, to substantiate these costs;

3. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;

4. have submitted all financial, progress reports, and performance data currently required by the Grantor; and

5. have received approval by the Grantor for all budget amendments required to cover all costs to be incurred through the end of the requisition period.

6. Quarterly requisitions of the actual operating expenditures and deficit incurred during the quarter for reimbursement pursuant to this Agreement shall be submitted to the Grantor within thirty (30) days following the close of the quarter. A fourth quarter requisition of the actual operating expenditures and deficit incurred during the quarter shall be submitted to the Grantor by August 1.

B. Payment by the Grantor - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Grantor, the Grantor will process the requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Grantor of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Grantor, towards the timely completion of the Project. If all of these circumstances are found to exist, the Grantor will reimburse apparent eligible costs incurred or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum

amount of the Grant provided in the Project Budget section in PART THREE below. Requisitions may not be submitted more frequently than quarterly, unless approved by the Grantor in writing. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Grantor of the eligibility of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Grantor will review the Grantee's independent audit and make a final determination as to eligibility of any payments made to Grantee only after the independent audit has been approved by the Grantor.

In the event the Grantor determines that the Grantee is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee stating the reasons for such determination.

C. Eligible Costs - In addition to the other requirements of this Agreement, to be considered "eligible" for payment purposes, the costs and charges for which reimbursement has been sought must have been actually incurred by the Grantee or its contractors; be documented to the satisfaction of the Grantor; meet the criteria set forth in the applicable provisions of the Grantor's 5310/5311 Grants Management Manual, as revised from time to time; and meet all of the requirements set forth below:

1. be made in conformance with Grantee's final, approved application and the approved Uniform Budget and all other provisions of this Agreement;

2. be necessary in order to accomplish the Project;

3. be reasonable in amount for the goods or services purchased;

4. be actual net costs incurred by the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by or credited to the Grantee that have the effect of reducing the cost actually incurred);

5. be incurred within the state fiscal year governed by this Agreement; and

6. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Grantor for the Grantee. Those principles include, but are not limited to, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201. The Grantee shall apply said accounting principles and procedures to its contracts and subcontracts paid, in whole or in part, with funds received pursuant to this Agreement;

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Grantor.

D. Ineligible Costs - In determining the eligibility for reimbursement of any cost incurred by the Grantee, in addition to ineligible costs set forth in federal law and its corresponding rules, the Grantor will exclude: (i) costs that are not properly documented, actually incurred for the Project, or not allocable to the Project in accordance with the requirements of this Agreement; (ii) all Project costs incurred by the Grantee prior to or after the state fiscal year identified in the Project Budget section in PART THREE of this Agreement or other date specifically authorized by the Grantor; (iii) costs incurred by the Grantee which are not provided for in the latest approved Uniform Budget; and (iv) except as otherwise provided in Grantor guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Grantor.

E. Excluded Costs – Upon notification to the Grantee that specific amounts are owed to the Government, whether for federal claims or state claims for funds recovered from a third party or elsewhere, for excess payments, or for ineligible costs, the Grantee agrees to remit to the Government promptly the amount owed, including any interest

due.

The Grantee agrees that the amount of interest due depends on whether or not the principal portion of the debt is treated as a Government claim or is treated as a debt owed to the Government. Thus, the Grantee agrees to remit interest to the Government in accordance with the following:

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Parts 901.9(a)-(g).

2. For excess payments made by the Government to the Grantee that do not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether or not the Grantee is a state instrumentality. A Grantee that is a state instrumentality agrees that interest will be calculated as provided by U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers', 31 CFR Part 205.

A Grantee that is not a state instrumentality agrees that common law interest will be calculated as permitted by joint U.S. Treasury and U.S. Department of Justice regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Part 901.9(i).

F. Subject to Appropriation - All grants, payments, and obligations of the State under this Agreement are subject to the receipt of funds by the State from FTA and/or authorized pursuant to 20 ILCS 2705/2705-300 and 2705/305. The Grantor shall not be liable to the Grantee for any failure or delay in the performance of its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment or obligation of the Grantor or FTA to the Grantee under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the Grantor from FTA and from funds authorized pursuant to 20 ILCS 2705/2705-300 and 2705/305.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name:	David Schafer
Title:	Bureau Chief
Address:	2300 S Dirksen Pkwy,Room 341,Springfield,IL,62764
Phone:	(217) 782-4981
TTY#:	N/A
Fax#:	N/A
E-mail Address:	david.schafer@illinois.gov

GRANTEE CONTACT

Name:	Dawn Cook
Title:	TC EMA Director/PCOM
Address:	21304 State Route 9,Tremont,IL,61554
Phone:	(309) 925-2271
TTY#:	
Fax#:	
E-mail Address:	dcook@tazewell-il.gov

Additional Information:

EXHIBIT E

PERFORMANCE MEASURES

The Grantee should:

A. Submit accurate and timely reports required by this program.

B. Submit timely corrective action plans with regard to program operations when directed by the Grantor, the Grantor's consultants and/or vendors resulting from:

1. Financial Management Reviews;
2. Compliance Reviews;
3. Audits;
4. Grantor policy changes;
5. Public Complaint Process;
6. and/or as directed by the Grantor to remain in compliance with grant requirements.

C. Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.

EXHIBIT F

PERFORMANCE STANDARDS

Performance Standards shall include:
A. Timely and 100% accuracy in quarterly and year end reports as described in Exhibits B and C as well as Public Transportation Accounts (PTA) account reports.

B. Timeliness of corrective actions will be determined on an individual basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

1. The Grantee shall generate and maintain required local match sufficient to draw down the 5311 Funds in this Agreement.

2. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data 30 days after the end of the quarter.

3. On or before August 1, the Grantee shall submit all annual reports.

4. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 651.

5. When required by the Grantor, the Grantee shall prepare and submit cost allocation plans.

EXHIBIT G

FY25 - SPECIFIC CONDITIONS

These specific conditions are based upon the grantee's responses to the FY25 IDOT Sub-Recipient Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

Fiscal And Administrative:

I. Property Standards

i. Grantees may be required to participate in periodic technical assistance to correct deficiencies regarding property standards. Grantees must maintain documentation of additional prior approvals from grantee management. IDOT may request to review plan and documentation at its discretion.

Corrective Action:
Implementation of corrective action plan that would include creating and/or updating written policies and procedures to address the following: a) Create or revise property control procedures to ensure that when property purchased with state or federal funds is disposed of the property records include the date of disposal and sales price. b) The awarding agency should be notified in writing in advance of all property sales of $5000 or more. c) A physical inventory is performed annually and reconciled to the property control records. d) it prevents the loss, damage, theft, and unauthorized use of property. e) It is implemented to identify asset capitalization thresholds and ensure that equipment purchased with grant funds is excluded from depreciation schedules charged to state and federal pass-through grants. f) Ensure that property control records include all required data fields: Description of property, serial number or other identification number, funding source, acquisition date, cost of property, percentage of state or federal participation, and the location of the property.

II. Audit

i. Requires desk review of the status of implementation of corrective actions.

Corrective Action:
Changes in key personnel increase risk associated with the performance and administration of state and federal awards. More frequent monitoring and technical assistance may be required. Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

Programmatic:

I. History of Performance (internal)

i. Grantee must submit more detailed and frequent programmatic reporting as requested by the Grantor contact.

Corrective Action:
Implementation of written policies to address gaps in the Grantee's program oversight and operational efficiency. Grantee must demonstrate adequate grant performance. Condition may be removed after Agency re-examination in 6 months.

II. **Reports and Findings from Audits Performed Under Subpart F - Audit**

i. Requires a desk review for the status of corrective actions.

Corrective Action:
Grantee must implement corrective action plan. Condition may be removed after Agency re-examination in 6 months.

III. Agency and Grant-Specific Parameters

Yes
.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file _ BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after 7/1/2024 effective date of the Agreement. reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period November 30th (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

Additional Reporting Requirements

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

☒ **Renewal.** This Agreement may not be renewed.

EQUIPMENT AND SUPPLIES

Grantee must obtain disposition instructions from Grantor when equipment or supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment or supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment and supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Grantor requirements stated herein. All obligations regarding use and ownership of equipment or supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

ARTICLE XXVII
COOPERATION IN CONNECTION WITH INSPECTION

27.1 Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

27.2 The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its
work schedule, and to meet any other obligation assumed by the Grantee hereunder.

ARTICLE XXVIII

ETHICS

A. Code of Conduct

1. Personal Conflict of Interest – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

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

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

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

(c) The Grantee has signed the attached Lobbying Certification in the form of PART TWO ATTACHMENT 1 and will incorporate it in its applicable third-party contracts and require a comparable certification from its contractors or subcontractors.

(d) Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 “Debarment and Suspension,” 31 U.S.C. § n 6101 note, and U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget “Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. The Grantee agrees that it searched the website, www.sam.gov, and found

that the Grantee has no active exclusion from receiving federal funds. The Grantee also agrees to obtain certifications on Debarment and Suspension from its third-party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed a Debarment certification as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below. In addition, the Attorney for the Grantee has signed the attached Grantee Opinion of Counsel (attached as PART TWO ATTACHMENT 2).

Trafficking in Persons - To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C.§ 7104(g), and with "Trafficking Persons: Grants and Cooperative Agreements", 2 CFR
Part 175.

ARTICLE XXIX
GRANTEE'S WARRANTIES

29.1 Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Grantor:

(a) a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, in the form of PART TWO ATTACHMENT 2.
(b) a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions, in the form of PART TWO ATTACHMENT 3.

ARTICLE XXX
SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE

30.1 The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580/1 et seq., and U.S. DOT Drug- Free Workplace Act of 1988, , 41 U.S.C. §§ 701 et seq., and U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, and with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 U.S.C. § 5331 and any other guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below.

ARTICLE XXXI
DISPUTE RESOLUTION

31.1 The Grantee shall immediately notify the Grantor of any current or prospective major dispute, breach, default, or litigation that may affect the Government's interest in the Project Facilities or the Government's administration or enforcement of federal or state laws or regulations. The Grantee agrees to obtain permission from the Grantor before naming the Government as a party to litigation for any reason in any forum.

31.2 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

ARTICLE XXXI

DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than $10,000.00 but less than the simplified acquisition threshold fixed at 41 USC 134 (currently set at $250,000) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for $250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

   For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at $10,000 (or $2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services – State Funds -- For purchases of products or services with any State of Illinois funds that cost more than $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at $100,000.00 and $100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or

services with any State of Illinois funds for $50,000.00 or more for goods and services and $20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than $20,000.00, the Grantee shall comply with the following procurement standards:

($1- $1999)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

($2,000- $4,999)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor point of contact provided on Exhibit D
6. Award to the responsive bidder with the lowest price.

($5,000- $9,999)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

($10,000-$19,999)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
3. Develop specifications to solicit quotes.
4. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
5. Prepare or submit information to Grantor's point of contact in Exhibit D.
6. Obtain authorization from Grantor's point of contact provided on Exhibit D.
7. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

ARTICLE XXXIII
THIRD PARTY CONTRACT CHANGES

33.1 After approval thereof by the Grantor, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Grantor guidelines, unless such change or modification is specifically approved in writing by the Grantor.

ARTICLE XXXIV
LABOR PROVISIONS

34.1 General Labor Compliance - If applicable and except in a construction contract of $2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland "Anti-Kickback" Act.

34.2 State and Local Government Employees - The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., as amended, apply to state and local government employees participating in the FTA assisted project with the Grantee.

34.3 Employment of Illinois Workers - To the extent applicable and consistent with federal law, the Grantee agrees to include in all third party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

34.4 Third Party Contracts - The Grantee agrees to include any applicable requirements of this Labor Provisions section in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.

34.5 Nonconstruction Contracts - Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of $2,500 let by the Grantee in carrying out the Project:

(a) Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., and not to any of the other statutes cited in 29 CFR Part 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of
Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(b) Nonconstruction Subcontracts - The contractor or subcontractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Part 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

ARTICLE XXXV
CIVIL RIGHTS

35.1. Federal Nondiscrimination - The Grantee agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Federal nondiscrimination laws including but not limited to: Title VI of the Civil Rights Act of 1964,
42 U.S.C. §§ 2000d et seq.; Section 303 of the Age Discrimination Act of 1975, as amended,
42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132 et seq.; Federal Transit Law at 49 U.S.C. § 5332, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act, " 49 CFR Part 21; and FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”, October 1, 2012.

35.2. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:

(a) General Requirements – The Grantee agrees as follows:

(i) Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including, but not limited to the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 et seq., (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 Relating to Equal Employment Opportunity") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.

(ii) EEO Program Incorporated by Reference - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.

(b) Age - In accordance with 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of l975, as amended, 42 U.S.C. §§ 6101 et seq., with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance, " 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment. Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.

(c) Disabilities - In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.

(d) Sex - In accordance with Title IX of the Educational Amendments of l972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.

(e) Language Proficiency - In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order "Improving Access to Services for Persons with Limited English Proficiency", 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficiency Persons," 70 Fed. Reg. 74087, December 14, 2005

ARTICLE XXXVI
Illinois Human Rights Act

36.1. The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

In the event of the Grantee's non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter "DOHR"), the Grantee may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Grantee agrees as follows:

(a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the DOHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee's obligations under the Illinois Human Rights Act. and the DOHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the DOHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) That it will submit reports as required by the DOHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by the DOHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the DOHR's Rules and Regulations.

(f) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the DOHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the DOHR's Rules and Regulations.

(g) That it will include verbatim or by reference the provisions of this Civil Rights section in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement/contract, the Grantee will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the DOHR in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(h) In addition, Grantee is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101, which prohibits discrimination against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, order of

protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with the availability of public accommodations.

ARTICLE XXXVII
Sexual Harassment

37.1. The Grantee will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Grantor upon request.

ARTICLE XXXVIII
Disadvantaged Business Enterprise ("DBE")

38.1. To the extent required by federal law, regulation, or directive, the Grantor encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

(a) The Grantee agrees to comply with Section 1101 of FAST Act, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.

(b) The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract or agreement awarded by Grantee under this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any contract awarded by Grantee under this Agreement. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's have the maximum feasible opportunity to participate in U.S. DOT assisted contracts.
The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

(c) The Grantee agrees to include the following clauses in all agreements between the Grantee and third parties funded in whole or in part with Government assistance:
((i) "The (contractor or subcontractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration this (contract or agreement). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreements), that may result in the termination of this (contract or agreement) or such other remedy as the (Grantee) deems appropriate, which may include, but is not limited to:
1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)."

(d) "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from (the Grantee). Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee)."

ARTICLE XXXIX
Disabilities

39.1. Americans with Disabilities Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.

39.2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 49 U.S.C. Section 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq.; and the following regulations and any amendments thereto:

(a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
(c) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192 and 49 CFR Part 38;
(d) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
(e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
(f) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
(g) U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
(h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Persons with Disabilities," 47 CFR Part 64, Subpart F;
(i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
(j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;

39.3. Over-the-Road Accessibility Program (OTRB) – The Grantee agrees to comply with the requirements of § 3038 of TEA-21, as amended by § 3007 of FAST ACT, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.

ARTICLE XL
Confidentiality - Drug or Alcohol Abuse

40.1. To the extent applicable, the Grantee agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of l972, as amended, 21 U.S.C. §§ 1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, And Rehabilitation Act of l970, as amended,

42 U.S.C. §§ 4541 et seq., and the Public Health Service Act of l912, 42 U.S.C. §§ 201 et seq., and any amendments thereto.

ARTICLE XLI
Transportation Infrastructure Finance and Innovation Act

41.1. The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFIA), with regard to any TIFIA funds received by the Grantee.

The Grantee also agrees to include the requirements of this Civil Rights section in each applicable contract, subcontract, or agreement financed in whole or in part with federal assistance.

ARTICLE XLII
INTELLECTUAL PROPERTY

42.1. Patent Rights

(a) In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Grantor and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.

(b) The Grantee agrees to include this Intellectual Property section in its third-party contracts for planning, research, studies, development, or demonstration under this Project.

42.2 Rights in Data and Copyrights

(a) The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

(b) The following restrictions apply to all subject data first produced in the performance of this Agreement:

(i) Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(ii) The Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:

1) Any subject data developed under a grant, cooperative agreement, sub-grant, sub- agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

2) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.

42.3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Grantor's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Grantor determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under Administrative Code Title 92, Chapter I, Subchapter h, Part 651as amended, understands and agrees that, in addition to the rights set forth in subparagraph 42.2(b) of this Patent Rights section, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this
Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph 42.2(a) of this Patent Rights section and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

42.4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the Government, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

42.5. Nothing contained in this Patent Rights section pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Grantor and FTA under any patent.

42.6. The requirements of subparagraphs 42.2(b), 42.3, and 42.4 of this Patent Rights section do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

42.7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs 42.2(a) through 42.6 of this Patent Rights section in its third-party contracts for planning, research, studies, development, or demonstration under this Project.

42.8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.

42.9. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

ARTICLE XLIII

SEAT BELT USE

43.1. To the extent required by the Illinois Mandatory Seatbelt Law (625 ILCS 5/12-603.1 et seq.), the Grantee shall establish a safety belt use policy requiring employees to use the appropriate occupant restraint protection devices as provided in the vehicle being driven while on official business. A copy of the safety belt policy shall be provided to the Grantor upon request. In addition, the Grantee shall require each driver or passenger of a motor vehicle, used pursuant to this Grant and operated on a street or highway in Illinois, to wear a properly adjusted and fastened seat safety belt, unless exempted pursuant to such statute.

ARTICLE XLIV
ENVIRONMENTAL REQUIREMENTS

44.1. The Grantee recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53. Accordingly, the Grantee agrees to adhere to, and agrees to impose on its third party contractors, any such federal and state requirements as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental requirements applicable to the Grantee and the Project, however the Grantee agrees, minimally, as follows:
((a) Environmental Protection - To the extent applicable, the Grantee agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; Section 14 of the Federal Transit Act, as amended, , 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 1500 et seq.; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, “Interim Guidance for Implementing Key SAFETEA-LU. Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities,” dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

(b) Air Quality – To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(i) The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, “Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities,” dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.

(ii) In the event the Grantee is an operator of large public transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

(iii) The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, “Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans,” 42 U.S.C. §7606 note.

44.2 Use of Public Lands – To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project unless the federal Government makes the findings required by 49 U.S.C.
Section 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 CFR Part 774, and referenced in 49 CFR Part 622.

44.3 Wild and Scenic Rivers - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of l968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, “Wild and Scenic Rivers,” 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, “Management Areas,” 43 CFR Part 8350.
44.4 Coastal Zone Management - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of l972, as amended, 16 U.S.C. §§ 1451 et seq.

44.5 Wetlands - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, “Protection of Wetlands”, 42 U.S.C. §4321 note.

44.6 Floodplains - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, “Floodplain Management,” 42 U.S.C. § 4321 note.

44.7 Endangered Species and Fisheries Conservation - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 et seq.

44.8 Historic Preservation - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, Executive Order No. 11593, “Protection and Enhancement of the Cultural Environment”, 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469cinvolving historic and archaeological preservation.

44.9 Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b),, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.

44.10 Energy Conservation - To the extent applicable, the Grantee and its third-party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state

energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq. In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed or modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.

444.11 Clean Water and Safe Drinking Water - For all contracts and subcontracts exceeding $100,000, the Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. Section 1251 et seq. The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

44.12 Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," 42 U.S.C. § 4321 note.

44.13 Clean Fuels - To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.

44.14 Indian Sacred Site - To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note.

44.15 Job Access and Reverse Commute Formula Grant Program - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, "The Job Access and Reverse Commute Program Guidance and Applications Instructions," including any revisions thereto.

ARTICLE XLV
PRIVACY

45.1 Should the Grantee, or any of its third party contractors, or their employees, administer or control any system of records on behalf of the Government, the Privacy Act of 1974 (5 U.S.C. § 552a) and the Data Processing Confidentiality Act (30 ILCS 585) imposes information restrictions on the party managing the system of records, and the Grantee and its third party contractors shall protect said information in accordance with the requirements of these Acts.

ARTICLE XLVI
PROTECTION OF SENSITIVE SECURITY INFORMATION

46.1 To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing "Protection of Sensitive Security Information', 49 CFR Part 15, with 49 U.S.C. § 114(S) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

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PART TWO ATTACHMENT 1

CERTIFICATION AND RESTRICTIONS ON LOBBYING
(for federal funding > $100,000)

I, David Zimmerman ,County Board Chairman -'hereby certify
(Name and title of official)

On behalf of County of Tazewell that:
(Name of Grantee)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Grantee County of Tazewell

Type or print name David Zimmerman

Signature of authorized representative DocuSigned by: 49BE72463D4A4FD... Date 8/12/2024 | 9:09 AM EDT

Contract Number OP-25-39-FED State Grant Number OP-25-39-FED

PART TWO ATTACHMENT 2

OPINION OF COUNSEL

I, Kevin Johnson the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for County of Tazewell ("Grantee"). In this capacity, my opinion has been requested concerning the eligibility of County of Tazewell for grant assistance under the provisions of 49 U.S.C. § 5311 ("Section 5311"). I have also reviewed the Section 5311 Operating Assistance Grant Agreement, Contract No. OP-25-39-FED, Grant No OP-25-39-FED, ("Agreement") tendered by the State of Illinois ("State") to the Grantee. I hereby advise as follows:

1. The Grantee is an eligible "Subrecipient" as defined in Section 5311.

2. There are no provisions in the Grantee's charter or by-laws or in the laws or rules of the State, the United States of America, or any unit of local of government that preclude or prohibit the Grantee from entering into the Agreement.

3. The Grantee is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.

4. I have no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit the Grantee from contracting with the State for the purpose of receiving a State operating assistance grant.

Based upon the foregoing, I am of the opinion that the Grantee is an eligible Subrecipient under the provisions of Section 5311, and that it is fully empowered and authorized to enter into this Agreement and to accept the grant from the State.

Signature: Signed by: Kevin Johnson A903F3BBB123443...

(Attorney's Name) Kevin Johnson

Attorney for: County of Tazewell

Date: 8/13/2024 | 10:04 AM CDT

PART TWO ATTACHMENT 3

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF FEDERAL 5311 GRANT AGREEMENT

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non- urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF County of Tazewell :

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2025 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of County of Tazewell (Name of Applicant).

Section 2. That while participating in said operating assistance program the County of Tazewell will provide all required local matching funds.

Section 3. That the J. David Zimmerman, Board Chairman (Title of Certifying Officer) is hereby authorized and directed to execute and file on behalf of County of Tazewell such application.

Section 4. That the J. David Zimmerman, Board Chairman (Title of Certifying Officer) is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That J. David Zimmerman, Board Chairman (Title of Certifying Officer) is hereby authorized and directed to execute and file on behalf of County of Tazewell Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2025.

Section 6. That the J. David Zimmerman, Board Chairman (Title of Certifying Officer) is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2025.

PRESENTED and ADOPTED this 12 day of August , 2024

DocuSigned by:
49BE72463D4A4ED...
(Signature of Authorized Official)

(Attest)

J. David Zimmerman, Board Chairman
(Title)

8/12/2024 | 9:09 AM EDT
(Date)

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

ARTICLE XLVII
DEFINITIONS

47.1 As used in this Agreement:

A. "Contractor" or "Third Party contractor" means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.

B. "FHWA" means the Federal Highway Administration of the United States Department of Transportation.

C. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.

D. "Government" means both the government of the United States of America and/or the State of Illinois.

E. "Non-Metro", "Non-Urbanized" refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.

F. "Project" means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee's final approved application.

G. "Project Costs" means the sum of eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced assets.

H. "Project Facilities" means any asset, including but not limited to fixed facilities, rolling stock, equipment, real property, and office furniture, purchased with funds paid to the Grantee pursuant to this Agreement.

I. "Section 5311" refers to the "Formula Grants for Rural Areas" section of the Federal Transit Act of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311(f) involving "Intercity Bus Transportation." See 49 U.S.C. Section 5311(f).

J. "U.S. DOT" means the United States Department of Transportation.

ARTICLE XLVIII
PROJECT SCOPE

48.1 The Grantee agrees to provide, or cause to be provided through its contractor(s), the public transportation

services described in the Grantee's final approved application and the service plan on file at the Grantor 's offices and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Grantor representatives. The Grantee's application and service plan are incorporated into this Agreement by reference.

ARTICLE XLIX
FEDERAL AWARD INDENTIFICATION NUMBER (FAIN)

49.1 Part One, Section 1.3 identifies the Federal Award Identification Number(s) (FAIN) relevant to this Agreement. In some instances, FTA assigns a temporary FAIN which may be referenced in Section 1.3. In the event that FTA has assigned a temporary FAIN and then assigns a permanent FAIN after this Agreement has been executed, the Grantor will notify the Grantee of the new permanent FAIN.

ARTICLE L
PROJECT BUDGET

ARTICLE LI The Uniform Budget is attached as PART THREE ATTACHMENT 1.

51.1 The Grantor will fund up to 100% of eligible operating deficit incurred by the Grantee (and/or Grantee's contractor) during the Term to reimburse the Grantee for the provision of public transportation and intercity bus service, as approved by the Grantor for the Project, up to the amount as stated in the Uniform Budget. The method for determining the intercity bus portion of the project shall be in accordance with the Grantor's guidelines, as from time to time adopted.

51.2 In no event shall the Grantor's funding participation under this Agreement exceed the total Grantor Grant available for the Project. The maximum amount of the operating assistance for the Project under this Agreement is $ $309,215.00 .

51.3 The Grantee further understands that the Grantor shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the Grantor results in receipt by the Grantee from all sources a total amount in excess of 100% of the Project costs, the Grantor does not waive its right to require the Grantee to promptly refund any excess funds provided under this Agreement. The determination of any refund due the Grantor will be made after project close-out and completion of an audit.

51.4 The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the Uniform Budget. Budget line items may be adjusted by the Grantee with prior notification of the Grantor. However, any amendment to the Uniform Budget should be in accordance with the provisions of ARTICLE VI and ARTICLE XXVI, Section 26.5 of this Agreement. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

ARTICLE LII
ACCOMPLISHMENT OF THE PROJECT

52.1 General Requirements - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement and in compliance with all applicable laws and Grantor guidelines, as from time to time adopted.

52.2 Pursuant to Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement,

the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable provisions of the current Master Agreement between the Grantor and FTA.
All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

(a) The Grantee agrees that the most recent of such federal and state requirements, in effect at any particular time will govern the administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either the Federal Transit Administration or the Grantor, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee agrees to include in all third-party contracts financed in whole or in part with Government assistance, specific notice that federal and state requirements may change and such changed requirements will apply to the Project and the contract(s). The Grantee and such contractors further agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars.

52.3 Funds of the Grantee - The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.

52.3 Changed Conditions Affecting Performance (i.e., Disputes, Breaches, Defaults, or Litigation) - The Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

52.4 No Government Obligations to Third Parties - The Grantor and FTA shall not be subject to any obligations or liabilities by, through or to contractors of the Grantee or their subcontractors or to any other person not a party to this Agreement, in connection with the performance of this Project, without its express written consent, notwithstanding its concurrence in or approval of the award by the Grantor or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.

52.5 Grantee's Responsibility for Compliance - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Grantor and FTA for compliance with all applicable federal and state requirements as may be set forth in statutes, regulations, executive orders, the Master Agreement between the Grantor and FTA (a copy of which is incorporated herein by reference), and the Agreement for this Project.

To ensure the Grantee meets this requirement, the Grantee shall designate a Program Compliance Oversight Monitor ("PCOM"), who must be either 1) an employee(s) of the Grantee; 2) an employee(s) of a unit of local government with whom the Grantee has entered into an intergovernmental agreement for rural public transportation service; or 3) a shared employee(s) between two grantees who receive 5311 and/or rural DOAP funds directly from the Grantor with contiguous service areas, whereby the employee prepares separate reports and maintains separate records for each grantee, has no real or apparent conflict of interest, and is pre-approved in writing by the Grantor. A mass transit district may appoint its director to be the PCOM.
All direct PCOM related expenses must be commensurate with the level of public transportation service being provided by the Grantee in order to be considered eligible administrative costs. The PCOM shall be responsible for the following:
(a) General Program Knowledge - The PCOM shall possess proficiency in areas including, but not limited to:

(i) Relevant federal and state grant program(s) purpose and funding; and

(ii) State and federal public transportation capital and operating grant requirements.

(iii) Basic understanding of governmental finance and accounting.

(b) Public Transportation Service Plan - The PCOM shall develop and update, as needed, a Public Transportation Service Plan ("PTSP") that is approved in writing by the Grantor. In the PTSP, the Grantee shall provide the following:

(i) A list of all of the public and specialized transportation service providers, Human Services Transportation Plan ("HSTP") Coordinators, and stakeholders within the Grantee's territorial boundaries;

(ii) The methodology by which the Grantee shall ensure that public transportation service planning, design, and operation is open, transparent, and coordinated to the maximum extent possible;

(iii) For multi-county systems, the methodology by which the Grantee shall ensure that the level of service provided (number of vehicles, days, hours, and miles) by the Grantee and/or its operator(s), if any, for each county within the Grantee's territorial boundaries is commensurate with the amount of state and federal funding allocated to each county;

(iv) An explanation of the Grantee's and its operator's, if any, public transportation complaint procedures; and

(v) Any additional information requested by the Grantor.

(c) Monitoring - The PCOM shall monitor and analyze the following:

(i) The level and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, within the Grantee's territorial boundaries. The PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour;

(ii) The utilization, condition, and maintenance of Project Facilities;

(iii) The driver and staff training activities of the Grantee and/or its operator(s), if any;

(iv) All service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries. For the service contracts, the PCOM shall monitor the revenues received and the number of trips provided. The PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account at the end of the Term of the Agreement;

(v) Compliance with the requirements of this Agreement;

(vi) The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s), if any; and

(vii) Any additional items requested by the Grantor.

(d) Complaint Procedures - The PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if

any. Retention of all ADA-related complaints for at least one year; and Retention of a summary of all ADA-related complaints for at least two years

(e) Program Reviews - The PCOM shall assist in all of the Grantor's program reviews and audits of the Grantee and its operator(s), if any, and attend all meetings between the Grantee and the Grantor.

(f) Training - The PCOM shall attend, at a minimum, any relevant local and regional public and specialized service coordination meetings, such as the Rural Transit Assistance Center's ("RTAC") Primer or HSTP meetings; the RTAC's spring conference; and any training sessions identified by the Grantor.

(g) Public Transportation Account - On forms provided by the Grantor, the PCOM shall monitor the Public Transportation Account ("PTA") by identifying and tracking deposits and withdrawals into and out of the PTA, the interest earned, and the balance of funds in the account.

(h) Reporting - The PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and, if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee and ii) annually, a written report to the Grantor that is submitted with the Grantee's 4th Quarter Actual Requisition. The Grantee shall provide the Grantor copies of the quarterly report at the request of the Grantor. The reports shall contain the following information:

(i) A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;

(ii) A summary and analysis of the activities monitored pursuant to this Accomplishment of the Project section, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;

(iii) A summary and analysis of public transportation complaints and, if applicable, the satisfaction of any entity receiving service from the Grantee or its operator pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;

(iv) For the annual report to the Grantor, an accounting of all PTA transactions during the Term of the Agreement and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and

(v) Any additional information requested by the Grantor.

ARTICLE LIII
LABOR LAW COMPLIANCE

53.1. Standard Public Transportation Employee Protective Arrangements - To the extent that FTA determines that public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Grant and to meet the

employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee's Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL's certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3007 of FAST Act , for projects for nonurbanized areas authorized by 49 U.S.C. § 5311, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, and as amended by § 3007 of FAST Act, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.

53.2. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas - If the grant involves transit operations financed in whole or in part with 49 U.S.C. § 5311 federal assistance, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor and the procedures implemented by U.S. DOL Guidelines in accordance with "Section 5333(b), Federal Transit Law," 29 CFR Part 215, or any revisions thereto.

53.3. Employee Protective Arrangements for Projects Financed by Over-the-Road Bus Accessibility Program - To the extent applicable, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Over-the-Road Bus Accessibility Program agreed to by the U.S. Secretary of Transportation and Labor, and with the U.S. DOT guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any revisions thereto.

53.4 The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements incorporated herein by reference and on file with the Grantor.

ARTICLE LIV
CONTINUANCE OF SERVICE

54.1. The Grantee agrees to use its best efforts to continue to provide, either directly, through a service agreement, intergovernmental agreement, or by contract, as the case may be, the public transportation services described in the Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions, and the approval of the Grantor. Unless otherwise approved by the Grantor in writing, at least thirty (30) days prior to (a) any proposed reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Grantor, whichever comes first, the Grantee shall give written notice of the proposed action to all units of local government within the Grantee's service area. The Grantee shall give written notice of the proposed reduction or termination of service to the Grantor, detailing the services that are proposed for reduction or termination. The Grantor shall approve or disapprove the proposed reduction or termination prior to the expiration of the notice period.

ARTICLE LV
REAL PROPERTY, EQUIPMENT AND SUPPLIES

55.1. The Grantee acknowledges that the federal government retains an interest in Project Facilities until, and to the extent, that the federal government relinquishes its interest in such Project Facilities. Unless otherwise approved by the Grantor in writing, the following conditions apply to real property, equipment and supplies financed or paid for with funds paid to the Grantee under this Agreement.

(a) Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Grantor. Should the Grantee unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Grantor may require the Grantee to return the entire amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project. The Grantee further agrees to notify the Grantor within 30 calendar days from the date any Project Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

(b) The Grantee shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to the Grantor upon request such information as the Grantor may require in order to assure compliance with this Real Property, Equipment and Supplies section, and the Grantee shall immediately notify the Grantor in all cases where Project Facilities are used in a manner substantially different from that described in the Grantee's final, approved application. The Grantee shall maintain in amount(s) and form satisfactory to the Grantor, such insurance or self-insurance as will be adequate to protect Project Facilities throughout the period of required use. The cost of such insurance shall not be an item of eligible cost under this Agreement. The Grantee shall also submit, from time to time, to the Grantor upon request, a certification that the Project Facilities are still being used in accordance with the terms of this Agreement and further certify that no part of the local contribution to the cost of the Project has been refunded or reduced.

55.2. Maintenance - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Grantor, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Grantor), including, but not limited to "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan, which includes pre-trip inspections, a preventative maintenance program, and documentation of routine maintenance and repairs. For fixed facilities, the Grantee shall establish and follow a written maintenance plan and document any maintenance and repairs performed. The Grantor and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Real Property, Equipment and Supplies section. The Grantor reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities.

55.3. If, at any time during the useful life of the Project Facilities, any of the Project Facilities are not used for the purposes specified in this Agreement, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify and receive approval from the Grantor prior to disposing of such Project Facilities. Any such disposition shall be in accordance with Grantor procedures and this Agreement.

55.4. Transfer of Project Facilities

(a) Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Grantor (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(h)(1) through 5334(h)(3).
(b) Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Grantor. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set

forth by 49 CFR Parts 18.31 and 18.32.

55.6. Withdrawn Property - If any Project Facilities are not used in public transit service for the duration of their useful life as determined by the Grantor, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Grantor thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.

(a) Federal and/or State Interest in Property - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Grantor the Government interest in the fair market value, if any, of the Project Facility or any item of the Project Facilities whose unit value exceeds $5,000, at the option of the Grantor. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.

(b) Fair Market Value - The following requirements apply to the calculation of fair market value:

(c) Project Facilities - Unless otherwise approved in writing by the Grantor, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Grantor irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Grantor with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.

(d) Exceptional Circumstances - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable method of determining fair market value, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular Project Facilities that, for any reason, have been withdrawn from service.

55.7. Disposition of Property - After the end of its useful life, if any Project Facility funded through this Agreement is planned to be disposed of, the Grantee shall notify the Grantor thereof not later than 30 days prior to its planned disposition.

55.8. Misused or Damaged Property - If damage to any Project Facilities results from abuse, neglect, or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition, at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.

55.9. Obligations After Project Close-Out - A Grantee that is a governmental entity agrees that project close- out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts

18.31 and 18.32.

55.10. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:

(a) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any of the Project Facilities; or

(b) Obligating itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.

55.11. Insurance Proceeds - If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Facilities, the Grantee agrees to (i) apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Facilities, (ii) apply such insurance proceeds towards the Project, if agreed to in writing by the Grantor, or (iii) return to the Grantor an amount equal to the remaining Government interest in the damaged or destroyed Project Facilities.

ARTICLE LVI
PROCUREMENT

56.1. Contracts – Unless directed otherwise by the Grantor in writing, the Grantee must provide the Grantor notice of at least ten (10) business days before executing or obligating itself to any contract funded with assistance provided through this Agreement for goods and property costing between $300 and $5,000 and any contract funded with assistance provided through this Agreement for services below $100,000. All contracts funded with assistance provided through this Agreement for services for $100,000 or more must be approved by the Grantor prior to the Grantees bid solicitation, executing, or obligating itself to such contract. Failure to notify the Grantor may result in the expense being deemed an ineligible cost pursuant to this Agreement. Any such contract or subcontract shall contain all of the required contract clauses, if any, provided pursuant to this Agreement, and conform to the most recent requirements of FTA 4220.1E “Third Party Contracting Guidance” and “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Grantor approval in writing.

56.2 Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. Section 5323(h).

56.3. Award to Other Than the Lowest Bidder - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest responsive responsible bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementary regulations that FTA may issue.

56.4. Award to Responsive and Responsible Contractors - In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third party contracts only to those contractors possessing the ability to successfully perform under

the terms of the proposed procurement. Before awarding a third-party contract, the Grantee agrees to consider:

(a) The third-party contractor's integrity;

(b) The third-party contractor's compliance with public policy;

(c) The third-party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and

(d) The third-party contractor's financial and technical resources.

56.5. Force Account - FTA and the Grantor reserve the right to refuse or limit their participation in force account costs.

56.6. Capital Leases - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.

56.7. Buy America - Each third-party contract utilizing FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below). The Grantee will incorporate the provisions of the Buy America Certification as a part of every relevant third-party contract.

56.8. Cargo Preference - Use of United States Flag Vessels - The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.

56.9. Preference for Recycled Products - To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 45 CFR Part 74.16 codified at 42 U.S.C. § 6962.

56.10. Bus Testing - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 CFR Part 665, and any amendments to those regulations that may be promulgated.

56.11. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Grantor and FTA.

56.12. Third Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Grantor of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Grantor before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive

FTA's or the Grantor's immunity to suit.

56.13. Fly America - The Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

56.14. Steel Products – The Grantee shall comply with the applicable provisions of the Steel Products Procurement Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.

56.15. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA
National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives.

56.16. Operating Capital - (Equipment and Supplies between $300 and $5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Grantor's guidelines contained in the Section 5310/5311 State Management Plan and any other policies or procedures which the Grantor may issue from time to time. For the purposes of carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Grantor's Operating Capital guidelines as follows:

(a) Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of $300 or less; require documentation for audit purposes; need not be recorded in the Grantee's Capital Asset Inventory; and do not require prior Grantor concurrence and procurement procedures.

(b) Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between $300 and $5,000; must notify the Grantor before purchase; must be properly documented and recorded in the Grantee's Capital Asset Inventory; and must conform to Grantor specified procurement procedures.

(c) Any equipment or property costing more than $5,000 is deemed a capital purchase and an ineligible cost pursuant to this Agreement. All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5311, 49 U.S.C. Section 5311 (formerly Section 18) transit purposes. The Grantee may use only up to 5% of its Section 5311 operating funds to fund the 50% share of Operating Capital costs for equipment and property between $300 and $5,000.

56.17. Operating Capital Obligations, Expenditures and Control - To be eligible for reimbursement under this Agreement, eligible Operating Capital costs must be incurred during the fiscal year governed by this Agreement. Costs shall be considered incurred if the Grantee has obligated the funds by entering into a third-party agreement or completed a force account activity within the fiscal year governed by this Agreement. The Grantee shall maintain ownership of any capital asset purchased even if the user of the asset is an operating entity other than the Grantee. The Grantee must notify the Grantor (and provide supporting documentation satisfactory to the Grantor) at the time obligations are made and prior to payment to a vendor or contractor.

ARTICLE LVII

ACCOUNTING, RECORDS, AND ACCESS

57.1. Public Transportation Account – The Grantee shall establish and maintain a separate account(s), for the Project (hereinafter referred to as a "Public Transportation Account" or a "PTA") in conformity with requirements established by the Grantor. The account(s) shall be in a federally insured bank or trust company.

57.2. Funds Received or Made Available for the Project – The Grantee shall only deposit the following in the PTA: all Grant payments received by it from the Grantor pursuant to this Agreement, and all other funds provided for or otherwise received by the Grantee or its public transportation operator(s) on account of the Project and Project Facilities (hereinafter collectively referred to as "Project Funds"). Examples of such types of funds include, but are not limited to, local contribution, revenue from service contracts, etc. All deposits and withdrawals made from the PTA shall be documented on forms provided by the Grantor.

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

All Project Funds held by the Grantee shall draw interest and the amount of such interest earned shall be reported to the Grantor in the annual PTA report. Such interest shall be applied to the Project Cost as directed by the Grantor.

Project Funds may only be used for the following expenses:

(a) Eligible costs; and

(b) Operating expenditures directly related to the Project, pursuant to Grantor procedures.

57.3. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Grantor.

57.4. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Public Transit Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.

57.5. Audit and Inspection - Pursuant to "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, the Grantee shall permit, and shall require its contractors to permit, the Grantor or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board. The Grantor may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles.

The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may

be used for settlement of the grant and Project closeout. The Grantee agrees to comply promptly with recommendations contained in the Grantor's final audit report.

(a) Grantee's Independent Audit - Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Ill. Code tit. 92, § 651.403. The standards for selection of the auditor and the scope and contents of the audit are contained in Ill. Admin. Code tit. 92, § 651.403; Grantee and its auditor shall become familiar with the pertinent sections of the Illinois Administrative Code and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq.), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Grantor. Grantee's audit must include a schedule of operating revenues and expenses for the participant's grant contract period on forms prescribed by the Grantor. Grantee's independent audit shall be submitted to the Grantor no later than 180 days following the last day of the Term of the Agreement. This deadline may be changed, at the discretion of the Grantor, to accommodate the participant's fiscal year periods or due to unforeseen circumstances.

57.6. Access to Records of Grantees - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations or to assure proper Project management as determined by the Government.

57.7. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Grantor any unexpended balance of the Grant. Prior to close-out, however, the Grantor reserves the right to deobligate unspent funds.

ARTICLE LVIII
PROJECT CLOSEOUT

58.1. Upon the Grantor's receipt of the Grantee's independent audit report of the Project, the Grantor shall perform a review of the Grantee's independent audit to determine whether to approve the independent audit. Once the Grantee's independent audit has been approved by the Grantor, the Grantor shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the Grantee under this Agreement. If the Grantor has made payment to the Grantee in excess of the final total amount determined by the Grantor- approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Grantor. At the discretion of the Grantor, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the Grantor notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Grantor-approved independent audit to the Grantee, or when an appropriate refund of Grant funds, as determined by the Grantor-approved independent audit, has been received from the Grantee and acknowledged by the Grantor. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Grantor.
Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.

ARTICLE LIX

SCHOOL BUS AND CHARTER SERVICES OPERATIONS

59.1. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. Section 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605, and as a condition of receiving grant monies from the Grantor, the Grantee certifies, by signing this Agreement, that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards. If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served thereby and operates a separate and exclusive school bus program for the school system. The Grantee further agrees and certifies that it shall immediately notify the Grantor in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 2705-305(f) after the date of this certification and this Agreement.

59.2. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with this Project shall engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or federal directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification included in the FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section below. If the Grantee or any operator violates the charter or school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.

ARTICLE LX
GRANTEE'S PROGRAM SPECIFIC WARRANTIES

60.1. The Grantee certifies that prior to Grantor execution of this Agreement, the Grantee has provided to the Grantor:

(a) An executed copy of the most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor; and

(b) An executed Section 5333b Special Warranty which is incorporated herein by reference and is on file with the Grantor.

ARTICLE LXI
NOTICE OF CURRENT OR PROSPECTIVE LEGAL MATTERS

61.1 If this agreement, or any subcontract, is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220, the Grantee must promptly notify the Grantor if a current or prospective legal matter emerges that may affect the federal government. The Grantee must include similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier of non-procurement awards of any amount and all lower tiers of procurement transactions expected

to equal or exceed $25,000.

PART THREE ATTACHMENT 1
UNIFORM BUDGET

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TRANSIT DATA MANAGEMENT SYSTEM

Project Budgets

Expense		
Item		**Amount**
5010 Labor		
Operators' Paid Absences		$0.00
Operators' Salaries and Wages		$0.00
Other Paid Absences		$0.00
Other Salaries and Wages		$0.00
	Sub Total:	**$0.00**
5015 Fringe Benefits		
Fringe Benefits		$0.00
	Sub Total:	**$0.00**
5020 Services		
Services		$0.00
	Sub Total:	**$0.00**
5030 Materials and Supplies		
Fuel & Lubricants		$0.00
Other Materials & Supplies		$0.00
Tires & Tubes		$0.00
	Sub Total:	**$0.00**
5040 Utilities		
Utilities		$0.00
	Sub Total:	**$0.00**
5050 Casualty and Liability Costs		
Casualty and Liability Costs		$0.00
	Sub Total:	**$0.00**
5060 Taxes		
Taxes		$0.00
	Sub Total:	**$0.00**
5090 Miscellaneous Expenses		
Miscellaneous Expenses		$0.00
	Sub Total:	**$0.00**
5100 Purchased Transportation Expenses		
Purchased Transportation in Report		$2,027,230.00
	Sub Total:	**$2,027,230.00**

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TRANSIT DATA MANAGEMENT SYSTEM

Project Budgets

517 Debt Service (Urban DOAP Grantees Only)		
Debt Service (Urban DOAP Grantees Only)		$0.00
	Sub Total:	**$0.00**
518 Indirect Costs		
Indirect Costs		$0.00
	Sub Total:	**$0.00**
5210 Interest Expenses		
Interest Expenses		$0.00
	Sub Total:	**$0.00**
5220 Operating Lease Expenses		
Operating Lease Expenses		$0.00
	Sub Total:	**$0.00**
5260 Depreciation		
Depreciation		$0.00
	Sub Total:	**$0.00**

Revenue

Item		Amount
4100 Directly Generated Funds		
Directly Generated Funds		$0.00
	Sub Total:	**$0.00**
4111 Passenger Paid Fares		
Passenger Paid Fares		$129,949.00
	Sub Total:	**$129,949.00**
4112 Organization Paid Fares		
Organization Paid Fares		$0.00
	Sub Total:	**$0.00**
4120 Park and Ride Revenue		
Park and Ride Revenue		$0.00
	Sub Total:	**$0.00**
4130 Non-Public Transportation Revenue		
Non-Public Transportation Revenue		$0.00
	Sub Total:	**$0.00**
4140 Auxiliary Transportation Funds		
Advertising Revenues		$0.00

Project Budgets

Concessions		$0.00
Other Auxiliary Transportation Revenues		$0.00
	Sub Total:	**$0.00**
4150 Other Transportation Revenues		
Other Transportation Revenues		$0.00
	Sub Total:	**$0.00**
4160 Revenues Accrued Through a Purchased Transportation Agreement		
Revenues Accrued Through a Purchased Transportation Agreement		$0.00
	Sub Total:	**$0.00**
4170 Subsidy from Other Sectors of Operations		
Subsidy from Other Sectors of Operations		$0.00
	Sub Total:	**$0.00**
4180 Extroadinary and Special Items		
Extraordinary and Special Items		$0.00
	Sub Total:	**$0.00**
4190 Total Recoveries		
Total Recoveries		$0.00
	Sub Total:	**$0.00**
4200 Directly Generated Dedicated Funds		
Directly Generated Dedicated Funds		$0.00
	Sub Total:	**$0.00**
4240 Fuel Tax		
Fuel Tax		$0.00
	Sub Total:	**$0.00**
4250 Other Tax		
Other Tax		$0.00
	Sub Total:	**$0.00**
4300 Local Government Funds		
Local Government Funds		$0.00
	Sub Total:	**$0.00**
4310 General Revenues of the Local Govt		
General Revenues of the Local Govt		$0.00
	Sub Total:	**$0.00**
4320 Local Funds Dedicated to Transit at their Source		

Project Budgets

Bridge, Tunnel, and Hwy Tolls		$0.00
Fuel Taxes		$0.00
High Occupancy Toll		$0.00
Income Taxes		$0.00
Other Dedicated Funds		$0.00
Other Taxes		$0.00
Property Taxes		$0.00
Sales Tax		$0.00
	Sub Total:	**$0.00**
4390 Other Local Funds		
Other Local Funds		$0.00
	Sub Total:	**$0.00**
4400 State Government Funds		
State Government Funds		$0.00
	Sub Total:	**$0.00**
4410 General Revenues of the State Govt		
General Revenues of the State Govt		$0.00
	Sub Total:	**$0.00**
4420 State Transportation Fund		
State Transportation Fund		$0.00
	Sub Total:	**$0.00**
4430 Extroadinary and Special Items		
Extraordinary and Special Items		$0.00
	Sub Total:	**$0.00**
4500 Federal Funds		
Federal Funds		$0.00
	Sub Total:	**$0.00**
4600 Non-Added Revenues		
Non-Added Revenues		$0.00
	Sub Total:	**$0.00**
4610 Contributed Services		
Contributed Services		$0.00
	Sub Total:	**$0.00**
4630 Sales and Disposal of Assets		

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Project Budgets

Sales and Disposal of Assets	$0.00
Sub Total:	**$0.00**

Total Expenses	**$2,027,230.00**
Total Revenue	**$129,949.00**
Net Project Cost	**$1,897,281.00**

Illinois Department of Transportation

Bucksheet

☐ Under $250,000 ☒ Over $250,000

Priority: **PLEASE RUSH**

Office	District / CO	Bureau
Intermodal Project Implementation	CO	Transit

File Subject	Amount Range
Miscellaneous	

Secretary Explanation

Subject: SFY 2025 Section 5311 and DOAP Program Marks

Project in Relation to: SFY2024 Section 5311 and DOAP

Description of Action: Signature is needed for the Director of the OIPI to execute and amend all 5311 grant agreements between IDOT and sub-recipients for federal funding, as well as State DOAP grant agreements as reflected in the attached document(s).

DBE Goal: None

☐ IL Works ☐ Capitol/Stimulus ☐ Notary Required

☐ FY Deadline Fiscal Year Date:

Consultant Name/Contractor: | Letting Date:

County	District	Job Number	PTB-Item

Amount of Agreement: | Route:

Section	Phase	Contract Number	Agreement Number

State Dollars	Federal Dollars	Local Dollars	Total Dollars

Source of State Fund: | % Reimburse from Feds: %

Remarks:

Illinois Department of Transportation

Memorandum

To:	Omer Osman, Secretary
From:	Jason Osborn, Director of OIPI
By:	Shoun Reese, Deputy Director of Transit David Schafer, Bureau Chief of Transit Operations
Subject:	SFY 2025 Section 5311 and DOAP Program Marks
Date:	June 5, 2024

Background

IDOT's Office of Intermodal Project Implementation (OIPI) is the governor's designated recipient of the Federal Transit Administration's Section 5311 formula funds for public transportation services in rural and small urban areas in Illinois. Historically, grant recipients submit annual applications for funding to the Department, but in the interest of providing funding stability, it is not a competitive process. Instead, the Department funds its approved grantees each year based upon the State's available Section 5311 allocation, taking into account federally required set asides that the Department must maintain for particular program activities.

Annually, OIPI reviews projected Section 5311 expenditures for the next fiscal year and the current federal funding available in order to determine if increases in the grantees' Section 5311 allocation for the next fiscal year are possible. Historically, the increase has been nominal. Increases have occurred in recent years due to a combination of increased available Section 5311 funding and unusual needs like dramatically rising fuel prices or insurance costs.

OIPI's policy is to fund the next fiscal year's Section 5311 Program with any remaining prior Federal Fiscal Year (FFY) funds and the current FFY Section 5311 allocation. The next FFY allocation is approved 6 months into our next program year which is based on our State Fiscal Year (SFY). Section 5311 funds may be subject to multiple funding releases over the course of a single SFY. Due to the increased Section 5311 the State is set to receive this year, OIPI is providing a 10% one year increase.

Downstate Operating Assistance Program (DOAP) Transportation funds are provided by statute each fiscal year under the Downstate Public Transportation Act (State Statute: 30 ILCS 740/2). The DOAP program was established by the Illinois General Assembly to provide operating funds to assist in the development and provision of public transportation services downstate (i.e. outside of the Northeastern Illinois area). Each eligible participant receives an

annual line item appropriation that is set by a formula contained within the Act and reimburses grantees the lessor of 65% of eligible expenses, their operating deficit or their appropriation amount (refer to Table 1, attached). After the final operating assistance payments are made, remaining unexpended appropriations lapse and a percentage of the are transferred to the Downstate Transit Improvement Fund.

SFY2025 Staff Program Recommendation

Staff recommends the following:

1. Due to the increased federal funding that has been authorized by the Infrastructure Investment and Jobs Act (IIJA), OIPI proposes the SFY25 Section 5311 sub-recipient funding allocations for the Department's transit operating grants be increased from their base funding by 10% for one year only. The SFY25 5311 funding amounts and the DOAP funding amounts are shown in Table 1 (attached).
2. Indicate approval of the proposed funding levels and program marks by signing and dating on the appropriate line below and signing and dating CAF-2 (attached).
    a. Authorized signatures on this Approval Memo and the Secretary's signature on the attached Contract Approval Form will allow the Director of OIPI to delegate his signature for execution and amendment of the 5311 and DOAP grant agreements between the Department and its eligible recipients, pursuant to Departmental Order 2-2.

DocuSigned by:
Holly Bieneman
9BD3079B18274E1...
Holly Bieneman, Director, Office of Planning and Programming — 6/21/2024 | 10:01 AM CDT Date

DocuSigned by:
Jason Osborn
14AFF2C29284496...
Jason Osborn, Director, Office of Intermodal Project Implementation — 6/10/2024 | 6:35 AM CDT Date

DocuSigned by:
Vicki Wilson
DB47989DCDEC4E2...
Vicki Wilson, Chief Financial Officer — 6/28/2024 | 5:06 PM CDT Date

DocuSigned by:
Michael Prater
89F32C4E4ED7410...
Mike Prater, Chief Counsel — 6/27/2024 | 2:16 PM CDT Date

(Approved as to form)

DocuSigned by:
Omer Osman
E526068D5731475...
Omer Osman, Secretary — 6/28/2024 | 5:08 PM CDT Date

Illinois Department of Transportation

Contract Approval Form

TO: Omer Osman, Secretary

FROM: Jason Osborn, Director, Office of Intermodal Project Implementation

SUBJECT: SFY 2025 Section 5311 and Downstate Operating Assistance Program Awards (CAF-2)

DATE: June 5, 2024

Authorization is requested for the Director of the Office of Intermodal Project Implementation to execute and amend all 5311 grant agreements between IDOT and sub-recipients for federal funding, as well as state of Illinois funded Downstate Operating Assistance Program grant agreements as reflected below and awarded.

				Funding $(000)			
Grantee	Grantor	Location	Description	Federal	State	Local	Total
5311 Recipients	IDOT	Downstate	SFY2025 5311 Federal Operating and Administrative Assistance and Intercity Bus	$15,296,573	N/A	N/A	$15,296,573
DOAP Recipients	IDOT	Downstate	SFY2025 Downstate Operating Assistance Program Funds	N/A	$458,027,618*	N/A	$15,296,573*
Total				$15,296,573	$458,027,618*		$473,324,191

I delegate my signature to the Director of the Office of Intermodal Project Implementation for the execution of all grant agreements described above.
***Downstate Operating Assistance Program (DOAP) Funds are based on the appropriations listed in the SFY24 State Budget. IDOT may initially contract for amounts less than a grantee's full appropriation based on the grantee's application.**

DocuSigned by:
E526068D5731475...

Omer Osman,
Secretary of Transportation

6/28/2024 | 5:08 PM CDT
Date

TABLE 1

SFY25 Earmarks

Transit Federal and State Operating Assistance Funding Projection

(Federal 5311 - Includes a 10% one year special increase)

(State based on Governor's Proposed Budget over SFY25 Appropriations)

	FEDERAL 5311 SFY25 TOTAL PROGRAM	STATE GOMB Approved SFY25 DOAP
OPERATING/ADMIN ASSISTANCE		
SMALL URBAN AND RURAL TRANSIT OPERATING AND ADMIN ASSISTANCE		
BOND COUNTY	**$75,174**	**$740,850**
BOONE COUNTY	**$104,419**	**$235,700**
BUREAU / PUTNAM COUNTY	**$224,837**	**$1,392,900**
CARROLL COUNTY	**$55,652**	**$542,401**
CHAMPAIGN COUNTY	**$177,721**	**$1,125,600**
COLES COUNTY	**$226,255**	**$1,030,370**
CRIS RURAL MTD	**$165,197**	**$1,581,360**
DANVILLE, CITY OF	**$0**	**$4,866,400**
DEKALB COUNTY	**$450,695**	**$1,284,000**
DOUGLAS COUNTY	**$66,021**	**$209,200**
EFFINGHAM COUNTY	**$109,161**	**$707,300**
FREEPORT, CITY OF	**$198,017**	**$1,631,900**
FULTON COUNTY	**$121,861**	**$471,600**
GALESBURG, CITY OF	**$351,507**	**$3,041,600**
GREATER PEORIA MASS TRANSIT DISTRICT	**$170,643**	**$0**
GRUNDY COUNTY	**$114,899**	**$834,600**
HANCOCK COUNTY	**$64,104**	**$342,100**
HENRY COUNTY	**$146,521**	**$718,400**
JACKSON COUNTY MTD	**$552,618**	**$1,003,695**
JERSEY COUNTY	**$132,256**	**$637,680**
JO DAVIESS COUNTY	**$210,066**	**$983,500**
KANKAKEE COUNTY	**$192,536**	**$1,279,000**
KENDALL COUNTY	**$64,193**	**$3,060,100**
LOGAN & MASON COUNTIES	**$150,441**	**$754,600**
MACOMB, CITY OF	**$478,401**	**$4,199,000**
MACOUPIN COUNTY	**$156,169**	**$1,027,080**
MARSHALL/STARK	**$91,667**	**$259,270**
MCLEAN CTY	**$574,194**	**$2,926,800**
MONROE-RANDOLPH MTD	**$170,279**	**$1,728,100**
OTTAWA, CITY OF(LASALLE CTY)	**$355,254**	**$1,886,300**
PIATT COUNTY	**$94,290**	**$856,800**
QUINCY, CITY OF	**$693,292**	**$6,689,900**
REAGAN MASS TRANSIT DISTRICT	**$2,313,056**	**$1,867,008**
RIDES MTD	**$2,427,390**	**$14,351,590**
ROCK ISLAND & MERCER COUNTY	**$110,072**	**$596,420**
SANGAMON/MENARD COUNTY	**$152,586**	**$779,500**
SHAWNEE MTD	**$435,803**	**$3,869,500**
SHELBY COUNTY	**$453,953**	**$1,697,700**
SOUTH CENTRAL MTD	**$1,241,877**	**$10,168,400**
TAZEWELL COUNTY	**$309,215**	**$1,317,700**
WARREN COUNTY	**$292,175**	**$527,076**
WEST CENTRAL MTD	**$285,046**	**$2,272,500**
WHITESIDE COUNTY	**$193,234**	**$1,167,300**
WINNEBAGO COUNTY	**$207,684**	**$798,728**
WOODFORD COUNTY	**$136,144**	**$578,500**
Subtotal-Small Urban and Rural Operating Assistance Program	***$15,296,573***	***$88,040,028***

URBANIZED AREA OPERATING ASSISTANCE PROGRAM (STATE ONLY)	FEDERAL	STATE
(Federal Assistance to Urbanized Areas does not pass through the Department)	5311 TOTAL	Govs. Anticipated Bud. SFY25 DOAP
BLOOMINGTON-NORMAL PTS		$15,279,600
CHAMPAIGN-URBANA MTD		$53,524,700
DECATUR, CITY OF		$13,379,000
DEKALB, CITY OF		$6,911,080
GREATER PEORIA MTD(W SVC. TO PEKIN AND PEORIA COUNTY)		$42,340,700
MADISON COUNTY MTD		$39,701,100
RIVER VALLEY METRO MTD		$8,976,800
ROCK ISLAND COUNTY METRO MTD		$33,749,300
ROCKFORD MTD		$28,012,500
SPRINGFIELD MTD		$27,241,500
ST. CLAIR COUNTY TD		$99,636,700
STATELINE MTD		$1,234,610
Subtotal-Urbanized Area Operating Assistance Program	*$0*	*$369,987,590*
Total-Federal and State Operating Assistance Program	*$15,296,573*	*$458,027,618*

Intercity Bus Program (Included in 5311 Apportionment)	SFY25 Awards
REAGAN MASS TRANSIT DISTRICT	$ 2,029,606
RIDES	$977,572
SHAWNEE MTD	$30,870
SOUTH CENTRAL MTD	$437,608
	$3,475,656

	FEDERAL 5311 TOTAL	SFY25 DOAP
TOTAL OPERATING SECTION GRANTS	*$15,296,573*	$458,027,618

$473,324,191

E-24-103

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Grant Agreement between the State of Illinois, Illinois Department of Transportation and the County of Tazewell; and

WHEREAS, the Agreement number: CAP-22-1196-ILL shall be in effect from 4/29/2024 through 9/30/2026; and

WHEREAS, the grant funds will be used towards the purchase of paratransit buses.

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

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

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

Illinois Department of Transportation

Bucksheet

Reset Form

☒ Under $250,000 ☐ Over $250,000

Priority: **Normal**

Office	District / CO	Bureau
Intermodal Project Implementation		Transit

File Subject	Amount Range
Agreements	State Funded Grants

Secretary Explanation

Subject: Downstate Mass Transportation Capital Improvement Fund (CIF)

Project in Relation to: Round III - PayGo Capital Grants

Description of Action: Executive Signatures for Execution

DBE Goal: None

☐ IL Works ☒ Capitol/Stimulus ☐ Notary Required

☐ FY Deadline Fiscal Year Date

Consultant Name/Contractor	Letting Date
County of Tazewell	

County	District	Job Number	PTB-Item
Various	Various	n/a	n/a

Amount of Agreement	Route
189891.00	n/a

Section	Phase	Contract Number	Agreement Number
n/a	n/a	n/a	CAP-22-1196-ILL

State Dollars	Federal Dollars	Local Dollars	Total Dollars
189891.00	0.00	0.00	189891.00

Source of State Fund	% Reimburse from Feds
Bond Funded	0.00 %

Remarks: For questions, please contact Carissa Calloway.

GRANT AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

County of Tazewell

The Illinois Department of Transportation (Grantor) with its principal office at 2300 South Dirksen Parkway, Springfield IL 62764, and County of Tazewell (Grantee) with its principal office at 11 S. 4th Street,4th Floor,Pekin,Illinois,61554, and payment address (if different than principal office) at n/a hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 071430805 is Grantee's correct DUNS Number, that C121C5LKZU91 is Grantee's correct UEI, if applicable, that 37-6002171 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation (includes Not for Profit)
- ☐ Medical Corporation
- ☒ Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy-Non Corporate
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ P = partnership
  - ☐ C = corporation

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) [X] shall not exceed or [ ] are estimated to be

$189,891.00 , of which are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is , the federal awarding agency is Illinios Department Of Transportation , and the federal award date is . If applicable, the Assistance Listing Program Title is , and Assistance Listing Number is . The Catalog of State Financial Assistance (CSFA) Number is 494-80-2190. The State Award Identification Number is .

1.4 Term. This Agreement shall be effective 4/29/2024 and shall expire on 9/30/2026 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

☒ Check if under $250,000. If under $250,000 the Secretary's signature may be delegated.

ILLINOIS DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Omer Osman by Jason Osborn 14AFF2C29284496...

Signature of Omer Osman, P.E., Secretary

By: _____

Signature of Designee

Date: 4/26/2024 | 8:43 AM CDT

Printed Name: Jason Osborn

Printed Title: Director, OIPI

Designee

By: DocuSigned by: Jason Osborn 14AFF2C29284496...

Signature of Jason Osborn, Director, OIPI

By: _____

Signature of Designee

Date: 4/26/2024 | 8:39 AM CDT

Printed Name: Jason Osborn

Printed Title: Director, OIPI

Designee

By: _____

Signature of Second Other Approver's Name and Title

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

County of Tazewell

By: DocuSigned by: 49BF72463D4A4FD...

Signature of Authorized Representative

Date: 4/21/2024 | 3:01 AM EDT

Printed Name: David Zimmerman

Printed Title: County Board Chairman

Email: dzimmerman@tazewell-il.gov

ARTICLE II
REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5 Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

2.6 The Grant Accountability and Transparency Act (30 ILCS 708/45) shall apply to this Grant Agreement unless and until this Award is explicitly exempted through an amendment or repeal of 30 ILCS 708/45. In the event this Grant Agreement is exempted from GATA, all references to GATA requirements shall be considered stricken. Grantee shall comply with all GATA requirements that apply prior to the effective date of any exemption. Notwithstanding any repeal of 30 ILCS 708/45, Grantee shall continue to comply with all Federal requirements including 2 CFR Part 200 as applicable.

ARTICLE III
DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Assistance Listings" has the same meaning as in 2 CFR 200.1.

"Assistance Listing Number" has the same meaning as in 2 CFR 200.1

"Assistance Listing Program Title" has the same meaning as in 2 CFR 200.1.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget Period" has the same meaning as in 2 CFR 200.1.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Consolidated Year-End Financial Report" or "CYEFR" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"DUNS Number" means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"Generally Accepted Accounting Principles" or "GAAP" has the same meaning as in 2 CFR 200.1.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Improper Payment" has the same meaning as in 2 CFR 200.1.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 2 CFR 200.1.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 2 CFR 200.1.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee or to subrecipients by SAM.

ARTICLE IV
PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5 Payments to Third Parties. Grantee agrees to hold harmless Grantor when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or. to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8 Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** , **PART THREE, or Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditures described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. *See* 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2 Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3 Discretionary and Non-discretionary Line Item Transfers. Discretionary and non-discretionary line item transfers may only be made in accordance with 2 CFR 200.308 and 44 Ill. Admin. Code 7000.370. Neither discretionary nor non-discretionary line item transfers may result in an increase to the total amount of Grant Funds in the Budget unless Prior Approval is obtained from Grantor.

6.4 Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1 Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2 Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award.. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments.
(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education.
(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

(d) A Grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4 Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6 Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 subpart E, Appendix V, and Appendix VII.

7.7 Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state-and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200. 430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the

contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 Federal Requirements. All Awards, whether funded in whole or in part with either federal or state funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10 Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.11 Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
REQUIRED CERTIFICATIONS

8.1 Certifications. Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery**. Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging**. Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State**. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan**. Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott**. Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees**. Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act**. Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place**. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law**. Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act**. Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment**. Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the state (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension**. Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works**. Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act**. Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions**. Grantee certifies that neither it nor any officer, director, partner or other managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(r) **Forced Labor Act**. Grantee certifies that it complies with the State Prohibition of Goods from Forced

Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).(q) **Illinois Use Tax**. Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Environmental Protection Act Violations**. Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(t) **Goods from Child Labor Act**. Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(u) **Federal Funding Accountability and Transparency Act of 2006**. Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(v) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX
CRIMINAL DISCLOSURE

9.1 Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either state or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1 Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI
LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334 or 44 Ill. Admin. Code 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as

described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. *See* 2 CFR 200.329 and 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.348; 44 Ill. Admin. Code 7000.440(b)

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G.** Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension

of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c) all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. *See* 2 CFR 200.301 and 200.210.

ARTICLE XV
AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. *See* 30 ILCS 708/65(c.);44 Ill.Admin.Code 7000.90.

15.2 Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.1 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3 Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit, 44 Ill.Admin.Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's

report(s) or (ii) nine (9) months after the end of the Grantee's audit period.(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends $300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4 "For-Profit" Entities.

(a) This paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards) from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards and state Awards, singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois oraccordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and anyrelated documents.

15.6 Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A**, **PART TWO** or **PART THREE**; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with the U.S. Constitution applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non- compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII
NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management, or address. *See* 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTRUCTION OF BOARD MEMBERSHIP

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106, 447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee must use equipment, material or real property in the program or project for which it was acquired, and is prohibited from encumbering the equipment, material, or real property without prior approval of the Grantor. Grantee must receive written approval from the Grantor prior to selling, transferring, or otherwise disposing of said equipment, material, or real property no longer used in the program or project for which it was acquired, or at any time during or after the conclusion of the Grant Term. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310 -200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Any equipment acquired using Grant Funds must comply with the requirements of 2 CFR 200.313. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts

Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5 Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from

Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1 Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV
LAWSUITS AND INDEMNIFICATON

25.1 Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the state of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all

liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

ARTICLE XXVI
MISCELLANEOUS

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this

Agreement. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rules shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect; (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A
PROJECT DESCRIPTION

CSFA Number	NOSA/SAIN Number	GATA Registration Number
494-80-2190		679207

The Grantee is undertaking a mass transportation capital project (the “Project”) as described in the Grantee’s final approved application which is incorporated herein by reference and is on file with the Grantor.

The Grantee has made application to the Grantor for state funding for the Project in accordance with one or both of the Acts and pursuant to procedures established by the Grantor. The Grantee's final application, including subsequent submittals, information, and documentation as provided by the Grantee in support thereof, has been approved by the Grantor.

The Grantee agrees to undertake and complete the Project and to provide for the use of Project Facilities, in the manner set forth in the Grantee's final application, for the amounts set forth in the approved Uniform Budget, a copy of which is attached hereto and incorporated herein as Part Three Attachment 2, and in accordance with the requirements of this Agreement and all applicable laws. The Project, which is more particularly described in the plans, specifications and schedules set forth in the Grantee's final approved application, is generally described as:

1. Vehicle Replacement

EXHIBIT B
DELIVERABLES OR MILESTONES

A. Within thirty (30) days after award of any third-party contract, the Grantee shall submit a copy of the executed contract and related documents as required by Grantor guidelines or when otherwise requested by the Grantor.

B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advanced is requested.

C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.

D. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter 1, Subchapter h, Part 653.

E. The grantee shall notify the Grantor immediately when all project activities have been completed and all project costs incurred. The Grantor will then initiate final financial settlement of the project. Project settlement usually includes:
   - on-site inspection of the project by a Grantor representative, where appropriate;
   - final financial audit of the books and accounts by the State of Illinois and settlement of any audit findings;
   - the submission of a list of equipment purchased for the project, identified individually by serial number or other distinguishing designation;
   - the submission of a final requisition covering payment of the balance of the allowable stat grant, or a check payable to the Grantor for the full amount of any overpayment of State grant funds; and
   - notification by the Grantor that final financial settlement has been reached.

EXHIBIT C
PAYMENT

Grantee shall receive $189,891.00 under this agreement.

Enter specific terms of agreement here:

A. Requests for payment by the Grantee. The Grantee must submit written requisitions for reimbursement of the State share of eligible costs, and the Grantor will honor any properly submitted requests in the manner set forth in this Exhibit C. In order to receive grant payments pursuant to this Agreement, the Grantee must:

(1) complete, execute and submit to the Grantor requisition forms supplied by the Department in accordance with the instructions contained therein;

(2) submit to the Grantor an explanation of the purposes for which costs have been incurred to date are or are reasonably expected to be incurred within the requisition period (not more than 30 days after the date of submission or as otherwise authorized by the Grantor), and vouchers, invoices, or other documentation satisfactory to the Department to substantiate these costs;

(3) where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with the Grantor payments and any applicable federal payments, to cover all costs to be incurred through the end of the requisition period;

(4) have submitted all financial and progress reports currently required by the Grantor; and

(5) have received approval by the Grantor for all budget revisions required to cover all costs to be incurred through the end of the requisition period.

B. Payment by the Grantor. Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of a completed requisition form and the accompanying information in a form acceptable to the Grantor, the Grantor shall process the requisition, provided the Grantee is complying with its obligations pursuant to this Agreement, has satisfied the Grantor of its need for the State funds requested during the requisition period, and is making progress, satisfactory to the Grantor, towards the timely completion of the Project. If all of these circumstances are found to exist, the Grantor shall reimburse apparent allowable costs incurred by the Grantee or reasonably expected to be incurred during the requisition period, from time to time, but not in excess of the maximum amount of the State share as shown in the approved Uniform Budget. Requisitions shall be submitted monthly or more frequently as agreed to by the Department

C. Final determination of cost eligibility. Reimbursement of any cost pursuant to this Exhibit C shall not constitute a final determination by the Grantor of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Grantor will make a final determination as to the allowability only after a final audit of the Project has been conducted.

D. Ineligibility of Grantee. In the event that the Grantor determines that the Grantee is not currently eligible to receive any or all of the State funds requested, it shall promptly notify the Grantee, stating the reasons for such determination.

E. Disallowed Costs. In determining the amount of the Grant, the Grantor will exclude: (i) all Project costs incurred by the Grantee prior to the date of this Agreement, or other date specifically authorized by the Grantor,

whichever is earlier; (ii) costs incurred by the Grantee which are not provided for in the latest approved Uniform Budget for the Project; and (iii) except as otherwise provided in Grantor guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Grantor. Costs of construction performed by employees of the Grantee will also be disallowed as eligible Project costs unless the use of such employees is specifically approved in advance by the Grantor.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Nicolas Haddad
Title: Section Chief
Address 69 W Washington St, Chicago, IL 60602
Phone: 3127933960
TTY#:
Fax#: 3127931251
E-mail Address: Nicholas.Haddad@Illinois.gov

GRANTEE CONTACT

Name: Dawn Cook
Title: Director
Address 11 S 4th Street, 4th FL, Pekin, IL 6155
Phone: 3099252271
TTY#:
Fax#:
E-mail Address: dcook@tazewell.com

Additional Information:

EXHIBIT E
PERFORMANCE MEASURES

The Grantee should:

1) Submit accurate and timely reports required by this program.
A. Progress towards DBE goal attainment (Quarterly) including a report on each active contract (report to include awardee, award amount, DBE goal, DBE percent attained on the contract to date, and DBE contract value to date).

2) Submit timely corrective action plans with regard to program operations when directed by the Grantor, the Grantor's consultants and/or vendors resulting from:

A. Financial Management Reviews;
B. Compliance Reviews;
C. Audits;
D. Grantor policy changes;
E. Public Complaint Process;
F. and/or as directed by the Grantor to remain in compliance with grant requirements.

3) Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.

EXHIBIT F
PERFORMANCE STANDARDS

Performance Standards shall include:

1) Timely and 100% accuracy in quarterly and year end reports as described in Exhibits B and C.

2) Timeliness of corrective actions will be determined on a case by basis dependent on the urgency to which an issues needs to be addressed. This may be determined by the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

3) No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licenced certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.

4) The Grantee agrees to give full opportunity for free, open and competitive bidding for each contract to be let by the Grantee calling for the construction or furnishing of any materials, supplies, or equipment to be paid for with Project Funds, and the Grantee shall give such publicity in its advertisements or calls for bids for each such contract as will provide adequate competition.

For all requests subject to competitive bidding, the Grantee is required to follow all pre-bid and preaward procedures that are established in the Grantor's Capital Improvements Grants Manual.

EXHIBIT G
FY23 - SPECIFIC CONDITIONS

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

The Grant Accountability and Transparency Act (30 ILCS 708/45) statute and regulations do not apply to this Grant Agreement. Any and all references to the statute and/ or regulations are not applicable to this Grant Agreement. Grantee shall continue to comply with all Federal requirements including 2 CFR Part 200, as applicable.

PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

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

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

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than $10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at $250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for $250,000 or

more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at $10,000 (or $2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at $100,000.00 and $100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for $50,000.00 or more for goods and services and $20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than $20,000.00, the Grantee shall comply with the following procurement standards:

($1- $1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

($2,000- $4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

($5,000- $9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

($10,000-$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email ALL identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file (Quarterly) BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the (4/29/2024) effective date of the Agreement. (Quarterly) reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending November 30th (Grantee’s Fiscal Year End Date).

A BoBS 2832 report marked as “Final Report” must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.
The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.
The Grantee must submit the following other required reports: Please specify
In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

Renewal. This agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

PART THREE - THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this project:

Grantee certifies that it shall adhere to the applicable requirements contained within the IDOT Transit Capital Grants Manual (current version), which are incorporated herein by reference.

Grantee shall include DBE goals on all contracts as requested by the Grantor. Grantee must contact the Grantor's DBE/EEO Contract Compliance Manager for DBE requirements. The Grantor reserves the right to withhold concurrence and/or reimbursement if a DBE goal is not included or is not satisfactory. Grantee shall report progress towards DBE goal attainment on the quarterly report (BOBS 2832).

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For grants with an estimated total project cost of $500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department of Commerce and Economic Opportunity a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

Security Interests. The Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a State or Federal award and that use and disposition conditions apply to the property. The Grantee shall provide any requested information and/or executed documentation required to effectuate any liens or other security interests required by the Grantor.

Notice of current or prospective legal matters. If this agreement, or any subcontract, is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220, the Grantee must promptly notify the Grantor if a current or prospective legal matter emerges that may affect the Grantor or the federal government. The Grantee must include similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier of nonprocurement awards of any amount and all lower tiers of procurement transactions expected to equal or exceed $25,000.

BlackCat®
TRANSIT DATA MANAGEMENT SYSTEM

Project Budgets

Expense	
Item	**Amount**
Capital Expenses	
Building/Land Purchase	$0.00
Construction	$0.00
Construction Management/Oversight	$0.00
Demolition and Removal	$0.00
Design/Engineering	$0.00
Equipment	$189,891.00
Equipment/Materials/Labor	$0.00
Excavation/Site Prep/Demo	$0.00
Grant Exclusive Line Item(s)	$0.00
Mechanical System	$0.00
Other Construction Expenses	$0.00
Paving/Concrete/Masonry	$0.00
Plumbing	$0.00
Site Work	$0.00
Total Indirect Costs	$0.00
Wiring/Electrical	$0.00
Sub Total:	**$189,891.00**

Revenue	
Item	**Amount**
Revenues	
Revenues	$0.00
Sub Total:	**$0.00**

Total Expenses	**$189,891.00**
Total Revenue	**$0.00**
Net Project Cost	**$189,891.00**

E-24-104

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following ORDINANCE and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to adopt the attached Ordinance fixing the budget and making appropriations for the Heritage Lake Subdivision Special Service Area for the fiscal year ending November 30, 2025.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Highway Department, the Treasurer, Attorney Bob Brown, and the Auditor of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

ORDINANCE NO. E-24- 104

AN ORDINANCE FIXING THE BUDGET
AND MAKING APPROPRIATIONS FOR THE
HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA
FOR THE FISCAL YEAR ENDING NOVEMBER 30, 2025

WHEREAS, the Heritage Lake Subdivision Special Service Area (the "SSA") has been created by an ordinance entitled:

> "AN ORDINANCE CONCERNING THE ESTABLISHMENT OF HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA, OF THE COUNTY OF TAZEWELL, ILLINOIS"

adopted September 27, 2017, and effective as of September 27, 2017, no petition having been filed opposing the creation of the Special Service Area pursuant to 35 ILCS 200/27-55, as amended by an ordinance entitled:

> "AN ORDINANCE AMENDING ORDINANCE NO. E-17-111 CREATING THE HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA, OF THE COUNTY OF TAZEWELL, ILLINOIS"

adopted October 25, 2017, and effective as of October 25, 2017; and

WHEREAS, the SSA consists of the territory described in the ordinance aforesaid; and

WHEREAS, the County of Tazewell is now authorized to issue bonds and levy taxes for Special Services in said SSA.

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Tazewell and State of Illinois as follows:

SECTION 1: That the following Budget containing an estimate of revenues available and expenditures and the appropriations contained therein be and the same hereby is adopted as the Budget and Appropriations of said Heritage Lake Subdivision Special Service Area for this fiscal year; and the following sums of money, or as much thereof as may be authorized by law; is hereby appropriated to defray the necessary expenses and liabilities of the Heritage Lake Subdivision Special Service Area, for its fiscal year ending on November 30, 2025, for the respective objects and purposes, as hereinafter set forth, namely;

SPECIAL SERVICES

PART 1: ESTIMATED RECEIPTS

Cash on hand	$ 1,161,874.92
Taxes to be received in this fiscal year	$ 415,000.00
Bond Proceeds	$ 0.00
TOTAL ESTIMATED REVENUES AVAILABLE:	$ 1,576,874.92

PART 2: ESTIMATED EXPENDITURES	**Budgeted**	**Appropriated**
Special Services (Roads, ditches, culverts, etc.)	$ 0.00	$ 0.00
Road Maintenance	$ 489,494.00	$ 489,494.00
Bond Principal	$ 159,700.00	$ 159,700.00
Bond Interest	$ 99,653.00	$ 99,653.00
Publication Fees	$ 0.00	$ 0.00
Insurance Services	$ 0.00	$ 0.00
Legal & Professional Fees	$ 5,000.00	$ 5,000.00
Administrative Expenses	$ 1,000.00	$ 1,000.00
TOTAL	$ 754,847.00	$ 754,847.00

The foregoing appropriations are appropriated from the above revenue sources including the property tax levied upon the taxable property in the Heritage Lake Subdivision Special Service Area.

SECTION 2: All unexpended balance of any item or items of any general appropriation made by this Ordinance may be expended in making up any deficiency in any item or items in the same general appropriation made by this Ordinance.

SECTION 3: If any item or any portion thereof in this Ordinance shall for any reason be held invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Upon motion by Board Member _____, seconded by Board Member _____, adopted by the County Board of the County of Tazewell, Illinois, this 28th day of August, 2024, by roll call vote, as follows:

Voting Aye: _____ Voting Nay: _____ Absent: _____

APPROVED this 28th day of AUGUST, 2024.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

ORDINANCE E24-104
Ordinance Fixing the Budget and Making Appropriations

SPECIAL SERVICES

	Part 1: ESTIMATED RECEIPTS			
	Cash on hand	$ 1,161,874.92		Max. Levy
	Taxes to be received in this fiscal year	$ 415,000.00	vs.	**$438,295.00**
	Bond Proceeds	$ -		
	TOTAL ESTIMATED REVENUES AVAILABLE:	$ 1,576,874.92		
Note	Part 2: ESTIMATED EXPENDITURES	Budgeted		Appropriated
1	Special Services (Roads, ditches, culverts, etc.)	$ -		$ -
2	Road Maintenance	$ 489,494.00		$489,494.00
3	Bond Principal	$ 159,700.00		$159,700.00
3	Bond Interest	$ 99,653.00		$ 99,653.00
	Publication Fees	$ -		$ -
	Insurance Services	$ -		$ -
	Legal & Professional Fees	$ 5,000.00		$ 5,000.00
	Administrative Expenses	$ 1,000.00		$ 1,000.00
	TOTAL	$ 754,847.00		$754,847.00

ORDINANCE E24-104
Ordinance for the Levy and Assessment of Taxes

Section 2:

$ 415,000.00 = Total Levy

Section 3:

	AMOUNT APPROPRIATED		AMOUNT LEVIED
Special Services	$ -		$ -
Road Maintenance	$ 489,494.00		$ 149,647.00
Bond Principal	$ 159,700.00		$ 159,700.00
Bond Interest	$ 99,653.00		$ 99,653.00
Legal & Professional Services	$ 5,000.00		$ 5,000.00
Administrative Expenses	$ 1,000.00		$ 1,000.00
Total Appropriation & Levy	$ 754,847.00		$ 415,000.00

Section 5:

$ 415,000.00 = Levy

Notes:

1 Only for new construction
2 Per "Maintenance 5-7-9" tab of "Design Quantities_updated_8Aug2023_BDR" spreadsheet
3 Per Bond Ordinance E-20-09

607 members in 2024

E-24-105

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following ORDINANCE and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to adopt the attached Ordinance for the levy and assessment of taxes for the fiscal year beginning December 01, 2024 and ending November 30, 2025 in and for Heritage Lake Subdivision Special Service Area.

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

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

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____	_____
Tazewell County Clerk	Tazewell County Board Chairman

ORDINANCE NO. E-24-105

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING DECEMBER 1, 2024, AND ENDING NOVEMBER 30, 2025, IN AND FOR HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA

BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF TAZEWELL, ILLINOIS, as follows:

SECTION 1: Findings. The **HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA** (the "SSA") has been created by an ordinance entitled:

"AN ORDINANCE CONCERNING THE ESTABLISHMENT OF HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA, OF THE COUNTY OF TAZEWELL, ILLINOIS"

adopted September 27, 2017, and effective as of September 27, 2017, no petition having been filed opposing the creation of the Special Service Area pursuant to 35 ILCS 200/27-55, as amended by an ordinance entitled:

"AN ORDINANCE AMENDING ORDINANCE NO. E-17-111 CREATING THE HERITAGE LAKE SUBIDIVISION SPECIAL SERVICE AREA, OF THE COUNTY OF TAZEWELL, ILLINOIS"

adopted October 25, 2017, and effective as of October 25, 2017. The SSA consists of the territory described in the ordinance aforesaid. The County of Tazewell is now authorized to issue bonds and levy taxes for Special Services in said SSA.

SECTION 2: That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in the Heritage Lake Subdivision Special Service Area is ascertained to be the sum of $415,000.00.

SECTION 3: That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939 in the Heritage Lake Subdivision Special Service Area, said tax to be levied for the fiscal year beginning December 1, 2024, and ending November 30, 2025:

	AMOUNT APPROPRIATED	**AMOUNT LEVIED**
SPECIAL SERVICES	$ 0.00	$ 0.00
ROAD MAINTENANCE	$ 489,494.00	$ 149,647.00
BOND PRINCIPAL	$ 159,700.00	$ 159,700.00

BOND INTEREST	$ 99,653.00	$ 99,653.00
LEGAL & PROFESSIONAL SERVICES	$ 5,000.00	$ 5,000.00
ADMINISTRATIVE EXPENSES	$ 1,000.00	$ 1,000.00
TOTAL APROPRIATION & LEVY	$ 754,847.00	$ 415,000.00

SECTION 4: This tax is levied pursuant to Article VII, Sections 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 234/1 *et seq*. and pursuant to an Ordinance Concerning the Establishment of Heritage Lake Subdivision Special Service Area.

SECTION 5: That there is hereby certified to the County Clerk of Tazewell County, Illinois, the sum aforesaid, constituting said total amount and the said total amount of $415,000.00 which said total amount the said Heritage Lake Subdivision Special Service Area requires to be raised by taxation for the current fiscal year of said County, and the County Clerk, of said County, is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law, a certified copy of this ordinance.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED THIS _____day of _____, 2024, pursuant to a roll call vote as follows:

Ayes: _____ Nays: _____

APPROVED by me this_____ day of _____, 2024.

_____
Chairman of County Board

ATTEST:

_____
County Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve the Engineering Design Quote for HLA culvert lining from Austin Engineering; and

WHEREAS, the purpose of the proposal is to establish a master services agreement that will allow Austin Engineering to work with the County on an ongoing basis on the development project; and

WHEREAS, Austin Engineering is suggesting a starting design development phase budget of $15,000; and

WHEREAS, the Heritage Lake Special Service Area Committee recommends to approve the Engineering Design Quote for HLA culvert lining from Austin Engineering and is authorized to move forward with the project as submitted.

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

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

PASSED THIS 28th DAY OF August, 2024.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

AUSTIN ENGINEERING CO., INC.
Consulting Engineers / Landscape Architects / Surveyors
Peoria, IL - Davenport, IA – Chattanooga, TN
austinengineeringcompany.com

Heritage Lake HOA
Mr. Brad Reed, President
PO Box 402
Mackinaw, IL 61755
reed.brad.hla@gmail.com

June 13, 2024

Re: Culvert Repair/Replacement/Lining Design Development Planning
+/- 15 Locations
Master Service Agreement
Heritage Lake, Mackinaw, IL

Thank you for the opportunity to submit a proposal for Professional Civil Engineering Design Development/Master Planning Services for the 2024 Culvert Repairs at Heritage Lake in Mackinaw, IL. The purpose of this proposal is to establish a master services agreement that will allow Austin Engineering to work with you on an ongoing basis on this development project. Each task required for this planning effort will be tracked separately and invoiced each month on an hourly basis for all time incurred during the design development phase.

At the completion of the design development phase we will prepare a proposal for the preparation of detailed construction plan documents a fixed fee proposal will be provided for your consideration and once that fixed fee proposal is approved, work within the hourly conceptual tasks for the project will be halted.

Example tasks within the hourly design development master planning services would include, but not be limited to, field inspections, coordination of televised reports if required, required field topographic survey of existing features within the proposed work areas, design development of overall plan sheets, archive plan review, preliminary opinions of probable construction costs, review meetings, coordination of early contractor pricing and correspondence or presentations as needed.

Based on our experience with past culvert repair projects at HLA and projects of similar scope and scale, we would suggest a starting design development phase budget of **$15,000.** If additional budget is required, we will seek approval of an additional services budget from you before moving forward.

Invoices will be submitted each month on an hourly basis as time is incurred and payment is expected within 30-45 days of the date of each invoice. Progressive payments for invoices not

received within 30-45 days of submittal will incur interest charges in accordance with our General Conditions attached hereto, and work will be paused until each progressive invoice is paid in full. Payment for services provided under this agreement shall not be contingent on approval of any financing or negotiated leases with third parties. Services may be paused or cancelled at any time by providing email notice and an invoice will be generated for payment for work performed through the date that the email is received. All emails regarding projects related to invoicing and proposals should be directed to Devin Birch, President of Austin Engineering at dbirch@austinengineringcompany.com. A copy of our current hourly rates are attached hereto. Hourly rates are subject to change on an annual basis, and a new hourly rate sheet will be provided to your office by email with notice of the new effective date.

We anticipate completing the hourly design development phase within a 4-6 week period following receipt of an authorization to proceed and a signed copy of this proposal returned to our office.

Again, we appreciate your consideration of Austin Engineering for your Professional Engineering and Land Surveying needs. If you have any questions or need additional information with respect to this proposal, please do not hesitate to contact us.

Sincerely,

Devin Birch, PE
Principal

* Accepted by:

_____
Chairman David Zimmerman

2024 Fee Schedule

Senior Professional Engineer	$165.00/Hr.
Senior Project Manager	$165.00/Hr.
Project Manager	$125.00/Hr.
Professional Engineer	$140.00/Hr.
Engineer II	$105.00/Hr.
Engineer I	$ 95.00/Hr.
Landscape Architect	$110.00/Hr.
Professional Land Surveyor	$145.00/Hr.
Land Survey Technician	$ 90.00/Hr.
Surveyor I	$ 95.00/Hr.
Surveyor II	$105.00/Hr.
1-Man Survey with Robotic Instrument/GPS	$140.00/Hr.
2-Man Survey Crew	$170.00/Hr.
Expert Witness	$500.00/Hr.

Rates are reviewed and adjusted on an annual basis in December for the following year.

AUSTIN ENGINEERING CO., INC. GENERAL CONDITIONS
(CIVIL AND LAND SURVEYING SERVICES)

THESE STANDARD TERMS AND CONDITIONS SHALL CONTINUE IN FORCE AND EFFECT DURING AND AFTER THE COMPLETION OF AUSTIN ENGINEERING CO., INC.'S EMPLOYMENT AND SHALL CONTROL ANY CONFLICTING TERM OR CONDITION UNLESS AUSTIN ENGINEERING CO., INC. AGREES OTHERWISE IN WRITING.

1. PARTIES AND SCOPE OF WORK: "This Agreement' consists of Austin Engineering Co., Inc. (AECI) professional services proposal to which these General Conditions are attached, AECI's Schedule of Fees and Services, client's acceptance and signature (written or digital) on said proposal, AECI acceptance of said proposal, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by Austin Engineering Co., Inc. (except where distinction is necessary, either work or professional services are referred to as "services" herein). If client is ordering the services on behalf of another, client represents and warrants that client is the duly authorized agent of said party for the purpose of ordering and directing said service, and in such case the term "client" shall also include the principal for whom the services are being performed. Prices quoted and charged by AECI for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any report prepared by AECI. Unless otherwise expressly assigned in writing, AECI shall have no duty to any third party, and in no event shall AECI have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from AECI shall constitute acceptance of AECI's proposal and these General Conditions. In addition, Client's acceptance of AECI's proposal and these General Conditions may be indicated by Client signing the proposal, and a facsimile copy or an electronic signature by Client shall be considered as an original signature by Client.

2. ADDITIONAL SERVICES: For additional services not included above, the Consultant shall be compensated on an hourly basis per the attached fee schedule or lump sum fee as approved in advance in writing by both parties.

3. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If AECI is required to delay any part of its services to accommodate the requests or requirements of client, regulatory agencies, or other parties, or due to any cause beyond its reasonable control, client agrees to pay such additional charges, if any, as may be applicable.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for AECI to perform its services. AECI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, AECI has not included in its fee the cost of restoration of damage which may occur and will not be responsible for such costs.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that client has advised AECI of any known or boundary or title disputes, defects in title, or ongoing litigation involving the property and has notified AECI of any suspected hazardous materials, utility lines, underground structures, or any other matter which may affect the ability of AECI to perform its duties as outlined in the Proposal or specified within these General Conditions at any site at which AECI is to perform services under this Agreement.

6. SITE INVESTIGATION: AECI services shall not include investigation for wetlands, environmentally protected or endangered species, hazardous substances, materials or waste or petroleum products. The above items include, but are not limited to, any material, species, or area now or hereafter included with such terms under any federal, state or local statute, ordinance, code, ruse or regulation now existing or hereinafter enacted or amended. AECI shall not be liable for any damages as a result of the encounter with any of the items mentioned above. AECI's sole duty shall be to notify client of any encounter with the items mentioned above and AECI has no duty to identify or attempt to identify them within the project area.

7. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, AECI will report its test results and observations as more specifically set forth elsewhere in this Agreement. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and AECI recommendations. No claims for loss, damage or injury shall be brought against AECI unless all tests and inspections have been so performed and unless AECI recommendations have been followed.

AECI services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. AECI services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. AECI services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. AECI services shall not include any responsibility or liability for the owner and/or contractor's site safety and/or operations of construction, including surface water management practices. "Contractor" as used herein shall include the general contractor, subcontractors, suppliers, architects, engineers and construction managers.

8. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by AECI unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. The test report documents shall not be considered certification or guarantee that certain conditions have been met. Conditions may not be uniform throughout an entire site and construction materials may vary from the samples taken. AECI shall not be liable for diminution of value wherein the results of the investigation and evaluation may result in decreased value of a property or project. Unless otherwise agreed in writing, the procedures employed by AECI are not designed to detect intentional concealment or misrepresentation of fact by others. AECI services are being performed solely for client's benefit and no contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against AECI as a result of its services.

9. TERMINATION: This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, AECI shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses.

10. RETAINER/BILLING/PAYMENT: The firm or individual engaging AECI is responsible for payment of charges unless AECI is notified in writing, prior to the time that the charges are incurred, that the engagement is on behalf of another party. Payment to AECI is not contingent upon the sale of the property or closing of any financial transactions. Prior to the provision of services, the Client shall deposit a retainer with AECI in accordance with the proposal, if required. Invoices for AECI services shall be submitted, at AECI's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. Client shall notify AECI in writing within ten (10) days of receipt of AECI's invoice of any disputed amounts and the basis of the dispute. If no notice of dispute is received in writing within ten (10) days, full invoice amount shall be valid and due. Payments may be made via cash, check, or credit card. A 3.5% convenience fee will be assessed on all credit card payments. Client agrees to pay interest on all amounts invoiced and not paid within thirty (30) days at the rate of eighteen (18%) per annum (or the minimum interest rate permitted by applicable law, whichever is the lesser) until paid. The retainer (if required) shall be credits on the final invoice. In the event that any portion of an account remains unpaid 90 days after the billing, AECI may institute action and Client shall pay all costs of collection, including attorney's fees.

11. STANDARD OF CARE: AECI professional services will be performed, its findings obtained, and its reports prepared in accordance with this Agreement and with general accepted principles and practices. In performing its professional services, AECI will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. AECI may rely upon information supplied by the client engaging AECI, or the contractors or consultants involved, or information available from generally accepted reputable sources, without independent verification. In performing physical work in pursuit of its professional services, AECI will use that degree of care and skill ordinarily used under similar circumstances. This statement is in lieu of all other warranties or representations, either express or implied. Statements made in AECI reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

12. LIMITATION OF LIABILITY: Should AECI or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon AECI services or work agree that the maximum aggregate amount of damages for which AECI, its officers, employees and agents shall be liable is limited to $5,000 or the total amount of the fee paid to AECI for its services performed with respect to the project whichever amount is greater.

In the event client is unwilling or unable to limit the damages for which AECI may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of client received within five (5) days of client's acceptance of AECI's proposal, client will notify AECI of client's requested liability limit and AECI will provide an appropriate fee to be charged for the increase of this limit. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the exposure to an award of greater damages. In the event that AECI and the client cannot reach an agreement, AECI shall terminate the contract and refund the retainer to the client, less any amount due for work performed to date.

13. INDEMNITY: Subject to the provisions set forth herein, AECI and client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorney's fee arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees. In the event both are negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rate share of negligence or fault. AECI and client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The indemnities provided hereunder shall not terminate upon the termination of expiration of this Agreement.

14. OWNERSHIP OF DOCUMENTS AND DATA: All documents produced and data collected by AECI are the instruments of AECI's professional service and shall remain the property of AECI and may not be used by the client for any other purpose without the prior written consent of AECI.

15. SUBPOENAS: AECI employees shall not be retained as expert witness except by separate written agreement. Client agrees to pay AECI pursuant to AECI's then current Fee Schedule for any AECI employee(s) subpoenaed by any party as an occurrence witness as a result of AECI's services.

16. OTHER AGREEMENTS: AECI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this Agreement or any provision wherein AECI waives any rights to a mechanics lien, or any provision that conditions AECI's right to receive payment for its services upon payment to client by any third party. These General Conditions are notice, where required, that AECI shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. All understandings and agreements heretofore had among the parties respecting this transaction, are merged in this Agreement. Unless expressly accepted by AECI in writing prior to delivery of AECI's services, client shall not add any conditions other than those contained in the Agreement. AECI's offer to provide services is conditioned on client's acceptance of all the terms and conditions set forth in these General Conditions without alteration or modification of any kind. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The parties hereto consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of Peoria, Illinois or the Federal District Court for the Mid-Central District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Michael Deppert of 220 Falcon Drive, Green Valley, IL 61534 to the Tazewell County Extension Board for a term commencing September 01, 2024 and expiring August 31, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Michael Deppert to the Tazewell County Extension Board and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Michael Deppert to the Tazewell County Extension Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Extension Board, 1505 Valle Vista, Pekin, IL 61554 of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brian Becker of 8810 Townline Road, Manito, IL 61546 to the Spring Lake Drainage District for a term commencing September 01, 2024 and expiring August 31, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Brian Becker to the Spring Lake Drainage District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Brian Becker to the Spring Lake Drainage District.

The County Clerk shall notify the County Board Office and the County Board Office will notify McGrath Law Office of this action.

PASSED THIS 28th DAY of AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Ron Craig, 22762 Grosenbach Road, Washington, Illinois 61571 to the Spring Bay Fire Protection District for a term commencing September 01, 2024 and expiring August 31, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Ron Craig to the Spring Bay Fire Protection District and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Ron Craig to the Spring Bay Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney John Brady of this action.

PASSED THIS 28th DAY of AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Michael Harris of Box 245, Mackinaw, IL 61755 to the Local Landfill Review Board for a term commencing October 01, 2024 and expiring September 30, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Michael Harris to the Local Landfill Review Board and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Michael Harris to the Local Landfill Review Board.

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

PASSED THIS 28th DAY of AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

E-24-99

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Bradley D. Haning, 15755 Gresham Road, Mackinaw, IL 61755 to the West Fork Drainage District for a term commencing September 5, 2024 and expiring September 4, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Bradley D. Haning to the West Fork Drainage District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Bradley D. Haning to the West Fork Drainage District.

The County Clerk shall notify the County Board Office and the County Board Office will notify W. Thad Kuhfuss, Kuhfuss & Proehl PC, 342 Elizabeth Street, Pekin, IL 61554 of this action.

PASSED THIS 28TH DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Wayne Deppert of 14798 Christmas Tree Road, Green Valley, IL to the Union Drainage District No. 1 for a term commencing September 05, 2024 and expiring September 04, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Wayne Deppert to the Union Drainage District No. 1 and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Wayne Deppert to the Union Drainage District No. 1.

The County Clerk shall notify the County Board Office and the County Board Office will notify W. Thad Kuhfuss, Atty., 342 Elizabeth St., Pekin, IL 61554 of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

E-24-107

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Kenneth Becker of 8479 Townline Road, Manito, IL 61546, to the Mackinaw River Levee & Drainage District No. 1 for a term commencing September 05, 2024 and expiring September 04, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Kenneth Becker to the Mackinaw River Levee & Drainage District No. 1 and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Kenneth Becker to the Mackinaw River Levee & Drainage District No. 1.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Louis Miller, PO Box 669, Pekin, IL 61554 of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

E-24-108

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Joshua Charlton of 23340 CR 2900 E, Manito, IL 61546 to the Cincinnati Drainage and Levee District for a term commencing September 04, 2024 and expiring September 03, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Joshua Charlton to the Cincinnati Drainage and Levee District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Joshua Charlton to the Cincinnati Drainage and Levee District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Louis Miller, Bagley & Miller, PO Box 669, Pekin, IL of this action.

PASSED THIS 28th OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

TAZEWELL COUNTY LAND USE COMMITTEE
SUMMARY OF COMMITTEE AGENDA
August 13, 2024 Meeting
TO BE PRESENTED TO THE TAZEWELL COUNTY BOARD ON
August 28, 2024

LU-24-13
CASE NO. 24-27-S The petition of Unsicker Sun 1, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District.

ZBA recommended Denial unanimously, yet if approved, recommended certain conditions.

Land Use recommended Denial, yet if approved, recommended certain conditions.
(3 – Aye: Goddard, Hall, Chairman Joesting; 4 – Nay: Crawford, Schmidgall, Sinn, Stahl 1– Absent - Nelms)

LU-24-14
CASE NO. 24-28-S The petition of Unsicker Sun 2, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District.

ZBA recommended Denial unanimously,, yet if approved, recommended certain conditions.

Land Use recommended Denial, yet if approved, recommended certain conditions.
(3 – Aye: Goddard, Hall, Chairman Joesting; 4 – Nay: Crawford, Schmidgall, Sinn, Stahl 1– Absent - Nelms)

LU-24-15
CASE NO. 24-29-S The petition of Unsicker Sun 3, LLC for a Special Use to allow the construction of a 2 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District.

ZBA recommended Denial unanimously, yet if approved, recommended certain conditions.

Land Use recommended Denial, yet if approved, recommended certain conditions.
(3 – Aye: Goddard, Hall, Chairman Joesting; 4 – Nay: Crawford, Schmidgall, Sinn, Stahl 1– Absent - Nelms)

LU-24-16
CASE NO. 23-42-S The petition of Tazewell County IL S1, LLC d/b/a SolAmerica Energy, LLC for an Extension of a Special Use (as approved 8/30/2023) to allow construction of a 2 Mega Watt Commercial Solar Farm (originally approved under expired Case No. 18-18-S on June 5, 2018) in an A-1 Agriculture Preservation District

ZBA recommended approval with conditions, unanimously.

Land Use recommended approval with conditions.
(6 – Aye: Crawford, Goddard, Hall, Sinn, Stahl Chairman Joesting; 1 – Nay: Schmidgall 1– Absent - Nelms)

LU-24-17
CASE NO. 24-32-A Proposed Amendment No. 70 to the Tazewell County Zoning Code

ZBA recommended approval, unanimously.

Land Use recommended approval, unanimously.

COMMITTEE REPORT
LU-24-13
(ZBA Case No. 24-27-S)

Chairman and Members of the Tazewell County Board:

Your Land Use Committee does hereby recommend approval of the following resolution:

RE: Approval of Special Use Petition of Unsicker Solar I, LLC.

R E S O L U T I O N

WHEREAS, the County of Tazewell has enacted Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code; and

WHEREAS, said ordinance requires a Special Use for a Commercial Solar Energy Facility in the "A-1" Agriculture Preservation District; and

WHEREAS, a public hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on July 2, 2024 and August 6, 2024 in Case No. 24-27-S; and

WHEREAS, the ZBA deliberated its decision on August 6, 2024 and voted to recommend DENIAL of the Special Use, however should the request be approved, the Zoning Board of Appeals recommends conditions be established; and

WHEREAS, your Land Use Committee met on August 13, 2024 to consider the application, report of the ZBA, the recommendation of the Community Development Administrator and Land Use Planner; and

WHEREAS, your Land Use Committee voted to recommend DENIAL of the Special Use however should the request be approved, the Land Use Committee supports the recommended conditions established by the ZBA;

WHEREAS, the County Board has reviewed; the report of the ZBA, the recommendation of the Land Use Committee, and the recommendation of Community Development Administrator and Land Use planner; and

NOW THEREFORE BE IT RESOLVED, that the County Board **APPROVE** this resolution and the petitioner's request for Special Use Case. No. 24-27-S with the finding of fact as provided by the ZBA/Land Use Committee with conditions.

BE IT FURTHER RESOLVED that the County Clerk notify Jaclynn Workman, Community Development Administrator of this action;

Adopted this _____ day of _____, 2024.

ATTEST: _____
Tazewell County Board Chairman

_____
Tazewell County Clerk

AN ORDINANCE GRANTING A SPECIAL USE UNDER THE PROVISIONS OF TITLE XV, CHAPTER 157, ZONING CODE OF TAZEWELL COUNTY ON PETITION OF UNSICKER SOLAR 1, LLC

(Zoning Board Case No. 24-27-S)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, by Unsicker Sun 1, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 24-27-S was held by the Tazewell County Zoning Board of Appeals on July 2, 2024 and August 6, 2024, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending DENIAL, however, should the request be approved, the Zoning Board of Appeals recommends the following conditions be established:

1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).
2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
4. Vegetative screening, such as a species of pine tree, shall be 3-5’ at planting as proposed in the application and in any other location as determined desirable by the Community Development Administrator.
5. Cover crop, such as wheat/rye/oats, shall be established prior to construction to prevent sediment and erosion control issues during the construction phase and assist provide

ground cover will the required pollinators are being established.

; and

WHEREAS, said report of the Zoning Board of Appeals contained the following findings of fact:

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

   (Positive) The construction of a solar farm is permitted special use within an A-1 Agricultural District. Therefore the proposed special use conforms to Tazewell County Code.

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

   (NEGATIVE) The proposed special use does not contradict any of the purposes, goals, objectives and standards of Tazewell County's comprehensive plan. But the proposed special use is located within the Village of Morton's 1.5-mile planning jurisdiction and conflicts with their comprehensive plan. Morton has identified this corridor for industrial uses and such zoning districts under Morton code do not permit solar farm development.

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

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

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

   (POSITIVE) According to the site plan there will be a 311 ft setback from the nearest residential properties which exceed Tazewell County's setback requirement. Along with the setback the proposed site will also include vegetative screening.

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

vicinity.

6. (POSITIVE) To project the general welfare of the neighboring vicinity, the proposed special use will be secured by a 7ft chain-linked fence to limit access, vegetative screening, and meet or exceed the required setbacks set by Tazewell County.

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

   (POSITIVE) The proposed special use incorporates the following safety measures: a 7ft fence, vegetative screening, and required setbacks. The incorporation of these measures helps protect the enjoyment of the other properties in the immediate vicinity.

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

   (POSITIVE) There is no evidence that consistently guarantees that the development of a solar farm will diminish property values for there are studies that support and refute this claim. But efforts are being made to mitigate any impacts to property values such as following Tazewell County Zoning Code, having 7ft fence surrounding the property, and meeting the setback requirements.

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

   (POSITIVE) Per the application, all utilities and necessary facilities will be provided.

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

    (POSITIVE) The proposed special use will temporarily increase traffic during the construction phase. During construction impact to the roads will minimal since the applicant will not use oversize truck loads. After construction the traffic generated to and from the site will occur during the scheduled on-site maintenance visits.

11. *The evidence establishes that granting the use, which is located one-half mile or less from a livestock feeding operation, will not increase the population density around the livestock*

feeding operation to such levels as would hinder the operation or expansion of such operation.

Not Applicable

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

Not Applicable

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

(POSITIVE) The applicant has entered into an Agricultural Impact Mitigation Agreement (AIMA), which protects the underlying soils and ensures that he soil can be returned to crop production after the project is decommissioned.

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

(POSITIVE) The immediate area surrounding the property in question are mostly A-1 districts or farmland in the Village of Morton. Under Tazewell County code the construction of a solar farm is permitted through special use. Therefore, the proposed special use is consistent with the surrounding uses of property.

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

(POSITIVE) The property in question is currently zoned A-1, which permits the construction of a solar farm as a special use. Therefore, the property in question is suitable for the proposed special use.

which findings of fact are hereby ***ADOPTED*** by the County Board as the reason for ***APPROVING*** the Special Use request, with conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

SECTION I. The petition of Unsicker Sun 1, LLC for a Special Use to allow the

construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District on the following described property:

Current Owner of Property: Getz Land Trust, c/o Douglas S. Getz, 1400 Parkside Ave., Unit 140, Morton, IL 61550

Access through P.I.N. 05-05-24-400-007; an approximate 4.46 acre parcel; and P.I.N. 05-05-24-400-014; an approximate 20.02 +/- acres utilized of an existing 71.25 acre parcel located in part of the E 1/2 of the SE ¼ of Sec 24, T25N, R4W of the 3rd P.M., Groveland Twp., Tazewell Co., IL;

located in a field at the SE corner of the intersection of Unsicker Rd. and W. Birchwood St. (Il. Rte 98), Morton, IL.

is hereby granted, with conditions.

SECTION II. The Community Development Administrator of Tazewell County is hereby authorized and directed to issue any permit for said Special Use.

PASSED AND ADOPTED this _____ day of _____, 2024.

Ayes _____ Nays _____ Absent _____

_____
Chairman
Tazewell County Board

ATTEST:

_____
County Clerk
Tazewell County, Illinois

SEC 24 T25N R4W N 205' OF E 1/2 (EXC E 260') SE 1/4
4.46 AC
05-05-24-400-007
OWNER: GETZ, KENNETH D TRUSTEE

ILLINOIS ROUTE 98 (W BIRCHWOOD ST)

05-05-24-400-007
R-1 VILLAGE OF MORTON

ZONING: CITY

ZONING: AGRICULTURAL PRESERVATION

C101

C102

SEC 24 T25N R4W SE 1/4 (S OF HWY) EXC
TRACT SW 1/4)
78.61 ACRES
PIN: 05-05-24-400-001
OWNER: UNSICKER, BETTY JANE
ZONING: AGRICULTURAL PRESERVATION

SEC 19 T25N R3W SW 1/4 (EXC TRACTS)
75.03 ACRES
PIN: 06-06-19-300-012
OWNER: GETZ, KENNETH D
ZONING: AGRICULTURAL PRESERVATION

UNSICKER ROAD

UNSICKER SUN 2, LLC

BENCH MARK

nexamp
101 Summer Street, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

Stantec

Rev	Issued For	Date	Drawn By	Approved By	Sheets Rev
1	SUP	3/8/2024	MAK	MAC	

P.E. seal/Consultant: CIVIL ENGINEER

MATTHEW A CLEMENTI
PE 062049543

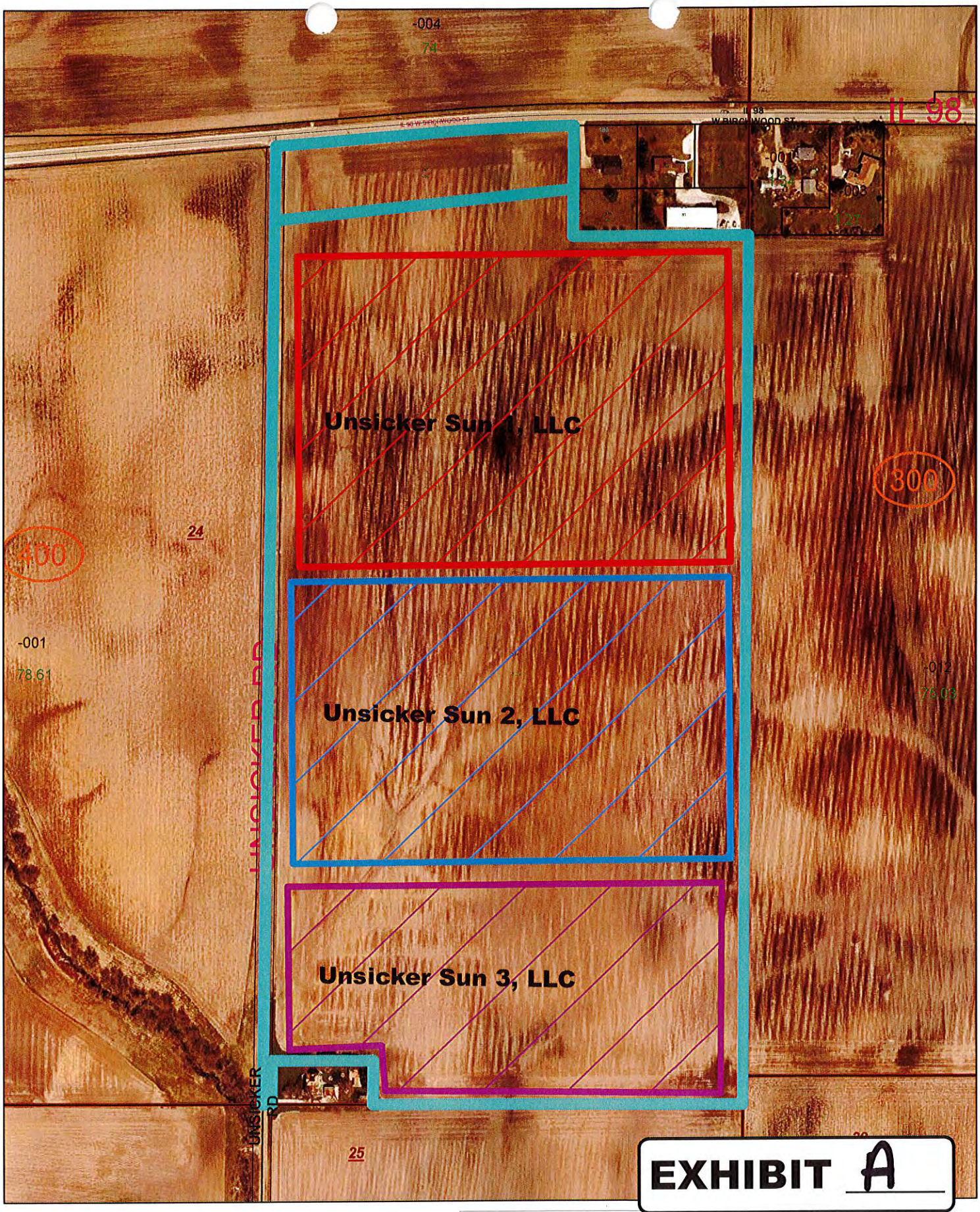
Project:
UNSTICKER SUN 1
TAZEWELL COUNTY, ILLINOIS

Drawing Title:
SITE PLAN

Dwg No: C100 | Size: D | Sheet Rev:

0 100' 200'

193806513_C100.dwg; 4/12/2024 8:14 AM; .....


Unsicker Sun 1, LLC
Unsicker Sun 2, LLC
Unsicker Sun 3, LLC
UNSICKER RD
UNSICKER RD
IL 98
W BIRCHWOOD ST
-004
74
-001
78.61
-012
75.03
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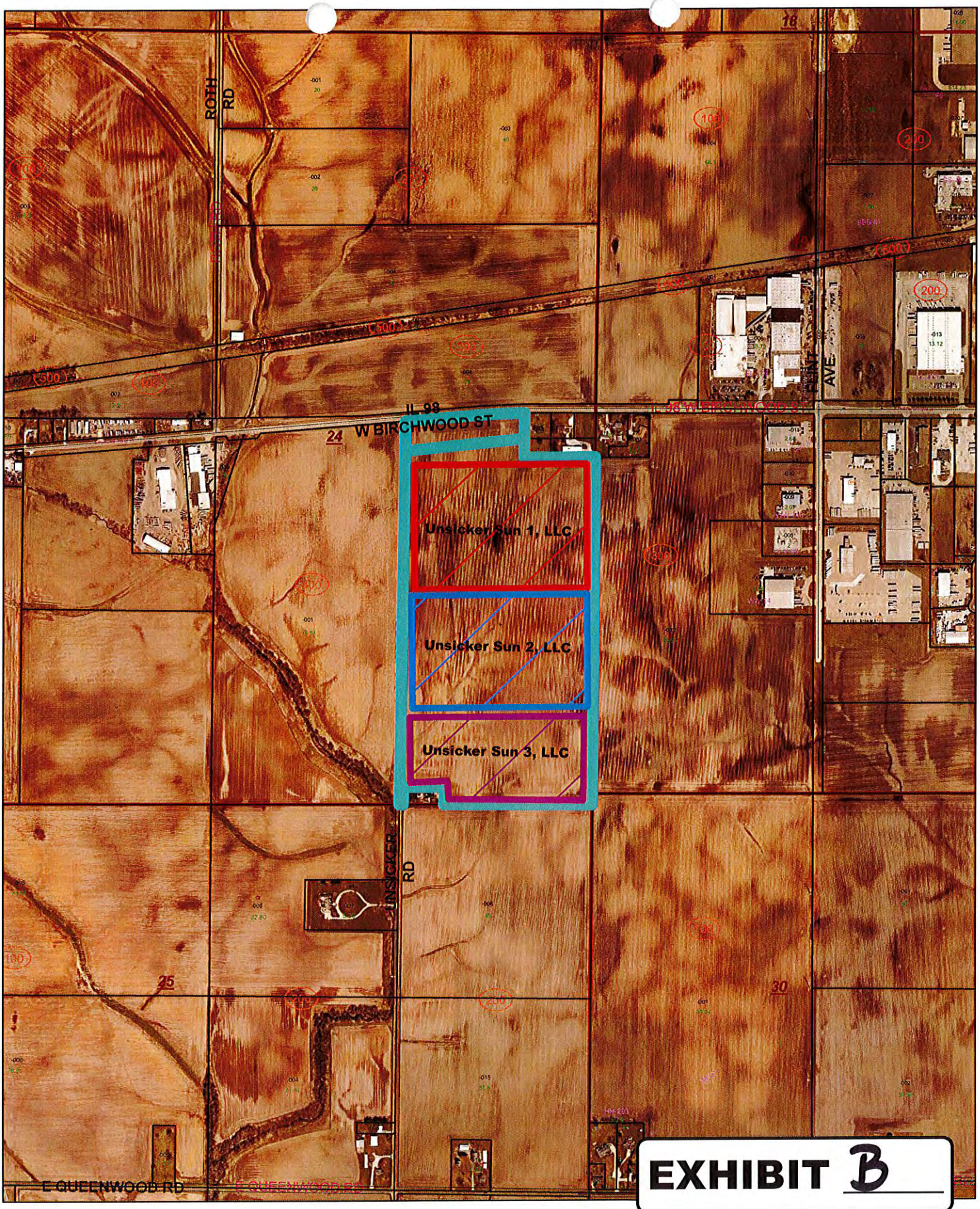
300
24
25
127
N
0 95 190 380 570 760
Feet
480

EXHIBIT A


ROTH RD
IL 98
W BIRCHWOOD ST
Unsicker Sun 1, LLC
Unsicker Sun 2, LLC
Unsicker Sun 3, LLC
UNSICKER RD
E QUEENWOOD RD
24
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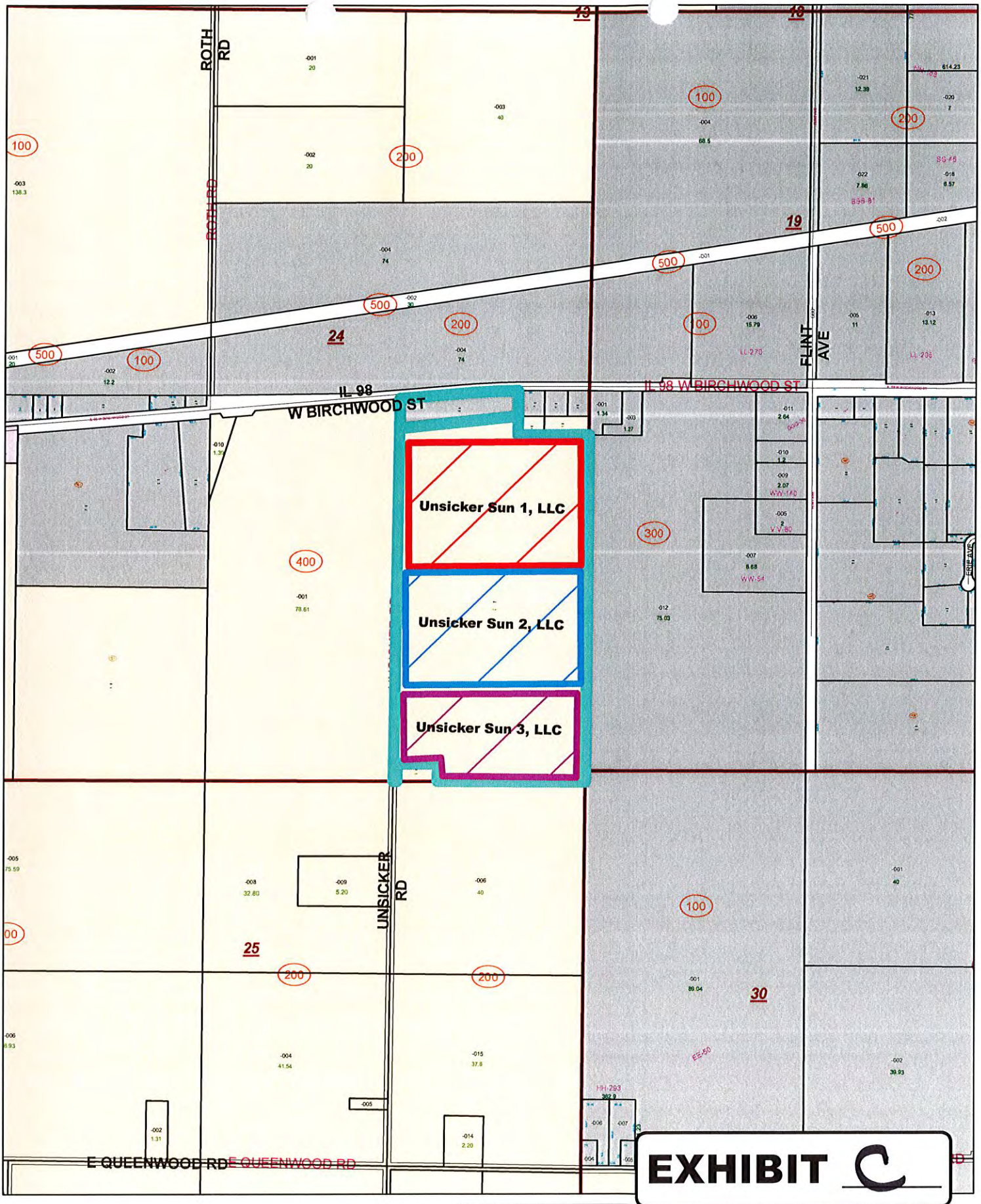
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EXHIBIT C
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Feet
Zoning District
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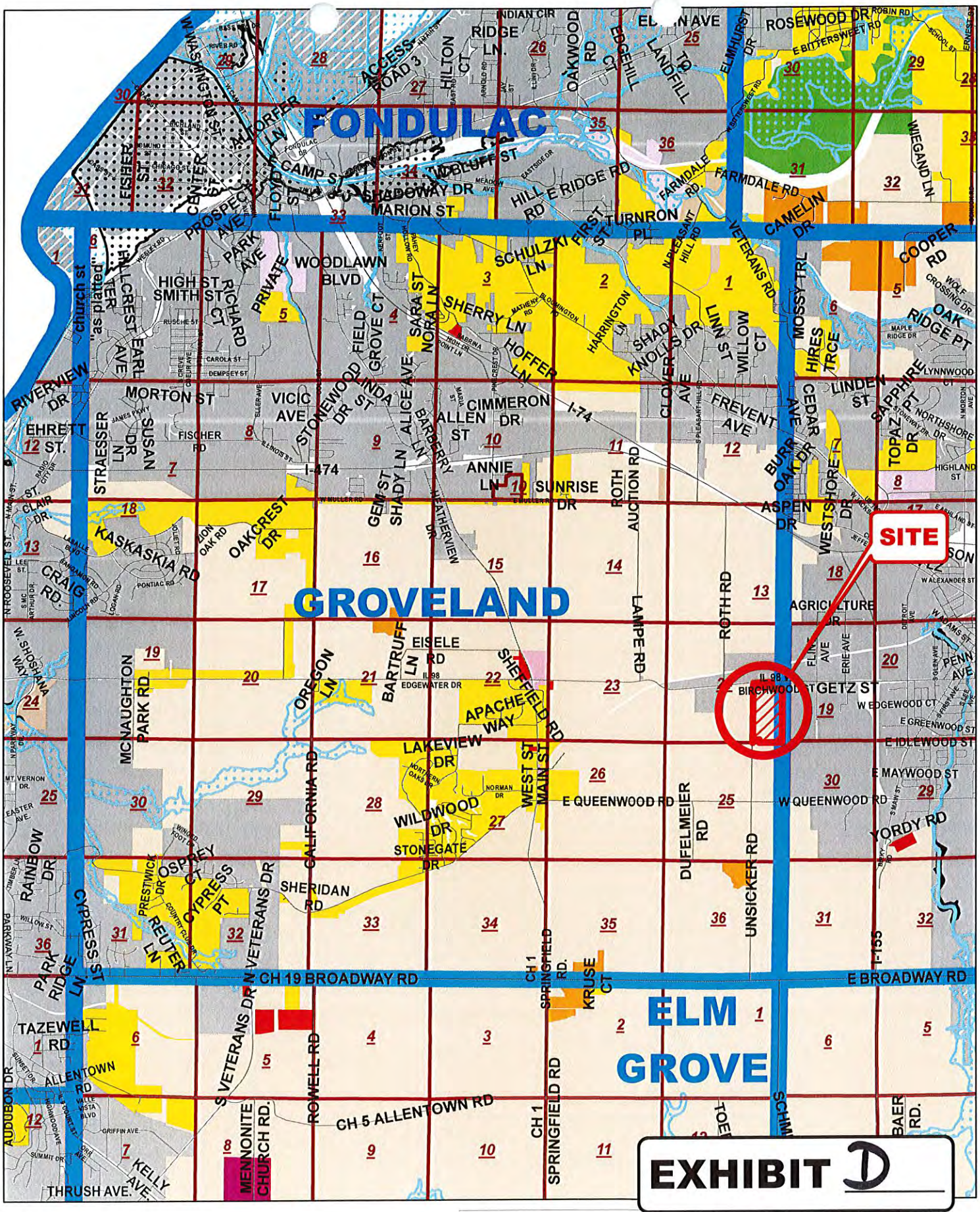
AG Area A-2 C-2 CONS I-2 R-2
482


FONDULAC
GROVELAND
ELM GROVE
SITE
EXHIBIT D
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0 1,5503,100 6,200 9,300 12,400 Feet
Zoning District
A-1 C-1 CITY I-1 R-1 R-R
AG Area A-2 C-2 CONS I-2 R-2
483

COMMITTEE REPORT
LU-24-14
(ZBA Case No. 24-28-S)

Chairman and Members of the Tazewell County Board:

Your Land Use Committee does hereby recommend approval of the following resolution:

RE: Approval of Special Use Petition of Unsicker Solar I, LLC.

R E S O L U T I O N

WHEREAS, the County of Tazewell has enacted Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code; and

WHEREAS, said ordinance requires a Special Use for a Commercial Solar Energy Facility in the "A-1" Agriculture Preservation District; and

WHEREAS, a public hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on July 2, 2024 and August 6, 2024 in Case No. 24-28-S; and

WHEREAS, the ZBA deliberated its decision on August 6, 2024 and voted to recommend DENIAL of the Special Use, however should the request be approved, the Zoning Board of Appeals recommends conditions be established; and

WHEREAS, your Land Use Committee met on August 13, 2024 to consider the application, report of the ZBA, the recommendation of the Community Development Administrator and Land Use Planner; and

WHEREAS, your Land Use Committee voted to recommend DENIAL of the Special Use however should the request be approved, the Land Use Committee supports the recommended conditions established by the ZBA;

WHEREAS, the County Board has reviewed; the report of the ZBA, the recommendation of the Land Use Committee, and the recommendation of Community Development Administrator and Land Use planner; and

NOW THEREFORE BE IT RESOLVED, that the County Board **APPROVE** this resolution and the petitioner's request for Special Use Case. No. 24-28-S with the finding of fact as provided by the ZBA/Land Use Committee with conditions.

BE IT FURTHER RESOLVED that the County Clerk notify Jaclynn Workman, Community Development Administrator of this action;

Adopted this _____ day of _____, 2024.

ATTEST: _____
Tazewell County Board Chairman

_____
Tazewell County Clerk

AN ORDINANCE GRANTING A SPECIAL USE UNDER THE PROVISIONS OF TITLE XV, CHAPTER 157, ZONING CODE OF TAZEWELL COUNTY ON PETITION OF UNSICKER SOLAR 2, LLC

(Zoning Board Case No. 24-28-S)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, by Unsicker Sun 2, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 24-28-S was held by the Tazewell County Zoning Board of Appeals on July 2, 2024 and August 6, 2024, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending DENIAL, however, should the request be approved, the Zoning Board of Appeals recommends the following conditions be established:

1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).
2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
4. Vegetative screening, such as a species of pine tree, shall be 3-5’ at planting as proposed in the application and in any other location as determined desirable by the Community Development Administrator.
5. Cover crop, such as wheat/rye/oats, shall be established prior to construction to prevent sediment and erosion control issues during the construction phase and assist provide

ground cover will the required pollinators are being established.

; and

WHEREAS, said report of the Zoning Board of Appeals contained the following findings of fact:

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

   (Positive) The construction of a solar farm is permitted special use within an A-1 Agricultural District. Therefore the proposed special use conforms to Tazewell County Code.

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

   (NEGATIVE) The proposed special use does not contradict any of the purposes, goals, objectives and standards of Tazewell County's comprehensive plan. But the proposed special use is located within the Village of Morton's 1.5-mile planning jurisdiction and conflicts with their comprehensive plan. Morton has identified this corridor for industrial uses and such zoning districts under Morton code do not permit solar farm development.

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

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

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

   (POSITIVE) According to the site plan there will be a 311 ft setback from the nearest residential properties which exceed Tazewell County's setback requirement. Along with the setback the proposed site will also include vegetative screening.

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

vicinity.

6. (POSITIVE) To project the general welfare of the neighboring vicinity, the proposed special use will be secured by a 7ft chain-linked fence to limit access, vegetative screening, and meet or exceed the required setbacks set by Tazewell County.

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

(POSITIVE) The proposed special use incorporates the following safety measures: a 7ft fence, vegetative screening, and required setbacks. The incorporation of these measures helps protect the enjoyment of the other properties in the immediate vicinity.

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

(POSITIVE) There is no evidence that consistently guarantees that the development of a solar farm will diminish property values for there are studies that support and refute this claim. But efforts are being made to mitigate any impacts to property values such as following Tazewell County Zoning Code, having 7ft fence surrounding the property, and meeting the setback requirements.

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

(POSITIVE) Per the application, all utilities and necessary facilities will be provided.

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

(POSITIVE) The proposed special use will temporarily increase traffic during the construction phase. During construction impact to the roads will minimal since the applicant will not use oversize truck loads. After construction the traffic generated to and from the site will occur during the scheduled on-site maintenance visits.

11. *The evidence establishes that granting the use, which is located one-half mile or less from a livestock feeding operation, will not increase the population density around the livestock*

feeding operation to such levels as would hinder the operation or expansion of such operation.

Not Applicable

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

Not Applicable

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

(POSITIVE) The applicant has entered into an Agricultural Impact Mitigation Agreement (AIMA), which protects the underlying soils and ensures that he soil can be returned to crop production after the project is decommissioned.

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

(POSITIVE) The immediate area surrounding the property in question are mostly A-1 districts or farmland in the Village of Morton. Under Tazewell County code the construction of a solar farm is permitted through special use. Therefore, the proposed special use is consistent with the surrounding uses of property.

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

(POSITIVE) The property in question is currently zoned A-1, which permits the construction of a solar farm as a special use. Therefore, the property in question is suitable for the proposed special use.

which findings of fact are hereby ***ADOPTED*** by the County Board as the reason for ***APPROVING*** the Special Use request, with conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

SECTION I. The petition of Unsicker Sun 2, LLC for a Special Use to allow the

construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District on the following described property:

Current Owner of Property: Getz Land Trust, c/o Douglas S. Getz, 1400 Parkside Ave., Unit 140, Morton, IL 61550

Access through P.I.N. 05-05-24-400-007; an approximate 4.46 acre parcel; and P.I.N. 05-05-24-400-014; an approximate 22.45 +/- acres utilized of an existing 71.25 acre parcel located in part of the E 1/2 of the SE ¼ of Sec 24, T25N, R4W of the 3rd P.M., Groveland Twp., Tazewell Co., IL;

located in a field at the SE corner of the intersection of Unsicker Rd. and W. Birchwood St. (Il. Rte 98), Morton, IL.

is hereby granted, with conditions.

SECTION II. The Community Development Administrator of Tazewell County is hereby authorized and directed to issue any permit for said Special Use.

PASSED AND ADOPTED this _____ day of _____, 2024.

Ayes _____ Nays _____ Absent _____

_____
Chairman
Tazewell County Board

ATTEST:

_____
County Clerk
Tazewell County, Illinois

C101

C102

UNSICKER SUN 1, LLC

UNSICKER SUN 3, LLC

UNSICKER ROAD

MACOUPIN CREEK

0 80' 160'

N

nexamp
101 Summer Street, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

Stantec

Rev	Issued For	Date	Drawn By	Approved By	Sheets Rev
1	SUP	3/8/2024	MAK	MAC	

P.E. seal/Consultant: CIVIL ENGINEER

MATTHEW A CLEMENTI
PE 062079433

Project:
UNSICKER SUN 2
TAZEWELL COUNTY, IL

Drawing Title:
SITE PLAN

Dwg No:	Size: D	Sheet Rev:
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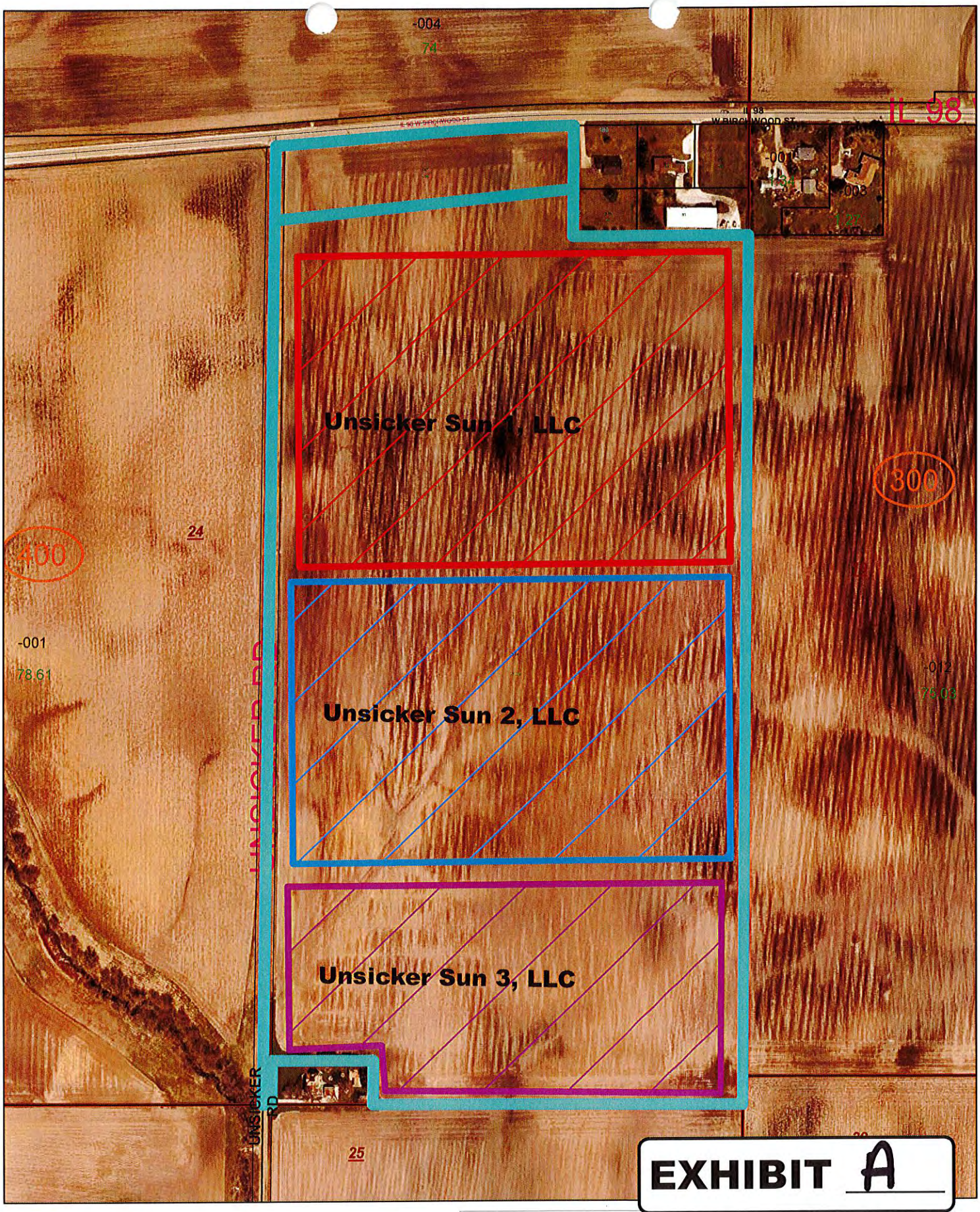
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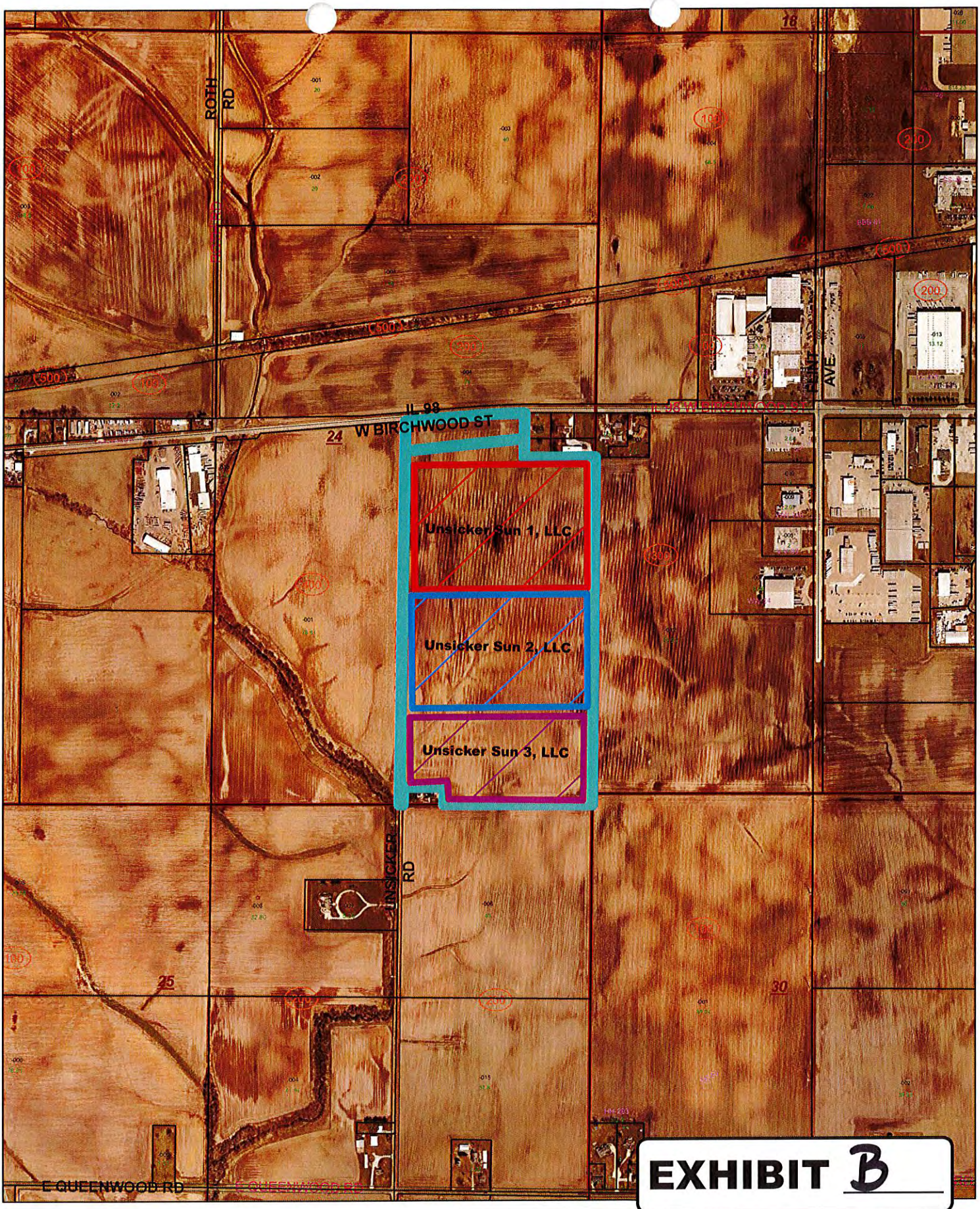
EXHIBIT A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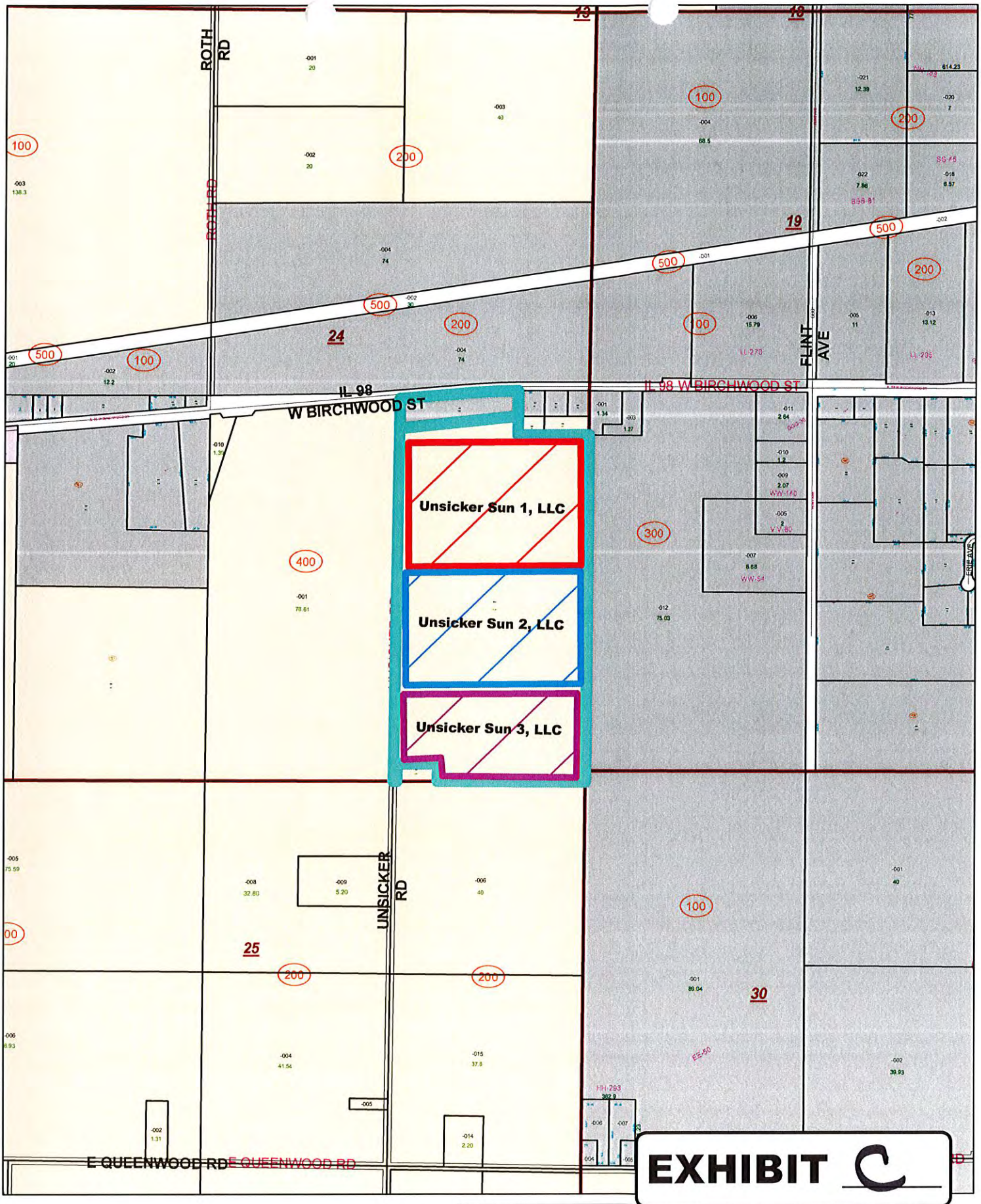
Feet

EXHIBIT B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Unsicker Sun 1, LLC
Unsicker Sun 2, LLC
Unsicker Sun 3, LLC
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Zoning District
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AG Area
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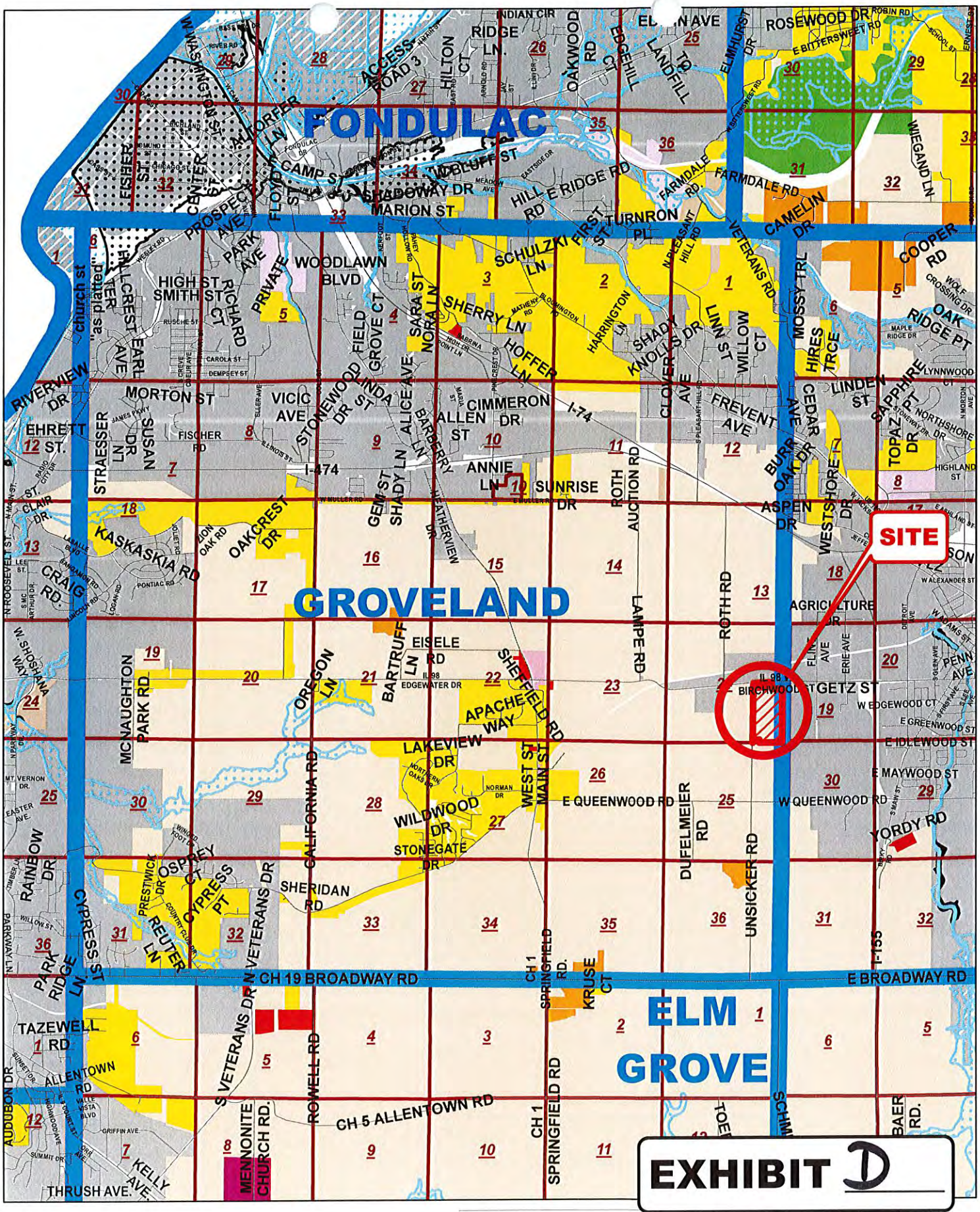
C-2
CONS
I-2
R-2
493

EXHIBIT C


FONDULAC
GROVELAND
ELM GROVE
SITE
EXHIBIT D
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0 1,5503,100 6,200 9,300 12,400 Feet
Zoning District
A-1 C-1 CITY I-1 R-1 R-R
AG Area A-2 C-2 CONS I-2 R-2
494

COMMITTEE REPORT
LU-24-15
(ZBA Case No. 24-29-S)

Chairman and Members of the Tazewell County Board:

Your Land Use Committee does hereby recommend approval of the following resolution:

RE: Approval of Special Use Petition of Unsicker Solar I, LLC.

R E S O L U T I O N

WHEREAS, the County of Tazewell has enacted Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code; and

WHEREAS, said ordinance requires a Special Use for a Commercial Solar Energy Facility in the "A-1" Agriculture Preservation District; and

WHEREAS, a public hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on July 2, 2024 and August 6, 2024 in Case No. 24-29-S; and

WHEREAS, the ZBA deliberated its decision on August 6, 2024 and voted to recommend DENIAL of the Special Use, however should the request be approved, the Zoning Board of Appeals recommends conditions be established; and

WHEREAS, your Land Use Committee met on August 13, 2024 to consider the application, report of the ZBA, the recommendation of the Community Development Administrator and Land Use Planner; and

WHEREAS, your Land Use Committee voted to recommend DENIAL of the Special Use however should the request be approved, the Land Use Committee supports the recommended conditions established by the ZBA;

WHEREAS, the County Board has reviewed; the report of the ZBA, the recommendation of the Land Use Committee, and the recommendation of Community Development Administrator and Land Use planner; and

NOW THEREFORE BE IT RESOLVED, that the County Board **APPROVE** this resolution and the petitioner's request for Special Use Case. No. 24-29-S with the finding of fact as provided by the ZBA/Land Use Committee with conditions.

BE IT FURTHER RESOLVED that the County Clerk notify Jaclynn Workman, Community Development Administrator of this action;

Adopted this _____ day of _____, 2024.

ATTEST: _____
Tazewell County Board Chairman

_____
Tazewell County Clerk

AN ORDINANCE GRANTING A SPECIAL USE UNDER THE PROVISIONS OF TITLE XV, CHAPTER 157, ZONING CODE OF TAZEWELL COUNTY ON PETITION OF UNSICKER SOLAR 3, LLC

(Zoning Board Case No. 24-29-S)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, by Unsicker Sun 3, LLC for a Special Use to allow the construction of a 2 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 24-29-S was held by the Tazewell County Zoning Board of Appeals on July 2, 2024 and August 6, 2024, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending DENIAL, however, should the request be approved, the Zoning Board of Appeals recommends the following conditions be established:

1. The fence style shall be chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).
2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
4. Vegetative screening, such as a species of pine tree, shall be 3-5’ at planting as proposed in the application and in any other location as determined desirable by the Community Development Administrator.
5. Cover crop, such as wheat/rye/oats, shall be established prior to construction to prevent sediment and erosion control issues during the construction phase and assist provide

ground cover will the required pollinators are being established.

; and

WHEREAS, said report of the Zoning Board of Appeals contained the following findings of fact:

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

   (Positive) The construction of a solar farm is permitted special use within an A-1 Agricultural District. Therefore the proposed special use conforms to Tazewell County Code.

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

   (NEGATIVE) The proposed special use does not contradict any of the purposes, goals, objectives and standards of Tazewell County's comprehensive plan. But the proposed special use is located within the Village of Morton's 1.5-mile planning jurisdiction and conflicts with their comprehensive plan. Morton has identified this corridor for industrial uses and such zoning districts under Morton code do not permit solar farm development.

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

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

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

   (POSITIVE) According to the site plan there will be a 311 ft setback from the nearest residential properties which exceed Tazewell County's setback requirement. Along with the setback the proposed site will also include vegetative screening.

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

vicinity.

6. (POSITIVE) To project the general welfare of the neighboring vicinity, the proposed special use will be secured by a 7ft chain-linked fence to limit access, vegetative screening, and meet or exceed the required setbacks set by Tazewell County.

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

(POSITIVE) The proposed special use incorporates the following safety measures: a 7ft fence, vegetative screening, and required setbacks. The incorporation of these measures helps protect the enjoyment of the other properties in the immediate vicinity.

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

(POSITIVE) There is no evidence that consistently guarantees that the development of a solar farm will diminish property values for there are studies that support and refute this claim. But efforts are being made to mitigate any impacts to property values such as following Tazewell County Zoning Code, having 7ft fence surrounding the property, and meeting the setback requirements.

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

(POSITIVE) Per the application, all utilities and necessary facilities will be provided.

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

(POSITIVE) The proposed special use will temporarily increase traffic during the construction phase. During construction impact to the roads will minimal since the applicant will not use oversize truck loads. After construction the traffic generated to and from the site will occur during the scheduled on-site maintenance visits.

11. *The evidence establishes that granting the use, which is located one-half mile or less from a livestock feeding operation, will not increase the population density around the livestock*

feeding operation to such levels as would hinder the operation or expansion of such operation.

Not Applicable

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

Not Applicable

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

(POSITIVE) The applicant has entered into an Agricultural Impact Mitigation Agreement (AIMA), which protects the underlying soils and ensures that he soil can be returned to crop production after the project is decommissioned.

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

(POSITIVE) The immediate area surrounding the property in question are mostly A-1 districts or farmland in the Village of Morton. Under Tazewell County code the construction of a solar farm is permitted through special use. Therefore, the proposed special use is consistent with the surrounding uses of property.

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

(POSITIVE) The property in question is currently zoned A-1, which permits the construction of a solar farm as a special use. Therefore, the property in question is suitable for the proposed special use.

which findings of fact are hereby ***ADOPTED*** by the County Board as the reason for ***APPROVING*** the Special Use request, with conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

SECTION I. The petition of Unsicker Sun 3, LLC for a Special Use to allow the

construction of a 2 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District on the following described property:

Current Owner of Property: Getz Land Trust, c/o Douglas S. Getz, 1400 Parkside Ave., Unit 140, Morton, IL 61550

Access through P.I.N. 05-05-24-400-007; an approximate 4.46 acre parcel; and P.I.N. 05-05-24-400-014; an approximate 8.91 +/- acres utilized of an existing 71.25 acre parcel located in part of the E 1/2 of the SE ¼ of Sec 24, T25N, R4W of the 3rd P.M., Groveland Twp., Tazewell Co., IL;

located in a field at the SE corner of the intersection of Unsicker Rd. and W. Birchwood St. (Il. Rte 98), Morton, IL.

is hereby granted, with conditions.

SECTION II. The Community Development Administrator of Tazewell County is hereby authorized and directed to issue any permit for said Special Use.

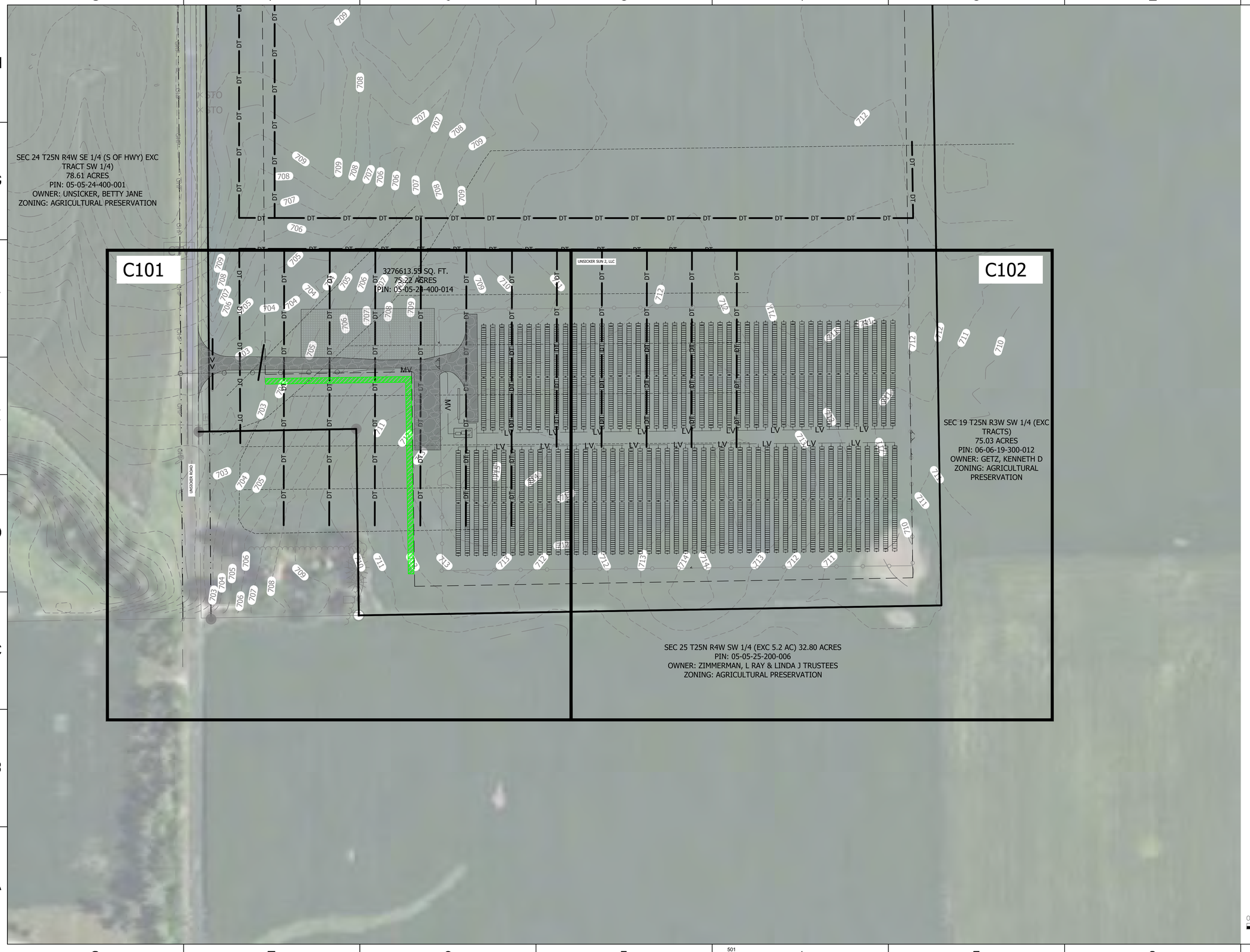
PASSED AND ADOPTED this _____ day of _____, 2024.

Ayes _____ Nays _____ Absent _____

_____
Chairman
Tazewell County Board

ATTEST:

_____
County Clerk
Tazewell County, Illinois



nexamp
101 Summer Street, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

Stantec

Rev	Issued For	Date	Drawn By	Approved By	Sheets Rev

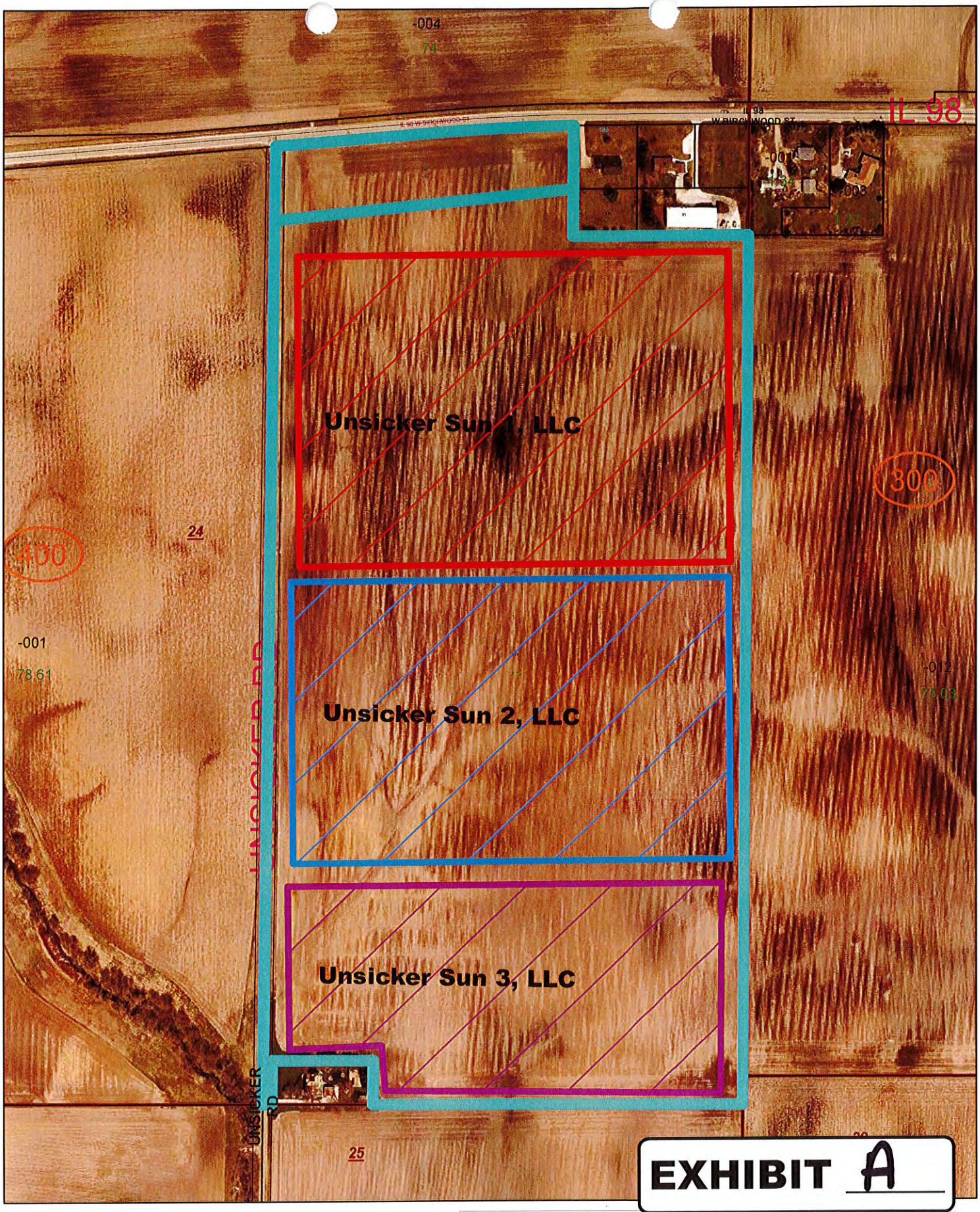
P.E. seal/Consultant: CIVIL ENGINEER

MATTHEW A CLEMENTI
PE 062079433

Project:
UNSICKER SUN 3
TAZEWELL COUNTY, ILINOIS

Drawing Title:
SITE PLAN

Dwg No:	Size: D	Sheet Rev:
C100		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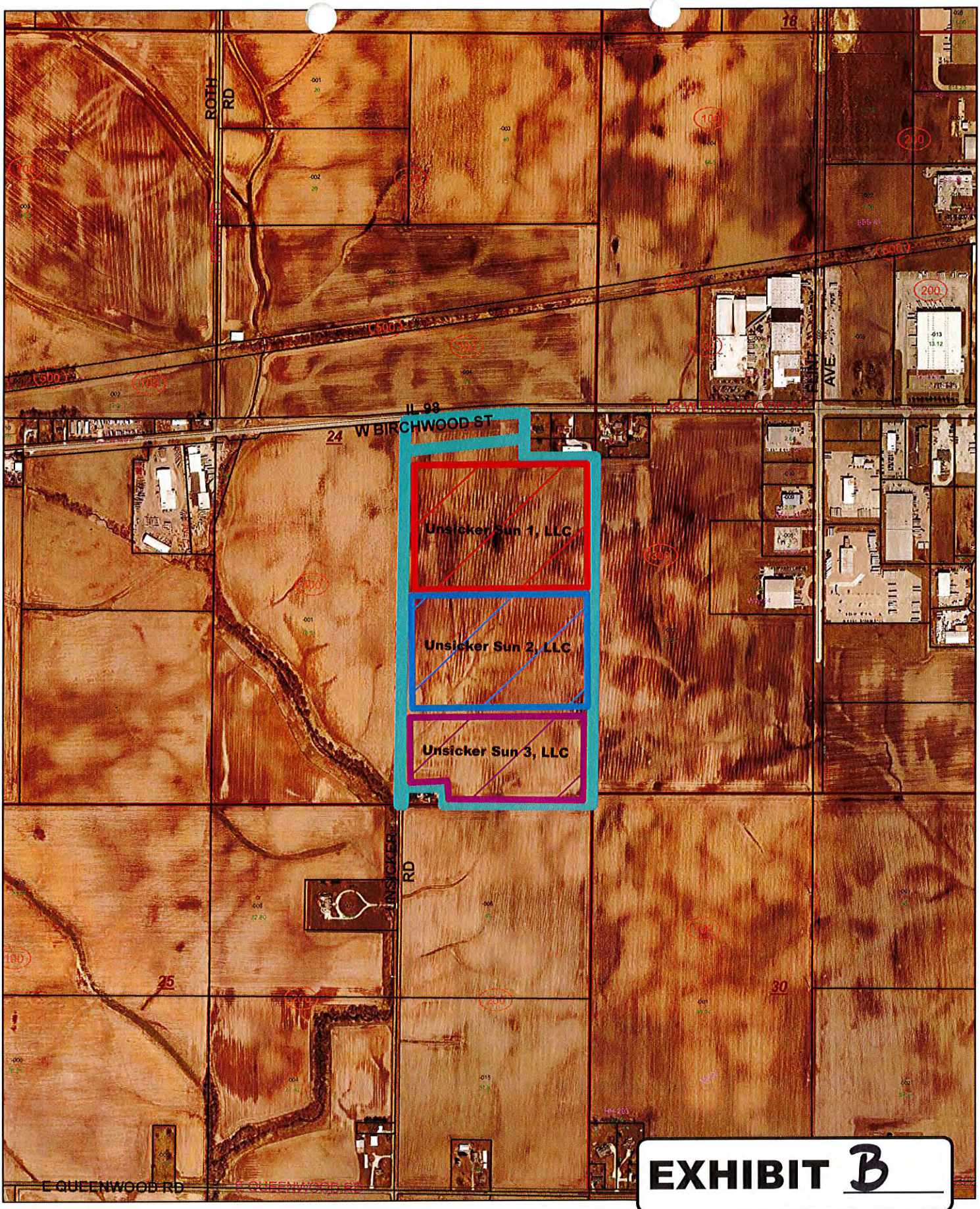
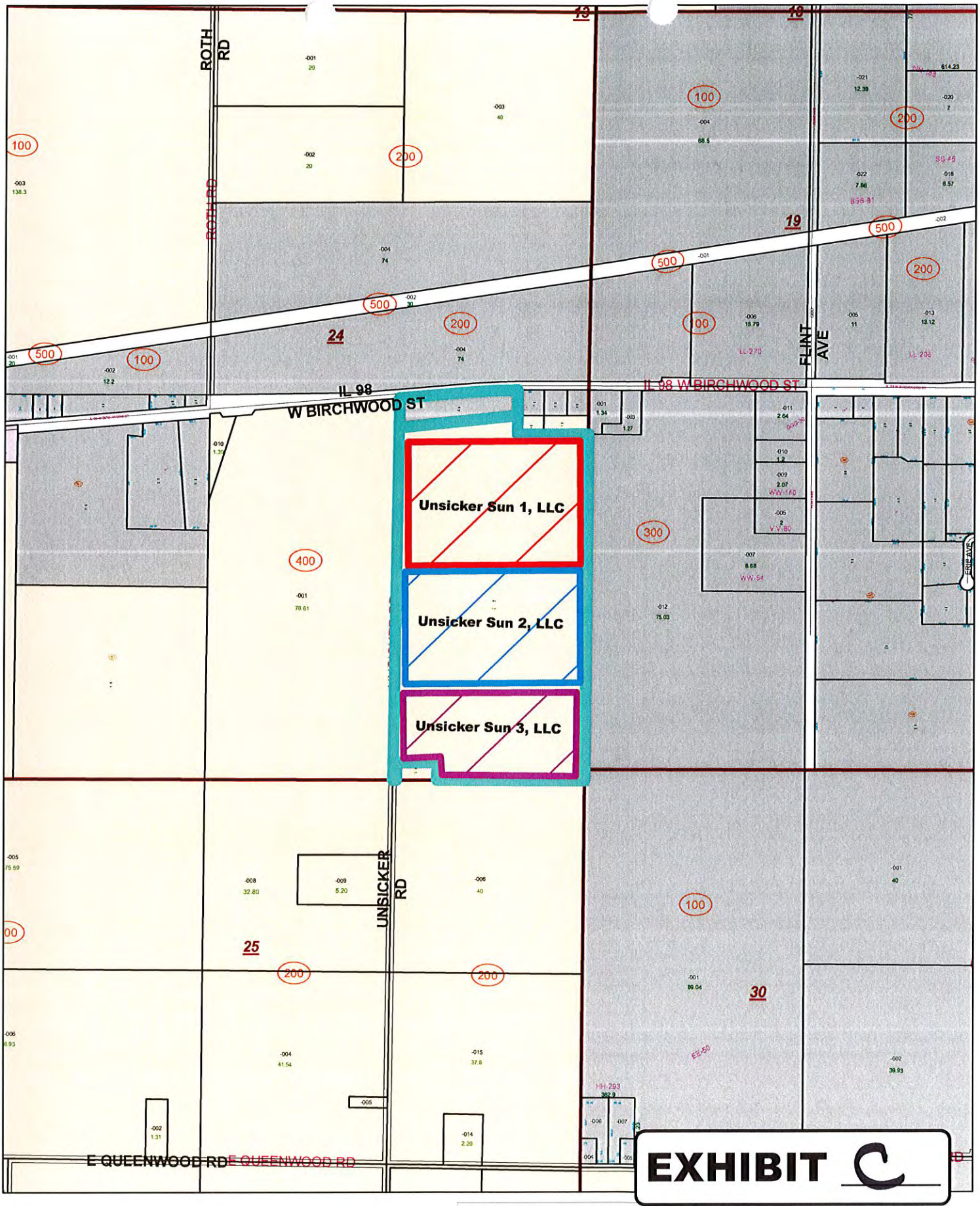


EXHIBIT B

503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Unsicker Sun 1, LLC
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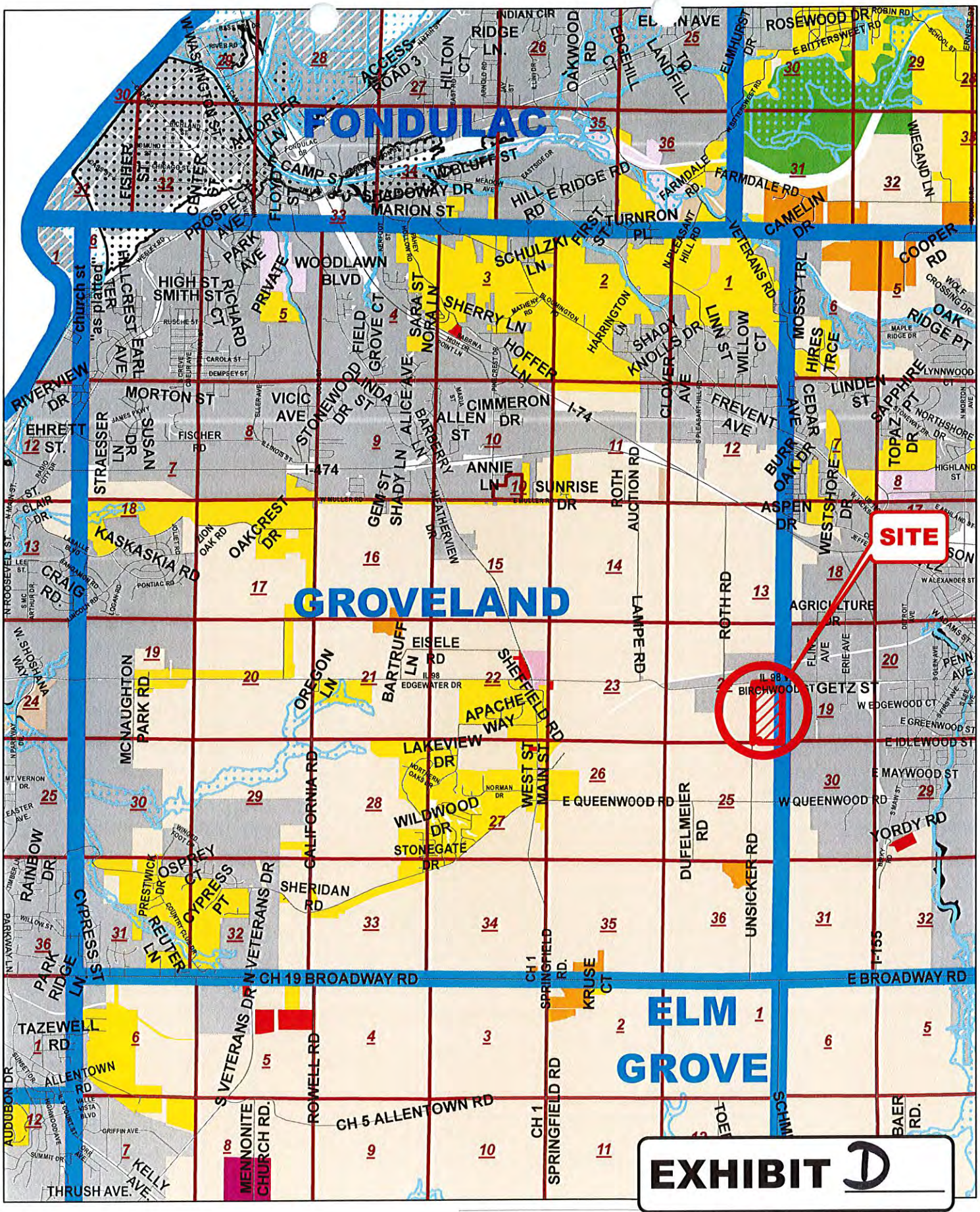
0 237.5 475 950 1,425 1,900 Feet
Zoning District
A-1 C-1 CITY I-1 R-1 R-R
AG Area A-2 C-2 CONS I-2 R-2

EXHIBIT C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AG Area A-2 C-2 CONS I-2 R-2
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Tazewell County Board
Calendar of Meetings
September 2024

Labor Day Holiday	Monday, September 02	County Offices Closed
Finance Budget Nick Graff, Chair	Tuesday, September 03 3:30pm – JCCR	Atkins, Deppert, S. Goddard, Harris, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider, Stahl
Zoning Board of Appeals Duane Lessen, Chair	Wednesday, September 04 5:30pm – JCCR	Crawford, M. Goddard, Hall, Joesting, Nelms, Sinn, Schmidgall
Finance Budget Nick Graff, Chair	Monday, September 09 3:30pm - JCCR	Atkins, Deppert, S. Goddard, Harris, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider, Stahl
Land Use Kim Joesting, Chair	Tuesday, September 10 5:00pm – Jury Room	Crawford, M. Goddard, Hall, Nelms, Sinn, Schmidgall, Stahl
Health Services Jay Hall, Chair	Thursday, September 12 5:30pm – TCHD	S. Goddard, Longfellow, Paget, Sinn, Hopkins, Schmidgall
Insurance Review David Zimmerman, Chair	No September meeting	S. Goddard, Mingus, Rich-Stimson
Finance Budget Nick Graff, Chair	Monday, September 16 3:30pm - JCCR (if needed)	Atkins, Deppert, S. Goddard, Harris, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider, Stahl
Transportation Greg Menold, Chair	Tuesday, September 17 1:30pm - Tremont	Crawford, Deppert, Hall, Harris, Paget, Proehl, Nelms
Property Greg Longfellow, Chair	Tuesday, September 17 3:30pm – JCCR	Atkins, M. Goddard, Graff, Joesting, Mingus, Rich-Stimson, Schneider, Hopkins
Finance Nick Graff, Chair	Tuesday, September 17 following Property – JCCR	Atkins, Deppert, S. Goddard, Harris, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider, Stahl
Human Resources Tammy Rich-Stimson, Chair	Tuesday, September 17 following Finance – JCCR	Atkins, Deppert, S. Goddard, Graff, Harris, Longfellow, Menold, Mingus, Proehl, Schneider, Stahl
Risk Management David Zimmerman, Chair	Wednesday, September 18 4:00pm – Jury Room	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider

Executive David Zimmerman, Chair	Wednesday, September 18 following Risk Management	Atkins, Graff, Hall, Harris, Joesting, Longfellow, Menold, Mingus, Proehl, Rich-Stimson, Schneider
Board of Health	Monday, September 23 6:30pm - TCHD	Hall
County Board	Wednesday, September 25 6:00 pm – JCCR	All County Board Members