McHenry County
County Board - Regular Meeting
AGENDA

March 18, 2026, 7:00 PM
County Board Conference Room
Administration Building, 667 Ware Rd., Woodstock, IL 60098

			Pages
1.	CALL TO ORDER		
2.	PLEDGE OF ALLEGIANCE		
3.	INVOCATION		
	3.a	Pastor Jon Gainer - Grace Fellowship Church of Woodstock	
4.	INTRODUCTORY ROLL CALL		
5.	ADOPT THE AGENDA		
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17.b For Action

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18. REPORTS AND PRESENTATIONS

19. ADMINISTRATOR'S REPORT

20. EXECUTIVE SESSION (IF NECESSARY)

21. ADJOURNMENT

McHenry County

County Board - Committee of the Whole

MINUTES

February 12, 2026, 9:00 AM
County Board Conference Room
Administration Building, 667 Ware Rd., Woodstock, IL 60098

Members Present: Pamela Althoff (D6), Carolyn Campbell (D3), John Collins (D2), Joseph Gottemoller (D4), Terri Greeno (D5), Eric Hendricks (D3), Carl Kamienski (D6), Jim Kearns (D9), Matt Kunkle (D1), Mike Shorten (D4), Michael Skala (D9), Larry Smith (D8), Patrick Sullivan (D1), Paul Thomas (D7), Gloria Van Hof (D2), Tracie Von Bergen (D8), Chairman Mike Buehler

Members Absent: Deena Krieger (D5), Brian Sager (D7)

Portions of these minutes may include content based on transcripts created by Generative AI technology (Otter.ai). Full comments on all agenda items are included in the video recording of this meeting.

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1. CALL TO ORDER

Meeting called to order at: 9:00 A.M.

Also present: Scott Hartman, County Administrator; Alicia Schueller, Deputy County Administrator; Kerri Wisz, Chief Financial Officer; Adam Letendre, Assistant County Administrator; Laura Scarry, Assistant State's Attorney; Kyle Bruett, Assistant State's Attorney; Suzanne Ziebart, Director of Human Resources; Sheriff Robb Tadelman; Sandra Salgado, Sheriff's Business Manager; Shannon Teresi, County Auditor; Stephanie Etten, Chief Deputy Internal Auditor; Joe Korpalski, County Engineer; Darrell Kuntz, Assistant County Engineer; Tom Annarella, Valley Hi Administrator; Adam Wallen, Director of Planning and Development; Melissa Adamson, Health Administrator; Patricia Nomm, Director of Environmental Health; Tom Burroughs, Director of Facilities Management.

2. PLEDGE OF ALLEGIANCE

Larry Smith led the County Board in the Pledge of Allegiance.

3. INTRODUCTORY ROLL CALL

Kathie Bough, Administrative Manager, called the Roll.

4. STATE OF THE COUNTY PRESENTATION, CHAIRMAN MICHAEL BUEHLER

Full comments can be heard on the McHenry County website audio starting at 00:03:55

Chairman Michael Buehler delivered the 2026 State of the County address and highlighted several key initiatives and accomplishments across McHenry County government. He noted recent leadership transitions and emphasized the county’s continued focus on economic and workforce development, particularly through the Foglia Center and investments made through Advance McHenry County. Chairman Buehler also discussed

coordinated efforts to expand workforce housing, strengthen public health initiatives, and support vulnerable residents.

Chairman Buehler detailed progress in public safety, transportation and transit, and tourism initiatives, noting that these efforts were guided by the County's Strategic Plan and the 2050 Comprehensive Plan. He further addressed the county's financial outlook, stating that while the county levy was modestly increased after a decade of reductions, the increase was accompanied by budget cuts and operational efficiencies. Chairman Buehler emphasized that county government still accounts for approximately 6.5 percent of the typical property tax bill, reflecting the county's continued commitment to fiscal responsibility and transparency.

5. MEMBERS' COMMENT

Full comments can be heard on the McHenry County website audio starting at 00:32:26

Mr. Thomas informed the Board and the public that the McHenry County Conservation District would be hosting open houses regarding its 2040 Comprehensive Plan. He stated that the first open house would take place on Wednesday, February 18, from 5:00 to 7:00 p.m. at the Lost Valley Visitor Center, and the second would be held on Wednesday, March 4, from 5:00 to 7:00 p.m. at McHenry County College. Mr. Thomas noted that he was using his comment time to share information about these upcoming events.

6. PUBLIC COMMENT

Full comments can be heard on the McHenry County website audio starting at 00:33:41

Lynda Haimbaugh, of Village of Greenwood IL, regarding Slaughterhouse

James Ferrehi, of Wonder Lake IL, regarding Slaughterhouse

Elaine Baron, of Wonder Lake IL, regarding Slaughterhouse

Jacon Trom, of Wonder Lake IL, regarding Slaughterhouse

Patricia Murray, of Chicago IL, regarding Opal Solar

7. REPORTS AND PRESENTATIONS

7.a Internal and Budget Controls

Full comments can be heard on the McHenry County website audio starting at 00:44:49

Chief Financial Officer Kerri Wisz and County Auditor Shannon Teresi provided an overview of McHenry County's internal financial controls and budget processes. They explained that the County uses Microsoft Dynamics 365 (D365) to manage finances, organizing transactions by account, spending category, department, division, and fund. This structure helps ensure expenses are coded correctly so financial reporting and future budgeting remain accurate.

They noted that budget controls in D365 are enforced at the fund, department, and major spending category level, which aligns with how the County Board adopts the budget. Transactions cannot be processed if they exceed Board-approved budgets, as the system includes "hard stops" that block payments until a budget amendment is approved by the Board. Budget adjustments within the same department and fund may be handled administratively, while transfers between funds, departments, or increases to the total budget require Board approval.

Staff also outlined the payment workflow and oversight process. Departments enter and approve invoices in D365, after which the County Auditor's Office performs an independent review to confirm compliance with Board policies, purchasing rules, and contracts. Once approved, Finance processes payments and the Treasurer's Office issues checks or wires and manages fund transfers. Each step is recorded within the system to ensure accountability.

The presenters explained that the Auditor's Office provides an additional layer of oversight by reviewing purchases, verifying proper approvals and separation of duties, and helping departments strengthen internal controls. The Treasurer's Office, led by Treasurer Donna Kurtz, manages approximately 85 bank accounts and reconciles all transactions within D365 to ensure bank activity matches the County's financial records.

Staff also briefly discussed payroll controls, noting that positions and pay rates are governed by the Board-approved roster. Payroll is processed through Kronos, with a transition to ADP underway, and department heads approve employee time before payroll is finalized. Overall, they emphasized that McHenry County's financial system uses multiple layers of oversight—including Board policies, system controls, auditor review, and treasury reconciliation—to maintain transparency, accountability, and responsible fiscal management.

8. NEW BUSINESS

8.a Review of the February 17, 2026 County Board Agenda Items

Full comments can be heard on the McHenry County website audio starting at 01:28:04

Chairman Buehler asked for any items that Board members will remove to allow staff that is not necessary for questions to return to their departments.

ITEMS REMOVED FOR DISCUSSION

ZONING PETITIONS

10.b.1 - Z25-0068 Bazylyuk, Greenwood Twp, A1-A1CV [Requires a favorable vote of three-fourths (3/4) of all members.], removed for discussion by Mr. Skala

NEW & UNFINISHED BUSINESS

13.d - Resolution Authorizing an Adjustment to the General Fund, Illinois Municipal Retirement Fund (IMRF), Federal Insurance Contributions Act Fund (FICA), Highway Fund and Valley Hi Fund and Emergency Appropriation in the FY25 Budget (18), removed for discussion by Mr. Skala

13.f - Resolution Authorizing the McHenry County Sheriff's Office to Adjust and Increase Statutory Fees and Adopt Additional Charges Based on the Bellwether Cost Study for Serving Fees, Additional Person Served and Eviction Stand by Fee (32), removed for discussion by Mr. Kearns

13.k - Resolution Providing for the Jurisdictional Transfer of Fleming Road (County Highway V25) from the County of McHenry to the Village of Bull Valley and the Greenwood Township Road District and Appropriating Funds (82), removed for discussion by Mr. Smith

TRANSPORTATION

16.b.6.1 - Resolution Approving an Engineering Services Agreement with Ciorba Group, Inc. and Appropriating Funds for Professional Construction Engineering Services for the Replacement of the Township West Solon Road Bridge (82), removed for discussion by Mr. Hendricks

ORDINANCES

17.a.1 - An Ordinance Amending Ordinance O-202310-06-062 and the County Purchasing Ordinance Table of Contents and Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, and 16, removed for discussion by Mr. Kearns

DISCUSSION

ZONING PETITIONS

10.b.1 - Z25-0068 Bazylyuk, Greenwood Twp, A1-A1CV [Requires a favorable vote of three-fourths (3/4) of all members.]

Mr. Skala stated that he intended to comment on the zoning request. He noted that pages nine through nineteen of the report contain detailed comments from the Zoning Board of Appeals explaining the reasoning behind each member's vote. He encouraged Board members to review those pages, stating that he had not previously seen a petition that included ten pages of comments from seven Zoning Board members, which he believed reflected the level of detail and consideration given to the case.

He stated that, in his view, the standards required for approval of a conditional use permit were not satisfied. He also noted that he strongly disagreed with comments made by Mr. Aldridge, stating that he believed they were taken out of context. He added that the other Zoning Board members clearly outlined their reasoning for opposing the petition.

Mr. Skala concluded by stating that the Zoning Board's comments thoroughly explained the concerns with the request and encouraged the Board to vote against the petition.

NEW & UNFINISHED BUSINESS

13.d - Resolution Authorizing an Adjustment to the General Fund, Illinois Municipal Retirement Fund (IMRF), Federal Insurance Contributions Act Fund (FICA), Highway Fund and Valley Hi Fund and Emergency Appropriation in the FY25 Budget (18)

The Board discussed a resolution requiring approximately $3.2 million from the General Fund balance to cover 2025 budget overages. These overages were primarily related to personnel costs in the Sheriff's Office and also affected the FICA and IMRF funds, Valley Hi Nursing Home, and the Division of Transportation. The item was discussed during Committee of the Whole because the Finance Committee did not have a quorum to act on it.

The Finance Chair noted concern that repeatedly using General Fund reserves to cover personnel costs could create long-term financial pressure, particularly as the fund balance approaches the Board's five-month reserve policy minimum.

Chief Financial Officer Kerri Wisz explained that personnel budgets are normally built using a detailed roster that includes positions, wages, benefits, and step increases. In the past, vacancy savings helped offset cost increases. However, after recent market adjustments increased wages and reduced vacancies, those savings no longer exist, which contributed to the current overages.

She explained that part of the Sheriff's Office overage resulted from union contracts approved the same night as the 2025 budget. The budget used an estimated placeholder rather than a full cost model, and later analysis showed the contracts cost more than originally projected. This issue has been corrected in the 2026 budget.

Additional factors included higher FICA and IMRF contributions tied to increased payroll, staffing increases at Valley Hi to support the Heart of the Valley memory care wing, and higher benefit costs at the Division of Transportation due to employees selecting family health coverage instead of single coverage. The CFO also explained that the County's reduced vacancy holdback policy and near-full staffing levels eliminated the budget cushion that had previously absorbed some cost increases.

Sheriff Rob Tadelman explained that part of the variance involved compensatory time payouts. Deputies can accumulate comp time instead of overtime pay, but contracts require balances to be reduced at year-end, often resulting in payouts. Because wages increased after market adjustments, payouts for previously earned comp time were higher. About $500,000 of the Sheriff's variance was attributed to these higher payout costs combined with the earlier contract estimate issue. He also noted that comp time had not been tracked as a separate budget line, making it harder to identify the issue earlier.

Board members discussed the need for improved financial reporting and better monitoring tools. County Administrator Scott Hartman noted that past budgeting assumptions about vacancies, inflation, and mandates have changed and emphasized the need for clearer financial reporting and updated budget policies. The resolution was described as a corrective measure to align the budget with actual operating costs.

13.f - Resolution Authorizing the McHenry County Sheriff's Office to Adjust and Increase Statutory Fees and Adopt Additional Charges Based on the Bellwether Cost Study for Serving Fees, Additional Person Served and Eviction Stand by Fee (32)

The Board discussed proposed updates to Sheriff's Office service fees based on a Bellwether cost study. Members asked whether the updated fees would fully cover the County's costs and how situations are handled when multiple deputies respond but the statute only allows charging for one.

Sheriff Tadelman explained that the study was necessary because some fees previously charged were not aligned with current statutes. Without an updated study, the County would have been required to revert to statutory minimum fees that were even lower than those supported by a 2004 study. The Bellwether study documented operational practices, time requirements, statutory limits, and the cost of providing services such as civil process and evictions.

He noted that sometimes multiple deputies respond for safety reasons, but the statute only allows recovery of costs for one deputy's time. As a result, the County cannot fully recover all costs in some situations. The Sheriff also stated that the study remains valid unless the governing statutes change.

13.k - Resolution Providing for the Jurisdictional Transfer of Fleming Road (County Highway V25) from the County of McHenry to the Village of Bull Valley and the Greenwood Township Road District and Appropriating Funds (82)

The Board discussed transferring jurisdiction of Fleming Road from McHenry County to the Village of Bull Valley along with $4 million in Regional Transportation Authority (RTA) funds. A Board member questioned why the County would transfer the road while also providing funding.

The Director of Transportation explained that previous improvement projects on Fleming Road had been highly controversial because residents opposed bringing the road up to full County standards. Since the road requires significant repairs, the County negotiated a jurisdictional transfer allowing the Village to manage future improvements in a way that reflects local preferences.

He noted that the $4 million had already been programmed in the County's transportation plan and represents what the County expected to spend if the road remained under County jurisdiction. The funds are restricted to improvements on Fleming Road. A Transportation Committee member supported the transfer, stating that it resolves a long-standing issue and allows the Village to determine how the road should be maintained and improved.

<u>TRANSPORTATION</u>

16.b.6.1 - Resolution Approving an Engineering Services Agreement with Ciorba Group, Inc. and Appropriating Funds for Professional Construction Engineering Services for the Replacement of the Township West Solon Road Bridge (82)

The Board reviewed approval of a consultant contract for a Department of Transportation project. A member asked why the item did not go to the Finance Committee and questioned the use of the term "preferred bidder."

The Director of Transportation explained that the project did not exceed the financial threshold requiring Finance Committee review, so it only required Transportation Committee approval. He also clarified that the contract used a Qualifications-Based Selection (QBS) process, which is standard for engineering services. Thirteen firms submitted qualifications, which were evaluated and ranked based on experience

and expertise. The County then negotiated a contract with the top-ranked firm. In this case, “preferred” referred to the highest-ranked firm rather than the lowest price bidder.

ORDINANCES

17.a.1 - An Ordinance Amending Ordinance O-202310-06-062 and the County Purchasing Ordinance Table of Contents and Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, and 16

The Board reviewed proposed amendments to the Purchasing Ordinance. A member asked for clarification about the purpose of the changes.

County Administrator Scott Hartman explained that the amendments were mainly due to an organizational restructuring. The former Director of Procurement and Special Services role has been reorganized into an Assistant County Administrator position, and purchasing responsibilities will now operate as a division under the Chief Financial Officer.

Staff explained that most changes simply update references in the ordinance to reflect the new structure. Additional revisions clarify procurement language, such as procedures for canceling bids or proposals. Staff emphasized that key provisions—including the $30,000 formal bidding threshold and departmental spending limits—remain unchanged. The amendments primarily update organizational references and clarify procedures rather than changing purchasing policy.

9. ADMINISTRATOR'S REPORT

Full comments can be heard on the McHenry County website audio starting 02:35:12

County Administrator Scott Hartman provided several updates to the Board. He first reported on the performance of the Mental Health Board sales tax. Staff had previously projected that the dedicated sales tax would come in slightly above the former property tax levy for the Mental Health Board, which was $10,950,000. After receiving the final sales tax distribution for the fiscal year, the total came in at approximately $11,150,000, about $200,000 above the former levy amount. Mr. Hartman noted that this result demonstrates strong sales tax performance and supports the County’s decision to fund the Mental Health Board through a dedicated sales tax rather than property taxes.

Mr. Hartman also discussed the recent People in Need Forum held at McHenry County College. He stated that attendance was significant, with a full parking lot and a gymnasium filled with service provider booths. He described the event as demonstrating the breadth of social services available in McHenry County and the strong collaboration among agencies. The event allows service providers to coordinate services and also helps residents and referring professionals learn about available resources. He thanked McHenry County College for hosting the event and noted that the Mental Health Board played a major role in organizing it. He also stated that the Chicago Metropolitan Agency for Planning attended the event to gather input for the County’s Housing Readiness Plan and workforce housing efforts. Congressman Bill Foster also attended and spoke with service providers to learn about local programs.

Mr. Hartman then reported on a recent call with Moody’s regarding a review of the County’s credit rating. McHenry County currently holds a Triple-A bond rating. Mr. Hartman and Chief Financial Officer Kerri Wisz participated in the call, during which Moody’s asked questions about the County’s finances, economic activity, and reserve levels. Mr. Hartman emphasized that Moody’s placed particular focus on the County’s fund balances and noted that maintaining strong reserves is critical to preserving the County’s credit rating and keeping borrowing costs low. A follow-up call with Moody’s is scheduled for the following week to review additional information.

Ms. Wisz explained that the review was triggered in part by borrowing activity by the McHenry County Conservation District, which is included in the County’s financial statements as a component unit. Because the County Board approves the Conservation District’s budget, Moody’s also evaluates the County’s financial position when the District issues debt. During the discussion, Mr. Hendricks asked whether significant Conservation District debt could affect the County’s rating. Mr. Hartman and Ms. Wisz stated they would review the statutory relationship and provide additional clarification to the Board.

Mr. Hartman concluded his report by inviting Alicia Schueller to share an announcement regarding a federal grant. Ms. Schueller reported that McHenry County has been awarded $1.2 million in federal Community Project Funding for the build-out of a headquarters facility for the County's Police Social Work Program. She explained that the project has been part of the County's federal legislative agenda for the past two years and that the County must complete the federal grants process to receive the funds. The funding will support the nationally recognized Police Social Work Program, which embeds social workers with the Sheriff's Office and 17 municipal police departments, and will help establish a permanent headquarters for the program.

10. OTHER

None.

11. EXECUTIVE SESSION (IF NECESSARY)

Mover: Althoff
Seconder: Gottemoller

That the Board move to Executive Session at 11:42 A.M.

Aye (16): Althoff, Campbell, Collins, Gottemoller, Greeno, Hendricks, Kamienski, Kearns, Kunkle, Shorten, Skala, Smith, Sullivan, Thomas, Van Hof, and Von Bergen

Absent (2): Krieger, and Sager

Approved (16 to 0)

Mover: Skala
Seconder: Althoff

That the Board exit Executive Session at 12:08 P.M.

Aye (16): Althoff, Campbell, Collins, Gottemoller, Greeno, Hendricks, Kamienski, Kearns, Kunkle, Shorten, Skala, Smith, Sullivan, Thomas, Van Hof, and Von Bergen

Absent (2): Krieger, and Sager

Approved (16 to 0)

Mover: Skala
Seconder: Kunkle

That the Board move to enter Open Session at 12:09 P.M.

Aye (16): Althoff, Campbell, Collins, Gottemoller, Greeno, Hendricks, Kamienski, Kearns, Kunkle, Shorten, Skala, Smith, Sullivan, Thomas, Van Hof, and Von Bergen

Absent (2): Krieger, and Sager

Approved (16 to 0)

12. ADJOURNMENT

Mover: Skala
Seconder: Kamienski

To Adjourn at 12:10 P.M. -TCCazares

Aye (16): Althoff, Campbell, Collins, Gottemoller, Greeno, Hendricks, Kamienski, Kearns, Kunkle, Shorten, Skala, Smith, Sullivan, Thomas, Van Hof, and Von Bergen

Absent (2): Krieger, and Sager

Approved (16 to 0)

McHenry County
County Board - Regular Meeting
MINUTES

February 17, 2026, 7:00 PM
County Board Conference Room
Administration Building, 667 Ware Rd., Woodstock, IL 60098

Members Present: Pamela Althoff (D6), Carolyn Campbell (D3), John Collins (D2), Joseph Gottemoller (D4), Terri Greeno (D5), Eric Hendricks (D3), Carl Kamienski (D6), Jim Kearns (D9), Deena Krieger (D5), Matt Kunkle (D1), Mike Shorten (D4), Michael Skala (D9), Larry Smith (D8), Patrick Sullivan (D1), Paul Thomas (D7), Gloria Van Hof (D2), Tracie Von Bergen (D8), Chairman Mike Buehler

Members Absent: Brian Sager (D7)

Full comments on all agenda items are included in the video recording of this meeting.

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1. CALL TO ORDER

The meeting was called to order by Chairman Buehler at 7:00 pm.

2. PLEDGE OF ALLEGIANCE

Mr. Kunkle lead the meeting in the Pledge of Allegiance.

3. INVOCATION

Reverend Tom Wendt of the Unity Spiritual Center of Woodstock gave the Invocation.

4. INTRODUCTORY ROLL CALL

Ms. Althoff made a motion seconded by Ms. Campbell to allow Ms. Kreiger and Mr. Shorten to attend the meeting remotely. The motion passed by unanimous voice vote.

5. ADOPT THE AGENDA

Mover: Skala
Seconder: Gottemoller

To adopt the Agenda as presented.

Approved by Voice

6. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

Ms. Greeno made a motion to amend the Minutes of the January 20, 2026, meeting. Chairman Buehler also spoke. Full comments can be heard on the McHenry County website beginning at 0:07:29 of the audio.

Mover: Skala
Seconder: Gottemoller

To approve the Minutes as presented below.

Approved by Voice

Amendment:
Mover: Greeno
Seconder: Kunkle

To amend 6.b

Defeated by Voice

6.a County Board- Committee of the Whole- January 15, 2026

6.b County Board- Regular Meeting- January 20, 2026

7. CHAIRPERSON'S REMARKS / REPORT

Chairman Buehler spoke. Full comments can be heard on the McHenry County website beginning at 0:09:10 of the audio.

8. MEMBERS' COMMENTS

Ms. Campbell spoke. Full comments can be heard on the McHenry County website beginning at 0:12:22 of the audio.

9. SPECIAL RECOGNITION

9.a Emergency Management Volunteer Award Presentation (34)

Ms. Campbell read the Proclamation for the Emergency Management Volunteer Award Presentation into the record. Full comments can be heard on the McHenry County website beginning at 0:15:11 of the audio.

10. ZONING PETITIONS

10.a Zoning Consent Agenda

Mover: Althoff
Seconder: Smith

To approve Zoning Consent Agenda

Aye (15): Althoff, Campbell, Collins, Gottemoller, Greeno, Kamienski, Kearns, Krieger, Kunkle, Shorten, Skala, Smith, Sullivan, Thomas, and Van Hof

Nay (1): Hendricks

Abstain (1): Von Bergen

Absent (1): Sager

Approved (15 to 1)

10.a.1 Z25-0098 Dacy Trust, Dunham Twp, A1C-A1CV (Requires majority vote of members present.)

Mover: Althoff
Seconder: Smith

To approve Z25-0098 Dacy Trust, Dunham Twp, A1C-A1CV

Approved

10.a.2 Z25-0100 Arena Opal Solar, Dorr Twp, I1-I1C (Requires majority vote of members present.)

Mover: Althoff
Seconder: Smith

To approve Z25-0100 Arena Opal Solar, Dorr Twp, I1-I1C

Approved

10.a.3 Z25-0106 Unilock Chicago, Inc., Riley Twp, A1CV-I2V (Requires majority vote of all members.)

Mover: Althoff
Seconder: Smith

To approve Z25-0106 Unilock Chicago, Inc., Riley Twp, A1CV-I2V

Approved

10.a.4 Z25-0110 New Crescent Moon Farms, LLC, Dunham Twp, A1-A2 (Requires majority vote of all members.)

Mover: Althoff
Seconder: Smith

To approve Z25-0110 New Crescent Moon Farms, LLC, Dunham Twp, A1-A2

Approved

10.b Zoning Regular Agenda

10.b.1 Z25-0068 Bazylyuk, Greenwood Twp, A1-A1CV [Requires a favorable vote of three-fourths (3/4) of all members.]

The following members spoke: Mr. Smith, Mr. Skala, Ms. Greeno, Ms. Van Bergen and Mr. Gottemoller. Full comments can be heard on the McHenry County website beginning at 0:22:48 of the audio.

Mover: Smith
Seconder: Collins

To approve Z25-0068 Bazylyuk, Greenwood Twp, A1-A1CV

Nay (17): Althoff, Campbell, Collins, Gottemoller, Greeno, Hendricks, Kamienski, Kearns, Krieger, Kunkle, Shorten, Skala, Smith, Sullivan, Thomas, Van Hof, and Von Bergen

Absent (1): Sager

Defeated (0 to 17)

10.c Zoning Unfinished Business

11. PLATS

12. PUBLIC COMMENT

The following individuals spoke:

Kirk Donald spoke in response to Member Commentary during the January 20, 2026 meeting to clarify an incident that occurred in Minneapolis, Minnesota as represented by the County Board Member, which involved Immigration Customs Enforcement (ICE) agents and a specific family as was reported in general news outlets.

Lloyd Everard of Crystal Lake spoke in recommendation of Nora Zeller to be appointed to the Conservation District.

Full comments can be heard on the McHenry County website beginning at 0:26:13 of the audio.

13. NEW AND UNFINISHED BUSINESS

Mover: Skala
Seconder: Von Bergen

To approve New and Unfinished Business

Aye (16): Althoff, Campbell, Collins, Greeno, Hendricks, Kamienski, Kearns, Krieger, Kunkle, Shorten, Skala, Smith, Sullivan, Thomas, Van Hof, and Von Bergen

Absent (2): Gottemoller, and Sager

Approved (16 to 0)

13.a Resolution Authorizing a Joint Funding Agreement with the United States Geological Survey for the Purpose of Continuing the Continuous Monitoring of 37 Groundwater Wells and One Streamflow Gage for FY 2026-2028 (10)

Mover: Skala
Seconder: Von Bergen

To authorize entering into a Joint Funding Agreement with the United States Geological Survey (USGS) for the purpose of continuing the maintenance and real-time monitoring of 37 groundwater wells and one streamflow gage in McHenry County for FY 2023-2025.

Approved

13.b Resolution Authorizing a Contract with Alpha Controls & Services, Rockford, IL, for a Building Automation System Energy Efficiency Upgrade. (16)

Mover: Skala
Seconder: Von Bergen

To authorize a contract with Alpha Controls & Services, of Rockford, IL. For the upgrade of the building automation system serving the Courthouse and Jail.

Approved

13.c Resolution Authorizing a Two (2) Year Contract and Two (2) Additional Option Years with LionHeart Critical Power Specialists, Inc of Huntley, IL for Maintenance Service & Repair of Critical Power Systems (16)

Mover: Skala
Seconder: Von Bergen

Approve the acceptance of the proposal from LionHeart Critical Power Specialists, Inc of Huntley, IL for Critical Power Systems (emergency generators and associated transfer switches controllers etc.) Maintenance Service and Repair in the amount of $42,389

Approved

13.e Resolution Authorizing a Three-Year Proofpoint Subscription Service and Support Renewal with CDW*G LLC in FY2026 (20)

Mover: Skala
Seconder: Von Bergen

To approve Resolution Authorizing a Three-Year Proofpoint Subscription Service and Support Renewal with CDW*G LLC in FY2026

Approved

13.f Resolution Authorizing the McHenry County Sheriff's Office to Adjust and Increase Statutory Fees and Adopt Additional Charges Based on the Bellwether Cost Study for Serving Fees, Additional Person Served and Eviction Stand by Fee (32)

Mover: Skala
Seconder: Von Bergen

The Sheriff's Office worked with Bellwether to complete a comprehensive analysis of all fees in the Sheriff's Office. The final report proposed increases in fees in three areas of service which the Sheriff is proposing the County Board approve.

Approved

13.g Resolution Confirming the Partnership & Contract Between The 22nd Judicial Circuit and Scram Systems of Illinois (SSI) for the Provision of Electronic Monitoring Equipment and Monitoring Services (43)

Mover: Skala
Seconder: Von Bergen

Approval of resolution acknowledging the signed Master Agreement (attached) between McHenry County and SCRAM Systems of Illinois (SSI).

Approved

13.h Resolution Authorizing a One-Year Contract with Integrated Home Care Services Chicago, dba Integrated Respiratory Solutions to Provide Respiratory Therapy Services to Valley Hi Nursing Home (61)

Mover: Skala
Seconder: Von Bergen

Valley Hi seeks authorization to enter into a one-year contract, with Integrated Home Care Services Chicago, dba Integrated Respiratory Solutions to provide respiratory therapy, diagnostics, equipment supplies and related services to Valley Hi Nursing Home. Integrated Respiratory Therapy has been a quality partner with Valley Hi for the past few years providing timely service to Valley Hi residents.

Approved

13.j Resolution Authorizing a Contract Renewal with Ayres Associates Inc. for Orthophotography (65)

Mover: Skala
Seconder: Von Bergen

Request County Board approval of attached resolution to renew contract for orthophotography services with Ayres Associates Inc., Madison, WI.

Approved

13.d Resolution Authorizing an Adjustment to the General Fund, Illinois Municipal Retirement Fund (IMRF), Federal Insurance Contributions Act Fund (FICA), Highway Fund and Valley Hi Fund and Emergency Appropriation in the FY25 Budget (18)

PULLED FROM THE CONSENT AGENDA

The following member spoke: Ms. Greeno. Full comments can be heard on the McHenry County website beginning at 0:31:25 of the audio.

Mover: Skala
Seconder: Collins

To approve a resolution authorizing an adjustment to the general fund, Illinois Municipal Retirement Fund, Federal Insurance Contributions Act Fun, Highway Fund and Valley Hi Fund and Emergency Appropriation in the FY25 budget.

Aye (16): Althoff, Campbell, Collins, Greeno, Hendricks, Kamienski, Kearns, Krieger, Kunkle, Shorten, Skala, Smith, Sullivan, Thomas, Van Hof, and Von Bergen

Absent (2): Gottemoller, and Sager

Approved (16 to 0)

13.i Resolution Authorizing Entering into a Contract with 1 Source Mechanical of DeKalb, IL for the Installation of the Pre-Purchased Chiller for Valley Hi and an Emergency Appropriation to the Valley Hi FY26 Operating Budget (61)

PULLED FROM CONSENT AGENDA

Mover: Skala
Seconder: Kearns

Valley Hi is seeking authorization to enter into a contract with 1 Source Mechanical of DeKalb, IL for the installation of the pre-purchased packaged chiller unit to serve Valley Hi Nursing Home.

Aye (16): Althoff, Campbell, Collins, Greeno, Hendricks, Kamienski, Kearns, Krieger, Kunkle, Shorten, Skala, Smith, Sullivan, Thomas, Van Hof, and Von Bergen

Absent (2): Gottemoller, and Sager

Approved (16 to 0)

13.k Resolution Providing for the Jurisdictional Transfer of Fleming Road (County Highway V25) from the County of McHenry to the Village of Bull Valley and the Greenwood Township Road District and Appropriating Funds (82)

PULLED FROM CONSENT AGENDA

Mr. Smith spoke. Full comments can be heard on the McHenry County website beginning at 0:35:11 of the audio.

Mover: Kearns
Seconder: Smith

To approve an intergovernmental agreement with the Village of Bull Valley and the Greenwood Township Road District transferring jurisdiction of Fleming Road from the County to the Village and Township and appropriating funds.

Aye (14): Althoff, Campbell, Collins, Greeno, Hendricks, Kamienski, Kearns, Krieger, Shorten, Skala, Sullivan, Thomas, Van Hof, and Von Bergen

Nay (2): Kunkle, and Smith

Absent (2): Gottemoller, and Sager

Approved (14 to 2)

14. APPOINTMENTS

14.a Appointments to the Emergency Telephone System Board, Ethics Commission and the Conservation District as of February 17, 2026 (12)

Mover: Campbell
Seconder: Althoff

To approve the appointments to the Emergency Telephone System Board, Ethics Commission, and Conservation District as of February 17, 2026.

Aye (16): Althoff, Campbell, Collins, Greeno, Hendricks, Kamienski, Kearns, Krieger, Kunkle, Shorten, Skala, Smith, Sullivan, Thomas, Van Hof, and Von Bergen

Absent (2): Gottemoller, and Sager

Approved (16 to 0)

15. STANDING COMMITTEE CHAIRPERSON UPDATES / LIAISON REPORTS

The following members spoke: Mr. Thomas, Mr. Greeno, Ms. Campbell and Mr. Smith. Chairman Buehler also spoke. Full comments can be heard on the McHenry County website beginning at 0:37:42 of the audio.

16. ROUTINE CONSENT AGENDA

Mover: Skala
Seconder: Kearns

To approve the Routine Consent Agenda

Aye (16): Althoff, Campbell, Collins, Greeno, Hendricks, Kamienski, Kearns, Krieger, Kunkle, Shorten, Skala, Smith, Sullivan, Thomas, Van Hof, and Von Bergen

Absent (2): Gottemoller, and Sager

Approved (16 to 0)

16.a Receipt of Statutory Reports and Placed on File

16.a.1 County Clerk/Recorder

16.a.1.1 January 2026 Clerk And Recorder Board Report

16.a.2 Emergency Management Agency

16.a.2.1 EMA Monthly January 2026

16.a.3 Public Defender

16.a.3.1 JANUARY PUBLIC DEFENDER MONTHLY REPORT

16.a.4 Coroner Report

16.a.4.1 Coroners Monthly Report January 2026

16.a.5 Sheriff's Report

16.a.5.1 Sheriff's Monthly Report: January 2026

16.a.6 Treasurer's Report

16.a.6.1 Treasurer Report December 2025

16.a.7 Mental Health Board

16.a.7.1 MHB FY25 Q4 County Board Report

16.b Approve the Following Recommendations

16.b.1 Administrative Services

16.b.2 Finance and Audit

16.b.3 Law & Government/Liquor

16.b.4 Planning, Environment & Development

16.b.4.1 Resolution Authorizing Execution of a Stormwater Management Conservation Easement In lieu of Stormwater Storage for Permit SW-26-013 at 7412 Shields Road, Harvard, IL, Alden Township (10)

Mover: Skala
Seconder: Kearns

To approve a resolution authorizing the County Board Chairman to execute a conservation easement in lieu of stormwater storage as part of Permit SW-26-013 on the property located at 7412 Shields Rd, Harvard, IL, 60033, in Alden Township, as provided in the Stormwater Management Ordinance.

Approved

16.b.4.2 Resolution Authorizing an Intergovernmental Agreement Between McHenry County and the McHenry-Lake County Soil and Water Conservation District for the Purpose of Obtaining Wetland Services in FY2026 (10)

Mover: Skala
Seconder: Kearns

To approve an Intergovernmental Agreement (IGA) with the McHenry-Lake County Soil and Water Conservation District for the purpose of obtaining the services of a wetland specialist to aid in providing customer service, enforcing the wetland provisions of the McHenry County Stormwater Management Ordinance (SMO), and reviewing permit applications based on the relevant wetland provisions of the SMO.

Approved

16.b.4.3 Resolution to Renew a Two-Year Contract for the Environmental Defenders of McHenry County to Manage the McHenry County Schools Environmental Education Program (MCSEEP) for the Period of December 1, 2025 to November 30, 2027. (10)

Mover: Skala
Seconder: Kearns

Approve a two (2) year contract for the Environmental Defenders of McHenry County to manage the McHenry County Schools Environmental Education Program (MCSEEP) for the period of December 1, 2025 to November 30, 2027.

Approved

16.b.5 Public Health & Community Services

16.b.6 Transportation

16.b.6.1 Resolution Approving an Engineering Services Agreement with Ciorba Group, Inc. and Appropriating Funds for Professional Construction Engineering Services for the Replacement of the Township West Solon Road Bridge (82)

Mover: Skala
Seconder: Kearns

Approval of an engineering services agreement with Ciorba Group, Inc. for Construction Engineering Services and appropriating funds.

Approved

16.b.6.2 Resolution Approving an Intergovernmental Agreement with the State of Illinois for Richmond Township's West Solon Road Bridge Replacement Project (82)

Mover: Skala
Seconder: Kearns

To approve an Intergovernmental Agreement between McHenry County and the State of Illinois for the Richmond Township owned West Solon Road over the North Branch Nippersink Creek (056-3142) Bridge Replacement Project.

Approved

16.b.6.3 Resolution Appropriating Funds for Right-of-Way Acquisition Associated with the Marengo Road Bridge Project (82)

Mover: Skala
Seconder: Kearns

To appropriate funds for right-of-way acquisition for the Marengo Road Bridge Project.

Approved

16.b.7 Valley Hi Operating

17. ORDINANCES

17.a For Review

17.a.1 An Ordinance Amending Ordinance O-202310-06-062 and the County Purchasing Ordinance Table of Contents and Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, and 16

To approve the Ordinance updating and amending the County Purchasing Ordinance.

17.a.2 Ordinance Authorizing A Solid Waste Removal Franchise Agreement Renewal

To approve Ordinance authorizing an exclusive municipal solid waste hauler to serve the Fox Lake Vista area as delineated on the attached map.

17.b For Action

17.b.1 Ordinance Regulating and Imposing Fees for Video Gaming Terminals in the Unincorporated Areas of McHenry County (18)

Mover: Skala
Seconder: Smith

To approve an Ordinance regulating and imposing fees for Video Gaming Terminals in the unincorporated areas of McHenry County.

Aye (16): Althoff, Campbell, Collins, Greeno, Hendricks, Kamienski, Kearns, Krieger, Kunkle, Shorten, Skala, Smith, Sullivan, Thomas, Van Hof, and Von Bergen

Absent (2): Gottemoller, and Sager

Approved (16 to 0)

18. REPORTS AND PRESENTATIONS

19. ADMINISTRATOR'S REPORT

County Administrator Scott Hartman spoke. Full comments can be heard on the McHenry County website beginning at 0:43:49 of the audio.

20. EXECUTIVE SESSION (IF NECESSARY)

21. ADJOURNMENT

Mr. Skala made a motion seconded by Mr. Thomas to adjourn the meeting at 7:45 pm. Chairman Buehler declared the motion passed by unanimous voice vote.

_____
Michael Buehler, Chairman

_____
Joseph J. Tirio, County Clerk

P R O C L A M A T I O N

Honoring Janiah Slaughter for Winning the IHSA State Wrestling Championship

WHEREAS, Huntley High School senior Janiah Slaughter won the IHSA state wrestling championship at Bloomington on February 28th, 2026; and

WHEREAS, Janiah Slaughter became the first girls' wrestling state champion in Huntley High School's history; and

WHEREAS, she ended the season with an impressive 37-2 record.

NOW, THEREFORE BE IT PROCLAIMED, by this County Board of McHenry County, Illinois, that the members of the Board congratulate Janiah Slaughter, and Coach Scott Horcher, for her victory.

BE IT FURTHER PROCLAIMED, that this Proclamation be spread upon the records of the McHenry County Board, and that the County Clerk is authorized to distribute certified copies to the County Administrator and Huntley High School as a sign of our respect and esteem.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

PROCLAMATION

SUBJECT: Honoring Janiah Slaughter for Winning the IHSA State Wrestling Championship

---

Board / Committee Action Requested:

To approve a Proclamation honoring Janiah Slaughter for winning the IHSA State Wrestling Championship.

IN THE MATTER OF THE APPLICATION OF ***PERKINS ROAD SOLAR 1 LLC,*** *APPLICANT* FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR A ***CONDITIONAL USE***	))))))	Z25-0112

WHEREAS, your Petitioner ***PERKINS ROAD SOLAR 1 LLC***, as your Applicant, has filed a petition with the McHenry County Zoning Board of Appeals requesting the issuance of a Conditional Use as it relates to the McHenry County Unified Development Ordinance, as it relates to the real property more fully described as:

PARCEL 1: PARCEL ID NO.: 13-19-100-007 (FORMERLY 13-19-201-001 AND 13-19-100-005)
THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO GOVERNMENT LOT 1, BEING IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2: PARCEL ID NO.: 13-19-251-002 THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, EXCEPTING THEREFROM THE SOUTH 5 ACRES OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

PINs: 13-19-100-007 and 13-19-251-002

Commonly known as ***13814 Perkins Road, Woodstock, Illinois, in Dorr Township.***

WHEREAS, the Petition requests no reclassification of the subject property from its present classification which is ***"A-1" Agriculture District***, but a Conditional Use be granted ***to allow for* a Commercial Solar Energy Facility*.***

WHEREAS, the subject property consists of approximately ***155 acres*** in which no reclassification is contemplated.

WHEREAS, a hearing on said petition was held before the Zoning Board of Appeals of McHenry County in the manner and the form as prescribed by the Ordinance and Statute; and

WHEREAS, as a result of said hearing, the taking of evidence, and the viewing of exhibits advanced thereat, the Zoning Board of Appeals of McHenry County ***did recommend, by a vote of 7 ayes and 0 nays, the granting of a Conditional Use to allow for* a Commercial Solar Energy Facility*, with the following conditions***:

1. The Conditional Use shall have no time limit, unless the use is abandoned as specified in 16.56.030.PP.4 of the McHenry County Unified Development Ordinance.
2. Site development shall be in substantial conformance with the site plan prepared by New Leaf Energy, dated December 19, 2025 (attached).

3. The Decommissioning Plan shall be applicable in part as well as in whole. If any portion of the commercial solar energy facility ceases to perform its intended function for more than twelve (12) consecutive months, that portion of the facility shall be decommissioned in compliance with all the terms of the Decommissioning Plan.

4. A McHenry County Stormwater Management Permit shall be secured prior to construction. Any damaged drainage tiles shall be repaired at the expense of the Petitioner and in a manner satisfactory to the Water Resources Division Manager.

5. A detailed Landscape Plan illustrating compliance with required landscape screening standards and Illinois Department of Natural Resources Pollinator Scorecard Standards and land management practices, and which illustrates two (2) rows of staggard trees twenty (20) feet apart along the eastern property line, shall be approved by the Zoning Enforcement Officer prior to issuance of construction/building permit.

6. Fencing shall be provided in compliance with the National Electrical Code, as applicable, and shall be of a woven wire agricultural style, containing a six (6)-inch gap along the bottom to prevent the restriction of wildlife movement. Fence bonding and grounding shall be in compliance with NEC 250.194 and NEC 691.11. The use of barbed wire is prohibited. Setting fence posts in concrete is prohibited except for gate posts and where otherwise required for stability.

7. All requirements of McHenry County Unified Development Ordinance §16.56.030.PP (as amended, subject to State of Illinois Public Act 102-1123 and Public Act 103-0580) shall be met or exceeded unless specifically amended by this Conditional Use Permit.

8. All other federal, state, and local laws shall be met.

WHEREAS, the McHenry County Board has considered the recommendation as submitted by the Zoning Board of McHenry County.

WHEREAS, the McHenry County Board has determined that the standards for a Conditional Use Permit as set forth in the McHenry County Unified Development Ordinance and the Illinois Compiled Statutes have been met.

NOW, THEREFORE BE IT ORDAINED, that the Unified Development Ordinance and the Zoning Maps of McHenry County, and such Ordinances and such maps as amended, be and the same are hereby amended to allow the ***issuance of a Conditional Use to allow for a Commercial Solar Energy Facility, with the following conditions***:

1. The Conditional Use shall have no time limit, unless the use is abandoned as specified in 16.56.030.PP.4 of the McHenry County Unified Development Ordinance.

2. Site development shall be in substantial conformance with the site plan prepared by New Leaf Energy, dated December 19, 2025 (attached).

3. The Decommissioning Plan shall be applicable in part as well as in whole. If any portion of the commercial solar energy facility ceases to perform its intended function for more than twelve (12) consecutive

months, that portion of the facility shall be decommissioned in compliance with all the terms of the Decommissioning Plan.

4. A McHenry County Stormwater Management Permit shall be secured prior to construction. Any damaged drainage tiles shall be repaired at the expense of the Petitioner and in a manner satisfactory to the Water Resources Division Manager.

5. A detailed Landscape Plan illustrating compliance with required landscape screening standards and Illinois Department of Natural Resources Pollinator Scorecard Standards and land management practices, and which illustrates two (2) rows of staggard trees twenty (20) feet apart along the eastern property line, shall be approved by the Zoning Enforcement Officer prior to issuance of construction/building permit.

6. Fencing shall be provided in compliance with the National Electrical Code, as applicable, and shall be of a woven wire agricultural style, containing a six (6)-inch gap along the bottom to prevent the restriction of wildlife movement. Fence bonding and grounding shall be in compliance with NEC 250.194 and NEC 691.11. The use of barbed wire is prohibited. Setting fence posts in concrete is prohibited except for gate posts and where otherwise required for stability.

7. All requirements of McHenry County Unified Development Ordinance §16.56.030.PP (as amended, subject to State of Illinois Public Act 102-1123 and Public Act 103-0580) shall be met or exceeded unless specifically amended by this Conditional Use Permit.

8. All other federal, state, and local laws shall be met.

If any part, sentence, clause, or provision of this ordinance is adjudged to be unconstitutional or invalid, the remainder of this Ordinance shall not be affected thereby.

This Ordinance shall be in full force and effect from and after its passage as by law provided.

DATED this _____day of _____, 2026.

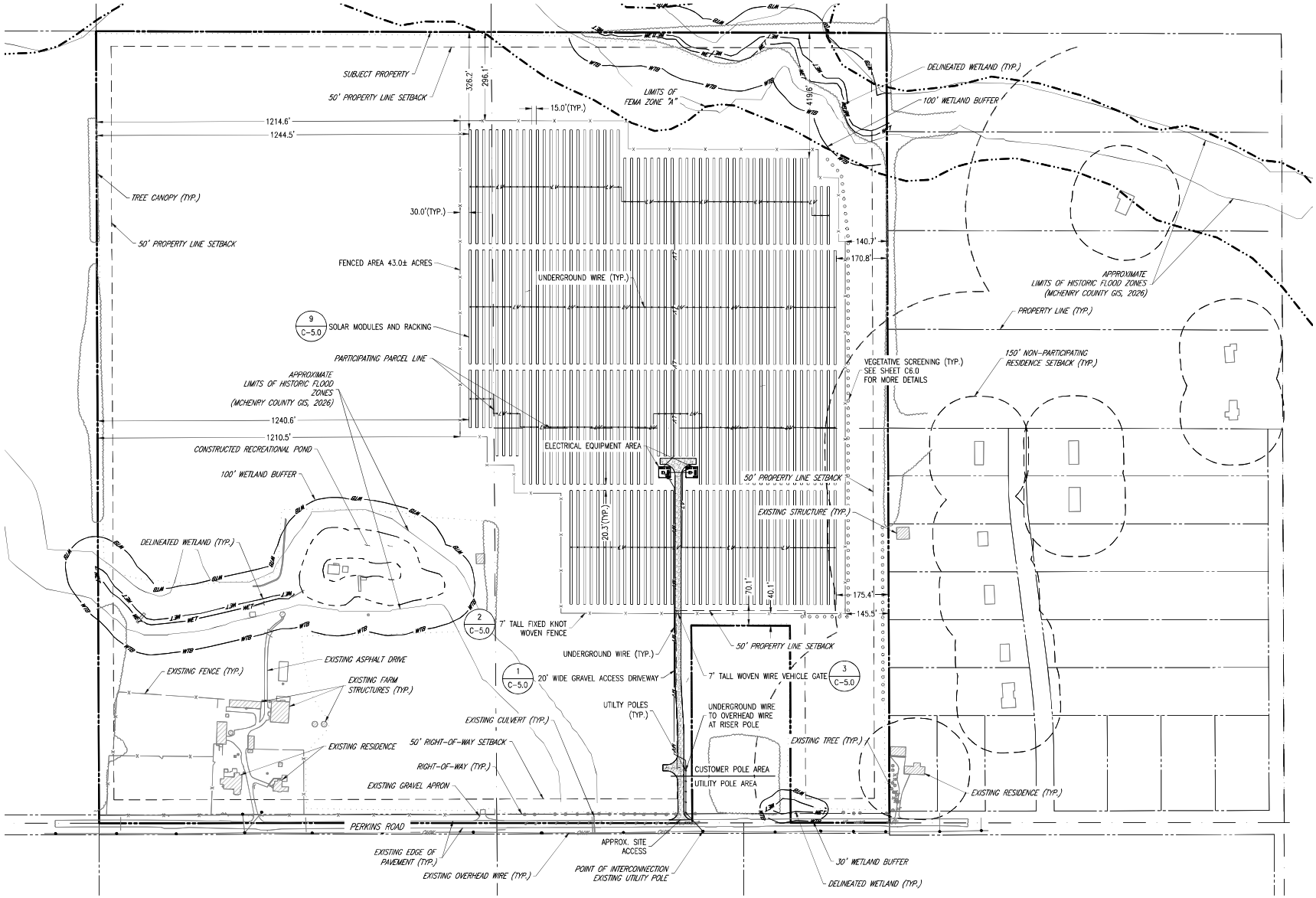
_____
Chairperson, McHenry County Board
McHenry County, Illinois

ATTEST:

_____
County Clerk

NUMBER VOTING AYE: _____
NUMBER VOTING NAY: _____
NUMBER ABSTAINING: _____
NUMBER ABSENT: _____

ATTACHMENT: OFFICIAL SITE PLAN



LAYOUT AND MATERIALS PLAN

SCALE: 1" = 150'

0 150' 300'

THIS DOCUMENT IS PROVIDED BY NEW LEAF ENERGY, INC. TO FACILITATE THE SALE OF THE RENEWABLE ENERGY PROJECT REPRESENTED HEREIN. REPRODUCTION, RELEASE OR UTILIZATION FOR ANY OTHER PURPOSE WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.

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CONDITIONAL USE PERMIT SET
13814 PERKINS ROAD
MCHENRY COUNTY, IL

PROJECT NUMBER: 120-2629

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
	12/19/25	KC	JDC	CONDITIONAL USE PERMIT

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

C-2.0
LAYOUT AND MATERIALS PLAN

Yeah. Well, very short closing statement. I'll say, yeah, targeted perhaps. So yeah, thank you for hearing us today and for all the members of the public to come out to share questions and ask questions of us. I'm sorry about the acoustics in here. It's hard we're projecting that way when I feel like half the time I should be talking to everybody. I ask that the board support this project with your votes today. This project conforms to all the standards set forth by the county and the UDO as well as the state requirements. In many ways we've exceeded some of those setbacks and requirements as well. Can speak louder. And we tend to, I think, design around some of these questions and comments that we get from neighbors and folks. Again, we don't want to put projects up into people's backyards directly and we want to be mindful of setbacks and screening and things like that.

So we greatly appreciate everyone's perspectives. I'm sure this board has heard a lot about safety in solar over the past however many years. Solar projects at their face are very safe. Typically what you see with solar projects that have issues are ones that are mounted onto a rooftop like a commercial building that are never looked at, or evaluated, or maintained properly. Projects like these that are ground-mounted, they're maintained, they're monitored 24/7 as we spoke about earlier, and they're always being basically assessed to ensure there is no issues from a fire perspective, or a voltage issue, or something of that nature.

Just to make a remark to the gentleman who had to comment about the types of power and solar really not meeting the needs of the grid. And I don't disagree with them at all. I wish that we had more base load power in Illinois. Fred's family worked for ComEd for a long time. He knows. I wish we had more of that. It was actually not even legal to build new nuclear plants in Illinois up until I think the governor signed into law the legislation that folks had worked really hard on. So I think there's an appreciation that we need more electricity. Agreed that solar doesn't solve all the issues, but I think we fundamentally have an electricity and an energy problem, not just in this country, but we have a really profound one in Illinois with some of the policy that's happened here over the years.

So I think more power is good and maybe this isn't the answer to everything, but it does help offset, I think, the greater issue of just needing more power as a whole. So anyways, thank you again everyone for your time and we ask for your support for this project

Linnea Kooistra:

This time we'll close the hearing portion of this meeting and we'll move on to the voting portion. We have some proposed conditions that are all in your packets that were provided by staff and also have been on the website so the public could see what these proposed conditions were as well. If there is no opposition, I'm not going to read through each of them individually. Hearing no-

Robert Kosin:

No.

Linnea Kooistra:

... opposition, I won't read them. Does anyone have any new proposed conditions?

Vicki Gartner:

I am debating if I should condition the landscape.

Linnea Kooistra:

You want to put it out there and then we'll discuss it?

Vicki Gartner:

Yeah, let's say 20 feet apart but staggered.

Robert Kosin:

I'll second that motion.

Linnea Kooistra:

Are you amending number five?

Vicki Gartner:

Yes.

Linnea Kooistra:

Or you... So Ms. Gartner is making a motion to amend condition number five to state that landscape screening would be in. What is it again, though?

Vicki Gartner:

It's staggered. 20 feet apart but staggered into two rows.

Ben Sych:

Just on the eastern property line, that particular segment?

Vicki Gartner:

Yes, where it's mentioned on here.

Linnea Kooistra:

So again, would this be just on the property line to the east by the residences-

Vicki Gartner:

Yes.

Linnea Kooistra:

... not against the panels themselves?

Vicki Gartner:

Right.

Linnea Kooistra:

Okay. And you're fine with that? Second?

Robert Kosin:

I'll second it after some discussion.

Linnea Kooistra:

Okay. Discussion, Ms. Gartner.

Vicki Gartner:

I think that I still encourage the petitioners to get in contact with the neighbors and come to some agreements so that everybody is aware of what's happening and what can be done, so on and so forth. But I do think that the 25 feet apart as suggested initially was not enough. I feel that leaves too much of a gap for too long of a period. So the suggestion from the audience to, well, not only shorten the distance between, but also to stagger them so that it makes a more continuous line. Makes a lot of sense.

Kurt Schnable:

I'll go along with that too.

Linnea Kooistra:

Mr. Kosin, do you have any comments on this?

Robert Kosin:

I'd just like to add to the point. I too support the prohibition of putting any kind of mounds or application of an artificial hill. Prior experiences show that that not only imposes a difficulty with stormwater and surface drainage, but it impedes the roof growth. As to the staggering, I support that whole highly because it offsets the bottom crown of the landscaping so they're not growing into one another. And the best examples I draw from are the numerous gravel pits in and around Algonquin Township and you can see the maturity and the benefit of having that type of landscaping. Hence my second to that motion.

Linnea Kooistra:

Any other discussion? Okay, I'll call for the vote again. The aye is to amend number five to the more current language. Ms. Gartner?

Vicki Gartner:

Yes.

Linnea Kooistra:

Mr. Kosin?

Robert Kosin:

Yes.

Linnea Kooistra:

Mr. Schnable.

Kurt Schnable:

Yes.

Linnea Kooistra:

Ms. Donner?

Mary Donner:

Yes.

Linnea Kooistra:

Mr. Dahlman?

Duane Dahlman:

Yes.

Linnea Kooistra:

Mr. Kurnik?

William Kurnik:

Yes.

Linnea Kooistra:

And I'll vote yes. So the amendment passes to number five. At this time I would entertain a motion to approve all the conditions.

Vicki Gartner:

So moved.

William Kurnik:

Second.

Linnea Kooistra:

Been moved by Ms. Gartner, and second by Kurnik, to approve all the conditions. Any discussion? I'll call for the vote. Ms. Gartner?

Vicki Gartner:

Yes.

Linnea Kooistra:

Mr. Kosin?

Robert Kosin:

Yes.

Linnea Kooistra:

Mr. Schnable?

Kurt Schnable:

Yes.

Linnea Kooistra:

Ms. Donner?

Mary Donner:

Aye.

Linnea Kooistra:

Mr. Dahlman?

Duane Dahlman:

Yes.

Linnea Kooistra:

Mr. Kurnik?

William Kurnik:

Yes.

Linnea Kooistra:

And I'll vote yes. So the conditions are approved, seven to zero. At this time I would entertain a motion to approve this request.

Vicki Gartner:

So moved.

Kurt Schnable:

Second.

Linnea Kooistra:

Moved by Ms. Gartner, seconded by Mr. Schnable to approve this request. Discussion.

Vicki Gartner:

Okay, this is for application Z250112, approximately 155 acres, 40 of which will be used as solar farm. This is located 1300 feet west of Dean Street on 13814 Perkins Road in Woodstock. I believe all the standards have been met. I want to let you know I appreciate your presentation. It was very thorough. You answered all of the questions very well. I would encourage the audience to get on the county website and look at the presentation online. You'll learn a lot about solar and solar farms and unfortunately you might have more questions then, but too late.

Also, I appreciate the fact that this petitioner is very willing to work with the neighbors to come to agreement with how to screen and how to keep everybody happy. Other than that, I want to say that

this is a project that seems really pretty straightforward. There are residences involved, but not a lot. And you will work with them and you will make sure everybody's happy or will hear about it. And I appreciate the fact that your access goes right up the middle and that your equipment is based as close to central as possible so that any noise will be not heard by any neighbors. With all those thoughts in mind, I want to say I am in argument with this proposal.

Linnea Kooistra:

Mr. Kosin?

Robert Kosin:

Thank you, Madam Chairman. I'll be supporting this application. My comment briefly as I'll try to be is that the zoning is a very difficult tool that we have to evaluate the most contemporary technology that is before us, both in our county and elsewhere. I reside in the most dense township of the county, Algonquin Township. And my residence as it is is surrounded on all three sides by rooftop solvers. And yet, I have greater confidence that the applicant is more responsive to those panels that he's installing than my three neighbors who have yet to see take any care or concern to the interconnects that are the side of their homes and barely 75 feet from one another. But it is not that point that I wish to bring to, it is the public record.

The public record of this, as is mentioned, is readily accessible in today's day and age. One does not even have to leave the comfort of their home to see 363 pages of detail. And during the construction and application of this facility, that record will remain accessible, including the bond and the deed that will be available for 40 years. It will be easier to find the details of what transpired today than those drainage tile records, and who has the maintenance of those drainage tile records, and the performance of those drainage tile records even upon this oncoming spring and the water that will certainly be there. And for those convergence of information, I'll be supporting this application. Thank you for your time.

Linnea Kooistra:

Mr. Schnable.

Kurt Schnable:

I agree with what's been said. You gave us a very well-done presentation without a lot of extra fluff that we sometimes also receive. And I believe you've met all the state and county standards and therefore I support the petition.

Linnea Kooistra:

Ms. Donner?

Mary Donner:

I will be supporting the petition as well.

Linnea Kooistra:

Mr. Dahlman?

Duane Dahlman:

I'm very happy to see neighbors showing up to talk here. I think that's an open dialogue that has started. You need to continue it. This is an ongoing project. It's not done today. This is step one. There's a lot of steps to get this done. Keep talking to each other, keep those lines of communication open. And I'm a proponent of solar power. I've added on two of my residences. So yeah, I'll be supporting this.

Linnea Kooistra:

Mr. Kurnik.

William Kurnik:

I agree with everything that's been said. I would just add the additional comment that it's not our role to decide whether or not solar energy is a good idea or not. That's already been decided by the General Assembly and our county board has passed ordinances that are consistent with the mandate of the General Assembly allowing solar panels. And as long as the conditions set forth in our Unified Development Ordinance 16.56.030PP are satisfied, it is our obligation to apply that law in this case. I will be supporting the petition as well.

Linnea Kooistra:

And I agree with all my colleagues, all the comments of my colleagues. And I believe the standards have been met. And so I am in favor of this petition as well. So at this time, I'll call for the vote. Ms. Gartner?

Vicki Gartner:

Yes.

Linnea Kooistra:

Mr. Kosin?

Robert Kosin:

Yes.

Linnea Kooistra:

Mr. Schnable?

Kurt Schnable:

Yes.

Linnea Kooistra:

Ms. Donner?

Mary Donner:

Aye.

Linnea Kooistra:

Mr. Dahlman?

Duane Dahlman:

Yes.

Linnea Kooistra:

Mr. Kurnik?

William Kurnik:

Yes.

Linnea Kooistra:

And I'll vote yes. So this will count. Vote of the county board with a seven to zero vote approving this request. Thank you everyone for participating in this process.

MCHENRY COUNTY

ZONING BOARD OF APPEALS

MINUTES ● February 25, 2026

Zoning Hearing	**County Board Conference Room**	**1:30 PM**
	667 Ware Rd, Woodstock, IL 60098	

ZONING BOARD OF APPEALS REPORT TO THE MCHENRY COUNTY BOARD – Z25-0112

1. **APPLICANT:** Perkins Road Solar 1 LLC

2. **REQUEST:** Conditional Use Permit to allow for a Commercial Solar Energy Facility

3. **LOCATION AND SIZE OF PROPERTY IN QUESTION:** The property consists of approximately 155 acres and is located on the north side of Perkins Rd, roughly 1,300 feet west of Dean St with a common address of 13814 Perkins Rd, Woodstock, Dorr Township, Illinois. PINs: 13-19-100-007 and 13-19-251-002

4. **DATE AND TIME OF HEARING AND VOTING MEETING:** February 25, 2026 at 1:30 PM

5. **LOCATION OF HEARING AND VOTING MEETING:** County Board Conference Room, 667 Ware Road, Woodstock, Illinois

6. **PRESENT AT HEARING:**
   A. ZBA Members: Linnea Kooistra – Chair, Vicki Gartner – Vice Chair, Duane Dahlman, Kurt Schnable, Robert Kosin, Mary Donner, William Kurnik

   B. Witness: Ben Sych – Project Developer, New Leaf Energy; Tricia Fishbein, PE – Project Engineer, C. Burke Engineering; Fred O'Connor – property owner

   C. Attorney: Nicholas Standiford

   D. Public: Kim Scharlow – County Staff, Kit Gearhart-Schinske – County Staff, Kim Zurawski, Diane Magnuson, Scott Kunzie, Steve Soltys, Bernhard Unzner, Luise Schnoor, Ed Zurawski,

7. **ITEMS OF EVIDENCE:** Power Point presentation

8. **SUMMARY OF TESTIMONY:** Chair Kooistra opened the meeting. The board introduced themselves. Ms. Kooistra swore in the applicants, staff and the public.

Petitioner's Presentation

The petitioner, Perkins Road Solar 1 LLC (New Leaf Energy), presented a proposal for a ~5 MW (AC) community solar facility on approximately forty (40) acres of agricultural property owned by the O'Connor family.

Key elements of the proposal include:

- Single-axis tracking, bifacial solar panels.
- Gravel access drive from Perkins Road with hammerhead turnaround.
- Seven-foot agricultural-style woven wire fence.
- No tree removal required.
- Setbacks exceeding ordinance minimums [approximately seventy (70) feet from nearest property line; approximately four hundred sixty (460) feet from nearest non-participating residence].
- No battery storage proposed at this time (future amendment would require separate application).

Landscaping includes evergreen screening along the eastern and southern property lines. During discussion, the applicant agreed to reduce tree spacing, and expressed willingness to consider staggered plantings and species diversity.

The project includes native grasses and pollinator seed mixes beneath panels and within buffer areas to improve soil stability and stormwater infiltration. Wetlands and flood-prone areas were avoided in site design.

The total project investment is approximately $18 million, including $3.75 million in Commonwealth Edison grid upgrades, which have been fully funded by the applicant and will benefit the broader Woodstock distribution system. The facility is expected to generate approximately $600,000 in property taxes over twenty-five (25) years, with the majority allocated to School District 200.

A decommissioning plan has been submitted in compliance with Illinois Public Act 102-1123 and the McHenry County UDO. A bond (estimated at approximately $250,000 in current dollars and inflation-adjusted over time) will be posted prior to construction and reviewed every ten (10) years.

The project will be remotely monitored 24/7 and will include emergency access measures such as a Knox Box and downcast, motion-activated lighting.

Board Discussion

Board members sought clarification regarding:

- Property boundaries and setback measurements.
- Noise levels from inverters (estimated 25–30 dBA at property boundaries).
- Construction timeline and access.
- Commonwealth Edison interconnection improvements and broader infrastructure benefits.
- Potential future battery storage and procedural requirements for amendment.
- Breakdown of property tax distribution.
- Fire protection coordination and site security.
- Adequacy of vegetative screening and long-term maintenance.
- Agrivoltaics and potential sheep grazing operations.
- Community solar subscription opportunities for local residents.

Staff confirmed that under state law, commercial solar facilities must be approved if siting standards are met, while allowing the County to impose reasonable conditions consistent with ordinance authority.

Public Questions and Comments

Public testimony focused on:

- Long-term decommissioning financial assurances and bond security.
- Historical flooding and stormwater concerns in low-lying southeastern areas.
- Protection and maintenance of existing drain tile systems.
- Effectiveness, spacing, species selection, and long-term replacement of screening trees.
- Potential property value impacts.
- Construction traffic and long-term site access.

Staff gave their report. The subject property is zoned "A-1" Agriculture District. It is surrounded primarily by agricultural zoning, with "E-1" Estate zoning to the east (Chukar Place subdivision). The property is currently used for agriculture with an existing residence. Adjacent uses include agriculture to the north and west, agriculture and single-family residential to the south, and agriculture and single-family residential (including one vacant lot) to the east. The Future Land Use Plan designates the area as Residential with some environmentally sensitive areas. Staff noted that two (2) solar facilities are currently under construction near Dean Street. Staff explained that stormwater management compliance will be reviewed at building permit stage and that any operational violations would be subject to enforcement through the County's code compliance process.

Ms. Kooistra closed the testimony portion of the hearing.

9. SOIL AND WATER CONSERVATION DISTRICT REPORT:

For further information refer to report number: 25-120-4781

10. ILLINOIS DEPARTMENT OF NATURAL RESOURCES:

The consultation was received and terminated for this application.

11. SUMMARY OF VOTING MEETING DISCUSSION:

Chair Kooistra opened the voting meeting immediately following the hearing.

Ms. Gartner motioned to amend condition number 5 to state that a detailed Landscape Plan illustrating compliance with required landscape screening standards and Illinois Department of Natural Resources Pollinator Scorecard Standards and land management practices, and which illustrates two (2) rows of staggard trees twenty (20) feet apart along the eastern property line, shall be approved by the Zoning Enforcement Officer prior to issuance of construction/building permit.

Mr. Kosin seconded the motion. Ms. Gartner stated that the original proposal of screening trees at twenty-five (25) feet apart in a single line will take too long to fill in. Mr. Kosin stated that staggering the trees offsets the bottom crown so that the roots do not grow into each other. (Motion carried 7-0).

Ms. Gartner motioned to approve the conditions as amended. Mr. Kurnik seconded the motion. (Motion carried 7-0).

Ms. Gartner motioned to approve the petition subject to the conditions. Mr. Schnable seconded the motion. Ms. Gartner stated that all standards have been met. She stated that the presentation was very thorough. She stated that the access drive and the equipment pad are centrally located to minimize noise. Mr. Schnable stated that all state and county standards have been meet. Mr. Kurnik stated that it is not the ZBA's role to decide if solar is a good idea or not. That was decided by the General Assembly. He stated that as long as all standards have been met, it is the board's duty to approve the petition. Ms. Kooistra stated that all standards have been met. (Motion carried 7-0).

12. FACTS THAT SUPPORT RECOMMENDING APPROVAL OF THE REQUEST:

- The property is zoned "A-1" Agricultural District.
- The surrounding land use for the property is mainly agricultural.
- All county and state standards have been met.

13. FACTS THAT SUPPORT RECOMMENDING DENIAL OF THE REQUEST: None.

14. VOTE:

7 – AYES; 0 – NAYS; 0 – ABSTAIN

GOES TO COUNTY BOARD WITH ZBA RECOMMENDATION FOR Approval of the conditional use subject to the following conditions:

1. The Conditional Use shall have no time limit, unless the use is abandoned as specified in 16.56.030.PP.4 of the McHenry County Unified Development Ordinance.

2. Site development shall be in substantial conformance with the site plan prepared by New Leaf Energy, dated December 19, 2025 (attached).

3. The *Decommissioning Plan* shall be applicable in part as well as in whole. If any portion of the commercial solar energy facility ceases to perform its intended function for more than twelve (12) consecutive months, that portion of the facility shall be decommissioned in compliance with all the terms of the *Decommissioning Plan*.

4. A McHenry County Stormwater Management Permit shall be secured prior to construction. Any damaged drainage tiles shall be repaired at the expense of the Petitioner and in a manner satisfactory to the Water Resources Division Manager.

5. A detailed Landscape Plan illustrating compliance with required landscape screening standards and Illinois Department of Natural Resources Pollinator Scorecard Standards and land management practices, and which illustrates two (2) rows of staggard trees twenty (20) feet apart along the eastern property line, shall be approved by the Zoning Enforcement Officer prior to issuance of construction/building permit.

6. Fencing shall be provided in compliance with the National Electrical Code, as applicable, and shall be of a woven wire agricultural style, containing a six (6)-inch gap along the bottom to prevent the restriction of wildlife movement. Fence bonding and grounding shall be in compliance with NEC 250.194 and NEC 691.11. The use of barbed wire is prohibited. Setting fence posts in concrete is prohibited except for gate posts and where otherwise required for stability.

7. All requirements of McHenry County Unified Development Ordinance §16.56.030.PP (as amended, subject to State of Illinois Public Act 102-1123 and Public Act 103-0580) shall be met or exceeded unless specifically amended by this Conditional Use Permit.

8. All other federal, state, and local laws shall be met.

Full Comments for the above agenda items are included in the audio recording of this meeting, which can be found on the McHenry County Meeting Portal.

Portions of this document were generated with the assistance of an Artificial Intelligence language model, OpenAI GPT-5.2, in compliance with the McHenry County Artificial Intelligence Appropriate Use Policy. Draft minutes were prepared from the official audio recording and staff notes using transcription and drafting software. Final minutes were reviewed and edited by Staff.

Staff Report for the McHenry County Zoning Board of Appeals

Application: #Z25-0112

PINs: 13-19-100-007 and 13-19-251-002

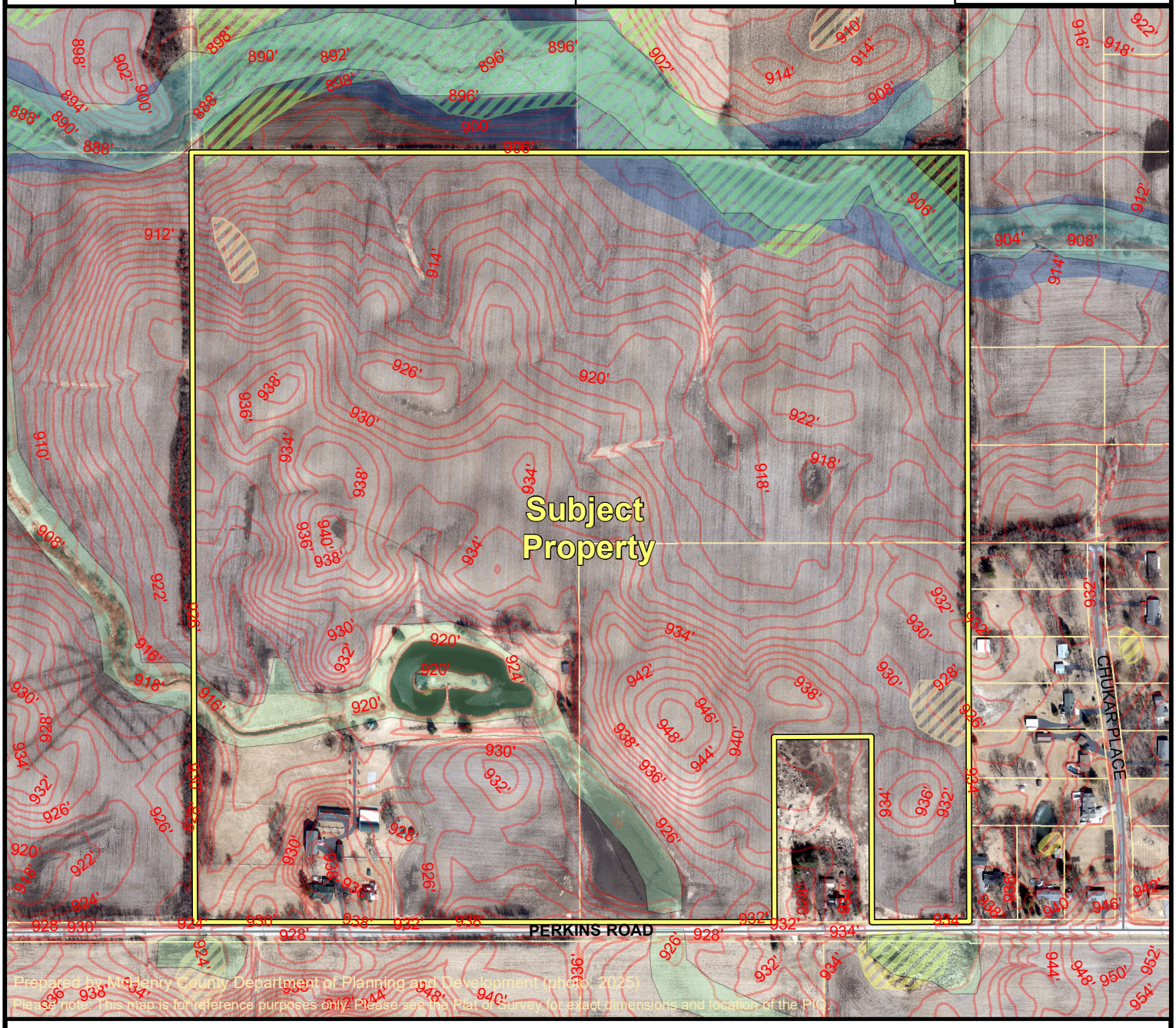
Location: The property consists of approximately 155 acres and is located on the north side of Perkins Rd, roughly 1,300 feet west of Dean St, with a common address of 13814 Perkins Rd, Woodstock, Dorr Twp, IL.

Hearing: February 25, 2026

Applicant: Perkins Road Solar 1 LLC

Request: Conditional Use Permit to allow for a Commercial Solar Energy Facility

Aerial Map



Elevation (feet above sea level)
Contours

ADID Wetland Map 2005
- High Functional Value Wetland (hfvw)
- High Quality Wetland (hqw)
- Wetland (w)
- Farmed Wetland (fw)

FEMA Flood Hazard Areas
- 0.2 % Annual Chance of Flood
- 1% Annual Chance of Flood
- Floodway

Historic Flood Zone

Feet
250 125 0 250 500
1 inch equals 500 feet

STAFF COMMENTS

The following comments and conclusions are based upon staff analysis and review prior to this hearing and are to be considered viable unless evidence is established to the contrary. Staff may have additional comments based upon the testimony presented during the public hearing.

BACKGROUND & REQUEST SUMMARY

The applicant is requesting a Conditional Use Permit to allow for a Commercial Solar Energy Facility. The subject property consists of approximately one-hundred fifty-five (155) acres (approximate forty-three (43)-acre project area) and is zoned A-1 Agriculture District. According to the Plat of Survey, the subject property contains two (2) wood frame buildings, multiple accessory structures, a pond with bridge and island, an asphalt driveway, and wire fencing. The majority of the property appears to be in crop production.

According to the narrative, the applicant is proposing a 4.99-megawatt commercial solar energy facility, enclosed by a seven (7)-foot high security fence, per the regulations of the National Electric Code. The nearest adjacent residence on a nonparticipating parcel is over one-hundred fifty (150) feet from the proposed location of the solar array.

Note: On January 27, 2023, the State of Illinois passed Public Act 102-1123 (further modified under trailer bill P.A. 103-0580 on December 8, 2023), which modifies regulations for proposed commercial solar energy facilities. The County of McHenry has amended the Unified Development Ordinance, as of April 18, 2023, in order to comply with the State's regulations.

MCHENRY COUNTY UNIFIED DEVELOPMENT ORDINANCE

- The applicant must meet the Principal Use Standards for a Solar Farm, listed in County Code Section 16.56.030.PP of the UDO (*with the exception of any changes provided by Public Act 102-1123, as outlined above*).

STAFF ANALYSIS

Current Land Use & Zoning

The property is adjacent to agricultural uses to the north, south, east, and west, as well as single-family residential uses to the east and south.. The surrounding zoning consists of A-1 Agriculture to the north, south, east, and west, as well as E-1 Estate to the east.

2030 Comprehensive Plan Future Land Use Map

The proposed conditional use permit is somewhat consistent with the County's future land use designation of Residential/Environmentally Sensitive Area.

2030 Comprehensive Plan & 2030 and Beyond Analysis

The 2030 Comprehensive Plan and 2030 and Beyond Update support the construction of commercial solar energy facilities within existing agricultural areas. *(See analysis below)*

McHenry County 2030 and Beyond, Adopted October 18, 2016

Big Idea #1 Let's make our communities healthy, active, and green

"We can make it happen by preserving our groundwater aquifers, lakes, rivers, streams, and their natural functions." (p.11)

- The McHenry County Water Resources Division has determined that the panels will not be calculated as an impervious surface for the development permit. This is because the panels are proposed to be elevated above the ground several feet and supported by driven piles. The petitioner will be required to obtain a Stormwater Management Permit which will include calculations for all impervious areas, including but not limited to the piles, access drives, and equipment pads.

Big Idea #2 Let's build on our strengths

"We can make it happen by recognizing the economic and social importance of our agricultural industry." (p. 15)

- The McHenry County Soil and Water Conservation District's Natural Resources Inventory report (#25-120-4781) indicates that the LE score is 79.95 out of a possible 100 regarding soils for crop production. This is due, in part, to approximately 73.4% of the site containing prime farmland soils. The concerns that the development of solar facilities in the county will result in the loss of farmland, particularly prime farmland can be remediated because, unlike other forms of development, the land is preserved for future farming. Also, the proposed native vegetation may slow the velocity of runoff, capturing sediments or other pollutants and allowing water to infiltrate into the soil, thereby reducing potential for erosion and sedimentation and improving soil conditions.

Big Idea #3 Let's grow smarter

"The county should also be open to commercial enterprises in the unincorporated areas that are major generators of jobs or tax revenues for which no suitable municipal sites exist elsewhere in the county, or that are dependent upon a direct proximity to agriculture or open space and designed in harmony with these areas." (p. 17 & 21)

- Due to the size and scale of the project, undeveloped acreage is important to the siting and development of a commercial solar energy facility. The applicant should be prepared to address how the proposed use relates to the statement above regarding generation of jobs, tax revenues, and siting of the facility.

Big Idea #4 Let's expand our economy

"We can make it happen by improving infrastructure, including freight and commuter rail, access to major regional and interstate roadways, and access to high-speed internet services." (p.22)

- The proposed commercial solar energy facility will provide a renewable energy source to the electrical grid as an alternative to energy created from sources with a larger carbon footprint.

McHenry County 2030 Comprehensive Plan, Adopted April 20, 2010

Community Character & Housing

No applicable text.

Agricultural Resources

"Encourage owners of parcels with the greatest potential for productive agricultural use, such as parcels with an LE score of 80 or above that are in agricultural use and contiguous with other such parcels, to preserve their parcels for agricultural uses." (p. 38, #7)

- Commercial solar energy facilities typically have a life of approximately thirty (30) to forty (40) years and after that time the property may return to agriculture.

"Continue joint participation with the USDA Natural Resources Conservation Service and McHenry County Soil and Water Conservation District in educational programs regarding best soil conservation practices and improving rural water quality." (p. 38, #20)

- The McHenry-Lake County Soil and Water Conservation District recommends that areas between panels be planted to a native prairie mix to help increase water infiltration and reduce runoff from the site. It is recommended that a planting and maintenance plan be developed with the landowner to ensure that noxious weeds are controlled, and native plantings are properly installed and managed. The petitioner is encouraged to add pollinator species to this planting plan. The Soil and Water Conservation District also recommends, upon decommissioning, that if any underground lines are to remain, they should have at least five (5) feet of cover to adequately allow farming operations to commence after the facility's removal.

Greenways, Open Space & Natural Resources

"Protect environmentally sensitive areas from negative impacts of adjacent land uses." (p.57, #9)

- The IDNR did not find record of any protected resources in the vicinity of the project location. The endangered species consultation was terminated.

"Encourage the design of developments to achieve the broader sustainability of human and natural communities, including the social and economic dimensions of sustainability." (p. 57, #15)

- The proposed commercial solar energy facility will contribute to a broader sustainability objective in that it will produce clean energy as a replacement for energy produced by unsustainable means.

Water Resources

"Preserve and enhance the chemical, physical, biological, hydrologic integrity of streams, lakes and wetlands." (p.63)
"…land use and development should be carefully examined and regulated within sensitive groundwater recharge areas to ensure that the water quality, quantity, and natural recharge functions of the area are safely maintained." (p.67)

- The applicant will be required to obtain a Stormwater Management Permit prior to construction.

Economic Development

"Decrease the degree to which the residential sector in the County must pay for services." (p.87)

- The state legislature has approved standards that would regulate how commercial solar energy facilities are assessed for tax purposes. The standards would result in an increase from the current assessed value of agricultural land.

Infrastructure

"It is estimated that every 120 MW of solar power would eliminate 1.7 million tons of carbon dioxide emissions which is the equivalent of removing 310,000 vehicles from the nation's roadways annually. A 1,000 MW coal plant produces approximately 6 million tons of carbon dioxide per year." (p.116)

"Encourage all governmental units in the County to adopt and support ordinances that will enhance all segments of the areas electric grid." (p. 120, #5)

The proposed commercial solar energy facility is consistent with the *Comprehensive Plan* support of more sustainable energy sources.

STAFF ASSESSMENT

The 2030 Comprehensive Plan and the *2030 and Beyond Update* both support the development of commercial solar energy facilities. Once the facility is constructed, there is very little to no traffic generated by the use. There is very minimal risk of noise, lighting, or other nuisances generated by this use. The proposed use is compatible with adjacent uses. As noted within Public Act 102-1123, *a request for a Conditional Use Permit for a commercial solar energy facility shall be approved if the request is in compliance with the standards and conditions imposed within the Act, the zoning ordinance adopted consistent with this Code, and the conditions imposed under State and Federal statutes and regulations. A County may not adopt zoning regulations that disallow commercial solar energy facilities from being developed or operated in any district zoned to allow agricultural or industrial uses*. All construction will be required to meet applicable codes and ordinances for: fire protection, commercial building and electrical construction, and stormwater management.

Staff offers the following conditions for consideration:

1. The Conditional Use shall have no time limit, unless the use is abandoned as specified in 16.56.030.PP.4 of the McHenry County Unified Development Ordinance.

2. Site development shall be in substantial conformance with the site plan prepared by New Leaf Energy, dated December 19, 2025 (attached).

3. The *Decommissioning Plan* shall be applicable in part as well as in whole. If any portion of the commercial solar energy facility ceases to perform its intended function for more than twelve (12) consecutive months, that portion of the facility shall be decommissioned in compliance with all the terms of the *Decommissioning Plan*.

4. A McHenry County Stormwater Management Permit shall be secured prior to construction. Any damaged drainage tiles shall be repaired at the expense of the Petitioner and in a manner satisfactory to the Water Resources Division Manager.

5. A detailed Landscape Plan illustrating compliance with required landscape screening standards and Illinois Department of Natural Resources Pollinator Scorecard Standards and land management practices shall be approved by the Zoning Enforcement Officer prior to issuance of construction/building permit.

6. Fencing shall be provided in compliance with the National Electrical Code, as applicable, and shall be of a woven wire agricultural style, containing a six (6)-inch gap along the bottom to prevent the restriction of wildlife movement. Fence bonding and grounding shall be in compliance with NEC 250.194 and NEC 691.11. The use of barbed wire is prohibited. Setting fence posts in concrete is prohibited except for gate posts and where otherwise required for stability.

7. All requirements of McHenry County Unified Development Ordinance §16.56.030.PP (as amended, subject to State of Illinois Public Act 102-1123 and Public Act 103-0580) shall be met or exceeded unless specifically amended by this Conditional Use Permit.

8. All other federal, state, and local laws shall be met.

16.56.030 Principal Use Standards

PP. **COMMERCIAL SOLAR ENERGY FACILITY**. Conditional use permits for a COMMERCIAL SOLAR ENERGY FACILITY shall have no time limit, unless the use is abandoned as specified in subsection PP.4. below (COMMERCIAL SOLAR ENERGY FACILITY: Abandonment), or the permit is revoked in accordance with § 16.20.040I. (Revocation of Conditional Use Permits).

1. Application.

a. A threatened and endangered species consultation (EcoCAT) from the Illinois Department of Natural Resources is required at the time of conditional use permit application for any site that is five (5) acres or greater in size and currently in agricultural use or undeveloped.

b. A site plan shall be provided showing all improvements, including structures, fencing, power lines (above and below ground), lighting, and landscaping, at a detail sufficient to understand the location, height, appearance, and area.

c. All other application submittal requirements outlined in the *Planning and Development Department Zoning Application Packet* as published on the McHenry County Website.

2. Site design.

a. Solar panels, structures, and electrical equipment, excluding fences and power lines for interconnection, shall be erected no less than fifty (50) feet from any lot line and no less than one hundred fifty (150) feet from any residence, other than a residence on the same ownership parcel.

b. No structures, excluding power lines for interconnection, may exceed twenty (20) feet in height. Power lines shall be placed underground to the maximum extent possible.

c. Lighting must comply with § 16.60.020 (Exterior Lighting).

d. Solar panels shall have a surface that minimizes glare and shall comply with § 16.60.040D. (Lighting and Glare).

e. The facility shall be situated as to minimize impacts to woodlands, savannas, wetlands, drainage tiles, and encroachment into flood plains. All site development shall comply with the Stormwater Management Ordinance. Any damaged drainage tiles shall be repaired.

f. In order prevent erosion, manage run-off, and provide ecological benefit, the facility shall be planted with “low-profile” native prairie species, using a mix appropriate for the region and soil conditions per Illinois Department of Natural Resources (IDNR) standards, as amended from time to time.

g. Fencing shall be provided in compliance with the National Electrical Code, as applicable. The use of barbed wire must comply with § 16.56.050H.1.c. of this Ordinance.

h. Any part of the facility that is within five hundred (500) feet of a NONPARTICIPATING RESIDENCE, or road right-of-way, shall be landscaped with an arrangement of native shrubs, subject to approval by the County Board, unless the facility is screened from view by existing vegetation.

i. Prior to building permit issuance, the operator shall prepare a landscape monitoring and maintenance plan to ensure the establishment and continued maintenance of the native prairie species, all installed landscape screening, and all existing vegetation that provides required landscape screening.

j. Prior to scheduled public hearing, the operator shall enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture (IDOA), as required by that department.

k. Prior to building permit issuance, the operator shall provide an executed road use agreement between the Applicant and the appropriate governing road and highway jurisdictions or the Illinois Department of Transportation (IDOT), showing approved entrances.

3. Safety.

a. Prior to construction, the operator shall prepare an emergency management plan acceptable to the County and the local fire district and shall be responsible for training of emergency personnel, as needed.

b. A sign shall be posted providing the name of the operator and a phone number to be used in case of an on-site emergency.

c. Access shall be granted, provided appropriate advance notice, for periodic inspection of the site by the County or the local fire district.

d. Damaged solar panels shall be removed, repaired, or replaced within sixty (60) days of the damage. The ground shall remain free of debris from damaged solar panels at all times.

4. Abandonment.

a. The COMMERCIAL SOLAR ENERGY FACILITY shall be considered abandoned if the operator fails to pay rent as specified in the Agricultural Impact Mitigation Agreement, or it ceases to generate electricity for a period of twelve (12) consecutive months. Reports of electrical power production shall be provided to the County upon request. An abandoned COMMERCIAL SOLAR ENERGY FACILITY must be decommissioned and removed within twelve (12) months from the time it is deemed abandoned. The operator may appeal in writing to the Zoning Enforcement Officer for an extension of time in order to remove the facility or to bring the solar farm back into operation.

5. Decommissioning. Decommissioning and removal of the COMMERCIAL SOLAR ENERGY FACILITY shall be the responsibility of the operator upon abandonment or revocation of the conditional use permit. All operators shall comply with the following:

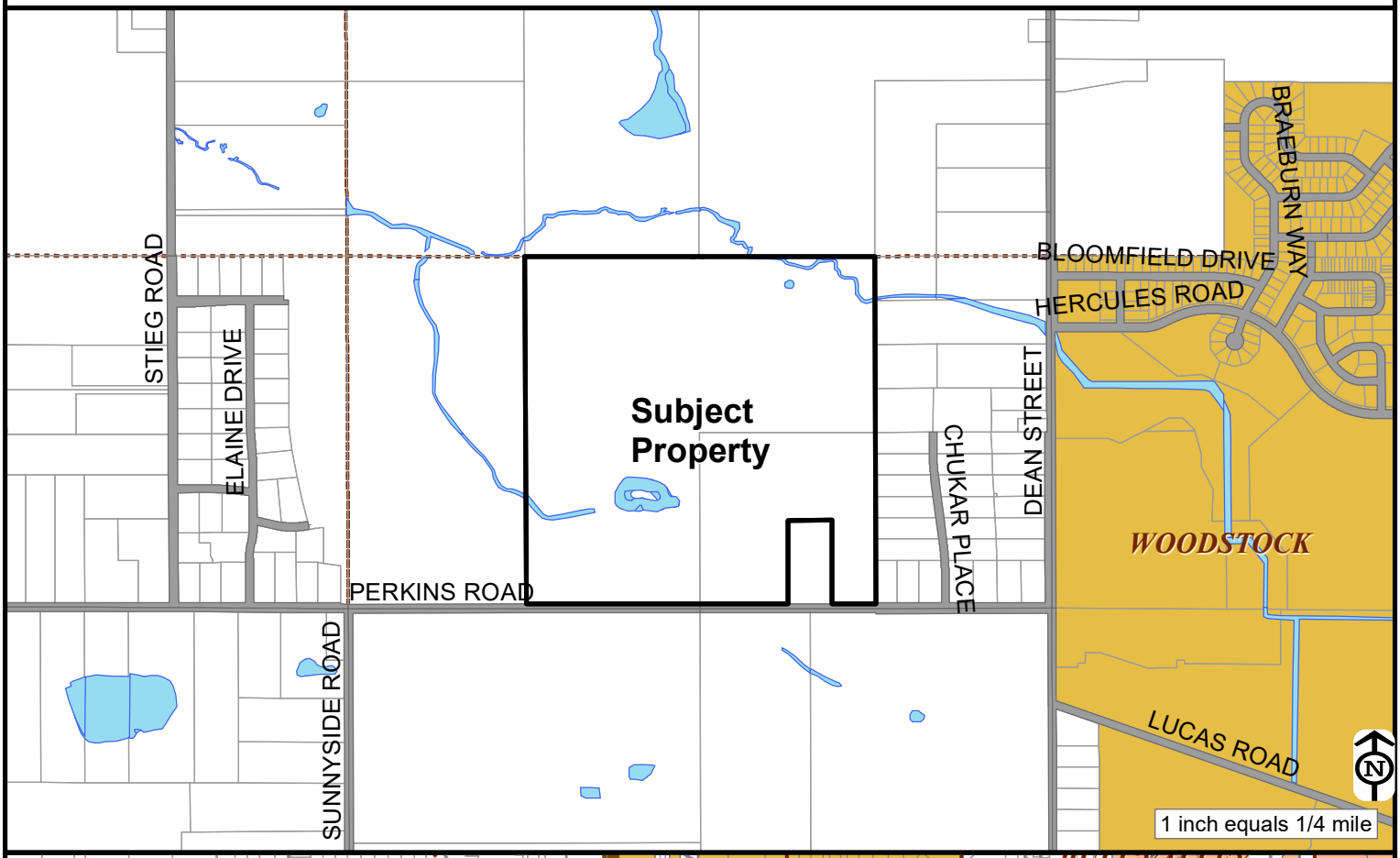
a. Prior to building permit issuance, the operator shall prepare a decommissioning plan which shows the final site conditions after the COMMERCIAL SOLAR ENERGY FACILITY has been removed from the property. Decommissioning plans shall require removal of all solar panels, electrical equipment, poles, piles, foundations, and conduits (above and below ground). Access roads, fencing, groundcover, and landscaping may remain only by agreement of property owner.

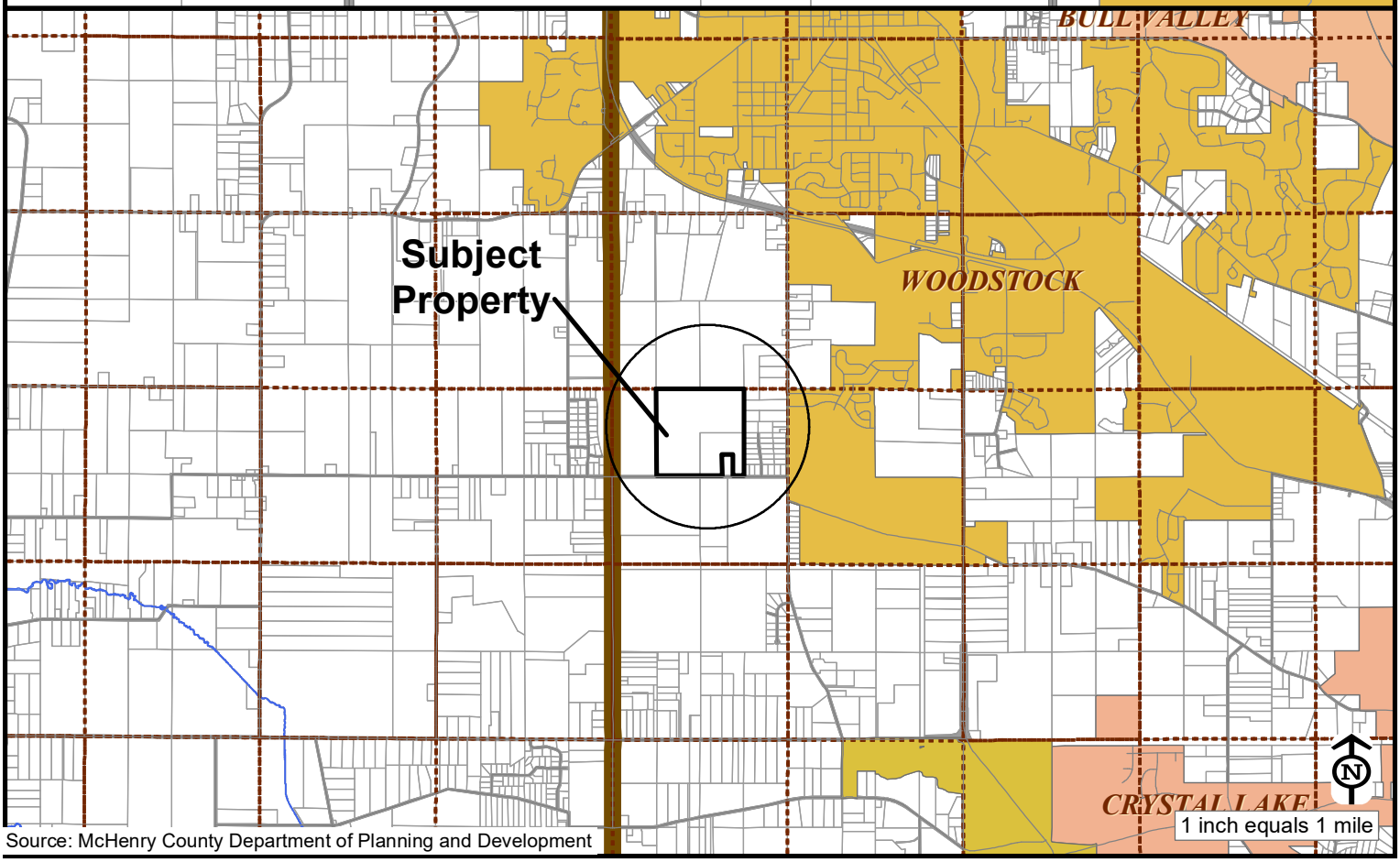
b. Prior to building permit issuance, the operator shall submit an engineer's estimate of cost for decommissioning the facility and restoring the site in accordance with the approved decommissioning plan. Upon review and approval by the Zoning

Enforcement Officer of the estimate, the operator shall obtain a bond, letter of credit, or other form of surety acceptable to the County to be held by the Department of Planning and Development in the amount of one hundred percent (100%) of the estimate. Provision of this financial assurance shall be phased in over the first eleven (11) years of the project's operation or as otherwise provided in accordance with the executed Agricultural Impact Mitigation Agreement.

c. During the operation of the facility, a new engineer's estimate of cost for decommissioning shall be submitted every ten (10) years to the Department of Planning and Development. Upon approval of the estimated costs by the Zoning Enforcement Officer, a revised surety shall be provided to the Department of Planning and Development in the amount of one hundred percent (100%) of the new estimate.

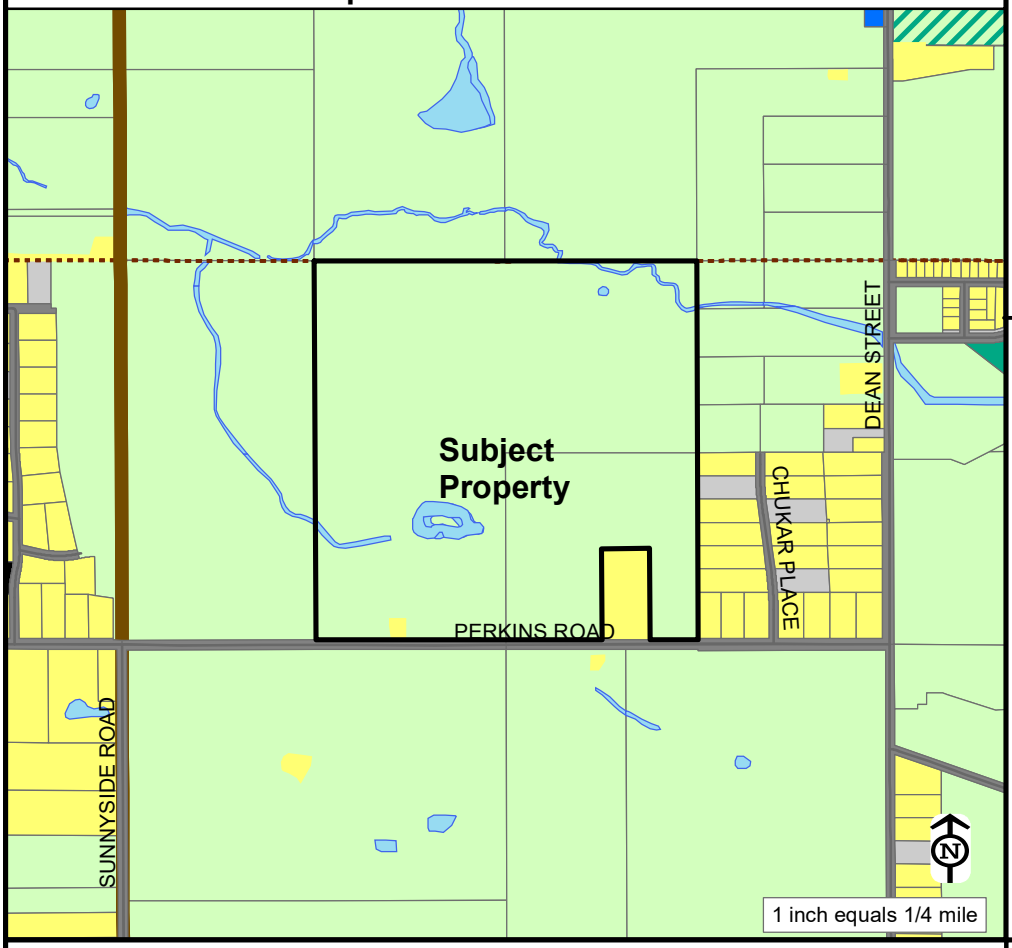
Location Map | **13814 Perkins Road, Woodstock, Illinois** | **Dorr Township**





Source: McHenry County Department of Planning and Development

Current Land Use Map



Current Land Use

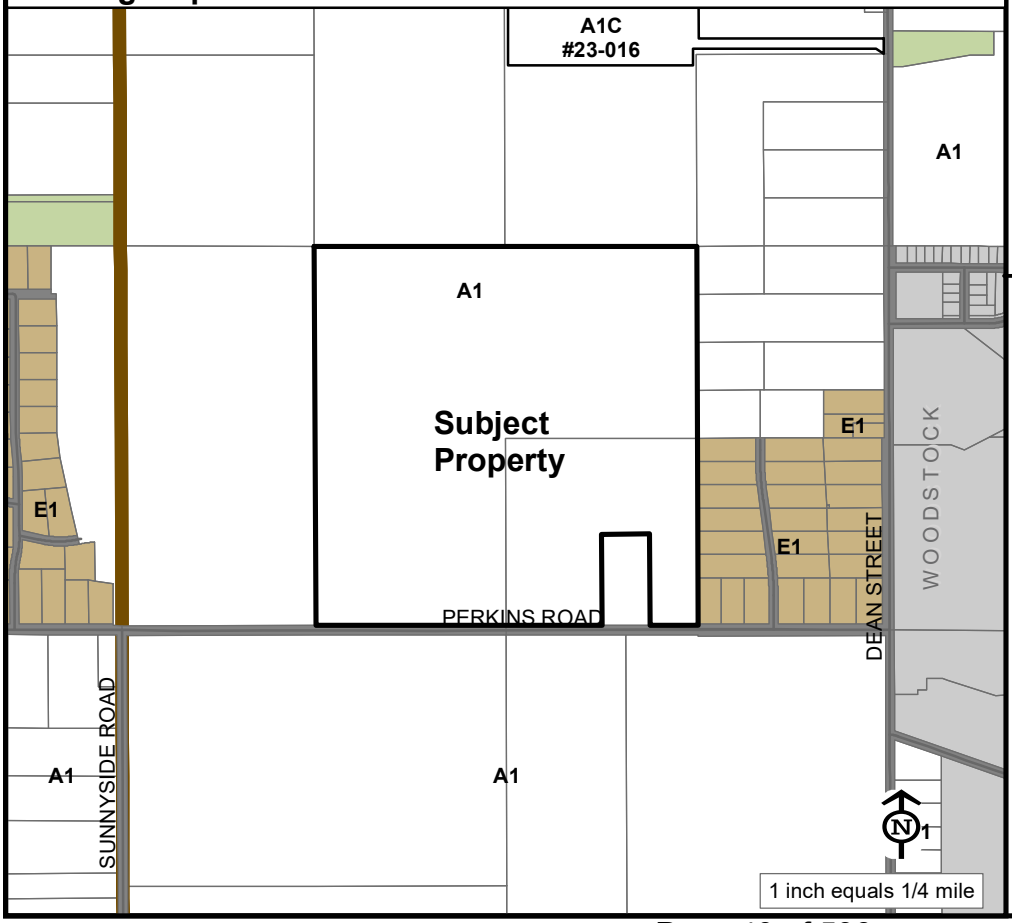
Agriculture/Single-Family Residential

Adjacent Land Use(s)

North: *Agriculture*
South: *Agriculture/Single-Family Residential*
East: *Agriculture/Single-Family Residential/ Vacant*
West: *Agriculture*

- Agriculture
- MCCD Agriculture
- Single-Family Residential
- Multi-Family Residential
- Open Space
- Golf Course
- Commercial
- Office
- Industrial
- Mixed Use
- Earth Extraction
- Vacant
- Government / Institutional
- Transportation, Communication, Utilities
- Under Review

Zoning Map



Current Zoning

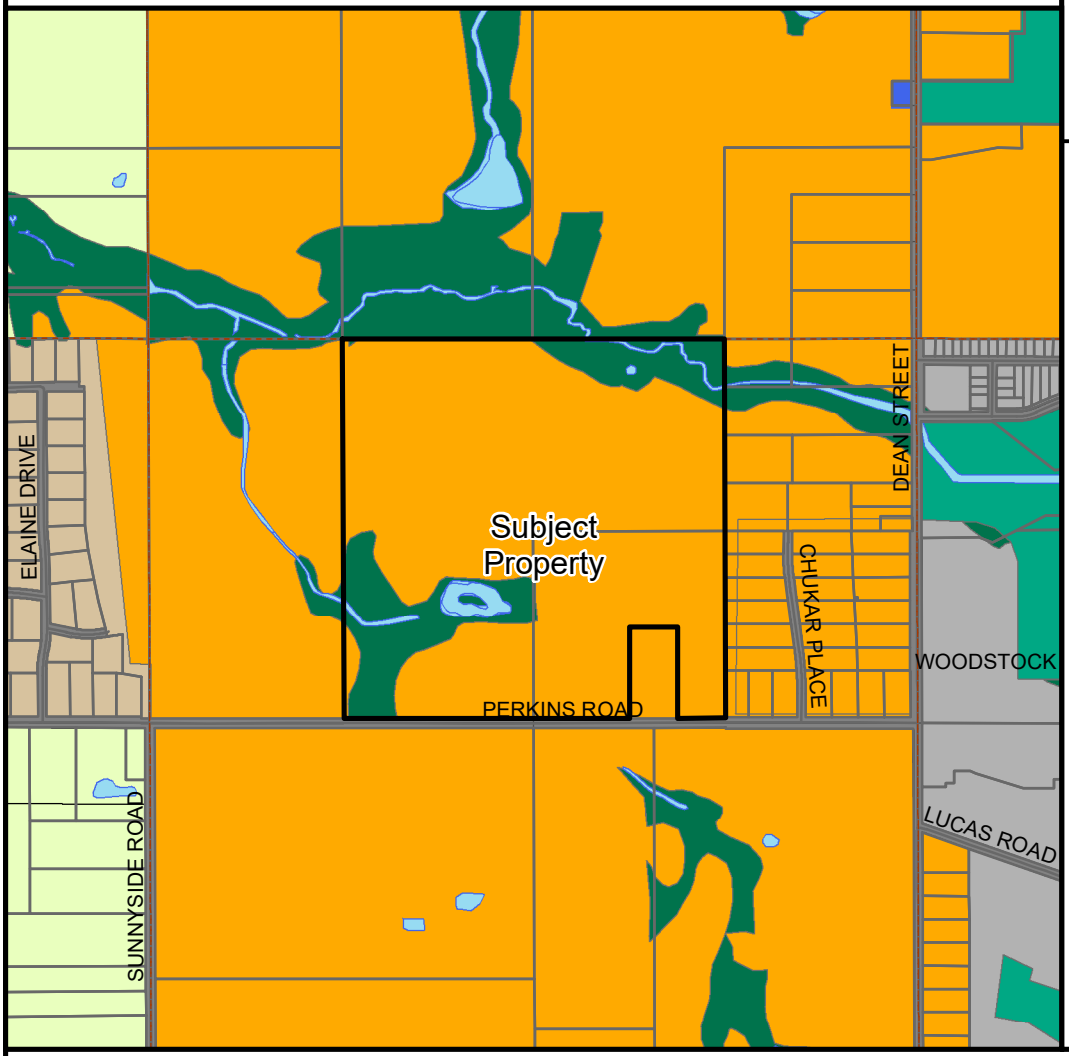
A-1 Agriculture

Adjacent Zoning

North: A-1 Agriculture
South: A-1 Agriculture
East: A-1 Agriculture/E-1 Estate
West: A-1 Agriculture

- A-1 Agriculture
- A-2 Agriculture
- E-5 Estate
- E-3 Estate
- E-2 Estate
- E-1 Estate
- R-1 Single-Family Residential
- R-2 Two-Family Residential
- R-3 Multiple-Family Residential
- B-1 Neighborhood Business
- B-2 Neighborhood Business
- B-3 General Business
- O Office / Research
- I-1 Light Industrial
- I-2 Heavy Industrial
- PD Planned Development
- C Conditional Use
- V Variation
- Incorporated

McHenry County 2030 Comprehensive Plan Future Land Use Map



Future Land Use Map Designation

Residential/ Environmentally Sensitive Area

- Agricultural
- Open Space
- Environmentally Sensitive Area
- Estate
- Isolated Estate
- Residential
- Isolated Residential
- Retail
- Mixed Use
- Office, Research, Industrial
- Gov't, Institutional, Utilities
- TOD Existing Rail Station
- TOD Future Rail Station
- Active Earth Extraction Site
- Municipality

Scale: 1 inch = 1/4 mile

Municipal / Township Plan Designations

Dorr Township: Residential/Environmentally Sensitive Area

Woodstock: Neighborhood Development/Resource Conservation/Resource Conservation Corridor

McHenry County 2030 Comprehensive Plan — Text Analysis

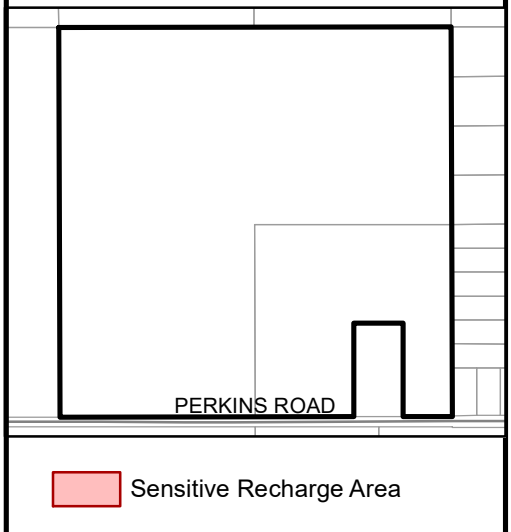
Land Use

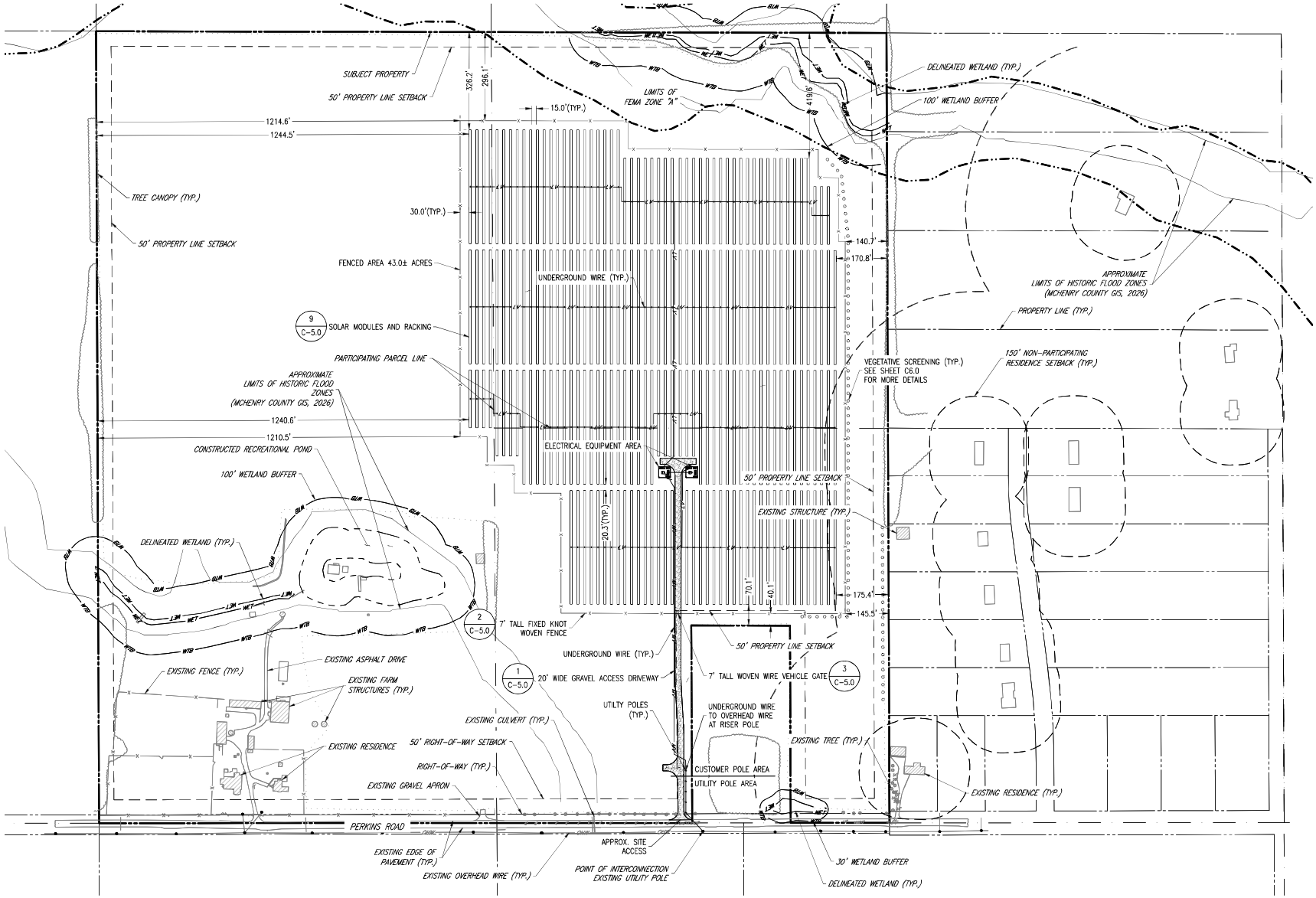
Residential includes existing and proposed areas for single-family and multifamily residential uses at gross densities of less than one acre per dwelling unit. Within the Residential district, development densities should consider nearby land uses and zoning, and the availability of transportation, infrastructure, water supply, and other public services, environmental limitations, and other factors required by County ordinances, state statutes, and case law.

Sensitive Aquifer Recharge Areas

The site is not located in a zone with elevated contamination potential.

Sensitive Aquifer Recharge Areas (SARA)





LAYOUT AND MATERIALS PLAN

SCALE: 1" = 150'

0 150' 300'

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CONDITIONAL USE PERMIT SET
13814 PERKINS ROAD
MCHENRY COUNTY, IL

PROJECT NUMBER: 120-2629

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
	12/19/25	KC	JDC	CONDITIONAL USE PERMIT

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

C-2.0
LAYOUT AND MATERIALS PLAN

McHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT

NATURAL RESOURCES INFORMATION REPORT

25-120-4781

December 30, 2025

This report has been prepared for:
Perkins Road Solar 1, LLC

Contact Person:
Nicholas Bellone

PREPARED BY:
McHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT
1648 S. EASTWOOD DR.
WOODSTOCK, IL 60098
PHONE: (815) 338-0444
www.mchenryswcd.org

The McHenry-Lake County Soil & Water Conservation District is an equal opportunity provider and employer.

EXECUTIVE SUMMARY OF NRI REPORT #25-120-4781

It is the opinion of the McHenry-Lake County Soil and Water Conservation District Board of Directors that this report as summarized on these pages are pertinent to the requested zoning change.





Site Picture 1: Looking north from the southeast corner of the parcel.



Site Picture 2: Looking north from the southcentral boundary of the parcel.



Site Picture 3: Looking northwest from the southcentral boundary of the parcel.



Aquifer Sensitivity Map (*This is the area beneath the soil profile down to bedrock)
The Geologic features map indicates that the parcel is comprised of B4 geologic limitations, which has a moderately high contamination potential.

Sensitive Aquifer Recharge Areas (Includes the soil profile and underlying geology).
The Sensitive Aquifer Recharge Map indicates the parcel is not within an area designated as Sensitive Aquifer Recharge.

Soil Leachability Map (This is only the soil profile within the parcel from the surface down to approx. 5 feet).
The Soil Leachability Index indicates there are no high leachable soils, for fertilizers, on the parcel.

Soil Permeability (This is only the soil profile within the parcel from the surface down to approx. 5 feet. Soil permeability is a reflection of the speed in which water (with or without pollutants) can move through the soil profile.)
The USDA-NRCS Soil Survey Map of the area indicates there are no highly permeable soils on the parcel.

Soil Limitations (This evaluates the parcel from the surface down to approximately 5 feet.):

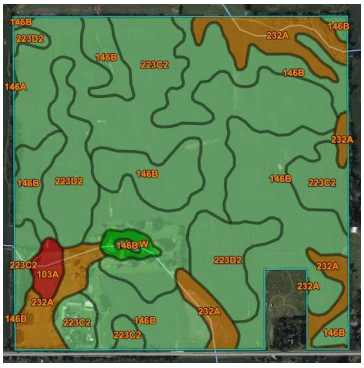
Erosion Ratings
The NRCS Soils Survey indicates 75.0 acres or 49.2% of the parcel contains highly erodible soils.



Prime Farmland Soils
The Natural Resources Conservation Service (NRCS) Soil Survey indicates 111.9 acres or 73.4% of the parcel is comprised of prime farmland soils and 18.7 acres and 12.3% is comprised of prime farmland when drained soils (identified in shades of green).



Ground-Based Solar Arrays
The Natural Resources Conservation Service (NRCS) Soil Survey indicates 20.9 acres or 13.7% of the parcel has very limited soils for ground-based solar arrays (identified in red).

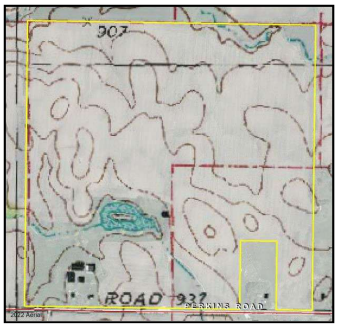


Hydric Soils
The NRCS Soil Survey indicates 20.8 acres or 13.7% of the parcel contains hydric soils (identified in orange and red).

Floodplain Information:



The Flood Insurance Rate Map
Indicates 7.58 acres of the parcel is located within Zone A, 100-year floodplain (identified in blue).



Flood of Record Map (Hydrologic Atlas)
The Flood of Record Map for this area indicates 5.98 acres of the parcel has flooded (identified in blue).

*The Layout and Materials Plan, New Leaf Energy, non-dated, indicates that the floodplain areas will be avoided.

Wetland Information:



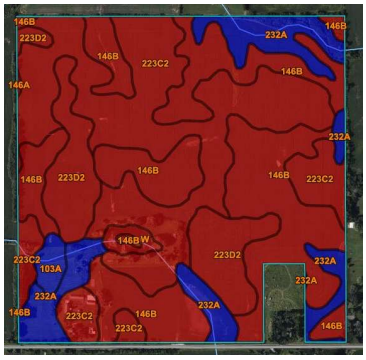
USDA-NRCS Wetland Inventory
The NRCS Wetlands Inventory indicates 21.48 acres of FWP: Farmed Wetland Pasture (identified in red) and 1.29 acres of FW: Farmed Wetlands (identified in orange) on the parcel.



ADID Wetland Inventory
The ADID Wetland Study indicates 5.7 acres of High Quality Wetland K639, 0.85 acres of famed wetland K709, 0.85 acres of farmed wetland K745, and non-wetland K732, on the parcel. It also identifies a stream in the northeast corner and within the southwest section of the parcel.

*The Layout and Materials Plan, New Leaf Energy, non-dated, indicates that these wetland areas will be avoided.

Flooding Frequency
The NRCS Soil Survey indicates that flooding is not probable on the parcel. The chance of flooding is nearly 0% in any year. Flooding occurs less than once in 500 years.



Ponding Frequency
The NRCS Soil Survey indicates that frequent ponding occurs on 20.8 acres or 13.7% of the parcel. Ponding occurs, on the average, more than once in 2 years. The chance of ponding is more than 50 percent in any year.

Cultural Resources: Office maps indicate there is not a high probability for cultural/historical features within the parcel in question.



Preserved or Recognized Ecological Sites: McHenry County Natural Areas Inventory Site – (DOR07) Dean Street Wetland is northeast of the parcel and (DOR08) Franklinville Creek Prairies is in the northeast corner of the parcel.

Dean Street Wetland is a protected basin marsh and sedge meadow which is threatened by water table alteration, brush encroachment, Reed Canary Grass, and dumping.

Franklinville Creek Prairies contains unprotected wet silt loam prairies and sedge meadow, which is threatened by siltation, upstream impoundment, water table alteration, and Reed Canary Grass.

Additionally, there are two publicly protected sites east of the parcel. McHenry County Conservation District's Kishwaukee River Headwaters is northeast of the parcel, and the Land Conservancy of McHenry County's Apple Creek Estates site is east of the parcel

Woodlands: None Identified

Agricultural Areas: Office Maps indicate there are no State designated agricultural areas on the parcel in question.

Land Evaluation Site Assessment (LESA)
The Land Evaluation Score for the parcel is 79.95. A Site Assessment was not completed due to the Agricultural zoning on the parcel.

Vegetation: The Board recommends that areas between panels and within the buffers, be planted to a native prairie mix to help increase water infiltration and reduce runoff from the site. It is recommended that a planting and maintenance plan be developed with the landowner to ensure that noxious weeds are controlled, and native plantings are properly installed and managed. The petitioner should refer to the planting requirements of the Illinois Department of Natural Resources and McHenry County Department of Planning & Development.

Agricultural Impact Mitigation Agreement: We have not received notice from the Illinois Department of Agriculture that an Agricultural Impact Mitigation Agreement has been filed. Please contact Sean McIntyre for more information.

Sean McIntyre | AGRICULTURAL LAND & WATER RESOURCE SPECIALIST I
Land and Water Resources

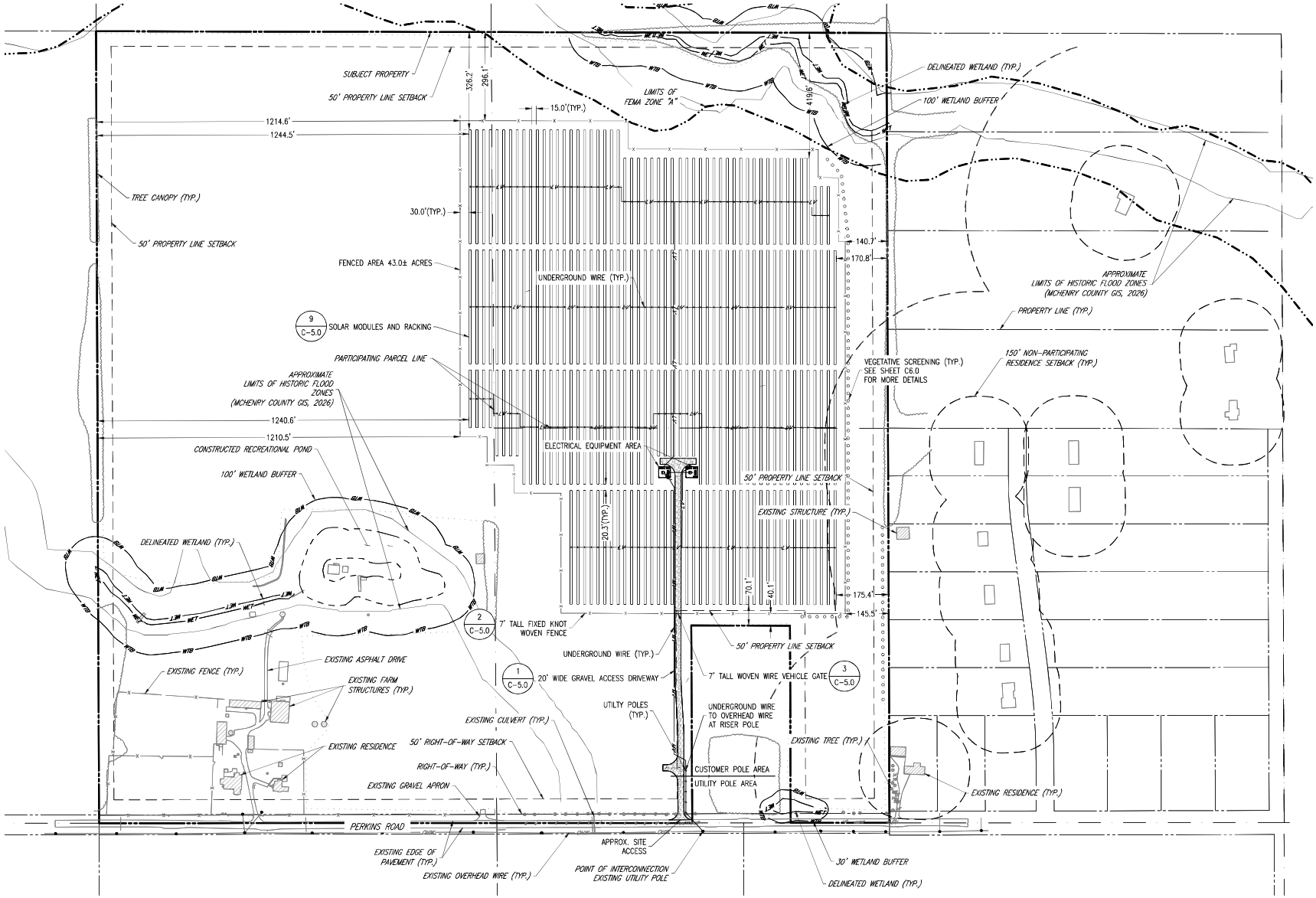
Illinois Department of Agriculture
John R. Block Building | 801 E. Sangamon Ave., P.O. Box 19281 | Springfield, IL 62794-9281
(O) 217-558-8095 | sean.m.mcintyre@illinois.gov

NATURAL RESOURCE INFORMATION REPORT (NRI)

NRI Report Number	25-120-4781
Applicant's Name	Perkins Road Solar 1, LLC
Size of Parcel	155.1 acres
Zoning Change	Conditional Use - Solar Facility
Parcel Index Number(s)	13-19-100-007, 13-19-251-002
Common Location	13814 Perkins Rd, Woodstock, IL
Contact Person	Nicholas Bellone

Copies of this report or notification of the proposed land-use change were provided to:	***yes***	***no***
The Applicant	x	
The Applicant's Legal Representation/Consultant		x
The Village/City/County Planning and Zoning Department or Appropriate Agency	x	

Report Prepared By: *Spring M. Duffey* Position: *Executive Director*



LAYOUT AND MATERIALS PLAN

SCALE: 1" = 150'

0 150' 300'

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13814 PERKINS ROAD
MCHENRY COUNTY, IL

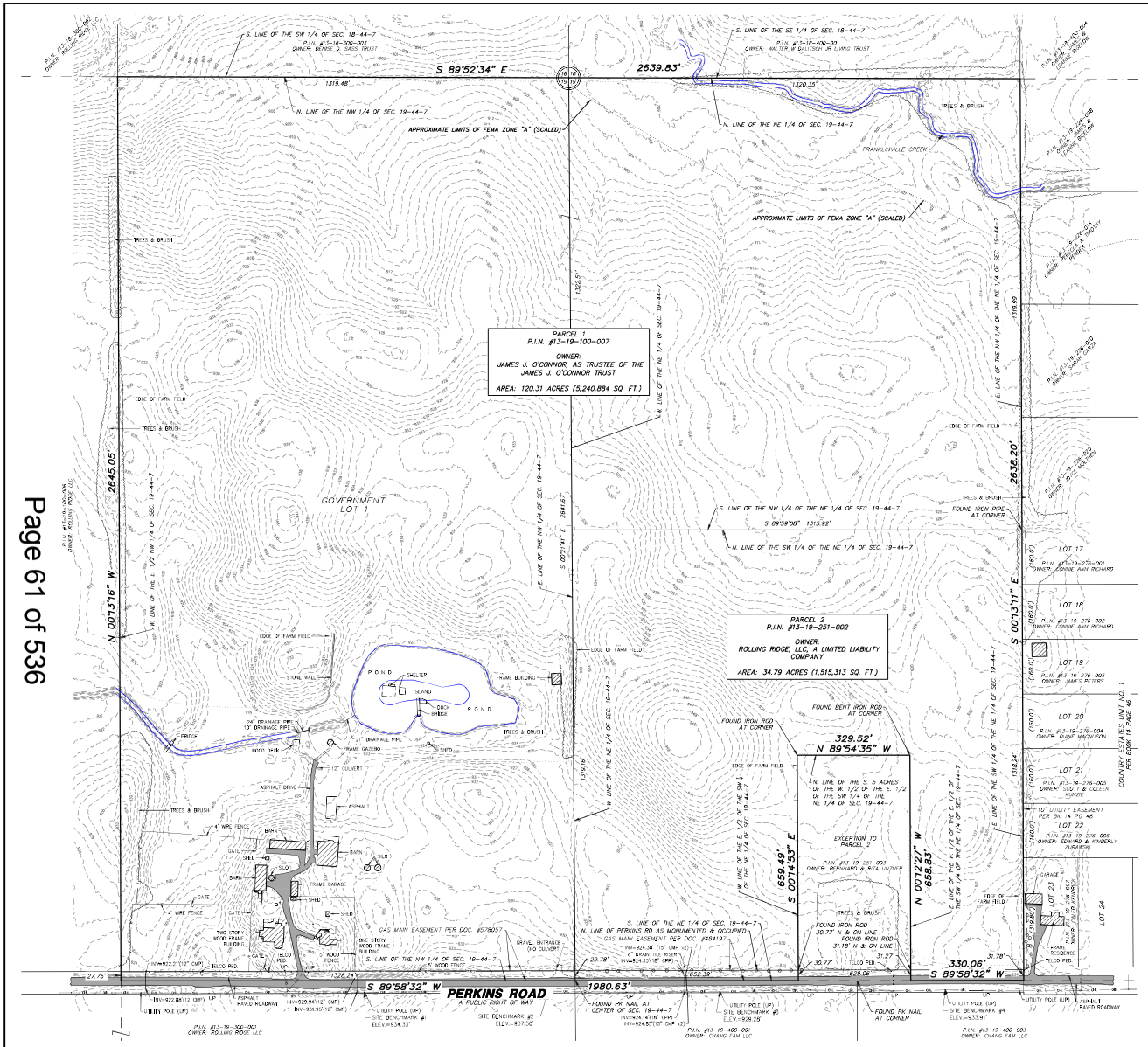
PROJECT NUMBER: 120-2629

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
	12/19/25	KC	JDC	CONDITIONAL USE PERMIT

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

C-2.0
LAYOUT AND MATERIALS PLAN

ALTA / NSPS
LAND TITLE SURVEY


PARCEL 1
P.I.N. #13-19-100-007
OWNER:
JAMES J. O'CONNOR, AS TRUSTEE OF THE JAMES J. O'CONNOR TRUST
AREA: 120.31 ACRES (5,240,884 SQ. FT.)
PARCEL 2
P.I.N. #13-19-251-002
OWNER:
ROLLING RIDGE, LLC, A LIMITED LIABILITY COMPANY
AREA: 34.79 ACRES (1,515,313 SQ. FT.)
GOVERNMENT LOT
S 89°52'34" E
2639.83'
N 89°54'35" W
329.52'
S 89°58'32" W
1980.63'
330.06'
PERKINS ROAD
A PUBLIC RIGHT OF WAY
APPROXIMATE LIMITS OF FEMA ZONE "A" (SCALED)
FRANKLINVILLE CREEK
POND
ISLAND
DOCK
BRIDGE
SHELTER
FRAME BUILDING
FRAME GAZEBO
WOOD DECK
STONE WALL
BARN
SILO
SHED
FRAME GARAGE
TWO STORY WOOD FRAME BUILDING
ONE STORY WOOD FRAME BUILDING
ASPHALT DRIVE
4 WIRE FENCE
WOOD FENCE
GRAVEL ENTRANCE (NO CULVERT)
GAS MAIN EASEMENT PER DOC. #578057
N. LINE OF PERKINS RD AS MONUMENTED & OCCUPIED
GAS MAIN EASEMENT PER DOC. #454197
EXCEPTION TO PARCEL 2
FOUND IRON ROD AT CORNER
FOUND BENT IRON ROD AT CORNER
FOUND IRON PIPE AT CORNER
FOUND PK NAIL AT CENTER OF SEC. 19-44-7
FOUND PK NAIL AT CORNER
FOUND IRON ROD 30.77' N & ON LINE
FOUND IRON ROD 31.18' N & ON LINE
SITE BENCHMARK #1 ELEV.=824.33'
SITE BENCHMARK #2 ELEV.=837.50
SITE BENCHMARK #3 ELEV.=829.28
SITE BENCHMARK #4 ELEV.=833.91'
UTILITY POLE (UP)
TELCO PED
P.I.N. #13-19-300-001 OWNER: ROLLING RIDGE LLC
P.I.N. #13-19-400-001 OWNER: WALTER W GALLISON JR LIVING TRUST
P.I.N. #13-19-400-004 OWNER: JAMES & CAROL SELLERS
P.I.N. #13-19-400-006 OWNER: JAMES & CHERYL BUSCH
P.I.N. #13-19-400-007 OWNER: JAMES J. O'CONNOR TRUST
P.I.N. #13-19-400-009 OWNER: JAMES J. O'CONNOR TRUST
P.I.N. #13-19-400-010 OWNER: JAMES J. O'CONNOR TRUST
P.I.N. #13-19-276-001 OWNER: CONNIE ANN RICHARD
P.I.N. #13-19-276-002 OWNER: CONNIE ANN RICHARD
P.I.N. #13-19-276-003 OWNER: JAMES PETERS
P.I.N. #13-19-276-004 OWNER: DIANE MAGNUSON
P.I.N. #13-19-276-005 OWNER: SCOTT & COLEEN KRANTZ
P.I.N. #13-19-276-006 OWNER: EDWARD & KIMBERLY DURANSKI
P.I.N. #13-19-251-001 OWNER: BENNYHARD & RITA UNZNER
P.I.N. #13-19-400-002 OWNER: DIANE MAGNUSON
P.I.N. #13-19-400-003 OWNER: CHANG FAM LLC
P.I.N. #13-19-400-005 OWNER: CHANG FAM LLC
COUNTRY ESTATES UNIT NO. 1 PER BOOK 4 PAGE 46
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
10' UTILITY EASEMENT PER DOC 94 PG 46
2645.05'
2638.20'
1320.35'
1322.51'
1319.99'
1316.16'
1318.24'
659.49'
S 00°14'53" E
658.83'
N 00°12'27" W
N 00°13'16" W
S 00°13'11" E
S 00°03'47" E
2644.87'
S 89°59'08" 1315.92'
1319.48'
1326.24'
652.39'
29.78'
30.77'
31.27'
31.78'
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(160.45')
(160.46')

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Perkins Road Solar 1, LLC

and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
in
McHenry 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).

Perkins Road Solar 1, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 4.99 MW AC Commercial Solar Energy Facility in McHenry County [GPS Coordinates: 42.280604, -88.459905], which will consist of up to 43.4 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 Perkins Road Solar 1, 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 McHenry County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

Jerry Costello II
4
By: Jerry Costello II, Director

Clay Nordsiek
By Clay Nordsiek, Deputy General Counsel

801 E. Sangamon Avenue,
State Fairgrounds, POB 19281
Springfield, IL 62794-9281

1/2, 2026

Perkins Road Solar 1, LLC

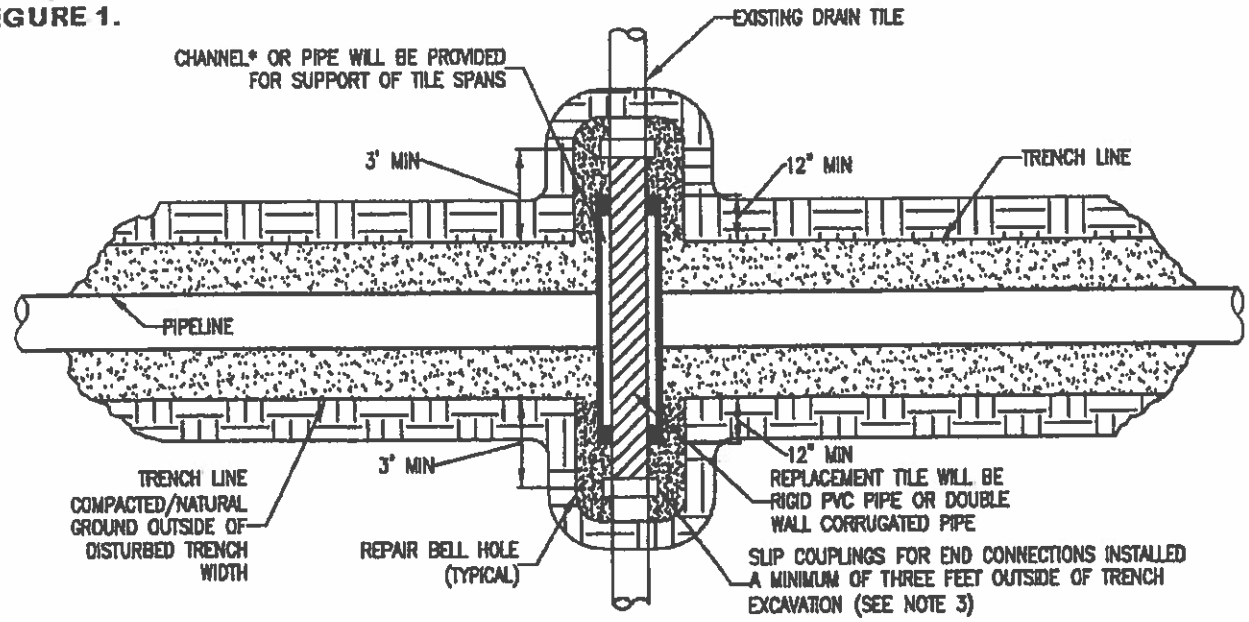
Nicholas Bellone
By Nicholas Bellone, P.E.

Address

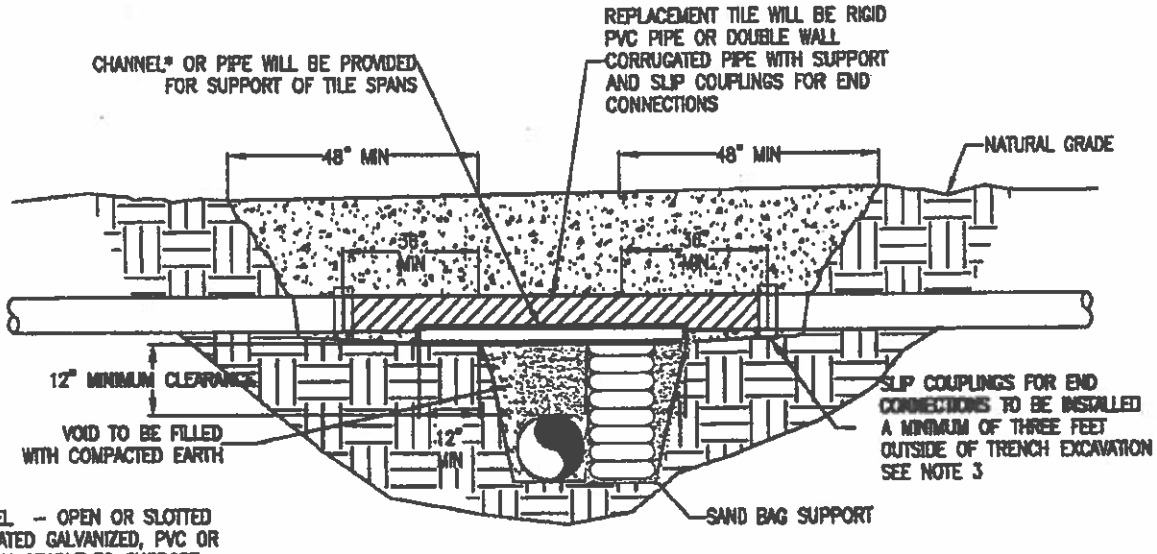
December 16, 2025

Standard Solar AIMA V.8.19.19

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.

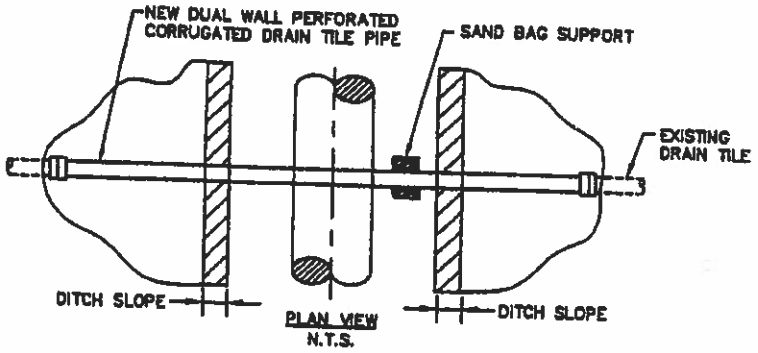
NOTE:

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

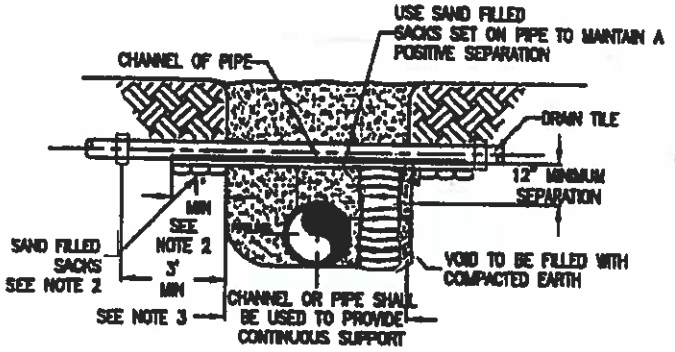
PAGE 1 of 2

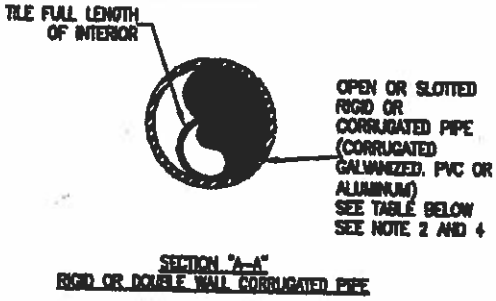
FIGURE 2.



PLAN VIEW
N.T.S.

PLAN VIEW





SECTION "A-A"
RIGID OR DOUBLE WALL CORRUGATED PIPE

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

R E S O L U T I O N

Authorizing the County Administrator to Execute a Vacant Land Sales Contract to Sell 2.421 Acres of County Owned Property on Banford Road, Woodstock, IL (18)

WHEREAS, the County of McHenry, IL owns certain real estate located on Banford Road in Woodstock, IL totaling approximately 2.421 acres, including PIN # 08-33-100-018, 08-33-100-019, and 08-33-100-020; and

WHEREAS, the property no longer serves the County's purposes and therefore, the County wishes to sell said property to an adjoining property owner at a negotiated rate of $23,000 per acre.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that the County Administrator is hereby authorized to negotiate and execute a Vacant Land Sales Contract as prepared and approved by the State's Attorney's Office; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Administrator, Chief Financial Officer, and the County Clerk and Recorder.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Authorizing the County Administrator to Execute a Vacant Land Sales Contract to Sell 2.421 Acres of County Owned Property on Banford Road, Woodstock, IL (18)

Board / Committee Action Requested:
Approve the County Administrator to work with the State's Attorney to sell County-owned real estate on Banford Road, Woodstock, IL

Background and Discussion:

The County owns approximately 2.421 acres of vacant land on Banford Road in Woodstock, IL. The Tax PIN numbers for this aggregate parcel include 08-33-100-018, 08-33-100-019, and 08-33-100-020. This property was the former site of the County Animal Control facility before it moved to its new location in Crystal Lake. This property is no longer suited for County facilities or use and, therefore, its sale is recommended. The County has been approached by the adjoining landowner who offered $23,000 per acre for the property.

Impact on Human Resources:
None.

Impact on Budget (Revenue; Expenses, Fringe Benefits):
The proceeds of the sale will be applied to the Capital Fund.

Impact on Capital Expenditures:
None.

Impact on Physical Space:
None.

Impact on Other County Departments or Outside Agencies:
None.

Conformity to Board Ordinances, Policies and Strategic Plan:
Conforms to the County Purchasing Ordinance and Policies related to the disposal of property.

PLAT OF SURVEY

Vanderstappen
Land Surveying, Inc.
www.vandersinc.com
1316 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-8310 fax 815-337-8314
"Always faithful to the property line"

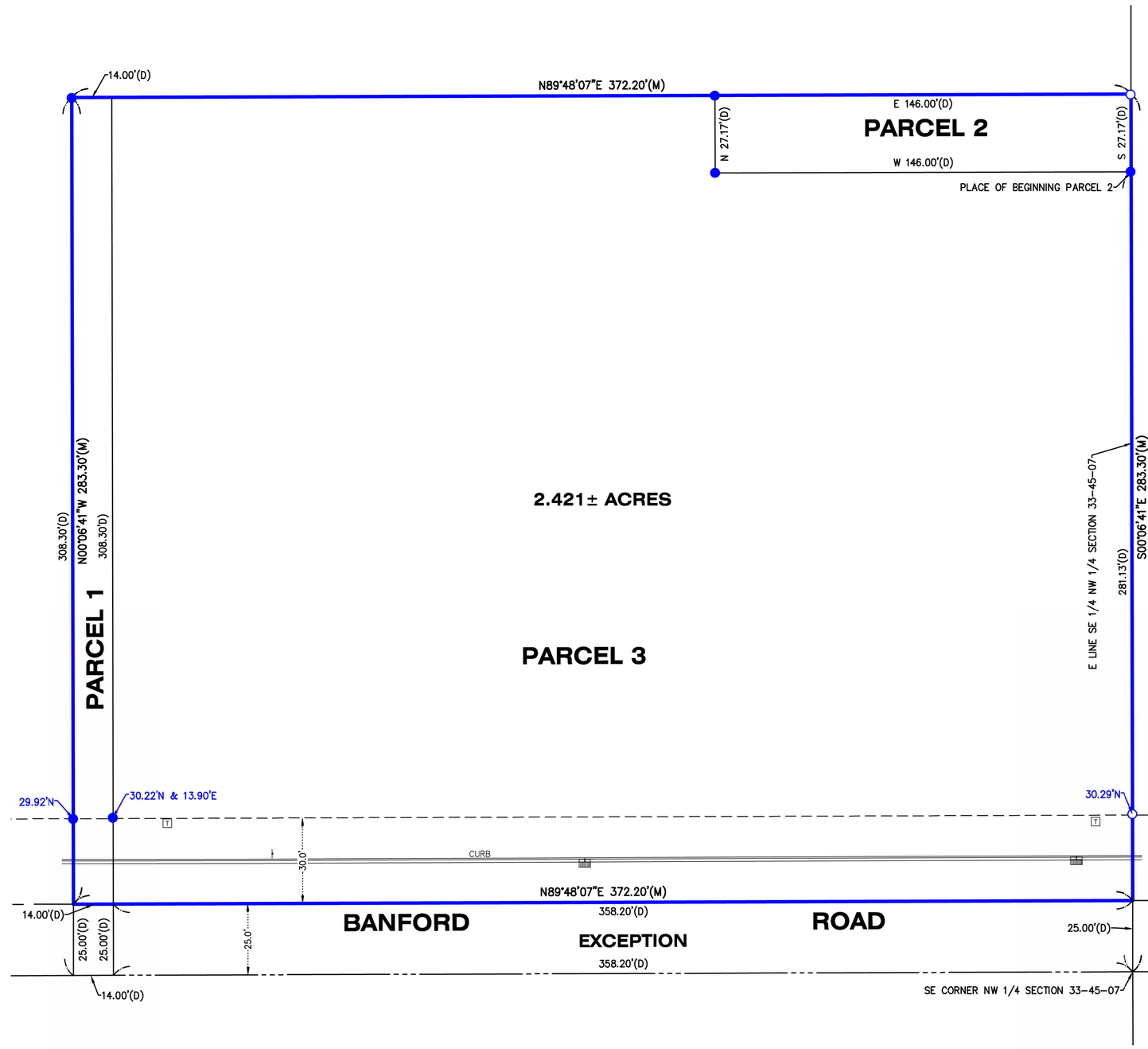
LEGAL DESCRIPTION:

PARCEL 1:
The West 14.0 feet of the South 308.30 feet of the East 372.20 feet of the Southeast Quarter of the Northwest Quarter of Section 33, Township 45 North, Range 7 East of the Third Principal Meridian, (excepting therefrom the South 25.0 feet thereof) in McHenry County, Illinois.

PARCEL 2:
Part of the Northwest Quarter of Section 33, Township 45 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of the Northwest Quarter of said Section; thence North along the East line of the Northwest Quarter of said Section, a distance of 281.13 feet to the Place of Beginning of the following parcel: thence West and parallel with the South line of said Northwest Quarter, a distance of 146.0 feet; thence North, a distance of 27.17 feet; thence East, a distance of 146.0 feet; thence South, a distance of 27.17 feet to the Place of Beginning, situated in the County of McHenry and the State of Illinois.

PARCEL 3:
The South 308.30 feet of the East 358.20 feet of the Southeast Quarter of the Northwest Quarter of Section 33, Township 45 North, Range 7 East of the Third Principal Meridian, (excepting therefrom the South 25.0 feet thereof), in McHenry County, Illinois.

LEGEND	
	CURB INLET
T	ELECTRIC & TELEPHONE RISERS
	ELECTRIC RISER
●	FOUND IRON BAR
○	FOUND IRON PIPE
⊗	FOUND MAG NAIL
	SIGN
T	TELEPHONE RISER
	TRANSFORMER
(D)	DEED
(M)	MEASURED



30' 0' 30' 60'
SCALE: 1" = 30'

SURVEY COMPLETED WITH OVER 2"± OF SNOW COVER. SOME GROUND IMPROVEMENTS MAY NOT HAVE BEEN VISIBLE & SURVEYED AT THIS TIME.

CLIENT: McHENRY COUNTY ADMINISTRATION
DRAWN BY: TPS CHECKED BY: TVA
SCALE: 1"=30' SEC. 33 T. 45 R. 07 E.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: ***
JOB NO.: 260082 I.D. MBV
FIELDWORK COMP.: 02/04/26 BK. ___ PG. ___
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: 070150

*** PIN:
08-33-100-018
08-33-100-019
08-33-100-020

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
*** No distance should be assumed by scaling.**
*** No underground improvements have been located unless shown and noted.**
*** No representation as to ownership, use, or possession should be hereon implied.**
*** This Survey and Plat of Survey are void without original embossed or colored seal and signature affixed.**

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

TERRY L VAN ALSTINE
035-003055
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
EXP. 11/30/2026
WOODSTOCK, ILLINOIS

STATE OF ILLINOIS)
) S.S.
COUNTY OF McHENRY)

In my professional opinion, and based on my observations, I hereby certify that we have surveyed the premises above described, and that the plat hereon is a true representation of the said survey. This professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated at Woodstock, McHenry County, Illinois 02/12 A.D., 20 26.

Vanderstappen Land Surveying Inc.
Design Firm No. 184-002792

By: _____
Illinois Professional Land Surveyor No. 3055

Y:\PLATS\2026\0001-0199\260082_V-260082\260082-MBV-GRD.dwg-Layout1-2/12/2026 3:20 PM

R E S O L U T I O N

Appointment to the Sheriff's Merit Commission as of March 18, 2026 (12)

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that the following Appointments be and are hereby APPOINTED

Sheriff's Merit Commission	**Expiration Date**
Brian Kelly	04/01/2032

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Appointment to the Sheriff's Merit Commission as of March 18, 2026 (12)

Board / Committee Action Requested:
To approve the appointment to the Sheriff's Merit Commission as of March 18, 2026.

MCHENRY COUNTY SHERIFF'S OFFICE

2200 N. Seminary Avenue ▪ Woodstock, Illinois 60098 ▪ p: 815-338-2144
www.mchenrysheriff.org ▪ sheriff@mchenrycountyil.gov

ROBB TADELMAN
SHERIFF

February 11, 2026

Pam Althoff, Chairman
Law and Government Committee
McHenry County Board
2200 N. Seminary Avenue
Woodstock, IL 60098

RE: Merit Commission Reappointment – Brian Kelly

Dear Pam,

On April 1, 2026, Merit Commissioner Brian Kelly's term will expire. I have asked Brian to consider service a six-year term, and he has agreed. Brian is a Republican member of the commission and has served since April 2, 2020. He has become fully engaged with the Sheriff's Office and has done a wonderful job during his tenure as a commissioner.

I am requesting that you shepherd this request through the Law and Government Committee and the full County Board for approval. His new term would be from April 1, 2026 to April 1, 2032.

Sincerely,

Robb Tadelman
Sheriff

County of McHenry

County Clerk Monthly Report

FY 2026 Year to Date

February 1, 2026 - February 28, 2026

GENERAL FUND (100) REVENUE

Main Account Description	Budgeted Revenue	February Actual Revenue	FY 2026 YTD Revenues	FY 2026 Revenue Variance	% Revenue Realized
County Clerk Tax Redemption Fees	$60,000.00	$6,550.00	$26,750.00	$33,250.00	44.58%
Misc. County Clerk Fees	$130,000.00	$7,036.14	$32,057.42	$97,942.58	24.66%
County Clerk Automation Fee	$30,000.00	$1,732.00	$6,186.00	$23,814.00	20.62%
Federal and State Gov't Grant	$90,000.00			$90,000.00	0.00%
Election Judges Stipends - State Reimb.	$60,000.00			$60,000.00	0.00%
Interest Income - Bank Accts	$41,000.00	$3,597.98	$11,363.74	$29,636.26	27.72%
Utilization of Fund Balance	$8,000.00			$8,000.00	0.00%
Totals	**$419,000.00**	**$18,916.12**	**$76,357.16**	**$342,642.84**	**18.22%**

County of McHenry

County Recorder Monthly Report

FY 2026 Year to Date

February 1, 2026 - February 28, 2026

GENERAL FUND (100) REVENUE

Main Account Description	Budgeted Revenue	February Actual Revenue	FY 2026 YTD Revenues	FY 2026 Revenue Variance	% Revenue Realized
Tax Transfer Stamps	$1,225,000.00	$50,848.25	$200,622.25	$1,024,377.75	16.38%
Recording Fees	$660,000.00	$33,991.00	$168,219.63	$491,780.37	25.49%
Real Estate Recording Fees - County Portion	$13,750.00	$852.50	$3,687.50	$10,062.50	26.82%
Totals	**$1,898,750.00**	**$85,691.75**	**$372,529.38**	**$1,526,220.62**	**19.62%**

County of McHenry

County Recorder Monthly Report

FY 2026 Year to Date

February 1, 2026 - February 28, 2026

RECORDER'S AUTOMATION FUND (232) REVENUE

Main Account Description	Budgeted Revenue	February Actual Revenue	FY 2026 YTD Revenues	FY 2026 Revenue Variance	% Revenue Realized
Service Fees	$75,000.00	$7,215.00	$23,128.40	$51,871.60	30.84%
Real Estate Recording Fees - Recorder Automation	$15,000.00	$852.50	$3,687.50	$11,312.50	24.58%
Recorder Automation Fees	$250,000.00	$14,648.00	$64,184.00	$185,816.00	25.67%
Interest Income - Bank Accts	$25,000.00	$124.95	$5,531.77	$19,468.23	22.13%
Utilization of Fund Balance	$109,500.00			$109,500.00	0.00%
Totals	**$474,500.00**	**$22,840.45**	**$96,531.67**	**$377,968.33**	**20.34%**

County of McHenry

County Recorder Monthly Report

Illinois Housing Surcharge Fund - FY 2026 Year to Date

February 1, 2026 - February 28, 2026

Main Account Description	Opening Balance	FYTD Debit	FYTD Credit	Net Difference	Closing Balance
Illinois Housing Surcharge Fund-Equity in Pooled Cash - GL	$47,093.41	$132,750.00	($150,750.00)	($18,000.00)	$65,093.41
Illinois Housing Surcharge Fund-Accounts Receivable	$0.00	$132,750.00	($132,750.00)	$0.00	$0.00
Illinois Housing Surcharge Fund-Vouchers Payable	$0.00	$150,750.00	($102,060.00)	$48,690.00	($48,690.00)
Illinois Housing Surcharge Fund-Due to State of Illinois	($47,093.41)	$102,060.00	($132,750.00)	($30,690.00)	($16,403.41)
Totals	**$0.00**	**$518,310.00**	**($518,310.00)**	**$0.00**	**$0.00**

DAVID A. CHRISTENSEN
DIRECTOR

BROOKE LOYD
CHIEF DEPUTY

PHONE
815.338.6400

EMAIL
ema@mchenrycountyil.gov

McHenry County Emergency Management Agency
Monthly Report for February 2026
By Brooke Loyd, Chief Deputy

February 2026 marked a pivotal shift in addressing critical priorities and advancing sustainable operational improvements. In support of this direction and consistent with the County Administrator's emphasis on efficiency, EMA will conduct a comprehensive analysis in the coming weeks and months to identify, prioritize, and address longstanding operational inefficiencies. Resolving these issues now is essential not only to enhance the efficiency and effectiveness of our daily operations, but also to reduce the risk of systemic failure during an emergency. Achieving the full potential of this effort will require continued advocacy and the shared commitment of our departmental partners, Administration, and the County Board.

Outlined below are the key initiatives and core operational functions we are currently performing to maximize the impact of processes under our direct authority.

Key Activities

- A number of collaborative briefings with EMA staff and Emergency Services Volunteers (ESV) were held to synchronize efforts and reinforce operational priorities. Aligning such efforts at this time ensures the necessary capacity and coordination to meet the heightened service demands associated with the spring and summer event seasons as well as increased calls for service.
- Currently underway is the comprehensive revision of the ESV handbook and the Standard Operating Procedures (SOPs) for the seven ESV sections (communications, EOC ops support, equipment, quartermaster, search and rescue, training, and weather).
- To promote operational clarity and fiscal responsibility, EMA and MCDH are working to strategically clarify roles and responsibilities. The proposed operational alignment aims to strengthen coordination by integrating public messaging, synchronizing community outreach, designating MCDH EOC personnel for Emergency Support Function 8: Public Health and Medical Services, and aligning the County EOP with the Public Health Emergency Plan.
- To support the transition from a discussion-based EOC model to the standardized Incident Command System (ICS), EMA is administering comprehensive training to strengthen the integration between EOC functions and field operations. This initiative allows EOC personnel to gain proficiency in their EOC/ICS roles while exercising decision-making authority and fulfilling reporting requirements. Specifically, these sessions focus on the application of position

2200 N. Seminary Ave. Woodstock, IL 60098-2639 815/338-6400 Phone 815/334-4634 Fax

checklists, standard operating guides (SOGs), and the development of emergency action plans.

- While strengthening EOC operations remains a priority, EMA is also advancing critical improvements to its field response capabilities. The command vehicle acquired to enhance rapid deployment capabilities and streamline on-scene coordination has required more time than initially anticipated to complete due to factors outside the department's control. Still, the revised completion timeline targets readiness just prior to our first event of the year in April. Once fully operational, the vehicle will enhance response efficiency and serve as a valuable resource for our first responder partners.
- EMA facilitated a diverse coalition of community stakeholders who actively participated in the Local Coordinating Council Committee. Representatives included public safety agencies, public health officials, healthcare providers, school district leadership, municipal partners, private sector organizations, and community-based service providers, ensuring broad cross-sector engagement in emergency planning and coordination efforts.
- EMA engaged in ongoing discussions related to a proposed Battery Energy Storage System (BESS) facility development within the County, ensuring emergency response planning, safety considerations, and coordination requirements are incorporated early in the process.

Additional Notes

- Eleven Emergency Services Volunteer (ESV) members were formally recognized by the County Board for their dedicated service to the County, EMA, and the community. The Bronze Award was presented to Ryan Broussard, Scott Cash, Ricardo Garcia, Pam Kampwerth, Alan Lubow, Bill Pickett, Jim Rospopo, Rick Slusin, John Zelz, and Sue Zwierzycki in recognition of contributing more than 100 volunteer hours in 2025. The Silver Award was presented posthumously to Tim Sparkman in recognition of contributing more than 250 volunteer hours in 2025.

- EMA Planner Sarah Bown was recognized at the Illinois Emergency Management Agency and Office of Homeland Security Region III meeting in acknowledgment of her successful completion of the Illinois Professional Development Series.

February 2026 Emergency Services Volunteer (ESV) Hours

Hours by Section / Work Area	Total Hours
Operations	
-Communications	20.75
-Search & Rescue	25
-Weather	1.75
-General	36.25
Logistics	
-Support	11.75
-EOC Staff Support	0
-Training	30.6
Total Monthly Hours	**126.10**
Total YTD Hours Donated for 2026	**312.35**

Cost Savings Generated Through Volunteer Service in February:

General	$1,224.89
SAR	$844.75
EOC Ops Support	$0
Wx	$59.13.
Comms	$701.14
Support	$397.00
Training	$1,033.94
Volunteer Staff	0
Drivers	0
	$4,260.91

Monthly Activities for EMA Staff

Performance Indicators:	Month	YTD	2026 Projected
Number of Volunteers	33	33	60
EMA Staff Training Sessions	10	18	40
Volunteer Training Sessions	5	9	80
Community Presentations/Outreach (NHMP Action Item 23)	13	23	15
Disaster Exercises (Intergovernmental & County)	4	5	10
Mutual Aid Response (SAR, Rehab, EMA, MABAS, Weather)			20
Emergency Management Development (Coordinating Council)	26	31	6
Technical Advisory Assistance for Municipal & Township Gov (EOP, ETSB, Fire Chief's)	5	5	20
Event Coordination (Incident Action Plan, Communications)	1	4	15
Develop/Revise COOP, EOP, Hazard Mitigation & School Plans	4	9	15

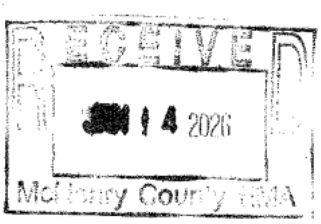
Resiliency Report February 2026

During the month of February, I had eleven community contacts. I had a meeting and Tour at Snap On. I had a presentation with Walmart at the Coordinating Council. I attended the School Safety Meeting Group. I presented and had a meeting with the Facilities Managers group of approximately twenty representatives at The Orchard Church in Arlington Heights. I worked with Lake County EMA who also presented at this meeting.

Community Food Pantry of Richmond/Spring Grove, INC

P.O. Box 78

Richmond, IL 60071



Jan. 9, 2026

Dear McHenry County Emergency Management,

We are writing this letter to thank you for your generous donation of food for the Food Pantry. It's a busy time of year, so we go through food quickly. We appreciate you thinking of us when there are many opportunities to donate and you chose us.

You help us support many families in our communities. We feel so blessed that your " giving spirit" helps so many that visit our Food Pantry. It is humbling to witness your generosity.

Thank you and God Bless You,

The Food Pantry Team of Volunteers

OFFICE OF
PUBLIC DEFENDER
McHENRY COUNTY, ILLINOIS
2200 NORTH SEMINARY AVENUE
WOODSTOCK, ILLINOIS 60098
PHONE (815) 334-4170
FAX (815) 334-4692

PUBLIC DEFENDER
RICHARD BEHOF

ASSISTANTS
KIM MESSER
KYLE KUNZ
MATTHEW FEDA
GIANNA VENTICINQUE
KAITILYN GLENN
GENE WILSON
MEREDITH HULBERT
MICHAEL WIER
DAVID GIESINGER
MATTHEW WINER
ANDREW SWINDEN

INVESTIGATOR
CORAL DRZEWIECKI

To: The Honorable Michael Feetterer, Chief Judge
The Honorable Michael Chimel
The Honorable Tiffany Davis
The Honorable Mark Gerhardt
The Honorable David Gervais
The Honorable Justin Hansen
The Honorable Jennifer Johnson
The Honorable Suzanne Mangiamele

PUBLIC DEFENDER REPORT

	February 2026	February 2025
Defendants Assigned	369	322
Defendants Disposed	321	404
Total Number of Charges Disposed	597	875
Felonies	124	289
Misdemeanors	428	563
Juveniles	42	21
Other	3	2

Respectfully Submitted,

Richard Behof
Public Defender

cc: County Clerk
McHenry County Board
Kathy Keefe, Clerk of the Circuit Court

MCHENRY COUNTY CORONER
DR. MICHAEL R REIN, D.C.
COUNTY BOARD MONTHLY REPORT
February 2026

MONTH- February	Totals
Total Deaths	154
Return to Medical Deaths	138
Coroner Cases	16
Scenes	25
Hospital Deaths	53
Hospice Deaths	76
Fetal Deaths	5
Nursing Home / Assisted Living Deaths	28
Autopsies Performed	5
External Autopsies Performed	1

MCHENRY COUNTY CORONER
DR. MICHAEL R REIN, D.C.
COUNTY BOARD MONTHLY REPORT
February 2026

Yearly Stats - February	Results
Total Deaths February 2026	154
Total Deaths YTD 2026	330
Total Deaths YTD 2025	350
Total Deaths 2025	1943
Return to Medical YTD 2026	290
Return to Medical YTD 2025	312
Return to Medical Total 2025	1696
Coroner Cases YTD 2026	40
Coroner Cases YTD 2025	34
Coroner Cases Total 2025	247
Scenes YTD 2026	68
Scenes YTD 2025	49
Scenes Total 2025	396
Hospital Deaths YTD 2026	108
Hospital Deaths YTD 2025	71
Hospital Deaths Total 2025	502
Hospice Deaths YTD 2026	158
Hospice Deaths YTD 2025	200
Hospice Deaths Total 2025	709
Fetal Deaths YTD 2026	10
Fetal Deaths Total 2025	1
Suicides YTD 2026	1
Suicides Total 2025	43
Nursing Homes/Assisted Living Deaths YTD 2026	69
Nursing Homes/Assisted Living Deaths YTD 2025	105
Nursing Homes/Assisted Living Total 2025	479
Autopsies Performed YTD 2026	16
Autopsies Performed YTD 2025	12
Autopsies Performed Total 2025	136
External Autopsies YTD 2026	2
External Autopsies YTD 2025	6
External Autopsies Total 2025	33

MCHENRY COUNTY CORONER
DR. MICHAEL R REIN, D.C
COUNTY BOARD MONTHLY REPORT
February 2026

2026 Drug Related Deaths	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Fentanyl	0	0										
Fentanyl + Opiates	0	0										
Fentanyl + Heroin	0	0										
Fentanyl + Cocaine	0	0										
Fentanyl + Cocaine + Non-Opiates	0	0										
Fentanyl + Cocaine + Opiates	0	0										
Fentanyl + Non-Opiates	0	0										
Fentanyl + Opiates + Non-Opiates	0	0										
Fentanyl + Heroin + Cocaine	0	0										
Fentanyl + Heroin + Cocaine + Opiates	0	0										
Fentanyl + Heroin + Cocaine + Non-Opiates	0	0										
Fentanyl + Heroin + Cocaine + Opiates + Non-Opiates	0	0										
Fentanyl + Heroin + Opiates + Non-Opiates	0	0										
Fentanyl + Heroin + Opiates	0	0										
Fentanyl + Heroin + Non-Opiates	0	0										
Heroin	0	0										
Heroin + Cocaine	0	0										
Heroin + Non-Opiates	0	0										
Cocaine	0	0										
Cocaine + Opiates	0	0										
Cocaine + Opiates + Non-Opiates	0	0										
Cocaine + Non-Opiates	0	0										
Opiates	0	0										
Non-Opiates	0	0										
Opiates + Non-Opiates	0	0										
PENDING CASES	**3**	**1**										
TOTAL DEATHS	**0**	**0**										
* Opiates (Hydro/Oxycodone, Tramadol, Heroin, etc.)												
* Non-Opiates (Amphetamines, Benzodiazepines, etc.)												

MCHENRY COUNTY CORONER
DR. MICHAEL R REIN, D.C.
COUNTY BOARD MONTHLY REPORT
February 2026

Drug Related Deaths	2022	2023	2024	2025	2026
Fentanyl	10	9	6	2	0
Fentanyl + Opiates	2	0	2	1	0
Fentanyl + Heroin	2	0	0	0	0
Fentanyl + Cocaine	3	11	4	0	0
Fentanyl + Cocaine + Non-Opiates	3	2	1	1	0
Fentanyl + Cocaine + Opiates	0	0	4	0	0
Fentanyl + Non-Opiates	5	2	2	1	0
Fentanyl + Opiates + Non-Opiates	0	2	1	0	0
Fentanyl + Heroin + Cocaine	0	0	0	0	0
Fentanyl + Heroin + Cocaine + Opiates	0	0	0	0	0
Fentanyl + Heroin + Cocaine + Non-Opiates	0	0	0	0	0
Fentanyl + Heroin + Cocaine + Opiates + Non-Opiates	0	0	0	0	0
Fentanyl + Heroin + Opiates + Non-Opiates	0	0	0	0	0
Fentanyl + Heroin + Opiates	0	0	0	0	0
Fentanyl + Heroin + Non-Opiates	3	0	0	1	0
Heroin	0	0	0	0	0
Heroin + Cocaine	0	0	0	0	0
Heroin + Non-Opiates	1	0	0	0	0
Cocaine	1	9	3	3	0
Cocaine + Opiates	0	0	0	0	0
Cocaine + Non-Opiates	0	0	1	1	0
Cocaine + Opiates + Non-Opiates	0	0	2	0	0
Opiates	2	2	0	2	0
Non-Opiates	7	4	9	9	1
Opiates + Non-Opiates	1	9	4	2	0
	Total 40	Total 50	Total 39	Total 23	Total 1
Pending				1	2
* Opiates (Hydro/Oxycodone, Tramadol, Heroin, etc.)					
* Non-Opiates (Amphetamines, Benzodiazepines, etc.)					

McHenry County Sheriff's Office

County Board Monthly Report
February 2026

Sheriff Robb Tadelman

Correctional Division	2025	2026	YTD
Total Inmates Received	280	272	607
Total Inmates Discharged	258	271	576
Average Inmate Count Per Day	340	340	675
Inmates Transferred for Warrant Pick-Ups	50	46	106
Inmates taken to local court	404	413	920
Warrants Served	161	154	310

Civil Process/Records	2025	2026	YTD
Civil Processes Received	680	756	1,415
Civil Processes Served	539	556	1144
FOIA's Processed	141	311	642
Bonds Processed	8	8	13
Subpoenas Processed	23	22	54

Court Security	2025	2026	YTD
Door Totals	28,098	22,909	49,268
Prohibited Items Confiscated	1,173	1,407	2,703
Warrant/Remands Served	39	26	67

Communications Division	2025	2026	YTD
Sheriff's Incidents Dispatched	2,880	3,095	6,014
Contracted Police Incidents Dispatched	1,850	3,215	6,586
Contracted Fire Incidents Dispatched	220	234	491
Incoming Phone Calls	3,985	4,172	8,766
Outgoing Phone Calls	2,007	2,041	4,377
911 Calls	808	847	1,753

Sheriff's Garage	2025	2026	YTD
Vehicle Repairs for all County Vehicles	94	93	178

Police Social Work	2025	2026	YTD
MCSO Referrals	51	30	96
PSW Program Referrals	146	119	288

Traffic	2025	2026	YTD
Pedestrian	0	0	0
Fatal	1	1	2
Injury	21	19	46
No Injury Accidents	33	32	102
Deer	27	27	58
Hit & Run	9	6	8
Property Damage Accidents	14	7	30

Patrol Division	2025	2026	YTD
Citations Issued	479	569	1009
Warning Tickets Issued	203	163	279
Incident Reports Taken	207	201	416
Felony Arests	13	20	37
Misdemeanor Arrests	42	39	71
Warrant Arrests	8	5	9

Investigations	2025	2026	YTD
Adult Arrests	5	8	17
Juvenile Arrests/Processed	0	2	4
Sex Offenders Registered	37	33	53
Sex Offenders Verifications	9	9	20
Cases Assigned	29	33	72
Cases Pending	168	200	397
Cases Closed	33	32	70

Narcotics Division/Intelligence	2025	2026	YTD
Arrests	21	9	32
Felony Charges	43	20	69
Misdemeanor Charges	13	9	32
Federal Charges	0	0	0

*2025: February 2025 Totals *LYT: Last year total 02.2026 *2026: February 2026 *YTD: Year to Date 2026

McHenry County, Illinois

Treasurer's Report

January 2026

Percent of Year Elapsed: 16%

Fund		Fiscal Year Beginning Balance	12/25 Beginning Balance	1/26 Inflows	YTD Inflows	1/26 Outflows	YTD Outflows	1/26 Ending Balance
100	General Fund	$49,993,829.61	$42,048,619.91	$45,639,457.57	$103,666,244.37	($50,523,917.89)	($116,495,914.39)	$37,164,159.59
201	Ill Municipal Retirement Fund	2,274,671.06	1,782,534.43	900,439.77	1,448,683.99	(1,035,137.72)	(2,075,518.57)	1,647,836.48
202	Social Security Fund	2,000,765.98	1,613,336.17	1,045,704.16	1,714,091.71	(1,607,030.80)	(2,662,848.16)	1,052,009.53
203	Liability Insurance Fund	1,214,901.98	(108,802.46)	79.65	289,881.85	(170,025.27)	(1,783,531.91)	(278,748.08)
204	Lease Resolution	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205	Highway Fund	4,649,264.71	3,941,302.90	51,628.64	146,986.52	(1,048,961.96)	(1,852,281.65)	2,943,969.58
206	Matching Fund	1,872,543.19	1,642,255.91	5,010.50	30,534.97	(27,257.24)	(283,068.99)	1,620,009.17
207	County Bridge Fund	1,120,341.77	1,052,840.22	3,218.05	6,628.04	(2,657.74)	(73,569.28)	1,053,400.53
208	Veterans Asst Commission Fund (208)	(308,522.70)	(428,193.45)	0.00	2,870.00	(127,859.43)	(250,400.18)	(556,052.88)
209	Senior Services	3,034,621.61	2,722,897.52	5,242.37	17,305.45	(75,715.07)	(399,502.24)	2,652,424.82
210	TB Care & Treatment Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
211	Mental Health (708) Board	8,037,318.54	8,262,707.93	1,024,950.83	2,079,130.57	(944,241.36)	(1,773,031.71)	8,343,417.40
220	Opioid Settlement Fund	1,075,920.12	1,030,597.62	54,611.01	58,801.40	(56,916.67)	(106,429.56)	1,028,291.96
221	American Rescue Plan Fund	22,794,001.43	21,878,811.65	38,105.97	78,775.46	(1,955,310.65)	(2,911,169.92)	19,961,606.97
222	Joint Training Facility/Firing Range	243,446.39	371,656.81	13,400.78	171,504.25	(20,690.63)	(50,583.68)	364,366.96
230	County Clerk Automation Fund	201,412.14	199,646.88	3,010.97	5,692.46	0.00	(4,446.75)	202,657.85
231	County Clerk Registry Automation Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
232	Co Recorder Automation Fund	809,542.32	839,336.41	34,594.68	73,691.22	(40,917.50)	(50,219.95)	833,013.59
233	Co Treasurers Automation Fund	682,133.06	676,444.92	2,014.46	4,674.62	(7,736.97)	(16,085.27)	670,722.41
234	Geographic Info Systems	1,481,559.56	1,516,804.05	127,431.40	274,225.39	(126,303.79)	(237,853.29)	1,517,931.66
260	RTA Sales Tax - County Portion	50,968,334.05	51,634,858.97	1,700,370.26	3,329,150.67	(1,793,923.92)	(2,756,179.41)	51,541,305.31
261	Motor Fuel Tax Fund	38,195,905.48	38,821,852.52	841,080.28	1,673,413.76	(25,788.59)	(232,175.03)	39,637,144.21
262	Co Option Motor Fuel Tax Fund	16,986,433.59	17,079,112.06	812,898.43	1,589,890.99	(334,754.33)	(1,019,068.42)	17,557,256.16
263	McDot RTA Sales Tax Project Fund	(0.10)	(0.10)	0.00	0.00	0.00	0.00	(0.10)
290	Comm Develop Block Grant Fund	414,317.10	431,884.65	182,103.15	383,514.47	(234,955.99)	(418,799.76)	379,031.81
291	Ill Criminal Justice Auth Fund	115,318.58	151,790.41	210.30	36,682.13	(135,437.00)	(135,437.00)	16,563.71
292	McHenry Co Workforce Network	9,324.12	50,980.79	120,102.14	330,277.05	(168,543.48)	(337,061.72)	2,539.45
300	Treas Passport Services Fund	203,136.67	205,340.73	4,968.05	10,951.18	(5,995.09)	(9,774.16)	204,313.69
301	Expedited Permit Fund (301)	737.50	737.50	0.00	0.00	0.00	0.00	737.50
302	Revolving Loan Fund	332,824.72	309,773.74	58,666.22	59,661.92	(45,879.16)	(69,925.84)	322,560.80

Fund	Fiscal Year Beginning Balance	12/25 Beginning Balance	1/26 Inflows	YTD Inflows	1/26 Outflows	YTD Outflows	1/26 Ending Balance
303 Coroner's Fund	235,397.66	239,261.51	20,306.52	32,914.84	(5,636.35)	(14,380.82)	253,931.68
350 DUI Conviction Fund (350)	328,706.57	330,123.57	2,281.00	3,698.00	0.00	0.00	332,404.57
360 Inmate Welfare Fund	2,771,926.45	2,793,094.70	123,522.65	3,295,183.48	(48,505.34)	(3,198,997.92)	2,868,112.01
370 Maint/Child Support Collection	84,275.27	89,663.52	3,638.95	9,027.20	0.00	0.00	93,302.47
371 Circuit Court Doc Storage Fund	1,509,583.84	1,403,133.83	60,731.24	124,106.65	(12,599.87)	(182,425.29)	1,451,265.20
372 Circuit Court Automation Fund	2,062,521.19	2,113,912.10	68,178.93	149,138.60	(24,978.22)	(54,546.98)	2,157,112.81
373 Circuit Court Clerk Oper & Admin Fund	613,727.96	624,678.28	16,218.97	32,924.39	(5,418.60)	(11,173.70)	635,478.65
374 Circuit Clerk Electronic Citation Fund	592,560.63	610,751.07	17,479.76	35,670.20	(5,355.00)	(5,355.00)	622,875.83
375 Law Library Fund	291,992.25	270,297.14	19,388.23	39,461.70	(16,816.64)	(58,585.22)	272,868.73
376 Special Courts Fund (376)	(325,969.56)	(305,982.92)	184,291.06	306,979.45	(160,583.69)	(263,285.44)	(282,275.55)
377 Probation Service Fee Fund	811,123.46	791,294.01	18,240.24	36,417.89	(3,753.81)	(41,760.91)	805,780.44
378 EMDT Fund	(28.04)	(28.04)	0.00	0.00	0.00	0.00	(28.04)
379 State's Attorney Records Automation Fund	63,997.40	63,906.22	646.39	1,272.92	0.00	(717.71)	64,552.61
380 Public Defender Records Auto	23,236.73	23,509.64	280.12	553.03	0.00	0.00	23,789.76
390 Veterans Asst Comm Bus Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391 Animal Shelter Fund	56,214.78	56,146.31	394.31	880.58	0.00	(554.74)	56,540.62
392 Health Scholarship Fund	7,402.99	7,428.39	21.90	47.30	0.00	0.00	7,450.29
393 Dental Care Clinic Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
400 Capital Project Fund	399,678.50	3,205,950.17	9,606.90	3,139,135.66	(500,954.62)	(824,211.71)	2,714,602.45
502 Series 2007A Debt Certificates (502)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
504 Series 2008 Debt Certificates (504)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
505 Series 2010A Debt Certificates (505)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
506 Series 2010B Debt Certf(Recovery Zone) (!	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507 Series 2012 B Debt Certificates (507)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
508 Series 2015 Debt Certificates (508)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
701 Working Cash I Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702 Working Cash II Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
800 Valley Hi	18,413,009.26	19,001,218.95	1,038,827.29	3,176,765.84	(1,770,772.51)	(3,320,501.37)	18,269,273.73
801 Emerg Telephone Systems Board	13,976,538.12	12,317,763.50	408,469.13	830,448.70	(170,816.90)	(2,251,571.09)	12,555,415.73
850 Employee Benefit Fund	501,417.25	1,369,287.79	2,770,279.94	6,729,998.69	(1,607,384.47)	(4,699,232.68)	2,532,183.26

McHenry County, Illinois

Treasurer's Report

January 2026

Percent of Year Elapsed: 16%

Fund		Fiscal Year Beginning Balance	12/25 Beginning Balance	1/26 Inflows	YTD Inflows	1/26 Outflows	YTD Outflows	1/26 Ending Balance
901	Advance Tax Deposits Agency Fd	0.00	466,837.16	292,400.85	759,238.01	0.00	0.00	759,238.01
902	Condemnation Fund	1,048,869.14	1,051,442.56	2,211.49	4,784.91	(27,300.00)	(27,300.00)	1,026,354.05
903	Deposits by Court Order	319,085.00	320,179.66	943.99	2,038.65	0.00	0.00	321,123.65
904	Federal Forfeiture Asset Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
905	Forfeited Tax Agency Fund	10,708.96	12,164.19	869.28	2,324.51	0.00	0.00	13,033.47
906	Greenwood Drainage District	14,432.32	14,481.83	42.67	92.18	(75.00)	(75.00)	14,449.50
907	Hebron Drainage District	33,292.06	33,406.27	98.49	212.70	0.00	0.00	33,504.76
908	Interest Earned on RE Taxes	275.12	2,601.47	375.24	2,701.59	0.00	0.00	2,976.71
909	Juvenile Drug Abuse Fund (909)	5,928.09	6,306.23	268.13	646.27	(1,249.84)	(1,249.84)	5,324.52
910	Kishwaukee Drainage District	3,412.75	3,424.46	10.10	21.81	0.00	0.00	3,434.56
911	Mobile Home Privilege Tax (911)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
912	Narcotics Asset Forfeiture	80,424.66	80,701.40	234.51	511.25	(3,200.00)	(3,200.00)	77,735.91
914	Tax Sale II Escrow Agency Fund (914)	206,234.86	206,942.37	610.13	1,317.64	0.00	0.00	207,552.50
915	Unclaimed Property Agency Fund	361,813.75	330,664.21	978.82	2,167.89	0.00	(32,338.61)	331,643.03
931	Highway Agency Fund	2,541,505.41	2,512,899.69	167,673.24	329,490.99	(57,453.92)	(247,877.39)	2,623,119.01
932	Valley Hi Class Fund	98,132.89	96,185.63	1,521.80	1,855.36	(634.88)	(2,915.70)	97,072.55
935	Illinois Housing Surcharge Fund	48,623.41	54,833.41	47,160.00	102,060.00	(54,900.00)	(103,590.00)	47,093.41
936	Regional Office Education Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
937	Payroll Agency Fund (937)	(361,731.40)	(368,310.41)	1,909,229.51	3,162,697.17	(1,897,065.99)	(3,157,112.66)	(356,146.89)
938	Fiber Optic Conduit Project Fund (938)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
939	County Funded Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00
940	Dept of Justice Forefeit	9,778.94	9,809.51	4,138.14	4,168.71	0.00	0.00	13,947.65
941	Dept of Treas Forefeit	106,159.46	106,491.32	317.92	649.78	(4,100.46)	(4,100.46)	102,708.78
942	Money Laundering Forfeiture	115,025.05	114,624.58	337.95	762.48	0.00	(825.00)	114,962.53
943	Article 36 Foreiture	3,866.49	4,186.74	12.34	1,157.59	0.00	(825.00)	4,199.08
950	ROE General Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
951	ROE Distributive Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
990	Vall Hi Rebate Fund Eq in PC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Totals	**$255,467,232.15**	**$ 247,794,410.71**	**$ 59,861,537.77**	**$ 139,806,789.05**	**$ (66,895,514.36)**	**$ (154,513,587.08)**	**$ 240,760,434.12**

Treasurer's Report

January 2026

Percent of Year Elapsed: 16%

Fund	Fiscal Year Beginning Balance	12/25 Beginning Balance	1/26 Inflows	YTD Inflows	1/26 Outflows	YTD Outflows	1/26 Ending Balance

Subscribed and sworn to before me this 20th day of FEBRUARY A.D., 2026.

McHenry County Clerk

THE ABOVE AND FOREGOING REPORT IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF.

McHenry County Treasurer

SEAL OF THE COUNTY of McHENRY ILLINOIS JUNE 1837

R E S O L U T I O N

Resolution Rescinding Prior Notice Requirements Established by Resolution R94081750155 and Discontinue Equalization-Only Assessment Notices (5)

WHEREAS, in 1994 the McHenry County Board, through Resolution R-9408-1750-155, authorized the Supervisor of Assessments to send a notice to each taxpayer whose property assessment changed solely as a result of the equalization process; and

WHEREAS, the current cost of continuing to send assessment notices to all properties, including those that only received changes through the equalization factor, has risen to more than $90,000; and

WHEREAS, under the Illinois Property Tax Code (35 ILCS 200), assessment notices are only required to be sent to properties that have changes due to revaluation, new construction, or annually recalculated farm assessments; and

WHEREAS, technology and electronic methods for disseminating information have become more common and widely accepted; and

WHEREAS, the Supervisor of Assessments Office, McHenry County Information Technology staff, and approved third-party vendors have identified effective ways to distribute this information using existing electronic tools and resources; and

WHEREAS, these tools will maintain a level of transparency comparable to that intended by the 1994 resolution; and

WHEREAS, the estimated savings may initially exceed $65,000, and may vary similarly or increase in non-quadrennial years, while the County Board acknowledges that in quadrennial years the savings will be reduced.

NOW, THEREFORE, BE IT RESOLVED by the County Board of McHenry County, Illinois, that until further notice, the Supervisor of Assessments is hereby authorized to cease sending assessment notices to all taxpayers in the county and shall instead send notices only as required under 35 ILCS 200; and

BE IT FURTHER RESOLVED that the County Clerk is hereby authorized to distribute a certified copy of this resolution to the Supervisor of Assessments, the State's Attorney, the County Administrator, and the Auditor.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Rescinding Prior Notice Requirements Established by Resolution R94081750155 and Discontinue Equalization-Only Assessment Notices (5)

Board / Committee Action Requested:
To approve a resolution rescinding prior notice requirements established and discontinue equalization-only assessment notices.

Background and Discussion:

Impact on Human Resources:

Impact on Budget (Revenue; Expenses, Fringe Benefits):

Position Reclassification or Regrade, please address the following:

Impact on Capital Expenditures:

Impact on Physical Space:

Impact on Other County Departments or Outside Agencies:

Conformity to Board Ordinances, Policies and Strategic Plan:

R E S O L U T I O N

Resolution Authorizing the Community Development Block Grant Cares Act Program Funding Award to Consumer Credit Counseling Services (10)

WHEREAS, the Congress of the United States authorized and the President of the United States approved the Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act (CARES Act) in 2020 commonly known as CDBG-CV funds; and

WHEREAS, McHenry County received a total of $2,265,111.00 in CDBG-CV through two rounds of funding in 2020 and 2021, and

WHEREAS, McHenry County created the McHenry County Community Development and Housing Grant (CDHG) Commission to evaluate proposed projects and provide recommendations to the County Board for the use of the CDBG-CV funds; and

WHEREAS, Consumer Credit Counseling Services has requested $9,428.00 of CDBG-CV funding to provide utility assistance to low-to-moderate income clients; and

WHEREAS, CDBG-CV funding has a deadline for all expenditures of September 30, 2026; and

WHEREAS, the County currently has $9,428.00 in unobligated CDBG-CV funds and approval of this funding to Consumer Credit Counseling Services will close out this grant; and

WHEREAS, the CDHG Commission has reviewed and recommended awarding Consumer Credit Counseling Services the remaining balance of CDBG-CV funding in the amount of $9,428.00.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the County Board Chairman to enter into a contract/sub-recipient agreement (Obligation) with Consumer Credit Counseling Services to provide utility assistance to clients in the amount of $9,428.00; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Director of Planning & Development, the Community Development Administrator, the County Auditor, the County Treasurer, the Chief Financial Officer, and the County Administrator.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

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Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing the Community Development Block Grant Cares Act Program Funding Award to Consumer Credit Counseling Services (10)

Board / Committee Action Requested:
To approve the award of Community Development Block Grant Cares Act Program Funding to Consumer Credit Counseling Services.

Background and Discussion:
To provide assistance during the COVID-19 Pandemic, McHenry County received a total of $2,265,111.00 in CDBG-CV funding from HUD in 2020 and 2021. Consumer Credit Counseling Services has requested $9,428.00 in CDBG-CV funding to provide utility assistance to low-to-moderate income families. The deadline for all CDBG-CV expenditures is September 26, 2026. All unexpended funds must be returned to HUD. The award to Consumer Credit Counseling Services will close out all remaining grant funding.

Impact on Human Resources:
N/A

Impact on Budget (Revenue; Expenses, Fringe Benefits):
This is Federal funding from HUD that must be expended by September 26, 2026, or it must be returned.

Position Reclassification or Regrade, please address the following:
N/A

Impact on Capital Expenditures:
N/A

Impact on Physical Space:
N/A

Impact on Other County Departments or Outside Agencies:
This will give Consumer Credit Counseling Services the ability to provide utility assistance to low-to-moderate income families. Limited services continue to qualify for funding as this was related to COVID-19.

Conformity to Board Ordinances, Policies and Strategic Plan:

This resolution conforms to all Board Ordinances, Policies and the Strategic Plan.

R E S O L U T I O N

Elimination of the Senior Community Development Specialist and restructuring of the Community Development Specialist Position (10)

WHEREAS, the Community Development Division of the McHenry County Department of Planning and Development is required to complete certain action plans, with required submission to the United States Department of Housing and Urban Development (HUD) and other funders and stakeholders; and

WHEREAS, in conformance with the Salary and Administration Policy the Senior Community Development Specialist 11E position and the Community Development Specialist 8E positions were presented to Director of Human Resources for reevaluation based on the organizational role and responsibilities; the outcome of which has determined the Senior CD Specialist should be Grade 10E and the CD Specialist should remain an 8E; and

WHEREAS, in consideration of the County's strategic focus toward retention of quality employees, along with an appropriate delegation of responsibilities to ensure an efficient and effective organization, it is recommended that the Community Development Specialist 8E job description promotes growth into a Senior Community Development Specialist 10E based on experience, credentials, and ability; and

WHEREAS, the Community Development Division will reduce the number of Full Time Equivalent staff positions from:

Current	Proposed
Community Development Administrator Senior Community Development Specialist Community Development Specialists (4)	Community Development Administrator Community Development Specialists (4)

WHEREAS, the reclassification of employees will be supported utilizing federal grant funding dollars in which there is funding capacity to support the growth; and

WHEREAS, after review and discussion by the Public Health and Community Services, and Finance and Audit Committees of the County Board, the requested change is being recommended to the County Board for approval.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the Director of Human Resources to eliminate the Senior Community Development Specialist Grade 11E role; and

BE IT FURTHER RESOLVED, that the Community Development Division will reduce the number of Full Time Equivalent positions from six (6) to five (5) by eliminating position 10003821; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Director of Human Resources, Chief Financial Officer, Director of Planning & Development, Community Development Administrator, and the County Administrator.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

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Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____

Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Elimination of the Senior Community Development Specialist and restructuring of the Community Development Specialist Position (10)

Board / Committee Action Requested:
That the County Board approves the reclassification of one CD Specialist position from 8E to 10E and eliminate one Full Time Equivalent from the Community Development Division roster.

Background and Discussion:
Over the last year, the Community Development Division has been restructured to optimize program effectiveness, efficiencies, and/or align with compliance requirements. This request comes in the wake of staff vacancies. It is focused on streamlining the operations and providing vertical growth within the organization.
Community Development Specialist roles are collaborative and independent. Each has a primary program and/or area of responsibility but is also responsible for providing assistance to other staff/programs when necessary. Historically, such assistance has been erratic and not programmed into the staff roles which led to silos of information and shortfalls in outcomes. The current internal structure requires collaboration, disallowing silos. It focuses on factors that lead to successful outcomes rather than completion of an assignment.
Providing Senior level position to grow while encouraging collaboration and experience across all program areas and will also lead to stronger outcomes and more efficient programs.

Impact on Human Resources:
There will be a reduction in FTE and a clearer path from a CD Specialist to a Senior CD Specialist role.

Impact on Budget (Revenue; Expenses, Fringe Benefits):
A promotion of a CD Specialist to a Senior CD Specialist has projected to cost of $5,216.03. This increase in salary and fringe benefits will be supported utilizing federal funding dollars, primarily from CDBG.
Further, the reduction of one Full Time Equivalent provides the Division adequate resources and flexibility to support the promotion of all four Senior CD Specialists.

Position Reclassification or Regrade, please address the following:
HR was consulted regarding this reclassification. There is no immediate salary increase that will come from this reclassification. The hope and intention is that there will be salary increases when staff is eligible for a promotion from a CD Specialist 8E to Senior CD Specialist 10E. This

action is supported by federal funding dollars will be utilized to support this increase in both salary and fringe.
This supports departmental needs by allowing for internal growth and increased responsibilities.

Impact on Capital Expenditures:
N/A

Impact on Physical Space:
N/A

Impact on Other County Departments or Outside Agencies:
N/A

Conformity to Board Ordinances, Policies and Strategic Plan:
This reclassification conforms to all board ordinances, policies and the Strategic Plan. Specifically Goals 1 and 2 of Organizational Advancement

R E S O L U T I O N

Resolution Authorizing Ordinance No. 26-1068 of the McHenry County Conservation Districts 2027 Fiscal Year Budget as Provided for in Public Act 91-629 (18)

WHEREAS, on August 19, 1999, Public Act 91-629 was signed into law; and

WHEREAS, Public Act 94-0617 amended the Conservation Act to read: "In a district located entirely within a county with a population of less than 750,000 that is contiguous to a county with a population of more than 2,000,000, the district's combined annual budget and appropriation ordinance shall not be considered to be adopted until it is also adopted by resolution of the county board of the county in which the district is located"; and

WHEREAS, on February 19, 2026, the Board of Trustees for the McHenry County Conservation District held a public hearing on the annual budget; and

WHEREAS, on February 24, 2026, the Board of Trustees for the McHenry County Conservation District approved Ordinance No. 26-1068, an Ordinance Adopting a Combined Annual Budget and Appropriation for the fiscal year beginning April 1, 2026, and ending March 31, 2027; and

WHEREAS, Ordinance No. 26-1068 was published in the *Northwest Herald*, a newspaper of general circulation within McHenry County, and a certified copy thereof filed with the McHenry County Clerk, as prescribed by law; and

WHEREAS, the Chairman of the McHenry County Board, with the advice and consent of the County Board, appoints the Board of Trustees to the McHenry County Conservation District and rely on the Board of Trustees and their expertise, experience, and knowledge of the District's operation in setting policies and budget direction for the Conservation District.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the attached Ordinance No. 26-1068, which was passed and approved on January 20, 2026, by the Board of Trustees for the McHenry County Conservation District, is hereby adopted by this resolution and approved by the McHenry County Board; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution and the attached Ordinance to the Board of Trustees, the Executive Director, the Legal Counsel for the McHenry County Conservation District, and the McHenry County Administrator.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing Ordinance No. 26-1068 of the McHenry County Conservation Districts 2027 Fiscal Year Budget as Provided for in Public Act 91-629 (18)

Board / Committee Action Requested:

To approve the resolution authorizing Ordinance No. 26-1068 of the McHenry County Conservation Districts 2027 Fiscal Year Budget as Provided for in Public Act 91-629.

February 25, 2026

Chairman Michael J. Buehler
McHenry County Board
County of McHenry
2200 N. Seminary Avenue
Woodstock, IL 60098
MJBuehler@mchenrycountyil.gov

Scott E. Hartman
County Administrator
County of McHenry
2200 N. Seminary Avenue
Woodstock, IL 60098
SEHartman@mchenrycountyil.gov

RE: McHenry County Conservation District FY 2027 Combined Annual Budget & Appropriation Ordinance

Dear Honorable Chairman Buehler and County Administrator Hartman:

On behalf of the McHenry County Conservation District Board of Trustees, we are pleased to present the McHenry County Conservation District's Combined Annual Budget for Fiscal Year 2027, which begins April 1, 2026, and ends March 31, 2027. The FY 2027 Combined Annual Budget was adopted through Ordinance #26-1068 during our Regular Meeting on February 24, 2026, following a public hearing which was held on February 19, 2026.

As with previous years, the FY 2027 budget prioritizes public health and safety, financial discipline, and maintaining existing infrastructure. As part of this process, the Conservation District selectively adds new programs and projects, adapts or discontinues programs/services not meeting performance standards, and maintains trails, park sites, buildings, and conservation areas as available funding and organizational capacity allow.

For over five decades, the Conservation District has been a cornerstone of McHenry County's environmental health, stewarding an ecologically diverse landscape of parks, streams, trails, and natural areas. Each year, millions of visitors rely on these protected lands to access safe drinking water, enjoy outdoor recreation, and connect with nature. Conservation sites, which span over 25,800 acres, play an essential role in reducing stormwater runoff, filtering pollutants, and restoring habitat for wildlife—including endangered pollinators like the Rusty Patched Bumblebee and Monarch Butterflies.

Our vibrant, accessible outdoor spaces are essential to McHenry County's economy, supporting activities like hiking, birdwatching, paddling, and cycling. These conservation areas connect residents and visitors to nature's wonders, enriching lives through memorable, close-to-home experiences.

Maintaining healthy and resilient lands, expanding communication and outreach, and ensuring quality service and visitor safety standards remain priorities. The District's budget prioritizes essential public health and safety while balancing the fiscal discipline necessary to support McHenry County's conservation needs.

Property tax revenues account for 86% of the Conservation District's total FY 2027 budgeted operating revenues. While the Conservation District continues to seek and develop alternative non-tax revenue streams, under the Conservation District Act, these opportunities are very limited, and property taxes remain critical to support the Conservation District's current service levels. The Illinois Conservation District Act *(70 ILCS 410)* limits the Conservation District's maximum General Fund Corporate tax rate to 1/10th of 1% of the County's Equalized Assessed Value (EAV).

The FY 2027 Final Combined Annual Budget includes total expenditures of $31,761,559 for all funds, which include the General Fund, Dedicated Accounts-Capital Fund, Natural Resources Management Fund – Special Revenue Fund, Capital Asset Management Plan Fund, Insurance – Special Revenue Fund, and Debt Service Fund. This represents a decrease of $487,709 or -1.5% from the FY 2026 adopted budget total of $32,249,268.

In November 2024, the Conservation District approved a proposition authorizing an increase in its PTELL limiting rate from 0.0826% in 2023 to 0.11% for the 2024 levy. This change generated approximately $3.6 million in additional property tax revenue beyond what would otherwise have been permitted under PTELL. To ensure that the proposition did not result in a net tax increase, the District abated an equivalent $3.6 million from the 2024 debt service levy.

For the 2025 levy, which will fund the FY 2027 Budget, the additional revenue attributable to the proposition is estimated to increase to $3.7 million, reflecting the original $3.6 million plus inflationary growth allowed under PTELL. The FY 2027 Budget abates the full $3.7 million from the 2025 debt service levy pursuant to Ordinance No. 26-1067, again fully offsetting the proposition-approved increase. As a result, there will be no net tax increase to taxpayers related to the limiting rate increases approved for the 2024 and 2025 levy years.

When the rate increase is realized for the first time with the 2026 levy (FY 2028 Budget), the District's debt service levy will be reduced to $0.00, as all outstanding General Obligation bonds will be fully paid with the 2025 levy. This is expected to result in an overall property tax decrease of approximately 40%.

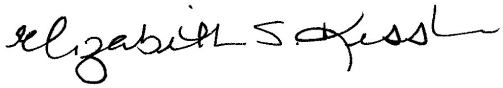
The FY 2027 General Fund Budget includes $424,775 of capital outlays, all of which will be funded from unrestricted General Fund reserves. By comparison, the FY 2026 Budget included total capital expenditures of $583,540. The FY 2027 budgeted capital outlays will need to be funded from General Fund unrestricted reserves, as there are insufficient revenues to support the regular ongoing capital replacement needs of the Conservation District. The revenue shortfall is largely the result of the Conservation District capturing the full property tax levy available under PTELL in only three of the last thirteen years.

A link to ORD #26-1068 and FY 2027 Combined Annual Budget & Appropriation Ordinance can be found on the District's website at MCCDistrict.org/Transparency Portal.

We look forward to presenting highlights from our FY 2027 Combined Annual Budget to the Planning, Environment, and Development Committee on March 3, 2026, and addressing any questions regarding our initiatives for the upcoming fiscal year. Thank you for considering and moving to adopt our FY 2027 Combined Annual Budget and Appropriation Ordinance during the March 18, 2026, Regular Meeting.

Sincerely,
McHENRY COUNTY CONSERVATION DISTRICT





Lloyd Everard
President, Board of Trustees
LEverard@MCCDistrict.org

Elizabeth S. Kessler, MBA, CPRE
Executive Director
EKessler@MCCDistrict.org

Enclosure: Ordinance #26-1068
FY 2027 Combined Annual Budget

cc: Paul Thomas, County Board Liaison, McHenry County Board
Ron Wieczorek, Vice President, McHenry County Conservation District
Shawn Zimmerman, Treasurer, McHenry County Conservation District
Nora Lee Zeller, Secretary, McHenry County Conservation District
Bonnie Leahy, Trustee, McHenry County Conservation District
Michael Szurek, Trustee, McHenry County Conservation District
Heather McMunigal Brady, Trustee, McHenry County Conservation District
Andy Dylak, Director of Administration & Finance, McHenry County Conservation District

Annual Budget
2027 Fiscal Year

April 1, 2026 – March 31, 2027

ELECTRONICALLY
FILED
MCHENRY COUNTY, IL
FEB 25 2026
Joseph J. Tirio, County Clerk


Krystal Roberts


Brandie Dunn






Bonnie Laurie Pelland





McHenry County
CONSERVATION DISTRICT

A component unit of the County of McHenry, Illinois

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GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

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Illinois

For the Fiscal Year Beginning

April 01, 2025

Christopher P. Morrill

Executive Director

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Shawn Zimmerman, Treasurer
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Nora Lee Zeller, Secretary
Fox River Grove, IL

Heather McMunigal Brady
Oakwood Hills, IL

Bonnie Leahy, Trustee
McHenry County Conservation Foundation Board Liaison
Marengo, IL

Michael Szurek, Trustee
Woodstock, IL

Paul Thomas, District #7
County Board Liaison

EXECUTIVE LEADERSHIP TEAM

Elizabeth S. Kessler, MBA, CPRE, Executive Director
John Kremer, CPRP, Director of Operations, Planning & Public Safety
Andy Dylak, Director of Administration & Finance
Gabe Powers, MPA, Director of Land Preservation & Natural Resources
Caitlynn Martinez-McWhorter, MFA, CPRP, Director of Marketing & Education
Kristi LaMontagna, MBA, CMC, Executive Administrative Assistant

CONTACT

www.mccdistrict.org 815-338-6223

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AGENCY OVERVIEW

Our Mission
McHenry County Conservation District exists to preserve, restore and manage natural areas and open spaces for their intrinsic value and for the benefits to present and future generations.

Our Vision
To fulfill our promise that McHenry County's public lands, water, wildlife and way of life will thrive in a rapidly changing world. Where people of all ages, cultures and abilities are engaged and empowered to learn about and contribute to conservation in diverse and impactful ways. Where wild and scenic places support thriving native plants and wildlife populations and public lands support diverse outdoor recreation, educational and immersive experiences.

Our Values
At McHenry County Conservation District, we work as a team, act with integrity, lead with compassion, operate safely, maintain a sense of humor, innovate continuously, deliver quality, ensure fiscal responsibility, and strive for excellence in all we do.

McHenry County Conservation District

McHenry County Conservation District Profile

The county's landscape on the eve of settlement in 1837 consisted of three major ecosystems: prairie grasslands, wetlands, and woodlands. Today, less than 7/100ths of 1% of those original community types remain unmodified across the entire state per the Illinois Natural Areas Inventory. McHenry, Cook, and Lake Counties contain the highest concentrations of these rare areas in the northern portion of the state and the highest concentration of remaining high-quality wetlands in Illinois.

The founding of the McHenry County Conservation District (Conservation District) began in July of 1971, when the residents of McHenry County voted by public referendum to establish the Conservation District under the Illinois Conservation District Act of 1963 (70 ILCS 410/). The founders envisioned a public agency that would preserve and protect the land and water they loved and lived on, promote a way of life they cherished, and of a place that could be shared with the wildlife around them; healthy and vibrant.

The first Board of Trustees were appointed by the County Board Chairman in 1971 and included: Arthur Baker (1971-1974), Dr. George Buehler (1971-1977), Frank Fabbri (1971-1975), Robert Fritz (1971-1977) and Dr. William Howenstine (1971-1979; 1996-2001).

Due to these visionaries, the continued support of the public, and a knowledgeable and highly effective Board of Trustees, staff and volunteers, the McHenry County Conservation District now protects approximately 25,800 acres of open space, provides wildlife habitat preservation, educational opportunities, and recreational amenities for the citizens of McHenry County to appreciate and enjoy and is recognized locally, regionally, and nationally as a leader for both environmental and fiscal stewardship.

The primary purpose of the Conservation District is to protect natural streams for water supply, promote conservation of soils, wetlands and shores, and preserve the flora and fauna so future generations can enjoy their wonders. Areas have been set aside for hiking, camping, fishing, hunting, boating, horseback riding, bicycling, and snowmobiling, with portions of land deliberately left as primitive as possible. Since many plant and animal species are becoming extinct in McHenry County and across the Chicago Wilderness Alliance region, the help of all is needed to preserve them.

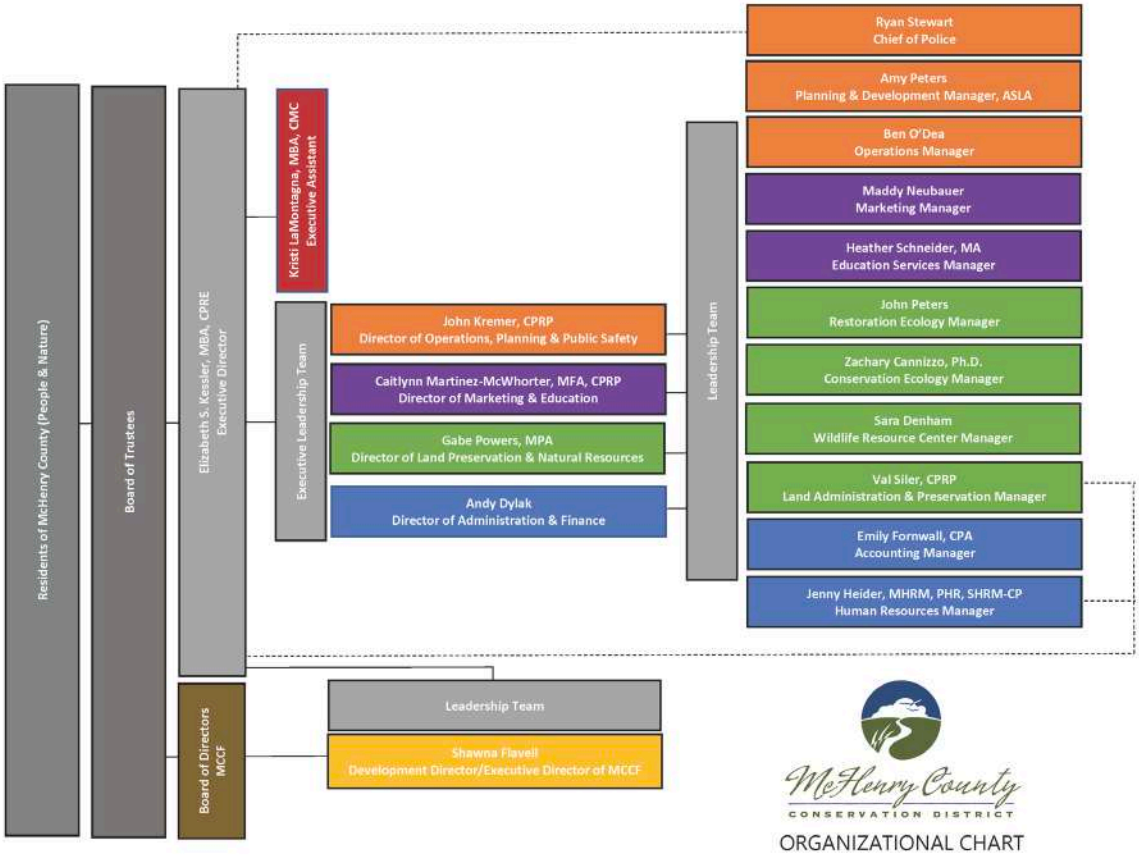
The Conservation District is a separate subdivision of the State of Illinois, has independent taxing powers, and its boundaries are the same as those of McHenry County. It is governed by a seven-member volunteer Board of Trustees appointed by the County Board Chairman and confirmed by the McHenry County Board. The Board of Trustees have staggered five-year terms. The Conservation District is administered by an Executive Director and Directors from four divisions: Administration and Finance; Operations, Planning and Public Safety; Land Preservation & Natural Resources; and Marketing and Education.

The Conservation District is also supported by the McHenry County Conservation Foundation. The Foundation was established in December 1999 as a 501(c)3 non-profit organization classified by the Internal Revenue Service as a 509 (a)3, Type I supporting organization and in November 2023 elected to change its status with the Internal Revenue Service to that of a Public Charity. Most recently, with the execution of a Memorandum of Understanding has the sole purpose of promoting the goals and objectives of the McHenry County Conservation District and its' partners. Board of Directors are appointed by the McHenry County Conservation District's Board of Trustees.

Funding for the Conservation District is a result of its ability to levy an annual property tax not to exceed 1/10th of one percent of the assessed valuation of the county based upon a duly adopted budget and appropriation ordinance on which there has been a public hearing.

McHenry County Conservation District

Organizational Chart

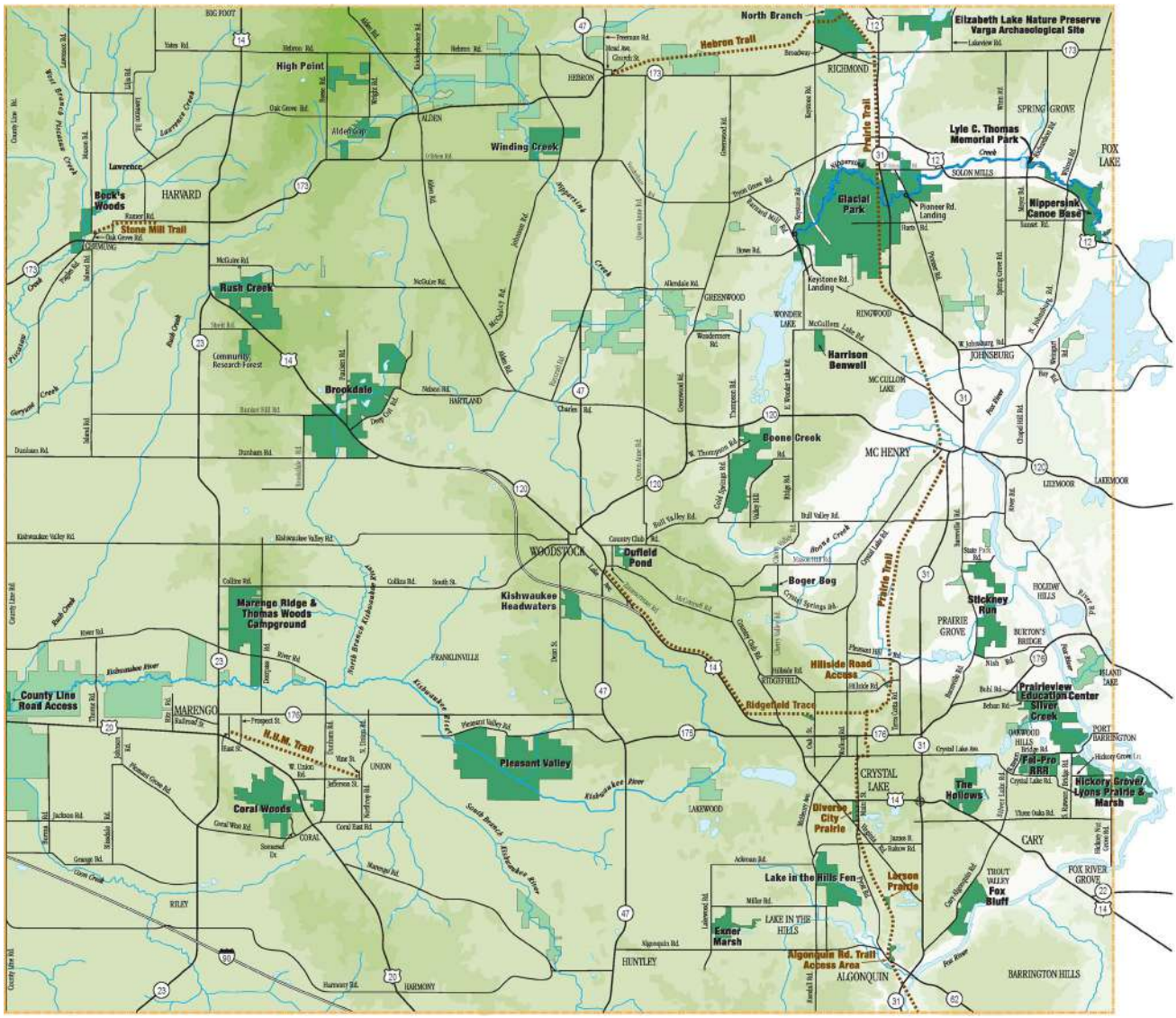


McHenry County Conservation District

Map of Conservation District Properties

As of October 31, 2025, the Conservation District has protected approximately 25,800 acres.

24,900 Acres: Fee Simple, Gifts, Settlement Agreements
900 Acres: Management Interest – Conservation Easements, Leases, Management Agreements



McHenry County Conservation District

Accounting and Budgetary Practices

The accounts of the Conservation District are organized on a basis of funds and an account group to present the financial position and results of operations of each fund. The accounting system of the Conservation District is also designed to provide budgetary control over the revenues and expenditures of each fund. The accounting principles of the Conservation District conform to the accounting principles generally accepted in the United States of America as applicable to governmental units. The accepted standard-setting body for establishing governmental accounting and financial reporting principles is the Governmental Accounting Standards Board (GASB).

The Conservation District's budget is developed in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental units. With respect to government-wide funds, the Conservation District follows the modified accrual basis of accounting in which revenues are recognized when they become both measurable and available as net current assets. "Available" means collectible within the current period or 60 days thereafter to pay liabilities of the current period. Taxpayer assessed property taxes, gross receipts, and personal property replacement taxes are considered "measurable" when they are in the hands of intermediary collecting governments and are recognized as revenue when they are measurable, and their validity seems certain. Revenues considered to be susceptible to accrual are real estate taxes, personal property replacement taxes, interest receivables, grant revenues, agricultural leases, and charges for services.

Excellence in Financial Reporting

The Conservation District has received the Government Finance Officers Association (GFOA) Distinguished Budget Certification Award in each of the five previous fiscal years FY 2021 through FY 2026. Additionally, the GFOA awarded the Conservation District the Certificate of Achievement for Excellence in Financial Reporting for the Comprehensive Annual Financial Report for each of the last fifteen (15) consecutive fiscal years.

Budget Development Process

This document presents the Board of Trustees' annual budget for Fiscal Year (FY) 2027, which begins April 1, 2026 and ends March 31, 2027. The budget covers total sources and uses for the General Fund; Insurance – Special Revenue Fund; Debt Service Fund; Dedicated Accounts – Capital Fund; Natural Resources Management – Special Revenue Fund; and Capital Asset Management Plan – Capital Fund. The Conservation District uses the modified accrual basis of accounting, and this budget is consistent with those principles and the guidelines established by the Board of Trustees.

The Conservation District's budget development process is governed by the Illinois Conservation District Act, 70 ILCS 410.

The Board of Trustees works with the Executive Leadership Team (ELT) to set budget guidelines and directives aligned with the Conservation District's strategic plan. The ELT then establishes budget priorities and guidelines for department directors and managers, who prepare General Fund operating budgets for: Wildlife Resource Center; Administration & Finance; Education Services; Police; Operations; Land Preservation & Natural Resources; Planning & Development; Marketing & Communications; Lost Valley Visitor Center; and Foundation & Development. Budgets for the Debt Service Fund, Dedicated Accounts – Capital Fund, Natural Resources Management – Special Revenue Fund, and Capital Asset Management Plan – Capital Fund are prepared by the ELT and the Administration & Finance Division.

The budgets for all funds are compiled and presented to the Board of Trustees as the Tentative Combined Budget and Appropriation Ordinance for approval. Following approval, the Tentative Combined Budget and

Appropriation Ordinance are made available for public inspection for not less than 30 days, after which a public hearing is held. Any necessary modifications are incorporated, and the Final Combined Budget and Appropriation Ordinance is presented to the Board of Trustees for approval.

After approval by the District's Board of Trustees, the Final Combined Budget and Appropriation Ordinance must then be accepted via a formal resolution by the Board of McHenry County, IL. The budget process must be completed before the end of the first fiscal quarter or June 30th of each year. The Tentative and/or the Final Combined Budget and Appropriation Ordinance will be presented to committees of the County Board at their request. This is to ensure that the County is in support of the budgetary direction of the Conservation District and that it will ultimately receive formal acceptance by the County's Board.

Once the County Board has accepted the Conservation District's Combined Budget and Appropriation Ordinance through a formal resolution, any subsequent budgetary changes which represent more than 10% of an individual fund's total annual budget would require that all the aforementioned steps be repeated before such change would be legally effective or any appropriation could be legally made. Budgetary changes that represent less than 10% of a fund's total annual budget can be legally made with the approval of the Conservation District's Board of Trustees.

Consistent with prior years, the FY 2027 Budget was developed using a 'zero-based' budget methodology; requiring all department managers to start with "$0.00" in each of the expense line items under their budgetary control. Justification, including cost estimates and explanations to support each requested budget expense, must be provided. Once the departmental *budget requests* are completed, the Executive Leadership Team reviews each departmental budget to ensure that the final budget makes the most efficient use of financial resources to support the goals and objectives established by the Board of Trustees as defined within the Conservation District's strategic plan.

McHenry County Conservation District

FY 2027 Budget Calendar

Budget Kickoff – July 2025
Conservation District Directors/Managers gather to learn about expectations for the upcoming budget year, along with sharing Department accomplishments, goals, and challenges. Directors/Managers then submit priorities for budget, not afforded within current budget (i.e., new personnel, new initiatives, capital needs, education/training, etc.). Levy options are established and presented to the Board of Trustees for consideration.

Establishment of Operational Goals & Budget Directives – August 21, 2025
Conservation District Directors/Managers develop key budget assumptions, prioritize needs and funding strategies based on an assessment of community concerns, needs, and priorities. Board of Trustees discusses key budget assumptions, identifies budget priorities, evaluates use of Fund Reserves, and sets property tax levy direction. Capital Asset Management Plan and Natural Capital Asset Management Plan is updated.

Vote on Property Tax Levy Ordinance – September 21, 2025
During the Regular Meeting of the Board of Trustees, a vote takes place on whether to approve the 2025 Property Tax Levy Ordinance.

Department Requests Submission – September 26, 2025
Directors/Managers submit detailed budget worksheets.

Preliminary Review of Tentative Combined Annual Budget – December 16, 2025
Highlights of the FY 2027 Tentative Combined Annual Budget are presented to the Board of Trustees.

Tentative Combined Annual Budget Introduction – January 15, 2026
The FY 2027 Combined Annual Budget is presented to the Board of Trustees for consideration and adoption. Following adoption, the FY 2027 Tentative Combined Annual Budget and Appropriation Ordinance is available for public inspection, placed on the Conservation District's website, and correspondence sent to the County Board Chairman, County Board Liaison, and County Administrator.

Public Hearing – February 19, 2026
A public hearing is held before there is a vote on the Final Combined Annual Budget and Appropriation Ordinance. At the hearing, the public can voice concerns and/or support funding initiatives outlined in the recommended appropriation for FY 2027.

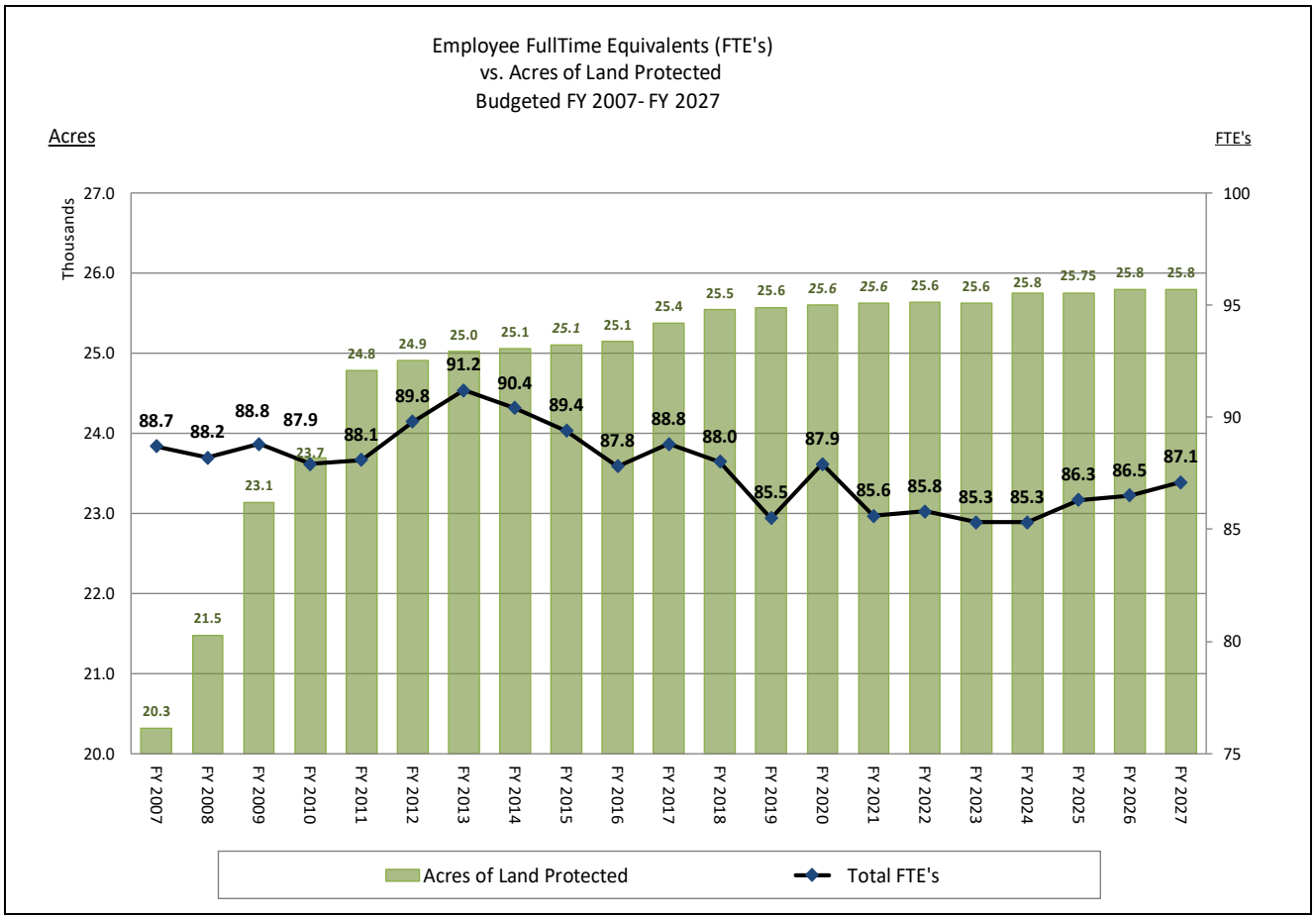
Vote on Final Combined Budget & Appropriation Ordinance – February 24, 2026
During the Regular Meeting of the Board of Trustees, a vote takes place on whether to approve the Final Combined Annual Budget & Appropriation Ordinance.

County Board Acceptance of Final Combined Annual Budget & Appropriation Ordinance – March 2026
The President of the Board of Trustees introduces the FY 2027 Budget to the Chairman of the County Board. The Board of Trustees, Executive Director and Executive Leadership Team present the Final Combined Annual Budget and Appropriation Ordinance to the County Planning & Development Committee, Committee of the Whole, and the County Board as requested. The Final Combined Annual Budget and Appropriation Ordinance is not considered approved until a Resolution is adopted accepting the Final Budget and Appropriation Ordinance by the majority of the County Board.

McHenry County Conservation District

Operating Capacity

During the five-year period from FY 2008 through FY 2012, with the proceeds from the voter approved 2007 bond issuance, the Conservation District acquired and/or protected an additional 4,594 acres of open space, provided additional public access and amenities to nine new conservation areas, added 8.5 miles of regional trails, 7.5 miles of hiking trails, seven picnic shelters, and three fishing/canoe access points. To manage this extraordinary rate of growth, with minimal increases in its operating revenues, the Conservation District developed a very conservative fiscal management approach and has continuously found ways to be more productive, efficient, and cost effective. The Conservation District's resourcefulness, in every area of operations, has allowed staffing levels to remain relatively unchanged over this period of significant growth. Additionally, the total Full-Time Employee Equivalents (FTEs) budgeted within the General Fund for FY 2027 represents a 4.5% reduction from the FY 2013 peak levels, as illustrated in the chart below.



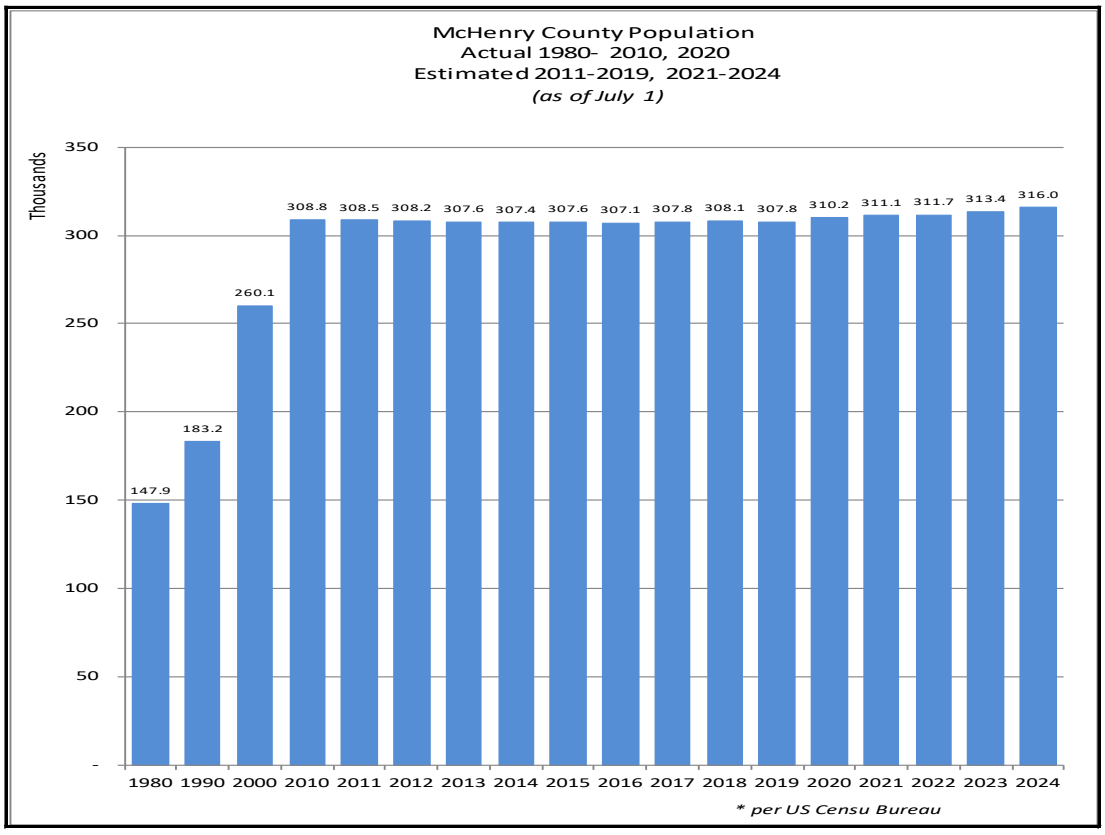
The Conservation District currently protects approximately 25,800 acres of open space which provides wildlife habitat preservation, educational opportunities and recreational amenities for the citizens of McHenry County to enjoy. There are 35 sites open to the public featuring; 45 miles of regional bike trails, 106 miles of hiking and multi-use trails, 36 miles of equestrian trails, 25 designated fishing areas, 18 sites with picnic shelters, 6 campgrounds, 6 canoe launches, and 2 educational centers. Additionally, the Conservation District's sites and trails provide for cross-country skiing, snowmobiling, and a multitude of opportunities for wildlife viewing, and include 17 dedicated State Nature Preserves.

McHenry County Conservation District

McHenry County's Economy

The McHenry County Conservation District is statutorily restricted to fulfilling its mission within the geographic area of McHenry County. McHenry County covers a total area of 611 square miles and is located in the northeastern part of Illinois. The County is approximately 50 miles northwest of Chicago and consists of over 30 communities with considerable residential development concentrated in the eastern half of the County and more open space and less development toward the western half.

The County's population was estimated to be 315,959 as of July 1, 2024; which is an increase of 0.8% from the 2023 estimate. This represents the fifth consecutive year of population growth for the County. The following chart shows: the County's population by decade from 1980 through 2010, the U.S. Census Bureau's estimated population for calendar years 2011 through 2019 and 2021 through 2024, and the actual population based on the US Census for 2020.

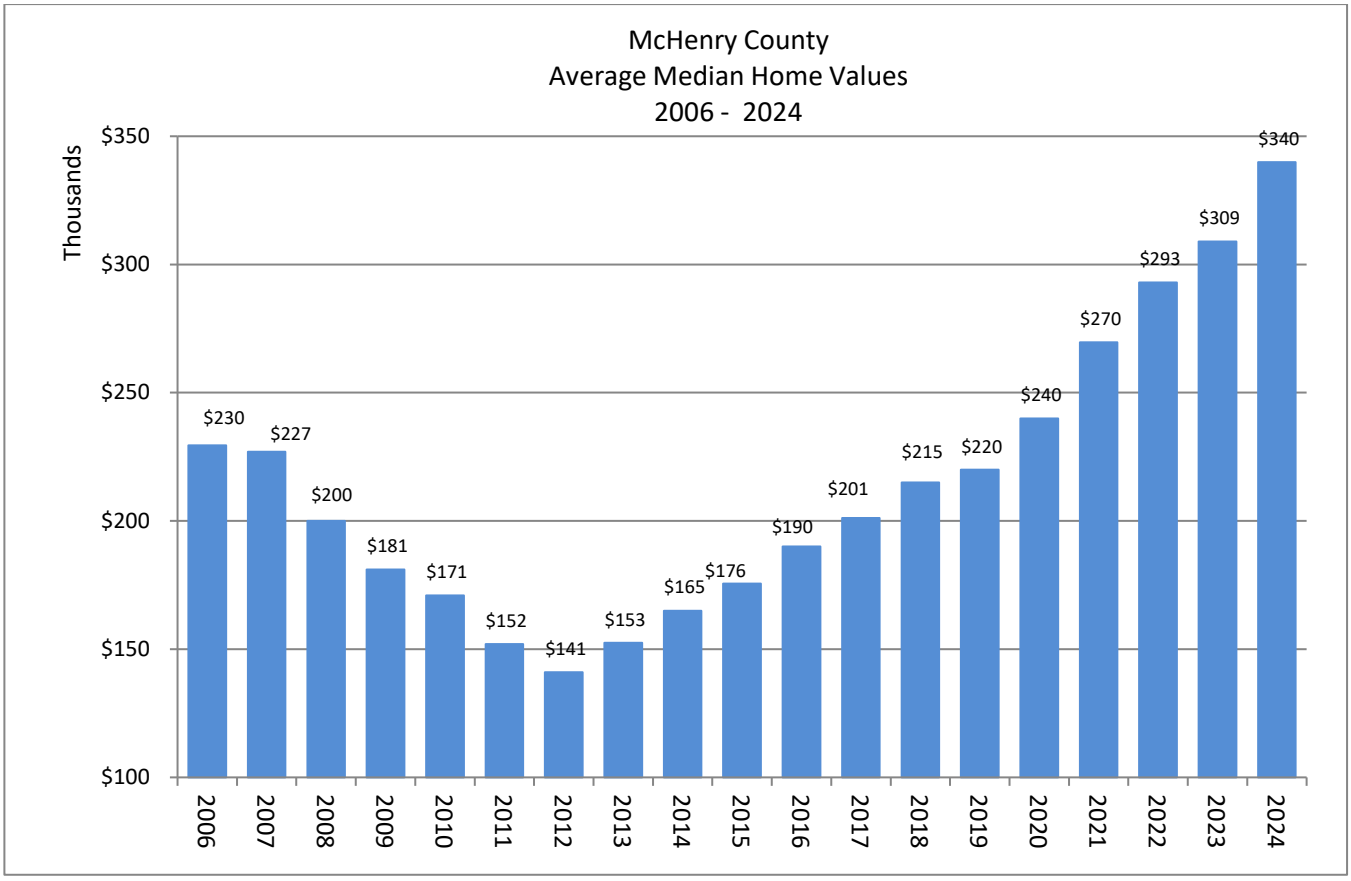


McHenry County Conservation District

From 2000-2007 the Equalized Assessed Valuation (EAV) of McHenry County grew 90%, averaging more than a 9% annual growth rate and creating unprecedented pressures on open space to be lost to residential and commercial development. To protect open spaces and natural resources from the threats of development, McHenry County residents overwhelmingly approved two separate Conservation District General Obligation Bond Issuances: the first for $68.5 million in 2001 and a second for $73 million in 2007. The purpose of both bond issuances was to acquire and protect open space, protect and restore natural habitats, and develop public amenities to provide additional access and recreational opportunities. Responding to the direction of McHenry County residents, the Conservation District experienced an astounding rate of growth, more than doubling its land holdings between 2001 and 2012.

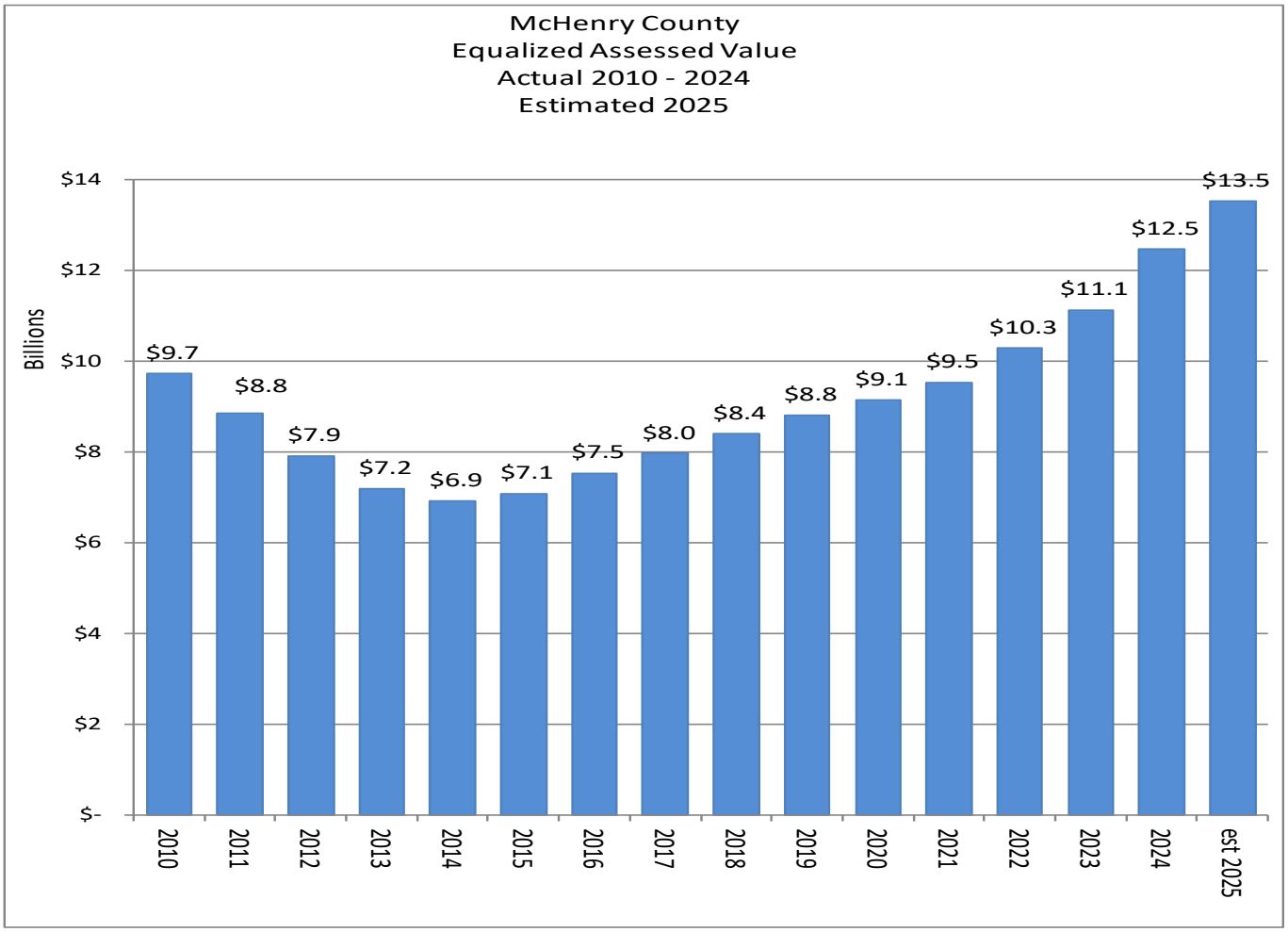
After reaching its peak in 2008, McHenry County's EAV fell by 34% through 2014; as the local economy was not immune to the 'great' recession of 2007-2009 and the subprime lending crisis and deterioration of the housing market that ensued for many years after. Out of concern for the historically slow rate of recovery of home values and its impact to County residents, from 2012 through 2019, the Conservation District effectively realized the full property tax levy allowed under PTELL only two times. (And both PTELL levy increases were more than offset by reductions in the Debt Service tax levy.)

The County's strong recovery of the housing market continued with median home values rising for the 12th consecutive year since 2012. As of December 31, 2024, the annual median home value had risen to $340,000. This represents an increase in the median value of homes of 140% since 2012, as illustrated in the chart below.



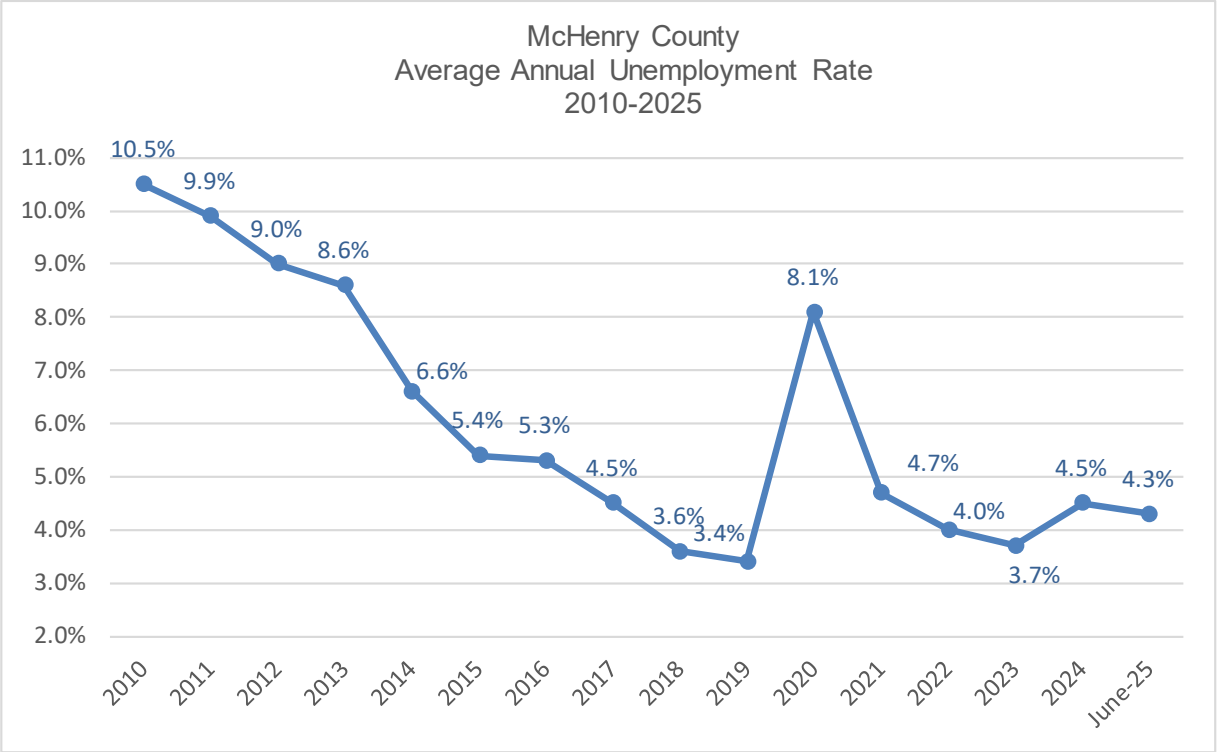
McHenry County Conservation District

The Conservation District's General Fund levy is subject to a maximum statutory tax rate as established within the Illinois Conservation District Act (70 ILCS 410/). The maximum statutory rate is 1/10th of 1% of the Equalized Assessed Value (EAV) of the County. With more than 80% of McHenry County's EAV being made up of residential homes, the EAV closely follows the change of values of residential properties over time. Driven by the subprime mortgage crisis and resulting collapse in home values, McHenry County's EAV fell more than 34% from 2008 through 2014. Since 2014, the County's EAV has grown more than 80% and averaged an annual growth rate of 7.2% over the last five years. The continued growth of home values in 2025 will ensure the future growth of the EAV over at least the next two years. The graph below shows the actual EAV of McHenry County for the calendar years 2008 through 2024 and the estimated EAV for 2025.



McHenry County Conservation District

Since coming out of the COVID-19 pandemic in 2020, McHenry County had experienced three consecutive years of declining unemployment, with the 2023 unemployment rate falling to just 3.7%. More recently the unemployment rate has fallen from an average of 4.5% during 2024 to 4.3% for the month of June 2025, as depicted in the below graph.



McHenry County Conservation District

Taxpayer Savings & Value to Community

The Board of Trustees has consistently prioritized fiscal responsibility while balancing the need to maintain and care for McHenry County's natural areas and outdoor recreational amenities. Despite substantial growth in land holdings and operational demands over the past decade, the Board has exercised notable fiscal restraint, adopting the full levy increase allowed under the Property Tax Extension Limitation Law (PTELL) only three times between 2012 and 2024. Collectively these efforts have saved the taxpayers more than $10.8 million since 2012.

In November of 2024, the Conservation District passed a proposition which allowed the Conservation District to raise its limiting rate under PTELL from 0.0826% in 2023 to 0.11% for the 2024 levy. This generated an additional $3.6 million in 'operational' property tax revenues, above the increase otherwise allowed under PTELL. The Conservation District abated the equivalent amount of $3.6 million from the 2024 debt service property tax levy, offsetting the proposition-approved increase. The abatement increased the total taxpayer savings to $14.4 million, as illustrated in the schedule:

	MCCD Actual		PTELL Allowed		**Total**
Levy Year	Total Effective $ Levy	% Change	% Change	Total Allowed $ Levy	**Foregone Property Tax Revenue**
2012	$ 7,539,799	0.0%	3.5%	$ 7,800,095	**$ 260,295**
2013	$ 7,421,381	-1.6%	2.1%	$ 7,960,283	**$ 538,902**
2014	$ 7,584,838	2.2%	2.2%	$ 8,126,532	**$ 541,694**
2015	$ 7,690,122	1.4%	1.4%	$ 8,239,647	**$ 549,524**
2016	$ 7,794,197	1.4%	1.4%	$ 8,350,904	**$ 556,707**
2017	$ 7,794,339	0.0%	2.7%	$ 8,572,271	**$ 777,932**
2018	$ 7,995,864	2.6%	2.6%	$ 8,793,518	**$ 797,654**
2019	$ 7,875,155	-1.5%	2.4%	$ 9,003,452	**$ 1,128,297**
2020	$ 8,096,620	2.8%	2.9%	$ 9,261,142	**$ 1,164,522**
2021	$ 8,290,224	2.4%	2.1%	$ 9,452,083	**$ 1,161,860**
2022	$ 8,736,396	5.4%	5.6%	$ 9,985,533	**$ 1,249,137**
2023	$ 9,090,913	4.1%	6.1%	$ 10,592,187	**$ 1,501,274**
2024	$ 13,136,707	44.5%	29.5%	$ 13,712,638	**$ 575,931**
Total 13 Year Savings From Reduced PTELL					**$10,803,729**
Add: 2024 Debt Service Levy Abatement					**$ 3,628,139**
Total Taxpayer Savings					**$14,431,868**

The additional $3.62 million of PTELL levy was used to pay the abated portion of the debt service levy, making it unavailable for operational needs. This resulted in no net tax increase from the proposition approved, limiting the rate increase in the levy year 2024. The Conservation District has committed to the same practice with the 2025 tax levy, abating $3.77 million ($3.62 plus the inflationary growth allowed under PTELL on this amount) from the debt service levy.

The neutral levies, combined with the continued recovery of the County's EAV, have driven the Conservation District's non-debt service property tax rate to its lowest level in over a decade. Additionally, the Conservation District's referendum-approved General Obligation bonds will be retired with the 2025 tax levy, resulting in an estimated 40% reduction in the total property taxes levied by the Conservation District. This approach reflects the Conservation District's commitment to fiscal prudence while addressing the growing needs of our community and ensuring the long-term sustainability of our natural resources.

BUDGET OVERVIEW



High Point Conservation Area
Platinum Accreditation
Excellence in Ecological Restoration - Chicago Wilderness Alliance

WE PLEDGE:

To protect land which filters and removes pollutants from water while enhancing groundwater recharge.

To protect and restore wetlands, streams, and rivers which help to reduce flooding.

To remain steadfast in our commitment to protect distinct natural areas.

To promote actions that contribute to clean air.

To work vigilantly to influence the health and well-being of our county.

To spark hope for a future more closely intertwined with the natural world.

To create opportunities for meaningful outdoor recreational experiences
for people of all ages, cultures, and abilities.

To build strong, resilient woodlands, prairies, and wetlands while striving to foster a deep sense of place.

To provide outdoor places to reflect, play, and interact with family, friends, and community.

To help build a sustainable and vibrant local economy by providing a destination for outdoor recreation.

To manage public lands through science and in a manner that is responsive to a changing climate.

To empower you to conserve our water, wildlife, and way of life in McHenry County
by actively seeking your input and support.

McHenry County Conservation District

Strategic Direction Update: Empowering Health, Vibrancy and Conservation

With strong community support, McHenry County voters approved an increase in the Conservation District's limiting rate, empowering the Conservation District to enhance water quality protection, preserve vital wildlife habitat, and improve outdoor recreation access for all. This funding will guide us as we embark on our *Forward to 2040 with a Vision to 2071 Comprehensive Conservation Plan*, ensuring a sustainable future for McHenry County's natural resources and community health and wellness.

Stewardship and Community Vitality: Today and Tomorrow

For over five decades, the Conservation District has been a cornerstone of McHenry County's environmental health, stewarding an ecologically diverse landscape of parks, streams, trails and natural areas. Each year, millions of visitors rely on these protected lands to access safe drinking water, enjoy outdoor recreation and connect with nature. Conservation sites, which span over 25,800 acres, play an essential role in reducing stormwater runoff, filtering pollutants and restoring habitat for wildlife—including endangered pollinators like the Rusty Patched Bumblebee and Monarch Butterflies.

Our vibrant, accessible outdoor spaces are essential to McHenry County's economy, supporting activities like hiking, birdwatching, paddling, and cycling. These conservation areas connect residents and visitors to nature's wonders, enriching lives through memorable, close-to-home experiences.

A Legacy of Conservation and Access

Since 1971, the Conservation District has protected a range of natural habitats—woodlands, wetlands, prairies, and rivers—that are vital for both biodiversity and community wellness. Thirty-five Conservation District sites remain open and accessible to all, fostering health benefits through reduced stress, increased physical activity and improved mental well-being. Proximity to these green and blue spaces enhances property values, attracts businesses, tourism and residents alike, contributing to McHenry County's smart growth and economic resilience.

Creating Enduring Legacies for Future Generations

The Conservation District's work today will shape the legacy we pass on to future generations. Local students on field trips discover wonders in prairie grasses and learn about the delicate balance of ecosystems, igniting a passion for environmental stewardship. Families spend weekends fishing in preserved lakes and hiking trails, building bonds with nature that will last a lifetime. Each conservation initiative ensures that future McHenry County residents will continue to have access to fresh water, clean air and safe, natural landscapes.

These experiences are deeply personal, reflecting the individual stories of those who benefit from the Conservation District's stewardship—whether it's a child catching their first glimpse of a Bald Eagle, a retired couple finding tranquility on the quiet trails, or young adults gathering for a canoeing adventure.

Conserving Vital Habitat for Resilient Species

Beyond the human experience, the Conservation District plays an irreplaceable role in protecting native plant and animal species that rely on preserved habitats to thrive. Native oak savannas offer sanctuary to woodland creatures and migratory birds, while prairies support the regions rarest wildflowers and pollinators. Through our restoration and maintenance efforts, countless species—many of which are endangered or at risk—are given a fighting chance to flourish in their natural environments. This holistic approach not only enhances the richness of McHenry County's biodiversity but also reinforces the interconnectedness between natural landscapes and our community's well-being.

Conservation and Climate Resilience

In light of climate challenges, the Conservation District's work in preserving shorelines, wetlands and forests is critical. Our lands contribute to stormwater management, carbon sequestration, clean air and resilient habitats. As climate change brings extreme weather events, this work grows increasingly vital for a sustainable future. From protecting groundwater to restoring native landscapes, these efforts underscore our shared responsibility to steward natural areas essential to community health, resilience and economic stability.

Financial Strategy and Sustainable Growth

Maintaining and expanding high-quality natural spaces requires strategic funding. The District's budget prioritizes essential public health and safety while balancing the fiscal discipline necessary to support McHenry County's conservation needs.

Property taxes fund 86% of our operating revenues, representing roughly 2.5% of a typical property tax bill. Despite limited non-tax revenue opportunities under the Conservation District Act, we remain committed to diversifying funding through partnerships, volunteer programs and grants.

While stable property taxes and farm leases provide reliable revenue, the Conservation District has foregone significant potential property tax revenue over the past decade, impacting our ability to meet service demands fully. Going forward, we aim to maintain a healthy General Fund reserve to support operations through economic uncertainties while seeking new funding streams that align with our mission and values.

Looking Ahead: Goals for Financial and Operational Stability

Our financial strategy focuses on these core objectives:

1. **Short-term Financial Planning**: Stabilize operational funding until the Conservation District's debt service is retired in 2027. This has been achieved through the voter's support of the proposition to increase the Conservation District's Limiting Rate on November 5, 2024.
2. **Sustainable Asset and Natural Capital Management**: Fund essential repairs and conservation to keep Conservation District infrastructure and natural spaces resilient and accessible.
3. **Emergency Preparedness**: Maintain a reserve fund covering two months of operating expenses to support operations during unforeseen events.
4. **Diversified Funding Partnerships**: Develop new revenue sources that complement our conservation mission.
5. **Talent Retention, Workforce Stability and Executive Leadership Transition**: Attract and retain skilled staff committed to the Conservation District's mission amid workforce challenges and prepare for the transition of Executive Leadership.

Through the support of McHenry County's residents, the Conservation District will continue to protect our natural and cultural heritage, ensuring that these landscapes remain a source of health, vitality and inspiration for generations to come.

McHenry County Conservation District



The Strategic Plan is a short-term vision document that is complementary to the Conservation District's long-term framework plan. The FY 2024 - FY 2028 Strategic Plan adopted by the Board of Trustees acknowledges the current position of the Conservation District and identifies realistic goals and strategies, while under significant fiscal constraints affecting the Conservation District. This plan focuses resources on programs, projects, sites and services the Conservation District can manage effectively given the organizational capacity of staff and volunteers; the Conservation District remains generally in a maintenance mode.

The Conservation District strives to make McHenry County a treasured destination and a place to call home; where protected public lands represent an indispensable, invaluable and irreplaceable asset to the region supporting life, livelihood and leisure. We remain committed to an ongoing evaluation of key operations, programs and services in order to retain talent and functional staffing levels, align operations and services with best management practices, manage expenditures, identify programs and services core to our mission, create efficiencies and forge strategic alliances and partnerships.

McHenry County Conservation District Board of Trustees and staff have taken a hard look at what will move the Conservation District forward and outlined a strategic course that will shore up the past three years, move us beyond post-pandemic years, and once complete, set a solid foundation from which to launch the next ten-year course.

The Board adopted five-year strategic plan for fiscal years 2024 through 2028 was approved through Resolution #23-30 on April 25, 2023.

As we set out on the path to identify strategies to guide programming, services, land protection and investments, we aim to serve McHenry County's residents and open spaces to the highest possible standards and best practices. We will continue to create and implement programs and maintain great spaces and facilities to serve the needs of our residents.

Our facilities, conservation areas, protected natural resources and outdoor recreational amenities will work toward meeting the needs of our residents. We continue to adapt our operations to mitigate our impact, and use our spaces, programs, and professional staff to influence and promote responsible stewardship of our built and natural resources.

The current plan is divided into three focus areas: Healthy Landscapes, Wildlife & People; Visitor Experience and Organizational Excellence. The annual workplan, goals and accomplishments can be found within the detail of the individual Fund Budgets.

FOCUS AREA NO. 1: HEALTHY LANDSCAPES, PEOPLE & WILDLIFE

OUR VISION FOR HEALTHY LANDSCAPES, PEOPLE & WILDLIFE

Healthy landscapes provide people with clean air, water, and healthy outdoor recreation. They buffer us from floods, mitigate climate change, and improve the health of our community. Our natural landscapes provide habitat for wildlife, community vitality, and a special sense of place that defines our region and—if not diminished—is passed down through the generations.

OUR INTENTIONS - WE WILL:

- Preserve and protect additional acres of high-quality natural areas, stream corridors, outdoor recreational lands, and other lands of conservation value.
- Manage existing conservation areas for climate resiliency with expanded nature-based solutions.
- Protect habitat biodiversity and improve populations of declining plant and wildlife species.
- Collaborate with partners to maximize funding resources and achieve positive conservation impacts.

OUR STRATEGIES:

1.1 - Preserve high-quality natural areas, stream corridors, outdoor recreational lands, and other lands of conservation value to increase habitat connectivity, genetic flow, carbon sequestration, climate resiliency and open space access.
1.2 - Restore lands not identified to be on-going part of the Conservation District's agricultural working lands program and provide opportunities for increasing regenerative agricultural practices on existing agricultural lands.
1.3 - Implement local, regional, and national recovery plans for declining plant and wildlife species to improve local populations.
1.4 - Dedicate additional conservation sites that qualify as Illinois State Nature Preserves and Land and Water Reserves.
1.5 - Explore opportunities to improve ground and surface water resources.
1.6 - Ensure quality care for those species in captive environments by enhancing wildlife facilities, equipment, and care.
1.7 - Engage partners in land protection, ecological restoration, conservation research and outreach.









FOCUS AREA NO. 2: VISITOR EXPERIENCE

OUR VISION FOR VISITOR EXPERIENCE

Each year more than a million visitors enjoy the outdoor spaces and places the Conservation District provides. Their experiences on Conservation District sites become the memories they share with future generations and deepen their appreciation of, and role in, the protection of these natural areas. Thoughtful communication, education, and outreach provide those visitors, regardless of age, culture, or ability, the tools to feel empowered to contribute to conservation in diverse and impactful ways.

OUR INTENTIONS - WE WILL:

- Enhance opportunities and public access amenities to ensure quality outdoor experiences for visitors, while protecting sensitive resources.
- Collaborate with partners to grow McHenry County's outdoor economy and promote the health enhancing benefits of time spent outdoors in nature.
- Advance pathways to equity to ensure access for all.
- Inspire conservation stewards to build public awareness and support for McHenry County's water, wildlife, and way of life.
- Preserve and collect cultural and historical information on our sites to help create a sense of place and belonging for our communities.

OUR STRATEGIES:

2.1 - Develop, maintain, and present Conservation District sites and facilities for maximum level of inclusiveness.
2.2 - Implement Capital Asset Management Plan projects that enhance quality visitor experience.
2.3 - Design, deliver and promote programs including art, culture and technology to ensure a positive and welcoming experience for all community members and visitors.
2.4 - Deploy equity and cultural competence to support inclusive engagement and cross-cultural practices in programs and activities.
2.5 - Engage in responsive listening to community needs, emerging interests and trends through regular planning and on-going engagement.
2.6 - Cultivate partnerships to promote McHenry County as a healthy place to live, work and play by exploring and expanding opportunities on Conservation District sites.









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FOCUS AREA NO. 3: ORGANIZATIONAL EXCELLENCE

OUR VISION FOR ORGANIZATIONAL EXCELLENCE

The Conservation District is powered by people who believe deeply in its mission and vision. Their contributions guide the agency forward with a focus on excellence, collaboration, best practices, new technology and innovative ideas. It is their commitment to leading by example that positions the Conservation District as a recognized industry leader and regional employer of choice.

OUR INTENTIONS - WE WILL:

- Responsibly build and sustain a strong and skilled workforce by recruiting, retaining, and developing staff, volunteers and leadership that represents the communities served.
- Achieve long-term financial sustainability through prudent financial planning and management.
- Evaluate overall agency needs and invest in staff, equipment, vehicles, and tools that improve services, communication and increase efficiencies in operations.
- Continue our reputation for excellence in the management and stewardship of McHenry County's environmental and financial resources.

OUR STRATEGIES:

3.1 - Ensure efficient and sustainable use of finite environmental and financial resources.
3.2 - Explore long-term conservation financing options.
3.3 - Leverage creative problem-solving and embrace new and innovative ideas.
3.4 - Recruit, interview, hire and retain highly skilled team members that represent the diversity of the community.
3.5 - Respect team member diversity and support Conservation District employees in their individual identities.
3.6 - Promote and support a healthy workplace.
3.7 - Foster personal and professional development opportunities.
3.8 - Plan for the funding of repairs and replacement of new and existing equipment/vehicles.
3.9 - Utilize and invest in technologies to improve planning, facilitate data accessibility, create operational efficiencies, and drive land management decisions.
3.10 - Collaborate with community and partners to maximize resources, reduce duplication, create efficiencies and coordinate planning.









McHenry County Conservation District

Summary of Combined Annual Budget - All Funds

The following schedule shows the total budgeted revenues and appropriations for all funds for the fiscal years, 2024, 2025, 2026 and 2027:

Summary of Budgeted Revenues- All Funds

	Budget FY 2024	Budget FY 2025	Budget FY 2026	Budget FY 2027	$ Change FY26 vs FY27	% Change FY26 vs FY27
General	10,563,060	11,001,653	14,630,021	11,251,497	(3,378,524)	-23.1%
Dedicated Accounts	1,612,428	1,710,213	1,925,731	1,690,441	(235,290)	-12.2%
Debt Service	13,356,230	13,729,177	10,399,840	14,289,365	3,889,525	37.4%
Capital Asset Management Plan	863,938	501,777	10,625	3,250	(7,375)	-69.4%
Natural Resources	1,297,878	1,675,947	3,442,678	3,562,183	119,505	3.5%
Insurance Fund	249,218	249,235	309,701	209,270	(100,431)	-32.4%
Total All Funds	**$27,942,752**	**$28,868,002**	**$30,718,596**	**$ 31,006,006**	**$ 287,410**	**0.9%**

The following table shows the total budgeted expenditures for all funds for the fiscal years 2024, 2025, 2026 and 2027:

Summary of Budgeted Expenditures- All Funds

	Budget FY 2024	Budget FY 2025	Budget FY 2026	Budget FY 2027	$ Change FY26 vs FY27	% Change FY26 vs FY27
General	11,589,316	12,650,099	12,197,387	12,402,847	205,460	1.7%
Dedicated Accounts	2,034,211	2,400,451	2,651,526	1,953,300	(698,226)	-26.3%
Debt Service	13,214,900	13,532,025	13,851,275	14,180,975	329,700	2.4%
Capital Asset Management Plan	1,660,000	1,851,120	1,668,575	1,113,839	(554,736)	-33.2%
Natural Resources	639,374	1,186,073	1,539,911	1,699,330	159,419	10.4%
Insurance Fund	262,023	293,215	340,594	411,268	70,674	20.8%
Total All Funds	**$29,399,824**	**$31,912,983**	**$32,249,268**	**$ 31,761,559**	**$ (487,709)**	-1.5%

The following table shows the permanent interfund transfers for all funds for the fiscal years 2024, 2025, 2026 and 2027:

McHenry County Conservation District

Summary of Interfund Transfers

	Budget FY 2024	Budget FY 2025	Budget FY 2025	Budget FY 2027
General Fund	(473,819)	(750,000)	(750,000)	(950,000)
Dedicated Accounts Fund	473,819	-	-	200,000
Capital Asset Management Plan	-	750,000	750,000	750,000
Total All Funds	**$ -**	**$ -**	**$ -**	**$ -**

Unrestricted fund balances are maintained to avoid cash flow interruptions and provide for unanticipated expenditures or emergencies of a non-recurring nature. Due to the majority of the property tax payments being received in the months of June through September, the reserves allow the Conservation District to make payments without short-term borrowing during the negative cash flow period experienced later in the fiscal year. Reserves also provide a potential source of temporary funding to help the Conservation District through economic and financial downturns.

The following schedule shows the estimated change in fund balances for all funds for FY 2027.

Change In Fund Balances
All Funds
Budget FY2027

	General	Dedicated Accounts	Debt Service	CAMP	Natural Resources	Insurance
Estimated Balance 04/01/2026	**$ 2,203,096**	**$ 112,050**	**$ 948,740**	**$ 109,583**	**$ 263,687**	**$ 251,274**
FY 2027 Budget Summary						
Total Revenues	11,251,497	1,690,441	14,289,365	3,250	3,562,183	209,270
Total Expenditures	(12,402,847)	(1,953,300)	(14,180,975)	(1,113,839)	(1,699,330)	(411,268)
Total Interfund Transfers	(950,000)	200,000	-	750,000	-	-
Estimated Balance 03/31/2027	**$ 101,746**	**$ 49,191**	**$ 1,057,130**	**$ (251,006)**	**$2,126,540**	**$ 49,276**
Estimated Change in Fund Balances	**$ (2,101,350)**	**$ (62,859)**	**$ 108,390**	**$ (360,589)**	**$ 1,862,853**	**$ (201,998)**

McHenry County Conservation District

The following schedule shows a summary of TOTAL budgeted revenue and expenditures for all funds by major categories for FY 2027.

	General	Dedicated Accounts	Debt Services	CAMP	Natural Resources	Insurance	Total All Funds
Revenues							
Taxes	9,841,634	-	14,122,469	-	-	209,225	24,173,328
Interest Income	134,300	15,046	166,896	3,250	41,110	45	360,647
Property Rents	906,952	80,945	-	-	18,893	-	1,006,790
Program Fees	226,763	-	-	-	-	-	226,763
Other Income	141,848	250,000	-	-	153,500	-	545,348
Mitigation Credit Sales	-	-	-	-	2,110,180	-	2,110,180
Grants	-	1,344,450	-	-	1,238,500	-	2,582,950
Total Revenues	**$11,251,497**	**$ 1,690,441**	**$14,289,365**	**$ 3,250**	**$3,562,183**	**$ 209,270**	**$31,006,006**
Expenditures							
Personnel	9,377,311	93,000	-	-	461,780	-	9,932,091
Contractuals & Commodities	2,500,761	180,000	1,700	-	1,130,550	391,268	4,204,279
Debt Service	-	-	14,179,275	-	-	-	14,179,275
Capital Outlays	424,775	1,680,300	-	1,073,839	107,000	-	3,285,914
Unanticipated Expenditures	100,000	-	-	40,000	-	20,000	160,000
Total Expenditures	**$12,402,847**	**$ 1,953,300**	**$14,180,975**	**$1,113,839**	**$1,699,330**	**$ 411,268**	**$31,761,559**
Other Financing Sources/(Uses)							
Permanent Transfer In	-	200,000	-	750,000	-	-	950,000
Permanent Transfer Out	(950,000)	-	-	-	-	-	(950,000)
Total Permanent Transfers	$ (950,000)	$ 200,000	$ -	$ 750,000	$ -	$ -	$ -
Change in Fund Balance	**$ (2,101,350)**	**$ (62,859)**	**$ 108,390**	**$ (360,589)**	**$1,862,853**	**$(201,998)**	**$ (755,553)**

GENERAL FUND

McHenry County
CONSERVATION DISTRICT

PROTECTING OUR WATER, WILDLIFE & WAY OF LIFE SINCE 1971







McHenry County Conservation District

GENERAL FUND

The General Fund consists of the accounts and activities related to the regular, on-going business of the Conservation District and as such it is the main 'operating budget' for the Conservation District.

Historically, the Conservation District's General Fund operating budget conformed with two principal General Fund budgetary guidelines, which included: 1) All operating expenses, with the exception of certain capital initiatives and '*reappropriation'* requests, are supported by operational revenues for the fiscal year; and 2) The General Fund's unrestricted fund balance is projected to be maintained at a level equivalent to a minimum of 25% of the total annual non-capital operating expenses. As in recent past years, due to the Conservation District's continued efforts to minimize property tax increases over the last decade, a portion of the regular on-going operating expenditures and all capital replacements will be funded from reserves. It is expected that the General Fund reserves will be completely exhausted by the end of FY 2027. However, as explained in more detail within this document, the reserves will be quickly restored early in FY 2028 when the District will realize the additional property tax revenue derived from the successful 2024 voter proposition.

Property tax revenues account for 85.5% of the Conservation District's total FY 2027 budgeted operating revenues. While the Conservation District continues to seek and develop alternative non-tax revenue streams, under the Conservation District Act these opportunities are very limited and property taxes remain critical to support the Conservation District's current service levels. The Illinois Conservation District Act *(70 ILCS 410)* limits the Conservation District's maximum General Fund Corporate tax rate to 1/10th of 1% of the County's Equalized Assessed Value (EAV). The Illinois Property Tax Code Extension Limitation Law (PTELL) allows taxing bodies to initiate a separate levy for the specific purposes of paying Social Security and Medicare related employment taxes. While this separate levy is included in the calculation and limits of the 'aggregate' levy under PTELL, it is not subject to the 1/10th of 1% limiting 'corporate' rate defined within the Illinois Conservation District Act (70 ILCS 410).

In November of 2024, the Conservation District passed a proposition which allowed the District to raise its limiting rate under PTELL from 0.0826% in 2023 to 0.11% for the 2024 levy. This generated an additional $3.6 million in 'operational' property tax revenues, above and beyond the $417,232 increase that would have otherwise been allowed under PTELL. The Conservation District abated the equivalent amount of $3.62 million from the 2024 debt service property tax levy, which offset the proposition approved increase. The additional $3.62 of PTELL levy was used to pay the abated portion of the debt service levy, making it on available for operational needs. This resulted with no net tax increase to the taxpayers in levy year 2024 related to the proposition approved limiting rate increase. The Conservation District has committed to the same practice with the 2025 tax levy, abating $3.77 million ($3.62 plus the inflationary growth allowed under PTELL on this amount) from the debt service levy. In 2026, with the District's General Obligation (GO) bonds completely retired with the 2025 levy, the District will realize the $3.8 million dollars of additional operating property tax levy for the first time. This will increase the District's total operational revenues by an estimated 34%, while at the same time the District's total overall property tax levies will be reduced 40% from the elimination of the debt service levy.

To simplify the understanding of the Conservation District's individual areas of operations and their total cost to the Conservation District, the Social Security and Medicare levies, along with the related expenses are reported within the General Fund and not segregated to a separate fund. This allows the reader of the Conservation District's financials, including this budget document, to quickly identify the total cost of any area of operation,

such as: Natural Resources, Education, or Police. If the levy were received into a separate fund, which is also a common accounting practice, a user would have to identify the different areas of operations and their associated cost within each fund and then add the expenses from multiple funds to determine the total cost of any individual area of operation. The Social Security levy is restricted within the General Fund to ensure that the related property tax revenue is only used to support the expenditures related to Social Security and Medicare taxes as required under Illinois statute.

GENERAL FUND: Revenues

Total Revenues: The total General Fund budgeted revenue for FY 2027 is $11,251,497 which is $3.37 million or 23% lower than the prior year and is explained in detail below. This reduction is due to a change in how the abatement of the property tax revenue related to the limiting rate increase is being handled and is explained in more detail within the 'Property Tax Highlights' section below.

Property Tax Revenues: Property Tax revenues are budgeted at $9,628,493 or 85.6% which represents a decrease of $3,983,839 or 45% from the amount *budgeted* in the previous fiscal year. This includes property taxes derived from both the Corporate and Social Security/Medicare tax levies. *Tax revenues from the Social Security/Medicare levy are statutorily restricted to be used only for Social Security/Medicare related expenses.*

The budgeted property tax revenues are derived from the property tax levy requested in September of 2024, which will be extended and collected during calendar year 2025 (FY 2026).

Property Tax Highlights include the following:

1. The Illinois Property Tax Extension Limitation Law (PTELL) allows for two potential property tax increases over the prior year's levy. The first is an inflationary increase which allows for the prior year's levy to be increased by the same rate as the annual rate of growth of the Consumer Price Index (CPI) during the prior calendar year but is limited to a maximum increase of 5%. The CPI grew 2.9% during the 2024 calendar year, which allows for an inflationary increase for the total PTELL levies of $380,965 over the previous year's levy.

   Under the PTELL, new development within the County is factored separately in the levy extension calculation which allows for additional tax revenue beyond what is derived from the growth of the CPI. The additional tax dollars from new development are available to help offset the increased use and demands that the new development may place on a taxing entity. For 2023, the County's new development was estimated to be $140,971,310; which allows for an additional estimated property tax *levy increase* of $159,816 for FY 2027.

   Collectively, the maximum allowed combined inflationary and new development increases allowed the total aggregate PTELL levies to grow by $540,781 or 4.1% over the 2024 levy. *(This would include the Corporate, Social Security and Insurance levies.)*

2. As previously explained, in November of 2024, the Conservation District passed a proposition which allowed the District to raise its limiting rate under PTELL from 0.0826% in 2023 to 0.11% for the

2024 levy. This generated an additional $3.6 million in property tax revenues for the 2024 levy and the same amount was abated from the debt service levy to offset the increase to the taxpayers.

In the prior FY 2026 budget, the additional $3.6 million of property tax was budgeted as revenue within the General Fund and a permanent transfer for the same $3.6 million was budgeted from the General Fund to the Debt Service Fund. For the FY 2027 Budget, the additional $3.6 of revenue property tax revenues will be received directly into the Debt Service Fund to pay the abated portion of the debt service levy. While this change yields a 23% reduction in property tax revenue as compared to FY 2026, it gives a more accurate picture of the General Fund's annual financial operating position for FY 2027. It also eliminates the additional administrative steps of making the permanent transfer. This will result with no net tax increase to the taxpayers in the 2025 levy year related to the proposition approved limiting rate increase.

State Personal Property Replacement Taxes (SPPRT): SPPRT received by the State are budgeted at $213.141 which is a decrease of $94,940 or 1.9% from the prior year. The budgeted FY 2027 revenue is based on the State's estimate of revenues for the Conservation District for the 2026 calendar year, as well as the Conservation District's actual experience over the last several years.

Total tax revenues (property taxes plus the State Personal Property Replacement Tax) account for 87.5% of total General Fund revenue, which is a decrease from 89.6% in the prior year.

Investment Income: Interest income is projected to decrease by $128,537 or 49% from the prior year. This is largely the result of using existing reserves to sustain current operational levels until FY 2028, when the 2024 proposition approved tax increase will be realized as operational revenue for the first time. Additionally, the budget has incorporated an assumed 50 basis point reduction in the Federal Reserve's 'federal funds' rate which drives lower interest revenue. The Conservation District proactively manages its cash flows to maximize investment opportunities and revenue. As of September 30, 2025, the Conservation District had $2.6 million invested in bank CDs with a weighted average maturity of 0.6 years and a weighted average yield of 4.1%.

Property Leases & Rents: Revenues from leases and property rents are the second largest revenue source for the Conservation District, accounting for 8.1% of total General Fund revenue. Revenue derived from property leases and rents is budgeted to increase by $33,168 or 3.8%. Most of this revenue is derived from leasing agricultural lands and is explained in more detail below.

Farm Lease Revenue: Farm lease revenues are budgeted at $794,570; which is an increase of $52,161 or 7.0% from the previous year. The FY 2027 budgeted revenue is derived from 3,672 acres that are leased to farmers and are under active agriculture row crop production and an additional 352 acres of grassland leases.

The agriculture lease program works with farmers to incorporate conservation focused principles into their farming practices and has many benefits to the land, the Conservation District, and the residents of the County. One of the direct benefits is that the farming protects the land from further degradation and the infestation of invasive species until such a time that the Conservation District has the resources to restore it.

McHenry County Conservation District

The Conservation District's farm lease program ties the amount of the annual lease payment (paid by the farmers to the Conservation District) to the price of the December corn futures commodity and is determined each February. *(The revenue for FY 2027 will be determined by the average daily future's price of December 2026 corn during the month of February 2026.)* As such, the lease revenue is subject to annual variations with market shifts in the commodities price of corn. For the prior FY 2026, the *budgeted* corn futures price was $4.40/bushel, for this FY 2027 Budget, the price is estimated to be $4.60/bushel.

The farm acreage stays on the County's property tax rolls and the Conservation District pays the property taxes on the parcels as determined by the County's regular agricultural assessment process and applicable tax rate. The Conservation District paid $185,198 to the County in property taxes during FY 2026.

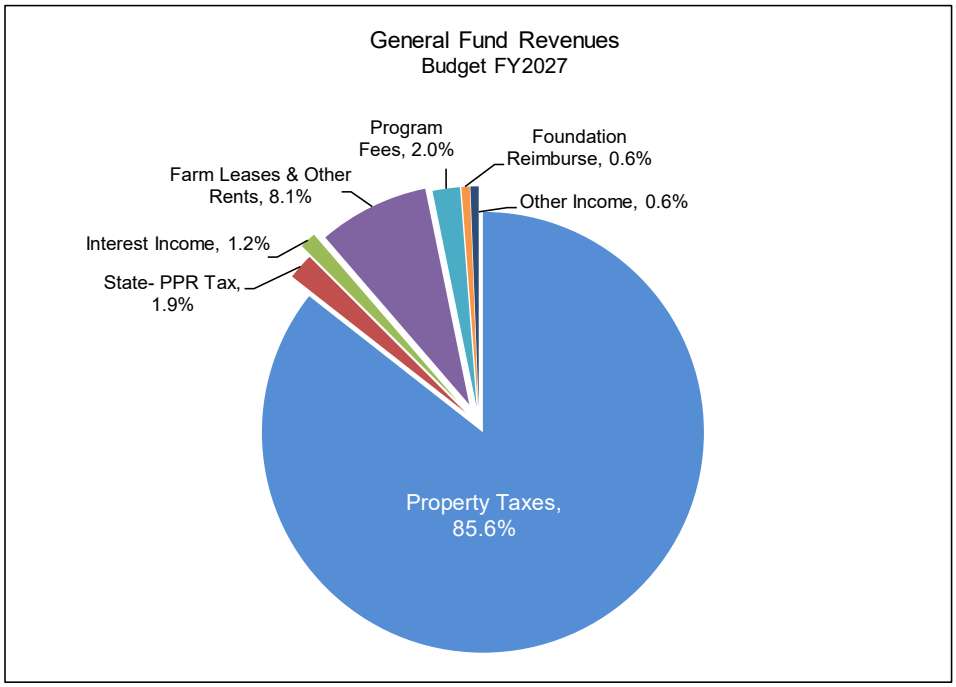
Educational Program Fees: Historically, the Conservation District has always focused on providing educational experiences and outdoor programs to as many residents as possible at the lowest possible cost; including offering many program opportunities at no additional cost. However, due to reduced tax revenues and the continued concern and pressure over rising property taxes, the Conservation District continues to shift its focus to increase educational and program fees to offset some of the direct costs of these programs. Education program fees are budgeted to increase by $3,350 or 3% over the prior year.

Camping & Shelter Fees: Revenue from camping and shelter fees is budgeted to increase by 2.8% or $1,439 from the prior year. The increase better aligns the budgeted revenue with the higher actual number of camping experiences enjoyed by patrons at the District sites.

MCCF Recoveries: Represents the reimbursements from the McHenry County Conservation Foundation (MCCF) for 50% of the costs related to the Director of Development /Executive Director of the MCCF and 100% of a part-time administrative assistant. The related costs, which drive the recoveries, are budgeted to increase by $4,798 or 7.2% over the prior year. This is largely the result of increases in personnel related costs.

McHenry County Conservation District

The following chart illustrates the percentage that each *major* source of revenue represents to the total revenue within the General Fund for the FY 2027 Budget:



The following table shows a comparative summary of budgeted revenue by *major* source within the General Fund:

McHenry County Conservation District
Summary of Revenues- General Fund
Comparative Budget FY 2024 - FY 2027

	Budget FY 2024	% of Total	Budget FY 2025	% of Total	Budget FY 2026	% of Total	Budget FY 2027	% of Total	*$ Chng 26 vs 27*	*% Chng 26 vs 27*
Revenues										
Property Taxes	8,384,019	79.4%	8,814,392	80.1%	12,798,231	87.5%	9,628,493	85.6%	*(3,169,738)*	*-24.8%*
State- PPR Tax	350,000	3.3%	449,975	4.1%	308,081	2.1%	213,141	1.9%	*(94,940)*	*-30.8%*
Interest Income	225,181	2.1%	279,382	2.5%	262,837	1.8%	134,300	1.2%	*(128,537)*	*-48.9%*
Property Rents	1,300,630	12.3%	1,073,010	9.7%	873,784	6.0%	906,952	8.1%	*33,168*	*3.8%*
Program Fees	179,186	1.7%	206,589	1.9%	228,400	1.6%	226,763	2.0%	*(1,637)*	*-0.7%*
Foundation Reimburse	59,794	0.6%	61,588	0.6%	66,474	0.5%	71,272	0.6%	*4,798*	*7.2%*
Other Income	64,250	0.6%	116,714	1.1%	92,214	0.6%	70,576	0.6%	*(21,638)*	*-23.5%*
Total Revenues	**$ 10,563,060**	**100%**	**$ 11,001,650**	100.0%	**$ 14,630,021**	**100%**	**$ 11,251,497**	**100%**	***$ (3,378,524)***	***-23.1%***

McHenry County Conservation District

GENERAL FUND: Schedule of Revenues

The following schedule is a detailed statement of operating revenues which support the operating and capital needs of the Conservation District within the General Fund. For comparative purposes, the schedule includes the actual total amounts for the fiscal year ended 03/31/2024 (Actual FY 2024), the actual total amounts for the fiscal year ended 03/31/2025 (Actual FY 2025), the actual amounts for the first seven months of the fiscal year ending 03/31/2026 (YTD Actuals FY 2026), the budgeted amounts for the fiscal year ending 03/31/2026 (Budget FY 2026), and the budgeted amounts for the next fiscal year ending 03/31/2027 (Budget FY 2027).

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027	% Change Budget 26 vs 27
Property Taxes	8,400,199	8,812,099	12,477,663	12,798,231	9,628,493	-24.8%
State PPR Tax	513,407	300,729	128,678	308,081	213,141	-30.8%
Employee Housing Rents	43,475	31,284	15,630	31,260	10,380	-66.8%
Agricultural Leases	1,090,418	833,502	409,979	742,409	794,570	7.0%
Cell Tower Leases	77,140	68,866	48,702	70,322	72,025	2.4%
Other Rental Income	33,879	30,705	34,286	29,793	29,977	0.6%
Investment Income	453,160	336,681	132,354	262,837	134,300	-48.9%
Investments 'Unrealized Gain	*129,332*	*98,857*	*5,695*	-	-	NA
Education Programs	117,164	123,036	126,909	113,400	116,750	3.0%
Hunting Program Revenues	62,810	63,410	59,179	63,000	56,574	-10.2%
Camping & Shelter Fees	51,918	54,961	34,685	52,000	53,439	2.8%
MCCF Recoveries- Personnel	72,523	63,287	16,149	66,474	71,272	7.2%
Fines & Confiscations	15,470	8,570	3,127	12,714	10,576	-16.8%
Sale of Assets	199	97,952	93,114	64,500	45,000	-30.2%
Other Income	14,549	15,140	2,909	15,000	15,000	0.0%
Grant Recoveries	1,000	-	-	-	-	NA
Donations	8,224	51,942	4,231	-	-	NA
	$ 11,084,867	**$ 10,991,020**	**$ 13,593,290**	**$ 14,630,021**	**$ 11,251,497**	**-23.1%**

GENERAL FUND: Expenditures

The Conservation District's day-to-day operations and administrative activities are managed by the Executive Director and staffed by 76 full-time, 9 part-time, and approximately 35 seasonal employees funded within the General Fund. There are 3 additional full-time and 2 additional part-time employees funded within the Natural Resources Management - Special Revenue Fund.

The Conservation District is organized into four Divisions with operating departments established within each division according to function. The Administration & Finance Division includes the Executive Office of the Executive Director, Human Resources, Accounting, Information Technology (IT) and administrative support staff. The Operations, Planning and Public Safety Division includes the departments of Operations, Planning & Development, and Police. The Marketing and Education Division includes Marketing & Communications, Education, and Volunteer Services. The Land Preservation and Natural Resources Division includes the operating departments of Land Administration & Preservation, Natural Resource Management, Wildlife Resource Center and the Research Field Station. Additionally, the Conservation District has a separate operating budget for the Lost Valley Visitor Center (LVVC). Managers, working within the policies and guidelines established by the Board of Trustees and Executive Director, are responsible for establishing and managing their individual department budgets.

The Executive Director of the McHenry County Conservation Foundation (MCCF) also serves as the Director of Development for the Conservation District and as such, the MCCF reimburses the Conservation District 50% of all personnel expenses related to the position. Additionally, the Executive Director of the MCCF is supported by a part-time administrative assistant and the Conservation District is reimbursed for 100% of all personnel expenses related to the position by MCCF.

The *total* General Fund budgeted operating expenditures, excluding capital, are $11,878,072 for FY 2027. This represents an increase of $364,225 or 3.2% over the previous year. *(This does not include the budgeted appropriations from the General Fund's unrestricted fund balance in the amount of $524,775 which are explained in more detail below.)* Highlights of changes in operating expenditures for FY 2027 include the following:

Employee Wages: The total annual cost of wages is budgeted to increase by $184,197 or 2.7% from the prior year budgeted amount. The increase includes the following:

- A 3.0% combined merit and economic wage increase has been budgeted for all non-contractual and non-bargaining full-time and part-time employees in good standing with the Conservation District.

- The Conservation District has (17) full-time employees who belong to the International Union of Operating Engineers, Local 150 and are responsible for the maintenance and care of the Conservation District's park sites, trails, vehicles, and buildings. Their current contract requires the union employees to receive the same 3.0% wage increase as non- union employees.

- The FY 2027 Budget includes (8) full-time police officers and (2) full-time sergeants who belong to the Illinois Fraternal Order of Police (FOP). The police officer's current contract expires at the end of the current fiscal year, March 31, 2026. As such there is no agreed upon wage increase for FY 2027, but the FY 2027 has included the same 3.0% wage increase for the FOP bargaining members.

- Seasonal wages have been budgeted to decrease by $7,535 or 2.3% from the prior year. This is due to a reduction in total seasonal hours budgeted of 3.7% from the prior year.

- The annual compensation for the Executive Director is negotiated and established through an employment agreement with the Board of Trustees and the current contract is effective through June 30, 2028.

- For many years, the Conservation District's compensation policy has tried to ensure that employee's compensation levels move toward the *midpoint* of the salary ranges during their employment. The midpoint of the salary range is established to reflect the ***average*** of what other employers are paying for a similar position. This practice only affects employees with seven years of experience who are being paid below the market average (or midpoint) of their salary grade range.

  During the compensation study completed by GovHR USA in 2023, it was noted that the Conservation District had developed significant wage compression at the midpoint of the salary ranges and GovHR made a recommendation to help alleviate this. As a result of the GovHR recommendation, the Conservation District implemented a practice whereby an employee who is in good standing and has completed fifteen years of service with the Conservation District, will have their wage adjusted to a wage equivalent to the 65th percentile of their respective salary range. There are no employees budgeted to receive an increase related to 15 years of service during FY 2027.

- Salary grades have been increased by the same 3.0% as wage increases. The cost of this is negligible, as the only significant impact would be related to new employees who would start at a 3.0% higher wage. This practice helps to ensure that the District's over-all compensation structure doesn't fall too far behind the market.

- The FY 2027 Budget includes funding to conduct an external compensation market study during calendar year 2026.

Employee Benefits: Total benefits, which includes employee insurances and retirement costs, are budgeted to increase by $106,092 or 4.8% from the prior year budget. The increase is explained as follows:

Employee Insurances: The Conservation District is a member of the Intergovernmental Personal Benefit Cooperative (IPBC) and all employee health and dental insurances are provided by the IPBC. The IPBC was established in 1979 as a cooperative self-funded insurance pool for government agencies; with more than 140 member agencies and insuring more than 20,000 employees. This large membership and self-funded model results in significant purchasing power within the industry and has proven very successful at controlling insurance premium rate increases.

Employee Insurances (continued):
The original quoted IPBC insurance renewal premium rates included increases of 16.1% for the PPO and HDHP plans and 7.6% for the HMO. To help offset the increase, the District introduced 3rd narrow network into the PPO plan, which effectively reduced the rate increase to 9.65%. The total insurance costs are budgeted to increase $78,275 or 6.6% over FY 2027. The relatively moderate overall cost increase is due to employees selecting lower levels and an additional employee electing to waive the District's coverage for the 2026 plan year. (Employee plan and coverage selections are not fully known until after this Budget document is generated.)

- The Conservation District offers three health insurance plan options, which include: 1) Preferred Provider Plan (PPO), (2) Health Maintenance Organization (HMO) and (3) Preferred Provider Plan Health Savings Account (PPO/HSA). The PPO/HSA plan is a PPO plan with the same levels of coverage, providers and benefits as the PPO, but has a significantly higher deductible and the employee takes on a significantly greater portion of initial medical costs.

- Employees are charged a higher cost-sharing rate to participate in the more expensive Preferred Provider Plans (PPO), which creates an incentive for them to select one of the lower cost HMO or PPO/HSA plans. This helps to mitigate the higher cost of the more expensive PPO and PPO/HSA (vs the HMO) plans to the Conservation District.

- An emphasis continues to be placed on proactive employee wellness programs to generate personal awareness and responsibility for one's own health care and the related costs.

Retirement Funding: The Conservation District participates in the Illinois Municipal Retirement Fund (IMRF) and its required pension funding contribution rates are determined annually by the IMRF actuaries. The Conservation District's contribution rate decreased from 8.6% for calendar year 2025 to 8.59% for calendar year 2026, which is reflected in the FY 2027 Budget. The total amounts for retirement, including Social Security/Medicare and IMRF, are budgeted to increase by $27,810 or 2.7% from the prior year, which is the direct result of the total budgeted increase in wage costs. This is the sixth consecutive year that the Conservation District's required contribution rate has been reduced as illustrated in the below table.

Calendar Year	Fiscal Year	IMRF Rate
2017	2018	11.98%
2018	2019	11.86%
2019	2020	11.02%
2020	2021	12.07%
2021	2022	11.92%
2022	2023	10.88%
2023	2024	9.50%
2024	2025	8.71%
2025	2026	8.60%
2026	2027	8.59%

The Conservation District's police officers participate in the regular IMRF pension and not the much more expensive Sheriff's Law Enforcement Personnel (SLEP) retirement. The required employer contributions under SLEP average about twice (2x) the amount of the required regular IMRF employer contribution amounts.

As of December 31, 2024, the Conservation District's IMRF pension was 92% funded on an actuarial basis.

Contractuals & Commodities: The total of all 'Other Operating' expenditures ('contractuals and commodities') are budgeted to increase by 3.0% or $73,936 from FY 2027. The 3% increase is line with recent annual inflationary trends and expectations of a continuation of a 3.0% inflationary rate in FY 2027.

Capital Expenditures: The FY 2027 Budget includes $424,775 of capital outlays, all of which will be funded from unrestricted General Fund reserves. This includes $16,000 of expenditures for capital outlays that were budgeted for in the prior FY 2026 Budget, but the item was not procured and/or projects were not completed, so the items have been 'reappropriated' within the FY 2027 Budget. By comparison, the FY 2026 Budget included total capital expenditures of $583,540. (Capital outlays are discussed in more detail in the Capital Outlay section of the budget document.)

Unanticipated Expenditures: $100,000 has been budgeted and appropriated for *unanticipated expenses*. This represents a little less than 1.0% of the total budgeted non-capital operational expenditures for FY 2027. The $100,000 is appropriated for within the Administrative & Finance Division's budget.

McHenry County Conservation District

GENERAL FUND: Capital Outlays

The FY 2027 Budget includes $424,775 of capital outlays, which is a decrease of $158,765 from the prior FY 2026 budgeted amount of $583,540. The includes $16,000 which represents amounts reappropriated for purchases and/or projects that were budgeted for, but not completed, in the prior FY 2026. All the FY 2027 budgeted capital outlays will need to be funded from General Fund unrestricted reserves due to insufficient revenues to support the regular on-going capital replacement needs of the Conservation District. The revenue shortfall is largely the result of the limited property tax levy increases the Conservation District captured over the last decade.

Vehicle Replacement: Prior to 2012, when the Conservation District was able to consistently capture the increases in property taxes available under PTELL, vehicles were replaced proactively in accordance with the Conservation District's comprehensive Capital Asset Management Plan (CAMP). However, due to the inability to capture the full levy increase over the last decade, the Conservation District has moved to a more reactive approach; replacing vehicles only when it is no longer cost effective to repair them or when a structural component becomes so corroded that they can no longer be safely driven. (Police vehicles are still replaced on a more proactive cycle.)

The Conservation District evaluates its fleet of vehicles and heavy equipment annually and has been focused on maintaining the size of the fleet at the most operationally and cost- effective levels. The FY 2027 Budget includes the replacement of three (3) vehicles at a total cost of $137,500. It also includes the addition of an electric off-road electric motorcycle at a cost of $16,000.

The schedule of FY 2027 vehicles and heavy equipment replacement is as follows:

			Current Vehicle Information				Budget
Department	GL	Replacement Description	Description	Vehicle #	Year	Mileage	FY 2027
Road Vehicles							
Admin	01-04-785	Toyota Prius	Toyota Prius	V-120	2012	145,000	40,000
Admin	01-04-785	Crosstrek	Subura Crosstrek	V-136	2016	116,000	40,000
Police	01-06-785	Tahoe	Tahoe	V-135	2016	168,000	57,500
Police	01-06-785	To Be Determined	Electric motorcycle	New	New	New	16,000
				Total Vehicles			**$ 153,500**
Heavy Equipment & Trailers							
Operations	01-07-746	Kubota Mower	Kubota Mower	T-49	2015	1,750 hrs	19,000
Operations	01-07-746	Track loader for Kubota, 72" grapple attachment	New	New	New	New	7,000
Operations	01-07-746	SC60 mower attachment, for Kubota	New	New	New	New	15,000
Operations	01-07-785	Utility trailer Region 5	Big Tex 35Sa	TR-26	2004		7,000
LPNR	01-08-848	Hay rake, burn efficiency & safety	New	New	New	New	9,700
LPNR	01-08-848	10-ft mower, assists for burns	New	New	New	New	16,000
LPNR	01-08-848	Replace tracks on 190 excavator	New	New	New	New	20,000
				Total Heavy Equipment			**$ 93,700**

McHenry County Conservation District

The Conservation District's current vehicle fleet includes the following vehicles:

Vehicle Type	Quantity
Police patrol vehicles	12
Police motorcycles	2
Large heavy duty trucks (dump, bucket, plow)	9
Pickup trucks	37
Other passenger (sedan, van, SUV)	10

Capital Outlays:

The following schedules provide a detailed description of all the capital outlays included in the FY 2027 Budget.

McHenry County Conservation District

Dept	GL	Description	Budget FY 2027	Funding Source
Vehicles				
Admin	01-04-785	Direct of Operations- Toyota Prius	40,000	Reserves
Admin	01-04-785	Executive Director, replace Crosstrek	40,000	Reserves
Police	01-06-785	Dodge Durango, replace patrol vehicle	57,500	Reserves
Police	01-06-785	Electric motorcycle, new patrol vehicle	16,000	Reapprop.
		Total Vehicles	**$153,500**	
Office Equipment & Furniture				
Brookdale	01-06-471	Police patrol room & Chief office, furniture replace	10,000	Reserves
Brookdale	01-07-471	Staff breakroom- Operations, furniture replace	6,000	Reserves
Brookdale	01-07-471	Operations Manager- office furniture replace	10,000	Reserves
Brookdale	01-07-471	Parks & Fleet Spvsr.- office furniture replace	6,750	Reserves
Brookdale	01-07-471	Facility Maint. Spvsr.- office furniture replace	8,375	Reserves
Brookdale	01-07-471	Operations Work room- furniture replace	3,250	Reserves
Education	01-05-471	PEC- lobby furniture replace	15,000	Reserves
		Total Office Equipment & Furniture	**$ 59,375**	
Heavy Equipment & Trailers				
Operations	01-07-746	Mower, Kubota Mower	19,000	Reserves
Operations	01-07-746	Track loader for Kubota, 72" grapple attach.	7,000	Reserves
Operations	01-07-746	SC60 mower attachment, for Kubota	15,000	Reserves
Operations	01-07-785	Utility trailer Region 5	7,000	Reserves
LPNR	01-08-848	Hay rake, burn efficiency & safety	9,700	Reserves
LPNR	01-08-848	10-ft mower, assists for burns	16,000	Reserves
LPNR	01-08-848	Replace tracks on 190 excavator	20,000	Reserves
		Total Heavy Equipment & Trailers	**$ 93,700**	
Building Improvements				
Admin	01-04-729	Brookdale- tuckpointing	25,000	Reserves
Operations	01-07-729	Region 2 shop, cold storage repair/replace	20,000	Reserves
		Total Building Improvements	**$ 45,000**	
Site & Trail Improvements				
Operations	01-07-702	Rush Creek privy wall repair/replace	15,000	Reserves
Operations	01-07-702	Fel-Pro & Winding Creek, solar light replacement	10,000	Reserves
Operations	01-07-706	Prairie Trail North, limestone screenings	28,200	Reserves
Operations	01-07-729	Boger Bog, tile roof replacement, privy & shelter	20,000	Reserves
		Total Site & Trail Improvements	**$ 73,200**	
		Total Capital Outlays	**$424,775**	

McHenry County Conservation District

MMS: *The Conservation District has a comprehensive 'Maintenance Management System' (MMS). The MMS is a large database of all the Conservation District's infrastructure and assets, including items like shelters, roofs, furnaces, trails, roads, and parking lots. The database includes the original cost of the asset, its expected useful life, a cost estimate to replace the asset, and an estimate of when the asset will need to be replaced. The database also includes the cost of regular maintenance costs associated with the asset such as re-sealing or painting of parking lots that may only happen every 3-5 years. Each year the MMS is updated to reflect completed projects, new cost estimates, and any other changes to the Conservation District's assets during the year. The updated MMS reports are an integral part of the Sites and Fleet and Facilities Maintenance Department's planning and budget process.*

Reserve Appropriations:
The FY 2027 Budget includes total appropriations of the General Fund's Fund Balance in the amount of $2,101,350. Explanations of the appropriations are as follows:

- Specific initiatives that were budgeted for in the prior year but not completed are classified as reappropriations. As previously noted, the FY 2027 Budget includes a $16,000 *reappropriation* for an electric motorcycle originally budgeted in FY 2026 but was not purchased.

- The Board of Trustees will consider funding initiatives that are of high importance to the Conservation District, but that are not supported from the budgeted operating revenues. The FY 2027 Budget includes $408,775 of capital outlays that are not supported from operating revenues.

- An amount is appropriated for unanticipated needs that may arise during the budget cycle that were not specifically identified in the budget process. The FY 2027 Budget includes $100,000 in unanticipated expenditures.

- Budgeted non-capital operating expenditures exceed budgeted revenues by $626,575. This operating expense imbalance will be corrected in the next FY 2028, when the proposition approved property tax limiting rate increase will be realized for the first time with the 2026 tax levy.

- Permanent transfers out of the General Fund will include the following:
    - $750,000 will be transferred to the Capital Asset Management Plan (CAMP) Fund to fund capital projects within the CAMP Fund in FY 2027.
    - $200,000 will be transferred to the Dedicated Accounts Fund to fund capital projects within the CAMP Fund in FY 2027.

The following schedule shows a summary of the budgeted operating revenues, expenditures, capital outlays and appropriations of Fund Balance for FY 2025, FY 2026 and FY 2027:

McHenry County Conservation District

General Fund
Comparative Summary of Operating Revenues & Expenditures
Budgets FY2025 through FY2027

	Budget FY 2025	% of Total	Budget FY 2026	% of Total	Budget FY 2027	*% of Total*	*% Chng 26 vs 27*	*$ Change 26 vs 27*
Revenues								
Property Tax	8,814,392	*80.1%*	12,798,231	*87.5%*	9,628,493	*85.5%*	*-24.8%*	*(3,169,738)*
State PPR Tax	449,975	*4.1%*	308,081	*2.1%*	213,141	*1.9%*	*-30.8%*	*(94,940)*
Interest Income	279,382	*2.5%*	262,837	*1.8%*	134,300	*1.2%*	*-48.9%*	*(128,537)*
Property Rents	1,073,010	*9.8%*	873,784	*6.0%*	906,952	*8.1%*	*3.8%*	*33,168*
Program Fees	206,589	*1.9%*	228,400	*1.6%*	226,763	*2.0%*	*-0.7%*	*(1,637)*
Other Income	178,302	*1.6%*	158,688	*1.1%*	141,848	*1.3%*	*-10.6%*	*(16,840)*
Total Operating Revenues	$ 11,001,650	*100.0%*	$ 14,630,021	*100.0%*	$ 11,251,497	*100.0%*	*-23.1%*	$ (3,378,524)
Operating Expenditures								
Personnel								
Wages	6,564,972	*59.1%*	6,858,966	*59.6%*	7,043,163	*59.3%*	*2.7%*	*184,197*
Retirement	1,005,672	*9.1%*	1,046,663	*9.1%*	1,074,473	*9.0%*	*2.7%*	*27,810*
Insurance	1,082,208	*9.7%*	1,181,399	*10.3%*	1,259,675	*10.6%*	*6.6%*	*78,276*
Total Personnel Expenditures	$ 8,652,852	*77.9%*	$ 9,087,028	*79.0%*	$ 9,377,311	*78.9%*	*3.2%*	$ 290,283
Other Operating Expenditures								
Contractuals & Commodities	2,448,847	*22.1%*	2,426,819	*21.1%*	2,500,761	*21.1%*	*3.0%*	*73,942*
Capital Outlays	-	*0.0%*	-	*0.0%*	-	*0.0%*	*NA*	-
Total Other Operating Expenditures	$ 2,448,847	*22.1%*	$ 2,426,819	*21.1%*	$ 2,500,761	*21.1%*	*3.0%*	*$ 73,942*
Total Operating Expenditures	$ 11,101,699	100.0%	$ 11,513,847	100.0%	$ 11,878,072	*100.0%*	*3.2%*	*$ 364,225*
Net Operating Surplus/(Deficit)	**$ (100,049)**		**$ 3,116,174**		**$ (626,575)**			
Expenditures of Fund Balance								
Unanticipated Expenditures	100,000		100,000		100,000			
Capital Outlays - Reappropriations	475,000		25,000		16,000			
Capital Outlays- New	973,400		558,540		408,775			
Total Expenditures of Fund Balance	$ 1,548,400		$ 683,540		$ 524,775			
Total Annual Expenditures	$ 12,650,099		$ 12,197,387		$ 12,402,847			
Other Financing Uses								
Perm. Transfer to CAMP Fund	750,000		750,000		750,000			
Perm. Transfer to Dedicated Acts. Fund	-		-		200,000			
Perm. Transfer to Debt Serv. Fund	-		3,628,139		-			
Total Permanent Interfund Transfers	$ 750,000		$ 4,378,139		$ 950,000			
Total Budgeted Reserve Spend	**$ 2,398,449**		**$ 2,398,446**		**$ 2,101,350**			

McHenry County Conservation District

GENERAL FUND: Operating Budget, By Department

The Conservation District is organized into four divisions and ten operating departments which include: Administration & Finance (Admin), Operations, Land Preservation and Natural Resources (LPNR), Education, Planning& Development, Wildlife Resource Center (WRC), Police & Safety (Police), Marketing & Communications (Communications), and Foundation & Development. In recent prior years the Parks & Fleet and Building Maintenance departments had separate operating budgets. To simplify the budgeting process and ensure the most efficient use of resources, the Building Maintenance budget has been absorbed into the Parks & Fleet budget. There is also a separate operating budget for the Lost Valley Visitor Center (LVVC) facility.

The following schedule shows the total General Fund budgeted expenditures by operational department for FY 2024, FY 2025, FY 2026 and FY 2027. (The expenditures represent total budgeted appropriations for the fiscal year, including capital outlays and appropriations of unrestricted fund balance. It does not include permanent transfers of fund balance)

Department	Budget FY 2024	% of Total	Budget FY 2025	% of Total	Budget FY 2026	% of Total	Budget FY 2027	% of Total	% Chng Budget 26 vs 27	$ Chng Budget 26 vs 27
WRC	327,011	2.8%	364,972	2.9%	330,281	2.7%	330,422	2.7%	0.0%	141
Admin	1,889,890	16.3%	1,990,000	15.7%	2,040,876	16.7%	2,237,859	18.0%	9.7%	196,983
Education	800,974	6.9%	888,016	7.0%	879,940	7.2%	888,561	7.2%	1.0%	8,621
Police	1,758,976	15.2%	1,999,143	15.8%	1,817,614	14.9%	1,933,097	15.6%	6.4%	115,483
Operations	3,265,591	28.2%	3,264,691	25.8%	3,271,711	26.8%	3,133,812	25.2%	-4.2%	(137,899)
LPNR	2,312,307	20.0%	2,761,270	21.8%	2,590,857	21.2%	2,617,368	21.1%	1.0%	26,511
Planning & Dev.	426,463	3.7%	421,964	3.3%	450,864	3.7%	439,345	3.5%	-2.6%	(11,519)
Communications	486,274	4.2%	528,948	4.2%	468,161	3.8%	466,907	3.8%	-0.3%	(1,254)
LVVC	202,304	1.7%	309,028	2.4%	209,414	1.7%	213,869	1.7%	2.1%	4,455
Foundation & Dev.	119,526	1.0%	122,067	1.0%	137,669	1.1%	141,607	1.1%	2.9%	3,938
Totals	$ 11,589,316	100%	$ 12,650,099	100%	$ 12,197,387	100%	$ 12,402,847	99.9%	1.7%	$ 205,460

McHenry County Conservation District

Staffing History

The schedule below shows a summary of full-time employee equivalents (FTE's) by operational department, supported within the General Fund.

The 87.1 FTEs included in the FY 2027 Budget represents a 4.5% decrease from the Conservation District's peak FY 2013 staffing level of 91.2 FTEs.

Operating Department	FTEs FY2023	FTEs FY2024	FTEs FY2025	FTEs FY2026	FTEs FY2027
Wildlife Resource Center	2.9	2.9	2.9	2.9	2.9
Administration & Finance	8.6	8.8	8.8	8.8	9.0
Education	9.4	9.4	9.4	9.4	9.4
Police	12.0	12.0	12.0	12.0	12.0
Operations	25.8	25.9	26.6	27.0	26.7
Land Preserv.& Natural Res.	17.4	17.4	17.6	17.9	18.5
Planning & Development	3.0	3.0	3.0	3.0	3.0
Communications	3.5	3.5	3.6	3.1	3.2
Lost Valley Visitor Center	1.6	1.3	1.3	1.3	1.3
Foundation & Development	1.1	1.1	1.1	1.1	1.1
Total General Fund	85.3	85.3	86.3	86.5	87.1

Schedules of Operating and Capital Expenditures by Operating Department

The schedules on the next several pages are detailed statements of operating and capital expenditures by operating department within the General Fund. For comparative purposes, the schedule includes the actual total amounts for the fiscal year ended 03/31/2024 (Actual FY 2024), the actual total amounts for the fiscal year ended 03/31/2025 (Actual FY 2025), the actual year-to-date amounts for the first 7 months of the fiscal year ending 03/31/2026 (YTD Actual FY 2026), the budgeted amounts for the fiscal year ending 03/31/2026 (Budget FY 2026), and the budgeted amounts for the next fiscal year ending 03/31/2027 (Budget FY 2027).

McHenry County Conservation District

GENERAL FUND: Administration & Finance

The Executive Office of the Executive Director and the Administration & Finance Department are part of the Administration & Finance Division which manages the Conservation District's financial activity and provides support services to the entire agency through executive oversight, financial reporting, accounting, budgeting, investment and debt management, human resources management, information technology, purchasing, and risk management.

The Administration & Finance Division is housed within the Brookdale Administrative Offices and consists of eight (8) full-time employees including the Executive Director, Executive Assistant, Director of Operations, Planning and Public Safety, Director of Administration and Finance, Human Resources Manager, Accounting Manager, Accounting Assistant II, Accounting Assistant I and IT Systems Administrator.

The following schedule shows the budgeted employee full-time equivalents (FTE's) within the Administration & Finance Division for the five most recent fiscal years:

Administration	FTE's FY2023	FTE's FY2024	FTE's FY2025	FTE's FY2026	FTE's FY2027
Executive Director	1.0	1.0	1.0	1.0	1.0
Director of Operations & Public Safety	1.0	1.0	1.0	1.0	1.0
Director of Administration & Finance	1.0	1.0	1.0	1.0	1.0
Human Resources Manager	1.0	1.0	1.0	1.0	1.0
Accounting Manager	1.0	1.0	1.0	1.0	1.0
Accounting Assistant II	1.0	1.0	1.0	1.0	1.0
Executive Assistant	1.0	1.0	1.0	1.0	1.0
IT Systems Administrator	1.0	1.0	1.0	1.0	1.0
Accounting Assistant I	0.6	0.6	0.6	0.6	1.0
Seasonals	0.0	0.2	0.2	0.2	0.0
Total full time equivalents	8.6	8.8	8.8	8.8	9.0

The Executive Office of the Executive Director oversees the entire Conservation District staff and guides efforts on the Conservation District's strategic initiatives, develops policies and procedures, ensures the Conservation District complies with all legal requirements, cultivates partnerships with government agencies and non-profit advocates for conservation, and serves as a partner to the McHenry County Conservation Foundation in efforts to raise additional financial and volunteer resources to support Conservation District programs. The Executive Office supports the Board of Trustees and provides direction on all plans, operations, programs, outreach, promotion, advocacy, and public relations activities.

Finance and Accounting prepares and oversees the Conservation District's annual budget, audit, preparation of the Comprehensive Annual Financial Report, investments, liquidity, and debt management. Additionally, they manage the areas of accounts payable, accounts receivable, fixed assets, payroll, and the administration of grants.

Human Resources provides employee services through policy formulation, compensation and classification, benefits administration, professional training and development, labor relations, and employee relations and communications. Human Resources is also responsible for coordinating risk management and loss control (RMLC) efforts.

Information Technology (IT), led by the IT Systems Administrator, coordinates and maintains the use of all the computer hardware, software and network functions, security, and evaluates and implements new technologies. The Conservation District utilizes the professional services of an independent consultant to support the IT Systems Administrator as needed.

STRATEGIC PLAN ALIGNMENT

Recent Accomplishment - FY 2026 Goals

Strategic Priority	*Accomplishment, Initiative/Tactic*
2.0 VISITOR EXPERIENCE	• Staff learned about the diverse range of jobs within the organization and the background of those who are in those positions as well as gained insight into Native American heritage through stories shared by a local representative of that community. (2.4A)
3.0 ORGANIZATIONAL EXCELLENCE	• Staff learned about the diverse range of jobs within the organization and the background of those who are in those positions as well as gained insight into Native American heritage through stories shared by a local representative of that community. (3.5B) • A flu vaccination event was held in September, providing staff with an opportunity to receive their annual flu shot conveniently at the workplace. (3.6A) • Integrated all Ranger, Maintenance, and NRM shops into the network with Meraki firewalls, improving security, connectivity, and management. (3.09) • Deployed a Linux server to host the district's monitoring platform (Uptime Kuma), providing improved visibility into network and system uptime. (3.09) • Implemented a secure reverse-proxy VPS to front all district applications hosted on-premises, significantly reducing external exposure. (3.09) • Replaced the Lost Valley virtual host and completed the full system migration entirely in-house, eliminating the need for third-party contractors and ensuring a smooth, cost-effective transition. (3.09) • Fully replaced the entire Lost Valley alarm system in-house, resulting in significant cost savings by avoiding external contractor expenses. (3.09) • Continued to address matters under litigation and prepared and presented information to County, State-Elected Officials and Environmental Agencies/Groups on groundwater pollution in unincorporated Marengo Township in the State of Illinois v. 300 West/Arnold Engineering. (1.5B) • Implemented online Performance Appraisal System. (3.9) • Executive Director Kessler served as Chair of the Chicago Wilderness Alliance, Chair of Naturally McHenry County, 2025-2026 President- of the American Academy for Park and Recreation Administration and co-design team/program instructor for the GLPTI: Women in Parks

	Leadership Certificate Program and appointed to Governor Pritzker's Legacy Tree Program Task Force representing the Illinois Association of Park Districts. (1.7B, 3.10) • Director of Administration & Finance Dylak served on the Executive Board of the Intergovernmental Personnel benefit Cooperative (IPBC). (3.10) • Director of Operations, Planning and Public Safety Kremer served on the McHenry County Active Communities Workgroup. (3.10) • Human Resources Manager Heider served as Section Education Director and elected as Section Director of the Illinois Park and Recreation Association Forest Preserve and Conservation Section. (3.10) • Supported the Conservation District's Diversity Equity and Inclusion Committee to incorporate best practices into policy, programs, trainings and activities.
OTHER	• Completed Year 3 of adopted 5-Year Strategic Plan and monitoring progress. (3.0) • Awarded the GFOA 'Certificate of Excellence in Financial Reporting' for the Fiscal Year ending March 31st, 2025. (3.0) • Awarded the GFOA "Distinguished Budget Presentation Award" for the Fiscal Year ending March 31, 2026. (3.0) • Updated Comprehensive Administrative Policy & Procedural Manual. • Updated Personnel Policy & Procedural Manual. (3.0) • Created Employee Engagement Committee and supported various events/activities throughout the year. (3.5, 3.6. 3.7) • Proactively planning for retirements and prepared Standard Operating Procedures/SOP-Annual Road Map for all positions to transfer institutional knowledge. (3.4B) • Deployed equity and cultural competence to support inclusive engagement and cross-cultural practices in programs and activities. (3.5B) • Established framework plan and initiated the planning process to develop the *Forward to 2040 with a Vision to 2071 Comprehensive Conservation Plan* to guide public investments into facilities, parks, natural areas, open spaces and programs to sustainably address the evolving needs of McHenry County, equity and a changing climate. (3.1A)

Looking Ahead - FY 2027 Goals
Funds in this year's budget support the following initiatives:

Strategic Priority	*Initiative/Tactic*
1.0 HEALTHY LANDSCAPES, PEOPLE and WILDLIFE	• Continue to address matters under litigation and prepared and presented information to County, State-Elected Officials and Environmental Agencies/Groups on groundwater pollution in unincorporated Marengo Township in the State of Illinois v. 300 West/Arnold Engineering. (1.5B)
3.0 ORGANIZATIONAL EXCELLENCE	• Initiate the *Forward to 2040 with a Vision to 2071 Comprehensive Conservation Plan* to guide public investments into facilities, parks, natural areas, open spaces and programs to sustainably address the

	evolving needs of McHenry County, equity and a changing climate. (3.1A) • Proactively plan for retirements and prepare Standard Operating Procedures/SOP-Annual Road Map for all positions to transfer institutional knowledge. (3.4B) • Replace all district wireless access points before they reach end-of-life (still time to start this project this fiscal year, hope to kick off in January). (3.9) • Overhaul/Organization of existing structure. (3.9) • Defining storage locations for different data types. (3.9) • Modernize Lost Valley Kames classroom AV equipment. (3.9) • Outfit the upstairs conference room at LVVC with a TV/Meeting Equipment. (3.9) • Implement wireless casting abilities in the Lost Valley Savannah Room. • Install a network rack at WRC. (3.9) • Replace the Brookdale NAS with a larger capacity unit. (3.9) • Establish a standardized replacement cycle for district cell phones. (3.09) • Implement digital records management system. (3.9G) • Implementing a document management software. (3.9G) • Begin preparation and internal agency assessment to become an Illinois Distinguished Accredited Agency for Forest Preserves/Conservation Districts with the Illinois Park and Recreation Association and Illinois Association of Park Districts. (3.10B) • Executive Director Kessler will continue to serve as Chair of the Chicago Wilderness Alliance, Chair of Naturally McHenry County, 2025-2026 President of the American Academy for Park and Recreation Administration and co-design team/program instructor for the GLPTI: Women in Parks Leadership Certificate Program and Governor Pritzker's Legacy Tree Program Task Force representing the Illinois Association of Park Districts. (1.7B, 3.10) • Human Resources Manager Heider will serve as the Illinois Park and Recreation Association's Forest Preserve and Conservation Section Director (3.10)

McHenry County Conservation District

General Fund- Administration & Finance
Annual Budget - Fiscal Year 2027

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Personnel					
Salary	705,938	741,075	462,404	755,976	776,716
Hourly	215,144	218,193	149,342	225,722	296,338
Part Time	27,521	24,587	18,294	53,403	-
Seasonal	1,041	-	3,535	8,008	6,654
Overtime	3,569	5,376	3,503	5,123	5,277
Employer FICA	65,581	68,540	45,035	71,498	74,698
IMRF Pension	86,701	84,541	53,247	84,867	92,736
Employee Insurances	131,976	138,015	80,876	144,750	163,908
Total Personnel	$ 1,237,471	$ 1,280,327	$ 816,236	$ 1,349,347	$ 1,416,327
Other Operating Expenses					
Mileage Reimbursement	1,045	581	228	874	703
Meetings - Non-Educational	333	205	-	1,050	1,050
Employee Relations	9,360	16,859	2,174	19,390	21,060
Office Supplies	2,540	2,746	2,035	3,545	3,585
Computer Hardware & Supplies	20,345	11,593	5,862	14,252	11,572
IT Software & Licensing	35,986	28,826	30,886	59,614	71,038
Printing	999	1,620	864	2,515	2,825
Postage	2,364	4,183	1,634	2,783	2,791
Dues & Subscriptions	17,327	18,148	15,485	19,879	23,274
Audit	27,335	27,655	20,005	28,782	30,300
Legal Services	49,785	49,120	22,865	55,000	62,500
Legal Notices & Publications	5,167	8,143	1,567	4,962	5,120
Education & Training	13,265	13,992	8,071	39,558	44,399
Uniforms	389	606	155	560	815
Trustee Expense	4,643	4,970	4,890	11,424	15,024
Special Events	68	508	30	-	-
Office Equip Rental & Maint	1,309	1,691	747	1,676	3,000
Office Furn. & Equip. Expense	1,431	92	448	-	2,000
Employment Expense	12,887	6,626	9,501	7,250	10,780
Contractual Services	65,905	55,510	37,399	54,052	74,661
IT Support Services	20,675	5,707	1,348	8,566	8,566
Utilities	26,696	24,077	11,295	30,000	26,843
Waste Disposal	305	320	216	350	465
Building Maintenance	25	-	36	-	-
Vehicle Repair	234	1,304	42	1,000	185
Gas, Grease & Oil	2,943	3,083	1,433	3,500	3,223
Unanticipated Expenditure	4,083	-	-	100,000	100,000
Real Estate Taxes Paid	188,697	185,414	185,198	194,607	190,753
Total Operating Expenses	$ 516,141	$ 473,579	$ 364,414	$ 665,189	$ 716,532

McHenry County Conservation District

General Fund- Administration & Finance
Annual Budget - Fiscal Year 2027

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Capital Outlays					
Office Furn & Equip - FA	-	-	-	5,000	-
Computer & IT- FA	19,932	-	-	21,340	-
Building Improvements - FA	-	-	-	-	25,000
Total Capital Outlays	$ 19,932	$ -	$ -	$ 26,340	$ 105,000
Total Expenditures	$ 1,773,544	$ 1,753,906	$ 1,180,650	$ 2,040,876	$ 2,237,859
Other Financing Uses					
Perm Transfer Out	873,819	5,239,139	-	4,378,139	750,000
Total Other Financing Uses	$ 873,819	$ 5,239,139	$ -	$ 4,378,139	$ 750,000
Total Expenditures & Outlays	$ 2,647,363	$ 6,993,045	$ 1,180,650	$ 6,419,015	$ 2,987,859

GENERAL FUND: Operations

The Operations Department is part of the Division of Operations, Planning and Public Safety and is responsible for maintaining the Conservation District's sites, trails, facilities and fleet, ensuring the long-term usability of trails, roads, bridges, parking lots, walkways, entrance gates, vehicles and equipment across all divisions. The department also manages the upkeep and repair of structures, buildings, shelters, mechanicals, equipment, including electrical, plumbing, and HVAC systems. Additionally, the Department performs limited construction services for the Conservation District as needed, including constructing shelters and storage facilities, renovating offices and conducting building demolitions.

The Operations Department consists of 21 full-time employees, including one (1) Operations Manager, one (1) Parks & Fleet Supervisor, one (1) Administrative Assistant, one (1) Mechanic I, one (1) Mechanic II, six (6) Park Ranger II, six (6) Park Ranger I, one (1) Building Maintenance Supervisor, two (2) Maintenance Worker I, one (1) Maintenance Worker II and (2) part-time custodians. The Department's staff work out of the Brookdale Administrative Office, six (6) regional ranger shops located throughout the County, one (1) mechanic's shop, and one (1) building maintenance shop.

The following schedule shows the budgeted employee full-time equivalents (FTE's) within the Operations for the five most recent fiscal years:

Operations:	FTEs FY2023	FTEs FY2024	FTEs FY2025	FTEs FY2026	FTEs FY2027
Operations Manager	1.0	1.0	1.0	1.0	1.0
Parks & Fleet Supervisor	1.0	1.0	1.0	1.0	1.0
Facility Maintenance Manager	0.0	0.0	0.0	0.0	0.0
Building Maintenance Supervisor	1.0	1.0	1.0	1.0	1.0
Maintenance Worker	2.0	2.0	2.0	2.0	2.0
Maintenance Worker II	1.0	1.0	1.0	1.0	1.0
Ranger II	6.0	6.0	6.0	6.0	6.0
Ranger I	6.0	6.0	6.0	6.0	6.0
Mechanic I	1.0	1.0	1.0	1.0	1.0
Mechanic II	1.0	1.0	1.0	1.0	1.0
Admin Assistant	1.0	1.0	1.0	1.0	1.0
Electrician	0.0	0.0	0.3	0.2	0.2
Custodian	0.6	0.6	0.6	0.6	0.6
Seasonals	4.2	4.3	4.7	5.2	4.9
	25.8	25.9	26.6	27.0	26.7

The Operations budget, excluding wages and capital outlays, expends over ninety percent (90%) of funds directly on routine maintenance and repair of Conservation District sites, trails and other capital infrastructure.

McHenry County Conservation District

STRATEGIC PLAN ALIGNMENT
Recent Accomplishment - FY 2026 Goals

Strategic Priority	*Accomplishment, Initiative/Tactic*
2.0 VISITOR EXPERIENCE	• Rebuilt bridge on horse trail at the Hickory Grove Highlands • Re-caped Prairie Trail North region trail. • Replaced entrance signs at six sites.
3.0 ORGANIZATIONAL EXCELLENCE	• Purchased replacement fleet vehicles for Land Preservation and Natural Resources, Education, and Operations departments. • Upgraded Land Preservation and Natural Resources South shop electrical service. • Made significant repairs to the Wildlife Resource Center Aviary (1.6A) • Ranger Kurt Klinger graduated from and Chad Secor completed the first year of Illinois Parks and Recreation Association Professional Development School. (3.7) • Supervisor Steve Stabenow and Rangers Jacob Holmes, Shawn Busch, and Dillon Riemann attended the International Trail Summit. (3.7) • Manager Ben O'Dea and Supervisor Steve Stabenow attended the National Parks and Recreation Association's Maintenance Management School. (3.7) • Completed Request for quote's for waste disposal, pest control, uniform purchase, and portable restroom rental.
OTHER	• Installed gutters on A-frame at Brookdale • Re-sided the Region One Shop. • Re-tuckpointed chimneys at Brookdale. • Completed floor cleaning at Prairieview Education Center and Brookdale. • Conducted three scheduled bridge inspections. • Re-striped Prairie Trail South regional trail. • Crack fill asphalt roadways at Pleasant Valley. • Re-roofed Main Street privy and covered bridge. • Re-roofed two privies in Thomas Woods campground. • Replaced rotten skirting on Region 2 and Mechanics shop • Replaced shelter and privy roofs at Boger Bog. • Replaced concrete apron at the Mechanics Shop. • Replaced Heating Ventilation and Air Conditioning units at the Building Maintenance Shop. • Completed major plumbing repairs to Fel-Pro-RRR Lake and Main Shelters.

Looking Ahead - FY 2027 Goals
Funds in this year's budget support projects related to maintaining site infrastructure, site improvements and general site and trail maintenance.

Strategic Priority	*Initiative/Tactic*
2.0 VISITOR EXPERIENCE	• Complete re-striping of 5 bike trail crosswalks. • Complete Prairie Trail North re-capping. • Re-build Lake Elizabeth overlook. • Replace two site entrance signs.
3.0 ORGANIZATIONAL EXCELLENCE	• Rangers Chad Secor and Eric Lundstrom will attend the Illinois Parks and Recreation Professional Development School. (3.7). • Supervisor Steve Stabenow will attend year two of the National Recreation and Parks Association's Maintenance Management School. (3.7) • Rangers Kurt Klinger and Jacob Muench will obtain Certified Parks and Recreation Professional certification. (3.7). • Ranger Dave Vecchio will obtain an Interpretative Host Certification. (3.7) • Rangers Eric Lundstrom and Travis Sandoz and Supervisor Larry Nichols will attend Park District Risk Management Agency's Human Resources Employment Liability Program 2 training. (3.7) • Rangers Eric Lundstrom and Chad Secor will attend Park District Risk Management Agency's Reasonable Suspicion training. (3.7) • Ranger Dillon Riemann and Supervisor Larry Nichols will obtain Remote Pilot licenses. (3.7) • Rangers Ian McCartney, Jacob Holmes, Chad Secor, and Shawn Busch will become certified Arborists. (3.7)
OTHER	▪ Complete 17 scheduled bridge inspections. ▪ Repair/replace privy privacy wall at Rush Creek. ▪ Complete Land Preservation and Natural Resources shop floor heating boiler repairs. ▪ Complete tuckpointing at Brookdale Birches, pines, and Coral Woods shelter. ▪ Replace 5 pond aerator pumps. ▪ Install auto flush valves in Main Street restrooms. ▪ Replace concrete stoops at Brookdale (Police entrance). ▪ Complete crack filling at Harts Road, Keystone, Weidrich Barn lots and the Ridgefield Trace bike trail. ▪ Purchase 3 replacement vehicles District wide. ▪ Re-roof Powers Walker House. ▪ Complete painting of Brookdale building exteriors. • Replace Brookdale Birches and Willows Building windows.

McHenry County Conservation District

General Fund- Operations
Annual Budget - Fiscal Year 2027

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Personnel					
Salary	249,570	267,984	171,875	276,275	261,127
Hourly	1,029,716	1,087,854	686,158	1,152,608	1,204,404
Part Time	18,570	23,309	18,190	29,179	30,330
Seasonal	132,620	167,828	142,862	192,222	171,560
Overtime	28,139	25,214	13,162	29,000	30,000
Employer FICA	109,502	118,434	78,052	123,327	124,659
IMRF Pension	123,541	121,642	75,998	125,378	121,748
Employee Insurances	294,372	284,842	152,955	348,697	336,082
Total Personnel	$ 1,986,030	$ 2,097,107	$ 1,339,252	$ 2,276,686	$ 2,279,910
Other Operating Expenses					
Mileage Reimbursement	-	-	263	200	200
Employee Relations	1,807	3,669	2,044	3,275	3,275
Office Supplies	634	1,455	903	1,000	1,000
IT/Computer hardware & supplies	9,347	3,790	12,711	16,840	8,840
IT Software Licensing & Maint	10,618	15,349	14,744	13,853	15,833
Dues & Subscriptions	9,231	14,450	18,750	16,500	19,750
Education & Training	9,932	15,161	15,502	16,323	19,275
Uniforms	9,426	6,925	5,808	7,800	8,220
Office Equip Rental & Maint	362	190	105	-	-
Office Furn & Equip Expense	2,233	2,048	345	1,500	2,000
Contractual Services	43,618	32,238	15,803	34,150	62,350
IT Support Services	9,264	5,656	3,114	8,669	8,669
Site Maintenance Supplies	58,307	63,951	34,816	62,350	67,300
Trail Maintenance	7,163	31,968	6,507	18,400	2,568
Utilities	77,040	70,749	32,504	78,000	78,171
Waste Disposal	17,786	24,920	19,151	19,500	29,384
Building Maintenance	79,612	69,022	54,582	104,000	108,200
Road & Bridge Maintenance	10,403	6,359	620	13,500	14,765
Water & Sewer Maintenance	35,458	38,265	26,435	39,100	31,600
Fence & Gate Maintenance	9,921	10,626	4,965	19,500	15,750
Maintenance Equipment Rental	800	687	771	2,000	1,000
Maintenance Equipment Repair	18,503	20,669	12,978	18,000	18,000
Maintenance Equipment Purchase	4,856	4,086	1,822	4,725	9,950
Shop Tools	12,424	13,401	4,703	8,540	13,809
Sign & Display Materials	19,213	17,025	10,469	22,200	16,150
Tables, Grills, Trash Cans	7,854	19,085	-	4,500	4,500
Vehicle & Trailer Maintenance	32,514	31,882	15,351	31,000	34,668
Vehicle License & Inspection	1,692	1,942	2,082	2,000	-
Vehicle & Trailer Exp	-	-	-	9,400	-
Gas, Grease & Oil	84,762	75,594	47,852	93,000	83,100
Total Operating Expenses	$ 584,780	$ 601,162	$ 365,700	$ 669,825	$ 678,327

McHenry County Conservation District

General Fund- Operations
Annual Budget - Fiscal Year 2027

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Capital Outlays					
Office Furn & Equip - F A	-	-	-	-	34,375
Site Improvements - FA	-	-	-	-	25,000
Trail Improvements - FA	27,204	26,918	10,534	26,200	28,200
Building Improvements - FA	15,833	12,470	25,495	25,000	40,000
Road & Bridge Improvemnts - FA	-	29,179	-	8,000	-
Water & Sewer Infr - FA	8,825	-	-	-	-
Maintenance Equipment - FA	98,628	74,494	119,090	131,000	41,000
Total Capital Outlays	$ 592,516	$ 410,257	$ 284,204	$ 325,200	$ 175,575
Total Expenditures	$ 3,163,326	$ 3,108,526	$ 1,989,156	$ 3,271,711	$ 3,133,812

GENERAL FUND: Police

The Police Department protects and serves the Conservation District's site users, as well as protects all the natural resources, property, and infrastructure that the Conservation District owns or manages. Having a frequent and highly visible police presence is an absolute necessity in deterring undesirable and criminal behavior from sites, trails, and natural areas; the majority of which are far from populated areas and out of public view. The public's use of the Conservation District's sites, even in the most remote natural areas, by individuals of all ages, genders, and abilities, and families with young children, at all hours of the day, is a testament to both the need for and the effectiveness of the Conservation District's Police Department.

Similar to the McHenry County Sheriff's Deputies or Municipal Police Officers, the Conservation District's Police Officers are fully sworn law enforcement officers, with the power to make a criminal arrest under Illinois state law and a duty to protect and serve residents of McHenry County. They deal with the same responsibilities and challenges as any county or municipal police officer, some of which include interacting with people behaving irrationally due to alcohol or drugs, confronting and arresting criminals, securing crime scenes, and preserving evidence for prosecution. However, there are also some distinct differences between the responsibilities of the Conservation District's law enforcement personnel and a traditional municipal police officer. Some of these differences include the following: Conservation District police officers place a stronger emphasis on compliance rather than sanctions. They have an active role in education and interaction with site users and serve as ambassadors for the Conservation District. They excel at protecting natural resources (as well as people and property). Conservation District Officers are integral to the success of many Conservation District programs. Officers must remain proficient in a variety of specialized equipment and tactics to serve the public and ultimately keep them safe.

The Conservation District's Police Department is well integrated with the McHenry County Sheriff's Office, as well as other municipal departments and regional emergency response agencies. The Department provides outside assistance and expertise to other departments when requested and serves on the Special Weapons and Tactics (SWAT) Team and McHenry County Gang Task Force. This integration, collaboration, and cooperation ensures the most efficient use of tax-payer resources. As the FY 2027 Budget illustrates, the Conservation District provides this highly effective, well trained, and invaluable County resource at a cost substantially lower than other local and regional law enforcement agencies. It cannot be emphasized enough that policing in a recreational setting is distinctly unique. McHenry County residents retreat to the outdoors to relax and let their guard down from the stresses of life. Police officers need to be highly present within Conservation District sites not only as ambassadors, but to ensure site users do not become victims.

The Police Department is part of the Operations, Planning and Public Safety Division and consists of twelve full-time employees, including eight Officers, two Sergeants, one Administrative Assistant, and one Chief. Due to the small size of the department, the two Sergeants fulfill both the responsibilities of a regular Patrol Officer as well as the supervisory and administrative responsibilities traditionally associated with a Sergeant position.

The following schedule shows the budgeted employee full-time equivalents (FTE's) within the Police Department for the five most recent fiscal years:

Police Department	FTEs FY2023	FTEs FY2024	FTEs FY2025	FTEs FY2026	FTEs FY2027
Police Chief	1.0	1.0	1.0	1.0	1.0
Sergeant	2.0	2.0	2.0	2.0	2.0
Officer	8.0	8.0	8.0	8.0	8.0
Administrative Coordinator	1.0	1.0	1.0	1.0	1.0
Total full time equivalents	12.0	12.0	12.0	12.0	12.0

The Police Department operates from the Brookdale Administrative Offices in Woodstock. One satellite facility is located at Glacial Park and is used for equipment. Officers are on duty seven days a week and cover 18 of 24 hours each day, including most holidays. The Police Department focuses on proactive patrols to deter unfavorable incidents before they become a problem. This is accomplished through timely investigations of incidents and constant evaluation of problematic areas.

STRATEGIC PLAN ALIGNMENT
Recent Accomplishment - FY 2026 Goals

Strategic Priority	*Accomplishment, Initiative/Tactic*
1.0 HEALTHY LANDSCAPES, PEOPLE & WILDLIFE	• Continued efforts to make officer wellness a part of the Police Department's culture. Expanded program Districtwide, offering wellness initiative opportunities to other staff from other divisions. • Planned and executed Second Annual Fall Color Motorcycle Ride with approximately 50 participants. • Worked closely with Land Preservation and Natural Resources to continue to ensure our public hunting program is managed and implemented with a focus on safety for both participants and site users. • Continued to grow and strengthen our partnership with volunteers in the Safety Watch Educational & Environmental Program (S.W.E.E.P.), program. • Held two "introduction to volunteering" events, attended retirement fair at Algonquin Public Library. • Continued partnership with McHenry County Sheriff's Office for the Police Social Worker Program allowing police to provide a higher level of service for people with mental health crises. Also, utilizing this resource for our team as an additional wellness resource.
2.0 VISITOR EXPERIENCE	• Continued to participate in the Park District Risk Management Agency's Park Police Program to address law enforcement risk. • Worked closely with other divisions to ensure site users had safe, high-quality experiences on Conservation District sites. Permit group issues were resolved through cooperative efforts of divisions. • Participated in "Shop with a Cop" initiatives working on building police/community trust with underserved populations.

	• Participated in several community presentations including Boy Scouts and schools advocating and educating the next generation on the importance of conservation efforts in McHenry County. • Actively engaged in community outreach programs and activities to ensure people perceive Conservation District properties as safe and inviting. • Worked closely with the Education Department to offer police summer camp and hunter safety opportunities utilizing police staff as instructors and building police-community relations. • Participated in "National Night Out", along with several school events and other community events, continuing to work on building police-community relations. • Presented at McHenry County College, speaking with Criminal Justice students on open space law enforcement; several students who showed special interested rode along with officers.
3.0 ORGANIZATIONAL EXCELLENCE	• Maintained Illinois Law Enforcement Accreditation (ILEAP) Accreditation. (3.10C) • Joined the McHenry County Regional Training Center to assist in meeting state training mandates. (3.7) • Offered certified First Aid/CPR courses to meet state mandates; two staff member instructors were certified through the Illinois Training and Standards Board. (3.7) • Maintained a specialized training program, exceeding state mandates in topics including but not limited to Use of Force, Firearms, and de-escalation tactics—ensuring officers are highly trained and always prepared. (3.7) • Continued to create a more robust and cooperative relationship with Illinois Department of Natural Resources, working cooperatively to protect Illinois natural resources through responsible and proactive enforcement efforts. • Continued to recognize efficiency in operations using a 10-hour schedule allowing for more officers to be on duty during our heaviest call volume times and realizing a continued reduction in sick time usage for police staff. • Utilized security cameras including license plate reader technology at highly visited sites to provide additional protection to our sites using virtual technology. • Continued education campaign on electric device use on MCCD properties. Served as a liaison to area agencies looking to address the rise in use of electric devices. • Two officers are serving on the Illinois Park Law Enforcement board, including President and Training Coordinator. • Administrative Coordinator renewed/maintained Freedom of Information Act Certification, responded to several requests. (3.7)
OTHER	• Added an electric patrol bicycle to fleet, increasing efficiency and visibility in patrols.

McHenry County Conservation District

Looking Ahead - FY 2027 Goals
Funds in this year's budget will provide ongoing proactive and site user interactive patrols for the Conservation District, officer training and education, and for additional equipment to assist the Department to identify remote illegal activities and/or problematic areas.

Strategic Priority	*Initiative/Tactic*
1.0 HEALTHY LANDSCAPES, PEOPLE and WILDLIFE	• Expand the use of camera and virtual monitoring technologies to enhance police operations. Enhance current initiatives supporting the Safety Watch Educational & Environmental Program (S.W.E.E.P.), volunteer program.
2.0 VISITOR EXPERIENCE	• Continue participation and implementation of popular education and outreach programs: National Night Out, Hooked on Fishing, Police Camps and Hunter Safety Education classes; and explore additional opportunities for community engagement.
3.0 ORGANIZATIONAL EXCELLENCE	• Explore a Community Service Officer (CSO) civilian, non-sworn position. (3.4) • Continue to meet and exceed state mandates by training on topics that include but are not limited to: Use of Force, Firearms, and de-escalation tactics. (3.7) • Continue to explore opportunities to use technology and build partnerships to assist us in achieving our mission while potentially realizing long-term cost savings. • Empower supervisory staff with greater responsibility and allow the autonomy to make decisions at a higher level and seek leadership training, preparing them for opportunities in the future. (3.4B, 3.7)
OTHER	• Seek grant funding for an electric off-road patrol motorcycle.

McHenry County Conservation District

General Fund- Police
Annual Budget - Fiscal Year 2027

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Personnel					
Salary	340,692	373,344	179,206	359,051	369,813
Hourly	656,114	746,654	336,741	718,162	744,075
Seasonal Wages	1,902	1,731	349	-	-
Overtime	29,772	43,861	23,917	40,000	41,160
Employer FICA	75,732	85,561	39,452	82,048	84,827
IMRF Pension	95,830	101,100	46,428	96,080	99,334
Employee Insurances	193,466	212,052	108,282	237,604	248,603
Total Personnel	$ 1,393,508	$ 1,564,303	$ 734,375	$ 1,532,945	$ 1,587,812
Other Operating Expenses					
Mileage Reimbursement	322	134	-	200	200
Meetings	755	230	374	600	600
Employee Relations	459	927	136	625	640
Office Supplies	646	739	271	650	650
Computer Hardware & Supplies	15,131	12,320	15,785	22,800	19,575
IT Software Licensing & Maint	4,442	5,584	4,981	6,466	18,743
Printing	1,699	812	417	1,000	1,000
Dues & Subscriptions	4,301	3,766	1,695	4,510	4,510
Education & Training	6,631	5,097	3,353	13,510	13,510
Uniforms	5,732	6,487	1,799	5,225	5,527
Office Equip Rental & Maint	186	190	87	600	600
Office Furn & Equip Expense	545	776	153	800	800
Employment Expense	4,249	478	2,385	3,500	3,500
Contractual Services	5,667	3,600	2,225	3,920	4,660
IT Support Services	9,334	3,029	963	5,614	5,614
Library	186	250	-	250	250
Security & Safety Equipment	9,812	16,452	6,715	15,100	16,700
Officer Equipment	22,850	22,896	7,266	24,000	15,000
Uniforms & Equipment	6,014	3,600	2,244	6,400	5,100
Security Vehicle Supplies	6,966	4,973	1,090	4,400	4,400
Communication Equip Exp	5,012	-	-	8,400	9,000
Communication Equip Maint	38,768	48,817	29,590	53,699	55,424
Safety Training	5,554	6,110	1,579	9,500	9,500
Bike Patrol	446	121	313	800	800
Utilities	11,112	10,635	3,835	16,000	11,516
Waste Disposal	76	80	40	100	116
Bldg Maintenance	17	-	-	-	-
Vehicle Maintenance	9,919	14,143	5,330	15,000	12,776
Gas, Grease & Oil	42,090	39,659	17,327	45,000	41,074
Total Other Operating Expenses	$ 218,921	$ 211,905	$ 109,953	$ 268,669	$ 261,785

McHenry County Conservation District

General Fund- Police
Annual Budget - Fiscal Year 2027

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Capital Outlays					
IT & Computer Related	-	6,950	-	-	10,000
Vehicles	157,849	165,878	3,046	16,000	73,500
Total Capital Outlays	$ 157,849	$ 172,828	$ 3,046	$ 16,000	$ 83,500
Total Expenditures	$ 1,770,278	$ 1,949,036	$ 847,374	$ 1,817,614	$ 1,933,097

McHenry County Conservation District

GENERAL FUND: Land Preservation & Natural Resources

The primary focus of the Land Preservation and Natural Resource (LPNR) Division is the protection, inventory, and management of natural and cultural resources of county-wide significance. The land protection section of the division is responsible for the coordination of land acquisitions, agreements and processes integral to the District's preservation and stewardship of real property. The restoration ecology section reconstructs, restores and maintains the agency's natural areas. The conservation ecology section conducts inventories, research, and maintains data to inform and guide management efforts and advance scientific discovery. Management of natural resources involves restoring natural ecological function, structure, and vegetative composition to Conservation District lands. The Farm Program, Hunting Program, Wildlife Resource Center, and Cultural Archives Program are also managed by the LPNR Division staff.

There are seventeen (17) full-time staff members in the LPNR Division funded within the General Fund and an additional four (4) full-time and two (2) part-time employees funded within the Natural Resources Special Revenue Fund. In addition, the General Fund finances five (5) LPNR seasonal positions.

The administrative staff is comprised of the Director of Land Preservation and Natural Resources, Restoration Ecology Manager, Conservation Ecology Manager, Land Administration & Preservation Manager and an Administrative Assistant. The administrative staff are located at the Lost Valley Visitor Center.

The conservation ecology team consists of a full-time Plant Ecologist, Wildlife Ecologist, Working Lands Ecologist, Research Ecologist, Systems Analyst, and a Stewardship Ecologist. The conservation ecology team also includes the following employees which are funded within the Natural Resources Management Special Revenue Fund: (1) full-time Habitat Technician (1) part-time Cultural Archivist and (1) part-time Scientific Database Coordinator. The conservation ecology staff are located at the Lost Valley Visitor Center.

The restoration ecology team consists of nine (9) Restoration Ecologists located at two regional shops (Pleasant Valley and Glacial Park Conservation Areas). Six (6) Restoration Ecologists are funded through the General Fund and three (3) within the Natural Resources Management Special Revenue Fund.

The Wildlife Resource Center falls within the LPNR Division but maintains a separate budget and facilities with a full-time Wildlife Resource Center Manager, a full-time, and part-time staff member at the center.

McHenry County Conservation District

The following schedule shows the employee full-time equivalents (FTE's) within the Land Preservation of Natural Resources Division that are budgeted *within the General Fund* for the five most recent fiscal years:

Land Preservation & Nat. Resources	FTEs FY2023	FTEs FY2024	FTEs FY2025	FTEs FY2026	FTEs FY2027
LPNR Director	1.0	1.0	1.0	1.0	1.0
Natural Resource Manager	1.0	0.0	0.0	0.0	0.0
Conservation Ecology Manager	0.0	1.0	1.0	1.0	1.0
Natural Resources Project Coord.	1.0	0.0	0.0	0.0	0.0
Restoration Ecology Manager	0.0	1.0	1.0	1.0	1.0
Land Administration & Preservation Manager	1.0	1.0	1.0	1.0	1.0
Research Ecologist	1.0	1.0	1.0	1.0	1.0
Restoration Ecologist I	6.0	6.0	6.0	6.0	6.0
Plant Ecologist	1.0	1.0	1.0	1.0	1.0
Wildlife Ecologist	1.0	1.0	1.0	1.0	1.0
Working Lands Ecologist	1.0	1.0	1.0	1.0	1.0
Administrative Assistant	1.0	1.0	1.0	1.0	1.0
Systems Analyst	1.0	1.0	1.0	1.0	1.0
Stewardship Ecologist	0.0	0.7	1.0	1.0	1.0
Volunteer Coordinator	0.7	0.0	0.0	0.0	0.0
Seasonals	0.7	0.7	0.9	1.2	1.5
Total full time equivalents	17.4	17.4	17.9	18.2	18.5

STRATEGIC PLAN ALIGNMENT
Recent Accomplishment - FY 2026 Goals

Strategic Priority	*Accomplishment, Initiative/Tactic*
1.0 – HEALTHY LANDSCAPES, PEOPLE & WILDLIFE	• Protected additional natural lands and waters including oak woodlands at Marengo Ridge and wetlands at Exner Marsh through gift agreements, as well as oak woodlands for the Big Foot Woods Oak Legacy Project through grant and funding assistance coordinated by MCCF. (1.1D) • Completed the bi-state Competitive State Wildlife Grant Project, "Improving Open Landscapes to Benefit Federally Endangered Rusty-Patched Bumblebee and other SGCN in Southeast Wisconsin and Northeastern Illinois" restoring and enhancing 115 acres of habitat in McHenry County. (1.2) • Completed an additional 150 acres of native prairie seeding as part of the OLT grant grassland restoration initiative at Coon Creek Conservation Area. To date, native prairie reconstruction occurred on 520 of 835 total project acres. (1.2A) • Planted 760 native trees and shrubs at four District sites, as well as 90,000 acorns at three District sites, through the Big Woods effort (1.2) which included an accessible (2.1) Big Woods Public Reforestation effort of 430 trees and shrubs on 12 acres at Coral Woods Conservation Area. • Continued to support the agricultural economy by providing diversified agricultural opportunities for rental of approximately 4,100 +/- acres of row crop, 300 +/- acres of grazing and 425 +/- acres in the Joint Grassland Venture Haying Program. • Collaborated with Illinois Department of Natural Resources on translocation of State-Threatened mottled sculpin (*Cottus bairdii*) to a District restoration site as part of the recovery plan for this species. (1.3D) • Concluded third year of bumblebee surveys providing baselines for 29 sites and confirming the presence of the Federally Endangered rusty-patched bumblebee (*Bombus affinis*) on 20 District Sites. (1.3D) • Conducted research to improve oak woodland reforestation techniques through direct seeding of acorns towards improved conservation outcomes and efficiency. (1.3D) • Collected and processed over 4,500 lbs. of native seeds from District for use in District restoration efforts supplementing purchased seed and improving the efficiency of the District's seeding efforts. (1.3D) • Laurie Ryan, Plant Ecologist, served as Co-Chair of the Chicago Wilderness Alliance Excellence in Ecological Program (EERP) Commission. (1.7B) • Conservation Ecology Manager Dr. Zachary Cannizzo and Working Lands Ecologist Brenna Ness served on the Chicago Wilderness Alliance Climate Action Committee. (1.7B) • Continued strategic land protection partnerships with the McHenry County Conservation Foundation, U.S. Fish and Wildlife Service, Openlands, The Land Conservancy of McHenry County, The Conservation Fund and the Hackmatack Land Protection Partnership.(1.7C)

	• Collaborated with Openlands and Friends of Hackmatack NWR to complete wetland ecological restoration on adjoining parcels including ditch closure and stream re-meander as part of Phase 5 Nippersink Creek restoration on District land. (1.7C). • Completed climate policy mitigation, adaptation, and vision statements to plan for and address the impacts of climatic variations on nature and human communities (1.1G) consistent with McHenry County Board-adopted Water Resources Action Plan recommendations (11/17/2020).
2.0 – VISITOR EXPERIENCE	• Continued to provide multiple educational opportunities for the public to interact directly with District staff and learn from their expertise (2.3E) • Created the "Botany Buddies" volunteer program to provide volunteers the opportunity to participate in the botanical re-inventory of District sites (2.3E) • Hosted the second Native-Led Climate Conversations at the Pleasant Valley Bison Ranch to bring together Indigenous and non-Indigenous land stewards to discuss the ways we work together to combat climate change (2.4C) • Partnered with Indigenous Communities to host Veteran's Event, Cultural Harvest Day, Welcome Winter, Bison Observation, Native Art Display, and participated in outreach at the SoARRING Foundation to advance conservation (2.4C) • Completed a faith community reforestation project with Faithbridge to encourage stewardship through faith traditions (2.4D)
3.0 ORGANIZATIONAL EXCELLENCE	• Hired two Stewardship and Outreach seasonals providing professional development and supporting ongoing programing, new partnerships, and an enhanced emphasis on bilingual programing. (3.0) • Developed an introduction database leading to streamlined and improved planning, execution, and data analysis of planting and seeding projects on District lands (3.3) • Achieved a Platinum level Excellence in Ecological Restoration Award from the Chicago Wilderness Alliance for ecological stewardship efforts at High Point Conservation Area (3.10D)

Looking Ahead - FY 2027 Goals
Funds in this year's budget support the reintroduction of native species, biological monitoring, and the ongoing maintenance and ecological management of prairie, wetland and woodland natural areas, wetland mitigation sites and agricultural lands.

Strategic Priority	*Initiative/Tactic*
1.0 HEALTHY LANDSCAPES, PEOPLE and WILDLIFE	• Continue to act on emerging opportunities for land protection partnerships with other conservation organizations and agencies to preserve and manage high quality natural areas, wetlands, floodplain areas and remnant oak ecosystems. (1.1D) • Continue to identify and acquire tax delinquent floodplain parcels along streams and in flood prone areas through the McHenry County tax sale program to further reduce the impacts of flooding within the county. (1.1D) • Continue to work with McHenry County as a partner in the IEMA Flood Hazard Buyout Program to purchase and demolish flood prone properties along Nippersink Creek and convert such areas to public open space. (1.1D)

	• Identify opportunities to further incorporate, advance, and implement climate change adaptation, resilience, and mitigation actions through resource management to improve the resilience of the natural and human communities of McHenry County (1.1G) consistent with McHenry County Board-adopted Water Resources Action Plan recommendations (11/17/2020) • Initiate native prairie reconstruction on an additional 155 acres as part of the 835-acre OLT grant grassland restoration initiative at Coon Creek Conservation Area. (1.2A) • Complete and present new classification system for rating ecosystem service benefits from lands in varied stages of ecological management. (1.2D) • Continue to collaborate with Illinois Department of Natural Resources on translocation of State-Threatened mottled sculpin (*Cottus bairdii*) to a District restoration site as part of the recovery plan for this species. (1.3D) • Dedicate additional high-quality sites that qualify for the Illinois Nature Preserves program. (1.4A) • Obtain approval from the U.S. Army Corps of Engineers to close out the School Springs Wetland Mitigation Bank and to initiate a new Mitigation Bank at Kishwaukee Corridor Conservation Area. (1.5A) • Conduct hydrological restoration at Boger Fen, if grant funds received. (1.5A) • Continue to provide technical assistance for land preservation and management efforts through the Hackmatack National Wildlife Refuge Land Protection Partnership. (1.7C) • Expand efforts to reforest portions of Conservation District sites through the Big Woods Program. (1.0) • Continue to work with other units of government, non-governmental organizations, the farm community and private citizens to further the work of conservation across the county through cooperative partnerships, inter-governmental agreements and grant applications. (1.7)
2.0 – VISITOR EXPERIENCE;	• Continue to foster, develop, and expand relationship with Indigenous partners through expanded programing, activities, and partnership opportunities. (2.4C) • Continue strategic partnerships with Faithbridge to encourage resource stewardship through faith traditions. (2.4D)
3.0 ORGANIZATIONAL EXCELLENCE	• Participate in the organization's Forward to 2040 Comprehensive Conservation Plan with a Vision to 2071. (3.1A)

McHenry County Conservation District

General Fund- Land Preservation & Natural Resources
Annual Budget - Fiscal Year 2027

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Personnel					
Salary	1,122,407	1,240,930	796,989	1,334,212	1,378,844
Hourly	126,523	108,173	38,879	136,157	140,254
Part Time	-	-	15,130	-	-
Seasonal	15,915	24,378	45,490	40,080	52,680
Overtime	1,072	704	60	2,018	2,076
Employer FICA	91,089	99,002	64,250	111,076	115,584
IMRF Pension	117,290	118,601	73,849	126,625	130,821
Employee Insurances	282,773	297,275	164,137	288,621	326,825
Total Personnel	$ 1,757,069	$ 1,889,063	$ 1,198,784	$ 2,038,789	$ 2,147,084
Other Operating Expenses					
Meetings	9	-	-	-	-
Employee Relations	1,540	1,231	416	1,560	1,560
Office Supplies	2,853	2,899	950	3,300	3,300
IT/Computer hardware & supplies	14,159	6,409	5,782	8,700	10,625
IT Software Licensing & Maint	9,126	21,020	25,371	28,862	33,765
Postage	1,062	1,019	426	960	959
Dues & Subscriptions	-	-	-	50	50
Nuisance Wildlife Control	6,292	82	201	200	10,200
Hunting Supplies	4,129	4,360	3,079	4,300	4,300
Legal Notices & Publications	623	364	213	1,290	1,292
Farm Lease Expense	60,457	49,863	31,542	59,410	59,865
Education & Training	9,252	11,261	5,121	7,640	14,040
Uniforms	4,148	4,069	2,472	3,825	4,165
Contractual Services	7,135	4,231	-	5,250	5,250
IT Support Services	11,379	6,272	3,707	11,303	7,907
Safety Supplies & PPE	10,668	7,472	6,115	9,668	9,668
Utilities	27,440	27,151	12,911	29,000	28,933
Waste Disposal	2,533	3,701	2,551	2,500	3,109
Equipment Repairs & Maint	22,265	35,528	19,784	33,600	38,640
Vehicle Repair	15,235	12,026	3,809	15,000	12,025
Gas, Grease & Oil	38,426	31,132	19,169	42,000	39,709
Nursery Supplies/Plants/Seeds	49,764	52,602	1,671	51,540	51,540
Stewardship Program	2,268	4,547	3,942	6,130	6,130
Rearing & Reintro Supplies	5,600	5,600	3,517	5,600	5,600
Supplies & Maintenance	18,225	18,912	7,906	18,000	21,000
Herbicide & Invasive Controls	41,991	46,142	4,998	36,000	27,732
Restoration Mgmt Equipment	8,975	2,638	8,625	8,550	3,820
Restoration Programs	2,550	4,075	4,917	6,550	3,100
Appraisals & Surveys	3,657	16,971	8,164	21,280	16,300
Total Operating Expenses	$ 381,761	$ 381,577	$ 187,359	$ 422,068	$ 424,584

McHenry County Conservation District

General Fund- Land Preservation & Natural Resources
Annual Budget - Fiscal Year 2027

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Capital Outlays					
Office Furn & Equip - FA	6,659	-	-	-	-
Building Improvements - FA	-	-	17,460	20,000	-
Vehicles & Trailers - FA	3,414	173,612	74,775	82,000	-
Restoration Equipment - FA	19,242	67,921	17,108	28,000	45,700
Total Capital Outlays	$ 29,315	$ 241,533	$ 109,342	$ 130,000	$ 45,700
Total Expenditures	$ 2,168,145	$ 2,512,173	$ 1,495,485	$ 2,590,857	$ 2,617,368

GENERAL FUND: Education Services

The Education Services Department develops and delivers natural and cultural history programs for the general public, community organizations, and schools; develops and delivers outdoor recreation opportunities; provides self-directed educational materials; and manages two educational facilities. The Department's educational programs support the Conservation District's mission by facilitating interactions in and with the natural world, increasing understanding of the overall significance of the county's natural and cultural resources, building awareness and encouraging public involvement in the solution of environmental problems.

Education Services is part of the Marketing and Education Division and consists of: seven full-time positions; four part-time staff members who work daily at the Lost Valley Visitor Center; spring and fall seasonal program leaders to assist with special events, public programs, and school field studies; and eight summer seasonal program leaders to work summer day camps and other summer programs and events. (The expenses related to the part-time staff who work at the Lost Valley Visitor Center are included in the Lost Valley Visitor Center's operating budget and are not part of the Education Services budget.) Two Education Program Coordinators are based at each one of the education facilities: Prairieview Education Center in Crystal Lake and the Lost Valley Visitor Center in Richmond. The Education Services Manager and Administrative Assistant are headquartered at Prairieview Education Center and the Community Education Coordinator has an office at the Lost Valley Visitor Center.

The following schedule shows the budgeted employee full-time equivalents (FTE's) within the Education Services for the five most recent fiscal years:

Education	FTEs FY2023	FTEs FY2024	FTEs FY2025	FTEs FY2026	FTEs FY2027
Education Services Manager	1.0	1.0	1.0	1.0	1.0
Education Program Coord. II	1.0	1.0	1.0	1.0	1.0
Education & Visitors Services Coord.	1.0	1.0	1.0	1.0	1.0
Education Program Coord. I	2.0	2.0	2.0	2.0	2.0
Community Education Coord.	1.0	1.0	1.0	1.0	1.0
Administrative Assistant	1.0	1.0	1.0	1.0	1.0
Information Desk Attendant	0.1	0.1	0.1	0.1	0.1
Seasonals	2.3	2.3	2.3	2.3	2.3
Total full time equivalents	9.4	9.4	9.4	9.4	9.4

McHenry County Conservation District

STRATEGIC PLAN ALIGNMENT
Recent Accomplishment - FY 2026 Goals

Strategic Priority	*Accomplishment, Initiative/Tactic*
2.0 VISITOR EXPERIENCE	• In the month of October, the Hallowoods program was sunsetted and the fall theme expanded offering various evening programs under the umbrella of “Nocturnal Nights” with programs selling out with waitlists. (2.0) • Great Outdoors Beer Trail grew in capacity with 1,224 tickets sold ($48,644 in revenue after fees & hard expenses) and 24 craft brew vendors for participants to enjoy. Additional changes were implemented to increase efficiency and satisfaction including streamlined setup procedures, quicker entry processes, Untappd app integration, and dissemination of a post event survey. (2.1B, 2.3) • Updating Prairieview Education Center’s welcome experience with new lobby furniture. This furniture will be temporary with permanent furniture coming in the next fiscal year. The temporary furniture will then be shifted outdoors providing comfortable close to nature seating. (2.1B, 2.3) • As of October 2025, there were over 350 visitors at the Prairieview Education Center this fiscal year. This number includes several homeschool groups that use the space on days the Education Center is not open to the public. (2.1B, 2.3) • Lost Valley Visitor Center is refreshing the Sandhill Study shifting layouts and integrating new resources to enhance the visitor experience for guests of all ages. (2.1B, 2.3) • Lost Valley Visitor Center continues to be a popular destination for new and returning visitors. As of October 2025 more than 5,000 people have visited this fiscal year. (2.1B. 2.3) • Summer Camp season offered 19 different sessions of camps and hosted 419 campers. (2.3) • In partnership with the Foundation and IT, a feature was implemented that invites families to add a donation when registration for summer camp to help offset costs for future camp families. (2.3) • From April 2025 – October 2025, onsite Field Study school programs provided to 4,150+ students and teachers in addition to 850+ students and teachers in ‘in school’ School Outreach programming. (2.3) • Spring, Summer, and Fall seasons offered more than 90 public and guided program opportunities, reaching more than 1,300 participants. (2.3) • Partnership with the Foundation continues with the successful approval of support with Summer Camp scholarships, Artist in Resident program funds, and a new Amazon Wishlist platform for the public to donate program supplies for Education. (2.3) • Community Outreach, including participation in local events like the McHenry County Fair, Family Health’s Pedalpalooza, and the National Alliance on Mental Illness’s (NAMI) Mental Health Walk, reached over 2,600 people (as of October 2025). (2.3D)

	• Festival of the Sugar Maples Fiscal Year 2026's goal is to align to and exceed fiscal year 2025 attendance totals of 1,386 and merchandise sales of $3,427. (2.3, 2.3F) • Furthering partnerships that increase nature accessibility, community connections were made with the Northern Illinois Special Recreation Association and the Pioneer Center to provide monthly experiences at the District for their adult clients. (2.3A, 2.6) • Monthly Powers-Walker House programs have engaged with over 450 people since April 2025-October 2025. (2.3F) • Participated in hosting fishing and paddling activities for the County, District, and Foundation Boards during the joint Hollows reopening event demonstrating the site's newly renovated accessible features. (2.3A) • To further our high customer service standards, a new call tracking system has been implemented including monitoring frequency and topic types to inform refined standard operating procedures. • Text-based messaging was introduced to inform mailing lists of opportunistic 'Seize the Day' programming. • Overall revenue is on track to exceed projections due to successful summer camp programs and increased attendance, and slight ticket price increase at The Great Outdoors Beer Trail. (2.3) • New and updated emergency response plans have been created for events and plans for updates of transportation waivers are underway. • Refreshing and creating Education foundational manuals are in progress. (2.0)
3.0 ORGANIZATIONAL EXCELLENCE	• Education is represented in various internal and external committees and groups. Internal committees include Safety, Recognition, Diversity Equity & Inclusion, and Employee Engagement. External committee participation includes Chicago Wilderness Alliance, Mobilizing Action through Planning & Partnerships (MAPP) – Active Communities Working Group, Conversacion de Conservacion, and Wild Things conference planning, just to name a few. (2.6, 3.7A) • Continued participation in workshops, certifications, and training programs, including Risk Management, Mandated Reporter, Mental Health, Leave no Trace, and International Society of Arboriculture Arborist certification. (3.7) • Assisted with District Volunteer applications and orientations in addition to leveraging volunteer support for programs and events. Education volunteers were also invited to enriching experiences during quarterly connections featuring nature and mission-based topics and activities. • Staff participated in and presented at national conferences. Education Coordinator Mulvenna attended and presented at the Children & Nature Network's Nature Everywhere conference. Community Education Coordinator Kustra attended the National Association of Interpretation annual conference. Several members of Education attended the Mid-West's Wild Things conference. (3.7) • Plans are in process to close out the Active Network (ActiveNet) registration system moving all registrations over to a new platform called Amilia. (3.9)

	• Produced Annual Department Report and presented to board. (3.7) • Created and began to implement a 2-year Marketing & Education Division Plan (first Education Plan for the District). (3.7)

Looking Ahead - FY 2027 Goals
Funds in this year's budget support ongoing school field trips and outreach, public programs, community outreach, special events and interpretive services.

Strategic Priority	*Initiative/Tactic*
2.0 VISITOR EXPERIENCE	• Explore ways to provide Continuing Education Credits to teachers. (2.0) • Investigate and obtain a set of new and permanent furniture for Prairieview Education Center's public lobby. (2.1B) • Identify and implement ways to streamline and refresh current program menu offerings, including consolidation of the School Outreach menu and shifting away from a single-day Earth Day event to various Earth Month programs. (2.3) • Build on the success of The Great Outdoors Beer Trail continuing to increase capacity and enjoyment. (2.3) • Standardize lesson plan templates and storage across programs and facilities. (2.3) • Explore new and advanced programming enhancements for High School students (in and out of school time). (2.3) • Create and implement a comprehensive evaluation plan for all programs and experiences for the District's menu of Education offerings. (2.3, 2.5) • Strategize community outreach engagement approaches that span both breadth and depth from tabling events to customized programs to co-authored projects. (2.3A, 2.3D) • Grow Artist in Residency program, infusing donor community engagement and creative expansion ideas. (2.3G) • Investigate identification and implementation of a future customer service software. • Establish a revised and reimagined set of guiding principles and standards for program mapping and development. (2.0)
3.0 ORGANIZATIONAL EXCELLENCE	• Continued involvement and participated in national environmental education networks and conference, including the North American Alliance of Environmental Education (NAAEE). (3.7) • Create a Professional Development plan to support department specific needs to continue to advance programs and staff. Plan will include a catalog of professional development opportunities, required trainings, request forms, individual tracking, and knowledge share mechanisms. (3.4, 3.7) • Create tools to strengthen communication across District departments to build awareness of Education programming but also identify synergies, opportunities, resources needs and avenues for cross-department and collaboration. (3.7A) • Implement and maximize new registration software for both public programs/events and school programs. (3.9)

	• Begin to develop next Marketing/Education Plan based off the Forward to 2040 Comprehensive Conservation Plan with a Vision to 2071 (at the end of next fiscal year). (3.7)

McHenry County Conservation District

General Fund- Education
Annual Budget - Fiscal Year 2027

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Personnel					
Salary	381,886	392,187	255,395	425,436	436,709
Hourly	49,358	46,015	33,189	53,144	57,658
Part Time	87	3,587	4,976	2,236	2,286
Seasonal	56,968	67,679	55,756	77,760	78,440
Overtime	987	1,432	491	1,100	1,150
Employer FICA	35,973	37,538	25,836	41,103	42,151
IMRF Pension	39,861	38,057	24,836	41,252	42,614
Employee Insurances	53,427	67,099	48,418	64,582	90,083
Total Personnel	$ 618,547	$ 653,594	$ 448,897	$ 706,613	$ 751,091
Other Operating Expenses					
Mileage Reimbursement	75	302	640	1,500	1,500
Employee Relations	256	864	441	540	825
Office Supplies	1,090	800	317	1,695	1,695
Computer Hardware & Supplies	6,921	3,250	4,715	5,640	2,875
IT Software Licensing & Maint	3,626	4,708	5,615	6,963	8,046
Printing	377	363	-	-	-
Postage	210	10	113	1,495	750
Education & Training	3,170	4,191	2,047	3,600	4,350
Uniforms	1,265	1,297	933	1,745	1,955
Office Equip Rental & Maint	2,160	1,944	452	-	-
Office Furn & Equip Exp	9	528	270	1,700	2,000
Contractual Services	12,265	15,642	8,433	17,220	19,800
IT Support Services	4,882	2,485	1,125	4,089	4,089
Materials & Displays	1,690	1,164	757	3,770	3,770
A/V Equipement & Supplies	-	286	15	-	-
Library	203	26	182	770	770
School Services	669	291	228	2,200	2,200
Workshops & Programs	34,065	37,279	27,932	35,350	38,300
Utilities	24,856	19,577	11,679	28,000	23,406
Waste Disposal	470	558	435	550	1,610
Bldg Maintenance	10,728	-	-	-	-
Vehicle Maintenance	1,823	2,407	1,319	1,000	2,715
Gas, Grease & Oil	1,655	1,740	780	2,500	1,814
Total Operating Expenses	$ 112,465	$ 99,712	$ 68,428	$ 120,327	$ 122,470
Capital Outlays					
Office Furn & Equip - FA	8,281	-	-	5,000	15,000
Building Improvements - FA	-	-	-	5,000	-
Vehicles & Trailers - FA	-	91,887	43,954	43,000	-
Total Capital Outlays	$ 8,281	$ 91,887	$ 43,954	$ 53,000	$ 15,000
Total Expenditures	$ 739,293	$ 845,193	$ 561,279	$ 879,940	$ 888,561

GENERAL FUND: Planning and Development

The Planning and Development Department is part of the Operations, Planning and Public Safety Division and is responsible for the planning, designing, and implementation of Conservation District green infrastructure for the betterment of public and staff access, enjoyment and recreational uses, while protecting the natural and cultural features of McHenry County. The Department prepares all Site Improvement Plans and Master Plans that guide the logical development, use, management and acquisition of Conservation District lands and resources. The Planning and Development Department staff utilize a systematic, collaborative process involving Board of Trustees, stakeholders, public, and staff. Each plan presents a thorough inventory and analysis of pertinent data relating to regional and site conditions, resources, and programs as well as implementation strategies for physical development and resource management. This thoughtful and science-based method: ensures proposals for future actions are formulated, reviewed, revised, and approved consistently; gives opportunity to predetermine the ultimate level of facility and program development; and serves as an official guideline to be followed in future years. Execution of all Site Improvement Plans and Master Plans is another primary responsibility of the Department of which involves preparations of design plans and specifications for construction projects. The Planning and Development Department manages these capital improvement projects from beginning to end in phases, and includes designing, engineering, cost estimating, permitting, bidding, prioritizing, and directly overseeing all aspects of construction.

The Planning and Development Department consists of one full-time Planning & Development Manager, one Senior Landscape Architect and one Landscape Architect II. The Planning & Development Offices are housed within Brookdale Administrative Offices. The Department has an extensive knowledge base of natural resource and public open space planning and design to envelop all 35 Conservation District sites, five (5) Regional trails and approximately 25,800 acres of protected conservation land.

The following schedule shows the budgeted employee full-time equivalents (FTE's) within the Planning and Development Department for the five most recent fiscal years:

Planning	FTEs FY2023	FTEs FY2024	FTEs FY2025	FTEs FY2026	FTEs FY2027
Planning & Development Manager	1.0	1.0	1.0	1.0	1.0
Senior Landscape Architect	1.0	1.0	1.0	1.0	1.0
Landscape Architect II	1.0	1.0	1.0	1.0	1.0
Total full time equivalents	3.0	3.0	3.0	3.0	3.0

McHenry County Conservation District

STRATEGIC PLAN ALIGNMENT
Recent Accomplishment - FY 2026 Goals

Strategic Priority	*Accomplishment, Initiative/Tactic*
1.0 HEALTHY LANDSCAPES, PEOPLE & WILDLIFE	• Completed Glacial Park, ComEd Avian Collision Mitigation Plan. (1.0) • Updated and presented Land Protection Priorities including public access/trail connections and outdoor recreational land needs. Staff from both OPPS and LPNR met in August to discuss this concept. Planning staff identified approximately a half dozen concepts, some parcel specific, which would enhance site access or public recreation. Only two of those concepts were not already included in the existing land protection boundaries. In addition, staff drafted some language which can be incorporated next time the land protection plan is updated. (1.1D)
2.0 VISITOR EXPERIENCE	• Completed Construction of the Hollows, Lake Atwood, Americans with Disabilities Act, Kayak Launch with funding assistance from McHenry County Conservation Foundation and Illinois Department of Natural Resources (IDNR)/ Boat Access Area Development (BAAD) Grant. (2.1, 2.2 – Implement Capital Asset Management Plan (CAMP) projects that enhance quality visitor experience and maximum level of inclusiveness). • Completed Construction of the Hollows, Lake Atwood Accessibility and Trail Improvements with funding assistance from (IDNR)/ Open Space Land Acquisition and Development Grant (OSLAD). (2.1, 2.2) • Completed Construction Phase of the Prairie Trail – section through Sterne's Woods (Illinois Nature Preserve), Crystal Lake, Lorraine to Hillside. (2.1, 2.2) • Completed the first three phases: Site Evaluation, Design and Construction Document Development for the Prairie Trail, Link – section Edgewood to Bull Valley Road, Resurfacing and Improvements project. (2.1, 2.2) • Complete the Design Phase of the Prairie Trail Wayfinding Plan with funding assistance from Illinois Department of Transportation (IDOT) Statewide Planning and Research (SPR) Grant. (2.1, 2.1B, 2.2) • Awarded IDOT/ Local funding for Engineering Phases 1 and 2 for the Hebron Trail, Railroad/ Lange Road Separated Grade Crossing Project. (2.1, 2.2) • Began Construction Phase of the Prairieview Education Center Exterior Stairs Replacement project. (2.1, 2.2) • Began Construction Phase of the Boger Bog Conservation Area Boardwalk and Bridge Repair and Replacement project. (2.1, 2.2) • Began assistance with the Forward to 2040 with a Vision to 2071 Comprehensive Conservation Plan. (2.2) • Completed Demolition and Restoration Phases of the former Pichen Farmstead, at the Hollows Conservation Area. (2.2) • Began the Demolition and Restoration of the Single-Family Residence in Hollows Conservation Area. (2.2)

McHenry County Conservation District

Looking Ahead - FY 2027 Goals
Funds in this year's budget provide support needed to continue addressing identified Capital Improvements.

Strategic Priority	*Initiative/Tactic*
1.0 HEALTHY LANDSCAPES, PEOPLE and WILDLIFE	• Seek Funding for the Second Phase of the ComEd Avian Collision Mitigation Plan. (1.0)
2.0 VISITOR EXPERIENCE	• Continue to seek funding for critical capital infrastructure "Shovel Ready Projects". (2.0) • Complete Construction Phase of the Prairieview Education Center Exterior Stairs Replacement project. (2.1, 2.2) • Complete Construction Phase of the Boger Bog Conservation Area Boardwalk and Bridge Repair and Replacement project. (2.1, 2.2) • Complete the improvements needed for the PT Edgewood to Bull Valley. (2.1, 2.2) • Complete Construction work of several Roadways and Parking Lot Improvements at Brookdale Administrative Offices and Marengo Ridge - Thomas Woods and Group Campground. (2.0) • Continue to develop plans for enhancing public access and recreational opportunities at Fox Bluff Conservation Area. (2.1, 2.2) • Begin to access and update current sites and trails for accessibility and inclusion. This is in progress as part of the Forward to 2040 with a Vision to 2071 project scope. (2.1A) • Begin to seek funding for the Prairie Trail Wayfinding Plan Implementation Phase. (2.1B) • Assist in the process of developing the Forward to 2040 Comprehensive Conservation Plan with a Vision to 2071. (2.2) • Begin Engineering Phases 1 and 2 for the Hebron Trail, Railroad/ Lange Road Separated Grade Crossing Project, funded by IDOT. (2 • Compete the Demolition and Restoration Phases of the Single-Family Residence in Hollows and the Goose Lake Pole Barn. (2.2) • Historic Preservation Initiatives, Stabilize and Maintain Exterior Envelops addressing pressing needs to ensure structural integrity of the District's four (4) Conservation Areas with Historical Sites: Brookdale, Fox Bluff, Glacial Park and North Branch. (2.2) • Awaiting direction for next steps regarding the outcome of "Explore and document the presence of Dr. Martin Luther King Jr. at Pleasant Valley Conservation Area. (2.4F)
3.0 ORGANIZATIONAL EXCELLENCE	• Design, Purchase, Implement Brookdale Office Furniture. (3.0) • Design, Purchase, Implement Prairieview Education Center Furniture. (3.0) • Design, Purchase, Implement Lost Valley Visitor Center Furniture. (3.0)

McHenry County Conservation District

General Fund- Planning & Development
Annual Budget - Fiscal Year 2027

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Personnel					
Salary	272,542	287,704	146,005	297,110	295,755
Employer FICA	20,097	21,160	10,839	21,820	21,720
IMRF Pension	26,366	24,975	12,556	25,552	25,435
Employee Insurances	37,802	39,540	12,987	41,088	39,163
Total Personnel	$ 356,807	$ 373,379	$ 182,387	$ 385,570	$ 382,073
Other Operating Expenses					
Mileage Reimbursement	1,717	902	68	2,500	2,500
Meetings	-	10	-	-	-
Computer Hardware & Supplies	9,593	5,212	3,441	8,596	16,950
IT Software Licensing & Maint	3,674	6,424	6,339	5,941	6,292
Dues & Subscriptions	2,122	1,455	306	2,000	2,445
Materials For Donation Project	2,621	2,543	3,892	-	-
Education & Training	873	5,651	3,717	11,500	13,500
Uniforms	235	363	236	675	675
Office Furn & Equip Expense	-	-	1,055	1,000	-
Contractual Services	2,425	-	-	-	-
IT Support Services	1,329	626	345	951	951
Site Maint & Improvements	-	-	-	2,000	2,000
Utilities	5,286	4,897	2,349	6,200	5,388
Waste Disposal	76	80	54	100	116
Vehicle	55	236	140	500	179
Gas, Grease & Oil	1,447	1,917	1,247	500	2,030
Planning Supplies	3,003	1,546	698	5,831	4,246
Total Operating Expenses	$ 34,456	$ 31,862	$ 23,887	$ 48,294	$ 57,272
Capital Outlays					
Office Furn & Equip - FA	18,289	-	-	-	-
Safety Equipment- FA	-	-	-	10,000	-
Building Removal, FA	-	-	-	7,000	-
Site Improvements- FA	-	-	312	-	-
Total Capital Outlays	$ 18,289	$ -	$ 312	$ 17,000	$ -

GENERAL FUND: Marketing & Communications

The Marketing & Communications Department serves to promote the Conservation District's mission, foster a positive public image, encourage a greater appreciation for the natural world, promote environmental stewardship, generate awareness and educate the public on Conservation District activities, programs and accomplishments.

The Marketing & Communications Department will utilize a wide variety of marketing and promotional strategies including: developing and printing the quarterly Landscapes magazine; establishing an increased presence on social and digital media; creating deliverables including the District's website, press releases, e-newsletters, site brochures, banners, flyers and site signage; contributing to community outreach and enhancing site-user engagement; and more. The Marketing Department works closely with the Education Team and McHenry County Conservation Foundation to enhance and promote numerous programs and special events, reaching and engaging with new and existing audiences and site users.

The Marketing & Communications Department consists of three full-time staff including a Director of Marketing & Education, Marketing Manager and Marketing Coordinator. The Marketing & Communication Offices are housed within the Brookdale Administrative Offices.

The following schedule shows the budgeted employee full-time equivalents (FTE's) within the Marketing & Communications Department for the five most recent fiscal years:

Communications	FTEs FY2023	FTEs FY2024	FTEs FY2025	FTEs FY2026	FTEs FY2027
Director of Marketing & Education	1.0	1.0	1.0	1.0	1.0
Marketing & Design Coordinator	1.0	1.0	1.0	1.0	1.0
Marketing Manager	1.0	1.0	1.0	1.0	1.0
Volunteer Coordinator	0.5	0.5	0.5	0.0	0.0
Seasonal	0.0	0.0	0.1	0.1	0.2
Total full time equivalents	3.5	3.5	3.6	3.1	3.2

STRATEGIC PLAN ALIGNMENT
Recent Accomplishment - FY 2026 Goals

Strategic Priority	*Accomplishment, Initiative/Tactic*
1.0 HEALTHY LANDSCAPES, PEOPLE & WILDLIFE	• Supported and promoted the overall mission and vision of the Conservation District and McHenry County Conservation Foundation. (1)
2.0 VISITOR EXPERIENCE	• Provided efficient and reliable customer service to the public through answering emails, phone calls, and social media messages. (2.0) • Created, launched and executed a third year of the overwhelmingly successful "Find Your Wild" summer campaign, engaging over 1,000 participants. (2.1B) • Enhanced The Great Outdoors Beer Trail event by designing and producing signage such as maps, brewer information and "Bottle Cap

	Facts", and implementation the Untappd app for attendee interaction and beer list. (2.1B)
3.0 ORGANIZATIONAL EXCELLENCE	• Received the Advancing Trails Award for Trail Promotion and Education for Find Your Wild from international organization American Trails. (3.0) • Created and distributed the 2026 District calendar for partner organizations and vendors and to hand out at visitor centers. (3.0) • Grew e-newsletter subscribers with adjustments to design and created and sent at a regular cadence to keep readers engaged. (3.3) • Continued updates, newsworthiness and relevancy of the Conservation District's and the Conservation Foundation's websites. (3.3) • Engaged with a variety of audiences through different social media platforms using short and longform videos and educational or witty posts. (3.3) • Adjusted design and dissemination of Landscapes magazine to increase efficiency and impact and offering digital options following the page reduction and paper changes decided upon for bid last winter, and implemented in the spring. (3.3) • Ordered and modified designs of brochures and kiosk maps for improved user experience. (3.3) • Maintained consistent web traffic on the District's website through regular and strategic updates, providing users a valuable resource. (3.3) • Increased interdepartmental collaborations by attending more days in the field and more frequent collaborations through quarterly division meetings, quarterly Foundation meetings and regular meetings with interdepartmental working groups. (3.7A) • Director of Marketing and Education Martinez-McWhorter attended Illinois Parks & Recreation Association's (IPRA) annual conference, National Recreation and Parks Association (NRPA) annual conference and Wild Things conference. • Marketing Manager Neubauer and Director Martinez-McWhorter attended PDRMA's Help. The Marketing team attended additional relevant webinars through IPRA and American Trails. (3.7) • Marketing Manager Maddy Neubauer attended her first year of IPRA's Professional Development School and completed a prep course for the Certified Parks and Recreation Professional certificate. (3.7) • Marketing Coordinator Escutia-Arreola serves on the Employee Engagement Committee. Marketing Manager Neubauer serves on the Registration Software Selection Committee (ad hoc), Records Retention and Digital Management System Committee (ad hoc), Information Management Policy Committee (ad hoc), IT Committee, Hunting Committee and Conservation Awards Committee. (3.7A) • Director of Marketing and Education Martinez-McWhorter served as Marketing Director of IPRA Forest Preserve and Conservation Section (3.7B) • Worked cross-departmentally to select and implement new registration software. (3.9A) • Hired and onboarded new Marketing & Design Coordinator (3.04) • Partnered with twelve (12) area libraries on a special "Find Your Wild" themed book list to engage library and conservation area users to read about nature. (3.10)
OTHER	• Promoted the Conservation District via press releases, targeted audience e-newsletters (to 8,700+), a "Welcome Series" email series for new registrants, regularly pull target audiences to promote liked/previously

	attended programs, as well as placed multiple targeted (by activity or geo location) Facebook ads. • Continued to grow the Conservation District's presence on multiple social media channels including Facebook, Instagram, YouTube, and LinkedIn. Facebook followers topped 21,500+ followers with an expected number of views to exceed 5 million this year. In addition, we maintained several Facebook groups where our constituents can converse with like-minded members; these groups include Natural Resources Volunteers, Nature Photography, Fox Club, Cache Your Way, Century Hikers, Sense of Place, Disc Golf, three different hunting groups and Phenology. • Produced Marketing & Education Plan to guide two years and set the foundation for the future following the creation of the Comprehensive Plan. • Coordinated the Conservation District's Customer Relationship Management (CRM) software to establish overall picture of who our constituents are to provide enhanced communication and targeted messaging. Continued utilization to target market programs and events, communicate with over 8,700 e-news subscribers, facilitate the receiving of donations from the foundation, and keep records of volunteers. Continued to train existing and new staff on the software and oversee updates and list maintenance. • Managed the cloud-based digital asset management system for Conservation District photo collections and transitioned to a new DAM for cost savings. • Redesigned the 2024/2025 Teacher's Guide to promote our Education outreach offerings.

Looking Ahead - FY 2027 Goals
Funds in this year's budget support the printing of promotional materials, site brochures and outreach promotional supplies, as well as advertising, signage and special event enhancement and sponsorship package fulfillment to support existing and new special events. Funds also support strategic plan initiatives for the overall Conservation District as well as key projects for other departments and a summer Marketing Intern. The Department also budgets for annual subscriptions/licenses for the Digital Asset Management tool, Customer Relations Management tool, website hosting and domain, stock photography, clipart and any necessary videography services.

Strategic Priority	*Initiative/Tactic*
1.0 HEALTHY LANDSCAPES, PEOPLE and WILDLIFE	• Support and promote the overall mission and vision of the Conservation District and McHenry County Conservation Foundation. (1)
2.0 VISITOR EXPERIENCE	• Improve the website to comply with Web Content Accessibility Guidelines (WCAG) standards and evaluate content. (2.1) • Continue to redesign print collateral (maps, brochures, kiosks) to fit a modernized aesthetic and increase reader clarity. (2.1B) • Analyze opportunities for merchandising to increase brand awareness. (2.3H)
3.0 ORGANIZATIONAL EXCELLENCE	• Increase attendance for Conservation District programs and events, including Festival of the Sugar Maples and The Great Outdoors Beer Trail. (3.0) • Create a standardized onboarding kit for new employees with brand guidelines and standards. (3.3)

	• Further rollout and integrate the digital asset management tool (DAM) for consistent file storage, access, and usage**.** (3.3) • Continue to assess the quarterly Landscapes publication, including mailing scale and content scope. (3.3) • Grow e-Newsletter subscriber base through strategic and creative campaigns. (3.3) • Reach more engaged audiences on social media platforms through strategic content creation and more videos. (3.3) • Assess the suitability of current CRM platforms and explore options that enhance audience segmentation, and integration abilities. (3.3) • Evolve the Find Your Wild summer challenge to become more sustainable and operate on a rolling basis to capture new participants at any time in the year. (3.3) • Continue to pursue opportunities for training and development in marketing, communications, and conservation. (3.7A) • Collaborate with Education on educational outreach deliverables for increased engagement with schools, teachers, and parents before and after outreach visits and Field Studies. (3.7A) • Find innovative ways to reach new audiences such as partnering with a local organization to provide District materials in welcome baskets to new homeowners in the county. (3.10) • Partner with Naturally McHenry County to host two outdoor experiences for their Midwest Travel Writers' Conference in the summer (3.10) • Help implement and further enhance new registration software for increased registration for programs/events and reservations for camping and picnic shelters. (3.10) • Enhance the relationship with McHenry County Conservation Foundation and identify more areas for collaboration and joint branding identified through our regular meetings. (3.10A) • Grow our partnership with Naturally McHenry County, enhancing the District's role in local and regional tourism. (3.10A)

McHenry County Conservation District

General Fund- Marketing & Communications
Annual Budget - Fiscal Year 2027

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Personnel					
Salary	240,234	209,850	142,725	251,227	249,833
Part Time	22,511	-	-	-	-
Seasonal	-	5,081	5,145	5,100	6,210
Employer FICA	19,084	15,554	11,083	18,825	18,804
IMRF Pension	24,418	26,746	12,274	21,605	21,486
Employee Insurances	32,999	14,406	11,588	26,767	21,979
Total Personnel	$ 339,246	$ 271,637	$ 182,815	$ 323,524	$ 318,312
Other Operating Expenses					
Mileage Reimbursement	547	869	854	500	1,600
Employee Relations	71	228	186	300	300
Office Supplies	845	1,479	669	720	1,600
Computer Hardware & Supplies	1,608	1,123	335	300	2,150
IT Software Licensing & Maint	4,492	5,079	8,704	6,311	6,714
Photo & A/V Supplies	-	120	16	1,100	2,800
Promotional Printing	9,063	16,109	1,061	13,050	14,600
Promotions/PR	6,020	7,566	2,733	7,710	7,860
Advertising	916	170	177	2,050	2,050
Newsletter	60,702	63,167	39,214	56,000	56,000
Dues & Subscriptions	406	2,170	1,156	2,424	2,450
Education & Training	1,908	4,133	4,181	5,870	6,995
Uniforms	123	91	91	150	195
Special Events	10,248	14,319	5,194	9,800	9,900
Volunteer Committee	3,974	1,384	700	825	875
Contractual Services	44,214	21,185	14,091	27,400	23,000
IT Support Services	1,563	913	488	1,367	1,367
Materials & Displays	36	-	656	1,160	1,640
Utilities	6,454	5,630	2,648	7,500	6,383
Waste Disposal	76	80	54	100	116
Total Other Operating Expenses	$ 153,266	$ 145,815	$ 83,208	$ 144,637	$ 148,595
Capital Outlays					
Capital Outlays	-	-	-	-	-
Total Capital Outlays	$ -	$ -	$ -	$ -	$ -
Total Expenditures	$ 492,512	$ 417,452	$ 266,023	$ 468,161	$ 466,907

GENERAL FUND: Wildlife Resource Center

The Wildlife Resource Center (WRC) is a branch of the Land Preservation and Natural Resources Division. Staff has three primary tasks: environmental education; captive rearing and reintroduction of select wildlife species; and rehabilitation of species of conservation concern.

The WRC building and wildlife enclosures are in Grundstrom Woods in Wonder Lake. Two full-time (WRC Manager and WRC Specialist) and one part-time WRC Specialist cover a seven-day workweek, 365 days a year. One seasonal assists the staff in the summer for 40 hours/week for 12 weeks.

Staff provide environmental education programs to schools, community groups, and the public using various live animals (raptors, turtles, snakes) as an integral part of the programming. Many of these outreach programs enhance and are complementary to established school curriculums. Staff also assist the public by fielding and handling a variety of wildlife related inquiries (e.g., can you identify this snake, how do I get squirrels out of my attic, can you remove this dead deer in my yard, will a woodchuck attack my kids, will you remove a wasp nest in my yard, etc.). The wildlife head starting projects currently encompass the Illinois state endangered Blanding's turtle and the smooth green snake, a species of conservation concern. Wildlife rehabilitation efforts emphasize species of conservation concern. Staff train and manage volunteers who assist with animal care and upkeep of aviaries and other caging. Staff also manage the Bluebird Trail Monitoring Project which includes training volunteers, monitoring, and general upkeep of the boxes and trails.

The following schedule shows the budgeted employee full-time equivalents (FTE's) within the Wildlife Resource Center for the five most recent fiscal years:

Wildlife Resource Center	FTEs FY2023	FTEs FY2024	FTEs FY2025	FTEs FY2026	FTEs FY2027
WRC Manager	1.0	1.0	1.0	1.0	1.0
WRC Specialist	1.0	1.0	1.0	1.0	1.0
WRC Assistant	0.7	0.7	0.7	0.7	0.7
Seasonals	0.2	0.2	0.2	0.2	0.2
Total full time equivalents	2.9	2.9	2.9	2.9	2.9

McHenry County Conservation District

STRATEGIC PLAN ALIGNMENT
Recent Accomplishment - FY 2026 Goals

Strategic Priority	*Accomplishment, Initiative/Tactic*
1.0 HEALTHY LANDSCAPES, PEOPLE & WILDLIFE	• Large Aviary repaired/renovated. (1.6A) • Remained an *Emydomyces testavorans* (deadly turtle fungus) free environment for Blanding's turtles in captivity. (1.6) • Continued with head-starting the Illinois endangered Blanding's turtle. Hatched a clutch of 13 turtles which will be cared for until next spring. (1.6) • Successfully hatched and released 58 smooth green snakes, an Illinois species of conservation concern. (1.6) • Partnered with Illinois Raptor Center to have our ambassador barred owl foster/raise 2 orphaned barred owls they acquired. Both were returned to central Illinois for release. (1.6) • Partnered with Barnswallow a Wild Bird Concern to have their ambassador great horned owl foster/rear a nestling great horned owl that came into our care and couldn't be returned to its parents. (1.6) • Assisted Illinois Department of Natural Resources (IDNR) with their Blanding's turtle egg collection from their captured gravid females. • Continued partnerships with IDNR, and other state, county, and private organizations with their Blanding's turtle recovery efforts and data collections. • Managed the Bluebird Trail Monitoring project where 15 volunteers monitor multiple trails throughout various District parks. Repaired, replaced, and moved nest boxes as needed.
2.0 VISITOR EXPERIENCE	• Presented 62 programs at schools with over 2,100 attendees. (2.3A). (Apr-Nov 2025 numbers) • Staffed a booth with live raptors at Witches and Wizards of Woodstock on the Woodstock Square having contact with over 1000 people. (2.3D) • Assisted Education Services staff with programming, including County Fair, Great Outdoor Beer Trail, announced programs, summer camps, etc. • Responded to more than 1,800 phone calls, texts, and email inquiries (Apr-Nov 2025 number) from the public regarding wildlife related issues. • Provided copy/photos assisting Marketing and Communications with social media and newspaper articles concerning wildlife inquiries.
3.0 ORGANIZATIONAL EXCELLENCE	• Trained a summer seasonal and new volunteers working at WRC. (3.4) • Completed multiple annual reports for United States Fish & Wildlife Service (USFWS) and IDNR. • Compiled data on Blanding's turtles.

McHenry County Conservation District

Looking Ahead - FY 2027 Goals
Funds in this year's budget support food and supplies needed to care for and house the various wildlife species (hawks, owls, turtles, snakes, etc.) and feeder animals under our care. Funds also support the programming materials required for educational outreach and the salary of a summer seasonal.

Strategic Priority	*Initiative/Tactic*
1.0 HEALTHY LANDSCAPES, PEOPLE and WILDLIFE	• Continue daily husbandry of all animals housed at WRC. (1.6) • Remain *Emydomyces testavorans* free in all turtle tanks. (1.6) • Design and build a secure outdoor Blanding's turtle enclosure. 1.6A • Continue incubation/hatching efforts for smooth green snake eggs as clutches are retrieved from the field. (1.6) • Continue Blanding's turtle head-start program in conjunction with state and county partners. • Provide Marketing with pertinent updates regarding wildlife at WRC. • Manage the volunteers of the Bluebird Trail Monitoring project. Handle the maintenance of the boxes and trails.
2.0 VISITOR EXPERIENCE	• Continue to present various curriculum related school programs throughout McHenry County, • Continue to provide vital information services to the public with regards to wildlife related inquiries, concerns, and interactions • Develop environmental education videos in collaboration with Marketing and Education Division. • Assist Marketing Department with wildlife related social media inquiries.
3.0 ORGANIZATIONAL EXCELLENCE	• Complete annual reports as necessary for outside agencies.

McHenry County Conservation District

General Fund- Wildlife Resource Center
Annual Budget - Fiscal Year 2027

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Personnel					
Salary	147,375	163,122	103,443	168,542	173,618
Part Time	44,270	50,828	32,338	52,690	54,273
Seasonal	7,178	4,584	7,640	7,949	8,040
Employer FICA	14,894	16,417	10,804	16,831	17,327
IMRF Pension	17,769	18,571	11,677	19,026	19,599
Employee Insurances	17,520	18,479	11,234	19,336	22,063
Total Personnel	$ 249,006	$ 272,001	$ 177,136	$ 284,374	$ 294,920
Other Operating Expenses					
Mileage Reimbursement	353	267	30	250	250
Employee Relations	-	48	49	50	100
Program Supplies	153	183	97	500	500
Wildlife Care & Supplies	11,385	14,786	8,507	15,922	16,448
IT/Computer Hardware & Supplies	41	4,274	39	760	1,175
IT Software Licensing & Maint	874	1,071	1,317	2,642	2,745
Uniforms	222	302	97	575	610
Office Equip Rental & Maint	270	93	56	-	-
IT Support Service	1,890	1,017	314	1,408	1,408
Utilities	8,740	7,969	4,619	10,000	8,837
Waste Disposal	1,650	2,134	1,449	1,800	2,591
Bldg Maintenance	-	382	-	-	-
Vehicle Maintenance	68	35	8	1,000	47
Gas, Grease & Oil	827	644	363	1,000	791
0	-	-	-	-	-
Total Operating Expenses	$ 26,473	$ 33,205	$ 16,945	$ 35,907	$ 35,502
Capital Outlays					
Building Improvements - FA	-	-	-	10,000	-
Vehicles & Trailers - FA	-	41,723	-	-	-
Total Capital Outlays	$ -	$ 41,723	$ -	$ 10,000	$ -
Total Expenditures	$ 275,479	$ 346,929	$ 194,081	$ 330,281	$ 330,422

GENERAL FUND: Lost Valley Visitor Center

The Lost Valley Visitor Center is a public visitor center located in the center of the Conservation District's largest conservation area (macrosite) known as Glacial Park. In addition to serving as a public visitor center, the renovated building provides for educational programming space and office space for Conservation District employees. The award-winning facility has received a LEED certification at the Gold Level by the US Green Building Council and is a showpiece in the County for sustainability and best management practices.

The following schedule shows the budgeted employee full-time equivalents (FTE's) designated to the Lost Valley Visitor Center for the five most recent fiscal years:

Lost Valley Visitor Center	FTEs FY2023	FTEs FY2024	FTEs FY2025	FTEs FY2026	FTEs FY2027
Information Desk Attendant	1.3	1.3	1.3	1.3	1.3
Seasonals	0.3	0.0	0.0	0.0	0.0
Total full time equivalents	1.6	1.3	1.3	1.3	1.3

STRATEGIC PLAN ALIGNMENT
Recent Accomplishment - FY 2026 Goals

Strategic Priority	*Accomplishment, Initiative/Tactic*
2.0 VISITOR EXPERIENCE	• Completed floor cleaning at Lost Valley Visitor Center. • Re-striped Lost Valley Visitor Center entrance road. • Completed Supplemental heating system maintenance and upgrades.
3.0 ORGANIZATIONAL EXCELLENCE	• Replaced Fire alarm system at Lost Valley Visitor Center. • Upgraded Lost Valley Visitor Center burglar alarm system. • Completed tree trimming to preserve roof infrastructure.
OTHER	

Looking Ahead - FY 2027 Goals

Funds in this year's budget support the following initiatives for the Lost Valley Visitor Center.

Strategic Priority	*Initiative/Tactic*
2.0 VISITOR EXPERIENCE	• Replacement of furniture. • Carpet and floor cleaning.
3.0 ORGANIZATIONAL EXCELLENCE	• Replacement of Police shop door.

McHenry County Conservation District

General Fund- Lost Valley Visitor Center
Annual Budget - Fiscal Year 2027

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Personnel					
Part Time	50,778	58,380	38,812	60,270	62,083
Seasonals	-	-	2	-	-
Employer FICA	4,306	4,466	3,057	4,611	4,749
Total Personnel	$ 55,084	$ 62,846	$41,871	$ 64,881	$ 66,832
Other Operating Expenses					
Office Supplies	110	-	-	-	-
IT Hardware & Supplies, Alloc	3,413	269	-	1,000	6,000
IT Software Licensing & Maint	1,627	2,092	1,893	-	-
Conference Refreshments	850	844	859	600	600
Other Conference Expenses	1,166	836	429	1,000	1,000
Office Equip Rental & Maint	1,665	1,657	709	-	-
Office Furn & Equip Expense	3,584	9,000	850	5,000	11,000
Contractual Services	20,511	13,112	14,547	24,000	20,900
IT Support Services	3,723	1,508	1,850	2,383	2,383
Materials & Displays	-	90	-	-	-
Site Maintenance Supplies	146	99	803	500	500
Utilities	39,864	33,396	15,401	45,000	38,654
Janitorial	1,053	30	-	-	-
Bldg Maintenance	42,679	23,693	16,529	53,000	58,500
Road Maintenance	10,200	-	-	-	-
Septic System	1,649	-	-	5,000	5,000
Equipment Maintenance	182	-	-	500	-
Maintenance Equipment Exp	-	-	-	550	2,500
Sign & Display Materials	-	726	-	-	-
Total Other Operating Expenditures	$ 132,422	$ 87,352	$53,870	$ 138,533	$ 147,037
Capital Outlays					
IT & Computer- FA	-	38,663	-	-	-
Building Improvements - FA	-	8,900	-	6,000	-
Total Capital Outlays	$ -	47,563	-	6,000	$ -
Total Expenditures	$ 187,506	$ 197,761	$95,741	$ 209,414	$ 213,869

McHenry County Conservation District

GENERAL FUND: McHenry County Conservation Foundation & Development

The McHenry County Conservation Foundation (MCCF) is a non-profit 501c3 organization that exists for the sole purpose of supporting the Conservation District. Staff works to implement fundraising strategies that support the goals of the Conservation District. These strategies include increasing public awareness of the need for private funding, soliciting and securing gifts that support the work of the Conservation District, and hosting or attending events that engage the community and increase revenue.

The MCCF office is located in the Lost Valley Visitor Center and staffed by one full-time staff member (Development Director/Executive Director of MCCF) and a part-time administrative assistant. The MCCF reimburses the Conservation District for 100% of all personnel costs related to the Administrative Assistant and 50% of all personnel costs related to the Director of Development/Executive Director of MCCF.

The following schedule shows the budgeted employee full-time equivalents (FTE's) designated to the Foundation & Development Department:

Foundation	FTEs FY2023	FTEs FY2024	FTEs FY2025	FTEs FY2026	FTEs FY2027
Director of Development & Executive Director Foundation	1.0	1.0	1.0	1.0	1.0
Administrative Assistant	0.1	0.1	0.1	0.1	0.1
Total full time equivalents	1.1	1.1	1.1	1.1	1.1

STRATEGIC PLAN ALIGNMENT
Recent Accomplishment - FY 2026 Goals

Strategic Priority	*Accomplishment, Initiative/Tactic*
1.0 HEALTHY LANDSCAPES, PEOPLE & WILDLIFE	• Protected an additional 55 +/- acres of natural lands and waters at Big Foot Woods with grant support. (1.1D) • Transferred 15 +/- acres of natural lands at Marengo Ridge from the Foundation to the Conservation District. This parcel was purchased by the Foundation in 2020 thanks to support from a generous donor. (1.1D) • Supported the restoration of 127 acres at Glacial Park with a U.S. Fish and Wildlife Services Competitive State Wildlife Grant. (1.2) • Hosted the organization's first pollinator fundraising match and successfully raised over $3,000 to purchase spring ephemeral plugs. (1.2) • Foundation Executive Director Flavell served on the Wayfinding Signage Steering Committee. (1.7f)
2.0 VISITOR EXPERIENCE	• Funded more than $76,000 of the Lake Atwood ADA Improvements. (2.1) • Supported five bench donations on District sites throughout the County. (2.1) • Supported educational summer camp scholarships for 12 campers. (2.3) • Supported the District's Artist in Residence program for a second year in a row. (2.3)

McHenry County Conservation District

	• Worked with Education to coordinate an art showcase at Lost Valley Visitor Center in February 2027. *RiverSong* is a series of quilts inspired by the Mississippi and created by a variety of textile artists, including a Foundation donor. (2.3)
3.0 ORGANIZATIONAL EXCELLENCE	• Committed $100,000 in support of the Conservation District's Forward to 2040 with a Vision to 2017 Comprehensive Conservation Plan and the Foundation Executive Director Flavell is serving on the steering committee. (3.1A) • Officially notified of the Foundation's tax status change by the IRS which opens up additional funding pathways, most notably Qualified Disbursements from Individual Retirement Accounts. (3.2) • Hosted a three-part joint Foundation and District board development opportunity. (3.7) • Foundation Executive Director Flavell attended two professional development opportunities through Northwestern Kellogg's School of Management. (3.7)
OTHER	• Raised $233,042 in support of the Conservation District. • The Foundation kicked off its Fiscal Year 2025–2027 Strategic Plan, which aligns with the goals set forth in the Conservation District's ongoing Strategic Plan • Continued to deepen relationships with local business and corporations by hosting six corporate restoration workdays. • Secured a partnership with one of the county's largest employers which will support the District's mission through an annual monetary gift. • Worked with The Land Conservancy's Forest Carbon Program Director to build interest and connections for the future sale of the Foundation's carbon credits. • Awarded Chicago Wilderness Alliance's Dr. George B. Rabb Force of Nature Award as a result of the Foundation's financial support and board member involvement in the Vote Yes for the McHenry County Conservation Proposition Committee.

Looking Ahead - FY 2027 Goals
Funds in this year's budget support day to day office operations and the development marketing materials which will be used to increase public awareness of the Foundation and further grow the organization's donor base.

Strategic Priority	*Initiative/Tactic*
1.0 HEALTHY LANDSCAPES, PEOPLE and WILDLIFE	• Initiate a fundraising campaign that would secure the protection of +/- 53 acres of natural area for the Conservation District. (1.1D) • Year two of a donor match to support pollinators. (1.2)
2.0 VISITOR EXPERIENCE	• Initiate a fundraising campaign that would support the implementation of the results of the wayfinding signage design phase. (2.1b) • Double the Foundation's commitments to scholarship funding for 2026 in order to make summer camps more accessible for McHenry County families. (2.3) • Committed to funding the District's Artist in Residence Program for a third year in a row. (2.3)

3.0 ORGANIZATIONAL EXCELLENCE	• Foundation Executive Director Flavell will continue to attend professional development opportunities through Northwestern Kellogg's School of Management, ultimately securing an Executive Scholar Certificate in Nonprofit Management. (3.7)
OTHER	• Continue building relationships with private donors to secure support for the District's mission and vision. • Retain a minimum of 50% of new donors. • Increase private donor support by 10%. • Enhance relationship between the Foundation and the Conservation District's volunteers • Enhance donor engagement opportunities with the support of Conservation District staff.

McHenry County Conservation District

General Fund- MCCD Foundation & Development
Annual Budget - Fiscal Year 2027

Description	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Personnel					
Salary	81,307	84,877	54,460	91,311	97,802
Part Time	19,337	8,185	2,391	7,895	7,998
Seasonal	-	-	123	-	-
Employer FICA	7,639	7,053	4,316	7,286	7,770
IMRF Contribution	7,498	7,367	4,684	7,853	8,411
Employee Insurances	8,768	9,261	5,639	9,954	10,969
Total Personnel	$ 124,550	$ 116,743	$ 71,612	$ 124,299	$ 132,950
Other Operating Expenses					
Mileage Reimbursement	41	-	41	800	900
Meetings	27	-	-	600	800
Employee Relations	-	-	-	200	200
Office Supplies	-	-	-	120	78
Computer Hardware & Supplies	2,137	-	942	6,580	1,830
IT Software Licensing & Maint	684	936	993	1,467	1,758
Printing	1,094	-	-	788	-
Dues & Subscriptions	595	815	450	965	850
Education & Training	30	-	60	500	1,000
IT Support Services	684	418	230	650	650
Utilities	484	623	359	700	591
Total Other Operating Expenses	$ 5,776	$ 2,791	$ 3,074	$ 13,370	$ 8,657
Capital Outlays					
Total Capital Outlays	$ -	$ -	$ -	$ -	$ -
Total Expenses	$ 130,325	$ 119,535	$ 74,686	$ 137,669	$ 141,607

OTHER FUND BUDGETS

McHenry County
CONSERVATION DISTRICT



Dedicated Accounts

- Capital Fund
- Capital Improvement Projects



Natural Resources Management

- Special Revenue Fund
- Natural Capital: Restoration & Management Projects



Capital Asset Management Plan Fund

- Capital Fund
- Capital Regional Trail Improvement Projects
- Capital Building/Structural Improvement or Demolition Projects



Insurance Fund

- Special Revenue Fund
- Provides for General and Commercial Liability Insurance Needs
- Risk Management and Loss Control Initiatives



Debt Service Funds

- Voter Approved General Obligation Bonds
- Debt Certificates Issued for Land Acquisition

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DEDICATED ACCOUNTS CAPITAL FUND

The Dedicated Accounts Capital Fund is generally utilized to account for *new* capital initiatives and land acquisitions. Most of the funding in this account is derived from grants and donations and many of the grants are *matching* or *reimbursement* type grants. With reimbursement grants, the grant revenues are not received until after the completion or partial completion of the associated project. And in accordance with Generally Accepted Accounting Principles (GAAP), the revenues are not recognized for accounting and financial reporting purposes until the projects are completed and/or revenue can be recognized under the modified accrual basis of accounting. As such, there are usually no restrictions on the grant reimbursements once they are received by the Conservation District; allowing the Conservation District to designate the grant receipts for any capital or operational expenditure that it chooses. Generally, the Conservation District will designate the reimbursements for future projects that are similar in nature to the original project that the grant was associated with, for example, grant reimbursements received for a land acquisition would be designated for future land acquisitions.

In past years, most of the Conservation District's grant opportunities and initiatives were related to funding new capital initiatives such as adding new site amenities or trail extensions and would be accounted for within the Dedicated Accounts Capital Fund. However, with limited resources, the Conservation District has shifted its focus to finding grant opportunities that will support the repair and replacement of existing capital assets in accordance with the Capital Asset Management Plan (CAMP). So, grant revenues may now be reported within both the CAMP and the Dedicated Account Fund.

DEDICATED ACCOUNTS CAPITAL FUND: Revenues

Grants:
Grant revenues budgeted for FY 2027 include the following:

Site	Project Description	Grant Source	Amount
Site &Trail Improvements			
Prairie Trail	Prairie Trail Wayfinding Plan	IDOT	259,450
Hebron Trail	Hebron Trail, Railroad Crossing Engineering Phase 1 & 2	IDOT local funding	320,000
District-wide	Snowmobile trail grooming	IDNR	15,000
	Total Grants: Site &Trail Improvements		**$ 594,450**
Land Acquistion			
	General Land Acquisition	*unidentified*	750,000
	Total Grants: Land Acquisitions		**$ 750,000**
	Total Grant Revenues		**$ 1,344,450**

- Specific grants for land acquisition have not been identified or awarded; however $750,000 of grant revenue has been appropriated within the FY 2027 Budget. This allows for the appropriation and expenditure of related revenues should any be received during the fiscal year. This methodology has been a consistent budget practice over the last decade and gives the Conservation District flexibility to

take advantage of future grant opportunities that may be realized in FY 2027 but are not known at the time the budget is developed.

Donations & Contributions:

Donations and contributions budgeted for FY 2027 include the following:

Donations & Contributions	Source	Amount
Land Acquisition		
Private donations/bequests	*unidentified*	250,000
Total Donations and Contributions		**$ 250,000**

- Specific donations for land acquisition have not been identified; however $250,000 of donation revenue has been included in the FY 2027 Budget. This allows for the appropriation and expenditure of related revenues should any be received during the fiscal year. This methodology has been a consistent budget practice over the last decade and gives the Conservation District flexibility to take advantage of future grant opportunities that may be realized in FY 2027 but are not known at the time the budget is developed.

Farm Lease Revenues:

In FY 2024 revenue from approximately 800 acres of farmland was shifted from the General Fund to the Dedicated Accounts Capital Fund to designate the revenue to fund restoration initiatives in the Coon Creek watershed. The 800 acres were purchased with funds from the Open Land Trust (OLT) Program and requires the Conservation District to stop the farming initiatives and restore the lands. The District has sent a proposal to the Illinois Department of Natural Resources, who administers the OLT grant dollars, to restore the acreage in a graduated and systematic approach over the five-year period: FY 2024 through FY 2028. The farm lease revenues received over the five years will be utilized to fund the restoration initiatives on the related parcels. The related farm lease revenue will be reduced each year as acres are taken out of production for restoration, until FY 2028, when all the acres will be restored, and the farm lease revenue will be completely eliminated.

The Conservation District's farm lease program ties the amount of the annual lease payment (paid by the farmers to the Conservation District) to the price of the December corn futures commodity and is determined each February. *(The revenue for FY 2027 will be determined by the average daily future's price of December 2026 corn during the month of February 2026.)* As such, the lease revenue is subject to annual variations with market shifts in the commodities price of corn. For the prior FY 2026, the *budgeted* corn futures price was $4.40/bushel, for this FY 2027 Budget, the price is estimated to be $4.60/bushel. Of the original 800 acres of agricultural lands only 312 acres will remain in production for FY 2027 and the resulting budgeted revenue is reduced accordingly.

DEDICATED ACCOUNTS CAPITAL FUND: Expenditures

The following schedule provides a brief explanation of the capital projects that are budgeted for FY 2027.

SITE & TRAIL IMPROVEMENTS			
GL Act#	**Site**	**Description**	Amount
02-09-966	Prairie Trail	Prairie Trail Wayfinding Plan - SPR Grant 25-1439-00001 IL Dept. of Trans. Statewide Planning & Research Fund	$ 300,000
02-09-966	Hebron Trail	Hebron Trail, Railroad Crossing Engineering Phase 1 & 2 - IDOT Local Funding	$ 320,000
		Total Site & Trail Improvements	**$ 620,000**

The following schedule provides a brief explanation of the natural restoration expenditures related to the Coon Creek watershed restoration for FY 2027. The total related expenditures have been reduced from $305,000 in the prior year to $258,000 for FY 2027. While the amount budgeted for wages is approximately the total annual salary of a fulltime restoration ecologist, the budget is not intended to support a single fulltime position, but rather the collective costs of wages related to the time employees are working on the Coon Creek project.

Natural Restoration Initiatives			
GL Act #	**Site**	**Description**	**Amount**
02-08-201	Coon Creek- Kish watershed	Wages	80,000
02-08-280	Coon Creek- Kish watershed	FICA	6,120
02-08-284	Coon Creek- Kish watershed	IMRF	6,880
02-08-488	Coon Creek- Kish watershed	Contractual services	15,000
02-08-805	Coon Creek- Kish watershed	Seed	130,000
02-08-845	Coon Creek- Kish watershed	Herbicide	20,000
		Total Natural Restoration Expenditures	**$ 258,000**

Detailed information on site and trail improvement projects can be found on the next several pages.

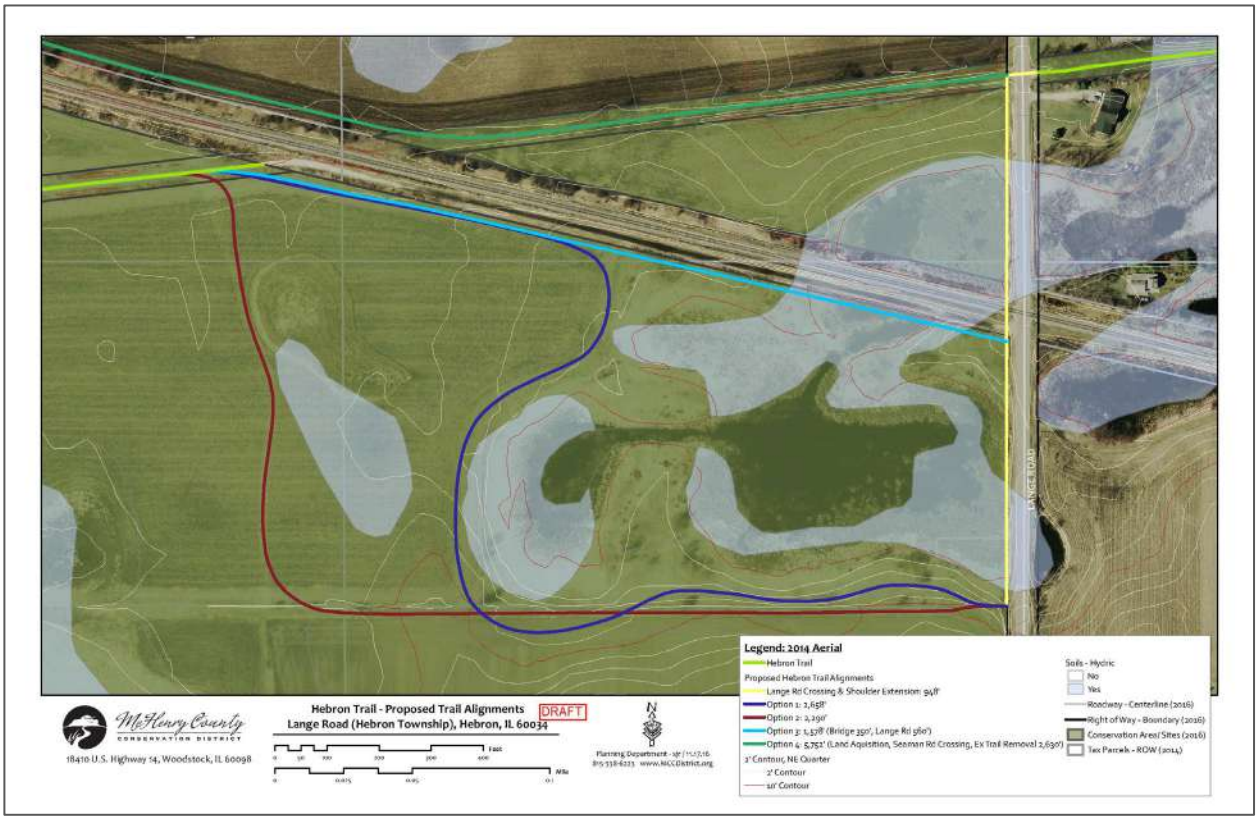
Project: Hebron Trail, Lange Road & Railroad Crossing	Code: 27PD000 TBD
Phase: Engineering Phase 1 & 2	Target Start: Fourth Quarter FY 2026
Grant: IDOT Local Funding	Target Completion: TBD 2028

Description: While the Hebron Trail was opened to the public in 2003, it did so with approximately 0.3 miles undeveloped, due to existing complications of a mid-block/ at grade crossing of the Wisconsin & Southern Railroad (WSOR) and Lange Road in Hebron, IL. This fall, the District was awarded the 2024 Local Project Funding (LPF) Grant from the Illinois Department of Transportation (IDOT), to address the area with an overpass. The District will receive $320,000 (100% cost covered), for Engineering Phases I & II (Environmental and Design/ Plans, Specifications & Engineers Estimate of Probable Cost). IDOT received over 1,900 applications, requesting over $5 billion, 223 of which were selected totaling $400 million with local transportation priorities. Projects were evaluated based on: Readiness; Mobility; and Place-Based Hardship Index. The Hebron Trail Overpass Project was one of only two awarded in McHenry County.

Status: This project is in progress. Planning & Development staff have attended the IDOT Overview webinar on LPF projects and have met with IDOT grant administrator and regional council contact at MCDOT. Request for Qualifications for Professional Services – Civil/ Structural Engineering will be initiated in Mid-January/ February 2026 and awarded April/ May 2026. Phase I & II Timeframe: the next 2-3 years, followed by submitting for a construction grant (estimated cost $4 million/ another 2-3 years duration).

FY 2027 Budget: $320,000
Grant Recoveries: $320,000

Total Projected Costs: $320,000



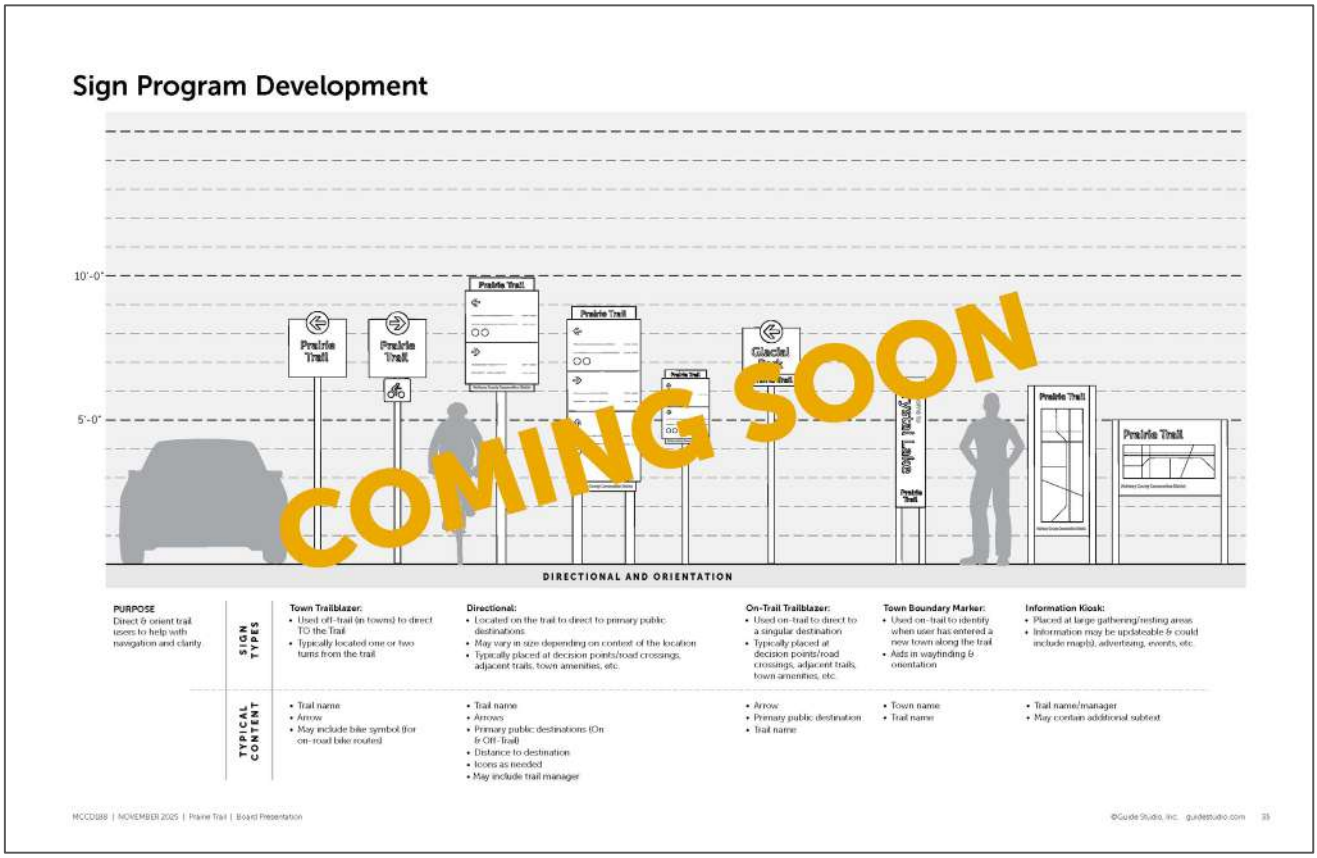
Project: Prairie Trail, Branding & Wayfinding Plan	Code: 25PD012
Phase: Planning & Design	Target Start: Second Quarter FY 2026
Grant: Illinois Department of Transportation (IDOT) Statewide Planning & Research Funds Program (SPR)	Target Completion: First Quarter FY 2027

Description: This planning project is proposed as a multi-agency pursuit to develop a shared vision and strategy for a wayfinding plan for the Prairie Trail, an active regional trail/ transportation network maintained by the McHenry County Conservation District (District). The District will be the project sponsor and provide the local match requirement and is collaborating on this project with McHenry County Division of Transportation (MCDOT) and Naturally McHenry County (NMC), the County's convention and visitor's bureau. Wayfinding refers to a network of signs installed to aid in the navigation of trails, shared use paths, and connecting facilities (e.g. sidewalks, crosswalks) that comprise an area's active transportation network. Signs installed as part of a wayfinding may be complemented with maps, trail-related information such as etiquette, rules, or outdoor recreation and natural resources information to enhance the user experience.

Status: This project is in progress. This District has hired Guide Studio, Inc. to assist the Planning & Development staff in navigating the details required. A comprehensive trail signage audit was accomplished this summer, followed by multiple stakeholder and steering committing meetings. Timeframe: the next 3-4 months finalize Branding Color Palette, Sign Program Schematic Design and Wayfinding Assessment.

FY 2027 Budget: $300,000
Grant Recoveries: $240,000

Total Projected Costs: $300,000



Schedule of Dedicated Accounts – Capital Fund

The schedule on the next page shows the FY 2027 budget for the Dedicated Accounts Capital Fund. For comparative purposes, the schedule includes the actual total amounts for the fiscal year ended 03/31/2024 (Actual FY 2024), the actual total amounts for the fiscal year ended 03/31/2025 (Actual FY 2025), the actual amounts for the first six months of the fiscal year ending 03/31/2026 (YTD Actual FY 2026), the budgeted amounts for the fiscal year ending 03/31/2026 (Budget FY 2026), and the budgeted amounts for the next fiscal year ending 03/31/2027 (Budget FY 2027).

McHenry County Conservation District

Dedicated Accounts Capital Fund
Annual Budget - Fiscal Year 2027

	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Revenues					
Interest Income	35,536	45,352	20,389	19,386	15,046
Farm Lease Revenue	270,009	178,565	61,499	115,345	80,945
Grants- Sites & Trails	31,575	446,241	159,438	791,000	594,450
Grants- Land Acquisition	-	-	-	750,000	750,000
Donations	-	-	71,443	250,000	250,000
Other Income	1,204	26,764	-	-	-
Total Revenues	**$ 338,325**	**$ 696,921**	**$ 312,769**	**$ 1,925,731**	**$ 1,690,441**
Expenditures					
Wages	6,684	27,866	687	80,000	80,000
FICA	441	2,132	53	6,120	6,120
IMRF	440	2,427	60	6,880	6,880
Trail Maintenance	-	-	-	-	15,000
Maintenance Equipment	4,531	11,367	-	21,000	-
Signs Materials & Displays	4,651	-	-	-	-
Contractual Services- Coon Crk	-	45,000	23,000	21,000	15,000
Seed - Natural Areas	-	129,784	-	126,000	130,000
Brush/Weed Control, Herbicides	-	-	-	20,000	20,000
Total Operating Expenditures	$ 16,747	$ 218,577	$ 23,799	$ 281,000	$ 273,000
Capital Outlays					
Natural Restorations	129,680	-	-	-	-
Site Improvements	-	553,266	242,381	-	-
Trail improvements	44,786	372,029	122,053	1,264,000	620,000
Restoration Equipment	60,698	-	33,100	45,000	-
Building Removal	-	-	-	-	-
Land Acquisition					
Legal Services	19,829	14,929	15,810	50,000	50,000
Other Related Expenses	2,396	-	-	15,000	15,000
Land Acquisition	-	161,012	10,000	996,526	995,300
Total Land Acquisition	$ 22,225	$ 175,941	$ 25,810	$ 1,061,526	$ 1,060,300
Total Capital Outlays	$ 257,389	$ 1,101,236	$ 423,344	$ 2,370,526	$ 1,680,300
Total Expenditures	**$ 274,136**	**$ 1,319,813**	**$ 447,143**	**$ 2,651,526**	**$ 1,953,300**
Other Financing Sources/ (Uses)					
Permanent Transfer- In	473,819	501,000	-	-	200,000
Permanent Transfer- Out	-	-	-	-	-
Total Other Financing Sources	**$ 473,819**	**$ 501,000**	**$ -**	**$ -**	**$ 200,000**
Change in Fund Balance	**$ 538,007**	**$ (121,891)**	**$ (134,374)**	**$ (725,795)**	**$ (62,859)**

McHenry County Conservation District

NATURAL RESOURCES MANAGEMENT – SPECIAL REVENUE FUND

The Natural Resources Management Special Revenue Fund was established to account for the revenues and expenses related to natural restoration initiatives which include the following: mitigation fees, grant awards, other unique non-recurring sources of revenue, and the expenses funded by these revenues.

The majority of the funding in this fund is derived from mitigation fees whereby the Conservation District will enter into an agreement with a developer or other third party to 'mitigate' impacts that have been made to a wetland area or stream. The agreements will require that the third party pay a specified amount to the Conservation District and the Conservation District will in turn be responsible for restoring a wetland area on Conservation District owned property. Where the impacts affect waters which empty into an interstate waterway, the agreements are overseen by the U.S. Army Corps of Engineers. If the impacted waters are local and/or isolated, the agreement is administered by McHenry County or other public bodies that are certified to implement the Stormwater Ordinance of McHenry County. Generally, the Conservation District will only enter into a mitigation agreement when the wetland area to be restored has already been identified as a priority for restoration by the Conservation District. This reduces the costs of both the initial restoration process as well as the long-term management of the site, leaving a substantial portion of the mitigation revenue to provide for the long-term maintenance needs of the site, and staff to support those needs.

NATURAL RESOURCES MANAGEMENT – SPECIAL REVENUE FUND: Revenues

School Springs Wetland and Stream Mitigation Bank Revenue

The School Springs Wetland and Stream Mitigation Bank (School Springs) was permitted in the late summer of 2019 and constructed by Conservation District staff in fall of 2019. The stream and wetland restoration portions of the project including stream channel construction, brush removal, and re-creation of site hydrology were finished in FY 2022 and the Mitigation Banking Instrument (MBI) was approved by the USACOE. The Conservation District begin selling credits in FY 2023. The FY 2027 Budget includes $2,110,180 of revenue from the sale of stream and wetland credits.

Grant and Donation Revenues:

A scheduled of grant revenues budgeted for FY 2027 is provided on the next page.

Grant Source	Amount
USFWS Hackmatack NWR Recreation Partnership	177,000
Silver Creek Habitat: Congressional Funding Schneider	300,000
Community Foundation for McHenry County Women's Fund	25,000
TC Energy Build Strong	25,000
Enbridge Grant Program	10,000
TNC Volunteer Stewarship Nework Community Convening	2,500
TNC Volunteer Stewardship Network	2,000
Union Pacific Railroad Community Ties Giving Program	30,000
Nicor Gas Charitable Giving Program	5,000
Schwemm Family Foundation Grant Program	10,000
Dow Gives Community Grants Program	10,000
IDNR Habitat or Green Infrastructure Grant	300,000
ComEd Green Region Grant	10,000
Grant for Wheelchair Accessible Trailer	17,000
Oberweiler Stewardship and Outreach Seasonal	15,000
Unidentified potential grant income	300,000
Total Anticipated Grant Revenue	**$ 1,238,500**

Donation revenues budgeted for FY 2027 include the following:

Donation Source	Amount
MCCF Big Woods - Alden Gap	2,500
MCCF Big Woods - Coral Woods	10,000
MCCF - Stryker/Sage Corporation Hickory Grove	15,000
MCCF - Pollinator Plugs - Boone Creek	1,000
MCCF - Big Woods Advocate	25,000
Unidentified donations	100,000
Total Anticipated Donation Revenue	**$153,500.00**

Explanation of Grant and Donation Revenues include the following:

USFWS financial assistance for personnel and equipment.

Schneider Congressional Funding through budget appropriation stage and will support the "silver creek habitat restoration and flood reduction project" depending on the timing.

Community Foundation for McHenry County Women's Fund will provide the funding for two winter seasonals employees and equipment.

TC Energy Build Strong is a grant for reforestation projects including supplies and plant materials.

Enbridge grant program for reforestation projects.

TNC Volunteer Stewardship Network grants for a variety of volunteer programs and needs.

Union Pacific Railroad Community Ties Giving Program Grant for reseeding grazing pasture at Kloempken Prairie.

Nicor Gas Charitable Giving Program for woodland and savannah restoration plant material at the Stickney Run conservation site.

Schwemm Family Foundation Grant for ecological restoration including plant materials and supplies.

Dow Gives Community Grants program for plant material Glacial Park savanna restoration.

IDNR Habitat or Green Infrastructure Grant for Boger Bog hydrologic restoration project.

Oberweiler Grant for stewardship and outreach ecology seasonal.

NATURAL RESOURCES MANAGEMENT – SPECIAL REVENUE FUND: Expenditures

The following schedule shows the budgeted employee full-time equivalents (FTE's) within the Natural Restoration Special Revenue Fund for the five most recent fiscal years:

Position	FTE's FY2023	FTE's FY2024	FTE's FY2025	FTE's FY2026	FTE's FY2027
Restoration Ecologists	2.0	2.0	2.0	3.0	3.0
Habitat Technicians	1.0	1.0	1.0	1.0	1.0
Stewardship Ecologist	0.0	0.3	0.3	0.3	0.0
Volunteer Coordinator	0.3	0.0	0.0	0.0	0.0
Cultural Archivist /Librarian PT	0.4	0.4	0.4	0.4	0.4
Scientific Database Coordinator	0.0	0.0	0.0	0.5	0.7
Seasonals	1.8	1.9	1.0	1.4	1.2
Total full time equivalents	5.5	5.6	4.7	6.5	6.3

- (3) Fulltime Restoration Ecologists, (1) fulltime Stewardship Ecologist, (1) fulltime Habitat Technician, (1) parttime Cultural Archivist/Librarian and (1) parttime Scientific Database Coordinator are funded completely from the Natural Resources Management Special Revenue Fund.

- The cost of the full-time Stewardship Ecologist is being shared between the General Fund and the Natural Resources Management Special Revenue Fund. The cost of the wages, retirement and other direct related payroll expenses are being funded by the General Fund. The costs of employee insurances are funded from the Natural Resources Management Special Revenue Fund; as the position is largely focused on the needs of the natural resource staff and initiatives.

- Four (4) seasonal employees are included in this year's budget, they include: one (1) seasonal worker to support stewardship and outreach needs and one (1) seasonal to assist funded by the USFWS NWR Recreation Partnership grant, and (2) winter seasonals funded through the Community Foundation for McHenry County Women's Fund.

Detailed information on the more significant natural area projects and studies can be found on the next several pages.

McHenry County Conservation District

Division: Land Preservation & Natural Resources	Project: Boger Bog
Phase: 1	Code:
Target Start: July 1, 2026	Target End: October 31, 2028
Grant: Seeking	Completed:

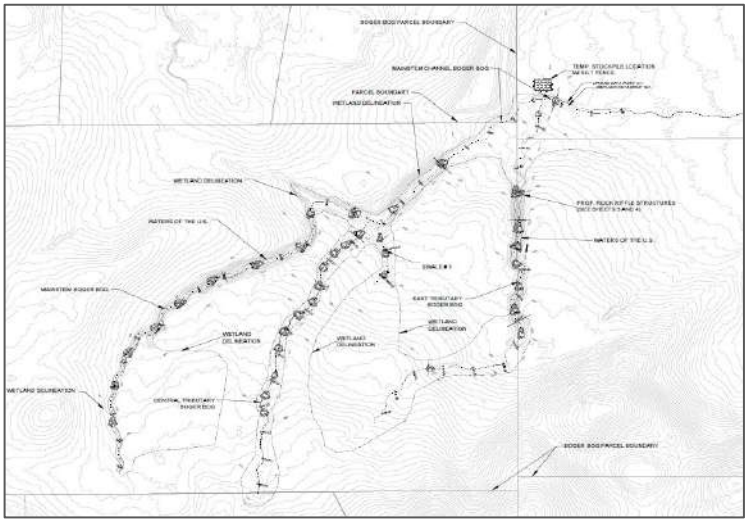
Description: The *Boger Bog Conservation Area Hydrologic Restoration Project* will restore wetland hydrology to fen wetlands and elevate spring run streams through installation of riffle control structures. The structures will prevent further downcutting of headwater stream channels, restore the historic channel thalweg grades and elevations, and stabilize areas of moderate to severe streambank erosion. The project will provide runoff storage, improve infiltration, improve water quality, and return wetland hydrology to fen wetlands.

Status: Engineering completed through McHenry County Conservation Foundation funding and currently seeking grant opportunities for project funding. The project will not occur in 2026 unless grant funding is secured.

Project Costs: $300,000

Native Plant Materials	**$40,500.00**
Contractual Services (Construction)	**$259,500.00**
Total 26/27 Estimated Project Phase Cost:	**$300,000**

Prior years actual expended:	$ 0	**Recoveries:**
Future years additional estimated costs:	$ 50,000	$ 300,000
Total Projected Costs:	**$350,000**	$300,000



McHenry County Conservation District

Division: Land Preservation & Natural Resources	Project: Silver Creek Habitat and Flood Reduction
Phase: 1	Code:
Target Start: April 1, 2026	Target End: March 31, 2027
Grant: Community Project Funding	Completed:

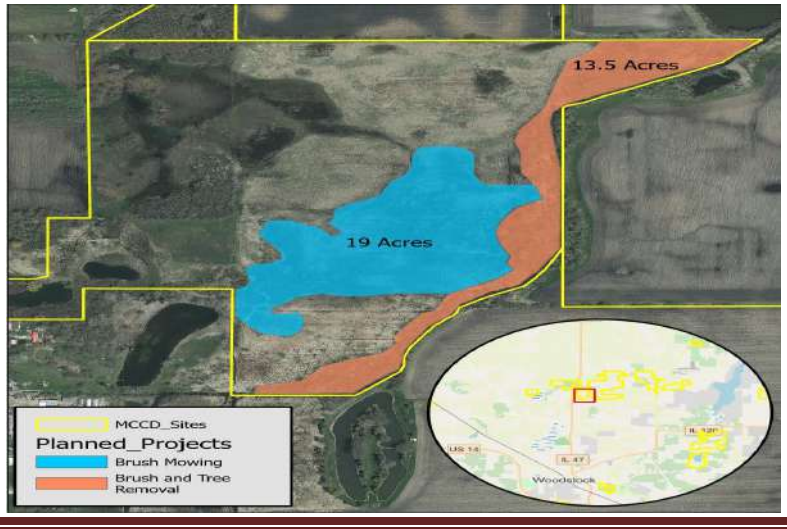
Description: The *Silver Creek Habitat and Flood Reduction Community Project* seeks funding through the 10th District and its commencement and timeline is dependent on federal approvals and appropriations. The project received conceptual approval for submission and responds to beaver created flooding concerns from neighboring properties while improving the ecological quality of grassland habitat on District lands adjacent to Silver Creek. The project will remove and treat approximately 33 acres of brush and invasive trees to restore native prairie and remove woody species to limit flooding impacts associated with ditched sections of Silver Creek. The project will not occur in 2026 unless grant funding is secured.

Status: Conceptual approval to apply for funding.

Project Costs: $300,000

Native Plant Materials	**$25,000**
Brush and Tree Mechanical Removal	**$100,000**
Brush Herbicide Treatments	**$175,000**
Total 26/27 Estimated Project Phase Cost:	**$300,000**

			Recoveries:
Prior years actual expended:	$ 0		$ 300,000
Future years additional estimated costs:	$ 0		
Total Projected Costs:	**0**		**$ 300,000**



The schedule on the next page shows the FY 2027 budget for the Natural Resource Management Special Revenue Fund. For comparative purposes, the schedule includes the actual total amounts for the fiscal year ended 03/31/2024 (Actual FY 2024), the actual total amounts for the fiscal year ended 03/31/2025 (Actual FY 2025), the actual amounts for the first six months of the fiscal year ending 03/31/2026 (YTD Actuals FY 2026), the budgeted amounts for the fiscal year ending 03/31/2026 (Budget FY 2026), and the budgeted amounts for the next fiscal year ending 03/31/2027 (Budget FY 2027).

McHenry County Conservation District

Natural Resources Management- Special Revenue Fund
Annual Budget- Fiscal Year 2027

	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Revenues					
Interest Income	31,551	18,685	13,610	23,878	41,110
Donations, Bequests	86,425	16,023	-	348,500	153,500
Other Income	10,717	630	180	-	-
Agricultural Leases	16,107	14,486	15,035	25,000	18,893
Site Grants	-	-	9,883	-	-
Grant Recoveries	20,000	44,977	20,973	853,500	1,238,500
Mitigation Revenue	482,880	74,880	802,620	2,191,800	2,110,180
Total Revenues	**$ 647,680**	**$ 169,681**	**$ 862,301**	**$ 3,442,678**	**$ 3,562,183**
Expenses					
Personnel					
Salary	150,423	203,659	132,051	228,256	212,869
Hourly Wages	21,407	54,366	53,840	96,628	110,895
Seasonal Wages	44,538	38,931	4,511	47,773	43,148
Employee Insurances	6,579	8,746	23,259	47,293	41,073
Employee Retirement	32,577	44,365	30,052	52,211	53,795
Total Personnel	$ 255,525	$ 350,067	$ 243,714	$ 472,161	$ 461,780
Other Operating Expenses					
Education & Training	-	-	-	1,000	-
Contractual Services	4,800	40,665	38,000	636,000	571,750
Native Plants & Seeds	-	22,931	13,332	383,750	511,950
Stewardship Outreach	3,838	2,202	377	5,000	27,150
Restoration Supplies & Maint	-	4,063	-	-	14,800
Restoration Tools & Equip	-	-	-	-	4,900
Total Other Operating Exp.	$ 8,638	$ 69,861	$ 51,709	$ 1,025,750	$ 1,130,550
Capital Outlays					
Restorations County Wide	29,212	-	-	-	107,000
Restorations Reg 1	118,851	-	-	-	-
Restorations Reg 2	40,999	-	-	-	-
Restorations Reg 3	-	28,201	6,623	30,000	-
Restorations Reg 4	17,286	-	-	-	-
Restoration Equipment	-	-	-	12,000	-
Total Capital Outlays	$ 206,348	$ 28,201	$ 6,623	$ 42,000	$ 107,000
Total Expenditures	**$ 470,511**	**$ 448,129**	**$ 302,046**	**$ 1,539,911**	**$ 1,699,330**

CAPITAL ASSET MANAGEMENT PLAN FUND

The Conservation District's Capital Asset Management Plan (CAMP) exists to provide for the long-term management and maintenance of its assets and infrastructure. This includes costs of more substantial capital needs, such as the replacement of bridges, paved trail systems, and roads, which are beyond the regular and more routine asset repairs and replacements funded within the General Fund.

For most of the 1990's and up through 2006, much of the Conservation District's capital needs were funded from the additional property tax revenue derived from new development as allowed under PTELL. The additional property tax revenues attributable to new development were growing by an average of more than $200,000 annually prior to the 2007/2008 economic downturn. The Conservation District's budget guidelines restricted the use of the new development monies to only capital needs. However, beginning in 2008, as new development in the County began a steep decline, the associated property tax revenue fell proportionately, and the Conservation District was forced to find an alternate funding source. In January of 2010, the Board of Trustees formally designated $4.5 million of 'unrestricted' Fund Balance of the Dedicated Accounts Capital Fund to be used for CAMP initiatives. To facilitate more efficient accounting, budgeting and reporting, a separate fund was created to account for the CAMP projects- the 'Capital Asset Management Plan Fund.

The 10-year comprehensive Capital Asset Management Plan was most recently updated in August of 2023 and estimated the total cost to replace and/or repair existing sites and trails over the next ten years to be $14.8 million dollars. As of the end March 31, 2025, the funding within the CAMP was completely exhausted and all future CAMP needs need to be supported from the General Fund's limited unrestricted fund balance. This significant funding shortfall forced the Conservation District to adopt a new methodology for managing the upkeep and replacement of assets and infrastructure. Historically, the Conservation District had followed a proactive approach, with assets being replaced as they *approached* the end of their scheduled useful life and before they had been completely exhausted or became non-functional. Beginning with the FY 2020 Budget, the Conservation District moved away from this more proactive approach to one that addresses only critical needs as they arise. While this new methodology minimizes expenditures in the short term, the longer-term liability of the CAMP would grow exponentially due to both inflation and the general higher costs of delaying major repairs and replacements until an asset has further deteriorated.

This urgent need to address the long-term replacement and repair needs of the District's infrastructure was one of the driving forces in seeking voter approval for an increase in the limiting rate of its corporate operating levy. A significant portion of the additional property tax revenue generated by the rate increase will be transferred to the CAMP fund each year beginning in FY 2028.

CAPITAL ASSET MANAGEMENT PLAN FUND: Revenues

In past years, most of the Conservation District's grant opportunities and initiatives have been related to funding new capital initiatives such as adding new site amenities or trail extensions. However, with limited resources, the Conservation District has shifted its focus to finding grant opportunities that will support the repair and replacement of existing capital assets in accordance with the CAMP; as such related grant opportunities are budgeted within the Dedicated Accounts Fund.

CAPITAL ASSET MANAGEMENT FUND: Expenditures

The FY 2027 Budget includes $1,113,839 for capital outlays, which is $554,736 less than the total prior FY 2026 Budget. The $1.11 million budgeted expenditures include $611,039 of expenditures related to projects that were budgeted for in the prior FY 2026, but were not completed.

The budgeted FY 2027 capital initiatives include the following:

GL Act #	Site	Description	Amount
Building Repairs and Improvements			
05-09-729	Brookdale	Window replacement and exterior painting	145,000
05-09-729	Glacial Park	Powers walker House- roof replacement, cedar shake	60,000
05-09-729	Silver Creek, PEC	Repair Education Center exterior stairs	127,449
05-09-729	District wide	Stabilization of exterior envelopes to preserve structural integriety of historical structures at Brookdale, Fox Bluff, Glacial Park & North Branch	50,000
		Total Building Repairs & Improvements	**$ 382,449**
Roads & Parking Repairs and Improvements			
05-09-733	Brookdale	Cut out and patch entrance road, circle drive, and front parking lot.	31,050
05-09-733	Pleasant Valley	Resurface facilities maintenance shop parking and drive	82,800
05-09-733	Marengo Ridge	Cut out and patch Thomas Woods Road, main parking lot and group campground road.	27,945
		Total Roads & Parking Repairs & Improvements	**$ 141,795**
Building/Structure Demolitions			
05-07-790	The Hollows	Demolition of single family residence and restoration of site	51,750
		Total Building/Structure Demolition	**$ 51,750**
Site Repairs and Improvements			
05-09-960	Boger Bog	Replacement of boardwalk and bridge.	184,550
		Total Site Repairs & Improvements	**$ 184,550**
Trail Repairs and Improvements			
05-09-961	Prairie Trail, Link	Prairie Trail Link, design engineering Edgewood to Bull Valley Road.	38,295
		Total Trail Repairs & Improvements	**$ 38,295**
Natural Area Restorations			
05-08-488	Kishwaukee Corridor	Kishwaukee River mitigation bank engineering	25,000
		Total Natural Area Restorations	**$ 25,000**
Other Initiatives			
05-09-488	District-wide	Comprehensive master planning	250,000
05-09-790	District-wide	Unanticipated Expenditures	40,000
		Total Other Initiatives	**$ 290,000**
		Total FY 2027 Budgeted CAMP Fund Expenditures	**1,113,839**

The District updates the comprehensive 10-year Capital Asset Management Plan (CAMP) every two to three years with estimated costs for all capital projects, but not funding sources, as historically there has not been a funding source. The District updates the shorter 3- year CAMP annually. The 3-year CAMP for FY 2027-FY 2029 is shown on the next pages. The identified initiatives are budgeted for within both the CAMP Fund and Dedicated Accounts Fund.

Capital Asset Management Plan
FY 2027 - FY 2029

Capital Asset Management Plan (CAMP) - 05 Funded

No.	Conservation Area	Project Description	Fiscal Year 2027		2028	2029	Grant Funding Potential
Regional Trail Projects			*2026 Role Over*	*x (3.5%)*	*x (3.5%)*	*x (3.5%)*	
1	Prairie Trail, North	Engineering + Construction Phase - Nippersink Creek Bridge (PTN-04) north of Harts Road. $60,000 for abutment repairs 2028.			$ 72,450.00		
2	PT, Link	Edgewood to Bull Valley Road (Eng FY26 - Const FY27)	$ 38,295.00		$ 308,430.00		FY28/ INDR BIKE
3	PT, Link	Rte 120 to Bull Valley Road (Eng FY27 - Const FY28)			$ 46,575.00	$ 326,025.00	FY29/ INDR BIKE
Conservation Area Projects							
4	Marengo Ridge	Trailhead Improvements/Replacement - Asphalt (HMA) trail to shelter.			$ 53,820.00		
Bridges and Boardwalks Projects							
5	Boger Bog	Boardwalk + Bridge - Total Replacement.	$ 134,550.00	$ 50,000.00			
Roadways and Parking Lot Projects							
6	Beck's Wood	Main Access + Campground (trail, parking, road)				$ 113,850.00	
7	Brookdale, Administrative Offices	Entrance Road + Circle Drive, Front (Staff) Parking Lot - FY 2026 HMA Cut Out + Patch. FY 2028 Full HMA Replace/Resurface.	$ 31,050.00		$ 310,500.00		
8	Marengo Ridge	Thomas Woods Road - FY 2026 ($14K), Main Parking Lot (Seams) ($7K) + Group Campground Road ($4K) - Asphalt Cut Out + Patch. FY 2028 Full HMA Replace/resurface.	$ 27,945.00		$ 370,530.00		
9	Pleasant Valley	Facilities Maintenance Shop - HMA Resurfacing		$ 82,800.00			
Building/ Structures Demolition Projects							
10	Fox Bluff	Tribune Building			$ 55,890.00		
11	Glacial Park	Klimas Farmstead (including the trailer) - minus horse arena				$ 145,686.00	
12	Glacial Park	Wiedrich Barn Nursery Buildings (includes well modification)			$ 35,000.00		
13	The Hollows	Residence (*Goose Lake Pole Barn $8,000 in GF)	$ 51,750.00				
14	Rush Creek	Ogeruk - Former Private Residential Home + Drive.			$ 56,925.00		
15	Rush Creek	Residence			$ 56,925.00		
16	Silver Creek, PEC	PEC North Barn (*instead of replacing roof)			$ 108,675.00		
Building/ Structures Improvement Projects							
17	Brookdale	Exterior Painting		$ 65,000.00			
18	Brookdale	Window Replacement		$ 80,000.00			
19	Glacial Park	Agrevo Field Staff Facility - Replacement/New Roof (including trusses)				$ 336,375.00	
20	Glacial Park	LVVC - Retaining Wall				$ 107,122.00	
21	Silver Creek, PEC	Education Facility Improvements: Exterior Stairs - Construction Phase.	$ 127,449.00				
22	District-wide	Install Key Card reader System to all 10 Shop Facilities				$ 25,000.00	
Historical Building/ Structures Preservation Projects							
23	Glacial Park	Powers Walker House - Replacement Roof (cedar shake)		$ 60,000.00			
24	District-wide	Stabilization/ Maintain Exterior Envelopes - Address pressing needs to ensure structural integrity of District's four (4) Conservation Areas with Historical Sites: Brookdale, Fox Bluff, Glacial Park + North Branch)		$ 50,000.00			
Natural Restoration Initatives							
25	Kish watershed	Kishwaukee Mitigation Bank Engineering	$ 25,000.00				
26	Goose Lake	Prairie reconstruction			$ 65,000.00		
27	Barber Fen	Reforestation, conversion of row crop to oak woodland			$ 40,000.00		
New Initiatives							
28	Hebron Trail	Phase I Engineering in preparation for potential grants for a safe connection + Railroad crossing.			$ 72,450.00	$ 683,100.00	
29	District-wide	Forward to 2024 Comprehensive Conservation Master Plan	$ 200,000.00	$ 50,000.00			$ 150,000.00
		Emergency Repairs - Unanticipated:		$ 40,000.00	$ 40,000.00	$ 40,000.00	
		Subtotal FY 2027 Capital Asset Management Plan, CAMP Fund Budget:	**$ 636,039.00**	**$ 477,800.00**			
		Total 3-Year CAMP, CAMP Fund Budgets:	**$ 1,113,839.00**		**$ 1,693,170.00**	**$ 1,777,158.00**	**$ 150,000.00**

Capital Asset Management Plan FY 2027 - FY 2029							
Dedicated Accounts - 02 Funded (Grants)							
			Fiscal Year				Grant Funding Awarded
No.	**Conservation Area**	**Project Description**	**2027**		**2028**	**2029**	
Regional Trail Projects			*2026 Roll Over*				
1	Prairie Trail	Wayfinding Signage Plan. *Partnership with MCDOT. GUIDE contract $194,500	$ 300,000.00				$ 259,450.00
2	Hebron Trail	Phase I + 2 Engineering for Overpass of RR + Lange Road		$ 320,000.00			$ 320,000.00
3	Hebron Trail	Phase I + 2Engineering + Construction for Overpass of RR + Lange Road				$ 4,000,000.00	
Conservation Area Projects							
4	Fox Bluff	Public Access to the South/ River Access (Former Camp Algonquin)				$ 4,300,000.00	$ -
Roadways and Parking Lot Projects							
5	Glacial Park	Harts Road Improvements				$ 1,660,000.00	$ -
		Subtotal FY 2027 Capital Asset Management Plan, Dedicated Accounts Fund Budget:	**$ 300,000.00**	**$ 320,000.00**			
		Total 3-Year CAMP, Dedicated Acccounts Fund Budgets:		**$ 620,000.00**	**$ -**	**$ 9,960,000.00**	**$ 579,450.00**
		Total 3- Year Capital Asset Management Plan, All Funds		**$ 1,733,839.00**	**$ 1,693,170.00**	**$ 11,737,158.00**	**$ 729,450.00**

More detailed information on the more significant FY 2027 budget projects can be found on the next several pages.

McHenry County Conservation District

Division: Land Preservation & Natural Resources	Project: Kishwaukee Mitigation Bank Engineering
Phase: 2 of Application Process	Code:
Target Start: April 1, 2026	Target End: March 31, 2027
Grant:	Completed:

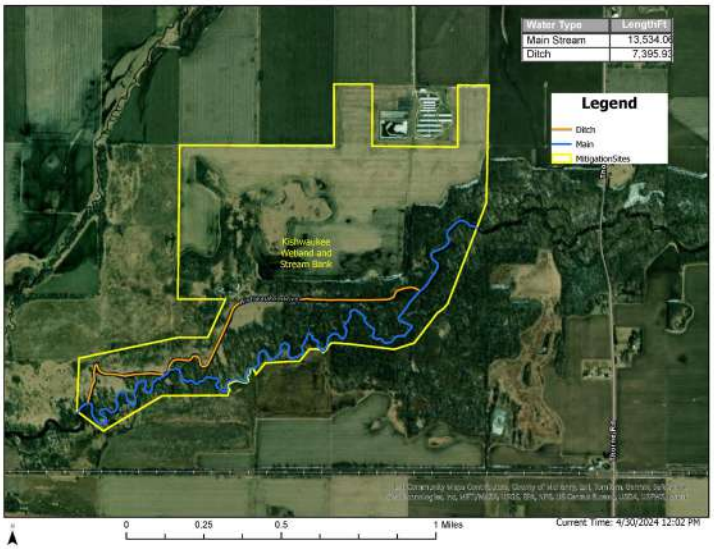
Description: The *Kishwaukee Mitigation Bank* project plan development phase is in progress through RFP#0521.08.01 and may require additional engineering services in response to the planned submittal to the US Mitigation Banking Review Team for a planned wetland and stream mitigation bank in the Kishwaukee River Watershed. The potential bank site includes floodplain and wetland soils associated with the Kishwaukee River and will require tile removals, ditch closure, and approximately 7,400 feet of channel abandonment to re-establish flows to 13,500 feet of natural channels and rehydrate 40 acres of drained hydric soils.

Status: Project Submittal Stage

Project Costs: $25,000

Engineering Services	$25,000.00
Total 26/27 Estimated Project Phase Cost:	**$25,000.00**

Prior years actual expended:	$ 59,610.00
Future years additional estimated costs:	$ 0
Total Projected Phase Costs:	**$84,610.00**



Project: Forward to 2040 with a Vision to 2071Comprehensive Conservation Plan	Code: 26PD009
Phase: Planning	Target Start: 10.28.2025
Grant: TBD, submitted for funding assistance by MCCF in 2025	Target Completion: 02.01.2027

Description: The McHenry County Conservation District is working to develop the Forward To 2040 Comprehensive Conservation Plan. The Plan will serve as a strategic guide for the District through 2040, grounded in current needs and emerging trends, while also establishing a long-term vision to 2071, the District's centennial. The plan will reflect commitment to ecological health, community access and outreach, outdoor equity, and sustainable growth.

Status: This project is in progress which involves: Engagement with Board of Trustees, District staff, and community stakeholders; County-wide needs assessment, town hall-style meetings, and other public engagement and outreach; Statistically valid survey is required as part of the needs assessment and community engagement; Comprehensive inventory of District lands, facilities, programs, and natural resources; Benchmarking of services and conditions against local, regional, and national trend; and Identification of service gaps, opportunities for innovation, and community priorities.

FY 2027 Budget: $250,000

Grant Recoveries: Submitted for funding assistance by MCCF to the Community Foundation for McHenry County in 2025 but not awarded.

Total Projected Costs: $250,000



McHenry County Conservation District

Project: Boger Bog Boardwalk Replacement	Code: 26PD001
Phase: Construction + Engineering/ Construction Supervision	Target Start: Fourth Quarter FY 2026
Grant: NA	Target Completion: Fourth Quarter FY 2027

Description: Boger Bog Conservation Area was designed in 2005 to provide recreational trails for hiking and nature observation as well as recognize the sites cultural history and protect the unique natural communities. With much of the land being either wetlands, fens or wet prairies, the front half of the site required the trail to be constructed as an elevated boardwalk and bridge system which needs replacement, releveling and resetting of several diamond piers + redecking.

Status: This project is in progress. This will be a collaborative in-house and bid/ contractor project between Planning and Development and Operations. This winter, internal team will complete selective removal to better understand what is needed from a design/ engineering standpoint. Bid Let for the pier replacement and rebuild is tentatively planned for spring 2026.

FY 2027 Budget: $184,550
Grant Recoveries: NA

Total Projected Costs: $184,550



McHenry County Conservation District

Project: Prairie Trail Link, Edgewood to Bull Valley	Code: 26PD007
Phase: Engineering Phase 1	Target Start: 10.21.2025
Grant: NA	Target Completion: First Quarter FY 2027

Description: The Prairie Trail Improvement Project includes approximately a section approximately 2.8 miles between Edgewood Road and Bull Valley Road in McHenry, IL. This Phase I Engineering will develop design and construction plans that follow ecological principles to protect water quality, preserve habitat and minimize environmental impact, maintaining a sustainable and valuable recreational resource for the community.

Status: This project is in progress. The District hired Hey and Associates this fall. Topographic inventory, wetland delineation and soil borings have been completed. Potentially this project will be completed within FY 2026, but due to timing of budget FY 2027 preparations it is identified as a roll over project.

FY 2027 Budget: $38,295
Grant Recoveries: NA

Total Projected Costs: $38,295



McHenry County Conservation District

Project: Asphalt Maintenance - Brookdale, Marengo Ridge and Pleasant Valley	Code: 27PD000 TBD
Phase: Construction	Target Start: First Quarter FY 2027
Grant: NA	Target Completion: Fourth Quarter FY 2027

Description: The District has multiple areas with deferred asphalt/ pavement maintenance, including priorities such as, Brookdale Entrance Road, Circle Drive and Front (staff) parking Lot HMA Cut out and patch. Marengo Ridge, Thomas Woods main parking lot and group campground road cut out and patch. Pleasant Valley Facilities Maintenance Shop HMA resurfacing.

Status: This project was reappropriated due to staffing capacity and will be initiated in FY 2027, once budget is approved.

FY 2027 Budget: $31,050 BD, $27,945 MR, $82,800 PV
Grant Recoveries: NA

Total Projected Costs: $141,795



McHenry County Conservation District

Project: Silver Creek, Prairieview Education Center – Exterior Stairs Repairs	Code: 26PD004
Phase: Construction	Target Start: Third Quarter FY 2026
Grant: N/A	Target Completion: First Quarter FY 2027

Description: Prairieview Education Center is one of the District's three (3) public facilities and the second focused mainly on environmental education opportunities. This building was originally a residential home and repurposed in 1997 by the Conservation District. The exterior stairs are original with several minor upgrades throughout the years. In 2025 the stairs were evaluated and it was decided to plan and budget for replacements.

Status: This project is in progress. Project was awarded to Carmichael Construction, Inc. fall of 2026, with work to begin December 2026. Potentially this project will be completed within FY 2026, but due to timing of budget FY 2027 preparations it is identified as a roll over project.

FY 2027 Budget: $127,450
Grant Recoveries: NA

Total Project Costs: $127,450



McHenry County Conservation District

Project: Brookdale, Exterior Painting & Window replacement	Code: 27PD000 TBD
Phase: Bid Let + Construction	Target Start: First Quarter FY 2027
Grant: N/A	Target Completion: Fourth Quarter FY 2027

Description: Brookdale is the District's Main Administrative headquarters and was originally remodeled/ repurposed in 2000. Since that time the exterior has been painted once, and the windows have not been replaced. This maintenance has been deferred due to budget constraints.

Status: This project will be initiated when FY 2027 budget is approved.

FY 2027 Budget: $145,000
Grant Recoveries: NA

Total Project Costs: $145,000





McHenry County Conservation District

Project: Historical Preservation Initiatives	Code: 27PD000 TBD
Phase: Construction/Stabilize/ Maintain Exterior Envelopes	Target Start: First Quarter FY 2027
Grant: NA	Target Completion: Fourth Quarter FY 2027

Description: District-wide stabilization and maintenance of exterior envelopes to address pressing needs to ensure structural integrity of the District's four (4) Conservation Areas with Historical Sites: Brookdale, Fox Bluff, Glacial Park & North Branch. Glacial Park, Powers Walker House cedar shake replacement roof.

Status: This project will be initiated when FY 2027 budget is approved.

FY 2027 Budget: $60,000 PWH, $50,000 TBD
Grant Recoveries: NA

Total Projected Costs: $110,000



McHenry County Conservation District

Project: The Hollows, Single-Family Residence *(Adjacent to the Main Parking Lot)* – Building/ Structure Demolition + Site Restoration	Code: 26PD003
Phase: Construction Document Development, Permitting + Construction	Target Start: Third Quarter FY 2026
Grant: N/A	Target Completion: Fourth Quarter FY 2026

Description: This 1,114 SF single-family residence sits adjacent to the main parking lot of the District's Hollows Conservation Area, in Cary, IL. Originally built for the District's Chief of Police 55 plus years ago, it has continued to be rented out to staff. Over the last several years the repairs and replacements have increased beyond the value of the structure itself. The septic system needs to be completely replaced and brought up to current codes/ standards. Therefore, it was put on the demolition priority list.

Status: This project is in progress. Asbestos inspection and abatement is currently in progress. Potentially this project will be completed within FY 2026, but due to timing of budget FY 2027 preparations it is identified as a roll over project.

FY 2027 Budget: $51,750
Grant Recoveries: NA

Total Project Costs: $50,000



CAPITAL ASSET MANAGEMENT PLAN FUND

FY 2027 - Annual Budget

The following schedule shows the FY 2027 budget for the Capital Asset Management Plan Fund. For comparative purposes, the schedule includes the actual total amounts for the fiscal year ended 03/31/2024 (Actual FY 2024), the actual total amounts for the fiscal year ended 03/31/2025 (Actual FY 2025), the year-to-date actual amounts through October 31, 2025 for the fiscal year ending 03/31/2025 (YTD Actuals FY 2025), the budgeted amounts for the fiscal year ending 03/31/2026 (Budget FY 2026), and the budgeted amounts for the next fiscal year ending 03/31/2027 (Budget FY 2027).

Capital Asset Management Plan (CAMP) Fund
Annual Budget - Fiscal Year 2027

	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Revenues					
Interest Income	6,384	5,066	2,580	10,625	3,250
Other Income	124,430	56,771	-	-	-
Grants	50,000	-	66,147	-	-
Total Revenues	**$ 180,814**	**$ 61,837**	**$ 68,727**	**$ 10,625**	**$ 3,250**
Expenditures					
Capital Outlays					
Master Plan	-	-	12,733	200,000	250,000
Site Improvements	-	46,890	-	130,000	184,550
Natural Area Restorations	-	219,877	35,092	188,200	25,000
Building Removal	370,059	188,683	-	73,000	51,750
Trail Improvements	882,059	533,745	-	552,375	38,295
Building Improvements	129,021	158,945	83,464	428,000	382,449
Road & Bridge Improvements	-	-	-	57,000	141,795
Unanticipated Expenditures	-	-	-	40,000	40,000
Total Capital Outlays	$ 1,381,139	$ 1,148,141	$ 131,290	$ 1,668,575	$ 1,113,839
Total Expenditures	**$ 1,381,139**	**$ 1,148,141**	**$ 131,290**	**$ 1,668,575**	**$ 1,113,839**
Other Financing Sources					
Permanent Transfer In	400,000	1,110,000	-	750,000	750,000
Total Permanent Transfers	$ 400,000	$ 1,110,000	$ -	$ 750,000	$ 750,000
Change in Fund Balance	**$ (800,325)**	**$ 23,696**	**$ (62,562)**	**$ (907,950)**	**$ (360,589)**

INSURANCE FUND

The Insurance Fund is established to account for general liability, errors and omissions, property and worker's compensation insurance coverage, and other Risk Management Loss Control (RMLC) initiatives. It is funded solely by a property tax levy which is authorized under the Illinois Local Government Tort Immunity Act (745 ILCS 10/9-107), and the use of the property tax revenues are restricted for the sole purposes of reducing tort liability and RMLC initiatives as defined within the Act. The Conservation District is a member of the Park District Risk Management Agency (PDRMA), a self-insured intergovernmental risk management pool which provides the Conservation District with comprehensive insurance coverage including general liability, automobile liability, public official's errors and omissions coverage, employment practices, law enforcement liability, and worker's compensation. The insurance premiums paid to PDRMA for the insurance coverages, account for 97% of the Insurance Fund's total annual budgeted expenses. The Insurance Fund also provides for some safety training in areas such as employee safety, emergency planning, Illinois Right-to-Know, Occupational Safety and Health Administration (OSHA) compliance, and other initiatives directly related to Risk Management and Loss Control.

INSURANCE FUND: Revenues

Revenues consist solely of property tax revenues and a small amount of interest earned on those revenues. The Insurance Fund levy is subject to the Property Tax Extension Limitation Laws (PTELL) and is included in the total 'aggregate' levy applicable to the PTELL limits. The total FY 2027 budgeted tax revenues are $209,225 which is a 32% decrease from the prior year. While the expenditures are expected to increase by 12.6% (excluding the $200,00 budgeted for unanticipated expenditures), the 2025 tax levy was intentionally reduced to allow the utilization of accumulated reserve balance within the Insurance Fund.

INSURANCE FUND: Expenditures

Total expenditures budgeted for FY 2027 are $411,268, which represents an increase of $61,889 or 18% over the prior year's budgeted operating expenses. Expenditure highlights include the following:

- The 'contractual' insurance (provided by PDRMA) premium rates are budgeted to increase 12.6% over the prior year. This is based on a preliminary rate estimated provided by PDRMA in September of 2025. While increases in premium rates are generally driven by both the Conservation District's own actual claims experience, as well as the overall experience of member risk pool, PDRMA implemented a significant change in the methodology for determining risk exposure. Beginning in 2024, PDRMA changed the exposure basis for determining member contributions/premiums as follows:
    - Property liability exposure was changed from 'operating expenditures' to 'total asset values'.
    - Pollution liability exposure was changed from 'operating expenditures' to 'total acres'.
    - Employment liability exposure was changed from 'operating expenditures' to 'total payroll'.

  The change in the determination of risk exposure resulted in a significant increase in the District's premium beginning in calendar year 2024, but PDRMA capped the first-year increase to members to 5.0%. Beginning in 2026 the District is realizing the full impact of the change.

- $20,000 has been budgeted for unanticipated expenditures. This is to provide a budgetary legal appropriation cushion, should PDRMA actual premiums be higher than their estimate.

- As in prior years, the budget includes premiums for an Official's Surety Bond which is provided by Alliant Insurance Services, which is not part of PDRMA.

McHenry County Conservation District

The below table shows the annual FY 2027 Budget for the Insurance Fund. For comparative purposes, the schedule includes the actual total amounts for the fiscal year ended 03/31/2024 (Actual FY 2024), the actual total amounts for the fiscal year ended 03/31/2025 (Actual FY 2025), the year-to-date actual amounts for the fiscal year ending 03/31/2026 (YTD Actuals FY 2026), the budgeted amounts for the fiscal year ending 03/31/2026 (Budget FY 2026), and the budgeted amounts for the next fiscal year ending 03/31/2027(Budget FY 2027).

Insurance Fund
Annual Budget - Fiscal Year 2027

	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Revenue					
Property Tax Revenue	249,562	249,291	300,698	309,656	209,225
Interest on County Taxes	55	59	-	45	45
Total Revenues	**$ 249,617**	**$ 249,349**	**$ 300,698**	**$ 309,701**	**$ 209,270**
Operating Expenditures					
PDRMA - Insurance Premiums					
General Liability Insurance	50,576	66,944	23,065	64,332	73,117
Property Insurance	73,419	73,352	15,918	91,307	99,867
Worker's Compenation Ins	138,724	155,663	43,815	177,205	210,534
Total PDRMA Insurance Premiums	262,719	295,959	82,798	332,844	383,518
Other RMLC Expenditures					
Officials Surety Bond	2,695	2,450	-	2,750	2,750
Unemployment Insurance	(347)	-	-	2,500	2,500
Training & Education	70	70	-	500	500
Employment Expenses	1,998	1,508	1,463	2,000	2,000
Unanticipated Expenditures	-	-	-	-	20,000
Total Other RMLC Expenditures	4,417	4,028	1,463	7,750	27,750
Total Operating Expenditures	**$ 267,136**	**$ 299,987**	**$ 84,261**	**$ 340,594**	**$ 411,268**
Fund Balance Increase/(Decrease)	**$ (17,519)**	**$ (50,637)**	**$ 216,437**	**$ (30,893)**	**$ (201,998)**

McHenry County Conservation District

DEBT SERVICE FUND

As of March 31, 2026, the Conservation District will have $15,855,000 of total debt outstanding. The Conservation District's outstanding debt consists of $13,470,000 of General Obligation (GO) bonds; all of which were approved by referendum for the sole purposes of land acquisition, site and facility developments, and ecological and natural restoration initiatives. In December of 2014, the Conservation District took advantage of the lower interest rate environment to refinance the outstanding General Obligation bonds. The refinancing resulted in a net present value savings to taxpayers of over $12 million dollars and reduced future debt service property tax levies by over $14 million dollars over the life of the bonds. For the 2024 levy year, the County Clerk abated $685,750 of property taxes as a direct result of the 2014 refinancing.

There is also $2,385,000 of outstanding debt certificates that were issued to acquire land through the retirement of an installment contract. The installment contract was entered into in 2006 in the amount of $6.3 million dollars to acquire a parcel of land at a fixed interest rate of 2.5% *(This rate represented a discount of 44% from the current market rate, which was approximately 4.5% at the time the installment loan was entered into.)* The Conservation District paid off the full $4.3 million dollar balance in FY 2021, using $2.38 million dollars from an issuance of debt certificates and $1.92 million of unrestricted reserves. The Debt Certificates were issued at an effective interest rate of 1.26%. The Conservation District plans to refinance the debt certificates in 2026, when the Conservation District's debt service levy on existing GO Bonds will be reduced from $14.1 million dollars to $0.00.

The last property tax levy on the GO bonds will be made in 2025 for $14.1 million and in 2026 the debt service levy will be completed eliminated, as the GO bonds will be paid off completely with the 2025 levy. This will represent an estimated 40% decrease in the total amount of property taxes levied by the District in 2026. As previously explained within the General Fund Budget section of this document, the District will be collecting an additional $3.6 of operational property taxes from the 'corporate' levy as a result of the proposition approved limiting rate increase. The District will abate the equivalent amount of $3.6 million from the 2025 debt service property tax levy, thus mitigating the operational levy increase. The abated amount of $3.6 million due on the GO bonds will be paid directly from the additional $3.6 million collected in property tax revenues from the operational/corporate tax levy. This effectively mitigates any property tax increase related to the proposition for the taxpayers, but makes the $3.6 million increase unavailable for operations for FY 2027.

The annual contractual debt service requirements to amortize the *current* outstanding debt are as follows:

Fiscal Year Ending Mar 31	Levy Year Ending Dec 31	Voter Approved GO Bonds		Debt Certificates		Debt Service Total
		Principal	Interest	Principal	Interest	
2027	2025	13,470,000	673,500	-	35,775	14,179,275
2028	2026	-	-	2,385,000	35,775	2,420,775
Totals		**$ 13,470,000**	**$ 673,500**	**$ 2,385,000**	**$ 71,550**	**$ 16,600,050**

McHenry County Conservation District

The Conservation District Act (70 ILCS 410/) of the Illinois Compiled Statutes limits the amount of indebtedness of the Conservation District to 1.725% of the equalized assessed value (EAV) of McHenry County. As of November 10, 2025, the estimated rate setting EAV of the County for December 31, 2025, was $13,529,579,889. Using this estimated EAV, the maximum available statutory debt margin would be $217,530,253.

The following schedule illustrates the computation of the Conservation District's estimated available statutory debt margin:

		Estimated Debt Margin 03/31/26
Estimated EAV 12/31/25	***$ 13,529,579,889***	
Maximum Statutory Debt Limit	1.7250%	
Total Maximum Statutory Debt Limit		$ 233,385,253
Less: Total Debt Outstanding		$ (15,855,000)
Total Available Statutory Debt Margin		**$ 217,530,253**

The following schedule shows the total budgeted revenues and expenditures by debt type for FY 2027:

	Debt Certificates 2020 Series	GO Bonds 2014 Series
Revenues		
Property Taxes	-	14,122,469
Interest on County P-Taxes	-	1,750
Interest Income	-	165,146
Total Revenues	**$ -**	**$ 14,289,365**
Expenditures		
Principal	-	13,470,000
Interest	35,775	673,500
Bank Service Fees	750	950
Total Expenditures	**$ 36,525**	**$ 14,144,450**
Other Financing Sources/(Uses)		
Permanent Transf. In- GO Bonds (Interest)	41,250	-
Permanent Transf. Out- Debt Certs	-	41,250
Total Other Financing Uses	**$ 41,250**	**$ 41,250**
Fund Balance Increase/(Decrease)	**$ 4,725**	**$ 103,665**

McHenry County Conservation District

The following schedule shows the annual FY 2027 Budget for the combined Debt Service Funds. For comparative purposes, the schedule includes the actual total amounts for the fiscal year ended 03/31/2024 (Actual FY 2024), the actual total amounts for the fiscal year ended 03/31/2025 (Actual FY 2025), the year-to-date actual amounts for the fiscal year ending 03/31/2026 (YTD actuals FY 2026), the budgeted amounts for the fiscal year ending 03/31/2026 (Budget FY 2026), and the budgeted amounts for the next fiscal year ending 03/31/2027 (Budget FY 2027).

Combined Debt Service Funds
Annual Budget - Fiscal Year 2027

	Actual FY 2024	Actual FY 2025	YTD Actuals FY 2026	Budget FY 2026	Budget FY 2027
Revenues					
Property Taxes	13,153,291	13,451,544	10,031,360	10,165,739	14,122,469
Interest Income	247,472	304,390	122,658	234,101	166,896
Total Revenues	**$13,400,763**	**$13,755,934**	**$ 10,154,018**	**$10,399,840**	**$14,289,365**
Expenditures					
Principal	10,760,000	11,615,000	-	12,515,000	13,470,000
Interest	2,453,775	1,915,775	667,513	1,335,025	709,275
Bank Service Fees	1,200	1,200	375	1,250	1,700
Total Expenditures	**$13,214,975**	**$13,531,975**	**$ 667,888**	**$13,851,275**	**$14,180,975**
Other Financing Sources/ (Uses)					
Permanent Transfer- In	-	3,628,139	-	3,628,139	41,250
Permanent Transfer- Out	-	-	-	-	(41,250)
Total Other Financing Sources/ (Uses)	**$ -**	**$ 3,628,139**	**$ -**	**$ 3,628,139**	**$ -**
Change in Fund Balance	**$ 185,788**	**$ 3,852,098**	**$ 9,486,130**	**$ 176,704**	**$ 108,390**

FINANCIAL POLICIES

The Conservation District has a comprehensive set of financial policies which cover all areas of financial operations, including but not limited to accounting, purchasing, financial reporting, investments, payroll, accounts payable, debt issuance and management, etc. For the sake of brevity, the financial policies provided as part of the Budget document represent only a sample of the comprehensive financial policies. Management has included those policies and/or portions of policies that are believed to be the most essential to understanding and supporting this Budget document.

5.00 FINANCE ADMINISTRATION

5.01 Accounting & Reporting

The Finance and Accounting Department of the Administration and Finance Division is responsible for the administration of the Conservation District's finances in accordance with the Conservation District Act and all local, state and federal laws. The Finance and Accounting Department handles the daily flow of cash and disbursement of payments based on the policies contained herein.

5.01.01 Accounting System

A. Fund Accounting

The Conservation District's accounting system is organized and operated on a fund basis. A fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves, and equities which are segregated for the purpose of carrying on specific activities for attaining certain accounting and reporting objectives and in accordance with special regulations, restrictions or limitations.

B. Types of Funds

The following types of funds will be used in accounting for the Conservation District's financial operations: governmental, proprietary and fiduciary.

C. Basis of Accounting

Accounting Methods

The implementation of GASB 34 adds two "Government-Wide" financial statements as a basic financial statements required for all governmental units. They are the Statement of Net Position, which represents the financial condition of the governmental and business activities of the Conservation District at fiscal year-end, and the Statement of Activities, which presents a comparison between direct expenses and program revenues for each program or function of the Conservation District's governmental and business activities. Both new statements are prepared on the full accrual basis.

The reporting for GASB 34 classifies funds as either governmental activities, business activities, or fiduciary funds. Further, non-fiduciary funds are classified as major or non-major funds. In reporting financial condition and results of operations for governmental units, the new standard concentrates on major funds, versus non-major funds. In accordance with accounting standards for governmental units, the Conservation District uses the modified accrual basis of accounting for governmental activity and fund financial statement reporting.

Presentation

1. **Government-Wide Financial Statements**
   The Statement of Net Position and the Statement of Activities display information about the reporting government as a whole. They included all funds of the reporting entity. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange revenues.

   The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. The Conservation District does allocate some indirect expenses to functions within the Statement of Activities. Program revenues include charges to residents who purchase, use or directly benefit from goods, services, or privileges provided by a given function and grants and contributions that are restricted to meeting the operational and capital requirements of a particular function. Taxes and other income items that are not specifically related to a function are reported as general revenues.

   Separate financial statements will be provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

   Interfund receivables and payables are eliminated in the Statement of Net Position.

2. **Fund Financial Statements**
   The fund financial statements are organized into individual funds each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts, which constitute its assets, liabilities, fund equity, revenues and expenditures/expenses. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal requirements, contractual provisions and other management objectives.

   Funds are organized as major funds or non-major funds within the governmental fund financial statements and an emphasis is placed on major funds. A fund will be considered major if it is the primary operating fund of the entity and may be considered major if meets the following criteria:
   - Total assets, liabilities, revenues or expenditures/expenses of that individual governmental or enterprise fund are at least ten percent of the corresponding total for all funds of that category or type; and
   - Total assets, liabilities, revenues or expenditures/expenses of that individual governmental or enterprise fund are at least five percent of the corresponding total for all governmental and enterprise funds combined.

3. **Governmental Funds (Governmental Activities)**
   Governmental fund types are those through which all governmental functions of the Conservation District are financed. The Conservation District's expendable financial resources are accounted for through governmental funds. The measurement focus is upon determination of changes in financial position rather than upon net income determination. A brief explanation of the Conservation District's governmental funds follows:

a. General Fund
b. Capital Improvement Plan Fund
c. Debt Service Fund
d. Insurance/Tort Immunity Fund
e. Dedicated Accounts Capital Fund
f. Natural Resources Management Fund

Major Funds

The Conservation District reports the following major governmental funds:

a. The General Fund, which accounts for the Conservation Districts primary operating activities.
b. The Capital Improvement Fund, which accounts for the long-term management and maintenance of public access improvements such as bridges, paved trail systems, roads and facilities.
c. The Debt Service Fund, which accounts for the payment of long-term debt principal, interest and related costs.

Non-Major Funds

The Conservation District reports the following non-major funds:

a. The Tort/Liability Insurance Special Revenue Fund, which accounts for the general liability, errors and omissions, property and worker's compensation insurance coverage and other risk management loss control initiatives.
b. The Dedicated Accounts Capital Fund, which accounts for assets generated from grant awards and other unique revenue sources as well as the investment income earned on these assets. The Dedicated Accounts Capital Fund may be reported as a Major Fund when the projects and associated expenditures are high enough to warrant such.
c. Natural Resources Management Fund, which accounts for specific natural resource management projects.

Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, both governmental and business-type activities are presented using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred, or economic asset is used. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The current financial resources measurement focus and the modified accrual basis of accounting are followed by the governmental funds. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance the Conservation District's operations. "Measurable" means the amount of the transactions can be determined, and "available" means collectable within the current period or soon enough thereafter to be used to pay liabilities of the current period.

Property taxes, agricultural leases and charges for services are the primary revenue sources susceptible to accrual. The Conservation District records a receivable for property taxes when the taxes are levied but does not

recognize the taxes as revenue until they are actually received. Agricultural lease revenues are paid bi-annually, and the revenue is recognized at the time it is received. Program registration fees received by the Conservation District are recognized as revenue when the class starts. All other revenues are recognized when cash is received. Expenditures are recorded when the related fund liability is incurred.

The Conservation District reports deferred revenues as a “Deferred Inflow of Resources’ on its Statement of Net Position and its Governmental Funds Balance Sheet. For government-wide financial statements, deferred revenues arise from taxed levied in the current fiscal year, which are collected in the subsequent fiscal year. For governmental fund financial statements, deferred revenues occur when potential revenue does not meet both the “measurable” and “available” criteria for recognition in the current period or when resources are received by the Conservation District before it has a legal claim to them. In subsequent periods, when both revenue recognition criteria are met, or when the Conservation District has a legal claim to the resources, the liability for deferred revenue is removed from the Governmental Funds Balance Sheet and revenue is recognized accordingly.

Measurement Focus
On the government-wide Statement of Net Position and Statement of Activities, governmental activities are presented using the flow of economic resource measurement of focus as defined below.

The measurement focus of all government activities is the flow of current financial resource concept. Under this concept, sources and uses of financial resources, including capital outlays, debt proceeds and debt retirements, are reflected in operations.

Resources not available to finance expenditures and commitments of the current period are recognized as deferred revenue or a reservation of fund equity. Liabilities for claims, judgments, compensated absences and pension contributions, which will not be currently liquidated using expendable available financial resources are included as liabilities in the government-wide and proprietary fund financial statements. The related expenditures are recognized in the governmental fund financial statements when the liabilities are liquidated.

Legal Compliance
The Conservation District’s accounting system must make it possible to show that all applicable legal provisions have been complied with, and to determine fairly and with full disclosure the financial position and results of financial operation of the Conservation District.

Deviation
The financial position and the results of financial operation of each fund will be reported at the close of each fiscal year by an independent certified public accountant in the year-end audited financial statements and accompanying notes, reports and disclosures.

Conflicts Between Accounting Principles and Legal Procedures
If there is a conflict between legal provisions and generally accepted accounting principles applicable to governmental units, legal provisions must take precedence: however, the Conservation District’s accounting system should make possible the full disclosure and fair presentation of financial position and operating results in accordance with generally accepted principles of accounting applicable to governmental units.

5.01.02 Fund Balance Policy

The Conservation District shall maintain separate funds as required by state statutes. These funds shall be organized and operated under the provisions of the Conservation District's Accounting System.

In the course of operations, it may be necessary for the Conservation District to have transactions between funds. These transfers shall be governed by state statues and subject to annual audit.

A. Purpose

The purpose of this policy is to establish the principals and parameters to which a fund balance target will be defined. This policy is established to provide financial stability, cash flow for operations and the assurance that the Conservation District will be able to respond to emergencies with fiscal strength. More detailed fund balance financial reporting and the increased disclosures will aid the users of the financial statements in understanding the availability of resources.

In the event that unexpected situations may cause the Conservation District to fall below the minimum level, certain steps will be followed to correct the deficiency as outlined in the section below "Minimum Target Balances".

B. Definitions

1. **Governmental Funds**
   Governmental Funds are used to account for all of the Conservation District's general activities, including the collection and disbursement of earmarked monies (special revenue funds), the acquisition or construction of general capital assets (capital fund), and the servicing of long-term debt (debt service funds). The General Fund is used to account for all activities of the Conservation District not accounted for in some other fund.
2. **Fund Balance**
   Fund Balance is the difference between: 'assets plus deferred outflow of resources' and 'liabilities plus deferred inflow of resources' within a Governmental Fund.
3. **Nonspendable Fund Balance**
   Nonspendable Fund Balance is a portion of the Governmental Fund's fund balance that is not available to be spent either in the short-term or long-term, or through legal restrictions (e.g., inventories, prepaid items, land held for resale and endowments).
4. **Restricted Fund Balance**
   Restricted Fund Balance is a portion of a Governmental Fund's fund balance that is subject to external enforceable legal restrictions (e.g., grantor, contributor and certain property tax levies).
5. **Unrestricted Fund Balance**
   Unrestricted Fund Balance is made up of three components:
   a. Committed Fund Balance - The portion of a Governmental Fund's fund balance with self-imposed constraints or limitations that have been placed at the highest level of decision making through formal Board action. The same action is required to remove the commitment of fund balance.
   b. Assigned Fund Balance - The portion of a Governmental Fund's fund balance to denote an intended use of resources but with no formal Board action.

   c. Unassigned Fund Balance - Available expendable financial resources in a governmental fund that is not the object of a tentative management plan.

C. Fund Balance Philosophy

It is the Conservation District's philosophy to support prudent long-term financial management strategies, where fiscal sustainability is its first priority and fund balance levels are a crucial concern, while also building funds for future growth. It is essential to maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures). Fund balance levels are also a crucial consideration in long-term financial planning.

D. Scope

This policy establishes a hierarchy of fund balance and provides for the minimum amount of fund balance each governmental fund should maintain. Credit rating agencies carefully monitor levels of fund balance and unassigned fund balance in the general fund to evaluate the Conservation District's continued creditworthiness.

E. Minimum Fund Balance Levels

This policy applies to the Conservation District's governmental funds as follows:

1. **General Fund**

   The General Fund is a major fund and the general operating fund of the Conservation District. It is used to account for almost all of the administrative and programmatic operations of the Conservation District and financial resources except those that are accounted for in another fund.

   Each year a portion of the spendable fund balance will be determined as follows:

   a. Committed - A portion of the fund balance may be committed through formal action of the Board of Trustees either through resolution or ordinance.
   b. Assigned - Fiscal Sustainability. A portion of the fund balance may be assigned for specific purposes or initiatives. Such an assignment does not require a formal action of the Board of Trustees.
   c. Unassigned – Generally, when revenues are sufficient to support the current financial needs of the Conservation District, the portion of fund balance that is not committed or assigned for specific purposes within the General Fund shall be maintained at a minimum of three months of normal operating expenses (25% of annual operating expenses), not including capital outlays or interfund transfers. The unassigned fund balance will be reviewed annually during the budget process to ensure it is maintained at the three-month threshold. Balances in excess of three months (25%) of annual budgeted expenditures may be transferred through a formal resolution of the Board of Trustees to any other fund as determined by the Board of Trustees. During periods where revenues are not sufficient to support the known financial needs of the Conservation District, the Board of Trustees may elect to reduce the minimum level of General Fund unassigned fund balance to two months of normal operating expenses (16.6% of annual operating expenses), not including capital outlays or interfund transfers.

2. **Capital Improvement Plan Fund**

   The Capital Improvement Plan Fund is a major fund established to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays including the acquisition or construction of capital facilities and other capital assets.

This fund's fund balance will be considered restricted, committed, or assigned depending on the intended source/use of funds.

3. **Debt Service Funds**
The Debt Service Fund is a major fund and was established to account for financial resources that are restricted, committed, or assigned for the sole purposes of retirement of the Conservation District's bonds through contractual payments of principal and interest.

The McHenry County Clerk initiates the debt service levy for the Conservation District based on the bond's contractual payments due over the life of the bonds. The debt service levy is filed with the McHenry County Clerk at the time the bonds are issued. The property taxes collected may be in excess or deficient from the actual amounts levied by the McHenry County Clerk. Fund balance which may be derived from property taxes collected in excess of the contractual bond payments is restricted and can only be used for the future retirement of General Obligation bonds. When property taxes collected fall short of the bond's annual contractual payments, the Board of Trustees may levy the deficient amount(s) as additions to the debt service levy(s) of future years. Fund balance that is derived from interest or investment earnings on balances within the fund may be committed by the Board of Trustees for other purposes besides the retirement of debt.

4. **Insurance/Tort Immunity Fund**
This fund is a minor fund and was established to account for general liability, errors and omissions, property and worker's compensation insurance coverage and other risk management loss control initiatives.

This fund's fund balance is restricted for the sole purpose of reducing tort liability and risk management loss control activities as defined under the Illinois Local Government Tort Immunity Act (75 ILCS 10/9-107)

5. **Dedicated Accounts Capital Fund**
The Dedicated Accounts Capital fund is a minor fund established to account for the assets generated from grant awards and other unique revenue sources, as well as the investment income earned on these assets. The majority of the funding in this account is derived from grant recoveries, which are largely matching reimbursement type grants, where the funding is received after the completion of the project. As such, typically the fund balance will not be restricted, but is usually committed or assigned for specific initiatives.

6. **Natural Resources Management Fund**
The Natural Resources Management Fund is a special revenue fund. Special revenue funds are used to account for and report the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes other than debt service or capital projects. The vast majority of the revenue within this fund is derived from wetland mitigation contracts. Generally, the mitigation agreements will provide the Conservation District with significant funding to provide for the natural restoration of an area, but then the Conservation District must also maintain the restored area in perpetuity in accordance with the terms of the mitigation contracts. As such, the majority of the fund balance within the fund is considered restricted.

F. Flow Assumptions

Some projects (funds) are funded by a variety of resources, including both restricted and unrestricted (committed, assigned and unassigned). The Conservation District's flow of funds assumption prescribes that the funds with the highest level of constraint are expended first. If restricted or unrestricted funds are available for spending, the restricted funds are spent first. If different levels of unrestricted funds are available for spending, the Conservation District considers committed funds to be expended first followed by assigned and, lastly, unassigned funds.

G. Authority

A self-imposed constraint on spending the fund balance (Committed Fund Balance) must be approved by ordinance or resolution of the Board of Trustees. Any modifications or removal of the self-imposed constraint must use the same action used to commit the fund balance.

Formal action to commit fund balance must occur before the end of the fiscal year. The dollar amount of the commitment can be determined after year end. The Executive Director will determine if a portion of fund balance should be assigned.

H. Monitoring Minimum Fund Balance Levels

Conservation District management staff will monitor revenue collection and available cash by reviewing monthly financial reports. During the year, if there is an expectation that fund balance levels will not be met by the end of the fiscal year, the Executive Director may review all projected operational and capital expenditures with the management team, and accordingly, present a plan to the Board of Trustees for a modification of goals and projects established in the adopted budget.

5.01.03 Treasurer's Report

The Treasurer shall present a written report of all financial transactions of the Conservation District. The report will become a permanent part of the minutes upon acceptance of a majority of the Board present at each regular meeting.

5.01.04 Publication of Statements of Receipts and Disbursements

The Conservation District is required to annually prepare and file with the County Clerk a statement of receipts and disbursements which complies with the guidelines described in the Public Funds Statement Publication Act (30 ILCS 15/0.01 et seq.).

5.01.05 Statement of Economic Interests

By April 30 of each year elected or appointed officers are required to file with the McHenry County Clerk a statement of economic interests, unless they already filed a statement in relation to the Conservation District in that year (5 ILCS 120/4A-105, 4A-101 (g), (h)).

Employees of the Conservation District must file statements by April 30 of each year based upon the designated rate of pay or job responsibilities as required by the Statute.

5.01.06 Disclosures Under Securities Act – Bond Post Issuance Compliance Policy

Pursuant to the Conservation District's responsibilities under the securities laws, including its continuing disclosure undertakings (the "Undertakings") under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, and

the Securities and Exchange Commission's statements in enforcement actions, it is necessary and in the best interest of the Conservation District that the Conservation District's (i) preliminary and final official statements or offering circulars and any supplements or amendments thereto (collectively, the "Official Statements"), disseminated by the Conservation District in connection with any bonds, notes, certificates or other obligations, (ii) Annual Financial Information, as required by and defined in the Undertakings (the "Annual Financial Information") to be filed with the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system, and (iii) notices of Material Events or Reportable Events, each as defined in the Undertakings, and any other required or voluntary disclosures to EMMA (each, an "EMMA Notice") comply in all material respects with the federal securities laws. Further, it is necessary and in the best interest of the Conservation District that the Conservation District adopt policies and procedures to enable the Conservation District to create accurate disclosures with respect to its (i) Official Statements, (ii) Annual Financial Information, and (iii) EMMA Notices. Official Statements, Annual Financial Information and EMMA Notices are collectively referred to herein as the "Disclosures.

In response to these interests, the Conservation District hereby adopts the following policies and procedures (the "Disclosure Policy"):

A. Disclosure Officer

The Director of Administration and Finance of the Conservation District (the "Disclosure Officer") is hereby designated as the officer responsible for the procedures related to Disclosures as hereinafter set forth (collectively, the "Disclosure Procedures").

B. Disclosure Procedures: Official Statements

Whenever an Official Statement will be disseminated in connection with the issuance of obligations by the Conservation District, the Disclosure Officer will oversee the process of preparing the Official Statement pursuant to the following procedures:

The Conservation District shall select (a) the working group for the transaction, which group may include outside professionals such as disclosure counsel, a municipal advisor and an underwriter (the "Working Group") and (b) the member of the Working Group responsible for preparing the first draft of the Official Statement.

The Disclosure Officer shall review and make comments on the first draft of the Official Statement. Such review shall be done in order to determine that the Official Statement does not include any untrue statement of a material

fact or omit to state a material fact necessary in order to make the statements made in the Official Statement not misleading. Particular attention shall be paid to the accuracy of all descriptions, significant information and financial data regarding the Conservation District. Examples include confirming that information relating to the Conservation District, including but not limited to demographic changes, the addition or loss of major employers, the addition or loss of major taxpayers or any other material information within the knowledge of the Disclosure Officer, is included and properly disclosed. The Disclosure Officer shall also be responsible for ensuring that the financial data presented with regard to the Conservation District is accurate and corresponds with the financial information in the Conservation District's possession, including but not limited to information regarding bonded indebtedness, notes, certificates, outstanding leases, tax rates or any other financial information of the District presented in the Official Statement.

After completion of the review set forth in 2 above, the Disclosure Officer shall (a) discuss the first draft of the Official Statement with the members of the Working Group and such staff and officials of the Conservation District as the Disclosure Officer deems necessary and appropriate and (b) provide comments, as appropriate, to the members of the Working Group. The Disclosure Officer shall also consider comments from members of the Working Group and whether any additional changes to the Official Statement are necessary or desirable to make the document compliant with the requirements set forth in 2 above.

The Disclosure Officer shall continue to review subsequent drafts of the Official Statement in the manner set forth in 2 and 3 above.

If, in the Disclosure Officer's reasonable judgment, the Official Statement does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement not misleading, the Official Statement may, in the reasonable discretion of the Disclosure Officer, be released for dissemination to the public; provided, however, that the use of the Official Statement must be ratified, approved and authorized by the Board of Trustees of the District (the "Board").

C. Disclosure Procedures: Annual Financial Information

The Disclosure Officer will oversee the process of preparing the Annual Financial Information pursuant to these procedures:

1. By October 1 of each year (the same being at least thirty (30) days prior to the last date on which the Annual Financial Information is required to be disseminated pursuant to the related Undertaking, the Disclosure Officer shall begin to prepare (or hire an agent to prepare) the Annual Financial Information. The Disclosure Officer shall also review the audited or unaudited financial statements, as applicable, to be filed as part of the Annual Financial Information (the "Financial Statements"). In addition to the required updating of the Annual Financial Information, the Disclosure Officer should consider whether additional information needs to be added to the Annual Financial Information in order to make the Annual Financial Information, including the Financial Statements, taken as a whole, correct and complete in all material respects. For example, if disclosure of events that occurred subsequent to the date of the Financial Statements would be necessary in order to clarify, enhance or correct information presented in the Financial Statements, in order to make the Annual Financial Information, taken as a whole, correct and complete in all material respects, disclosure of such subsequent events should be made.

2. If, in the Disclosure Officer's reasonable judgment, the Annual Financial Information, including the Financial Statements, is correct and complete in all material respects, the Disclosure Officer shall file the Annual Financial Information with EMMA (or confirm that such filing is completed by any agent hired by the Conservation District for such purpose) within the timeframe allowed for such filing.

D. Disclosure Procedures: EMMA Notices

Whenever the Conservation District determines to file an EMMA Notice, or whenever the Conservation District decides to make a voluntary filing to EMMA, the Disclosure Officer will oversee the process of preparing the

EMMA Notice pursuant to these procedures:

1. The Disclosure Officer shall prepare (or hire an agent to prepare) the EMMA Notice. The EMMA Notice shall be prepared in the form required by the MSRB.

2. In the case of a disclosure required by an Undertaking, the Disclosure Officer shall determine whether any changes to the EMMA Notice are necessary to make the document compliant with the Undertaking.

3. If, in the Disclosure Officer's reasonable judgment, the EMMA Notice is correct and complete and, in the case of a disclosure required by an Undertaking, complies with the Undertaking, the Disclosure Officer shall file the EMMA Notice with EMMA (or confirm that such filing is completed by any agent hired by the Conservation District for such purpose) within the timeframe allowed for such filing.

E. Additional Responsibilities of the Disclosure Officer

The Disclosure Officer, in addition to the specific responsibilities outlined above, shall have general oversight of the entire disclosure process, which shall include:

1. Maintaining appropriate records of compliance with this Disclosure Policy (including proofs of EMMA filings) and decisions made with respect to issues that have been raised;

2. Evaluating the effectiveness of the procedures contained in this Disclosure Policy; and

3. Making recommendations to the Executive Director and Board as to whether revisions or modifications to this Disclosure Policy are appropriate.

F. General Principles

1. All participants in the disclosure process should be encouraged to raise potential disclosure items at all times in the process.

2. The process of revising and updating the Disclosures should not be viewed as a mechanical insertion of current numbers. While it is not anticipated that there will be major changes in the form and content of the Disclosures at the time of each update, the Disclosure Officer should consider whether such changes are necessary or desirable in order to make sure the Disclosure does not make any untrue statement of a material fact or omit to state a material fact necessary or desirable, in order to make the statements made, in light of the circumstances in which they were made, not misleading at the time of each update.

3. Whenever the Conservation District releases information, whether in written or spoken form, that may reasonably be expected to reach investors, it is said to be "speaking to the market." When speaking to the market, Conservation District officials must be sure that the released information does not make any untrue statement of a material fact or omit to state a material fact necessary or desirable, in order to make the statements made, in light of the circumstances in which they were made, not misleading.

4. While care should be taken not to shortcut or eliminate any steps outlined in this Disclosure Policy on an ad hoc basis, the review and maintenance of the Disclosures is a fluid process and recommendations for

improvement of these Disclosure Procedures should be solicited and regularly considered.

5. The Disclosure Officer is authorized to request and pay for attendance at relevant conferences or presentations, or annual training sessions conducted by outside counsel, consultants or experts in order to ensure a sufficient level of knowledge for the effective administration of this Disclosure Policy.

5.02 Budget

Adoption of budget and passage of annual appropriation ordinance is required. The Board shall, within the first quarter of each fiscal year, adopt a combined annual budget and appropriation ordinance as provided in the Illinois Municipal Budget Law, by which ordinance the Board may appropriate such sum or sums of money as may be deemed necessary to defray all necessary expenses and liabilities of the Conservation District, and in such annual budget and appropriation ordinance shall specify the objects and purposes for which such appropriations are made, and the account appropriated for each object or purpose. A majority of the entire Board shall be required to approve any budget ordinance.

The Conservation District's combined annual budget and appropriation ordinance shall not be considered to be adopted until it is also adopted by resolution of the McHenry County Board.

5.02.01 Fiscal Year

The fiscal year of the Conservation District shall commence April 1 of each year and extend through the following March 31.

5.02.02 Budget Approval Process/Timeline

Fiscal Year – April 1 – March 31		
Step	Action	Date
1.	Board of Trustees Budget Planning Begins	May & June
2.	Property Tax Extension Ordinance Adopted & Filed with McHenry County Clerk	September No later than September 30
3.	Board of Trustees Budget Planning Workshop	July & August
4.	Tentative Budget & Appropriation Ordinance Adopted, Filed with McHenry County Clerk & Public Hearing Legal Notice Published	January
5.	Public Hearing on Tentative Budget & Appropriation Ordinance	February No less than 30-days after adoption of Tentative Budget
6.	Final Budget and Appropriation Ordinance Adopted	February
7.	Resolution on Final Budget & Appropriation Ordinance presented to McHenry County Planning, Environment & Development Committee	March
8.	Resolution on the Final Budget & Appropriation Ordinance presented to McHenry County Board Committee of the Whole and County Board for Adoption	March No later than June 30

5.02.03 Annual Audit

A Certified Public Accountant shall be retained by the Board of Trustees to perform an annual audit of the Conservation District's books, records and accounts. The audit shall cover the immediately preceding fiscal year and shall begin as soon as possible after the close of the last fiscal year to which it pertains. Said Accountant shall make a personal, oral presentation and provide a written statement of opinion to the Board. The Board shall accept the audit by a motion passed by the majority of the Board.

The audit shall also be presented by the Conservation District to the McHenry County Board and a copy filed with the County Clerk for certification. Copies shall also be sent to the State Comptroller's office and the Director of the Illinois Department of Natural Resources.

5.02.04 Annual Financial Report

An annual financial report will be prepared outlining the activities of the Conservation District during the past fiscal year. A copy of the annual financial report is sent to the Director of the Illinois Department of Natural Resources and is to be made available to the public on the Conservation District's website.

5.02.05 Tax Abatement

Requests for tax abatement will be reviewed by the Board in conjunction with information on the financial impact such an abatement might have on the Conservation District. Full tax abatements up to the statutory limit may be granted for a period of two (2) years to firms which meet the requirements of the provisions of Illinois Revised Statutes. The approval of a resolution by a majority of the entire Board is required to grant a tax abatement. Tax abatement resolutions will be filed with the County Clerk upon approval.

5.03 Revenue Sources

5.03.01 Annual Property Tax Levy Ordinance

The Conservation District has the power to levy and collect taxes on all of the taxable property in the Conservation District for all corporate purposes. The Board of Trustees may accumulate funds for the purposes identified within the Conservation District Act including the acquisition of real property and may annually levy taxes for such purposes in excess of current requirements for its other purposes but subject to any lawful tax rate limitations.

All general taxes proposed by the Board of Trustees to be levied upon the taxable property within the Conservation District shall be levied by ordinance. A certified copy of such levy ordinance shall be filed on or before the first Tuesday in October with the McHenry County Clerk.

5.03.02 Bonds

For the purpose of development or acquisition of real property or rights thereto, the Conservation District may issue and sell bonds subject to the restrictions set forth in Illinois State Statutes (Chapter 96.5 Sections 7115 through 7127). Independent bond counsel and/or financial consultants may be retained to assist in the issuance and sale of such bonds. The approval of a majority of the entire Board is required to sell or issue bonds.

The Conservation District shall determine on a case-by-case basis the appropriateness of seeking a bond rating on the issuance of general obligation debt under the prevailing market conditions.

5.03.03 Fees and Charges

The Conservation District may charge and collect reasonable fees for the use of its facilities, privileges and any conveniences that may be provided. The Conservation District may also charge and collect reasonable fees for its programs and workshops as may be deemed appropriate. All licenses, fees and charges and other revenue received or collected by the Conservation District shall be deposited in the Conservation District's treasury and be used in accordance with the restrictions of the state statutes.

5.03.04 Grants

The Conservation District may apply for grants for any purpose from any department or agency of the state or federal government and/or private organizations. A separate accounting of grant funds and expenditures shall be maintained and be subject to the annual audit.

5.03.05 Gifts, Bequests and Fundraising

The Conservation District may accept gifts and bequests of money or other property; however, it is in the best interest of the Conservation District to direct the stewardship of these gifts, bequests of monetary or other property towards the McHenry County Conservation Foundation. Unless specified, money received may be deposited in special purpose accounts of the general fund of the Conservation District and used in accordance with state statutes.

Groups or organizations, with Conservation District authorization through the Executive Director, may solicit or accept gifts and bequests of money or other property for Conservation District purposes. Cash gifts in excess of $10.00 for Conservation District purposes must be receipted to the donor. A written record of receipts and disbursements shall be provided to the Conservation District. No group or organization may accept gifts and bequests of money or other property for Conservation District purposes without authorization from the Executive Director.

No group or organization may solicit or accept gifts or donations for any purposes on Conservation District property without authorization from the Executive Director of the Conservation District.

5.03.06 Naming Opportunities Policy

A. Purpose

The McHenry County Conservation District seeks to recognize the generosity of individuals, businesses, corporations, foundations, organizations, or other donors who have supported the Conservation District through substantial financial contributions. Working in collaboration with the McHenry County Conservation Foundation, the Conservation District offers naming opportunities for this philanthropic recognition. These naming opportunities may include but are not limited to, naming outbuildings, areas of the Conservation District's exterior property, furnishings and equipment, Conservation District programs or events, trails, and other significant assets. The Conservation District will not grant corporate naming rights of conservation areas or facilities. The Conservation District Board and the Foundation consider naming opportunities to be one of the greatest distinctions it can bestow and make the decisions on naming with an appreciation for that significance.

To ensure the appropriateness of naming opportunities, the Conservation District Board and the Foundation will adhere to the following guidelines to make decisions on the merits of each opportunity in naming Conservation

District assets. All benefactors interested in the Conservation District's naming opportunities must agree to the stipulations set forth in this policy.

B. Policy

It is the policy of the Conservation District and the Foundation that:
The Conservation District has the sole right to name or rename any or all of its assets. The Conservation District may refuse any financial donation if it is deemed not to be in the best interests of the organization.

The Executive Director is authorized to sign all naming opportunity agreements; however, all naming opportunity agreements greater than $60,000, will be through the adoption of a resolution by the majority of the Board of Trustees.

All naming opportunities must be appropriate and consistent with the Conservation District's mission and vision to preserve, restore and manage natural areas and open spaces for their intrinsic value and for the benefits to present and future generations.

Naming opportunities carry no power of direction or implied power of direction to the Conservation District on matters of appointment of persons, policies, or any other Conservation District processes or activities.

Naming opportunities will be identified by the Conservation District's Executive Director, in consultation with the Foundation's Executive Director and the Conservation District's Executive Leadership Team. Any list of naming opportunities will be submitted to the Conservation District Board for approval.

When a major building, renovation, remodeling, or addition project is to be undertaken, the solicitations for naming opportunities will be the responsibility of the Conservation District's Executive Director, the Foundation's Executive Director, and the Foundation's Board of Directors. A tailored naming opportunities list will be prepared by the Foundation and the Conservation District's Executive Director and approved by the Conservation District Board.

If two or more donors wish to obtain the same naming opportunity, the naming opportunity will be selected at the discretion of the Conservation District Board.

Contribution levels for naming opportunities are established by the Foundation with final approval by the Conservation District Board. Factors considered in the setting of donor contributions for naming opportunities include but are not limited to actual cost of the asset, cultural significance of the asset, and ongoing operating or maintenance costs.

All naming opportunities shall be approved for a specific term, which shall not be longer than the useful life of the property, facility, or asset, as determined by the Conservation District Board, unless otherwise established in an agreement between the Conservation District and the donor.

When a named significant asset has reached the end of its useful life and will be replaced, substantially renovated, or relocated, the replaced, renovated or relocated asset may be renamed in recognition of a new donor.

The Conservation District's Executive Director, in consultation with the Foundation's Executive Director and the Conservation District's Planning & Development Department, will be responsible for determining the manner in which the donor is recognized. The donor may submit suggested wording, but the Conservation District reserves the right to approve the wording, size, location, and style of the recognition.

All named assets in existence at the time of the adoption of this policy shall retain their name, subject to restrictions in these guidelines and in any donor agreements related to prior naming action.

Requests for naming opportunities must be submitted on the solicitation documents set in place by the Foundation. The Conservation District's Executive Director will forward the Foundation's recommendation concerning the requests to the Conservation District Board for approval. The Conservation District Board or Executive Director may request to meet with the donor to review, clarify, or modify the submission. The donor may be asked to stipulate in writing that the donation is made with the understanding that all the Conservation District's policy requirements will be adhered to.

C. Definitions

1. Naming Opportunity

Naming opportunity refers to opportunity for the Conservation District to grant the right to name a piece of property or portions of property in exchange for financial consideration. The granting of a naming opportunity is intended to support and promote investment in Conservation District facilities whereby: contributions result in significant and direct benefits to the Conservation District; the granting of naming rights does not compromise the Board of Trustees ability to carry out its functions fully and impartially; and the granting of a naming opportunity will not entitle the naming entity to preferential treatment outside any specific naming rights agreement.

2. Naming Opportunity Agreement

A mutually beneficial contractual agreement between the Conservation District and a second party that grants the second party the exclusive right to name a location, a section of a property, an entire building, a program, or an event for a specified period of time.

3. Outbuildings

Structures on property owned by the Conservation District, such as picnic shelters, barns, and storage buildings that do not function as a primary visitor location or residential dwelling.

4. Areas of Exterior Properties

The open space on the premises of Conservation District sites.

5. Programs/Events

Programs/Events refers to community engagement opportunities hosted by the Conservation District.

6. Trails

A lane or road, paved or unpaved, that exists for the primary purpose of recreational activities.

7. Other Significant Assets

Other significant assets refer to tangible and intangible items of value owned or managed by the Conservation District with the expectation that it will provide future benefit. This may include scholarship funds, endowment or other investment funds, machinery or equipment, etc.

8. Useful Life

The estimated number of years it is likely that an asset own or managed by the Conservation District will remain in service.

D. Administrative Procedures

1. All applications for naming opportunities must be submitted in writing to the Executive Director or their designee. It will be the responsibility of the Executive Director or their designee to track all proposals.
2. The Executive Director or their designee will review the application, seek advice from the Board of Trustees, if appropriate, and make a decision on the application.
3. The Executive Director or their designee may use, but are not limited to, the following criteria when evaluating a naming opportunity application; in all cases, the Executive Director or their designee will have the prerogative to accept or reject the proposal.
    a. The compatibility of the applicant's products, customers and promotional goals with the Conservation District's mission;
    b. The applicant's past record of involvement in community and county projects;
    c. The desirability of association, i.e., the image;
    d. The timeliness or readiness of the applicant to enter an agreement;
    e. The actual value in cash, or in-kind goods or services, of the application in relation to the benefit to the applicant;
    f. Community support for, or opposition to, the application;
    g. The operating and maintenance costs associated with the application;
    h. The applicant's record of responsible environmental stewardship and social responsibility.
4. If the Executive Director or their designee approves the application in principle, McHenry County Conservation Foundation staff will draft a naming opportunity agreement for signature. This agreement will include the contract relationship; the term; description of fees, commissions, and/or in-kind services provided to the Conservation District; the marketing rights and benefits provided to the sponsor; and termination provisions. All contractual language will be consistent with applicable policies, ordinances and good business practices and will be reviewed by the Conservation District's legal counsel.
5. The Executive Director is authorized to sign all naming opportunity agreements; however, all naming opportunity agreements greater than $60,000 will be through the adoption of a resolution by the majority of the Board of Trustees. All named assets in existence at the time of the adoption of this policy shall retain their name, subject to restrictions in these guidelines and in any don or agreements related to prior naming action.

5.03.07 Sponsorship & Advertising Policy

The Conservation District welcomes and encourages sponsorships and advertising that support the programs and services provided to the public by the Conservation District. All sponsorships and advertising shall be consistent with the Conservation District's mission and goals and will conform with all ordinances and policies of the Conservation District and will not reflect negatively on the Conservation District's public image.

McHenry County Conservation District

A. Purpose

To establish a policy, criteria, guidelines and procedures to safeguard the Conservation District's values, image, assets, and interests while increasing opportunities for revenue generation. This policy is not applicable to gifts, grants or unsolicited donations in which no benefits are granted to the corporation and where no business relationship exists.

B. Policy

It is the policy of the Conservation District:

1. To work with the McHenry County Conservation Foundation to facilitate corporate sponsorships and advertising as an effective means of generating new revenues and alternative resources to help support Conservation District conservation areas and programs.
2. To authorize the McHenry County Conservation Foundation to enter into sponsorship and advertising agreements that are consistent with the mission and policies, as well as in harmony with, the goals of the Conservation District.
3. To authorize the McHenry County Conservation Foundation to enter into sponsorship and advertising agreements only if deemed in the best interest of the Conservation District by the Executive Director, or their designee.
4. That corporate or business sponsorships will not result in any loss of Conservation District administrative rights, jurisdiction or authority.
5. Advertising in Conservation District publications at events, programs or facilities or in conjunction with sponsorship agreements may not contain material that:
    a. Is religious, political, cultural or theological in nature.
    b. Promotes tobacco use.
    c. Advertises alcohol at events or in publications geared to children or youth.
    d. Promotes adult-use or other businesses deemed inappropriate by the Executive Director of their designees.
    e. Is false, misleading or deceptive.
    f. Is libelous.
    g. Depicts violence and/or anti-social behavior.
    h. Implies or declares an endorsement by the Conservation District of any goods, services or activities.
6. All sponsorship and advertising agreements will ensure that the sponsor has no approval rights for a sponsored program or activity.
7. Sponsorship and advertising agreements will exist in accordance with criteria and procedures set forth in this policy.

C. Definitions

1. Sponsorship

A mutually beneficial business arrangement between the Conservation District and/or McHenry County Conservation Foundation and a second party, wherein the second party provides cash and or in-kind services to the Conservation District and/or McHenry County Conservation Foundation in return for access to the commercial and/or marketing potential associated with the Conservation District and/or McHenry County Conservation Foundation. Sponsorships may include sponsorship of one or more of the

Conservation District's services, projects, events, facilities, equipment or activities.

2. **Sponsorship Agreement**
   A mutually beneficial contractual agreement that reflects the business arrangement for the exchange of commercial and/or marketing benefits between the Conservation District and/or McHenry County Conservation Foundation and a second party for a specified period of time.

3. **Sponsor**
   A second party that enters into a sponsorship agreement with the Conservation District and/or McHenry County Conservation Foundation.

4. **In-Kind Sponsor**
   A sponsorship received in the form of goods and/or services rather than cash.

5. **Conservation Areas**
   All sites, facilities and lands under the ownership, management and/or control of the Conservation District.

6. **Sponsorship Categories**
   a. Site-Specific Program Sponsorship: A neighborhood business, local merchant or local branch of a corporation sponsors a time limited event or program at an individual Conservation District facility/site.
   b. Conservation District-wide Program Sponsorship: A local corporation sponsors a time limited program that is held at multiple Conservation District facilities/sites or has a Conservation District-wide presence.
   c. Temporary Logo or Recognition Display Sponsorship: A sponsorship agreement that includes a display of recognition on Conservation District property for more than seven calendar days and less than one year.

   d. Long-Term Sponsorship: A sponsorship agreement that includes the display of recognition of the corporate sponsor for more than one year.

D. Signage and Advertising

1. The type, location, size, design, content, and duration of any advertising, advertising display or sponsor recognition must meet all applicable policies and ordinances and is subject to approval and therefore will be specified in the contract, permit or agreement.
2. Allowed signage and recognition display details, including type, location, size, design and content and duration of display, will be a component of the corporate sponsorship agreement; additional signage requests require approval of the Executive Director or their designee.
3. Freestanding billboards are not allowed on Conservation District property.

E. Sponsored Materials

All sponsored products, materials and services require the Executive Director's approval and must meet the specifications and standards used by the Conservation District in the purchase of similar materials.

F. Employee Participation

No employee of the Conservation District is required to wear clothing with corporate logos or advertising.

G. Administrative Procedures

1. All proposals for sponsorships must be submitted in writing to the Executive Director or their designee. It will be the responsibility of the Executive Director or their designee to track all proposals.
2. The Executive Director or their designee will review the proposal, seek advice from the Board of Trustees, if appropriate, and make a decision on the proposal.
3. The Executive Director or their designee may use, but are not limited to, the following criteria when evaluating a corporate sponsorship proposal; in all cases, the Executive Director or their designee will have the prerogative to accept or reject the proposal.
    a. The compatibility of the corporation's products, customers and promotional goals with the Conservation District's mission;
    b. The corporation's past record of involvement in community and county projects;
    c. The desirability of association, i.e., the image;
    d. The timeliness or readiness of the corporation to enter an agreement;
    e. The actual value in cash, or in-kind goods or services, of the proposal in relation to the benefit to the corporation;
    f. Community support for, or opposition to, the proposal;
    g. The operating and maintenance costs associated with the proposal;
    h. The corporation's record of responsible environmental stewardship and social responsibility.
4. If the Executive Director or their designee approves the proposal in principle. For sponsorships over $10,000 McHenry County Conservation Foundation staff will draft a sponsorship agreement for signature. This agreement will include the contract relationship; the term; description of fees, commissions, and/or in-kind services provided to the Conservation District; the marketing rights and benefits provided to the sponsor; and termination provisions. All contractual language will be consistent with applicable policies, ordinances and good business practices and will be reviewed by the Conservation District's legal counsel.
5. The Executive Director or their designee is authorized to sign all sponsorship agreements up to $60,000 according to Comprehensive and Administration Policy 5.05.03 Bid Procedures/Purchasing Policy: B5 – Signing of Contracts.
6. All sponsorship agreements greater than $60,000 or categorized as Long-Term Sponsorships, will be authorized through the adoption of a resolution by the majority of the Board of Trustees.

5.03.08 Tax Anticipation Warrants

Whenever the Conservation District does not have sufficient monies in its treasury to meet all necessary expenses and liabilities thereof, it may issue tax anticipation warrants. The approval of a resolution by a majority of the entire Board is required to issue anticipation warrants.

5.04 Banking

5.04.01 Bank Designation and Deposit of Funds

It shall be the policy of the Conservation District to select bank depositories on the following basis:

1. Security - The Conservation District will maintain funds only in any financial institution that is a member of the FDIC, NCUA or the SAIF systems. Furthermore, the Conservation District will not maintain funds in any

financial institution not willing or capable of posting required collateral for funds in excess of the FDIC or SAIF insurable limits.

2. Size - The Conservation District will not select as depository, any financial institution in which the Conservation District funds on deposit will exceed 50% of the institution's capital stock and surplus.
3. Statement of Condition - The Conservation District will maintain for public and managerial inspection current statements and condition for each financial institution that it uses as a depository. If, for any reason, the information furnished is considered by the Executive Director or Conservation District's Treasurer to be insufficient, the Conservation District may request additional data. The refusal of any institution to provide such data upon request may serve as sufficient cause for withdrawal of Conservation District funds.
4. Service and Fees - Any financial institution selected by the Conservation District shall provide normal banking services, including, but not limited to checking accounts, wire transfers, purchase and sale of investment securities and safekeeping services. Fees for banking services shall be mutually agreed to by an authorized representative of the depository bank and the Executive Director or their designee on an annual basis. Fees for services shall be substantiated by a monthly account analysis and may be reimbursed (partially or in full) by means of compensating balances.

The Treasurer of the Conservation District shall make recommendations for appointment of depositories. The Board of Trustees shall designate a bank or banks or other depository in which the funds of the Conservation District may be deposited. No bank shall be qualified to receive such funds or moneys unless and until it has demonstrated compliance with Section 6 of the Public Funds Investment Act (30 ILCS 236/6). All selections of depositories shall be made in accordance with Illinois State Statues and Federal regulations and shall be made by a resolution approved by a majority of the entire Board.

5.04.02 Collateral

The Conservation District shall require that time deposits in excess of FDIC or SAIF insurable limits be secured by acceptable collateral. Acceptable collateral instruments include U.S. Governmental Obligations or Obligations guaranteed by the U.S. Government. The amount of collateral provided will not be less than 110% of the fair market value of the net amount of the public funds secured. The ratio of fair market value of collateral to the amount of the funds secured will be reviewed annually by the Conservation District's auditor and additional collateral will be requested whenever the ratio declines below the level required. Pledged collateral will be held in safekeeping by a third party and evidenced by a safekeeping agreement. Substitution or exchange of securities held in safekeeping cannot be done without prior written notice to the Conservation District. The Conservation District may approve substitutions or exchange of securities if the market value of the securities being replaces and the replacement securities are U.S. Government obligations or obligations guaranteed by the U.S. Government. The Conservation District is to be notified in writing of all substitutions.

5.04.03 Indebtedness

An affirmative vote of the majority of the entire Board is required for the Conservation District to incur indebtedness. The total amount of the Conservation District's indebtedness shall not exceed those limits specifically set by state statutes.

5.04.04 Investment & Portfolio Policy/Administration

A. Policy

It is the policy of the Conservation District to invest public funds in a manner which will provide maximum security with the highest investment return while meeting the daily cash flow demands of the Conservation District and conforming to all state and local statutes governing the investment of public funds.

B. Scope

This policy includes all funds governed by the Board of Trustees.

C. Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital, as well as one probable income to be derived. The standard of prudence to be used shall be the "Prudent Person" standard and shall be applied in the context of managing the overall portfolio.

D. Objective

The primary objectives, in order of priority, shall be:

1. Legality – Conformance with federal, state and other legal requirements.
2. Safety – Preservation of capital and protection or investment principal.
3. Liquidity – Maintenance of sufficient of liquidity to meet operating requirements.
4. Yield – Attainment of market rates of return.

The Conservation District's Investment Policy Committee shall review the portfolio periodically as to its effectiveness in meeting the Conservation District's needs for safety, liquidity, rate of return, diversification and general performance.

E. Delegation of Authority

Management and administration of responsibility for the investment program is hereby delegated to the Conservation District's Investment Policy Committee which is made up of the three positions of Chief Financial Officer, Chief Executive Officers and Chief Investment Officer. The Board Treasurer/Finance & Administrative Committee Chairman shall be the Chief Financial Officer. The Executive Director shall be the Chief Executive Officer. The Director of Administration and Finance shall be the Chief Investment Officer. The Chief Financial Officer shall chair the Investment Policy Committee which shall meet by the call of the Chair but not less than quarterly.

F. Ethics and Conflicts of Interest

Persons involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

G. Authorized Financial Institutions

The Conservation District's Chief Financial Officer will maintain a list of financial institutions and securities brokers/dealers approved annually by the Board of Trustees authorized to provide investment services. Any financial institution, upon meeting the requirements of the Illinois Compiled Statutes, is eligible to be included on

the list. The Conservation District's Chief Financial Officer will take into consideration security, size, location, financial condition, service, fees, competitiveness, and the community relations involvement of the financial institution when choosing depositories.

H. Authorized and Suitable Investments

Investments may be made in any type of security allowed for in the Illinois statutes regarding the investment of public funds. Examples are:

1. Notes, bonds, certificates of indebtedness, treasury bills, or other securities, which are guaranteed by the fall faith and credit of the United States of America;
2. Bonds, notes, debentures, or other similar obligations of the United States of America or its agencies, and;
3. Interest bearing accounts, certificates of deposit of interest-bearing time deposits or any other investment constituting direct obligations of any bank as defined by the Illinois Banking Act.

Investments shall be made that reflect the cash flow needs of the fund type being invested.

I. Collateralization

Funds on deposit (checking accounts, certificates of deposit, etc.) in excess of FDIC limits must be secured by some form of collateral in the name of the Conservation District. Collateralized mortgage instruments shall not be acceptable collateral for the purposes hereof.

J. Safekeeping and Custody

The Conservation District's Chief Financial Officer will recommend safekeeping agents to the Board of Trustees for its approval.

K. Diversification

The Conservation District shall diversify its investments to the best of its ability based on the type of funds invested and the cash flow needs of those funds. Diversification can be by type of investment, number of institutions invested in, and length of maturity.

L. Maximum Maturities

To the extent possible, the Conservation District shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Conservation District will not directly invest in securities maturing more than two (2) years from the date of purchase.

Reserve funds may be invested in securities exceeding two (2) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of funds.

M. Internal Control

The Conservation District's Investment Policy Committee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Conservation District are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurances that the objectives are met. The internal controls shall address the following points:

1. Separation of transaction authority from accounting;
2. Custodial safekeeping;
3. Confirmation of wire transfers and telephone transactions; and

4. Control of collusion.

N. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a comparable rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to benchmarks with similar maturity, liquidity and credit quality as the portfolio, such as the U.S. Treasury bill rates.

O. Reporting

The Conservation District's Chief Financial Officer shall prepare an investment report at least quarterly in a format suitable for review by the Board of Trustees and the general public.

P. Investment Policy Adoption

The investment policy shall be adopted by the Board of Trustees. The policy shall be reviewed on an annual basis by the Conservation District's Investment Policy Committee and any modifications made thereto must be approved by the Board of Trustees.

5.04.05 Authorization for Checks, Transfers and Electronic Withdrawals

All Conservation District checks, drafts, orders of payment, electronic withdrawals or any other transfer or distribution of funds to a non-Conservation District account or recipient, shall require two (2) written authorizations. The required authorization shall be as follows:

All checks will require the signature of the Board President and Treasurer. In the event that either signature cannot be obtained, the written authorization of the Executive Director may be used in lieu of one of the two Officers. The Executive Director (or the Director of Administration and Finance in the absence of the Executive Director) is authorized to sign all emergency checks.

All electronic disbursements or transfer of funds to a third party (paid to a non-Conservation District account or recipient) shall require the written authorization of the Executive Director and either the Director of Administration and Finance or the Director of Operations, Planning and Public Safety. However, the following exceptions are permitted:

1. Bills may be paid electronically through the Automated Clearing House (ACH) as part of the normal bill payment process and provided that the bills have been approved for payment by the Board of Trustee prior to payment.

2. Routine and regular payments to Conservation District service providers such as (but not necessarily limited to) ADP (or other payroll processors) and IMRF, provided that the bills have been approved for payment by the Board of Trustees prior to payment.

All external transfers of funds between the Conservation District banks and/or investment accounts (transferring funds from a Conservation District account at one financial institution to a Conservation District account or another financial institution) will require the written authorization of the Executive Director and either the Director of Administration and Finance or the Director of Operations, Planning and Public Safety. In the absence of the Executive Director, an external transfer will require the written authorization of both the Director of Administration

and Finance and the Director of Operations, Planning and Public Safety.

The use of facsimile signature shall be governed by Illinois Revised Statutes.

Payroll checks are stamped with the signature of the Conservation District's (Board President and Treasurer).

5.04.06 Bank Reconciliations

Each bank account will be balanced on a monthly basis. Records shall be retained for three years after the annual audit.

5.05 Expenses

5.05.01 Payroll

Employees of the Conservation District will be paid on a biweekly basis (every two weeks). All associated taxes and other deductions will be withheld and reported in compliance with local, state and federal regulations. A written summary report of all payroll expenses and any estimated payroll expenses shall be submitted for approval by a majority of the Board present at each regular meeting.

5.05.02 Fixed Asset Capitalization Policy – Inventory

The following policy and procedural guide has been established for maintaining the Conservation District's fixed asset accounting system. This policy will ensure the sufficient procedures and controls are in place to permit:

Control and physical accountability of all fixed assets;
The preparation of year-end financial statements in accordance with generally accepted accounting principles established by the Government Accounting Standards Board (GASB); and
Adequate insurance coverage.

A. Criteria for Fixed Asset Capitalization

The following established the criteria for items to be included in the Conservation District's fixed asset accounting system:

Criteria for Fixed Asset Capitalization

1. The asset purchased has a useful life greater than one (1) year or will extend the useful life of an existing asset greater than one (1) year; and
2. The cost of the machinery, equipment, software or vehicle is equal to or greater than $5,000. Different thresholds exist for land and improvements, buildings and improvements, construction in progress and infrastructure. See the table on Page for these thresholds.

Criteria for Insured Value Purposes Accountable vs. Controllable

Two different categories of inventory have been designated: accountable and controllable. Accountable property is all property that meets the Conservation District's capitalization criteria. Controllable property is all property that does not meet the capitalization criteria, but that the Conservation District wants to have physical control over and have inventoried for insurance purposes. Controllable assets are to be included in inventory for insurance

purposes due to their sensitive, portable, and/or theft-prone nature, such as: audio/visual equipment, office machines, computer hardware and peripherals, Police Department equipment, etc.

Quantity Purchases

The Board elects to capitalize certain quantity purchases that individually would not meet the criteria for fixed assets, such as a system. An equipment system is several pieces of equipment that are combined to perform a specific function. For inventory purposes, a system is primarily identified as such on the original purchase order documentation. If the combined cost of the system exceeds the capitalization threshold (regardless of the individual component unit costs), it may be capitalized as a single asset. If there is any question as to whether or not the system should be capitalized, the Fixed Asset Manager (Director of Administration and Finance) should be consulted prior to the system being purchased for proper treatment.

Valuation

1. Fixed assets are to be valued at historical cost or, if that amount is not practicably determinable, as estimated historical cost. The method(s) to be used to estimate historical cost shall be established by the Director of Administration and Finance.
2. Donated fixed assets shall be valued at the donor's estimated fair market value at the date of gifting or, if unobtainable, through a qualified appraisal.

Classifications

The fixed assets shall be classified as follows:

1. Land
2. Land Improvements;
3. Buildings and Improvements;
4. Furniture and Fixtures;
5. Machinery and Equipment;
6. Computer Equipment;
7. Licensed Vehicles;
8. Easements;
9. Leased Fixed Assets; and
10. Infrastructure.

Fixed Asset Manager

The Director of Administration and Finance is the Fixed Asset Manager and will work in connection with the responsibilities of Department Managers to manage the Conservation District's fixed assets. Records of additions, transfers or deletions will be maintained by the Director of Administration and Finance or their designee. The Director of Administration and Finance is also responsible for preparing operating procedures for the purposes of financial compliance with recording all transactions relating to fixed assets within the Conservation District's accounting general ledger. Detailed records of each fixed asset item will also be recorded in the Conservation District's MSI (Municipal Software, Inc.) Fixed Asset software system. The system's report generation will be compared and reconciled to financial records of the Conservation District for accuracy and completeness.

Fixed Asset Additions

The purchase or acquisition of fixed assets must be approved in accordance with the District's purchasing policies. Purchasing regulations must be adhered to as stated in the McHenry County Conservation District Policy #400.04 as approved and amended by the Board of Trustees. Division Directors and Department Managers are required to use the Purchase Requisitions, including receiving all required authorizing signatures, for any purchase over $500. All District employees must follow the bidding process for work/services greater than $30,000 and/or supplies/materials greater than $60,000 per State Statute 70 ILCS 410/6 (Competitive Bids) and the District's Policies. A Fixed Asset Addition Form must be filled out with a copy of the related invoice(s) attached and then forward to the District's Administration and Finance Office.

Disposal of Fixed Assets

Fixed Asset disposal may be initiated by Division Directors and Department Managers and must be approved by the Executive Director. These items are either stored for auction, recycled of junked. The Director of Administration and Finance will ensure a list of all fixed assets being considered for auction or disposal is made available to Division Directors and Department Managers no less than three weeks prior to auction to see if there is any interest in the items. The Director of Administration and Finance will report to the Executive Director the final disposition status of any items after the auction is completed. The Accounting Manager will be responsible for removing the asset from the "fixed asset management system' and generating a Fixed Asset Disposal/Transfer Form which will be kept with the fixed asset records.

Transfer of Fixed Assets

Requests for transfers of fixed assets between buildings, sites or departments may be initiated by a Department Manager with the approval of their Division Director. The Department Manager initiating the request must fill out the Fixed Asset Disposal/Transfer Form and procure all required authorizing signatures, which includes the Division Director(s) affected by the transfers. The completed form will be forwarded to the Director of Administration and Finance for approval. Once approved, the Director of Finance and Administration will sign and forward to the Accounting Manager for processing within the Conservation District's "fixed asset management system."

Missing Equipment

When equipment is discovered to be missing from its designated location with no record of its disposition, the Fixed Asset Manager is to be notified immediately. The Fixed Asset Manager will enlist the aid of the Division Director/Department Manager and/or Conservation District Police as the situation is looked into.

Instructions of Completing the Fixed Asset Addition/Disposal/Transfer Form

The Fixed Asset Disposal/Transfer Form can be obtained from the Accounting Department. This form is to be used any time a fixed asset is to be disposed or transferred as specified above. In addition, documentation shall be attached in all cases to back up the action being taken. A Fixed Asset Report by Division/Department will be generated at the end of each fiscal year or upon request at any other time and sent to each Division Director/Manager for verification. The information presented on this list should be attached to the Fixed Asset Disposal/Transfer Form when a disposal occurs with the fixed asset to be deleted highlighted to ensure that the correct one is removed from the system.

Leased Assets
It should also be noted that leased assets need to be reviewed to determine whether the lease should be classified as an operating lease or a capital lease. Operating leases are controllable and capital leases are accountable, the underlying issue being whether the benefits and risks of ownership are transferred from the lessor to the lessee. Prior to entering into a large lease contract, the Director of Administration and Finance must receive all pertinent documentation so that a determination can be made on the financial status of recording the transaction.

The purpose of the criteria is to establish the substance of the transaction and determine whether the lease is merely an extended rental agreement or actually an installment purchase in the form of a capital lease. If a lease is classified as a capital lease, the full cost of the asset and corresponding liability for the lease payments will be reported on the financial statements of the lessee.

B. Recording Fixed Assets

1. **Recording Land**
   Land is to be capitalized but not depreciated. It is recorded at historical cost and remains at that cost.

2. **Recording Land Improvements**
   Land improvements include items such as excavation, non-infrastructure utility installation, driveways, sidewalks, parking lots, flagpoles, retaining walls, fencing, outdoor lighting, and other non-building improvements intended to make the land ready for its intended purpose. Land improvements can be further categorized as non-exhaustible and exhaustible.

   a. Non-Exhaustible – Expenditures for improvements that do not require maintenance or replacement, expenditures to bring land into condition to commence erection of structures, expenditures for improvements not identified with structures and expenditures for land improvements that do not deteriorate with use or passage of time are additions to the cost of land and are generally not exhaustible and therefore, not depreciable.

   b. Exhaustible – Other improvements that are part of a site, such as parking lots, landscaping and fencing are usually exhaustible and are therefore depreciable. Depreciation of site improvements is necessary if the improvement is exhaustible.

3. **Recording Buildings**
   Building should be recorded at either their acquisition cost or construction cost. The cost of new construction should be carefully evaluated. Usually projects consist of major components such as land, land improvements, building construction (including professional fees and permits), furniture, fixtures and equipment. In addition, buildings include components (e.g. roof, air conditioner system, etc.) that should be recorded separately when significant because these building components have different useful lives. The value of each component needs to be determined and placed within its own category.

4. **Recording Building Improvements**
   Building improvements that extend the useful life should be capitalized. Examples of building improvements include roofing projects, major energy conservation projects, or remodeling and replacing

major building components. An inventory should be taken of the project to include a description, the year completed, funding source and dollar amounts. Only those projects that meet the capitalization threshold need to be included. (Please refer to the information under Quantity Purchases of this policy.)

5. **Recording Construction in Progress**
   Construction in progress should be capitalized and not depreciated. It should be reported with land and other non-depreciating assets at the government-wide accounting level.

6. **Recording Machinery and Equipment**
   Assets such as furniture, machinery, and equipment (that meet threshold levels) should be identified and inventoried. Some assets, individually, may fall below the capitalization threshold, but may be purchased in large quantities. Such purchases should be aggregated and the materiality and significance of them considered to determine if the items should be capitalized either individually or in the aggregate.

7. **Recording Vehicles**
   Vehicles should be identified (by year, make, model, VIN number), inventoried, and if applicable, depreciated.

8. **Recording Easements**
   An easement is an interest in land owned by another that entitles the holder to a specific limited use or enjoyment (right to use the land). Therefore, easements are usually not required to be reported in the financial statements unless it has substantial value, or the Conservation District paid for the easement.

9. **Recording Software**
   Related volumes of software with a combined cost of $5,000 and with a life of greater than one year or more may be capitalized. Any vendor alterations made to the software after the initial installation are charged to maintenance if the alterations are made to keep the software in a usable state. For example, if the rate structure by a program must be updated periodically, this alteration would be maintenance. However, if there were alteration costs when the software was installed, the combined software and alteration costs are considered part of the capitalized cost if the $5,000 threshold was exceeded.

C. Thresholds for Recording Capital Assets

Besides defining the categories of capital assets, the estimated useful life, asset cost, associated debt and other exceptions must also be considered. An explanation of the other criteria and the threshold levels (1) for tracking and inventory purposes, and (2) for capitalizing and depreciating are:

1. **Estimated Useful Life** – The first criterion is useful life. An asset must have an estimated useful life greater than one year to be considered for capitalization and depreciation. Assets that are consumed, used-up, habitually lost or worn out in one year or less should not be capitalized.

2. **Asset Cost** – The second criterion for determining depreciable capital assets is cost. The following schedule per category type has been recommended by GASB for governments:

Asset Cost	GASB		Conservation District	
Classification	Tracking & Inventory	Capitalize and Depreciate	Tracking & Inventory	Capitalize and Depreciate
Land	>$1	>Capitalize Only	>$1	>Capitalize Only
Land Improvement	>$1	>$25,000	>$1	>$25,000
Building	>$1	>$50,000	>$1	>$25,000
Building Improvements	>$1	>$50,000	>$1	>$25,000
Construction in Progress	>$1	Capitalize Only	>$1	Capitalize Only
Machinery and Equipment	>$500	>$5,000	>$1,000	>$5,000
Vehicle	>$500	>$5,000	>$1,000	>$5,000
Infrastructure	>$50,000	>$250,000	>$50,000	>$250,000

D. Costs Subsequent to Acquisitions

After fixed assets are acquired and made ready for use, additional costs are incurred that range from ordinary repair costs to significant additions. Accountants for the most part have adopted the position that costs incurred to achieve greater future benefits should be capitalized, whereas expenditures that simply maintain a given level of services should be expensed. In addition, most expenditures below the capitalization threshold are not capitalized.

The distinction between a capital expenditure and an expense is not always quickly determinable. Generally, the major types of expenditures incurred relative to existing assets are:

1. **Additions** – Increase or extension of existing assets.

2. **Improvements and Replacements** – Substitution of an improved asset for an existing one.

3. **Repairs** – Expenditures that maintain assets in condition for operation.

Additions

Any additions to assets are capitalized because a new asset has been created that increases the ability to provide service.

Accounting for changes related to the existing structure must also be considered. The cost that is incurred to tear down a wall of the old structure to make room for the addition would normally be expensed and the cost of the wall subtracted from the cost of the original structure. Although theoretically correct, this may not be possible or necessary due to the inability to establish a cost for the wall being torn down or because the cost would be immaterial to the total cost of the old structure. However, when significant changes to the existing structure are

made as the result of an addition, a determination should be made whether to capitalize the cost of the changes.

Improvements and Replacements
An improvement is the substitution for a better asset than the one currently used, while a replacement is the substitution of a similar asset.

Sometimes it is difficult to differentiate improvements and replacements from normal repairs. If the expenditure increased the future service potential of the asset, it should be capitalized. If the expenditure maintains the existing level of service, it should be expensed/expended as normal repair.

The Fixed Asset Manager should be consulted for assistance in determining if the item is an improvement or replacement and for the proper accounting treatment.

Repairs
Ordinary repairs are expenditures made to maintain assets in operating condition; they are charged in the period in which they are incurred on the basis that it is the only period benefited. Replacement of minor parts, lubricating and adjusting of equipment, repainting and cleaning are examples of the type of maintenance charges that occur regularly and are treated as ordinary operating expenses. It is often difficult to distinguish a repair from an improvement or replacement. The major consideration is whether the expenditure increased the future service potential. If a major repair, such as an overhaul occurs, several periods will benefit and the cost should be handled as an addition, improvement, or replacement, depending on the type of repair made.

E. Inventorying Fixed Assets
Any physical inventory is time consuming and can be costly. An initially inventory is the most time consuming and costly because of the large number of assets to be recorded, coded, and valued. However, conducting it in phases, by department, can assist in reducing time and cost. The Director of Administration and Finance's Office will conduct random audits in order to ensure that controls exist for the inventory. Fixed asset control can be maintained by making four comparisons of fixed assets on hand and fixed asset records. They are:

1. Compare a sample of fixed asset purchases to the fixed asset list to make sure they were properly recorded;
2. Compare a sample of fixed assets sold to the fixed asset list to insure that the asset records now indicate that the asset was sold;
3. Compare a sample of assets selected by observation from throughout the entity to the fixed asset list to make sure first that the assets are on the list and second that the other attributes such as department, location, etc. have been properly recorded; and
4. Select a sample of assets from the fixed asset list, go to the location indicated in the record, and make sure that the asset is accounted for.

Making the comparisons by themselves is not sufficient. Any time a comparison indicates that a problem exists or is beginning to develop, additional steps should be taken. This may mean implementing better controls to insure all purchases and sales are recorded, tracking assets that are not at the listed location, etc. The follow-up that is necessary will depend on the problem(s) identified by making the comparisons.

"Critical nature" fixed assets that cost less than the capitalization threshold are called controlled assets and are inventoried despite their low cost. Although they are part of the fixed asset record, controlled assets are not reported as fixed assets on the Conservation District's financial statements. However, the Conservation District has elected to include assets on greater than $500 for machinery, equipment, and vehicles for the purpose of control and for assessing the level of insured values necessary to protect the Conservation District from loss.

Planning the Inventory

The most important step in inventory is planning. Without proper planning, other steps in the inventory process may have to be repeated or, even worse, the information collected in the finished inventory may be useless and the whole process would need to be repeated. As mentioned previously, inventory audits will be conducted periodically by the Director of Administration and Finance. Individual divisions/departments may also be asked to assist with an audit or may want to perform one on their own. The MSI system has the ability to generate customized reports for the process. The Director of Administration and Finance's Office can be consulted for assistance.

The official standardized form for the submission of fixed assets, the Fixed Asset/Addition/Disposal Transfer Form can be found in Appendix 5.05.02.

5.05.03 Bid Procedures/Purchasing Policy

The Board of Trustees recognizes the need for materials, supplies, equipment, and services of a quality and quantity necessary to operate the Conservation District. Requirements to that end shall be specified to provide full and free competition among potential suppliers. Financial operations shall be recorded in an established manner and internal controls shall be such that accurate records for all procedures and transactions shall be available for audit purposes.

The objective of the purchasing policies and procedures is to set forth a general policy and procedures, which will assist the Conservation District in purchasing:

1. Material and service sufficient quality at the most economical price available.
2. In an open, organized, and ethical manner.
3. In a manner which will comply with all Local, State and Federal laws.
4. In a timely manner so that material and services are available when needed without creating excess inventory.

These policies and procedures are meant to serve as guidelines from the acquisition of goods and services and may not govern every situation which may arise. When purchases of an emergency nature are necessary, they should be made in accordance with the objectives as listed above. The Conservation District will maintain a policy and procedural manner to ensure that sufficient procedures and controls are in place to permit purchasing on behalf of the Conservation District. Any significant changes to the manual will be presented to the Finance and Administrative Committee for their authorization.

All purchasing shall be made if possible, on competitive bids or quotations in order to secure commodities, materials, equipment, or services at the lowest total cost and highest quality.

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All things being equal, the Conservation District will give all possible consideration to local business establishments, providing they are competitive in their bidding, quotations and/or services.

The Board of Trustees may authorize any member of the Board, employee, or agent to enter into a contract on behalf of the Conservation District. All contracts for supplies, material or work shall be signed by the President of the Board as authorized by the Board of Trustees, the Executive Director and/or other officer or any employee of the Conservation District that the Board in its discretion may designate. However, an affirmative vote of the majority of the Board is required to authorize any member of the Board, employee, or agent to enter into a contract for the acquisition of land. Unless authorized, no consultant, employee or agent shall have the power to bind the Conservation District by any contract, or pledge its credit, or to render its liable pecuniary for any purpose or amount.

No employee shall purchase goods or services on behalf of the Conservation District without first seeking approval as required by this policy. All purchases shall require advance approval at the appropriate authority level.

The Executive Director shall be authorized by the Board of Trustees to approve all change orders which are $25,000 or more but not in excess of 25% of the contract price and all change orders which, when combined with those previously approved, increase or reduce the contract price by more than $25,000 but not in excess of 50%, and any change order that increases or decreases the time of completion by more than 180 days with the understanding that the change order is presented to the Board of Trustees for affirmation within a reasonable time period. Notwithstanding at no time shall the change orders exceed 50% of contract.

A. Introduction

1. **Introduction/Statement of Intent**

   The purpose of this purchasing policy and procedural manual is to provide Conservation District staff with guidelines and directions for the acquisition of goods and services. When used with good judgment and common sense, the policies and procedures conveyed within this manual will allow the Conservation District to obtain required supplies and services efficiently and economically.

   The Board of Trustees may authorize any member of the Board, employee, or agent to enter into a contract on behalf of the Conservation District. All contracts for supplies, material, or work shall be signed by the

   President of the Board as authorized by the Board of Trustees, the Executive Director and/or other officer or any employee of the Conservation District that the Board in its discretion may designate. However, an affirmative vote of the majority of the Board is required to authorize any member of the Board, employee or agent to enter a contract on behalf of the Conservation District for the acquisition of land. Unless so authorized, no consultant, employee or agent shall have the power to bind the Conservation District by any contract, or pledge its credit, or to render it liable pecuniary for any purpose or amount.

   The manual is divided into sections dealing with purchasing policies and procedures. The policy sections contain all the purchasing policies reviewed and recommended by the Finance and Administrative Committee and adopted by the Board of Trustees which must be adhered to by Conservation District

employees. The procedures sections provide a "how to" guide for processing purchase requisitions, purchase orders, expense reports and other procedures regarding payment processing.

Employees are expected to read the purchasing policy and procedural manual and provide the Accounting Department with feedback regarding the policies and procedures contained within. This manual is designed to be a fluid document and will be modified from time to time to conform with changes in legislation, technology, and actual practice. Although it may not answer every question related to purchasing practices, it does provide general guidelines for purchasing activities. Employees who need help dealing with specific situations not covered by the manual should contact the Accounting Manager.

The Executive Director, or their designee, shall be the final authority with regard to enforcement of any of the provisions of this manual. Failure to follow the procedures outlined in this manual may lead to disciplinary action in accordance with the provisions of the Conservation District's Personnel Policy Manual.

B. Purchasing Policies

1. Code of Ethics

All Conservation District personnel engaged in purchasing and related activities shall conduct business dealings in a manner above reproach in every respect. Transactions relating to expenditure of public funds require the highest degree of public trust to protect the interests of the Conservation District and the residents of McHenry County. Conservation District employees shall strive to:

a. Ensure that public money is spent efficiently and effectively and in accordance with statutes, regulations, and Conservation District policies.

b. Maintain confidentiality at all times.
c. Not accept gifts or favors from current or potential suppliers, which might compromise the integrity of their purchasing function.
d. Specify generic descriptions of goods wherever possible in lieu of brand names when compiling specifications.
e. Purchase without favor or prejudice.
f. Ensure that all potential suppliers are provided with adequate and identical information upon which to base their offer or quotation and that any subsequent information is made available to all bidders.
g. Establish and maintain procedures to ensure that fair and equal consideration is given to each offer or quotation received and selection is based upon the lowest total cost compliant bid.
h. Offer a prompt and courteous response to all inquiries from potential or existing suppliers.

It shall be the responsibility of the Executive Director to determine if a violation of this Code of Ethics has occurred and if disciplinary action is necessary in accordance with the Conservation District's Personnel Policy Manual.

2. Conflict of Interest Policy

Conservation District Employees are bound to the provisions of the State Officials & Employees Ethics Act (5 ILCS 430) and are expected to abide by the Conservation District's Personnel Manual with specific reference to Sections 9.09 - Conflict of Interest and Section 9.13 - Gifts and Gratuities. Additionally, it shall be a breach of ethical standards for any employee to participate directly or indirectly in the purchasing

process when the employee knows any of the following listed items to be true: The following list is provided as a reference and is not intended to be exclusive nor exhaustive or to replace the more detailed guidelines listed in the previously sited state statute and Conservation District policies.

a. The employee is contemporaneously employed by a bidder, vendor or contractor involved in the procurement transaction.
b. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder or contractor; such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction or owns or controls an interest in the company.
c. The employee, the employee's partner, or any member of the employee's immediate family has a financial interest arising from the procurement transaction.
d. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, vendor, or contractor.

The employee's immediate family shall be defined as a spouse, partner, children, parents, brothers and sisters and any other person living in the same household as the employee.

It shall be the responsibility of the Executive Director to determine if a violation of this Conflict-of-Interest policy has occurred and if disciplinary action is necessary in accordance with the Conservation District's Personnel Policy Manual.

3. Gifts and Gratuities – Conservation District Guidelines for Accepting

Conservation District personnel should be aware that offers of gratitude from vendors could be designed to compromise objective judgment in product or service selection. Accordingly, it is Conservation District policy to observe the highest standards of ethics and to shield the employee, the Conservation District and the vendor from any suggestion or appearance of conflict of interest. Conservation District Employees are bound to the provisions of the State Officials & Employees Ethics Act (5 ILCS 430) and are expected to abide by the Conservation District's Personnel Manual with specific reference to Sections 9.09 - Conflict of

Interest and Section 9.13 - Gifts and Gratuities.

No employee shall permit any influence by vendors, which could conflict with the best interest of the Conservation District or prejudice the Conservation District's reputation. Expenditures of Conservation District funds to vendors shall not by intention, personally benefit any person employed with the

Conservation District. Employees shall strive to follow the following guidelines. The following list is provided as a reference and is not intended to be exclusive nor exhaustive or to replace the more detailed guidelines listed in the previously cited state statute and Conservation District policies.

a. Tangible gifts or gratuities shall not be accepted where their value suggests something more than merely a social gesture. Such gifts should be returned with a statement of Conservation District policy. Promotional or advertising items of nominal value such as key chains, pens, coffee mugs, calendars and holiday candy are acceptable. Gifts that are capable of being shared, such as a box of chocolates, shall be shared within the office or section where the recipient works.

b. Association with vendor representatives at business meals or business organization meetings is occasionally necessary and is neither questionable nor unethical, provided the individual keeps himself/herself free of obligation.
c. Personal loans of money or equipment are not to be accepted from a vendor or an individual associated with a vendor doing business with the Conservation District.
d. Solicitation of vendors for merchandise or certificates to serve as door prizes or favors is normally prohibited. However, the Executive Director may approve exceptions.
e. Corporate discounts granted to Conservation District employees are acceptable only if they are offered to all Conservation District employees and other corporate clients of the vendor.

If in any doubt about the propriety of accepting a gift, the matter should be referred to the supervising Director who will reference the Conservation District's Personnel Policy Manual and, if necessary, discuss the matter with the Executive Director or their designee.

4. Approval of Conservation District Purchases

No employee shall purchase supplies, materials or work/services on behalf of the District without first seeking approval as required by this policy. All purchases shall require advance approval of the appropriate Supervisor, Department Manager, Director, Director of Administration and Finance, Executive Director and Board of Trustees as defined below:

Dollar Limits	Required Approvals
>$0 or equal to $500	Full-Time Employees
>$500 or equal to $2,000	Supervisor or Manager's designee
>$2,000 or equal to $7,500	Manager
>$7,500 or equal to $15,000	Manager and Director
>$15,000 or equal to $30,000	Manager, Director and Director of Administration and Finance
>$30,000 or equal to $60,000 for Supplies and Materials	Manager, Director, Director of Administration and Finance and Executive Director
> $30,000 for Work/Services	Manager, Director, Director of Administration and Finance, Executive Director, and Board of Trustees
> $60,000 for Supplies and Materials	Manager, Director, Director of Administration and Finance, Executive Director, and Board of Trustees

Appropriate approval for purchases shall occur before the purchase is made. Approval for purchases greater than or equal to $500 should be documented on the Conservation District's Purchase Requisition Form. If a purchase has been approved by the Board of Trustees the Purchase Requisition Form is required and a copy of the Resolution/Ordinance should be attached to the invoice and/or check request when payment is requested. If the Purchase Requisition Form is not used, the Board Approval document should include a current signature of the Manager approving the current payment request, the date of the current payment request, the current amount to be paid and the appropriate General Ledger expense account. Sufficient funds must exist within the budget line item to which the purchaser charges the expenditure. Exceptions must

be approved by the supervising Director and the Director of Administration and Finance.

At the specific request of a Director, the Director of Administration and Finance may authorize an increase of a full-time Supervisor's approval level limit to $7,500. In addition, a Manager may delegate approval authority up to $1,000 to a regular full or part-time employee in the event they are unavailable to approve purchases in a timely manner.

5. Signing of Contracts

All contracts will be reviewed prior to signing to ensure appropriate levels of insurance are in place, indemnification language is included as necessary, and that contract is in compliance with all of the Conservation District's policies and practices, including PDRMA (or other insurer) requirements for insurance coverage. All contracts for the purchase of goods/and or services shall be budgeted items and for amounts consistent with budgeting guidelines. All land acquisition contracts must be approved and signed by the Board of Trustees. Employees who are not duly authorized (or are uncertain about their authorization) to make any of the waivers, indemnifications, representations, or warranties on behalf of the Conservation District that a contract may require, shall forward the contract to their Director or the Executive Director for review and direction regarding the appropriate action steps needed before signing any contract. Otherwise, all other contracts must be approved as defined below:

Dollar Limits	Required Approvals
>$0 or equal to $7,500	Manager
>$7,500 or equal to $15,000	Manager and Director
>$15,000 or equal to $30,000	Manager, Director and Director of Administration and Finance
>$30,000 or equal to $60,000 for Supplies and Materials	Manager, Director, Director of Administration and Finance and Executive Director
>$30,000 for Work/Services	Manager, Director, Director of Administration and Finance, Executive Director and Board of Trustees
> $60,000 for Supplies and Materials	Manager, Director, Director of Administration and Finance, Executive Director and Board of Trustees

C. Competitive Quotes & Exceptions to the Policy

1. Soliciting of Competitive Quotes

Employees are responsible for obtaining quotes for purchases in the instances outlined below. When submitting a Purchase Requisition Form for approval prior to purchase, quotes shall be attached to the requisition as outlined below. The quotes shall include all costs involved with a purchase, including shipping, installation, etc. Requisitions submitted without the required quotes or a satisfactory explanation of why quotes were not obtained (e.g., sole source, emergency, standardized vendor, etc.) will be returned to the originator without approval.

Purchase Amounts	Quotes Needed
>$0 or equal to $2,500	No competitive quotes are required; however, employees are encouraged to seek additional quotes when purchases exceed $500.
>$2,500 or equal to $10,000	Three (3) quotes should be obtained. Written quotes are preferred and should be attached to the Purchase Requisition Form. When a written quote is not practical, verbal quotes are acceptable. The details of the verbal quote should be provided on the Purchase Requisition Form and include the name of the vendor, the quoted price, and the date of the quote. (The Accounting Department will be responsible for the retention of the quoted information attached to the purchase requisition.)
>$10,000 or equal to $30,000	Three (3) written quotes must be obtained and copies should be attached to a Purchase Requisition Form. (The Accounting Department will be responsible for the retention of the quoted information attached to the purchase requisition.)
> $30,000	All contracts for work/services involving expenditures in excess of $30,000 must be competitively bid in accordance with State law (70 ILCS 410/6) and District policy. Board of Trustees approval is required for all work/service contracts above $30,000.
>$60,000	All contracts for supplies and material involving expenditures in excess of $60,000 must be competitively bid in accordance with State law (70 ILCS 410/6) and District policy. Board of Trustees approval is required for all contracts above $60,000.

All contracts/purchases for work/services in excess of $30,000 and all contracts/purchases for supplies and materials in excess of $60,000 must be authorized by the Board of Trustees before District staff begins the bid process. See the detailed policy guidelines in 5.05.03-D - Competitive Bidding & Requests for Professional Services. Items purchased more than once during a fiscal year (e.g., forms, copier supplies,

vehicle parts, etc.) do not need quotes every time a purchase is made. However, competitive quotes for these items shall be sought at least once each year unless they are included in a contract of longer duration to ensure that vendors are competitive.

2. Joint Purchasing

a. State of Illinois
District employees are authorized to obtain supplies, materials and work/services using the State of Illinois Joint Purchasing program. When available through the State program, it is not necessary for District employees to obtain quotes or to competitively bid the supplies, materials or work/services which are sought. (Purchases for work/services in excess of $30,000 and supplies and materials in excess of $60,000 still require Board approval prior to purchase.) Employees shall be responsible, however, for ensuring that the supplies, materials or work/services are of a quality sufficient to meet the District's needs and that pricing is competitive.

When making purchases using the State's assigned vendor, employees shall include the State of Illinois contract number and the Conservation District's assigned Joint Purchasing member I.D. number L4805 on the purchase order.

b. Other Units of Government
Employees are permitted to purchase items jointly with other units of government when the price of the goods or services sought is competitive and the quality meets the Conservation District's standards. All such joint purchases shall be by competitive solicitation, whether or not the solicitation is conducted by the Conservation District or some other government agency and in accordance with the guidelines as set forth in 5.05.03- D "Competitive Bidding & Requests For Professional Services" of this policy. Prior to initiating a purchase, employees shall seek the approval of the Director of Administration and Finance. Questions regarding joint purchasing opportunities should be directed to the Director of Administration & Finance.

3. Sole Source Purchase

Contracts for parts, supplies, equipment, or services that are available only from a single source (namely a monopoly) are referred to as sole source purchases. Examples of sole source procurements include, but are not limited to the following:

a. Equipment or supplies for which there is no comparable competitive product or is available only from one supplier;
b. Public utility services from natural or regulated monopolies;
c. A component or replacement part for which there is no commercially available substitute and which can be obtained only from the manufacturer;
d. An item where compatibility is the overriding consideration, such as computer software; or
e. A previously owned item, for example, a tractor, that becomes immediately available and is subject to prior sale

These items shall not be subject to requirements for seeking competitive quotes or bids. However, all purchases are still subject to the designated employee purchasing authority levels and procedures as set forth within this policy. Additionally, purchases for work/services in excess of $30,000 and materials and

supplies in excess of $60,000 shall be presented to the District Board prior to acquisition with a request to waive bids, approve the purchase and/or enter into a formal contract.

4. Emergency Purchases

Emergencies are defined as events that could not have been foreseen and where immediate action is necessary to ensure the on-going ability of the District to perform critical functions and/or to safeguard the public's health and safety. In the event of an emergency affecting the public health and/or safety, the Executive Director or their designee may authorize a purchase or contractual work which is less than $30,000 for work/services and less than $60,000 for materials and supplies and waive the District's requirement to receive (3) formal written quotes. If the emergency purchase for work/services exceeds $30,000 and materials and supplies exceeds $60,000, the Executive Director or their designee may forego the competitive bidding and authorize a purchase or contractual work, but only if the following occurs: (1) the Executive Director determines that an emergency exists that affects the public health and/or safety; (2) the Executive Director, in consultation with relevant staff and the Board President, determine, in good faith, that foregoing competitive bidding is necessary to properly respond to the emergency and protect the public health, safety, and welfare; and (3) documentation of the emergency, the need for immediate action, and any purchase or contractual work authorized by the Executive Director is presented to the District Board as soon as possible at a regular or special call meeting of the Board in order to ratify and/or approve the purchase or contractual work and expedite the resolution of the emergency.

5. Competitive Bidding Exemption

During the course of a fiscal year, the Executive Director, at their discretion, may approve multiple unrelated purchases which exceed $30,000 in aggregate but are less than $30,000 individually. In these cases, each purchase shall still be subject to the requirements of 5.05.03 -C of this manual concerning quote solicitation for purchases under $30,000 and Section 33E-9 in the Criminal Code regarding change orders. In addition, work requiring personal confidence and necessary supplies under the control of monopolies are both exempt from the bidding requirements.

The intent of this subsection is not to encourage the circumvention of the bidding requirements. Whenever practical, Conservation District staff is encouraged to rely upon the competitive bidding process.

D. Competitive Bidding & Requests for Professional Services

1. Formal Bid Required

Generally, all purchases of work/services exceeding $30,000 or supplies and materials exceeding $60,000, either individually or in aggregate of a specific product or for a specific project, (unless permitted by the Executive Director in 5.05.03 - C) made over the course of one fiscal year shall be subject to the competitive bidding process. The District Board must authorize the purchase and the intent to bid before any of the bidding steps are initiated. Once authorized by the District Board, the bidding invitation will be advertised and the bidding carried out in a free and open competitive process using sealed bids. The bid shall be awarded to the lowest qualified, responsible and responsive bidder or other bidder whom the District Board deems to be in the best interest of the District as allowed under state statute. In certain instances, the District Board reserves the right to waive the competitive bidding process for securing professional services; such as legal, architectural and engineering, as allowed for under state statute.

(See 5.05.03-D8, Requests for Professional Services below).

2. **Board Approves Request to Bid**

When a Manager seeks to purchase work/ services of $30,000 or supplies and materials. Iin excess of $60,000, the first step in the process is to gain Conservation District Board approval to seek bids. Before any steps in the formal bidding process are initiated, the Department Manager must submit an Authorization to Bid/Request for Proposal Form and a written Board Summary to their supervising Director. The Board Summary should include a brief description of the nature of the purchase, the amount that was budgeted for the purchase, whether or not the budgeted amount is believed to be sufficient, and an estimate of the timeframe to; seek bids, gain Conservation District Board authorization to award the bid and execute the purchase and/or begin the project. This Board Summary and executed Authorization to Bid/Request for Proposal Form should be submitted to the Director no later than the Monday of the week, preceding the week of the Board meeting.

3. **Preparing the Bid Document**

a. It is the responsibility of the respective departments to prepare the bid documents. The most recent version of the bid document can be obtained from the Accounting Manager and is available on the Conservation District's network. When preparing the bid document, each department shall be responsible for ensuring that the most recent version of the bid document has been used.
b. All bid documents must contain the following information:
    i. Cover sheet
    ii. Table of Contents
    iii. Notice to Bidders
    iv. General Terms, Conditions, and Instructions
    v. Specifications of the Item/Service
    vi. Authorization to Bid/Request for Proposal Form
    vii. An appropriate sample contract (Required if the bid is for goods, services, construction services or goods and installation services)
c. After the document has been prepared and approved by the applicable Manager it is forwarded to their supervising Director for approval. An Approval to Bid Form must be completed and attached to a copy of the completed bid document and can be found in Appendix 5.05.03.
d. The Director will review the documentation, signoff on the Approval to Bid/Request for Proposal Form, and forward to the Director of Administration & Finance for approval.
e. The Director of Administration & Finance will review and sign-off on the Approval to Bid/Request for Proposal Form and forward to the Executive Director.
f. The Executive Director will review and sign-off on the Approval to Bid/Request for Proposal Form and return the Bid packet to the appropriate Director/Manager.
g. The Manager will be responsible for ensuring the legal notice gets published in a paper of general circulation at least ten (10) days prior to the bid opening. Some grant related projects may require publication of the notice in multiple papers and additional time between the notice publication and bid opening. It is the Managers responsibility to ensure that the posting of the notice complies with all statutory and other applicable requirements. Whenever possible, invitations to bid should also be posted on the Conservation District's website. Bid documents should not be mailed to bidders

before the ad is placed in the newspaper. This will help ensure that all prospective bidders have the same amount of time to prepare their bid documentation.

4. **Additional Requirements for Bid Document**
   a. A bid bond, cashier's check, certified check, or other approved security in an amount equal to 10% of the bid is required to guarantee the successful bidder will sign a contract in the following instances: 1) the bid is for a construction project, 2) any other bid for which the supervising Director deems it necessary to protect the interest of the Conservation District.
   b. When preparing the bid document, consideration should be given to whether to require contractors to provide a performance bond if awarded the contract. In instances where the bid is for construction services or significant building improvements, it is customary to require the contractor to provide a performance bond. A performance bond, issued by a surety company, stipulates a legal, written obligation to guarantee 100% payment for any financial loss caused by default of the contractor. When assigned to the Conservation District, it grants an assurance as to the performance and successful completion of the terms of the contract and assures payment of the taxes, licenses or assessments associated with the contract. The contractor shall provide the performance bond with the appropriate Labor and Material Bonds within ten (10) calendar days of award of the bid. Bonds required to guarantee performance and payment for labor and material for the work shall be in a form acceptable to the Conservation District and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Conservation District for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Conservation District.
   c. During the term of the contract, the contractor shall provide the Conservation District with a certificate of insurance. The limits of liability shall be specified in the bid document's General Terms and Conditions and shall comply with the recommendations of PDRMA (or current insurance company of the Conservation District). Such coverage shall include but is not limited to, comprehensive general liability, auto liability, professional liability (required only where contracts are for professional services), workers compensation (the policy shall include a 'waiver of subrogation') and umbrella coverage.
   d. The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Conservation District, its officers, agents, employees, representatives and assigns as additional insureds. The contractor shall furnish to the Conservation District satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Conservation District together with executed copies of an "Additional Insured Endorsement" form. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall not be canceled, expired, or changed so as to the amount or types of coverage without first providing written notice to the Conservation District no less than 30 days in advance of any such changes. In addition, said certificates shall list the Conservation District and its officers, agents, and employees as additional insureds on all required insurance policies except the policy for professional liability.

e. All companies or individuals who wish to bid on a good or service must submit their bids in a sealed envelope before the deadline of the bid.
f. If bid documents are to be distributed at the administrative office, the front desk personnel must be supplied with at least three (3) hard copies (or more depending on the number of bidders expected) of the bid document or an electronic version of the bid document and the Bid Document Distribution List Form. The Bid Document Distribution List Form can be found in Appendix 5.5.03.
g. If a pre-bid conference is conducted, departments should specify in the Notice to Bidders whether attendance is a mandatory condition of bidding. At the pre-bid conference, the responsible department should ensure that all attendees sign a "sign-in" sheet to ensure compliance with this requirement of bidding. Failure to attend a mandatory pre-bid conference may disqualify a bidder from being awarded the contract unless, at the department's discretion, bidders are allowed to not attend by signing a waiver.

5. Bid Opening Procedures

Bid openings must be scheduled (held) no later than 10:00 a.m., the Friday two (2) weeks preceding the week of the Board meeting at which the bid is to be presented to the Board. All sealed bids shall be publicly opened by an employee as assigned by the applicable Manager at the time stated in the legal notice. At least one other employee shall serve as a witness and tabulate the bid results. All proposals shall be open to public inspection and a tabulation of all bids shall be available and kept on record by the department. The following procedures must be completed prior to the bid opening:

a. If the bid opening will be conducted at one of the Conservation District's meeting rooms, the originating department shall be responsible for reserving the room for the appropriate time.
b. All bids must be received before the deadline on the day of the bid. Front desk personnel should be notified of the time and place of the bid opening for that day and reminded that no bids are to be accepted after the deadline for accepting bids.
c. A Bid Tabulation Form must be completed. During the bid opening, both the person opening the bids and the person tabulating the bids must sign the bid tabulation sheet as witnesses.
d. Everyone attending the bid opening must sign the bid opening sign-in sheet.
e. If bid deposits are required, they shall be forwarded to the Accounting Department immediately following the bid opening. Procedures for depositing and returning bid deposits are described below.

6. Post Bid Opening Requirements

After the bid opening has taken place, the Manager shall prepare a Board Summary that explains the purpose of the bid, includes the names and addresses of the companies who submitted bids, the amount each company bid and a recommendation of which company should be awarded the bid and why. If the lowest bidder is not recommended, a more detailed explanation is required to explain the rationale. The recommendation should be based on, but not necessarily limited to the following criteria:

a. The ability, capacity and skill of the bidder to perform the contract and provide the service required;
b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
d. The quality of performance of previous contracts of services;

e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
g. The quality, availability and adaptability of the supplies or contractual service to the particular use required;
h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
i. The number and scope of conditions attached to the bid;
j. Whether the bidder has a place of business within McHenry County;
k. Responsiveness to the exact requirements of the invitation to bid;
l. Ability to work cooperatively with the Conservation District and its administration; and
m. Past records of the bidder's transactions with the Conservation District or with other entities as evidence of the bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.
n. If the Conservation District has no previous experience with a bidder, the Manager will need to conduct reference checks and investigate the history of the bidder in order to gain the knowledge necessary to make an informed and reliable decision.
o. The Board Summary should be forwarded to the supervising Director no later than the Monday of the week preceding the week of the Board meeting at which it is to be presented. The Director will be responsible for final edits, signing and forwarding to the Executive Director for approval and inclusion on the agenda for the Board Meeting and corresponding Board Packet.
p. If a Department/Division that has issued a bid, desires to reject all bids, the Manager shall prepare a Board Summary that explains the purpose of the bid, includes the names and addresses of the companies who submitted bids as well as the amount each company bid, and provides the reasons why the Conservation District should reject all bids. The Board Summary should be forwarded to the supervising Director to review, approve, and then forwarded to the Executive Director for approval and inclusion on the agenda for the Board Meeting and corresponding Board Packet.
q. It is the responsibility of the Manager to maintain all bid documentation, including the bid packages, original bid tabulation sheet, bid opening sign-in sheet and all other documentation in a bid file. The file must be maintained in a manner and for a period that conforms with State law. (Successful bid documentation must be maintained for a period of 10 years after the contract is complete, unsuccessful bid documentation must be maintained for a period of three (3) years. For more detailed information see the Conservation District's Records Retention Policy.) Within fourteen (14) days following Conservation District Board approval of the contract, the responsible Department will mail letters to all bidders notifying them of the bid results and will contact the successful bidder to have the Conservation District's contract signed and to obtain performance bonds and certificates of insurance when required. The signed contract will be forwarded to the Executive Assistant for safekeeping after it is received.
r. Signed contracts, certificates of insurance and performance bonds must be obtained from the contractor before work begins. It is the responsibility of the applicable Manager to ensure that the Conservation District's contract has been signed and certificate of insurance and performance bond obtained before work begins.

s. The Administrative and Finance Division shall be responsible for handling bid deposits. If a bid deposit was required, it must be returned to all except the three (3) lowest responsive and responsible bidders on each contract within fourteen (14) calendar days after the opening of the bid and within 24 hours of when the award letter is mailed. The bid deposit of the accepted bidder is to be returned only after acceptance by the Conservation District of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required. The remaining bid deposits of each contractor should be returned within fourteen (14) days after the Conservation District Board has awarded the contract. All bid deposits will be held in the Conservation District safe under the supervision of the Administrative Department.

7. Waiver of Competitive Bidding

The Conservation District Board does not require bids for work requiring personal confidence or for necessary supplies under the control of monopolies.

8. Requests for Professional Services

Some contracts, by their nature, are not adapted to award by competitive bidding. Examples include, but are not limited to, contracts for the services of individuals possessing a high degree of professional skill where the education, experience or character of the individual is a significant factor in determining their ability to meet the Conservation District's needs. These contracts generally result from a Request for Proposal (RFP) or Statement of Qualifications (SOQ) solicited from consultants for "Professional Services."

The Conservation District is required by the Local Government Professional Services Selection Act (50 ILCS 510) to follow specific procedures when hiring an architect, engineer, or land surveyor. The procedures must be followed unless: 1) the Conservation District has a "satisfactory relationship for services with one or more firms", or 2) an emergency situation exists and an architect, engineer or land surveyor must be selected in an expeditious manner, or 3) when the cost of such services "is expected to be less than $30,000." If none of these conditions apply, the respective Department Manager must solicit proposals and adhere to the following requirements:

a. Public Notice. The Conservation District must permit firms engaged in the lawful practice of their professions to file a statement of qualifications and performance data with the Conservation District. The Conservation District must also 1) mail a notice requesting a statement of interest in the specific project to all firms who have a current statement of qualifications and performance data on file with the Conservation District and 2) place an advertisement in a secular English language daily newspaper of general circulation throughout the Conservation District, requesting a statement of interest in the specific project and further requesting statements of qualifications and performance data from those firms which do not have such a statement on file with the Conservation District. Such advertisement shall state the day, hour and place the statement of interest and the statements of qualifications and performance data shall be due.
b. Selection Procedure. The Conservation District then must evaluate the firms' submitting letters of interest, taking into account qualifications, ability of professional personnel, past record and experience, performance data on file, willingness to meet time and budget requirements, location, workload of the firm and such other factors as the Conservation District may determine in writing are applicable. The Conservation District may conduct discussions with and require public

presentations by firms deemed to be the most qualified regarding their qualifications, approach to the project and ability to furnish the required services.

c. On the basis of evaluations, discussions and/or presentations, the Conservation District shall select no fewer than three (3) firms which it determines to be the most qualified to provide services for the project and rank them in order of qualifications to provide services regarding the specific project. The Conservation District shall then contact the firm ranked most preferred and attempt to negotiate a contract at a fair and reasonable compensation, taking into account the estimated value, scope, complexity, and professional nature of the services to be rendered. If fewer than three (3) firms submit letters of interest and the Conservation District determines that one or both of those firms are so qualified, the Conservation District may proceed to negotiate a contract.
d. Contract Negotiation. The Conservation District shall prepare a written description of the scope of the proposed services to be used as a basis for negotiations and shall negotiate a contract with the highest qualified firm at compensation the Conservation District determines in writing to be fair and reasonable. In making this decision, the Conservation District shall take into account the estimated value, scope, complexity and professional nature of the services to be rendered.
e. If the Conservation District is unable to negotiate a contract with the preferred firm, negotiations with that firm shall be terminated. The Conservation District shall then begin negotiations with the firm which is next preferred. If the Conservation District is unable to negotiate a contract with that firm, negotiations with that firm shall be terminated. The Conservation District shall then begin negotiations with the firm which is next preferred.
f. If the Conservation District is unable to negotiate a satisfactory contract with any of the selected firms, it shall re-evaluate the architectural, engineering or land surveying services requested, including the estimated value, scope, complexity, and fee requirements. The Conservation District shall then compile a second list of not less than three qualified firms and proceed in accordance with these procedures.

If, after reviewing these procedures, employees have questions regarding which services are exempt, they should contact the Director of Administration and Finance for clarification.

E. Methods of Payment Processing

1. Regular Payment of Invoices

The Conservation District will comply with the provisions of the Local Government Prompt Payment Act. Approval for purchases greater than or equal to $500 should be documented on the Conservation District's Purchase Requisition Form. If a purchase has been Approved by the Board of Trustees, no Purchase Requisition Form is required, but the appropriate Board Approval document should be attached to the invoice and/or check request when payment is requested. The Board Approval document should include a current signature of the Manager approving the current payment request, the date of the current payment request, the current amount to be paid and the appropriate General Ledger expense account.

If a purchase requisition is not used, approval for the payment of the invoice should be indicated on the invoice by the responsible Manager or their delegate. Payment authorization should include the manager's signature, date of authorization, the appropriate general ledger expense account number, and the amount being authorized to pay.

Sufficient funds must exist within the budget line item to which the purchaser charges the expenditure. Exceptions must be approved by the supervising Director and the Director of Administration and Finance.

When invoices are submitted with appropriate authorization and supporting documentation, they will be entered into the Accounts Payable system. Purchase Approval Authorization levels are detailed in Bid Procedures/Purchasing Policy 5.05.03 – B4: Approval of Conservation District Purchases.

Invoices should not be submitted for payment by the employee responsible for the purchase until the goods or services have been received.

Exceptions:

a. Deposits on certain jobs when approved by the Director of Administration and Finance.
b. Memberships and books or periodicals.
c. Payments to local, State and Federal government entities.
d. Service and maintenance contracts where necessary.
e. Approval by the Director of Administration and Finance or Executive Director.

A listing of all open invoices (i.e., invoices entered into the Accounts Payable system, but not yet paid) will be submitted monthly to the Board for their approval at the regular monthly Board Meeting. Once the open invoice listing is approved by the Board of Trustees, the Accounting Manager is responsible for processing the invoices for payment within two business days. Payments may be made either by paper check or electronic remittance. Electronic remittances may include but are not necessarily limited to; payments initiated by the Conservation District through the Automatic Clearing House (ACH) system, payments initiated by the vendor (subject to specific Conservation District authorization) through the ACH system and wire transfers. The method of payment selected will be based on; cost effectiveness of the transaction, administrative efficiency, need for expediency, and acceptability by vendor.

2. **Manual Checks – Check Request Form**

Manual checks are interim checks issued to vendors as payments for goods delivered or services performed. The checks are issued between normal accounts payable cycles when an emergency or other extenuating circumstance as determined by the Director of Administration and Finance makes it impractical or unreasonable to process the payment following normal payment methods. As the name implies, manual checks are labor intensive and time consuming to issue, therefore, their use as a method of payment shall be restricted to unique or special circumstances.

All requests for manual checks must be processed by completing a Check Request Form can be found in Appendix 5.05.03. The completed form shall include the vendor's name and address, the account number against which it is being charged, a description of the item purchased and an explanation in the remarks section for why the check is needed. The form shall also include the required purchase approval signature(s) – see Purchasing Policy 5.05.03 - B4: Approval of Conservation District Purchases. Completed forms shall be submitted to the Director of Administration and Finance for approval.

Manual checks should not be used in instances where reasonable means could have been taken to process the payment within the normal accounts payable cycle and process.

3. **Employee Expense Reimbursement**
Conservation District employees may occasionally incur expenses in carrying out their authorized duties. They may be reimbursed by the Conservation District upon submission of a properly filled out and approved Employee Expense Reimbursement Form with supporting receipts. The Employee Expense Reimbursement Form can be found in Appendix 5.05.03.

4. **Other Payment Requests**
There may be circumstances when a third-party payment is required that does not have an associated vendor invoice or other vendor documentation. Such circumstances may include but are not limited to; program participant refunds, a large purchase that requires a deposit before or at the time of delivery, a permit application fee in order to avoid unnecessary project delays, or a fee for professional or food service when it is needed ahead of or at the time of delivery. In these cases, a Purchase Requisition Form should be utilized to request payment.

5. **Petty Cash**
This policy sets forth procedures for the handling of petty cash monies. It further establishes the procedures for reporting petty cash disbursements by department to the Accounting Manager as well as reimbursements to the Petty Cash Box. The Brookdale Administrative Office and Lost Valley Visitor Center have the only Petty Cash Boxes for the Conservation District. The Petty Cash Custodians are the Accounting Manager at Brookdale and the Front Desk Attendant at Lost Valley Visitor Center. These employees are accountable for the Petty Cash Box at their respective locations and are responsible for ensuring that the total amount of receipts account for any reductions from the starting cash balance. The Petty Cash Box is subject to audit and the above listed individuals will be accountable for any non-compliance with these procedures or shortage of funds.

The following policy and procedural guidelines have been established to promote a more efficient and accountable petty cash operation. All departments within the Conservation District are responsible for abiding by this policy. There are no exceptions.

a. Petty Cash Disbursements to Employees
    i. At Brookdale requests for petty cash may be made to the Accounting Manager. At the Lost Valley Visitor Center requests can be made to the Front Desk Attendant.
    ii. There is a $100 limit per petty cash request per day. Any amount above $100 must be reimbursed via an Employee Expense Reimbursement Form submitted through the accounts payable process.
    iii. No one is allowed to take money from petty cash without a petty cash request form and/or a receipt. The Petty Cash Request Form must be signed by the employee who will receive the money.
    iv. All Petty Cash Request Forms must be submitted with an original receipt. If no receipt is submitted with the petty cash request form, the request should be submitted to the Accounting Manager for review and approval. The Accounting Manager will be responsible for notifying the appropriate Manager or Director of the breach of policy.

v. If a receipt is submitted with the petty cash request form, the employee is reimbursed and no further action by the employee is needed. At this time, the Petty Cash Request Form is marked "PAID" with the date on it and put in the petty cash box.
vi. All petty cash request forms must contain the following information:
    1. Date
    2. Detailed description of the expenditure
    3. Name of person(s) to receive money
    4. Account number to which the expenditure will be charged
    5. Receipt (if received, otherwise the petty cash request form will be marked "HOLD")

b. Reimbursing Petty Cash Box
    i. The Petty Cash custodians are responsible for reconciling the Petty Cash Box and requesting petty cash reimbursements. It is recommended that this be done on a monthly basis or more frequently when necessary.
    ii. The Petty Cash Reimbursement Form lists all petty cash transactions for a certain period of time. This sheet must contain the following information:
        1. Detailed list of account numbers
        2. Detailed description of charges for each account number (date, place, name, and reason for charge)
        3. Amount of charges for each account number and correlating description
        4. All original petty cash receipt slips and corresponding receipts
    iii. Once the Petty Cash Reimbursement Form is completed, it must be forwarded, along with all required documentation and required signature of the Petty Cash Custodian to the Accounting Manager. Upon receipt of the above information, the Accounting Manager will be responsible for reviewing the documentation and approving the reimbursement of the petty cash.
    iv. The Petty Cash Reimbursement Form and receipts are then attached to the file copy of the check that was cut for reimbursement and is stored with the accounts payable files.
    v. Petty Cash will be subject to periodic announced and unannounced audits to determine compliance with these procedures. Any discrepancies with compliance or cash balance shall be immediately reported to the Director of Administration & Finance and a written report shall be provided with copies to the Division Director and Executive Director.

6. <u>Purchase Card</u>

The Conservation District has a Purchase Card Program to assist departments in purchasing goods and services. The program utilizes a procurement card to conduct transactions for low dollar amount purchases. The program is not designed to replace or circumvent the Conservation District's purchasing procedures and policies. Rather, Purchase Cards should be utilized as an alternative payment method when it is either more cost effective, more efficient, or otherwise advantageous over other payment methods.

The Purchase Card is as easy to use as any Visa/MasterCard credit card. The main difference is the Purchase Card is a corporate liability charge card with certain restrictions and limitations imposed on the cardholder. Any merchant who accepts a Visa/MasterCard card and whose Merchant Category Code

(MCC) is included in the defined parameters will accept the Purchase Card. Since the Purchase Card is a corporate purchase card, card privileges may be rescinded at any time at the discretion of management and/or the Accounting Manager if policies or procedures are not followed. Under no circumstances is personal use of a Conservation District Purchase Card allowed.

This set of policies and procedures provides the guidelines under which cardholders are required to utilize their Purchase Cards. All cardholders should read it carefully. A cardholder's signature on the Cardholder Agreement or any use of the Purchase Card indicates that the cardholder understands the intent of the program and agrees to adhere to the guidelines.

The cardholder must keep their Purchase Card in a secure place as you would with your own personal charge card. Although the Purchase Card is issued in the cardholder's name, it is the property of the McHenry County Conservation District and is only to be used for Conservation District purchases as allowed by the program. Remember that cardholders are committing taxpayer funds each time they use the Purchase Card, a responsibility not to be taken lightly.

a. General
   The Executive Director has the authority to authorize the issuance of a Purchase Card to a Conservation District employee. Once authorized, the Accounting Manager will procure and issue the card to the employee. No person other than the person to whom the card is issued is authorized to use the assigned Purchase Card.

   Training will be provided with the issuance of the Purchase Card to ensure that all policies and procedures are understood. An employee will not be issued a Purchase Card unless training has taken place.

   Generally, the Purchase Card maximum credit limits will be established in accordance with the below schedule.

Position	Maximum Credit Limit
Executive Director	$20,000
Director	$10,000
Manager	$5,000
Supervisor	$2,500
Fulltime Staff	$1,000

   The Director of Administration and Finance may authorize a temporary increase of up to $1,500 more than the available limit on the card to support a specific and temporary need of the cardholder. Such an increase will be allowed only for the current billing cycle and will revert back to

the lower authorized limit of the card at the start of the next billing cycle.

The Executive Director may authorize a permanent increase of up to $2,500 more than the amounts specified in the above schedule. The Executive Director reserves the sole discretion to revoke the permanent increase at any time.

Purchasers must adhere to all Conservation District purchasing polices when requisitioning goods or services for purchase on the Purchase Card. No food or meals are to be purchased with the Purchase Card with the following exceptions:

i. Staff who may need to procure program foods on an emergency basis or the program food is unable to be purchased through normal purchasing channels;
ii. Staff who are traveling on approved Conservation District business; or
iii. Staff who may have the need to purchase business meals. A business meal is defined as a meeting taking place during a meal for the specific purpose of conducting a business-related discussion or function. The receipt must be documented with who attended the meeting and the business purpose of the meeting.

If cardholders need assistance with a vendor who may be reluctant to accept the Purchase Card, please contact the Accounting Manager or Director of Administration and Finance.

b. Obtaining a Purchase Card
The initial step in obtaining a Purchase Card is for a department manager to obtain, complete, and sign a Purchase Card Request Form (Available through the Accounting Department), have it signed by the appropriate Director (and Executive Director if this is a new issuance for a position which had not previously been assigned a Purchase Card) and return it to the Accounting Manager. The Accounting Manager will request the card from the Purchase Card Company.

Once the Accounting Manager receives the card (approximately 7-10 working days), a meeting will be scheduled with the employee to review the Policies and Procedures and to answer any questions they may have. At this meeting the employee will receive the card. The employee will sign the Cardholder Agreement acknowledging that they have received the Purchase Card and that the policies and procedures have been reviewed.

The employee can immediately begin to use the Purchase Card.

c. Purchase Process
Buying low-cost goods and services is easy with the Purchase Card. Any Visa/MasterCard merchant will accept the Purchase Card. Only the cardholder named on the Purchase Card can use that Purchase Card.

The cardholder will present the card at the cash register, sign the card slip, and retain the charge receipt and cash register tape for filing. The receipts should be filed, and the cardholder should enter the details of the transaction on the Purchase Card Transaction Log.

d. The cardholder may place an order via the internet. When an internet order is placed, the cardholder should indicate the order on the transaction log. The cardholder should then print off a verification/confirmation of the purchase. Preferably this would be in the form of an internet receipt or purchase confirmation which is often emailed following the transaction.

   If for some reason a 'receipt' type document is unavailable, the cardholder should make every effort to print a hardcopy from the site showing the vendor, description of item(s) purchased, date and cost. This printout should be retained with the transaction log. When the goods are received, the cardholder should check the goods against the transaction log record and enter the date of delivery. If an individual other than the cardholder receives goods centrally, the cardholder must take steps to ensure that receipt of goods can be appropriately verified. The cardholder must keep receipts and shipping records in a file.

   The cardholder may place an order over the phone. When a telephone order is placed, the cardholder should indicate the order on the transaction log and request from the vendor a receipt showing prices and delivery cost. When the goods are received, the cardholder should check the goods against the transaction log record and enter the date of delivery. If an individual other than the cardholder receives goods centrally, the cardholder must take steps to ensure that receipt of goods can be appropriately verified. The cardholder must keep receipts and shipping records in a file.

   The Conservation District is a tax-exempt entity. Vendors must be notified of this status when placing orders. You may be asked to present the tax-exempt certificate to certain vendors.

e. Shipping/Receiving
   The cardholder must provide the vendor with the appropriate shipping information.
   If a shipment is incorrect, the cardholder should contact the vendor to arrange for a return, exchange, or credit. If the vendor agrees to issue a credit, it should be noted on the cardholder's transaction log and the cardholder should verify that the credit is properly reflected in the next Monthly Memo Statement.

f. Reconciling Monthly Purchases
   i. Purchase Card Transaction Logs
      1. Each cardholder must keep a log of and receipts for all transactions charged to their Purchase Card on a monthly basis. For each month, a new Purchase Card Transaction Log should be started. The billing cycle is a calendar month.
      2. At the end of the billing cycle for each month, the original sales documents (receipts, cash register tape, credit card slips, and Internet sales confirmations) for that month should be stapled to the Purchase Card Transaction Log, along with a copy of the cardholder's bank statement for that month.
      3. The Cardholder and their supervisor must sign the Purchase Card Transaction Log and ensure that all transactions on the bank statement have been accounted for on the Purchase Card Transaction Log and that the following information has been provided on the Purchase Card Transaction Log for each transaction:

a. Date of the transaction;
b. Appropriate general ledger account number;
c. Dollar amount that agrees to the bank statement;
d. A brief description of the transaction that reflects the "business nature" of the transaction if it is not otherwise obvious;
e. The name of the vendor; and
f. A receipt is provided for each transaction.

4. Once the Purchase Card Transaction Log has been reviewed by the cardholder and Manager, it must be signed by both. A Manager's Purchase Card Transaction Log must be reviewed and signed by the departments overseeing Director. The Executive Director's Purchase Card Transaction Log must be reviewed and approved by the Board President.
5. If a discrepancy is found, see the "Discrepancies" procedures to follow.
6. All completed Purchase Card Transaction logs and original sales documents and related bank statement must be forwarded to the Accounting Department no later than the 8th of the month following the month of the transaction and shall be retained by the Accounting Department.
7. The Director of Administration and Finance will be responsible for periodic audits of the usage of all Purchase Cards. If a Purchase Card is suspected of misuse or the policies and procedures are violated, the Purchase Card may be suspended or revoked. Management will investigate any suspected misuse or violation.

g. Discrepancies or Unauthorized Usage
   i. Types of discrepancies may include; an incorrect amount charged for a purchase or an unauthorized transaction.
   ii. Procedures
      1. If there are any discrepancies on the cardholder's Monthly Statement, the employee will need to contact the vendor immediately to try to resolve the issue(s) in question.
      2. If the discrepancies cannot be resolved with the vendor, the cardholder will need to write a memo explaining the nature of the discrepancy and forward a copy to the Accounting Manager who will assist in resolving the dispute. Notification must occur within 30 days from receipt of the Purchase Card statement. A charge cannot be disputed after 90 days from the statement cutoff on which the charge occurred.

h. Card De-Activation
   i. Termination of Cardholder
   Upon voluntary or involuntary termination of employment of a cardholder, the Purchase Card must be turned into the cardholder's supervising Director and forwarded to the Accounting Manager.
      1. The supervising Director must immediately notify the Accounting Manager either via email or by phone that the Purchase Card of the named cardholder should be deactivated. It is the responsibility of the supervising Director or Manager to confirm that the Accounting Manager has received the deactivation communication.
      2. The Accounting Manager will immediately deactivate the Purchase Card.

3. It is the responsibility of the supervising Manager or Director to forward the Purchase Card to the Accounting Manager.

ii. Misuse of the Card by the Cardholder

In the event that a Purchase Card is misused or the policies and procedures are violated, the supervising Director will work with the Human Resource Department, and/or the Director of Administration and Finance to determine appropriate disciplinary action.

1. A Director may request suspension or cancellation of the Purchase Card at any time by notifying the Accounting Manager in writing.
2. If there is question as to whether an employee is violating the Purchase Card policies, the employee or Director shall consult with Accounting Manager and the card may be immediately suspended. The supervising Director along with the Human Resource Manager and/or the Director of Administration and Finance will work together in determining the appropriate disciplinary action, if required.

3. Management may unilaterally suspend or cancel a Purchase Card at any time and will do so if the Conservation District's Purchasing Card Policies and Procedures are not followed.

iii. Specific examples of misuse included, but are not limited to:

1. Turning in the completed Purchase Card Transaction Log (including all required authorizations and required supporting documentation) and/or receipts after the due date are considered delinquent uses of the Purchase Card. If any delinquency occurs during a 12-month cycle the following disciplinary procedures may be employed.
    a. A first offense will result in a verbal notice made to the employee and the supervising Director as a reminder of the scheduled deadlines.
    b. A second offense will be followed by a written notice sent to the employee with a copy to the supervising Director, and Director of Administration and Finance as a reminder that all paperwork must be in by the scheduled dates.
    c. A third offense is followed by a memo to the employee, their supervising Director, Director of Administration and Finance, Executive Director, and the Human Resources Manager - as a reminder that future incidents of late or delinquent paperwork could result in suspension of their Purchase Card.
    d. A fourth offense of late or delinquent submission will result in a memo informing the employee that the card is being suspended for a period of three (3) months and advising them to turn the card into their immediate supervising Director. The memo will also be sent to all appropriate levels of authority.

The Purchase Card will only be reinstated following a meeting with the employee, Director of Administration and Finance and/or Supervising Director and Accounting Manager if it is determined that the employee will submit their completed transaction log with all necessary paperwork by the established due date. Further

instances of late or delinquent paperwork may result in immediate and permanent revocation of the Purchase Card.

2. Personal use of the Purchase Card is unacceptable, as stated in the Policies portion of these procedures, Item 5d. Inappropriate Uses of the Purchase Card. Disciplinary procedures are as follows:
    a. Upon the first offense, a memo will be sent to the employee, supervising Director, Director of Administration and Finance, Human Resources Manager and Executive Director reminding the employee that personal use of the Purchasing Card is unacceptable.
    b. Following the second offense will be a memo to the affecting employee, supervising Director, Director of Administration and Finance, Accounting Manager, Human Resources Manager and Executive Director, advising that their Purchase Card is being suspended for a period of three (3) months.
    c. At the completion of the three-month suspension, a review meeting will be held between the employee, Director of Administration and Finance, Accounting Manager and/or Supervising Director to determine if the Purchase Card will be reinstated.

i. Reporting Lost or Stolen Cards
    i. If a Purchase Card is lost or stolen, the cardholder must immediately inform the Accounting Manager.
    ii. The Accounting Manager will immediately deactivate the Purchase Card, order a replacement card, and will send an acknowledgement to the cardholder and Director of Administration and Finance informing them of this action.
    iii. Once the replacement card is received, a new Cardholder Agreement for the new card number will have to be completed before the new card is issued.

The cardholder is responsible for review and reconciliation of the Monthly Statement of the deactivated Purchase Card as well as the Monthly Statement on the new Purchase Card.

F. Change Orders

1. Change Orders

State statute requires Conservation District Board approval of all change orders which are $25,000 or more, and all change orders which, when combined with those previously approved, increase or reduce the contract price by more than $25,000, and any change order that increases or decreases the time of completion by 180 days or more. (The requirements of change order procedures are precisely spelled out in the Criminal Code, 720 ILCS 5/33E-9). For projects with change orders exceeding 50% of the original contract amount, the contract must be re-bid per IL State Statute (50 ILCS 525). The following financial policy is consistent with these statutes.

Additionally, if the change order relates to a grant funded project, change orders may require approval by the grant administrator. It is the responsibility of the Department Manager who is overseeing the grant related project to ensure that any change orders are also done in a matter that conforms to all of the grant requirements and restrictions.

It shall be the responsibility of each Manager to ensure that all change orders are submitted to the supervising Director and Executive Director in the form of a written memorandum for approval. In addition, Department Managers shall be responsible for monitoring all contract payouts and retainages and ensuring that the amount of the change order is correct.

The procedures outlined below shall not apply to professional service agreements (e.g. engineering, architectural or land surveying work). Changes to professional service agreements shall be treated as amendments to the agreement.

a. Change orders that would increase or decrease the original contract price by more than 50% must be re-bid according to the requirements enumerated in Chapter 5 of this document.
b. The requested amount and all previously approved change orders over the life of the contract must be considered collectively when making this determination. Change orders that increase or decrease the original contract price by more than $25,000 must be approved by the Board of Trustees. The requested amount and all previously approved change orders over the life of the contract must be considered collectively when making this determination. The Executive Director is authorized by the Board of Trustees to approve all change orders up to 25% over the approved contract price with the understanding the change order is presented to the Board of Trustees within a reasonable time period for affirmation. See procedures for submitting change order requests below.
c. Change orders that increase or decrease the time of completion by more than 180 days must be approved by the Board of Trustees. The requested change and all previously approved change orders over the life of the contract must be considered collectively when making this determination. The Executive Director is authorized by the Board of Trustees to approve all change orders that increase or decrease the time of completion of a project, including those change orders that increase or decrease the completion of a project by more than 180 days. Change orders that increase or decrease the completion time of a project by more than 180 days, must be presented to the Board of Trustees within a reasonable time period for affirmation. See procedures for submitting change order requests below.

2. <u>Procedure for Submitting Change Order Requests</u>

a. Managers responsible for overseeing a contract can request the authorization of a change order by submitting a written Board Summary, along with a copy of the change order to their supervising Director. The Board Summary should explain the reason for the request and clearly establish at least one of the following criteria: 1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or 2) the change is germane to the original contract as signed, or 3) the change is in the best interest of the Conservation District and legal.
b. After reviewing the Board Summary, the Director will forward the Board Summary and the change order to the Executive Director for consideration.
c. If approved, the Executive Director will execute the change order, place the item on the Consent Agenda for affirmation at the next scheduled meeting of the Board of Trustees, and return the change order to the requesting manager. The manager will be responsible for placing a copy of the change order request and Board Summary memorandum in the contract file to be retained in accordance with the Conservation District's Records Retention Policy.

H. Other Miscellaneous Purchase Procedures

1. Purchases Made Near the End of the Fiscal Year

When purchases are made near the end of the fiscal year (i.e., March 31), departments shall be responsible for ensuring that they are expensed (i.e., charged) to the appropriate fiscal year. The date goods are received, or services are actually received determines which fiscal year they should be expensed to. Consequently, goods and services will be expensed in the current fiscal year only if they are received or performed by March 31. This is true regardless of when the purchase requisition is processed, or invoice is paid.

The Accounting Manager shall issue a reminder notice regarding year end purchases to all departments each year in February.

2. Use of Sales Tax Exemption Number

a. Use by Employees
   i. Conservation District purchases are not subject to sales tax; therefore, employees shall make efforts to inform vendors of the Conservation District's tax-exempt status and to ensure that sales tax is not paid for purchases made with petty cash or Purchase Cards.
   ii. Use of the Conservation District's sales tax exemption number is restricted to purchases made on behalf of the Conservation District. State law prohibits use of the Conservation District's sales tax exemption number to secure exemptions for personal reasons and such use will subject the responsible individual and all guilty parties to a fine of not more than $10,000 or to imprisonment for not more than five years or both, together with costs of prosecutions.

b. Use by Outside Contractors
   i. The Illinois Department of Revenue regulations allow contractors to use the Conservation District's sales tax exemption number to purchase materials used in construction of public improvements which will be eventually dedicated to the Conservation District. Use of the exemption number is limited to purchases directly related to work being done on behalf of the Conservation District. Contractors are responsible for any tax due on purchases determined to be non-exempt and for purchases not made on the Conservation District's behalf.

I. List of Forms

Form 1 Purchase Requisition Form
Form 2 Approval to Bid/Request for Proposal Form
Form 3 Bid Distribution List Form
Form 4 Bid Tabulation Form
Form 5 Check Request Form
Form 6 Employee Expense Reimbursement Form
Form 7 Petty Cash Reimbursement Form
Form 8 Purchase Card Request Form
Form 9 Purchase Card Transaction Log
Form 10 Cardholder Agreement Form

5.05.04 Illinois Prevailing Wage Notice

Pursuant to the Illinois Prevailing Wage Act (820 ILCS 130 et seq.), all work considered “public works” under the definitions of the Act will require the proper documentation be supplied by the contractors hired to perform the work in the time frame determined by law before final contract payments are made. Such documentation, subject to redaction, will be considered public documents.

GLOSSARY

Annual Budget - A plan approved by the Board of Trustees to identify, prioritize, and align available financial resources with operational and capital needs for the fiscal year.

Appropriation - The formal and/or legal identification of dollars to be expended for specific purposes.

Audit - An official inspection of an individual or organization's accounts, typically by an independent licensed Certified Public Accountant (CPA).

Board of Trustees - Independent board consisting of seven volunteers, appointed by the County, who serve for alternating five-year terms to oversee the directions of the McHenry County Conservation District.

Budget and Appropriation Ordinance - A legal document adopted by the Board of Trustees authorizing expenditures.

Budget Deficit - For any given year, an excess of budget expenditures over budget revenues. The amount of the deficit is the amount by which expenditures exceed revenues.

Budget Surplus - For any given year, an excess of budget revenues over budget expenditures. The amount of the surplus is the amount by which revenues exceed expenditures.

Capital Assets - Land, land improvements, buildings, vehicles, and equipment with a cost of $5,000 or more and an estimated useful life that extends beyond two fiscal years.

Capital Asset Management Plan Fund - A fund to account for the financial resources and expenditures used for capital projects, repairs, maintenance, and improvements.

Capital Asset Management Plan - The Capital Asset Management Plan (CAMP) provides for the long-term replacement, maintenance and improvements of its assets and infrastructure. The plan estimates the cost associated with the projects, prioritizes the needs, and assigns financial resources as available.

State Personal Property Replacement Tax - A Law enacted to replace the personal property tax paid by businesses. It consists of a state income tax on corporations, trusts, partnerships, and a tax on the invested capital of public utilities. The tax is collected by the Illinois Department of Revenue and distributed to local governments.

Consumer Price Index (CPI) - An index of prices determined by the US Bureau of Labor and Statistics used to measure the change in the cost of basic goods and services in comparison with a fixed base period. A tax cap (5%) or the growth of CPI, whichever is less, limits the annual property tax revenue received by the Conservation District.

Debt Service - Payments of interest and principal on an obligation resulting from the issuance of bonds or other long-term debt.

Fiscal Year - A 12-month period to which the annual operating budget applies, beginning April 1st and ending March 31st.

Fixed Assets - Assets of a long-term character that is intended to continue to be held or used, such as land or a building.

FTE(s) Full-time Equivalent Employee - Determined by taking the total annual hours worked divided by 2,080. For example, an employee that works 1,040 hours would be the equivalent of 0.5 FTEs.

Fund - Fiscal and accounting tool with a self-balancing set of accounts to record revenue and expenditures.

Fund Accounting - The accounts of the Conservation District are organized based on funds and account groups, each of which is considered a separate accounting entity. The operations of a fund are accounted for with separate sets of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund Balance - Fund balance is the accumulation of operating surpluses (net of operating deficits) over time. This is equivalent to what is known as 'reserves' in the private sector.

GAAP (**Generally Accepted Accounting Principles)** - A uniform set of standards, and guidelines for financial accounting and reporting.

GASB (**Government Accounting Standards Board)** - An independent, private- sector organization that establishes accounting and financial reporting standards for U.S. state and local governments that follow Generally Accepted Accounting Principles (GAAP).

General Corporate Fund - The fund used to account for all financial resources and expenditures, except those accounted for in other individual funds.

GFOA (**Government Finance Officers' Association)** - Founded in 1906, represents public finance officials throughout the United States and Canada. The association's more than 20,000 members are federal, state/provincial, and local finance officials deeply involved in planning, financing, and implementing thousands of governmental operations in each of their jurisdictions. GFOA's mission is to advance excellence in public finance.

Goals - A specific plan that the Conservation District or a department has upcoming and future years to implement the Strategic Plan initiatives. Goals identify intended results for improvement; they are often ongoing and may not be achieved in one year.

GO Bond (**General Obligation Bond)** - A common type of municipal bond in the United States that is secured by a state or local government's pledge to use legally available resources, including tax revenues, to repay bond holders.

IAPD - Illinois Association of Park Districts is a statewide organization serving elected officials by providing educational and networking opportunities as well as lobbying efforts on behalf of parks, recreation, conservation, and special recreation districts.

IDNR - Illinois Department of Natural Resources.

IMRF - Illinois Municipal Retirement Fund is a state established retirement fund for municipal workers. Both the employee and the Conservation District pay into this defined benefit plan.

IPRA - Illinois Park and Recreation Association is a statewide organization of parks and recreation professionals that provides networking and educational opportunities for parks and recreation professionals.

IMRF- Illinois Retirement Fund - a "multi-employer public pension fund" that administers a program of disability, retirement, and death benefits for employees of local government in Illinois. IMRF is governed by Article 7 of the Illinois Pension Code (40 ILCS 5/). IMRF is not funded by the State.

Income - A term used in proprietary fund type accounting to represent revenues. It can also be expressed as “Net Income” which is the excess of revenues over expenditures.

Intergovernmental Agreement - A formal agreement to defining exchange of services, cooperative programming, or sharing resources or expenditures with another public/governmental entity.

Non-Referendum Bonds - General Obligation Bonds that can be issued without a referendum. The Conservation District’s total outstanding non-referendum debt is limited to 0.575% of the County’s EAV.

Operating Budget - A financial plan outlining estimated revenues and expenditures and other information for a specified period.

Operating Surplus - The amount by which actual revenues exceed actual expenditures during a reporting period.

PDRMA (Park District Risk Management Agency) - A self-insured intergovernmental risk management pool which provides the Conservation District with comprehensive insurance coverage including general liability, automobile liability, public official’s errors and omissions coverage, employment practices, law enforcement liability, and worker’s compensation.

PTELL (Property Tax Extension Limitation Law) - Part of the Illinois property tax code that limits the amounts by which taxing bodies can increase their annual property tax levies (limited to the lesser of the growth in the CPI or 5%).

Public Hearing - The portion of a meeting dedicated to providing further information on any issue. It is an opportunity for members of the public to voice opinions and provide input to the board on a particular subject.

McHenry County Conservation District

Revenue - Funds that the Conservation District collects or earns. Examples of revenue include property taxes, program fees, sponsorships, property lease/rental income, grants, and interest income.

Revenue Estimate - A formal estimate of how much revenue will be earned from a specific revenue source for a future period, typically a future fiscal year.

Salaries and Wages - Salaries and wages are the compensation paid to full -time, part-time, and seasonal staff.

Strategic Plan - Long-range planning tool updated periodically and developed though a comprehensive planning process. It provides direction regarding the agency's focus and activities.

Supplies - The amount budgeted and appropriated for departmental operating goods and materials. This includes expenses such as: office supplies, building, sites, equipment and vehicle maintenance supplies, and other programming supplies.

Tax Extension (Property) -The actual dollar amount billed to the property taxpayers of the Conservation District; based on the amount of taxes levied by the Conservation District and the EAV of the County. The County Clerk extends the property taxes.

Tax Levy - The amount of dollars requests by the Conservation District requests from the property owners, both commercial and residential, to fund the operations, services and needs of the Conservation District.

Tax Rate - The rate derived from dividing the tax levy by the EAV. The tax rate, combined for all funds, is multiplied by the equalized assessed valuation of each real estate parcel to arrive at the taxes owed by each parcel owner.

APPROPRIATION ORDINANCES & CERTIFICATIONS

FILED
McHENRY COUNTY, IL
JAN 21 2026
Joseph J. Tirio
COUNTY CLERK

MCHENRY COUNTY CONSERVATION DISTRICT
MCHENRY COUNTY, ILLINOIS
18410 U.S. Highway 14
Woodstock, Illinois 60098

ORDINANCE NO. 26-1066

TENTATIVE BUDGET AND APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING APRIL 1, 2026, AND ENDING MARCH 31, 2027

WHEREAS, the Board of Trustees of the McHenry County Conservation District, in the County of McHenry, State of Illinois, shall, within or before the first quarter of each year, adopt a combined annual budget and appropriation ordinance; and

WHEREAS, the District's combined annual budget and appropriation ordinance shall also be adopted by resolution of the McHenry County Board; and

WHEREAS, the District's budget shall contain a statement of the cash on hand at the beginning of the fiscal year, an estimate of the cash expected to be received during the fiscal year from all sources, an estimate of the expenditures contemplated for the fiscal year, and a statement of the estimated cash expected to be on hand at the end of the fiscal year; and

WHEREAS, the Board of Trustees of the McHenry County Conservation District has caused this Tentative Budget and Appropriation Ordinance to be prepared in tentative form; and

WHEREAS, it is the intention of said Board of Trustees that the Tentative Budget and Appropriation Ordinance be made available for public inspection at the Conservation District Headquarters, located at 18410 U.S. Highway 14, in Woodstock, Illinois, for at least thirty (30) days prior to the public hearing which will be held on The District's Annual Budget and Appropriation Ordinance; and

WHEREAS, the Board of Trustees has scheduled a public hearing to be held on the Annual Budget and Appropriation Ordinance at 5:00 P.M. in the Brookdale Administrative Offices at 18410 US Highway 14 in Woodstock, Illinois, on February 19, 2026.

McHenry County Conservation District

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the McHenry County Conservation District, in the County of McHenry, State of Illinois, that the following Tentative Budget and Appropriation Ordinance containing a statement of the estimated cash on hand at the beginning of the fiscal year, an estimate of cash expected to be received during such fiscal year from all sources, an estimate of fund balance transferred between funds, an estimate of the expenses contemplated for such fiscal year, and an estimate of cash expected to be on hand at the end of the fiscal year, be and the same is hereby adopted as a Tentative Budget and Appropriation Ordinance to be made available for convenient public inspection at the Conservation District Headquarters, located at 18410 U.S. Highway 14, in Woodstock, Illinois, as of the 21st day of January, 2026, and that a public hearing be held on the District's Annual Budget and Appropriation Ordinance at Brookdale Administrative Offices at 18410 US Highway 14 in Woodstock, Illinois at 5:00 P.M. on the 19th day of February, 2026. An Annual Budget and Appropriation Ordinance for the McHenry County Conservation District for the fiscal year beginning April 1, 2026, and ending March 31, 2027, will be adopted by the Board of Trustees for the McHenry County Conservation District at its regular meeting on the 24th Day of February 2026.

Estimated Cash on Hand at the Start of the Fiscal Year
For the Fiscal Year Beginning April 1, 2026, and Ending March 31, 2027

	General	Dedicated Accounts	Debt Service	Capital Asset Management Plan	Natural Restoration	Insurance
Estimated Beginning Cash	$2,203,096	$112,050	$948,740	$109,583	$263,687	$251,274

McHenry County Conservation District

Estimated Cash to be Received During the Fiscal Year
For the Fiscal Year Beginning April 1, 2026, and Ending March 31, 2027

	General	Dedicated Accounts	Debt Service	Capital Asset Management Plan	Natural Restorations	Insurance
Taxes	$9,841,634	$0	$14,122,469	$0	$0	$209,225
Interest Income	134,300	15,046	166,896	3,250	41,110	45
Property Leases	906,952	80,945	0	0	18,893	0
Grants	0	1,344,450	0	0	1,238,500	0
Program Fees	226,763	0	0	0	0	0
Other Income	141,848	250,000	0	0	2,263,680	0
Total Receipts	$11,251,497	$1,690,441	$14,289,365	$3,250	$3,562,183	$209,270

Permanent Interfund Transfers
For the Fiscal Year Beginning April 1, 2026, and Ending March 31, 2027

	General	Dedicated Accounts	Debt Service	Capital Asset Management Plan	Natural Restorations	Insurance
Transfers In	0	200,000	0	750,000	0	0
Transfers (Out)	(950,000)	0	0	0	0	0
Total Net Transfers	($950,000)	$200,000	$0	$750,000	$0	$0

Estimated Cash on Hand at the End of the Fiscal Year
For the Fiscal Year Beginning April 1, 2026, and Ending March 31, 2027

	General	Dedicated Accounts	Debt Service	Capital Asset Management Plan	Natural Restorations	Insurance
Estimated Ending Cash	$101,746	$49,191	$1,057,130	($251,006)	$2,126,540	$49,276

McHenry County Conservation District

Estimated Expenditures Constituting the Annual Budget and Appropriation
For the Fiscal Year Beginning April 1, 2026, and Ending March 31, 2027

General Fund	
Wages & Benefits	9,377,311
Contractuals & Commodities	2,600,761
Capital Outlays	424,775
Total General Fund Expenditures	$12,402,847
Dedicated Accounts Fund	
Wages & Benefits	93,000
Contractuals & Commodities	180,000
Site, Trail & Facility Improvements	620,000
Land Acquisitions	1,060,300
Total Dedicated Accounts Fund Expenditures	$1,953,300
Debt Service Funds	
Principal Payments	13,470,000
Interest Payments	709,275
Servicing Expenses	1,700
Total Debt Service Funds Expenditures	$14,180,975
Capital Asset Management Plan Fund	
Wages & Benefits	0
Contractuals & Commodities	250,000
Natural Area Restorations	25,000
Site, Trail & Facility Improvements	838,839
Total Capital Improvement Plan Fund Expenditures	$1,113,839
Natural Resources Management Fund	
Wages & Benefits	461,780
Contractuals & Commodities	1,130,550
Natural Restorations & Land Improvements	107,000
Total Natural Resources Fund Expenditures	$1,699,330
Insurance Fund	
Property & General Liability Insurance	172,984
Unemployment & Worker's Compensation	210,534
Other Loss Control Initiatives	27,750
Capital Outlays	0
Total Insurance Fund Expenditures	$411,268
Total Budget & Appropriation of All Funds	**$31,761,559**

McHenry County Conservation District

FILED
McHENRY COUNTY, IL
JAN 21 2026
Joseph J. Tirio
COUNTY CLERK

PASSED THIS 20th DAY OF **JANUARY 2026.**

McHENRY COUNTY CONSERVATION DISTRICT

(SEAL)

Approved: _____
LLOYD EVERARD, PRESIDENT
BOARD OF TRUSTEES

Attest: _____
NORA LEE ZELLER, SECRETARY
BOARD OF TRUSTEES

McHenry County Conservation District

FILED
McHENRY COUNTY, IL
JAN 21 2026
Joseph J. Tirio
COUNTY CLERK

McHENRY COUNTY CONSERVATION DISTRICT
CERTIFICATION OF TENTATIVE
COMBINED ANNUAL BUDGET & APPROPRIATION ORDINANCE
FOR FISCAL YEAR 2026-2027

I, Nora Lee Zeller, do hereby certify that I am the Secretary of the Board of Trustees of the McHenry County Conservation District and, as such official, I do further certify that the attached **Tentative Combined Annual Budget and Appropriation Ordinance #26-1066** is a true and correct copy of the Ordinance adopted by the Board of Trustees at its properly convened regular meeting held on January 20, 2026, as appears from the official records of said McHenry County Conservation District.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said McHenry County Conservation District on the 20th day of **January 2026.**

(SEAL)

McHENRY COUNTY CONSERVATION DISTRICT

BY: _____
NORA LEE ZELLER, SECRETARY
BOARD OF TRUSTEES

FILED
McHENRY COUNTY, IL
JAN 21 2026
Joseph J. Tirio
COUNTY CLERK

ORDINANCE NO. 26-1067

AN ORDINANCE ABATING A PORTION OF THE TAX HERETOFORE LEVIED FOR THE YEAR 2025 TO PAY DEBT SERVICE ON GENERAL OBLIGATION BONDS, SERIES 2014 OF THE MCHENRY COUNTY CONSERVATION DISTRICT, MCHENRY COUNTY, ILLINOIS.

* * *

WHEREAS, the Board of Trustees (the *"Board"*) of the McHenry County Conservation District, McHenry County, Illinois (the *"District"*), by an Ordinance adopted on the 5th day of November, 2014, as supplemented by a notification of sale (the *"General Obligation Refunding Bonds, Series 2014 Ordinance"*) did provide for the issue of $108,215,000 General Obligation Refunding Bonds, Series 2014 (the *"Series 2014 Bonds,"* the *"Bonds"*), and the levy of a direct annual tax to pay debt service on the Bonds; and

WHEREAS, duly certified copies of the Series 2014 Ordinance were filed in the office of the County Clerk of McHenry County, Illinois (the *"County Clerk"*); and

WHEREAS, on September 24, 2024 the Board adopted Resolution #24-78, declaring the intention of the Board of Trustees of the McHenry County Conservation District, McHenry County, Illinois, to abate taxes heretofore levied for the years 2024 and 2025 to pay debt service on outstanding bonds of said Conservation District if a proposition presented to the voters to increase the District's limiting rate was successful; and

WHEREAS, the Board determined the District would abate taxes levied in the Bond Ordinance for the years 2024 (collectible in calendar year 2025) and 2025 (collectible in 2026) to offset any property tax increase resulting from an increase in the District's operating tax levies, beyond what is normally allowed as an annual increase under the Property Tax Extension Limitation Law (PTELL), following such approval; and

WHEREAS, the said proposition to increase the District's limiting rate was successful and increased the District's total 2024 property tax levy by an additional $3,628,139, beyond what was otherwise allowed under PTELL; and

WHEREAS, the Board has determined that the $3,628,139 abated from the 2024 tax levy has grown by 4.1% (as allowed under PTELL) to $3,776,893 for the 2025 levy year; and

WHEREAS, the Board has determined that the District will have $3,776,893 on hand and lawfully available (the *"Available Funds"*) to pay this portion of the principal and interest on the Bonds within the General Fund at the time the payments are due; and

WHEREAS, the Board has determined and does hereby determine that it is necessary, and in the best interest of the District, to apply the Available Funds to the payment of the Bonds and abate the same amount of taxes heretofore levied to pay the principal of and interest on the Bonds; and

WHEREAS, the Board has determined and does hereby determine it is necessary and in the best interests of the District that a portion of the tax heretofore levied for the year 2025 to pay the Bonds be abated:

NOW, THEREFORE, Be It, and It Is Hereby Ordained by the Board of Trustees of the McHenry County Conservation District, McHenry County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true, and correct and incorporate them into this Ordinance by this reference.

Section 2. Deposit to the Bond Fund. The Available Funds in the amount of $3,776,893, which will be collected as part of the 2025 Corporate tax levy, are hereby ordered to be received directly into the Bond Fund created in connection with the issuance of the Bonds and be used to pay the principal of, and interest on the Bonds.

Section 3. Abatement of Taxes. The taxes heretofore levied for the year 2025 in the Series 2014 Ordinance (the *"Ordinance"*) shall be abated by that amount of Available Funds to be irrevocably set aside in the Bond Fund, and a portion of the amount of the tax levied in the Ordinance to pay debt service on the Bonds, the amount of the tax to be abated for said year, and the remainder of the tax levied which is to be extended for said year to pay debt service on the Bonds are as follows:

SERIES 2014 BONDS

YEAR	AMOUNT LEVIED IN 2024	AMOUNT TO BE ABATED BY THIS ORDINANCE	REMAINDER OF TAX TO BE EXTENDED
2025	$ 14,143,500	$ 3,776,893	$10,366,607

Section 4.Filing of Ordinance. Forthwith, upon the adoption of this Ordinance, the Secretary of the Board shall file a certified copy hereof with the County Clerk, and it shall be the duty of the County Clerk to abate said taxes levied for the year 2025 in accordance with the provisions hereof and as shown in Section 3 hereinabove.

Section 5. *Effective Date*. This Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted January 20, 2026.

Lloyd Everard, President
Board of Trustees

Attest:

Nora Lee Zeller, Secretary
Board of Trustees

FILED
McHENRY COUNTY, IL
JAN 21 2026
Joseph J. Tirio
COUNTY CLERK

FILED
McHENRY COUNTY, IL
FEB 25 2026
Joseph J. Tirio
COUNTY CLERK

MCHENRY COUNTY CONSERVATION DISTRICT
MCHENRY COUNTY, ILLINOIS
18410 U.S. Highway 14
Woodstock, Illinois 60098

ORDINANCE NO. 26-1068

FINAL
COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE
FOR THE FISCAL YEAR BEGINNING APRIL 1, 2026,
AND ENDING MARCH 31, 2027

WHEREAS, the Board of Trustees of the McHenry County Conservation District, in the County of McHenry, State of Illinois, shall, within or before the first quarter of each year, adopt a combined annual budget and appropriation ordinance; and

WHEREAS, the District's combined annual budget and appropriation ordinance shall also be adopted by resolution of the McHenry County Board; and

WHEREAS, the District's budget shall contain a statement of the cash on hand at the beginning of the fiscal year, an estimate of the cash expected to be received during the fiscal year from all sources, an estimate of the expenditures contemplated for the fiscal year, and a statement of the estimated cash expected to be on hand at the end of the fiscal year; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the McHenry County Conservation District:

SECTION 1: That the following annual budget be and the same is hereby adopted, and the sums of money in Section 1, or so much thereof as may be authorized by law, be and the same are hereby appropriated for Corporate General Purposes, Bond Debt Services, Capital Improvements and Land Acquisitions, Natural Restoration Management and Insurance Purposes of the McHenry County Conservation District for the fiscal year beginning on the 1st day of April A.D., 2026 and ending on the 31st day of March A.D., 2027 as hereinafter specified.

McHenry County Conservation District

Estimated Cash on Hand at the Start of the Fiscal Year
For the Fiscal Year Beginning April 1, 2026, and Ending March 31, 2027

	General	Dedicated Accounts	Debt Service	Capital Asset Management Plan	Natural Restoration	Insurance
Estimated Beginning Cash	$2,203,096	$112,050	$948,740	$109,583	$263,687	$251,274

Estimated Cash to be Received During the Fiscal Year
For the Fiscal Year Beginning April 1, 2026, and Ending March 31, 2027

	General	Dedicated Accounts	Debt Service	Capital Asset Management Plan	Natural Restorations	Insurance
Taxes	$9,841,634	$0	$14,122,469	$0	$0	$209,225
Interest Income	134,300	15,046	166,896	3,250	41,110	45
Property Leases	906,952	80,945	0	0	18,893	0
Grants	0	1,344,450	0	0	1,238,500	0
Program Fees	226,763	0	0	0	0	0
Other Income	141,848	250,000	0	0	2,263,680	0
Total Receipts	$11,251,497	$1,690,441	$14,289,365	$3,250	$3,562,183	$209,270

Permanent Interfund Transfers
For the Fiscal Year Beginning April 1, 2026, and Ending March 31, 2027

	General	Dedicated Accounts	Debt Service	Capital Asset Management Plan	Natural Restorations	Insurance
Transfers In	0	200,000	0	750,000	0	0
Transfers (Out)	(950,000)	0	0	0	0	0
Total Net Transfers	($950,000)	$200,000	$0	$750,000	$0	$0

McHenry County Conservation District

Estimated Expenditures Constituting the Annual Budget and Appropriation
For the Fiscal Year Beginning April 1, 2026, and Ending March 31, 2027

General Fund	
Wages & Benefits	9,377,311
Contractuals & Commodities	2,600,761
Capital Outlays	424,775
Total General Fund Expenditures	$12,402,847
Dedicated Accounts Fund	
Wages & Benefits	93,000
Contractuals & Commodities	180,000
Site, Trail & Facility Improvements	620,000
Land Acquisitions	1,060,300
Total Dedicated Accounts Fund Expenditures	$1,953,300
Debt Service Funds	
Principal Payments	13,470,000
Interest Payments	709,275
Servicing Expenses	1,700
Total Debt Service Funds Expenditures	$14,180,975
Capital Asset Management Plan Fund	
Wages & Benefits	0
Contractuals & Commodities	250,000
Natural Area Restorations	25,000
Site, Trail & Facility Improvements	838,839
Total Capital Improvement Plan Fund Expenditures	$1,113,839
Natural Resources Management Fund	
Wages & Benefits	461,780
Contractuals & Commodities	1,130,550
Natural Restorations & Land Improvements	107,000
Total Natural Resources Fund Expenditures	$1,699,330
Insurance Fund	
Property & General Liability Insurance	172,984
Unemployment & Worker's Compensation	210,534
Other Loss Control Initiatives	27,750
Capital Outlays	0
Total Insurance Fund Expenditures	$411,268
Total Budget & Appropriation of All Funds	**$31,761,559**

McHenry County Conservation District

Estimated Cash on Hand at the End of the Fiscal Year
For the Fiscal Year Beginning April 1, 2026, and Ending March 31, 2027

	General	Dedicated Accounts	Debt Service	Capital Asset Management Plan	Natural Restorations	Insurance
Estimated Ending Cash	$101,746	$49,191	$1,057,130	($251,006)	$2,126,540	$49,276

SECTION 2: That any unexpected balance of any items of appropriated expenditures may be authorized by the Board of Trustees and expended in making up any deficiency in any other item of appropriated expenditures in the respective fund to which said item or items apply according to the provisions and limitations of the law.

SECTION 3: That this Ordinance shall be in full force and effect at the expiration of ten days after its passage, approval, and publication as provided by law and upon the adoption of the combined Annual Budget and Appropriation Ordinance by Resolution of the County Board of Commissioners for the County of McHenry, Illinois.

SECTION 4: The Executive Director and Director of Administration and Finance are hereby directed to transmit a certified copy of this Ordinance to the County Board Chairman and the County Administrator.

PASSED THIS 24th DAY OF FEBRUARY 2026.

(SEAL)

McHENRY COUNTY CONSERVATION DISTRICT

Approved: _____
LLOYD EVERARD, PRESIDENT
BOARD OF TRUSTEES

Attest: _____
NORA LEE ZELLER, SECRETARY
BOARD OF TRUSTEES

FILED
McHENRY COUNTY, IL
FEB 25 2026
Joseph J. Tirio
COUNTY CLERK

McHenry County Conservation District

FILED
McHENRY COUNTY, IL
FEB 25 2026
Joseph J. Tirio
COUNTY CLERK

MCHENRY COUNTY CONSERVATION DISTRICT
CERTIFICATE OF ESTIMATE OF REVENUES
FOR FISCAL YEAR 2026-2027 AND
BUDGET AND APPROPRIATION ORDINANCE

I, Shawn Zimmerman, do hereby certify that I am the Treasurer of the Board of Trustees of the McHenry County Conservation District and, as such official, I do further certify that the estimated revenues by source, anticipated to be received by the McHenry County Conservation District, McHenry County, Illinois, in the Fiscal Year 2026-2027 are those estimated revenues set forth in the attached true and correct copy of Ordinance #26-1068 (An Ordinance adopting a Combined Annual Budget and Appropriation for the Fiscal Year beginning April 1, 2026, and ending March 31, 2027) as adopted by the Board of Trustees at its property convened regular meeting held on February 24, 2026, as appears from the official records of said McHenry County Conservation District.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said McHenry County Conservation District on this 24th DAY OF FEBRUARY 2026.

(SEAL)

McHENRY COUNTY CONSERVATION DISTRICT

BY: _____
SHAWN ZIMMERMAN, TREASURER
BOARD OF TRUSTEES

R E S O L U T I O N

Resolution Authorizing a Contract with ClearGov Inc. for the Licenses, Hosting and Implementation of a New Financial Planning and Reporting Integration System for FY2026 (18)

WHEREAS, Questica LTD., the current financial software system utilized by the County, was implemented in FY2021, and has served the County well in the budget preparation process; and

WHEREAS, though the County has been satisfied with its performance, there are new challenges and limitations in the areas of personnel budgeting, ease-of-use reporting, end-user real-time reporting access, ease-of-use and ease-of-tracking capital planning, and a fully automated transparency portal; and

WHEREAS, after receiving feedback from board members and the general public, staff researched potential software integrations with existing vendor ClearGov Inc; and

WHEREAS, the County currently has an existing contract with ClearGov Inc. for digital budget book software, and ClearGov Inc. has recently merged with Gravity Software, who the County currently has a contract with for the financial reporting software, and would benefit by consolidating all financial modules under the same vendor for overall long-term cost savings. It is now recommended as the software/implementation vendor of choice at a 3-year cost not to exceed $253,028.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the Chairman of the Board to enter the necessary contract as required with ClearGov Inc. for the purchase and implementation of a new Financial Integration System for the County; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois, that these costs have been accounted for in the non-departmental FY2026 budget in an amount not to exceed $100,127 with the remaining ongoing costs to be appropriated in the respective fiscal year budgets as follows:

Year 1 Subscription & Set Up (FY2026)	**$100,127**
Year 2 Subscription (FY2027)	**$75,321**
Year 3 Subscription (FY2028)	**$77,580**
Total Software Cost – 3 Years	**$253,028**

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Auditor; the Director of Information Technology; the County Treasurer; the Chief Financial Officer; and the County Administrator.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

Admin/Fin-2026-016

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing a Contract with ClearGov Inc. for the Licenses, Hosting and Implementation of a New Financial Planning and Reporting Integration System for FY2026 (18)

Board / Committee Action Requested:
To authorize a contract with ClearGov Inc. for implementation of a new financial planning and reporting integration system for the County.

Background and Discussion: County Administration has determined a need for a more integrated financial planning and reporting software system that will improve the interoperability of existing programs. Two of our existing vendors have merged, creating both financial and operational benefits for the County. This will also be a time-saving measure for County staff, reducing data entry into multiple software programs.

Impact on Human Resources:

Impact on Budget (Revenue; Expenses, Fringe Benefits):

Position Reclassification or Regrade, please address the following:

Impact on Capital Expenditures:

Impact on Physical Space:

Impact on Other County Departments or Outside Agencies:

Conformity to Board Ordinances, Policies and Strategic Plan:

R E S O L U T I O N

Authorizing a Modification to R-202407-51-156 for the Approval of Community Health Grants Awarded from ARPA for Veteran's Path to Hope and a Modification to R-202303-18-078 for the Approval of Grants Awarded from ARPA for Options & Advocacy for McHenry Co

WHEREAS, on July 16, 2024, the County Board of McHenry County, Illinois approved R-202407-51-156 which authorized the use of ARPA funding in the amount of $93,000 for Veteran's Path to Hope to assist veterans to lose weight, engage in healthy eating/exercise, and come to understand the factors of contributing to their obesity status and lack of self-care; and

WHEREAS, to date Veterans Path to Hope has spent $8,400 and has plans to spend an additional $5,000 for a total of $13,400. Leaving $79,600 in funds to be reallocated; and

WHEREAS, on March 21, 2023, the County Board of McHenry County, Illinois approved R-202303-18-078 which authorized the use of ARPA funding in the amount of $1,298,515 to Options & Advocacy for McHenry County for a Clinic for Neurodiversity & Mental Health; and

WHEREAS, to date Options & Advocacy's program has been extremely successful but requires more funding to keep the Neuro Inclusive Counseling (NIC) program open and continue operations until Medicaid payments arrive, which is 80% of their client base; and

WHEREAS, without additional funding, the Neurodiversity Clinic is not sustainable; and

WHEREAS, All ARPA dollars were allocated by December 2024 and were required to be in specific US Treasury expenditure categories at that time, the final rule has many restrictions on reallocation, but the categories of these two projects comply with the rule.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the following project modifications to account for the reallocation:

Project	
Veterans Path to Hope	($79,600)
Options & Advocacy	$79,600

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Chief Financial Officer and County Administrator.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

Admin/Fin-2026-017

RESOLUTION

SUBJECT: Authorizing a Modification to R-202407-51-156 for the Approval of Community Health Grants Awarded from ARPA for Veteran's Path to Hope and a Modification to R-202303-18-078 for the Approval of Grants Awarded from ARPA for Options & Advocacy for McHenry Co

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Board / Committee Action Requested:
To reduce the project budget of Veterans Path to Hope by $79,600 and increase the project budget of Options & Advocacy by $79,600.

Background and Discussion: Unfortunately, Veterans Path to Hope's project to assist veterans to lose weight, engage in healthy eating/exercise, and come to understand the factors of contributing to their obesity status and lack of self-care has not been as successful as original thought. They are not going to use all the money that was awarded to them. They have spent $8,400 and plan to spend an additional $5,000, leaving $79,600 to be reallocated.

Options & Advocacy Neuro Inclusive Counseling program has been a successful addition to the County, serving those who have otherwise been unable to access mental health services due to finances, insurance or disabilities that made them ineligible under other providers. They are currently structured to accept several different commercial insurances, however 80% of their client base is Medicaid. They just received their final approval to bill Medicaid and have begun that process. Because of the backlog they don't expect to start seeing payments from Medicaid until July / August 2026. Reallocating the $79,600 to Options & Advocacy will ensure that the Neuro Inclusive Counseling program can remain open and continue providing these important services to its clients.

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits): There is no impact on the County's budget, the $79,600 was included in the budget when allocated on the original resolution. The project budget change is for the US Treasury reporting.

Impact on Capital Expenditures: None

Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies: None

Conformity to Board Ordinances, Policies and Strategic Plan: Yes

R E S O L U T I O N

Resolution Authorizing a New Full Time Veterans Outreach Coordinator Position in the Veteran's Assistance Commission Departmental Roster and a Budget Line-Item Transfer in The VAC FY26 Budget (22)

WHEREAS, the Veteran's Assistance Commission of McHenry County (VAC) has identified a need for further community engagement and promotion of the benefits and services available to McHenry County veterans; and

WHEREAS, the Superintendent of the VAC is requesting the creation of a Veteran's Outreach Coordinator/Veterans Service Officer (grade 7E/annual salary of $59,448) to meet these needs; and

WHEREAS, The VAC has surplus budget in its contractual and capital budget categories, in which to transfer the money needed to fund the new position as follows:

FY2026 Budget Transfer		
Regular Salaries	301010-30-22-2200-208	44,586.00
FICA Contribution	310510-30-22-2200-208	3,411.00
IMRF Contribution	311010-30-22-2200-208	3,193.00
Heath Insurance Contribution	314610-30-22-2200-208	25,000.00
Legal Notices and Advertising	406000-40-22-2200-208	(10,000.00)
Client Services Medical	424800-40-22-2210-208	(35,000.00)
Mobil Peer Support	480900-40-22-2210-208	(27,000.00)
Vehicle	602000-60-22-2200-208	(4,190.00)

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the creation of a Veteran's Outreach Coordinator/Veterans Service Officer in the VAC roster effective March 1, 2026; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes a budget line-item transfer in the FY26 VAC budget to fund the Veteran's Outreach Coordinator; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to McHenry County Veteran's Assistance Commission Superintendent, Director of Human Resources, Chief Financial Officer and County Administrator.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

VAC-2026-001

MCHENRY COUNTY · IL

McHenry County Board
County Board Room
Woodstock, IL 60098

Meeting: March 18, 2026
Department: Veterans Assistance
Prepared By: Nathaniel R Johnson

RESOLUTION

SUBJECT: Resolution Authorizing a New Full Time Veterans Outreach Coordinator Position in the Veteran's Assistance Commission Departmental Roster and a Budget Line-Item Transfer in The VAC FY26 Budget (22)

Board / Committee Action Requested:
FINANCE

Background and Discussion: Outreach is the bridge between veterans in need and the services available to them. Many veterans never seek help simply because they do not know what exists.

Impact on Human Resources:

Impact on Budget (Revenue; Expenses, Fringe Benefits):

Financial implications of adding this position will be minimal if existent at all. The VAC will transition funding from other line items in the budget that will not be utilized in this current fiscal year.

- Was it budgeted? No, this position was not budgeted for. We will be transferring funds from underutilized programing in the current fiscal year.

- Will it be an ongoing expense? If so, do we know where the money will come from in the future? This will be an ongoing expense in the future and the VAC is currently well under the cap of .02% of the most recent County EAV. The goal of this is not to increase the budget, but to be more efficient in how budgeted items are being utilized. Investing in human capital/resources rather than programing that may not be as effective.
- Why was this not addressed during the budget development process? This was not addressed in the previous budget cycle because I was not involved in the process
- Can this wait until the next budget is developed? This can and will be addressed in the next budget cycle. We have an aging veteran population with increasing levels of need. There will be other issues addressed in the next budget cycle which will allow us to properly serve and care for the veterans in this community.

Position Reclassification or Regrade, please address the following:

- Was HR consulted on the reclassification or regrade? If so, what was their recommendation? HR was consulted; No recommendation was provided
- What is the total cost increase, including salary, IMRF, FICA, and other applicable allowances? No cost increase

- Can the department's budget absorb this cost, or will additional funding be required? VAC Budget will absorb this cost
- When will the new pay rate be effective? 4/01/2026
- How does this change support the department's operational needs? New position will require equipment and software to be able to conduct outreach business in the local community.

Impact on Capital Expenditures:

Impact on Physical Space: New position will utilize cubicle space that is currently open while in the office. This position is community facing and will utilize itinerate office spaces around the McHenry Catchment area.

Impact on Other County Departments or Outside Agencies: N/A

Conformity to Board Ordinances, Policies and Strategic Plan: N/A

Veterans Assistance Commission of McHenry County

Position Description

Outreach Coordinator / Veterans Service Officer (VSO)

Position Title: Outreach Coordinator / Veterans Service Officer
Department: Veterans Assistance Commission (VAC) – McHenry County
Reports To: Superintendent
FLSA Status: Exempt

Salary Range: RC-028-14-B

$4,954 X 12= $59,448

Position Summary

The Outreach Coordinator / Veterans Service Officer (VSO) is responsible for providing professional advocacy, case management, and benefits assistance to veterans, active-duty service members, reservists, National Guard members, and their eligible dependents. This position combines accredited Veterans Service Officer duties with proactive community outreach to ensure veterans in McHenry County are informed of and connected to the benefits and services they have earned.

The Outreach Coordinator/VSO represents the Veterans Assistance Commission in the community and works collaboratively with local, state, and federal agencies to promote veteran well-being.

Essential Duties and Responsibilities

Veterans Benefits & Claims Assistance

- Conduct comprehensive intake interviews to assess veteran needs.
- Prepare, submit, and prosecute claims for VA compensation, pension, DIC, education benefits, and other federal or state benefits.
- Assist with appeals and supplemental claims as appropriate.
- Maintain VA accreditation in good standing.

- Monitor claim status and provide follow-up communication with clients.
- Maintain accurate and confidential case records in accordance with VAC and VA guidelines.

Outreach & Community Engagement

- Develop and implement outreach strategies to reach underserved veteran populations.
- Represent the VAC at community events, job fairs, stand downs, township meetings, and partner organizations.
- Provide educational presentations on veterans' benefits and VAC services.
- Build and maintain partnerships with local veteran organizations, social service agencies, healthcare providers, and community stakeholders.
- Conduct field visits or off-site appointments as needed.

Administrative & Reporting

- Maintain timely documentation and case notes.
- Track outreach contacts, presentations, and outcomes.
- Provide regular activity and statistical reports to the Superintendent.
- Assist in maintaining informational materials and digital outreach content.

Knowledge, Skills, and Abilities

- Thorough knowledge of federal, state, and local veterans' benefits.
- Ability to interpret and apply VA laws, regulations, and policies.
- Strong written and verbal communication skills.
- Ability to maintain strict confidentiality.
- Strong organizational and time management skills.
- Ability to work independently and collaboratively.
- Cultural competency and ability to work with diverse populations.
- Proficiency in Microsoft Office and VA claims systems (e.g., VBMS).

Minimum Qualifications

- High School Diploma or GED required; Associate or Bachelor's degree preferred.
- Veteran status preferred.
- Ability to obtain and maintain VA accreditation.
- Valid Illinois Driver's License and reliable transportation.
- Ability to pass background check.

Preferred Qualifications

- Prior experience as a Veterans Service Officer or in veteran's advocacy.
- Knowledge of Illinois Department of Veterans' Affairs programs.
- Experience in case management, social services, or public administration.
- Public speaking or community engagement experience.

Working Conditions

- Primarily office-based with frequent community outreach activities.
- Occasional evening or weekend events.
- Local travel within McHenry County required.

Physical Requirements

- Ability to sit for extended periods.
- Ability to lift up to 25 pounds (materials, outreach supplies).
- Ability to travel to various community locations.

Statement of Equal Opportunity

The Veterans Assistance Commission of McHenry County is an Equal Opportunity Employer and complies with all applicable federal, state, and local employment laws.

R E S O L U T I O N

Resolution Accepting the FY26 Illinois Law Enforcement Training Standards Board (ILETSB) Grant in the Amount of $195,534.30 for the FY26/27 Purchase of Sheriff's Office Body Cameras (32)

WHEREAS, under Illinois Compiled Statutes (55 ILCS 5/IV 3-6), the McHenry County Sheriff is the conservator of peace and is responsible for crime prevention and maintaining the safety and order of the citizens of McHenry County and arresting offenders; and

WHEREAS, the McHenry County Sheriff's Office promotes professionalism throughout the department and encourages healthy community relationships and recognizes the role body-worn cameras have on positive interactions in both areas; and

WHEREAS, in March of 2022, the County board approved a five-year contract with AXON Enterprise for body cameras, tasers, in-car cameras, and adheres in regard to Illinois Public Act 101-0652 and the SAFE-T: Safety, Accountability, Fairness and Equity -Today ACT, and

WHEREAS, the Sheriff has applied for and recommends accepting the awarded $195,534.30 for the purchase of body cameras in FY26/27 when the current AXON Lease is up.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the acceptance of the ILETSB grant in the amount of $195,534.30 for the FY26/27 purchase of body-worn cameras in the Sheriff's Office; and

BE IT FURTHER RESOLVED, that the general fund will be adjusted to reflect revenue of $195,534.30 in 094400-94-90-9000-100 (State Government Grant – Non-Departmental) and adjust expenses to reflect $195,534.30 in 65000-65-90-9000-100 for the acceptance of the ILETSB grant to purchase Sheriff's Office body-worn cameras.

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Sheriff, Auditor, Chief Financial Officer and County Administrator

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Accepting the FY26 Illinois Law Enforcement Training Standards Board (ILETSB) Grant in the Amount of $195,534.30 for the FY26/27 Purchase of Sheriff's Office Body Cameras (32)

Board / Committee Action Requested:
Acceptance of an ILETSB Grant for the purchase of body worn cameras in the Sheriff's Office in FY26/27.

Background and Discussion: In 2022, the County Board was authorized to use ARPA funds to purchase AXON products in response to the SAFE-T act which included body worn cameras. The contract/lease for these cameras expires in 2027 and purchase of axon products including cameras will begin in FY26.

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits): Budget will be adjusted as follows:
Revenue: 094400-94-90-9000-100 in amount of $195,534.30
Expense: 650000-65-90-9000-100 in amount of $195,534.30

Position Reclassification or Regrade, please address the following: N/A

Impact on Capital Expenditures: Yes

Impact on Physical Space: No

Impact on Other County Departments or Outside Agencies: NO

Conformity to Board Ordinances, Policies and Strategic Plan: Yes

GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Law Enforcement Training
AND
County of McHenry

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and **County of McHenry** (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	**Definitions**
Article II	**Award Information**
Article III	**Grantee Certifications and Representations**
Article IV	**Payment Requirements**
Article V	**Scope of Award Activities/Purpose of Award**
Article VI	**Budget**
Article VII	**Allowable Costs**
Article VIII	**Lobbying**
Article IX	**Maintenance and Accessibility of Records; Monitoring**
Article X	**Financial Reporting Requirements**
Article XI	**Performance Reporting Requirements**
Article XII	**Audit Requirements**
Article XIII	**Termination; Suspension; Non-compliance**
Article XIV	**Subcontracts/Subawards**
Article XV	**Notice of Change**
Article XVI	**Structural Reorganization and Reconstitution of Board Membership**
Article XVII	**Conflict of Interest**
Article XVIII	**Equipment or Property**
Article XIX	**Promotional Materials; Prior Notification**
Article XX	**Insurance**
Article XXI	**Lawsuits and Indemnification**
Article XXII	**Miscellaneous**
Exhibit A	**Project Description**
Exhibit B	**Deliverables or Milestones**
Exhibit C	**Contact Information**
Exhibit D	**Performance Measures and Standards**
Exhibit E	**Specific Conditions**

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

[Law Enforcement Training]

By: _____
Signature of Keith Calloway, Executive Director
By: _____
Signature of Designee
Date: _____
Printed Name: _____
Printed Title: _____
Designee

[County of McHenry]

By: _____
Signature of Authorized Representative
Date: _____
Printed Name: _____
Printed Title: _____
E-mail: _____

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"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 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.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" 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.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" 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" is used interchangeably with "Project."

"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" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" 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 II
AWARD INFORMATION

2.1. Term. This Agreement is effective on **07/01/2025** and expires on **06/30/2030** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds **$195,534.30,** of which **$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (*see* additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

Procedure for Advance Payment:
A. The Grantee may be paid in advance, provided it maintains or demonstrates the willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement; and the use of a financial management system that includes the following:
1) Identification of all grant awards received, related funds expended, and the programs under which they were received, including the title and number, award identification number, year issued, and name of the awarding agency.
2) Accurate, current, and complete disclosure of the financial results of each grant award or program in reports submitted at the appropriate deadlines, in a format that allows for ILETSB monitoring. The Grantee may develop accrual data for its reports based on an analysis of the documentation on hand.
3) Maintaining records that sufficiently identify the amount, source, and expenditure of grant funds for awards. These records must contain information necessary to identify awards, authorizations, financial obligations, unobligated balances, as well as assets, expenditures, income, and interest. All records must be supported by source documentation.
4) Effective control over and accountability for all funds, property, and assets. The Grantee must safeguard all assets and ensure they are used solely for authorized purposes.
5) Comparison of expenditures with the approved budget amounts for each award.
6) Written procedures to implement the requirements of 44 Ill. Adm. Code 7000.120.
7) Maintenance of records documenting compliance with statutes, regulations, and the terms and conditions of the award, must be sufficient to prepare reports required by the terms and conditions; and tracking expenditures to establish that funds have been used in accordance with statutes, regulations, and the terms and conditions of the award, including any funds used for lobbying or otherwise influencing the creation, passage, or opposition of legislation.
B. ILETSB requires the completion of additional applications for any Grantee seeking to receive Advance funding to assert that the above conditions are met. Receipt of grant award is not itself approval for the use of advance funding. The determination of this request will be made by the ILETSB Grant Manager. The application will require the following:
1) Confirmation that Grantee is making a formal request for Advance payment,
2) A list of required documentation for review, and confirmation that is included with the application,
3) Information, budgets and/or approved pre-award documentation,
4) Acknowledgment that all Risk Assessment documentation will be completed: ICQ in the GATA Implementation Site and the PRA,
5) Guidelines regarding the Grantee's eligibility for Advance payment,
6) Information regarding the option to receive reimbursement with a working capital advance if Advance payment criteria are not met. 44 Ill. Admin. Code 7000.120(b)(3).
C. Advance payments to a Grantee must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the Grantee in carrying out the purpose of the approved program or project.

D. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct program or project costs. The Grantee must make timely payments to contractors, suppliers, or providers in accordance with the contract provisions.
E. Whenever possible, advance payment requests by the Grantee must be consolidated to cover anticipated cash needs for all awards received by the recipient from ILETSB.
F. Advance payment mechanisms must comply with the preference to distribute funds electronically, which includes, but are not limited to, Treasury checks and electronic funds transfers.
G. Grantees must be authorized to submit payment requests as often as necessary when electronic fund transfers are used or at least monthly when electronic transfers are not used.
H. ILETSB shall publish written procedures for determining the allowability of costs and advance funding options in accordance with the Administrative Rules of the grant Accountability and Transparency Act and the terms and conditions of the grant award. ILETSB must document the determination that the Grantee meets the requirements of advance payments in accordance with 44 Ill. Adm. Code 7000.120 (b)(1).
Procedure for Reimbursements:
A. Grantees will be paid via the reimbursement method when they do not meet the requirements of 44 Ill. Admin. Code 7000.120(b)(1), or upon a Grantee's request to use the reimbursement method of payment, or as stipulated in a specific condition. Grantees that have relevant specific conditions noted in their Uniform Grant Agreement based on the results of their Programmatic Risk Assessment (PRA) shall be paid via reimbursement method. Grantees who do not meet the requirements of 44 Ill. Admin. Code 7000.120(b)(1) may also request use of the Working Capital Advance payment method, detailed herein in a subsequent section.

B. ILETSB will disburse payments to the Grantee based on actual allowable costs incurred or expended as reported in their PFR submitted for the respective period, as described in their grant agreement.

Procedure for Working Capital Advance:

A. For Grantees that the Grant Program Manager or their designee determines that reimbursement is not feasible because the Grantee lacks sufficient working capital, the ILETSB may, in its sole discretion, provide a Working Capital Advance to the Grantee. Working Capital Advance payments may be requested by completing the Working Capital Advance Questionnaire or by other means as prescribed by ILETSB.

B. Grantees may request a Working Capital Advance payment for each grant program awarded by ILETSB. Requests must be submitted on the ILETSB Estimate Working Capital Advance Payment Requirements Forecast (Cash Budget) Form Template to the respective Grant Program Manager or their designee in the method prescribed in the grant program Notice of Funding Opportunity (NOFO), grant agreement, or as prescribed by ILETSB. The Cash Budget must include monthly cash requirements for every month of the grant term. Grantees must submit an updated cash budget at the request of the ILETSB Grant Program Manager, their designee, or a representative of the Office of Fiscal Management. A separate request must be submitted for each ILETSB grant program application. Requests must be signed by either the Chief Executive Officer or Chief Financial Officer (or equivalent) for the entity.

C. The ILETSB Grant Program Manager or their designee will advance the working capital payment to the Grantee to cover their estimated disbursement needs for an initial period of grant expenses. Additional startup costs may be approved as part of the working capital payment if determined by the ILETSB Grant Program Managers or their designees to be allowable

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **NA** . The federal awarding agency is **NA** , and the Federal Award date is **NA** . If applicable, the Assistance Listing Program Title is **NA** and Assistance Listing Number is **NA** . The Catalog of State Financial Assistance (CSFA) Number is **569-00-3496** and the CSFA Name is **FY26 Law Enforcement Camera Grant**. If applicable, the State Award Identification Number (SAIN) is **20262011**.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **DAJDARNBA5Y8** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must 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 Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006623** is Grantee's correct federal employer identification number (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 **Government Unit.**

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.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. 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 must 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 will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph 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.

(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 2012 (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.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or 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 employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(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) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** 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 will 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 if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(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 or permanent inclusion on the Illinois Stop Payment List, 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) **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 must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) 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; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, 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.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **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 subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must 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: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act**. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV
PAYMENT REQUIREMENTS

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 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 must 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 Paragraph 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 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 Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement 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. Grantor will 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 Grant 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 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. Grantor must pay Grantee 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 or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

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 **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs 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 subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

> 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 is 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, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must 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 are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI
BUDGET

6.1. Budget. 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 must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must 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. 44 Ill. Admin. Code 7000.370(b)(7).

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 will 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 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 Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(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 Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must 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 up to 15 percent of modified total direct costs , which may be used indefinitely. No documentation is required to justify the *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. 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.

7.5. 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)(9) and 30 ILCS 708/97, Grantee must 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 must 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 Grantee's organization.

(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 E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must 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 Award, 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 must 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 Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability 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**. Grantee must maintain records of expenditures 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 must 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.

7.6. 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).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal 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.

8.3. 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 must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois 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.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors

regarding this certification to Grantor.

8.6. 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 will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must 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, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. 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.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must 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, 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 must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. 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 will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in

PART TWO or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must 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 must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will 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 Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by 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).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program 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 reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. 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.

ARTICLE XII
AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), 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.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must 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 Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's 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 Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. 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 at least $1,000,000 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 CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least $750,000 in State-issued Awards, 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 E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $750,000 in State-issued Awards, but expends at least $500,000 in State-issued Awards, 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 must 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-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(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) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "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 at least $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must 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) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(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 must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must 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 GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When 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 must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII

TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) 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)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(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 Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A**, **PART TWO** or **PART THREE**.

13.2. 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 allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. 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 must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. 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 Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must 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 Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) 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 prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for 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 subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor 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 XV
NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must 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).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (*see* Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to

notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree 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 must 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 must provide 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. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE 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 constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee 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 Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. 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, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII

EQUIPMENT OR PROPERTY

18.1. 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 must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award 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. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. 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.

18.3. 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, the cost of which 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 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in 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. Grantee must 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.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, 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 under this Award.

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must 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]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must 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 must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX
INSURANCE

20.1. Maintenance of Insurance. Grantee must 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 (including equipment), 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**.

20.2. 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 must be surrendered to Grantor.

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must 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 must 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 is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must 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 is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *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 unit as designated in Paragraph 3.2. 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 the other 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 is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII
MISCELLANEOUS

22.1. 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 Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. 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.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed 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.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are 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.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must 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).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq*.) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. 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 controls. In the event there is a conflict between **PART**

ONE and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(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.

22.12. 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 control. 30 ILCS 708/80.

22.13. Headings. Articles 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.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are 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 are deemed original for all purposes.

22.15. 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 or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of 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 XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

The Law Enforcement Camera Grant Program was created to assist Illinois police agencies of municipalities, counties, park districts, public universities, and all units of Illinois local governmental recognized by the Board for the purchase or lease of:

1) in-car video cameras for use in law enforcement vehicles;
2) officer-worn body cameras for law enforcement officers;
3) data storage related to officer-worn cameras only, and training for law enforcement officers in the operation of the cameras.

Pre-award costs are allowed.
Indirect costs are not allowed.

Pre-Award Requirements for requesting reimbursement on costs for Officer-worn cameras, In-Car Cameras, accessories, licensing, and data storage already purchased are as follows:

1. **Reimbursement on Cameras and/or Data Storage/Server - original detailed invoice dated with date range and a zero balance Invoice with attached proof of payment (EFT or cancelled check) that must match the pre-award budget amount.**
2. **In-Car cameras- proof of installation via a work-order must show the date of completion in the squad cars and serial numbers installed prior to application submitted date.**

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables:
Applicant shall submit a request for award of funds via the Amplifund portal. Necessary application forms and instructions are available through the Board's website at ptb.illinois.gov. Announcements will also be made in the Catalog of State Financial Assistance as a Notice of Funding Opportunity (NOFO) in accordance with 44 Ill. Adm. Code 7000.310.

Eligibility Criteria.
The law enforcement agency must:

1) be an Illinois law enforcement agency of a unit of local government, or public university that is recognized by the Board;
2) list their active law enforcement officers on a roster on file with the Board and LEDI; indicate that all active law enforcement officers reflected on the agency roster subject to the mandated training requirements of Section 7 of the Police Training Act are compliant with all Board training requirements at the time of award. Any officer that is not compliant may be listed as inactive upon reporting the date the officer left service, their expected date of return, the reason for leaving service, and an acknowledgement that all outstanding training will be completed within 60 days of return;
3) be compliant with all reporting requirements of Sections 15 and 20 of the Law Enforcement Camera Grant Act and Section 10-25 of the Law Enforcement Officer-Worn Body Camera Act [50 ILCS 706]. See 20 Ill. Adm. Code 1705.120
4) must meet GATA pre-qualification requirements and Applicant's must have the current annual Fiscal and Administrative Risk Assessment (ICQ) completed and approved by the closing date/time of the funding opportunity in which they are applying.
5) Must be current with all Financial reporting (Quarterly, annually)

The following application materials will be required when applying for an award:
- Grant Application filled in its entirety through Amplifund, including the budget template
- Mandatory Disclosures
- Conflict of Interest Affidavit (Grantee)
- Supporting Documentation of requested funds, including but not limited to;
    a) Invoices/lease agreements and proof of payment matching the requested funding amount, listed in a detailed breakdown of per unit costs, accessories, training, and data storage. Bundled invoices can be accepted if costs of items are listed to show per line item in the bulk pricing.
        1) Data storage costs for body worn cameras and in-car cameras must be listed separately, if bundled. Only data storage costs for body worn cameras are allowable.
    b) Additionally, for In-Car Cameras:
        1) Proof of installation, including serial numbers, via work-order and proof of payment at time of application submission for reimbursement

Grantees will be asked to verify: a) that any awarded advance funding will be held in a segregated, interest-bearing account if required by Administrative Rule; b) that the agency has already purchased, or will purchase or execute an agreement to purchase the subject equipment within six months of award; c) that the proper procurement process will be utilized; and d) that it will not have a conflict of interest with the selected vendor.

Please note: acceptance of the NOSA does not constitute an award. An agreement will need to be executed in order to constitute an award.

Milestones:

The period of performance for this grant is five years. During that period, grantees whose procurement methods are Reimbursement, Advanced Funding or Working Capital must submit the following:

1. Periodic Performance Reports (PPR) as stated in Exhibit D
2. Periodic Financial Reports (PFR)- as stated in Exhibit D
3. Annual reporting requirements per Camera Grant act as stated in Exhibit D

For Periodic Performance Report (PPR) in leu of listing deliverables please attach the annual report template with data respective to the quarter in which you are reporting on. All reporting is required to be uploaded into Amplifund via Documents-Public folder.

Quarterly Reporting is due as follows in Amplifund:
Q1: July 1- September 30 due on October 1st
Q2: October 1-December 31 due on January 1st
Q3: January 1- March 31 due on April 1st
Q4: April 1-June 30 due on July 1st

EXHIBIT C
CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Allison Mesecher

Title: Grant Manager

Address: 500 S. 9th Street, Springfield, IL 62701

GRANTEE CONTACT

Name: Sandra Salgado

Title:

Address: 2200 N Seminary Ave

Woodstock, IL 60098

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT	**GRANTEE CONTACT**
Name: Allison Mesecher	Name: Sandra Salgado
Title: Grant Manager	Title:
Address: 500 S. 9th Street, Springfield, IL 62701	Address: 2200 N. Seminary 2200 N. Seminary WOODSTOCK, IL 60098
Phone: 217-558-1542	Phone: (815)3344087
TTY#:	TTY#:
E-mail Address: PTB.Grants@illinois.gov	E-mail Address: sfsalgado@mchenrycountyil.gov

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Financial Reporting: Grantees must submit quarterly Periodic Financial Reports (PFRs) of their actual cash disbursements for reimbursement, advanced, or working capital procurements in the GATA Required Periodic Performance Report (PPR) and Periodic Financial Report (PFR) demonstrating all allowable expenditures with backup documentation for each quarter of operations until the end of the grant term. Grantees must submit PPRs/PFRs to their Amplifund account following the schedule listed in Exhibit B. For the PPR submission please utilize and attach the annual reporting Excel template to your Amplifund Public Documents. Reports are required throughout the term of the agreement**.**

Annual Reporting:
Each law enforcement agency receiving a grant for **in-car video cameras** under Section 10 of this Act must provide an annual report to the Board, the Governor, and the General Assembly (see below for email address) on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant. The report shall include the following: (1) the number of cameras received by the law enforcement agency; (2) the number of cameras actually installed in law enforcement agency vehicles; (3) a brief description of the review process used by supervisors within the law enforcement agency; (4) a list of any criminal, traffic, ordinance, and civil cases in which in-car video recordings were used, including party names, case numbers, offenses charged, and disposition of the matter. Proceedings to which this paragraph (4) applies include, but are not limited to, court proceedings, coroner's inquests, grand jury proceedings, and plea bargains; and (5) any other information relevant to the administration of the program.
The Annual reports will be sent to:

ILETSB: PTB.CameraReporting@illinois.gov
Governor: gov.reports@illinois.gov
General Assembly: reports@ilga.gov

Each law enforcement agency receiving a grant for **officer-worn body cameras - data storage** under Section 10 of this Act must provide an annual report to the Board, the Governor, and the General Assembly (see below for email addresses) on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant. The report shall include: (1) a brief overview of the makeup of the agency, including the number of officers utilizing officer-worn body cameras; (2) the number of officer-worn body cameras utilized by the law enforcement agency; (3) any technical issues with the equipment and how those issues were remedied; (4) a brief description of the review process used by supervisors within the law enforcement agency; (5) for each recording used in prosecutions of conservation, criminal, or traffic offenses or municipal ordinance violations: (A) the time, date, and location of the incident; and (B) the offenses charged and the date charges were filed; (6) for a recording used in a civil proceeding or internal affairs investigation: (A) the number of pending civil proceedings and internal investigations; (B) in resolved civil proceedings and pending investigations: (i) the nature of the complaint or allegations; (ii) the disposition, if known; and (iii) the date, time and location of the incident; and (7) any other information relevant to the administration of the program.
The Annual reports will be sent to:

ILETSB: PTB.CameraReporting@illinois.gov
Governor: gov.reports@illinois.gov
General Assembly: reports@ilga.gov

Additional Information: From time to time, the Board may request any other information relevant to the program's administration.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section: 05-Audit
Conditions: Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.
Risk Explanation: Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.
How to Fix: Implementation of grantee's corrective action plan.
Timeframe: When corrective action is complete.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

[Here is where Grantor lists its specific requirements. Numbering should continue from **PART ONE**, so the first Article of **PART TWO** should be ARTICLE XXIII and the first paragraph should be 23.1.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 18.2, 20.1, and 22.11 for information that may be required in this **PART TWO**.]

23.1 Pre award costs identified in Section 4.2 may be claimed for reimbursement if they are directly related to and allowable under the program specific terms.

23.2 The Period of Performance is five years from the date of execution of the Uniform Grant Agreement.

23.3 Indirect costs referenced in Section 7.2 are not authorized under this award.

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

[Here is where Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules. Numbering should continue from **PART TWO**.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 18.2, 20.1, and 22.11 for information that may be required in this **PART THREE**.]

24.1 In addition to the reporting requirements of Section 5.1, grantees must also comply with the reporting requirements of 50 ILCS 707/15 and 50 ILCS 707/20 if they were awarded body worn or in-car cameras, respectively.

R E S O L U T I O N - S U P E R M A J O R I T Y

Resolution Establishing Remuneration and Authorizing a Monthly Stipend for McHenry County Board of Health Members (51)

WHEREAS, the Illinois Compiled Statutes (55 ILCS 5/) Counties Code, establishes monthly compensation parameters for Boards of Health, as remuneration for their services as members of a board of health, and states amounts shall not exceed $200 except in the case of the president of the board of health whose monthly compensation shall not exceed $400; and

WHEREAS, the proposed compensation is comparable to stipends/per diem amounts established for other local commissions and boards of health in neighboring counties; and

WHEREAS, with the recent receipt of a grant that will offset general fund personnel costs, the approved Department of Health FY2026 budget has sufficient funds to support a monthly stipend to Board of Health members that does not require any additional supplemental increase to the Department of Health's FY2026 budget.

NOW, THEREFORE, BE IT RESOLVED, by the McHenry County Board, that effective March 1, 2026, Board of Health members receive a monthly stipend for each Regularly Scheduled Board of Health meeting attended as follows: Chairperson receives a monthly stipend of $140.00, Board of Health members receive a stipend of $100.00. Elected officials serving on the Board of Health do not receive compensation; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Auditor, the Chief Financial Officer, the County Administrator and Public Health Administrator.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Establishing Remuneration and Authorizing a Monthly Stipend for McHenry County Board of Health Members (51)

Board / Committee Action Requested:
Approve and authorize monthly remuneration for Board of Health members for each regularly scheduled Board of Health meeting attended.

Background and Discussion: State statutes allow counties with a population of more than 100,000 but less than 3,000,000 inhabitants and contiguous to any county with a metropolitan area with more than 1,000,000 inhabitants, to establish compensation for the board of health, as remuneration for their services as members of the board of health. Monthly compensation shall not exceed $200 except in the case of the president of the board of health whose monthly compensation shall not exceed $400. Several neighboring counties provide compensation to board of health members, excluding the County Liaison (elected official)

Impact on Human Resources: n/a

Impact on Budget (Revenue; Expenses, Fringe Benefits): Recent receipt of $25,000 in grant funds will offset general fund personnel costs. The projected $13,540 in stipends does not require any additional supplemental increase to the Department of Health's FY2026 budget.

Position Reclassification or Regrade, please address the following: n/a

Impact on Capital Expenditures: n/a

Impact on Physical Space: n/a

Impact on Other County Departments or Outside Agencies: n/a

Conformity to Board Ordinances, Policies and Strategic Plan: Conforms to Illinois Compiled Statutes (55 ILCS 5/) Counties Code.

R E S O L U T I O N

Resolution Authorizing an Agreement with EcoInteractive LLC for Transportation Programming Software for the Division of Transportation and Appropriating Funds (82)

WHEREAS, the McHenry County Division of Transportation desires to have a single system to manage, track, and report on County transportation projects; and

WHEREAS, EcoInteractive LLC is able to provide a software solution which will allow County staff to be more efficient while providing a greater level of project information to the public; and

WHEREAS, the purchase of ProjectTracker SaaS Solution is recommended by the Division of Transportation, reviewed by the Procurement Division, and reviewed by the Transportation Committee.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the Chief Financial Officer to enter into a three-year agreement with EcoInteractive LLC; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of twenty eight thousand seven hundred dollars ($28,700.00) in FY2026; eighteen thousand nine hundred dollars ($18,900.00) in FY2027; and nineteen thousand eight hundred and forty-five dollars ($19,845.00) in FY2028; Fund-Dept.-Div.-Main Acct. 260-82-8210-432100; and

BE IT FURTHER RESOLVED, that a Purchase Order shall be opened in the not to exceed amount of $28,700.00; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Administrator, Chief Financial Officer, and an electronic copy to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing an Agreement with EcoInteractive LLC for Transportation Programming Software for the Division of Transportation and Appropriating Funds (82)

Board / Committee Action Requested:
To approve an agreement with EcoInteractive LLC for Transportation Programming Software for the Division of Transportation.

Background and Discussion:
The Division of Transportation has historically relied on various Microsoft Excel spreadsheets to track and report on County transportation projects as they progress through various phases. This limits the functionality for County planning and engineering staff, and the information available to policymakers who are ultimately responsible for allocating public dollars to projects.

EcoInteractive's ProjectTracker SaaS Solution, which is currently utilized by both the Chicago Metropolitan Agency for Planning (CMAP) and Lake County DOT, will streamline the tracking and reporting of project information, reducing staff time, and improving efficiency.

Impact on Human Resources: N/A

Impact on Budget (Revenue; Expenses, Fringe Benefits):
This expenditure was budgeted in the FY2026 budget from the Regional Transportation Authority (RTA) Sales Tax Fund. Implementation and training are one-time expenses in FY2026, while TIP management will be an ongoing expense increasing with an inflationary rate.

Position Reclassification or Regrade, please address the following: N/A

Impact on Capital Expenditures: N/A

Impact on Physical Space: N/A

Impact on Other County Departments or Outside Agencies: N/A

Conformity to Board Ordinances, Policies and Strategic Plan:
Conforms to all Ordinances, Policies and Plans.

McHenry County
Procurement Executive Summary

February 4, 2026

Requesting Department:	Division of Transportation
Procurement Name:	ProjectTracker Software Subscription
Recommended Vendor:	EcoInteractive by SOVRA
Amount of Award:	$67,000.00 for 3-year subscription agreement

Notification and Response

Bid/RFP Due Date:	n/a	
Bids/Proposals Received:	n/a	
Prevailing Wage:	Yes _____	Not Applicable __X__
Proprietary:	Yes __X___	No _____

Award Statement

Lake County completed an RFP for capital program & project management software, evaluated responses, and awarded the contract to EcoInteractive.

Based on article 10, S10-101 of the Purchasing Ordinance which authorizes cooperative purchasing agreement participation, the Director of Transportation/County Engineer and the Division of Procurement agree to execute a new 3-year contract to EcoInteractive LLC of Latham, NY.

Vendor	**3-year subscription agreement**
EcoInteractive	$67,000.00

SAAS SERVICES ORDER FORM

Customer: McHenry County	Contact: Drew Duffin
Address: 2200 North Seminary Ave.	Phone: 815-334-4642
Woodstock, IL 60098	E-Mail: apduffin@mchenrycountyil.gov
Services: ProjectTracker SaaS Solution (the "Service(s)").	
Services Fees: Subscription fees are paid annually, in advance for the forthcoming period, beginning from the Start Date, subject to the terms of Section 4 herein and the pricing schedule below: Year 1 Subscription (3/23/2026 – 3/22/2027): $18,000 annually Implementation (3/23/2026-3/22/2027): $10,700 one-time Year 2 Subscription (3/23/2027 – 2/22/2028): $18,900 annually Year 3 Subscription (3/23/2028 – 3/22/2029): $19,845 annually	**Initial Service Term:** 3 years starting March 23, 2026 (the "Start Date")
Service Capacity: Ongoing subscription access to ProjectTracker SaaS solution implemented for Customer with access to product modules and features listed in Exhibit A.	

SAAS SERVICES AGREEMENT

This SaaS (Software as a Service) Services Agreement ("Agreement") is entered into on this 23rd day of March , 2026 (the "Effective Date") between EcoInteractive LLC with a place of business at 17 British American Blvd, Latham, NY 12110 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form unless signed by the parties.

Company:
By: _____
Name: Matthew Dixon
Title: Vice President

Customer:
By: _____
Name: _____
Title: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms and conditions of this Agreement, Company will use commercially reasonable efforts to provide Customer the services described in the SOW attached hereto and made part hereof (the "Services"). Client acknowledges and agrees that the nature of the Services may change from time to time in the ordinary course of Company's business as the Company platform and service evolves. Company may review, improve, change, or discontinue (temporarily or permanently) the Services or any features, information, materials, or content of the Services at any time, with or without notice to Customer. Notwithstanding the foregoing, prior to any discontinuation of the Services, either temporarily or permanently, Company will provide at least thirty (30) days advance notice in writing to Customer.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term (as defined below) only in connection with the Services.

2.2 Customer and Company will each comply with applicable federal, state and local laws, rules and regulations relating to such Party's performance of its obligations under this Agreement. In addition, neither Customer nor Company shall engage in any unfair, deceptive, or abusive acts or practices.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, desktop, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing. All intellectual property rights associated with the Services shall be the sole and exclusive property of the Company, including but not limited to any patents, copyrights, copyright registrations and applications, trade secrets, and know-how, databases, data compilations and collections, technical data, software applications, programs and code, trademarks, trade names, logos outside of Customer's branded logos, service marks, designs, emblems, signs, insignia, slogans, other similar designations of source or origin, and any

registrations or applications for registration for any of the foregoing used in or relating to the provision of the Services or the Company's business or operations more generally.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. If the applicable fees are not paid when due, Customer's access to the Services will be terminated until the applicable due fees are paid. All payments must be made in U.S. Dollars by ACH or wire transfer.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions of this Agreement that is not capable of remedy or if the other party fails to cure any material breach that is capable of remedy within thirty (30) days of being notified in writing of such material breach. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, REGARDING THE LICENSED IP PROVIDED TO CLIENT HEREUNDER, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT; (D) FOR ANY

MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 6 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

8.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No waiver of any breach of this Agreement will (a) be effective unless it is in a writing which is executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers will be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement will constitute a waiver thereof. This Agreement may be executed in counterparts, each of which will constitute an original of this Agreement, and both of which together will constitute one and the same Agreement. Facsimile and electronic (including .pdf) signatures will be deemed to be originals hereunder. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT, DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

8.2 Customer hereby grants to Company the express right to use Customer's company logo in marketing, sales, and public relations materials and other communications solely to identify Customer as a Company customer. Company hereby grants to Customer the express right to use Company's logo solely to identify Company as a provider of services to Customer. At Company's request, the parties may work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

Vision and Goals

Have a single system to manage, track, and report on transportation projects in an efficient and effective manner. Implementation of such a system will aim to meet the following goals:

- Provide a single source of truth for planning programs
- Save valuable staff time
- Improve planning process workflow efficiency and outcomes
- Improve plan data quality and consistency
- Communicate a compelling story
- Enhance virtual collaboration
- Improve project outcomes

Solution Overview

EcoInteractive by SOVRA will implement its robust software solution that is configurable to suit your organization. In addition to meeting the project objectives defined above, EcoInteractive by SOVRA's ProjectTracker SaaS also offers:

- Industry Expertise
    - ProjectTracker SaaS is currently used in 29 states by over 3,000 secure users.
    - ProjectTracker currently tracks over 30,000 transportation projects and manages more than $840 billion in funding.
    - EcoInteractive by SOVRA has had a long history of real-world success, with a 20+ years proven track record implementing SaaS solutions for managing TIP, STIP, Long Range Plan, Call for Projects, and other transportation project data.
    - Extensive understanding of transportation business processes, and the complexities of the roles of DOT programs, local agencies, the MPO, State and Federal Agencies. That's how we were able to develop ProjectTracker SaaS to streamline communication between DOTs, MPOs, local agencies, FHWA, FTA.
    - Work with a nationwide community of DOTs, large MPOs, small MPOs, and other transportation agencies to bring domain expertise into our product.
    - Our software has proven a huge success for our customers including:
        - Chicago Metropolitan Agency for Planning (CMAP)
        - Southern California Association of Governments (SCAG), which incorporates two of our other clients Los Angeles County Metropolitan Transportation Authority (Metro) and Orange County Transportation Authority (OCTA)
        - Pikes Peak Area Council of Governments (PPACG)
        - Lake County DOT (LCDOT)
        - Ozarks Transportation Organization (OTO)
        - Kentucky/Ohio/West Virginia Interstate Planning Commission (KYOVA)
- Proven Outcomes
    - 50% reduction in time spent on duplicate data entry, data reconciliation and error resolution.

  - 65% less time generating required and ad-hoc reports.
  - 90% less time responding to public inquiries.
  - 30% less time ensuring financial constraints are met.
- SaaS Business Model
  - Economic, high value solution that drastically cuts infrastructure setup, initial build, and ongoing maintenance costs.
  - Web-based cloud software solution accessible from anywhere and any device with an Internet connection.
  - Built on powerful, robust, and scalable infrastructure.
  - Proven performance and scalability to fully support thousands of users with varied levels of access and user permissions.
  - Strong enterprise-grade security protocols and proven track record of infrastructure resiliency.
  - Supports automated data sharing with other internal data systems.
  - Responsive maintenance and technical support services.
  - Predictable and transparent pricing.
  - Long-term solution with continual product and infrastructure improvements.
- Product Innovation
  - Continual product innovations released on the platform specifically addressing planners' evolving needs.
  - Improvements and new functionality released and available for all clients.

Scope and Technical Assumptions

EcoInteractive by SOVRA will implement its robust software solution that is configurable to suit your organization.

The technical assumptions in Table 1 outline the standard modules and features Customer will require to meet the goals and objectives mentioned. In addition, assumptions and/or configurations related to each module have been noted to reflect our understanding of the additional requirements

Table 1 - Technical Assumptions	
Module	**Standard Features / Configurations**
N/A	● One time import of project data during implementation. ● Client must provide validated project data for import in spreadsheet or database table format. ● If importing in any previously mapped projects, client to provide shapefile for one time import during implementation. There must be a matching attribute (i.e. project ID) within shapefile that links the mapped location to the project.
TIP Project Tracking and Workflow	● Provide a single, secure URL web-portal for universal login access. ● Meet federal compliance with audit trail for user access and version control.

	● Electronically submit new projects, carry-over projects, amend projects, or perform project reviews. ● Track information and funding for individual project versions for a specific adoption or amendment. ● Maintain data integrity with spell check, dynamic data validation, alerts, and other QA features. ● Streamline the review process with new project changes highlighted on the page and automated text summary of changes to the project. ● Stay up to date with automated email notifications. ● Search through all [TIP] projects in the system with Project search filters. ● Create and manage federally approved [TIP] revision types: ○ Adoption ○ Formal Amendment ○ Administrative Modification ● Standard User Types for user access control include: ○ Admin ○ MPO Staff ○ Sponsor ○ Read-Only ○ Reviewers (State, Federal, Board, etc.) ● Standard fields tracked on project page include: ○ Project ID, Plan/Program, Revision Type/#, Project Title, Project Description, Lead Agency, Project Type, County, Municipality, Location Information, Programming Information (fund year, fund category, fund type, fund phase, AC/ACCP), Change Reason and Narrative, Contact Information ● Configuration options in scope include up to an additional: ○ 3 admin fields ○ 6 non-admin fields ○ 6 ID fields (for example: Federal ID, LRTP ID) ○ 6 funding phases ○ 25 project questions with non-conditional drop-down valid values ○ 1 revision type
Document Manager	● Upload and manage documentation for projects. ● Users will upload documents directly into the system for projects for initial onboarding and on an ongoing basis. ● Secure data storage for up to 100GB of data ● The following file extensions are supported for upload to ProjectTracker:

	<table><tr><th>Extension(s)</th><th>File Type</th></tr><tr><td>*.doc, *.docx</td><td>Microsoft Word</td></tr><tr><td>*.jpg, *.jpeg, *.png</td><td>Image</td></tr><tr><td>*.kml, *.kmz</td><td>Keyhole Markup Language (GIS data)</td></tr><tr><td>*.pdf</td><td>Portable Document Format (PDF)</td></tr><tr><td>*.txt</td><td>Text File</td></tr><tr><td>*.xls, *.xlsx, *.xlsm</td><td>Microsoft Excel</td></tr><tr><td>*.zip</td><td>ZIP archive</td></tr></table>
GIS	● Extensively developed technology seamlessly connects all ProjectTracker modules with a GIS interface, and provides efficient, online browser-driven "point and click" screens, tools, and interactive reports. These easy to use features minimize the need for training or specialized knowledge allowing users to focus on core competencies and not software. For example, ProjectTracker's use of intuitive "point and click" ArcGIS drawing tools means that staff and external planning agency users can meet a vast majority of their GIS needs without the need to purchase, install, and provide specialized training for desktop GIS software. ● Ad-hoc import of mapped project locations by Admin users allows the Agency to import externally-mapped datasets (eliminates duplicative mapping efforts). ● An ESRI Shapefile export provides a download of all mapped project locations within ProjectTracker on a nightly refreshed basis. ● Supported geometry types include points, lines, and polygons (note, only points and lines are supported by FHWA for FMIS authorization requests using GIS Location(s)).
Standard Reporting	● Wide array of web enabled reports and dashboards. ● Hyper-linked drill-down features for web enabled reports. ● Includes filtering and sorting capability. ● Download to a spreadsheet feature. ● Standard reporting includes: ○ Financial Constraints ○ Manage Revenues ○ Program Summary by Fund ○ Project List ○ Project Overview ○ Project Question Summary ○ Obligation Report

	○ Locations Details ○ Programmed Visualization Report ○ Contacts Report ○ Project Attachments ○ Comprehensive Data Export ○ Comprehensive GIS Export
Custom Reports	Additional reports beyond our standard reporting package can be scoped and included in your implementation for an additional fee. There are currently no custom reports in scope for this engagement.
Public Website	● Integrated, feature-rich public web site provides transparency to the public and other agencies. ● Available as mobile web pages for searching and viewing of [TIP] data on mobile devices. ● View projects within approved amendments/adoptions in current [TIP] cycle. ● Ability to add and collect public comments. ● Ability to make draft list of projects available for review/comment on an amendment by amendment basis. ● Dynamically query projects using a variety of filters. ● Drill down into projects to get additional project detail. ● Provide an interactive and searchable map of [TIP] project data. ● Public website will be configured to give similar look and feel (header/footer color, official logo) based on client's main website for branding consistency.

Implementation Approach

EcoInteractive by SOVRA will implement its robust software solution that is configurable to suit your organization. Figure 1 shows the core milestones for implementation of the Customer's system. Items highlighted in red represent tasks that EcoInteractive by SOVRA is responsible for. Items highlighted in orange represent tasks that Customer would need to complete. Items highlighted in blue represent tasks that are shared between the Customer and EcoInteractive by SOVRA. Delays in providing acceptable data for import/configuration will cause delays in the implementation timeline that EcoInteractive by SOVRA is not responsible for.



Figure 1

Each implementation is led by an Implementation Specialist from EcoInteractive by SOVRA. The other supporting members of the team and their roles are highlighted in **Table 3**.

Pricing for this implementation includes up to 120 hours of implementation work highlighted in **Table 2.**

Table 2 – Scope of Services

• One (1) import of project data in spreadsheet or database table format. Customer must provide validated project data for import in spreadsheet or database table format before configuration meetings can be scheduled.
• One (1) import of any previously mapped projects if the matching attribute (i.e. project ID) within shapefile links the mapped location to the project.
• Up to 1-hour kickoff meeting
• Standard data transformation, system configuration, and QA/QC of off-the-shelf software
• Up to six (6), 1-hour configuration workshops.
  o 1 of plan owners
  o 1 of plans
  o Three (3) admin fields
  o Six (6) non-admin fields
  o Six (6) ID fields. For example: Federal ID, LRTP ID
  o Six (6) funding phases
  o Twenty-five (25) project questions with non-conditional drop-down valid values
  o One (1) revision type
• Standard reporting
• Up to four (4), 1-hour post configuration meetings to detail testing and prep for go-live
• One (1) round of testing and configuration feedback
• Up to three (3) hours of training typically conducted as follows:
  o Admin - 1 hour
  o Sponsor - 1 hour
  o Read Only – 30 minutes
  o Reviewer - 30 minutes
• Up to four (4) hours of meetings 30 days post go-live to answer questions and ensure adoption

Table 3 – EcoInteractive by SOVRA Team	
Role	**Responsibilities**
Executive Sponsor	• Point of escalation • Ensure customer success experience • Provide guidance on implementation strategies, Agency ROI optimization, and risk mitigation • Approves changes to project scope, if applicable
Implementation Specialist	• Primary point of contact throughout the implementation • Manage timeline, configuration, and overall implementation success • Coordinate communications with project leader to ensure alignment • Provide guidance and training to ensure effective product adoption

Customer Success Manager	• Ensure smooth transition from implementation through go-live to adoption • Maintain continuous customer support and drive towards platform mastery

The client should identify team members for the responsibilities summarized in **Table 4.** Because each organization differs, we understand that one person can have more than one role. From our experience, we have found that having 1-4 project team members assigned is optimal in keeping the ongoing meetings and implementation efficient.

Table 4 – Client Team	
Role	**Responsibilities**
Executive Sponsor	An individual who champions the project at the organizational level and ensures alignment with strategic goals. • Helps remove organizational barriers or escalate issues as needed • Ensures the project has the necessary resources and authority to succeed • Responsible for project success • Approve all changes to project scope
Project Leader	A single point of contact that servs as your project leader and is responsible for relaying all communications within your organization. • Own day-to-day communication with EcoInteractive by SOVRA • Receive, filter, and distribute project communication to team members or stakeholders • Direct completion of assigned deliverables, tasks, or approvals • Coordinate schedules for your team to ensure availability of necessary attendees • Enabled to make project-related decisions • Complete all system testing activities. If needed, coordinate separate testing sessions with external partners including preparation of materials and facilitation • Manage the creation of essential internal documentation to capture and formalize process changes and workflows if needed
Project Team Member(s)	A select group of individuals who will assist in completing the day-to-day action items and decisions. • Attend and participate in ongoing meetings • Assist with completion of assigned deliverables or tasks • Enabled to make project-related decisions • Work with the project leader to interface with projects representatives and resources • Complete all system testing activities. If needed, assist with external partner testing • Create essential internal documentation to capture and formalize process changes and workflows if needed

Maintenance and Support

As part of the ongoing software subscription fee for the ProjectTracker SaaS solution, Customer would receive the following:

- Completely vendor-managed cloud infrastructure and services upon which the ProjectTracker application is hosted, with continual maintenance and upgrades to provide ongoing services including:
    - Near 24/7 application uptime
    - Secure data storage for up to 50GB of data, up to 50GB of data transfer and 1 million requests per month.
    - Our SaaS Product leverages a multi-layered approach to security and redundancy. We utilize a Web Application Firewall (WAF) to provide an additional layer of security against malicious activity like DDoS attacks and malicious bots. The data is automatically backed up and the data is encrypted in transit for secure transmission of data via our API. Our cloud infrastructure is secure, resilient and fault tolerant with redundancy across multi-availability zones and scalability via auto scaling groups. We maintain full cloud infrastructure and application observability via monitoring, logging and alerting instrumentation.
    - Ongoing monitoring, maintenance and upgrades for database / application / authentication / map servers, API services, firewall, CDN and application security services, intrusion detection system, cloud infrastructure service, database and GIS software.
- Continual product improvements and new functionality that is released and available for all clients from our constantly innovating product roadmap. We leverage our client network to source the most impactful product roadmap updates that provide the maximum value to agencies complimentary, as part of our subscription. Additionally, our goal is to remain the most federally compliant software. As new federal regulations and requirements are rolled out, we incorporate functionality to support the management of those new regulations.

EcoInteractive by SOVRA is committed to providing timely, reliable support for ProjectTracker users.

What's Included in Support

- Help with system access, errors, and troubleshooting
- Clarification on existing functionality
- Escalation of verified defects
- Access to Knowledge Base and training materials
- 2 live general trainings conducted remotely within the 1st year of application launch.
- 15 hours annually for tier 2 support services which includes:
    - Customer success support and additional user training
    - Standard data updates on valid values for existing non-conditional system fields (i.e. new fund types)

How to Contact Support

- Self-Service Resources: Intercom Knowledge Base
- Helpdesk Email
- Phone Support: Monday – Friday from 8:00am – 5:00pm PST

Support Hours

- Standard Coverage: Monday – Friday from 8:00am – 6:00pm. Excluding federal holidays.
- After-Hours: Escalated case-by-case by account owner

Severity Definitions

- L1 – Critical: System down, no workaround
- L2 – High: Core functionality impaired, limited workaround
- L3 – Medium: Feature malfunction, workaround available
- L4 – Low: Cosmetic or enhancement request

Table 5 – SLA Response Targets			
Severity	*Initial Response*	*Update Frequency*	*Target Resolution*
L1 – Critical	1 business hour	Every 2 hours	Within 1 business day
L2 – High	4 business hours	Daily	Within 3 business days
L3 – Medium	1 business day	Weekly	Within 10 business days or release cycle
L4 – Low	2 business days	As needed	Next planned release

Pricing

Summary pricing related to the implementation and ongoing subscription to ProjectTracker is shown below. There is a one-time implementation fee related to the implementation and configuration of the solution as well as an ongoing annual subscription fee for the usage of the software. Pricing for ProjectTracker is based on the number of plans and projects managed within the system with no limit to the number of users who can access the system (unlimited seats).

Pricing quoted below is valid through March 31, 2026.

	2026	2027	2028
ProjectTracker Platform - TIP Management	$18,000	$18,900	$19,845
One-Time Setup	$10,700		
Total Cost	**$28,700**	**$18,900**	**$19,845**

R E S O L U T I O N

Resolution Appropriating Funds for FY2026 Street Sweeping (82)

WHEREAS, the Division of Transportation annually performs curb and gutter street sweeping along County Highways to keep the roadways clear of debris, to ensure that the storm sewer systems function without obstructions, and to comply with the Illinois Environmental Protection Act (IEPA) National Pollutant Discharge Elimination System (NPDES) as street sweeping has a direct benefit on the quality of water; and

WHEREAS, the Village of Cary secured a bid for street sweeping for the 2025 McHenry County Municipal Partnering Initiative (MC-MPI) so multiple agencies within McHenry County can take advantage of the benefits of joint purchasing; and

WHEREAS, this is the second year of a three-year bid which allows for contract renewal annually through the year 2027; and

WHEREAS, bids were opened on March 6, 2025 at the Village of Cary, approved by the McHenry County Director of Procurement and Special Services, and the Transportation Committee has reviewed the bids.

NOW, THEREFORE BE IT RESOLVED, this County Board of McHenry County, Illinois hereby authorizes that the street sweeping contract be awarded, and a PO issued, to Lakeshore Recycling (LRS Holdings LLC) in the amount of ninety thousand dollars ($90,000.00); and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of ninety thousand dollars ($90,000.00) out of FY2026 budget, from the County Option Motor Fuel Tax Fund; Fund-Dept.-Div.-Main Acct. 262-82-8240-413150 (Highway Maintenance Contracts), for said contract; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 26-00000-12-GM; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute the necessary contract and contract bond documents for said contract; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this resolution to the County Administrator, the Chief Financial Officer, the Assistant County Administrator and an electronic copy to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____

Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____

Joseph J. Tirio, County Clerk

DOT-2026-022

RESOLUTION

SUBJECT: Resolution Appropriating Funds for FY2026 Street Sweeping (82)

Board / Committee Action Requested: For consideration is a resolution approving bids and appropriating funds for FY2026 street sweeping services.

Background and Discussion: The McHenry County Division of Transportation (MCDOT) annually sweeps approximately 744 miles of County Highways and bridge structures. This entails making 6 or more rounds of sweeping curb & gutter and drainage structures throughout the County's transportation system.

Using a contractor saves on the cost of maintenance and repairs, fuel, equipment and allows MCDOT maintenance workers to address other operational needs. MCDOT staff will provide oversight to the contractor ensuring the work is performed as specified per the bid.

This is an annually budgeted item and bids were opened on March 6, 2025, by the Village of Cary as part of the McHenry County Municipal Partnering Initiative (MC-MPI) so that other agencies within McHenry County can take advantage of the benefits of joint purchasing. This is the second year of a 3-year bid for FY2025, FY2026 & FY2027.

Only one bid was received. Lakeshore Recycling was the low bidder for a sweeping unit cost of $10,462.50 per round.

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits): $90,000 was identified in the FY2026 budget for street sweeping.

Impact on Capital Expenditures: None

Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies: None

Conformity to Board Ordinances, Policies and Strategic Plan: Conforms to purchasing ordinance, policies, and the County's strategic plan.

MCHENRY COUNTY DIVISION OF TRANSPORTATION BID TAB LRS

Pricing					
	Item	Unit	Estimated Qty	Unit Cost	Extended Cost
11	County Maintained Roads w/ Curb (124 Curb Line Miles)	Cycle	6	$10,462.50	$62,775
12	County Maintained Roads w/o Curb (30 Non-Curb Line Miles)	Cycle	6	$2,531.25	$15,187.50
13	Emergency Sweeping	Per Hour	12	$196.87	$2,362.44
14	Total Base Bid Annual Cost				**$80,324.94**

McHenry County
Procurement Executive Summary

January 29, 2026

Requesting Department:	Division of Transportation
Procurement Name:	Municipal Partnering Initiative (MPI) Street Sweeping Services Joint Bid, Renewal Year 2 from 12/1/25 - 11/30/26
Recommended Vendor:	Lakeshore Recycling Systems (LRS CleanSweep)
Amount of Award:	$90,000.00 (Not to Exceed)

Notification and Response

Publicly posted and advertised, as required by law.

Bid/RFP Due Date:	March, 2024	
Bids/Proposals Received:	n/a	
Prevailing Wage:	Yes _____	Not Applicable __X__
Proprietary:	Yes _____	No __X___

Award Statement

The Village of Cary secured a bid for street sweeping through the McHenry County Municipal Partnering Initiative (MC-MPI), which was awarded to Lakeshore Recycling Systems/LRS CleanSweep. Based on article 10, S10-101 of the Purchasing Ordinance which authorizes cooperative purchasing agreement participation, the Director of Transportation/County Engineer and the Division of Procurement agree to renew this contract to Lakeshore Recycling Systems of Rosemont, IL.

Vendor	McHenry County Municipal Partnering Initiative (MC-MPI)
Lakeshore Recycling Systems/LRS Cleansweep	$90,000.00 (Not to Exceed)

February 13, 2026

Attn: Djuana Leonard/Bob Hensel
McHenry County
2200 N Seminary Ave
Woodstock Il 60098

On Behalf of LRS, thank you for the opportunity to provide street sweeping services for McHenry County . Our CleanSweep division is proud to be the sweeping partner of choice for more than 60 leading municipalities and over 200 contractors throughout the Northern portion of Illinois and pleased to count McHenry County as a valued customer.

Quote for 2026

- No increase for 2026
  - $10,462.50 per cycle

The following is proposed schedule for 2026
Week of 6/29/26
Week of 8/17/26
Week of 10/12/26
Week of 10/26/26
Week of 11/16/26

Please let me know if this schedule will work for you.

Regarding Fall Sweeps: As a reminder, LRS CleanSweep is not a leaf sweep or removal service. Our mutual expectation with all our municipal street sweeping customers is that street sweeping during the months of October, November and December requires careful scheduling and should follow your leaf removal program, whether you use leaf vac trucks, or have residents bag their leaves. Street sweepers are designed and engineered to remove debris and residue from the street surface and curb line. A build-up of leaves congests our sweepers and runs the risk of our sweepers catching fire. Accordingly, we reserve the right to reschedule a sweep cycle if too many leaves have accumulated on the street and curb line.

Lakeshore Recycling Systems CleanSweep Division employees are members of local 673 International Brotherhood of Teamsters. Wages and benefits are governed by this agreement'

844.NEED.LRS 5500 Pearl Street, Suite 300, Rosemont, IL 60018 LRSrecycles.com

If in agreement, please sign and return at your convenience.

Thank you,
Michelle Moore
Operations Supervisor
LRS West Chicago
Cell: (224) 297-4764

Accepted By: _____

Signature: _____

Date: _____

844.NEED.LRS 5500 Pearl Street, Suite 300, Rosemont, IL 60018 LRSrecycles.com

R E S O L U T I O N

Resolution Approving an Intergovernmental Agreement with the Village of Algonquin for Construction and Maintenance regarding a Remote Salt Storage Facility and Appropriating Funds (82)

WHEREAS, the County of McHenry and the Village of Algonquin have the desire to jointly analyze and explore smart design functions and operations while working to promote and create a highly effective and leaner government and organization where practicable; and

WHEREAS, the County and the Village have the desire to improve efficiency and encourage resource sharing to optimize the efficient use of public funds and explore ways to work together, as opposed to working independently, to eliminate inefficient or duplicative services, and to make use of existing facilities to achieve economies of scale; and

WHEREAS, the County and the Village have the desire to provide additional salt storage capabilities in order to protect public funds from dramatic swings in the price paid for salt due to unforeseeable and extreme climatic events; and

WHEREAS, having a supply of salt in the southeast part of the county would create a more efficient operation benefiting both agencies as well as the public at large as over 40% of the County's winter maintenance operations occurs in the southeastern portion of the County; and

WHEREAS, the support for coordination regarding remote salt storage with the Village of Algonquin aligns with the County's 2025-2028 Strategic Plan; and

WHEREAS, the County and the Village entered into an intergovernmental agreement in July of 2024 via resolution R-202407-82-158 to prepare a preliminary planning study to evaluate the required infrastructure to store road salt and perform various operations tasks on the Village's existing Public Works Facility site located at 110 Mitchard Way, Algonquin, IL 60102; and

WHEREAS, the County and the Village entered into an intergovernmental agreement in August of 2025 via resolution R-202509-82-204 to prepare detailed design engineering and bidding documents for the required infrastructure to store road salt and perform various operations tasks on the Village's existing Public Works Facility site located at 110 Mitchard Way, Algonquin, IL 60102; and

WHEREAS, the County and the Village desire to jointly define construction and maintenance duties for the required infrastructure to store road salt and perform various operational tasks on the Village's existing Public Works Facility site; and

WHEREAS, the Village's design team has estimated the construction cost of the remote salt storage facility and construction engineering to be $6,716,000.00 of which the County's portion is estimated to be $3,475,150; and

WHEREAS, the County and the Village have agreed to share the cost of the construction and maintenance as detailed in an Intergovernmental Agreement; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of an Intergovernmental Agreement with the Village of Algonquin.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby approves entering into an Intergovernmental Agreement in substantially the form attached hereto as

Exhibit A and in a final form approved by the McHenry County State's Attorney's Office with the Village of Algonquin; and

BE IT FURTHER RESOLVED, that there is hereby approved from the FY2026 budget the sum of one million, five hundred thousand dollars ($1,500,000.00) from the State Motor Fuel Tax Fund; Fund-Dept.-Div.-Main Acct: 261-82-8200-607000 and two million ($2,000,000.00) from the County Option Motor Fuel Tax Fund; Fund-Dept.-Div.-Main Acct: 262-82-8200-607000 for said agreement; and

BE IT FURTHER RESOLVED, that this County Board of McHenry County, Illinois agrees to pass a supplemental resolution, if necessary, to appropriate additional funds for completion of the project; and

BE IT FURTHER RESOLVED, that a Purchase Order shall be opened in the not to exceed amount of $3,500,000.00; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to execute said agreement in its final form; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this resolution to the County Administrator, the Chief Financial Officer, and an electronic copy to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Approving an Intergovernmental Agreement with the Village of Algonquin for Construction and Maintenance regarding a Remote Salt Storage Facility and Appropriating Funds (82)

Board / Committee Action Requested:
To approve an Intergovernmental Agreement with the Village of Algonquin for construction and maintenance of a remote salt storage facility and appropriating funds.

Background and Discussion:
For many years, the County has been participating in discussions with the Village of Algonquin regarding the establishment of a shared public works yard and storage facility to host supplies and equipment. A remote facility will enable the McHenry County Division of Transportation to enhance the level of service delivery available to residents in the southeast portion of the County.

Over the last 18 months, staff from the Village has met with McHenry County officials to prepare a preliminary study and detailed engineering, with the Village as the lead agency responsible for contracting an architecture firm to conduct the study. The study identified that the Village's existing Public Works Facility is too small to accommodate a remote County operations building, however it will work well for a remote salt storage facility, brine making, and brine storage.

Both agencies agreed to utilize a team of Williams Architects, Christopher B. Burke Engineering, and Featherstone Inc., for the detailed engineering design. This team has worked with the Village of Algonquin in the past and Williams Architects was the designer for the current Public Works Facility at 110 Mitchard Way. The County shared the cost of engineering with the Village 50/50.

This resolution, appropriation and Intergovernmental Agreement will be for construction costs, construction engineering and a construction contingency (which is typical for public works projects of this size). The intergovernmental agreement outlines cost participation for both agencies as well as future maintenance cost sharing.

The project is estimated to cost $6,716,000 of which the County's portion is estimated to be $3,475,150. The County's appropriation is rounded to $3,500,000.

Impact on Human Resources: N/A

Impact on Budget (Revenue; Expenses, Fringe Benefits):
This expense has been included in the FY2026 budget.

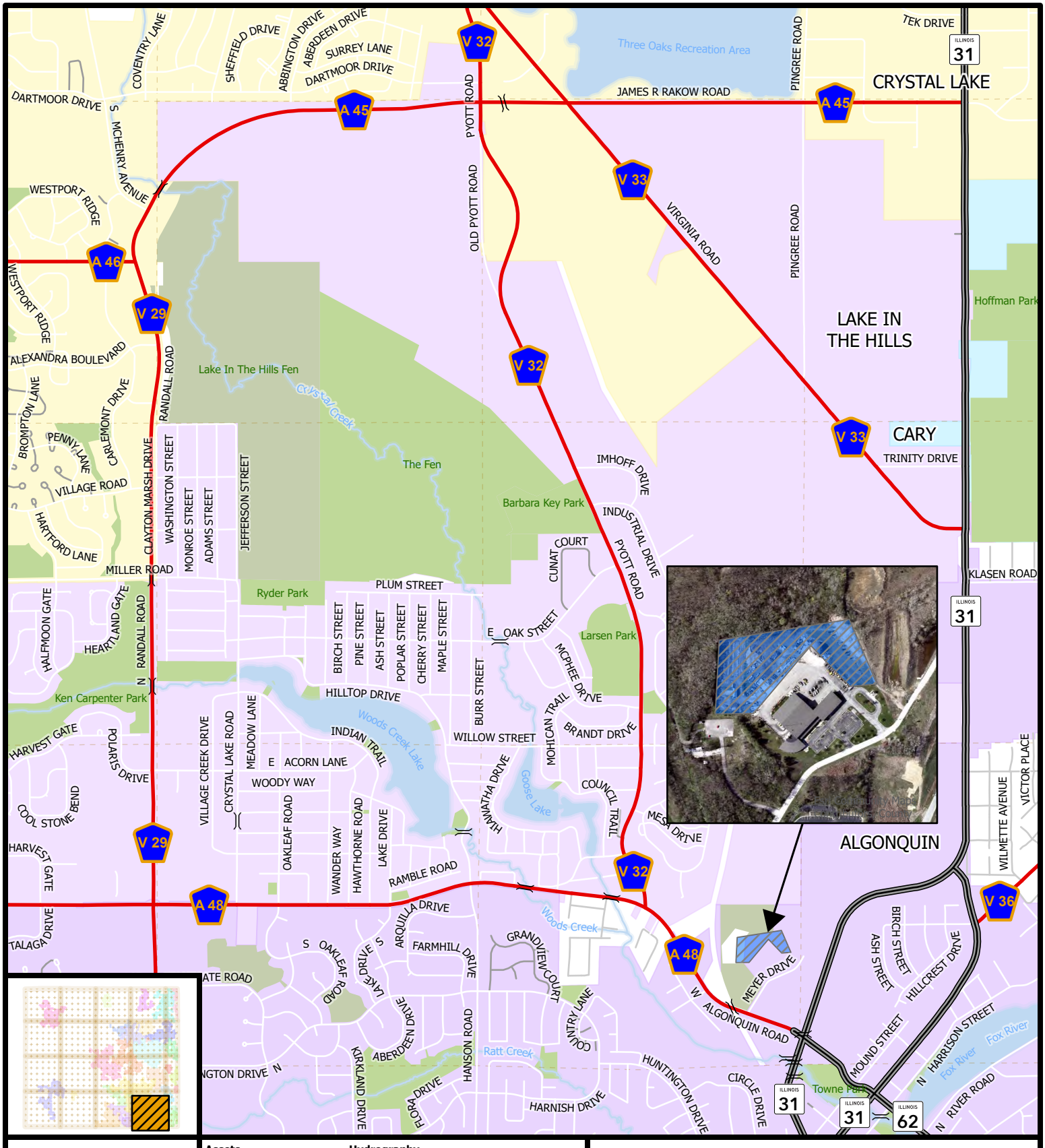
Position Reclassification or Regrade, please address the following: N/A

Impact on Capital Expenditures:
In the future, some County capital cost will be needed for shared maintenance of the Salt Dome such as roofing or salt conveyor.

Impact on Physical Space:
Storing a portion of the County's salt supplies at this remote facility will allow for space at the Division of Transportation main office at 16111 Nelson Road, Woodstock to be used in other ways than constructing another salt dome.

Impact on Other County Departments or Outside Agencies:
Intergovernmental cooperation with the Village of Algonquin on a remote facility will improve the County's response time in the southeast quadrant during winter maintenance operations.

Conformity to Board Ordinances, Policies and Strategic Plan:
Conforms to the County's Strategic Plan and Five-Year Transportation Program.



0 0.1 0.2 0.4 Miles

Date
6/4/2024 3:28 PM

Projection
Spatial Reference
Name: NAD 1983 StatePlane Illinois East FIPS 1201 Feet
Projection: Transverse Mercator

File
Default Folder: O:\MCDOTGIS\Current Work\DOT\Algonquin Salt Location

N W E S

Disclaimer
Information on this map may contain inaccuracies or typographical errors. Information may be changed or updated without notice. Information on this map is provided "as-is" without warranty of any kind, either express or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. In no event will McHenry County be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost profit resulting from any use or misuse of this information. Information herein has been reproduced from original sources. Information produced on this map should not be used in place of a survey or legal documents.

Assets
- Bridges

Roadway System
- State Route
- County
- MUNICIPALITY
- Township
- PRIVATE

Hydrography
- River/Stream/Creek
- Lakes

Basemapping
- Township Boundry
- Township Sections
- Remote Salt Storage

Algonquin IGA Remote Salt Storage

DIVISION OF TRANSPORTATION

DRAFT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ALGONQUIN AND THE COUNTY OF MCHENRY FOR CONSTRUCTION AND MAINTENANCE OF A REMOTE SALT STORAGE FACILITY**

This Intergovernmental Agreement "AGREEMENT" is entered into this _____ day of _____, 2026, by and between the Village of Algonquin, a municipal corporation of the State of Illinois, hereinafter referred to as the "VILLAGE", and the County of McHenry, Illinois, a body politic and corporate of the State of Illinois, hereinafter referred to as the "COUNTY". The VILLAGE and the COUNTY are sometimes collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE have jointly analyzed and explored smart design functions and operations while working to promote and create a highly effective and leaner government and organization where practicable; and

WHEREAS, the COUNTY and the VILLAGE have the desire to improve efficiency and encourage resource sharing to optimize the efficient use of public funds and explore ways to work together, as opposed to working independently, to eliminate inefficient or duplicative services, and to make use of existing facilities to achieve economies of scale; and

WHEREAS, the COUNTY and the VILLAGE have the desire to provide additional salt storage capabilities in order to protect public funds from dramatic swings in the price paid for salt due to unforeseeable and extreme climatic events; and

WHEREAS, a remote salt storage facility would allow for the ability to take delivery of a year's worth of salt at any given time in the year, with the added benefit of having a supply of salt available to draw from in the event that suppliers are unable to deliver salt due to weather or supply chain limitations; and

WHEREAS, having a supply of salt in the southeast part of the County will create a more efficient operation benefiting both agencies as well as the public at large as over 40% of the COUNTY's winter maintenance operations occur in the southeastern portion of the County; and

WHEREAS, the support for coordination regarding remote salt storage with the VILLAGE aligns with the COUNTY's 2025-2028 Strategic Plan - Leadership and Governance Goal 3; and

WHEREAS, the COUNTY and the VILLAGE desire to jointly construct improvements "IMPROVEMENTS" on the VILLAGE's existing Public Works Facility site located at 110 Mitchard Way, Algonquin, IL 60102, as shown on EXHIBIT A to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, a concept plan of the proposed IMPROVEMENTS on the VILLAGE's existing Public Works Facility is generally depicted on EXHIBIT B to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the VILLAGE has contracted with Williams Architects, Christopher B. Burke Engineering, LTD., and Featherstone, Inc. to perform an engineering study which estimates the cost of the IMPROVEMENTS not to exceed $6,716,000; and

WHEREAS, the COUNTY and the VILLAGE have agreed to share the cost of construction, construction engineering, and future maintenance for the IMPROVEMENTS as described in EXHIBIT C to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the VILLAGE and the COUNTY are authorized by the terms and provisions of Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*, and other applicable authority to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking any of them could do individually.

NOW, **THEREFORE**, in consideration of the mutual covenants contained herein, the PARTIES do hereby agree as follows:

SECTION I
Recitals/Headings

1. The foregoing preambles are incorporated herein as if fully set forth herein.

2. The "headings" contained in this AGREEMENT are for reference only, and the actual written provisions, paragraphs, and words of this AGREEMENT shall control.

SECTION II
COUNTY Commitments

1. The COUNTY shall reimburse the VILLAGE for construction and construction engineering costs associated with the IMPROVEMENTS in accordance with this AGREEMENT and as more particularly described in Paragraphs 2 and 3 of this Section II and EXHIBIT C to this AGREEMENT.

2. The COUNTY shall pay the VILLAGE an amount equal to ninety-five percent (95%) of the COUNTY's responsibility of the construction and construction engineering costs associated with the IMPROVEMENTS in accordance with this AGREEMENT and as more particularly described in EXHIBIT C to this AGREEMENT, based upon awarded unit prices, within thirty (30) days of receiving an invoice from the VILLAGE.

3. The COUNTY agrees to reimburse the VILLAGE for the balance of the COUNTY's responsibility of the construction and construction engineering costs associated with the

IMPROVEMENTS in accordance with this AGREEMENT and as more particularly described in EXHIBIT C to this AGREEMENT, based upon awarded unit prices, within thirty (30) days of receiving an invoice by the VILLAGE following substantial completion of the "IMPROVEMENTS". The PARTIES agree that "substantial completion" is defined as the point in time at which the construction is sufficiently complete so that the IMPROVEMENTS may be fully used, although punch list items remain to be completed.

4. The COUNTY agrees to pass a supplemental resolution to provide necessary funds for construction and construction engineering if the amount appropriated for the COUNTY's obligation is insufficient.

5. The COUNTY agrees to reimburse the VILLAGE for future maintenance costs of the IMPROVEMENTS in accordance with this AGREEMENT and as more particularly described in EXHIBIT D to this AGREEMENT, within thirty (30) days of receiving an invoice from the VILLAGE.

6. The COUNTY shall be responsible for ordering and paying for salt and de-icing liquids needed for COUNTY operations.

7. The COUNTY shall provide at least two (2) staff members at least twice a year (once in the spring and once in the fall or as otherwise mutually agreed to by both PARTIES) to assist the VILLAGE staff with cleanup and maintenance of shared elements which are described in EXHIBIT D to this AGREEMENT.

8. The COUNTY shall, for itself and for those authorized by or through the COUNTY, and to the fullest extent permitted by law, hold harmless, indemnify and defend the VILLAGE, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the construction and construction engineering by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives ("CLAIMS"), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the VILLAGE.

SECTION III
VILLAGE Commitments

1. The VILLAGE shall cause the IMPROVEMENTS to be constructed and to perform, or cause to be performed, the construction engineering supervision for the IMPROVEMENTS in accordance with VILLAGE procedures and requirements.

2. The VILLAGE will bid and award the IMPROVEMENTS. The anticipated bid opening date for the IMPROVEMENTS is April 2, 2026. (The bid opening date is subject to change, dependent upon project readiness and the availability of project funding.)

3. The VILLAGE shall pay for all project costs of the IMPROVEMENTS, including construction and construction engineering, subject to reimbursement from the COUNTY as described in Section II and EXHIBIT C of this AGREEMENT.

4. The VILLAGE agrees to pass a supplemental resolution to provide necessary funds for the construction and construction engineering costs of the IMPROVEMENTS if the amount appropriated is insufficient.

5. The VILLAGE shall require the successful bidder to name the COUNTY as an additional insured on any liability coverage required under the VILLAGE's contract with the successful bidder.

6. Upon substantial completion of the IMPROVEMENTS, the VILLAGE shall own, operate, and maintain the IMPROVEMENTS. The PARTIES agree that "maintenance" is defined as any activity necessary to cause the IMPROVEMENTS to function in accordance with VILLAGE standards.

7. The VILLAGE shall be responsible for ordering and paying for salt and de-icing liquids needed for VILLAGE operations.

8. The VILLAGE shall be responsible for accepting salt and liquid de-icing material deliveries on behalf of the PARTIES, unless the COUNTY chooses to send staff to accept COUNTY deliveries. The VILLAGE shall provide load delivery tickets (or other means of load verification) for COUNTY salt and liquid de-icing material to the COUNTY within five (5) business days of a delivery.

9. The VILLAGE shall make all brine, supermix, and top off all liquid de-icing storage tanks for both PARTIES. Salt usage for brine making activities shall be tracked by the VILLAGE for each PARTY.

10. The VILLAGE shall allow the COUNTY to have access to and utilize the VILLAGE's wet spoils bin.

11. The VILLAGE shall take the lead on emergency maintenance repairs and notify the COUNTY of the issue and the COUNTY's cost participation within five (5) business days of the repair.

12. Should the VILLAGE need to reconstruct the IMPROVEMENTS in the future, the VILLAGE and the COUNTY shall negotiate the need of future shared IMPROVEMENTS.

13. The VILLAGE shall, for itself and for those authorized by or through the VILLAGE, and to the fullest extent permitted by law, hold harmless, indemnify and defend the COUNTY, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the construction and construction engineering by the VILLAGE, its employees and authorized agents, or any authorized VILLAGE contractor, or any of their respective officers, agents, contractors, employee or representatives ("CLAIMS"), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the COUNTY.

SECTION IV
Mutual Commitments

1. The COUNTY and VILLAGE agree that routine seasonal maintenance costs less than $50,000 (the cost of which will increase annually beginning in April 2027 and be indexed to inflation via the Consumer Price Index) shall be shared by the COUNTY and the VILLAGE as described in EXHIBIT D to this AGREEMENT. Cost sharing for maintenance costs larger than the threshold stated above shall be negotiated at the time of need. The cost share for any item for which a negotiated cost share ratio cannot be agreed upon by both PARTIES shall revert back to the cost share ratio in EXHIBIT D.

2. The COUNTY and VILLAGE shall collaborate and prepare a 5-Year Capital Improvement Program for the shared elements of the IMPROVEMENTS, which are described in EXHIBIT D to this AGREEMENT, so future repairs are budgeted for by each PARTY adequately.

3. The COUNTY and VILLAGE agree to review the 5-Year Capital Improvement Program annually, no later than October 15th, annually.

4. The COUNTY and the VILLAGE agree to negotiate the cost sharing ratios for items in the 5-Year Capital Improvement Plan at the time of need. The cost share for any item for which a negotiated cost share ratio cannot be agreed upon by both PARTIES shall revert back to the cost share ration in EXHIBIT D.

5. The COUNTY and VILLAGE agree to review this AGREEMENT every five (5) years from the effective date of this AGREEMENT.

6. The COUNTY and VILLAGE agree to pass future resolutions to provide the necessary appropriated funds for future maintenance costs of the shared elements described in EXHIBIT D.

7. The COUNTY and VILLAGE agree the term of this AGREEMENT shall be forty (40) years from substantial completion of the IMPROVEMENTS unless terminated sooner as provided herein or extended by the mutual written agreement of the PARTIES.

8. The COUNTY and VILLAGE agree this AGREEMENT shall terminate upon the mutual written agreement of the PARTIES. Either PARTY may terminate this AGREEMENT for convenience upon thirty (30) days prior written notice to other PARTY. The COUNTY and VILLAGE agree that should either PARTY chose to terminate this AGREEMENT for convenience prior to the service life of the shared elements described in EXHIBIT D to this AGREEMENT, the terminating PARTY shall reimburse the non-terminating PARTY a prorated amount of the cost of engineering, construction and maintenance that has been provided by the non-terminating PARTY up to the date of termination.

SECTION V
General Provisions

1. This AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY highways as best determined, as provided by law.

2. Nothing contained in this AGREEMENT is intended or shall be construed, in any manner or form, as creating or establishing a legal partnership or agency relationship between the PARTIES, or as establishing (i) the VILLAGE (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the COUNTY, (ii) the COUNTY (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the VILLAGE, for any purpose or in any manner, whatsoever. The PARTIES shall remain independent with respect to all rights exercised and obligations performed under this AGREEMENT.

3. Each person executing this AGREEMENT warrants and represents (i) that he or she has the full and complete right, power and authority to execute this AGREEMENT and to agree to the terms, provisions, and conditions set forth in this AGREEMENT on behalf of the party on whose behalf he or she is executing; (ii) that all legal actions necessary to authorize the execution and delivery of this AGREEMENT have been taken; and (iii) this AGREEMENT does not violate any presently existing provisions of law or any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to the party on whose behalf he or she is executing.

4. The Effective Date of this AGREEMENT will be the date upon which this AGREEMENT has been executed by all PARTIES.

5. The provisions of this AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of this AGREEMENT is for any reason held to be

contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this AGREEMENT.

6. No claim as a third-party beneficiary under this AGREEMENT by any person, firm, or corporation, or entity shall be made, or be valid, against the PARTIES.

7. This AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof.

8. Any alterations, amendments, deletions, or waivers of any provision of this AGREEMENT shall be valid only when expressed in writing and duly executed by all PARTIES.

9. Any notice or communication required or permitted to be given under this AGREEMENT shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this AGREEMENT, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

   Notices and communications to the COUNTY shall be addressed to, and delivered at the following address:

   McHenry County Division of Transportation
   16111 Nelson Road
   Woodstock, Illinois 60098
   Attention: Director of Transportation/County Engineer

   With a copy to:
   McHenry County State's Attorney
   2200 N. Seminary Avenue, Suite 150
   Woodstock, IL 60098
   Attention: Chief of the Civil Division

Notices and communications to the VILLAGE shall be addressed to, and delivered at, the following addresses:

Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102
Attention: Village Manager

With a copies to:
Village Public Works Director

ZRFM Law, LLC
50 N. Virginia Street
Crystal Lake, IL 60014
Attention: Village Attorney

The requirements of this Section shall not be deemed to invalidate any notice actually received.

10. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. None of the PARTIES hereto shall assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in this AGREEMENT without first obtaining the expressed written consent and permission of the other party.

11. The PARTIES agree that this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the lass of the State of Illinois, without regard to conflicts of laws principles. The PARTIES further agree that the exclusive venue for all such disputes shall be in the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the PARTIES hereby consent to the personal jurisdiction thereof.

12. This AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this AGREEMENT.

13. Either party's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedy in any instance shall not constitute or be deemed to be a waiver of any provision, right or remedy.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

VILLAGE OF ALGONQUIN

ATTEST:

By: _____
Debby Sosine
Village President

_____
Fred Martin
Village Clerk

Date: _____

COUNTY OF MCHENRY

ATTEST:

By: _____
Michael Buehler
County Board Chairman

_____
Joseph Tirio
McHenry County Clerk

Date: _____

EXHIBIT A
General Depiction of the VILLAGE's Public Works Site

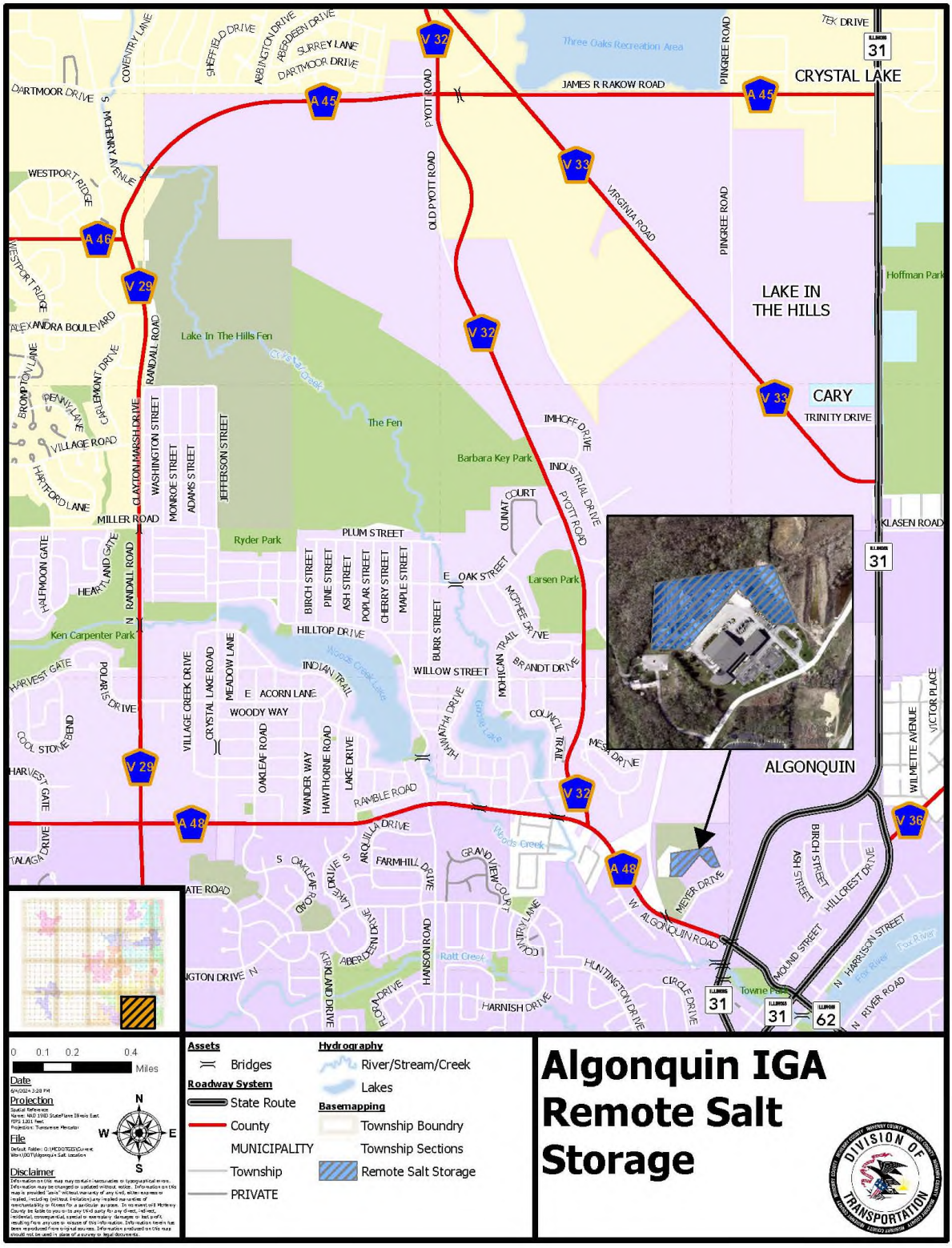


EXHIBIT B (1 of 2)
General Depictions of the Proposed Improvements



Plan View of the IMPROVEMENTS

EXHIBIT B (2 of 2)
General Depictions of the Proposed Improvements



Rendering of the IMPROVEMENTS

EXHIBIT C
Cost Participation – Construction and Engineering

Item	Estimated Cost	Portion Attributable to the COUNTY	
		Cost %	COUNTY Total
General Site Requirements	$178,000	50%	$89,000
Site Work	$1,264,000	50%	$632,000
Salt Dome, Conveyor & Conveyor Pit	$2,145,000	75%	$1,608,750
Material Storage Structure	$703,000	0%	$0
Brine Farm and Brine Maker	$976,000	65%	$634,400
Front Parking Lot Resurfacing	$122,000	0%	$0
Engineering Contingency (Design and Const.)	$555,000	50%	$277,500
Construction Manager Fees	$467,000	50%	$233,500
Alternate #1 – Two Additional Material Storage Bins	$224,000	0%	$0
Alternate #2 – Mitchard Way Detention Basin	$82,000	0%	$0
Project Totals	**$6,716,000**		**$3,475,150**

Item	Estimated Cost	Portion Attributable to the VILLAGE	
		Cost %	VILLAGE Total
General Site Requirements	$178,000	50%	$89,000
Site Work	$1,264,000	50%	$632,000
Salt Dome, Conveyor & Conveyor Pit	$2,145,000	25%	$536,250
Material Storage Structure	$703,000	100%	$703,000
Brine Farm and Brine Maker	$976,000	35%	$341,600
Front Parking Lot Resurfacing	$122,000	100%	$122,000
Engineering Contingency (Design and Const.)	$555,000	50%	$277,500
Construction Manager Fees	$467,000	50%	$233,500
Alternate #1 – Two Additional Material Storage Bins	$224,000	100%	$224,000
Alternate #2 – Mitchard Way Detention Basin	$82,000	100%	$82,000
Project Totals	**$6,716,000**		**$3,240,850**

Engineer's Estimate of Probable Cost by Featherstone Inc, Dated February 6, 2026

The COUNTY's Estimated Initial Payment at Contract Award (95%) = $3,301,400
The COUNTY's Estimated Final Payment at Substantial Completion (5%) = $173,750
The COUNTY's Estimated Total Payment to the VILLAGE = $3,475,150

EXHIBIT C REFLECTS ESTIMATES OF COSTS. THE ACTUAL COSTS TO THE COUNTY SHALL BE BASED UPON AWARDED UNIT PRICES FOR THE ELEMENTS OF THE IMPROVEMENTS DETAILED ABOVE.

EXHIBIT D
Cost Participation – Future Maintenance

Item	Maintenance Cost Sharing		
	VILLAGE %	COUNTY %	*YEARS OF SERVICE LIFE
Rear Parking Lot	50%	50%	20
Salt Dome Structure	50%	50%	40
Salt Dome Roofing	50%	50%	20
Salt Conveyor & Conveyor Pit	50%	50%	20
Wet Spoils Containment Site	50%	50%	25
Brine Farm	50%	50%	25
Brine Maker	50%	50%	15
Front End Loader	80%	20%	15

***Years of Service Live begin following substantial completion of the IMPROVEMENTS.**

R E S O L U T I O N

Resolution to Approve Adopt-A-Highway Group Agreement (V32-04, A19-01, A48-05) (82)

WHEREAS, in order to augment the McHenry County Division of Transportation's litter collection efforts, McHenry County enacted the McHenry County Adopt-A-Highway Ordinance to allow for volunteer groups to adopt various sections of highways for the purpose of litter collection; and

WHEREAS, the Adopt-A-Highway Ordinance requires said volunteer group(s) to enter into an agreement with McHenry County defining the responsibilities of the volunteer groups and the County; and

WHEREAS, the Transportation Committee has reviewed the following groups for inclusion in the Adopt-A-Highway Program:

Group	**Section of Roadway**
Crosspoint Lutheran Church	Pyott Rd. from Rakow Rd. to Virginia Rd.
Gabby and Jenn Side Quests	Hunter Rd. from Ryan Rd. to County Line Rd.
Dominic Muhlbach We Love & Miss U	Algonquin Rd. from Randall Rd. to Talaga Dr.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that the agreement between McHenry County and each of the above-listed volunteer groups is hereby approved; and

BE IT FURTHER RESOLVED, that the County Board Chairman is authorized to execute said agreement; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute an electronic copy to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

McHenry County Board
County Board Room
Woodstock, IL 60098

Meeting: March 18, 2026
Department: Division of Transportation
Prepared By: Hans Varga

RESOLUTION

SUBJECT: Resolution to Approve Adopt-A-Highway Group Agreement (V32-04, A19-01, A48-05) (82)

Board / Committee Action Requested:
To approve the inclusion of the identified group(s) into the McHenry County Division of Transportation (MCDOT) Adopt-A-Highway Program:

Crosspoint Lutheran Church – Pyott Rd. from Rakow Rd. to Virginia Rd.
Gabby and Jenn Side Quests – Hunter Rd. from Ryan Rd. to County Line Rd.
Dominic Muhlbach We Love & Miss U – Algonquin Rd. from Randall Rd. to Talaga Dr.

Background and Discussion:
In order to augment the Division of Transportation's litter collection efforts, the County enacted an ordinance to allow volunteer groups to adopt various sections of highways for litter collection. With the approval of this resolution, the MCDOT has 152 groups enrolled in the program, covering approximately 74% of the 208 total sections.

The ordinance requires that each volunteer group enter into an agreement with McHenry County defining the responsibilities of the group and the County. This resolution approves the County entering into an agreement with the identified group(s) and section(s) of the highway.

The link below will take you to an interactive web display of the current Adopt-A-Highway map. Sections in green have been adopted, sections in blue are tentative, and sections in red are available for adoption.

Adopt-A-Highway Online Map

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits):
To duplicate the efforts of the Adopt-a-Highway volunteers, it would cost the County approximately $15,000 annually.

Impact on Capital Expenditures: None

Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies: None

Conformity to Board Ordinances, Policies and Strategic Plan:
Conforms to County ordinances, policies, and County's strategic plan.

McHenry County Division of Transportation
Adopt-A-Highway Application

Please print or type

For office use only:
Trans. Comm. _____
County Board_____
Mailed _____ Due _____
Sign Shop_____

Adopt-A-Highway Coordinator for your Group:
The coordinator can be any member who will be responsible for the Adopt-A-Highway paperwork and activities

Name	Doug Culbertson	Phone Number	847-702-3238
Street Address	8505 Redtail Dr		
City, State, Zip	Lakewood, IL 60014		
E-Mail	doug@crosspointlakewood.org		

Members must be at least 10 years old to participate. There must be at least one adult over the age of 21 for each five participants between the ages of 10 and 18.

In the space below or as an attachment, please provide us with your group's goals or objectives:

Service to the community

Lettering to appear on Adopt-A-Highway Sign – *Websites & phone numbers are not allowed*

C	R	O	S	S	P	O	I	N	T			
L	U	T	H	E	R	A	N					
C	H	U	R	C	H							

Only 12 letters or spaces per line.
Print one letter or space per box.
Leave a space between words

Section of County Highway to be adopted – *Please note groups are only allowed to adopt one section of road during the first year of Program participation.*

FIRST CHOICE	Section Number	V32-04	Road Name	PYOTT RD
From	RAKOW RD	To	VIRGINIA RD	

Does the group have financial interest in property along this section of County Highway? ☐ yes ☐ no

SECOND CHOICE	Section Number	V33.01	Road Name	VIRGINIA RD
From	PINGREE RD	To	ILLINOIS ROUTE 31	

Does the group have financial interest in property along this section of County Highway? ☐ yes ☒ no

Signature of Group Coordinator Doug Culbertson Date 01/15/2026

Each group shall sign an agreement with the County Board before participating in the program.

Mail to: McHenry County Division of Transportation, 16111 Nelson Road, Woodstock, IL 60098
Fax to: 815-334-4989
Email to: AdoptAHighway@McHenryCountyIL.gov
Questions? Call 815-334-4970

Submit by Email

McHenry County Division of Transportation
Adopt-A-Highway Application

Please print or type

For office use only:

Trans. Comm. _____
County Board_____
Mailed _____ Due _____
Sign Shop_____

Adopt-A-Highway Coordinator for your Group:

The coordinator can be any member who will be responsible for the Adopt-A-Highway paperwork and activities

Name	Jennifer Matysek	Phone Number	(224) 465-8197
Street Address	1547 Arquilla Drive		
City, State, Zip	Algonquin, IL, 60102		
E-Mail	jenn.matysek2@gmail.com		

Members must be at least 10 years old to participate. There must be at least one adult over the age of 21 for each five participants between the ages of 10 and 18.

In the space below or as an attachment, please provide us with your group's goals or objectives:

Best friends for over 10 years. We met in high school and instantly bonded over our desire to volunteer and serve our local community. Now being 2 years out to college, we are continuing to look for ways to give back and we thought this would be a fun, unique way of doing so!

Lettering to appear on Adopt-A-Highway Sign – *Websites & phone numbers are not allowed*

G	a	b	b	y		&		J	e	n	n	
S	i	d	e		Q	u	e	s	t	s		

Only 12 letters or spaces per line.
Print one letter or space per box.
Leave a space between words

Section of County Highway to be adopted – *Please note groups are only allowed to adopt one section of road during the first year of Program participation.*

FIRST CHOICE	Section Number	A19-01	Road Name	Hunter Road	
From	Ryan Road		To	County Line Road	

Does the group have financial interest in property along this section of County Highway? ☐ yes ☑ no

SECOND CHOICE	Section Number		Road Name		
From			To		

Does the group have financial interest in property along this section of County Highway? ☐ yes ☐ no

Signature of Group Coordinator Jennifer Matysek Date 1/25/2026

Each group shall sign an agreement with the County Board before participating in the program.

Mail to: McHenry County Division of Transportation, 16111 Nelson Road, Woodstock, IL 60098
Fax to: 815-334-4989
Email to: AdoptAHighway@McHenryCountyIL.gov
Questions? Call 815-334-4970

Submit by Email

McHenry County Division of Transportation
Adopt-A-Highway Application

Please print or type

For office use only:
Trans. Comm. _____
County Board_____
Mailed _____ Due _____
Sign Shop_____

Adopt-A-Highway Coordinator for your Group:

The coordinator can be any member who will be responsible for the Adopt-A-Highway paperwork and activities

Name	ANGIE MUHLBACH	Phone Number	847-903-0327
Street Address	10169 Fleetwood St		
City, State, Zip	Huntley IL. 60142		
E-Mail	DESTINYmoon2508@gmail.com		

Members must be at least 10 years old to participate. There must be at least one adult over the age of 21 for each five participants between the ages of 10 and 18.

In the space below or as an attachment, please provide us with your group's goals or objectives:

The Goal is to make sure the area is clean of Debri & maintained as it is a memorilize for my son and I want to keep his memory Alive.

Lettering to appear on Adopt-A-Highway Sign – *Websites & phone numbers are not allowed*

D	O	M	I	N	I	C						
M	U	H	L	B	A	C	H		W	E		
L	O	V	E		&		M	I	S	S		U

Only 12 letters or spaces per line.
Print one letter or space per box.
Leave a space between words

Section of County Highway to be adopted – *Please note groups are only allowed to adopt one section of road during the first year of Program participation.*

FIRST CHOICE	Section Number A48-05		Road Name	ALGONQUIN Rd.
From	TALAGA DR.	To	Randall Road	

Does the group have financial interest in property along this section of County Highway? ☐ yes ☒ no

SECOND CHOICE	Section Number		Road Name	
From		To		

Does the group have financial interest in property along this section of County Highway? ☐ yes ☐ no

Signature of Group Coordinator _____ Date _____

Each group shall sign an agreement with the County Board before participating in the program.

Mail to: McHenry County Division of Transportation, 16111 Nelson Road, Woodstock, IL 60098
Fax to: 815-334-4989
Email to: AdoptAHighway@McHenryCountyIL.gov
Questions? Call 815-334-4970

Submit by Email

O R D I N A N C E

Ordinance Creating a Film, Video and Photo Production Permit Policy (18)

WHEREAS, the McHenry County Board recognizes the cultural and economic benefits commercial film, video and photo production has to the County and desires to promote and encourage such activity; and

WHEREAS, because of the potential impact and disruption commercial film, video and photo production has on public services, resources and proximate private properties, it is in the public best interest to establish a permit process which will enable the County to evaluate their potential impact and disruptions, ensure recovery of costs to public services, and minimize or mitigate the disruption to private properties.

NOW, THEREFORE, BE IT ORDAINED by this McHenry County Board that Film, Video and Photo Production Permit Policy attached hereto as Exhibit A is hereby adopted; and

BE IT FURTHER ORDAINED that the Film, Video and Photo Production Permit Policy shall become effective as of the date of this Ordinance; and

BE IT FURTHER ORDAINED, that the County Clerk is hereby authorized to take all actions necessary to update the McHenry County Code of Ordinances accordingly and distribute a certified copy of this Ordinance to the Director of Planning & Development, State's Attorney's Office, McHenry County Sheriff, Deputy County Administrator and County Administrator.

DATED at Woodstock, Illinois, this 21st day of April, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

ORDINANCE

SUBJECT: Ordinance Creating a Film, Video and Photo Production Permit Policy (18)

Board / Committee Action Requested:
To enact an Ordinance establishing a Film, Video and Photo Production Permit Policy.

Background and Discussion: The McHenry County Board recognizes the cultural and economic benefits enjoyed as a result of commercial film, video and photo production and welcomes this activity in the County. However, depending on the scope and scale of such productions, there can be a considerable impact on public resources and services, as well as a disruption to the use and enjoyment of nearby private properties. By instituting a permit requirement, the County will have the ability to assess the potential impact this activity may have and ensure the costs to public services are offset and the disruption to private property can be addressed.

Impact on Human Resources: None.

Impact on Budget (Revenue; Expenses, Fringe Benefits): None.

Impact on Capital Expenditures: None.

Impact on Physical Space: None.

Impact on Other County Departments or Outside Agencies: The proposed permit requirement will enable the County to assist departments and outside agencies with recovering costs incurred due to commercial film, video and photo production.

Conformity to Board Ordinances, Policies and Strategic Plan: This action creates a new County Ordinance. In addition, this action advances the McHenry County Strategic Plan Leadership and Governance Goal 3: *Explore and implement strategies to enhance regional collaboration with the County's intergovernmental partners to leverage resources, share information, and work together to identify quality solutions to current and potential challenges.*

CHAPTER 5.36: FILM, VIDEO AND PHOTO PRODUCTION PERMIT POLICY

§ 5.36.010 PURPOSE.

The County of McHenry is committed to promote activities within the County, such as film, video and photo production, to accomplish economic development goals. Although we recognize the potential benefit of commercial filming activities in our County, the potential disruption to businesses and citizens of the community is of primary concern. Therefore, all commercial filming activities occurring within the County of McHenry, requiring public services, and/or impacting neighboring properties, must be approved by permit. Final approval of filming activities will be based on the potential disruption to businesses, public services, and citizens of the community resulting from the proposed filming activities.

§ 5.36.020 DEFINITIONS.

FILM PRODUCTION PERMIT. A permit issued in accordance with the procedures and provisions in this chapter.

FILMING ACTIVITIES. All activity attendant to staging or shooting commercial motion pictures, television shows or programs, commercials, digital media, still photography and student films produced to satisfy a post-secondary school course requirement at an educational institution in any medium including film, tape or digital format

NEWS MEDIA: The photographing, filming or videotaping for the purpose of spontaneous, unplanned television news broadcasts ("breaking news") or reporting for print media by reporters, photographers or camerapersons.

STUDIO: A fixed place of business certified as such by a local fire authority having jurisdiction where filming activities (motion or still photography) are regularly conducted upon the premises.

COUNTY ADMINISTRATOR. The Administrator of the County of McHenry, Illinois, or his/her designee.

§ 5.36.030 PERMITS AND EXEMPTIONS.

Permit required: No person shall use any public or private property for the purpose of taking motion pictures, television, digital media or commercial still photography without first applying for and receiving a permit from the Office of the County Administrator.

Exemptions:

1. The County of McHenry

2. News Media: The provisions of this Chapter shall not apply to or affect reporters, photographers or camerapersons in the employ of a newspaper, news service, or similar entity engaged in creating supplemental "B-roll" footage or on-the-spot print media, publishing or broadcasting, of news evens concerning those persons, scenes or occurrences which are in the news and of general public interest.

3. Personal/Family Video: The recording of visual images (motion or still photography) solely for private personal use, and not for commercial use.

4. Studio Filming: Filming activities (motion or still photography) conducted at a studio.

§ 5.36.040 PERMIT STRUCTURE AND FEES.

Film, video and photo production activities in the County of McHenry ("County") are classified on three different levels. They are:

LEVEL 1 – Filming activities that do not require access to County property or provision of public services of any kind. These activities would normally take place on private property and should cause no disruptions, including noise disruptions, to other property owners or businesses and no changes in traffic flow or parking.

Permit Fee Requirement: None

LEVEL 2 – Filming activities that require access to County owned properties, County owned equipment on standby, public right-of-way, the direct involvement of any public resources and/or agencies, and/or impact on surrounding properties, such as private property, with regards to lights, sound, access, or disruption of peaceful enjoyment. Activities on this level would normally include one or more of the following elements: street closings or changes in normal traffic patterns, parking requirements or restrictions, disruptions to business, private property owner or resident, multiple locations or advance location "setup".

Fee Requirement: A location fee of $300 per day/per location is required for the use of County property plus the cost of services provided and/or facility rental.

LEVEL 3 – Filming activities that include any elements of Level 2 but are of a scale or magnitude that will cause major disruptions to the community and its businesses for

extended lengths of time. Production activities on this level need to meet all of the Level 2 requirements plus McHenry County Board approval.

Fee Requirement: A location fee of $500 per day/per location is required for the use of County property plus the cost of services provided and/or facility rental.

§ 5.36.050 GENERAL RESTRICTIONS.

No production activities shall be conducted before the hour of seven o'clock (7:00) AM or after the hour of ten o'clock (10:00) PM, Monday through Saturday, or between the hours of ten o'clock (10:00) AM or after the hour of five o'clock (5:00) PM on Sundays, if such operations by their nature will alarm or disturb another or create a disturbance of the peace. Special permission may be granted for film activities after ten o'clock (10:00) PM and before seven o'clock (7:00) AM if prior approval is received from a majority of affected business owners and/or residents. Approvals for extended hours may only be granted by the County Administrator, in advance, on a case-by-case basis.

§ 5.36.060 NOTIFICATION OF NEIGHBORS.

Once the application for permit has been approved by the Office of the County Administrator, the applicant must notify all owners of record and occupants of all property situated within a ¼ mile in each direction measured from the property lines of each separate film production location of the proposed film production within 24 hours of approval. The notice must be either delivered personally or via flyer. The notice shall contain a written description of the proposed film production, including the proposed production schedule, the film production location(s), the type of film production activities, and film production equipment the applicant proposes to use.

§ 5.36.070 INSURANCE REQUIREMENTS.

The permit applicant shall take out and maintain during the life of this permit the following insurance, as specified by the insertion of policy limits. The permit application must be accompanied by a certificate of insurance, issued by a company acceptable to the County of McHenry and authorized to do business in the State of Illinois. The Owners Protection Liability Insurance (if indicated) can be substituted by naming the County of McHenry as an additional assured under the Comprehensive General Liability Insurance, with provisions acceptable to the County.

1. WORKERS' COMPENSATION:

Coverage A – Statutory

2. COMPREHENSIVE GENERAL LIABILITY:

Bodily Injury:	Each Person -	$1,000,000
	Each Occurrence -	$3,000,000
Property Damage:	Each Person -	$1,000,000

3. AUTOMOBILE LIABILITY:

Bodily Injury:	Each Person -	$1,000,000
	Each Occurrence -	$3,000,000
Property Damage:	Each Person -	$1,000,000
	In Aggregate -	$5,000,000

4. OWNER PROTECTIVE LIABILITY: (with County names insured)

Bodily Injury:	Each Person -	$1,000,000
	Each Occurrence -	$3,000,000
Property Damage:	Each Person -	$1,000,000
	In Aggregate -	$5,000,000

§ 5.36.080 PERMIT PROCESS.

The process for securing a permit for film, video or photo production activities in the County of McHenry begins with the Office of the County Administrator.

After the **Permit Application** is complete it must be submitted to the Office of the County Administrator for review. During the review process the County Administrator will determine what additional departmental approvals, notifications, or cost estimates are required. These requirements will be listed on the **Special Requirements Check List**. The County Administrator will make the initial determination as to what level of permit is required and issue the proper application. This determination is subject to change based on the County Administrator's assessment of the actual scope of filming and impact on public resources and the community. The applicant must then meet with all listed departments, agencies or organizations for project review or cost estimates.

Applicant must also provide proof of insurance, fill out and sign the hold harmless agreement and, if required, provide copies of release forms or contracts with private property owners.

All required location fees, deposits or bonds are due on or before the day of issuance of the permit. THERE ARE NO EXCEPTIONS. All other fees and service charges are due upon invoice from the respective departments.

After approval by the various departments, provision of required documents, and final approval by the County Administrator, applicant will be given a copy of the permit and copy will be sent to each department. If the permit sought is a Level 3 permit, McHenry County Board approval is required.

§ 5.36.090 APPEALS PROCESS.

A. Appeal Process. An applicant may appeal a decision of the County Administrator to the Planning, Environment & Development Committee. Said appeal shall be made in writing within ten (10) calendar days from the date of receipt of the decision. The protestor shall be notified of the time and date when the appeal shall be considered and afforded a reasonable opportunity to state its position. Any party whose interests may be adversely affected by a protest or appeal shall also be notified and have the right to appear for the purpose of protecting those interests.

B. Decision. The Planning, Environment & Development Committee shall hear the appeal at a regularly scheduled committee meeting and shall promptly issue a decision. The decision of the Planning, Environment & Development Committee shall be final and conclusive.

O R D I N A N C E

An Ordinance Amending Ordinance O-202310-06-062 and the County Purchasing Ordinance Table of Contents and Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, and 16

WHEREAS, on October 17, 2023, the County Board of McHenry County, IL, approved revisions to the County Purchasing Ordinance O-2023-06-062, effective November 1, 2023, updating how all County Departments are to conduct procurement of goods and services; and

WHEREAS, over the past two and a half years, there have been reviews and comments by staff about potential improvements to the Purchasing Ordinance, and a need to clarify certain parts of the Purchasing Ordinance; and

WHEREAS, there have been significant position changes in Procurement and Administration; and

WHEREAS, the County Administrator, Chief Financial Officer, and Assistant County Administrator agree that substantial changes to the Office of Procurement are necessary; and

WHEREAS, after review and discussion regarding the current Purchasing Ordinance, County Administration recommends amending the current Purchasing Ordinance O-2023-06-062 as presented on the attached redlined pages (attached hereto and made a part hereof) to improve efficiency of procurements and governance of procurement for all departments; and

WHEREAS, the Administrative Services and Finance and Audit Committees have reviewed the revised articles of the County Purchasing Ordinance.

NOW, THEREFORE BE IT ORDAINED, by this County Board of McHenry County, IL that the following sections of the County's Purchasing Ordinance are hereby amended with the following language for the Table of Contents and Article 1 – General Provisions, Article 2 – Office of the Director of Purchasing, Article 3 – Source Selection and Contract Formation, Article 4, Professional Services and Requests for Proposals, Article 5 – Non-Competitive Procurement, Emergencies, and Small Purchases, Article 6 – Cost or Pricing Data and Analysis, Article 7 – Contract Management Policy, Article 8 – Contract Execution, Article 9 – Contract Changes, Article 10 – Cooperative Procurement, Article 12 – Appeals and Remedies, Article 13 – Debarment, Article 14 – Purchase Orders, and Article 16 – Market Competitive Procurements; and additional miscellaneous grammatical and punctuation corrections as needed; and

BE IT FURTHER ORDAINED, that upon approval by the County Board of McHenry County, IL, that this revised Procurement Ordinance supersedes all previous McHenry County Purchasing Ordinances; and

BE IT FURTHER ORDAINED, that the County Clerk is hereby authorized to distribute a certified copy of this Ordinance to the County Administrator, Chief Financial Officer, County Auditor, and all Elected and Appointed Department Heads.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____

Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

ORDINANCE

SUBJECT: An Ordinance Amending Ordinance O-202310-06-062 and the County Purchasing Ordinance Table of Contents and Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, and 16

Board / Committee Action Requested: To approve the Ordinance updating and amending the County Purchasing Ordinance.

Background and Discussion: These changes make efficiency improvements to the Ordinance. They also codify changes recommended by the new County Administration Team. These changes save long-term costs by eliminating the Office of the Director of Procurement & Special Services and organizing a Procurement Division under the supervision of the Chief Financial Officer.

Operationally, these changes clarify Cooperative Procurement and Market Competitive Procurement. This does not change purchasing dollar thresholds for bids or increase department discretionary spending.

Impact on Human Resources: This eliminates the Office of Director of Procurement & Special Services

Impact on Budget (Revenue; Expenses, Fringe Benefits): Eliminating the Office of Director of Procurement & Special Services will save over $100,000 annually on personnel costs.

Impact on Capital Expenditures: None

Impact on Physical Space: Office reorganization as part of this change will support long-term space needs by opening desirable office space to other departments in need of a change.

Impact on Other County Departments or Outside Agencies: Certain procurements will be more efficient for several departments.

Conformity to Board Ordinances, Policies and Strategic Plan: These changes support the County Purchasing Ordinance, related policies and 2025-2028 Strategic Plan Goals Leadership and Governance (2) and Organizational Advancement (1-4).

P~~URCHASING~~ROCUREMENT ORDINANCE FOR THE COUNTY OF McHENRY, ILLINOIS

Revised 8/1/2014
Revised 12/1/2015
Revised 4/1/2018
Revised 8/1/2019
Revised 6/1/2021
Revised 11/1/2023
Revised 3/30/2026

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McHENRY COUNTY ~~PURCHASING~~ PROCUREMENT ORDINANCE

ARTICLE 1 – General Provisions

S1-101 POLICIES AND PROCEDURES

The underlying purpose and policies of this Ordinance are to manage the Procurement process in accordance with law; spend taxpayer money wisely and fairly; encourage fair and equitable treatment through broad-based competition; protect against fraud, favoritism, extravagance and corruption; obtain the best commodities and Services at the lowest price practicable; provide safeguards for the maintenance of a Procurement system of quality and integrity; and meet the needs of McHenry County through continuous improvement of purchasing systems and procedures.

S1-102 APPLICATION

This Ordinance applies to all Contracts for the Procurement of Goods and Supplies, Equipment, Services, Construction, and Professional Services with the exception of the Division of Transportation as outlined within the specific sections of this Ordinance, entered into by the County of McHenry after the effective date of this Ordinance unless the parties agree to its application to Contracts entered into prior to its effective date. It shall apply to every expenditure of public funds by a County Agency and all elected or appointed County Employees for public purchasing irrespective of its source, except as otherwise provided by State law, State regulation, County of McHenry Ordinance or administrative policy. When the Procurement involves the expenditure of State or Federal assistance or Contract funds, the Procurement shall be conducted in accordance with any applicable mandatory State and/or Federal law(s). Nothing in this Ordinance shall prevent any County Agency from complying with the terms and conditions of any grant, gift, bequest, or Cooperative ~~Purchasing~~ Procurement agreement that is otherwise consistent with law. The County may adopt administrative procedures to ensure compliance with this Ordinance, and those procedures may be more restrictive than required by statute. This Ordinance does not apply to the Procurement of legal Services.

S1-103 PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be a public record subject to disclosure to the extent provided in the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

S1-104 REQUIREMENT OF GOOD FAITH

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

S1-105 PROPERTY RIGHTS

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

S1-106 SEVERABILITY

If any provision of this Ordinance or any application thereof to any Person or circumstances is held invalid, such invalidity shall not affect other provisions or application of this Ordinance which can

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

S1-107 SINGULAR-PLURAL GENDER RULES

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

S1-108 DEFINITIONS

The words defined in this Section shall have the meanings set forth below whenever they appear in this Ordinance.

1) Architectural, Engineering, and Land Surveying Services. Those Professional Services within the scope of practice of architecture, professional engineering, structural engineering, or land surveying, as defined by the laws of the State of Illinois.

2) Bid. An advertised, open, competitive solicitation for prices that are opened publicly.

3) Bid Security. A guaranty that the bidder will enter into a Contract if an offer is presented within the specified period of time; bidder's failure to do so will result in forfeiture of the Bid Security.

4) Blind Trust. An independently managed trust in which the employee- beneficiary has no management rights and in which the employee- beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.

5) Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

6) Change Order. Any written alteration in Specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any Contract accomplished by the mutual consent of the parties to the Contract. Where required, a Change Order will amend a contract's Purchase Order.

7) Confidential Information. Any information which is available to an Employee only because of the Employee's status as an Employee of the County and is not a matter of public knowledge or available to the public via a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

8) Construction. The process of building, altering, repairing, improving, demolishing, making structural repairs or other capital improvements to any public real property.

9) Contract. All types of agreements, regardless of what they may be called, for the Procurement of Goods and Supplies, Services, Construction, or Professional Services that are legally binding promises enforceable by law. For purposes of this document only, the term Contract does not include nor encompass County Employment Contracts.

10) Contract Employee. See Independent Contractor.

11) Contract File. A record maintained in the ~~Purchasing~~ Procurement~~Department~~ ~~which~~Division which may include a requisition, Purchase Order, Contract documents and/or related

correspondence, excluding employment Contracts and Contracts that contain information that falls under HIPPA laws.

12) Contract Renewal. A continuation for an additional period under the original terms and conditions, where the renewal clause is included in the Bid document. If the Bid document does not include the terms and conditions of a renewal, any continuation of the Contract is considered a new Contract, which must be re-bid.

13) Contractor. Any Person having a Contract with the County or a Using Agency thereof.

14) Cooperative ~~Purchasing~~Procurement. Procurement conducted by or on behalf of more than one Public Procurement Unit.

15) Cost Analysis. The evaluation of Cost Data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

16) Cost Data. Factual information concerning the cost of labor, material, overhead, and other cost elements which have been actually incurred or which are expected to be incurred by the Contractor in performing the Contract.

17) Cost-Reimbursement Contract. A Contract under which a Contractor is reimbursed for costs which are allocable in accordance with the Contract terms and the provisions of this Ordinance, and a fee or profit, if any.

18) County (Public) Agency. A County officer, department, Elected Official, commission, board, Employee, or agency.

19) Debar. To remove a Person for cause from consideration for award of Contracts.

20) Direct or Indirect Participation. Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any Specification, or Procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

21) Emergency Purchase. Procurement obtained in circumstances which include threats to public health or safety, where immediate repairs to County property are required to protect or prevent against further loss or damage, or where immediate action is needed to prevent or minimize serious disruption to County services.

22) Employee. An individual drawing a salary or wages from the County of McHenry, whether elected or not.

23) Equipment. Items that are purchased or used by the County that are not Goods and Supplies and which are not expendable except through depreciation or wear and tear, and which do not lose their identity or become integral parts of other items or installations.

24) Finance & Audit Committee. The Committee established by the McHenry County Board to review and recommend appropriation budgets and expenditure of funds for all using agencies.

25) Financial Interest.

a. ownership of any interest or involvement in any relationship from which, or as a result of which, an individual within the past year has received, or is presently or in the future entitled to receive, more than $1,200.00 per year, or its equivalent
b. ownership of 5% of any property or Business; or
c. holding a position in a Business such as officer, director, trustee, partner, employee, or holding any position of management.

26) F.O.B. Free on Board.

27) Goods and Supplies. All personal property relating to the maintenance, repair and operating materials necessary to sustain day to day County operations.

28) Gratuity. A payment, loan, subscription, advance, and deposit of money, Service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

29) IDOT. Illinois Department of Transportation.

30) Immediate Family. Husband, wife, mother, father, mother-in-law, father- in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, uncle, aunt, brother-in-law, and sister-in-law.

31) Independent Contractor. A Person hired to accomplish a given result who has the right to control or direct his, her or its own work as to details and means by which the desired results are achieved. Compare with Employee.

32) Invitation for Bids. A formal request to vendors soliciting price Quotations or Bids, which contains or incorporates by reference the Specifications or scope of work and all contractual terms and conditions, and includes all documents, whether attached or incorporated by reference, utilized for soliciting price Quotations or Sealed Bids.

33) Market Competitive Procurement. A Market Competitive Procurement is a good that is sold by multiple vendors, is readily available through retail sale, and/or a bid for said goods or services results in a percentage over retail cost as determined by the ~~Purchasing Director~~Procurement Division. Usually a small purchase per S5-104, procurement of this good may be made by departments following Article 16 of this Ordinance, without the need for a Board Resolution.

34) Material Alteration. Any construction, repair, reconstruction, rehabilitation, addition or improvement of a County owned, leased or rented building or structure, which appreciatively affects or influences its function, use or appearance.

35) Person. Any individual or group of individuals, Business, union, firm, corporation, trustee, partnership, association, joint venture, committee, club, or other entity.

36) Price Analysis. The evaluation of Price Data, without analysis of the separate cost components and profit as in Cost Analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

37) Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical

selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

38) Procurement. The buying, purchasing, renting, leasing, or otherwise acquiring of any Goods and Supplies, Services, Equipment, Construction, or Professional Services. It also includes all functions that pertain to the obtaining of any Goods and Supplies, Services, Equipment, Construction, or Professional Services, including description of requirements, selection, and solicitation of sources, preparation and award of Contracts, and all phases of Contract administration.

39) Procurement Executive Summary. The Procurement Executive Summary (PES) is a document produced by the ~~Purchasing Department~~Procurement Division for each Bid or RFP completed needing Board approval. The PES shows the bid number and name, the recommended vendor, amount or estimate of total award, bid or RFP due date, number of bids or proposals received, whether or not the procurement is subject to prevailing wage or is proprietary, an award statement, and a simplified chart showing responsive and responsible bidders and their respective costs for the Bid or RFP. ~~Purchasing~~ Procurement provides each department a copy of the PES for any solicitation on behalf of the County. The PES is included with each contract approval that comes to the County Board.

40) Professional Services. The Services of a Person possessing a high degree of professional skill where the ability or fitness of the Person plays an important part and the primary reason for contracting with the Person is the County's confidence, trust, and belief in his or her talent and ability to perform the Services. Professional Services include, but are not limited to, appraisers, architects, engineers, accountants, land surveyors, psychologists, physicians, and other health care professionals. A Contract is one for Professional Services when the County's need for the Services is necessarily dependent upon the particular skill, ability, judgment and talent of the Person performing the Services.

~~41) Progressive Purchase Order. A Purchase Order which allows for multiple payments throughout the Contract period.~~

~~42)~~41) Proprietary Procurement. The situation resulting from the inability to obtain competitive Bids, which may result because only one vendor or supplier possesses the unique ability to meet the particular requirements of the solicitation. Proprietary Procurement requires written justification from the requesting department explaining why there is only one source. Such justification will be reviewed and co-signed by the ~~Director of Purchasing~~Procurement Division for validity.

~~43)~~42) Public Procurement Unit. The State of Illinois, any county, city, town, and any other subdivision of the state, or public agency of any such subdivision, public authority, educational, health, or other institution, any agency of the United States, and to the extent provided by law, any other entity which expends public funds for the Procurement of Goods and Supplies, Services, Equipment, Construction, and Professional Services.

~~44)~~43) Public Works Projects. Public Works Projects means any fixed work construction, improvement or demolition by any public body that is funded or financed in whole or in part with public funds.

~~45)~~44) Purchase Order. A written order signed and issued by the ~~Director of Purchasing~~Procurement Division directing a vendor to provide Goods, Supplies, Services, Equipment, Construction, or Professional Services to McHenry County.

~~46)~~45) Purchase Order Change (Internal Purpose). Revision to a Purchase Order approved by the ~~Director of Purchasing~~Procurement Division to record a change necessitated by accounting or other management procedures. Includes amendments to vendor's company name or address, rate adjustments specifically provided for in the original Contract and Contract Changes specified in Article 9 of this Ordinance.

~~47)~~46) Purchase Requisition. An internal document, by which a department sends, to the ~~Purchasing Department~~Procurement Division, details of Goods and Supplies, Services, Equipment, Construction, or Professional Services to meet its needs for a specific job.

~~48)~~47) Quote/Quotation. Informal pricing obtained for the purchase of Goods and Supplies, Services, Equipment, Construction, or Professional Services.

~~49)~~48) Request for Proposals (RFP). All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

~~50)~~49) Request for Qualification (RFQ). Documentation requested for Professional Services including but not limited to a list of professional references and similar work performed.

~~51)~~50) Responsive and Responsible Bidder. A Person who has the capability in all respects to perform fully the Contract requirements contained in the Invitation for Bids, has the capacity, facilities, equipment, and credit which will assure good faith performance, and has submitted a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. Responsible bidders on Public Works Projects may also have apprenticeship and training programs which fit the needs of the Public Works Project. Those criteria that will affect the Bid price and be considered in evaluation for award shall be objectively measurable, such as quality of the articles supplied; their conformity with the Specifications; their suitability to the requirements of the County; availability of support Services; uniqueness of the Goods and Supplies, Equipment, or Services as it applies to networked, integrated computer systems; compatibility to existing Equipment; and the delivery terms. The County Board also may take into consideration whether a bidder is a private enterprise or a State-controlled enterprise and, notwithstanding any other provision of this Section or a lower Bid by a State-controlled enterprise, may let a Contract to the lowest Responsible Bidder that is a private enterprise. The Invitation for Bids shall set forth the evaluation criteria to be used. No criteria may be used in the Bid evaluation unless they are set forth in the Invitation for Bids. A responsive bidder is a vendor or contractor who submits a bid that fully meets all the requirements and specifications outlined in the solicitation documents. This includes adhering to all terms, conditions, and deadlines specified in the bidding process.

A Responsive and Responsible Bidder is not a Person who has:

1) a conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private Contract or subcontract, or in the performance of such Contract or subcontract; or

2) a conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense

indicating a lack of business honesty which currently, seriously, and directly affects responsibility as a County Contractor; or

3) a conviction under state or federal antitrust statutes arising out of the submission of Bids or proposals; or

4) violated Contract provisions, as set forth below, which is regarded by the ~~Director of Purchasing~~Chief Financial Officer to be so serious as to find them non-responsible:

   i. deliberate failure without good cause to perform in accordance with the Specifications or within the time limit provided in the Contract; or

   ii. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more Contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for debarment; or

5) committed any other acts which the ~~Director of Purchasing~~Chief Financial Officer determines to be so serious and compelling as to affect responsibility as a County Contractor, including debarment by another governmental entity for any cause listed in this Ordinance; or

6) violated the ethical standards set forth in Article 11.

~~52)~~51) Services. The furnishing of labor, time, or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This definition shall not apply to employment agreements, collective bargaining agreements or to the definition of Professional Services as provided in this Ordinance

~~53)~~52) Specification. Description of the physical or functional characteristics or of the attributes of Goods and Supplies, Equipment, Services, Construction, or Professional Services upon which a purchase order or contract is to be based. It may include a description of any requirement for inspecting, testing, or preparing Goods and Supplies, Services, or Construction items for delivery. Specifications set forth the characteristics of the property and/or service to be purchased as to enable the vendor to determine and understand that which is to be supplied. Specifications must be written to ensure the quality of the item is suited to its intended use and eliminates unnecessary features or frills.

~~54)~~53) Standing Committee. Any committee established by the McHenry County Board with specific Using Agency jurisdiction and responsibilities.

~~55)~~54) Stringing. Dividing or fragmenting multiple purchases with intent to circumvent any of the provisions of this Ordinance.

~~56)~~55) Surplus Property. Property including Goods and Supplies and Equipment that exceeds the reasonably foreseeable needs of the County or no longer has any use to the County.

~~57)~~56) Unauthorized Purchase. An Unauthorized Purchase occurs when the materials, Services, or any expense is charged to the County of McHenry by a Person who has not been given such authority. Unauthorized Purchases include procuring Goods and Supplies, Equipment, Construction, or Services (including Professional Services) without following the provisions of this Ordinance. The individual making an Unauthorized Purchase may incur a

personal obligation to the vendor or the County for the expense even though the Goods and Supplies, Equipment, Construction, or Services (including Professional Services) are used for County business.

~~58)~~57) Used Equipment. Equipment that: (a) has been in service for at least one- half of its commercially reasonable life, or if its life is less than 24 months, is at least one year old; or (b) is a floor or demonstration model that is offered at a price at least twenty-five percent (25%) below current market price; or (c) is otherwise determined by the ~~Director of Purchasing~~Procurement Division on a case-by-case basis to be a bona fide used item.

~~59)~~58) Using Agency. Any County department requiring Goods and Supplies, Equipment, Services, Construction, or Professional Services procured pursuant to this Ordinance.

ARTICLE 2 – ~~Office of the Director of Purchasing~~Procurement Division

S2-101 AUTHORITY AND DUTIES

1) Principal Public ~~Purchasing~~ Procurement Official. Except as otherwise provided herein, the ~~Director of Procurement & Special Services~~Chief Financial Officer shall serve as the ~~Director of Purchasing and~~ principal public ~~purchasing~~ procurement official for the County, and shall be responsible for the Procurement of Goods and Supplies, Equipment, Services, Construction, and Professional Services in accordance with this Ordinance, as well as the management and disposal of Surplus Property.

2) Duties. In accordance with this Ordinance, and subject to the supervision of the McHenry County Board, the Finance and Audit Committee, and the County~~'s Deputy~~ Administrator, the ~~Director of Purchasing~~Procurement Division shall:

   a. procure or supervise the Procurement of all Goods and Supplies, Equipment, Services, Construction, and Professional Services needed by the County, with the exception of policies as determined by IDOT for the Division of Transportation;

   b. sell, trade, transfer, or otherwise dispose of Surplus Property belonging to the County;

   c. Departments shall forward to the ~~Purchasing Department~~Procurement Division suggested Specifications as defined in S1-108 (53). The ~~Purchasing Department~~Procurement Division shall finalize, issue, revise, maintain, and monitor the use of Specifications required by the County except that Specifications for any public work involving professional engineering shall be prepared by a professional engineer.

      Specifications for Construction and maintenance of highways, bridges, and culverts shall be prepared by the Director of Transportation/County Engineer. All Specifications, including those prepared for the County by architects, engineers, designers, and draftsmen, shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs, and shall not be unduly restrictive.

      Requirements for purchase of computer software ~~using General Fund monies~~ shall be in accordance with and as specified in the County of McHenry Software Management Policy~~ Sections 4.1.4 and 4.1.5 as adopted in December 2012~~. All functional Specifications shall be drafted with the assistance of the Information Technology

Department to promote standardization of software through selected providers/vendors. Existing software infrastructure, already in existence at the County, should always be explored first to determine whether it can address the need. The Information Technology Department will provide guidance and direction for software acquisition to the ~~Purchasing Department~~Procurement Division in compliance with this Ordinance.

d. establish and maintain programs for Specifications development, Contract administration and inspection and acceptance, in cooperation with the public agencies using the Goods and Supplies, Equipment, Services, Construction, and Professional Services;

e. obtain expert advice and assistance from personnel of using agencies in the development of Specifications and may delegate in writing to a Using Agency the authority to prepare and utilize its own Specifications.

f. have discretion to select the appropriate method of Construction contracting management for a particular project. In determining which method to use, the ~~Director of Purchasing~~Procurement Division shall consider the County's requirements, its resources, and the potential Contractor's capabilities. The ~~Director of Purchasing~~Procurement Division shall execute, and include in the Contract File, a written statement setting forth the facts which led to the selection of a particular method of Construction contracting management for each project.

3) ~~Purchasing~~ Procurement Operational Procedures. Consistent with this Ordinance, and with the approval of the Finance and Audit Committee and ~~Deputy Administrator~~Chief Financial Officer, ~~the Director of Purchasing~~Procurement may adopt operational procedures relating to the execution of his/her duties.

4) Management and Disposal of Surplus Property. The ~~Director of Purchasing~~Procurement Division shall have the authority to:

a. manage the use and allocation of Goods and Supplies and Equipment during their entire life cycle; and

b. determine whether the sale, lease, or disposal of Surplus Property is to be conducted by public auction, competitive sealed bidding, or by any other appropriate method.

5) Allocation of the Proceeds from Sale or Disposal of Surplus Property. The ~~Director of Purchasing~~Chief Financial Officer shall allocate net proceeds from the sale, lease, or disposal of Surplus Property back to the appropriate fund.

6) ~~Purchasing~~ Procurement Determinations. ~~The Director of Purchasing~~Procurement shall work cooperatively with all departments in making determinations relative to the purchase of Goods and Supplies, Equipment, Services, Construction, and Professional Services.

S2-102 MAXIMUM PRACTIBLE COMPETITION

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

S2-103

- Cancellation or Rejection of Bid/RFP/RFQ or any Solicitation. An Invitation for Bids, a Request for Proposals, or other solicitation may be canceled, or any or all Bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. Each solicitation issued by the County shall state that the solicitation may be canceled by the ~~Director of Purchasing~~ Procurement Division and that any Bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. The reasons therefor shall be made part of the Contract File. Notice of cancellation shall be sent to all Businesses solicited. The notice will be electronically posted and shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future Procurements of similar items.

ARTICLE 3 – Source Selection and Contract Formation

S3-101 COMPETITIVE SEALED BIDDING

An openly publicized competitive process for the Procurement of Goods and Supplies, Equipment, Services, and Construction is the most effective means of determining the lowest cost from a responsible source and shall be utilized whenever possible. Purchases of Goods and Supplies, Equipment, Services, and Construction, except for Professional Services (which are governed by S4-101 and S4-102), where the total cost exceeds $30,000 shall be subject to competitive sealed bidding. This Section shall be applicable to all Contracts except as otherwise provided in Sections S1-102; S4-102; S5- 101; S5-102; S5-103; S10-103, or as provided by State Statute.

S3-102 PROCEDURES

1) Invitation for Bids. An Invitation for Bids shall be issued and shall include directions to all Specifications, and all contractual terms and conditions applicable to the Procurement.

2) Public Notice. Adequate public notice of the Invitation for Bids shall be given, not less than ten (10) calendar days prior to the date set forth therein for the opening of Bids. Such notice shall include publication in a newspaper of general circulation within the County and internet posting on the County website, not less than ten (10) days prior to the opening of Bids. The public notice shall include direction to ~~state~~ the place, date, and time of Bid opening.

3) Requirement for Bid Security. Bid Security shall be required for all competitive sealed bidding for Construction Contracts when the price is estimated by the ~~Director of Purchasing~~Procurement Division to exceed $~~25,000.00~~30,000. Bid Security shall be a bond provided by a surety company authorized to do business in the State of Illinois, or a certified check, bank draft or cashier's check or otherwise supplied in a form satisfactory to the County. Nothing herein shall prevent the requirement of such bonds on Construction Contracts under $~~25,000.00~~30,000 when the circumstances warrant.

4) Amount of Bid Security. Bid Security shall be in an amount equal to at least ten percent (10%) of the amount of the Bid except for the Division of Transportation, which should be at least five percent (5%).

5) Bid and Performance Bonds on Goods and Supplies, Services, or Construction Contracts. Bid and performance bonds or other security may be requested for Goods and Supplies, Equipment, Services, or Construction Contracts as the ~~Director of Purchasing~~Procurement Division or head of a Using Agency deems advisable to protect the County's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder's responsibility. When a Construction Contract is awarded in excess of $30,000, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the Contract:

    a. a performance bond satisfactory to the County, executed by a surety company authorized to do business in the State, or other security in a form satisfactory to the County, in an amount equal to one-hundred ten percent (110%) of the price specified in the Contract; and

b. a payment bond satisfactory to the County, executed by a surety company authorized to do business in the State or otherwise secured in a manner satisfactory to the County, for the protection of all Persons supplying labor or material to the Contractor or its subcontractors for the performance of the work provided for in the Contract. The bond shall be in an amount equal to one- hundred ten percent (110%) of the price specified in the Contract.

6) Reduction of Bond Amounts. After notice to the Finance & Audit Committee of the County Board, the ~~Director of Purchasing~~Chief Financial Officer is authorized to reduce the amount of the performance and payments bonds to fifty percent (50%) of the Contract price for each bond when a written determination is made that it is in the bests interests of the County to do so.

7) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in subsection (5) of this Section.

8) Rejection of Bids for Noncompliance with Bid Security Requirements.
When the ~~Invitation for~~ Bid~~s~~ requires security, and ~~noncompliance requires that the Bid be unless~~ it is determined that the Bid fails to comply only due to lack of security, vendor may be an opportunity to cure within 24 hours of the bid opening. ~~in a non-substantial manner with the security requirements. FIX TO READ BIDDER TO BE GRANTED 24 HOURS~~

9) Withdrawal of Bids. If a bidder is permitted to withdraw its Bid before award as provided in subsection (14) of this Section, no action shall be had against the bidder or the Bid Security.

10) Bid Opening. Sealed Bids must be in writing and shall be opened publicly in the presence of one or more witnesses at the time and place designated in the ~~Invitation for~~ Bid~~s~~. The amount of each Bid, and such other relevant information as the ~~Director of Purchasing~~Procurement Division deems appropriate, together with the name of each bidder shall be recorded. The record and each Bid shall be open to public inspection in accordance with Section S1-103.

11) Late Bids. No Bids received after the time specified in the Bid information will be considered. It is the bidder's responsibility to see that the Bid is delivered ~~by the~~on time and using the delivery method ~~at the place~~ specified. All Bids received after the specified time will be recorded as late, and the submission time will be noted and saved to the bid file. Vendors will be notified via e-mail that their bid was ~~marked~~ "Received too late for consideration.~~,~~" ~~signed by the purchasing official~~ ~~and bidder notified. returned to bidder by the same method unopened. Subject to IT validation and give time received.~~All Vendor challenges to submission time will be subject to County IT verification.

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12) Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Ordinance. Bids shall be evaluated based on the requirements set forth in the ~~Invitation for~~ Bid~~s~~, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose and those criteria set forth in S1-108(48) of this Ordinance. Alternative Bids may be considered and accepted provided they are specifically provided for in the ~~Invitation for~~ Bid~~s~~ and meet the evaluation criteria set forth therein.

~~13) Cancellation or Rejection of Invitations for Bids or Requests. An Invitation for Bids, a Request for Proposals, or other solicitation may be canceled, or any or all Bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause~~

~~and in the best interests of the County. Each solicitation issued by the County shall state that the solicitation may be canceled by the Director of Purchasing and that any Bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. The reasons therefor shall be made part of the Contract File. Notice of cancellation shall be sent to all Businesses solicited. The notice will be electronically posted and shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future Procurements of similar items.~~

~~14)~~13) Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous Bids before or after Bid opening, or cancellation of awards or Contracts based on such Bid mistakes, may be permitted where appropriate. Mistakes discovered before Bid opening may be modified or withdrawn by written or electronically transmitted notice received in the office designated in ~~the Invitation for~~ Bid~~s~~ prior to the time set for Bid opening. Written confirmation of the Bid shall be mailed or delivered the same day. After Bid opening, corrections in Bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the Bid price actually intended. After Bid opening, no changes in Bid prices or other provisions of Bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of Bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its Bid if:

a. the mistake is clearly evident on the face of the Bid document but the intended correct Bid is not similarly evident; or

b. the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

All decisions to permit the correction or withdrawal of Bids, or to cancel awards or Contracts based on Bid mistakes, shall be supported by a written determination made by the ~~Director of Purchasing~~Procurement Division.

~~15)~~14) Award. The Contract shall be awarded with reasonable promptness by appropriate written notice to the lowest Responsible Bidder whose Bid meets the requirements and criteria set forth in the ~~Invitation for~~ Bid~~s~~. In the event the lowest responsible Bid exceeds estimated costs or available funds, and such Bid does not exceed such costs or funds by more than ten percent (10%), the ~~Director of Purchasing~~Procurement Division is authorized, when time or economic considerations preclude re-solicitation of work on a reduced scope, to negotiate an adjustment in the Bid price with the lowest Responsible Bidder in order to bring the Bid within the amount of budgeted funds. Contracts shall be awarded according to the following considerations:

a. Lowest and Best Bid. The awards will be made to the lowest Responsive and Responsible Bidder, availability of funds and all other relevant factors, provided the Bid meets the Specifications and other requirements of the Bid information.

b. Cash Discounts. In determining the lowest Bid, cash discounts, when stated separately, will be taken into account, unless stated otherwise in the Bid information.

c. Trade and Quantity Discounts. Trade and Quantity Discounts may be indicated but should always be deducted by the bidder in calculating the unit price quoted.

d. Illinois Sales, Service and Use Tax. Bidder should not include Retailers' Occupation Tax, Use Tax or Federal Tax in the Quotation. Receipts from sales to the County are normally exempt from these taxes.

e. Unit Price Governs. In case of a mistake in the extension of a price, the unit price will govern unless otherwise stated in the Bid information.

f. Awards of Any or All Items. An award may be made to the lowest aggregate bidder for all items on an individual item basis unless otherwise stated in the Bid information. If a split award is not acceptable to the bidder, it must be so stated in the Bid.

g. Costs. Projected delivery, installation, and operational costs of Equipment may be considered.

h. Guarantees and Warranties. Terms and conditions of bidders' and manufacturers' guarantees and warranties will be considered in the evaluation of Bids.

i. Repair and Service Requirements. The bidder's or manufacturer's ability to meet specified repair and service requirements may be used in evaluating Bids.

j. Tie Bids. If two or more Bids meeting the Specifications and other requirements of the Bid information are tied for low price, the Bids will be treated as follows:

   i. if there is a significant difference in the responsibility of the bidders (including ability to deliver in the quantity and at the time required), the award will be made to the bidder who is deemed to be the most responsible.

   ii. if there is no significant difference in the responsibility of the bidders, but there is a difference in the quality of the commodities of Services offered, the Bid offering the best quality of items or Services will be accepted.

   iii. if there is no significant difference in responsibility of the bidders and no difference in the quality of the items and service offered, the Bid offering the earliest delivery time will be accepted in any case in which the Bid information specified that the needs of the County require as early delivery as possible. In all other cases, delivery time will not be considered in making awards so long as the bidder states delivery will occur not later than the time specified in the Bid information as the latest acceptable delivery time.

   iv. if the Bids quoting the same price are equal in every respect, the award may be split or made by lot.

~~16)~~15) Duration of Contracts.

a. Contracts may be issued for periods exceeding the lesser of (i) two (2) years or (ii) the amount of time between the date the Contract is entered into and the date that the new County Board shall take office after the next general election. Provided, however, that a Contract may be issued for a period not to exceed four (4) years so long as such Contract contains the proviso that the County shall have one hundred twenty (120) days after each election of County Board members to terminate the Contract without cause and without penalty. (iii) The County Board reserves the right to award contracts for

shorter or longer terms as deemed necessary to fulfill business needs of the County. ~~Purchasing~~ Procurement may issue Bids and Requests for Proposal for longer terms subject to final approval/award by the County Board.

b. Leases of Equipment and Machinery. The County Board may, upon the affirmative vote of two-thirds of its members, enter into one or more leases for a period not to exceed five (5) years for computer Equipment, data processing machinery, and software as may be required.

c. Purchase or Lease of Property. The County Board may purchase or lease any real estate or personal property for public purposes under Contracts providing for payment in installments over a period of time of not more than twenty (20) years in the case of real estate, and not more than ten (10) years in the case of personal property, with interest on the unpaid balance owing not to exceed the maximum rate authorized by the Bond Authorization Act, as amended at the time of the making of the Contract.

~~17)~~16) Insurance.

a. General. The successful bidder shall maintain for the duration of the Contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

   i. Commercial General Liability in a broad form, to include but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than $1,000,000 per occurrence and $2,000,000 in the aggregate;

   ii. Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non- Ownership; limits of liability not less than$1,000,000 per occurrence, combined single limit for bodily Injury Liability and Property Damage Liability;

   iii. Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with a minimum limit of $100,000 for each incident.

b. Insurance Requirements for Construction Contracts. For all Construction Contracts, the Contractor and all subcontractors shall be required to maintain adequate insurance coverage for the duration of the Contract. ~~The Director of Purchasing~~Procurement shall determine, in consultation with the County Administrator and the Risk Management Department, the types and amounts of coverage that shall be required. The Contractor shall have the County of McHenry, a body politic, named as an additional insured as its interest may appear and furnish the ~~Director of Purchasing~~Procurement Division with satisfactory evidence of said insurance.

c. Certificate of Insurance. The successful bidder agrees that with respect to the above required insurance that:

i. the County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies; and

ii. the contractual liability arising out of the Contract shall be acknowledged on the Certificate of Insurance by the insurance company; and

iii. the County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance; and

iv. Except as otherwise provided by law, in addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry, a body politic, as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance. The ~~Director of Purchasing~~Procurement Division shall be responsible for obtaining and maintaining all required Certificates of Insurance and Policy Endorsements; and

v. subcontractors, if any, shall comply with the same insurance requirements; and

vi. insurance notices and certificates of insurance shall be provided to:
McHenry County ~~Purchasing Department~~Procurement Division
2200 N. Seminary Avenue, Room 20~~0~~7A
Woodstock, Illinois 60098; and

vii. the County of McHenry, a body politic, ~~County~~ shall be named as additional insured for all Contracts.

~~18)~~17) Hold Harmless Clause. The successful bidder agrees to indemnify, save harmless and defend the County of McHenry, its agents, servants, and Employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any Person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by the Contract upon award.

The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the willful and wanton conduct of the County of McHenry, its agents, servants, or Employees or any other Person indemnified hereunder.

~~19)~~18) Right to Inspect Plant. The County may, at reasonable times, inspect the part of the plant, place of business, or worksite of a Contractor or subcontractor at any tier which is pertinent to the performance of any Contract awarded or to be awarded by the County.

~~20)~~19) Right to Audit Records.

a. Audit of Contract Costs. The County may at reasonable times and places, audit the books and records of any Contractor who has submitted Cost or Pricing Data pursuant to Article 6 to the extent that such books, documents, papers, and records are pertinent to such Cost or Pricing Data. Any Person who receives a Contract, Change Order, or Contract Modification for which Cost or Pricing Data is required, shall maintain such books, documents, papers, and records that are pertinent to such Cost or Pricing Data for three (3) years from the date of final payment under the Contract.

b. Contract Audit. The County shall be entitled to audit the books and records of a Contractor or a subcontractor at any tier under any negotiated Contract or subcontract other than a firm fixed price Contract to the extent that such books, documents, papers, and records are pertinent to the performance of such Contract or subcontract. Such books and records shall be maintained by the Contractor or subcontractor for a period of three (3) years from the date of final payment.

~~21)~~20) Reporting Anticompetitive Practices. When, for any reason, collusion or other anticompetitive practices are suspected among any bidders, notice of the relevant facts shall be transmitted to the State's Attorney.

~~22)~~21) County Procurement Records.

a. Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a Contract shall be maintained for the County in a Contract File by the ~~Director of Purchasing~~Procurement Division.

b. Retention of Procurement Records. All Procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules approved by the State of Illinois Local Records Commission.

~~23)~~22) Multi-Step Sealed Bidding. When it is considered impractical to prepare specifications which support an award based on price, an Invitation for Bids may be issued requesting the submission of unpriced offers to be followed by an Invitation for Bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

S3-103 SUBMISSION OF BIDS

1) Uniformity. To provide uniformity and to facilitate comparison of Bids by the County, the bidders and interested members of the public, only Bids submitted on the Bid request form specified by the County will be acceptable. The County reserves the right to waive minor variances or irregularities.

2) Signed Bid. All Bids must be appropriately signed with an original signature of the bidder. Bids that fail to conform to the requirements will not be publicly read and will be rejected. The Bid must be signed by the Person submitting the Bid or the Person's duly authorized agent, and the name and title of each Person signing the Bid shall be typed or printed below the signature.

3) Compliance With Laws, Regulations, and Labor and Employment Provisions. The Contractor agrees to comply with all laws, statutes, regulations, ordinances, rulings or enactments of any governmental authority which are applicable to the work or which in any way pertain to the project, including, without limiting the foregoing, the following statutes:

a. “AN ACT to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment under contracts for public buildings or public works.” (775 ILCS 10/0.01).

b. “AN ACT regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works.” (820 ILCS 130/0.01).

S3-104 CONTENTS OF BIDS

1) Completeness of Bids. The Bid will include all matters required by the Bid information. All appropriate blanks in the Bid form must be completed by the bidder.

2) Reference Specifications. Any Specifications or standards adopted by business, industry, not-for-profit organization, or governmental unit may be incorporated by reference.

3) Brand Name or Eqivalent~~ual.~~ Specifications may refer to one or more brand name products followed by the words "or eqivalent~~ual.~~" "Or eqivalent~~ual~~" submissions will not be rejected because of minor differences in design, Construction, or features which do not affect the suitability of the product for its intended use. The burden of proof that the product is eqivalent~~ual~~ for the intended use is on the bidder.

4) Items Must be New and Current. Unless otherwise specified, the items offered must all be new and the latest model, crop or manufacture.

5) Bids on Alternate Items. When any bidder offers an alternate item for consideration, the bidder will give complete Specifications, name the brand, and demonstrate that the alternate item is equal. The County reserves the right to reject any alternate item which it determines is not equally suitable for the specified purpose. The burden of proof is on the bidder.

6) Unit and Extended Prices. The price for the units specified in the Bid shall be clearly shown for each individual item. Only one unit price shall be quoted for each item. The Extended price for the quantity requested must also be shown. In the event there is a discrepancy between the unit and extended prices, the Unit price listed shall be the accepted price measure.

7) Period of Firm Bid. Unless otherwise provided in Bid information, the bid price must be valid for ninety (90) days after the Bid opening date. Bidders may specify a bid price may be valid longer than required by the Bid information or this rule. Any bidder who does not specify an expiration date for their bid price will be held to the ninety (90) day rule in this section.

8) Maintenance and Repair Service. If the Bid information specified that maintenance or repair Service must be provided by the successful bidder, each bidder will specify in the Bid whether the Service will be by the bidder or through an arrangement with another identified Person or firm.

9) Taxes, Licenses, Assessments, and Royalties.

a. the Contractor shall pay all current and applicable city, county, state and federal taxes, licenses or assessments, including federal excise taxes, due on the performance of the Contract, including, without thereby limiting the foregoing, those required by the Federal Insurance Contribution Act and the Federal and State Unemployment Tax Acts, together with all royalties due for any proprietary items. The Contractor is exclusively

liable for the payment of the taxes to the respective governments. In the event said taxes, licenses, assessments or royalties, or any part thereof in the first instance charged to the County, the Contractor shall, upon timely demand of the County, pay the County thereof, plus all penalties which may have accrued thereon.

b. the County is exempt from Illinois Sales Taxes.

10) Federal Excise Tax. Bidders must not include in their prices any allowance for payment of federal excise tax if the County is exempt from such taxes. If an order or Contract is awarded for the purchase of an item that is subject to federal excise tax, the ~~purchasing official~~Procurement Division will furnish the vendor with an exemption certificate upon request.

11) State and Federal Laws and County Rules. All Bids and Contracts are subject to this Part and to applicable federal laws and those of the State of Illinois including, but not limited to, conflict of interest statutes, nondiscriminatory employment statutes and equal employment opportunity laws. A certification is required in certain instances, and the form of this certification may be provided in the Bid form.

12) Prevailing Wage. The State of Illinois requires under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A current prevailing wage rate sheet is posted by the State of Illinois at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

13) Reporting Requirement. Per Illinois Public Act 98-328, the County does not collect certified payroll reports. It shall be incumbent on each contractor or subcontractor to file appropriate Prevailing Wage Reports with the Illinois Department of Labor.

14) Safety Plan. The Contractor shall have in force a safety plan that meets the requirements set forth in the Safety and Health Management Guidelines promulgated by the United States Occupational Health and Safety Administration, 54 Fed. Reg. 3904-3916 (Jan. 26, 1989), or such other safety plan as may be deemed acceptable by the County.

S3-105 BID RESULTS

Bid results are unofficial until after award by the County Board. ~~Purchasing~~ Procurement posts ~~the~~ u~~U~~nofficial bid results online and distributes to departments for review. ~~Unofficial bid results will be provided by departments to their respective County Board Liaison Committee via the Procurement Executive Summary, and then to the County Board via the monthly agenda packet~~Procurement also

provides bid results via the Procurement Executive Summary (PES). Departments are expected to include the PES in their agenda packets for their Liaison Committees and County Board meetings.

ARTICLE 4 - Professional Services and Requests for Proposals

S4-101 PROFESSIONAL SERVICES

1) Department Heads and Elected Officials shall have the authority to award Professional Services Contracts, except for Professional Services Contracts for Architectural, Engineering, and Land Surveying Services (which are governed by S4-101(3) and S4-101(4)), and may determine, in their discretion, whether such Contracts will be awarded on the basis of competitive sealed proposals.

2) For Professional Services Contracts, except for Professional Services Contracts for Architectural, Engineering, and Land Surveying Services (which are governed by S4-101(3) and S4-101(4)), where the total cost of the Contract exceeds $30,000, the respective Department Head or Elected Official shall submit a request for an opinion to the State's Attorney as to whether the service being contracted for constitutes a "professional service" under Illinois law. Upon a determination by the State's Attorney, the respective Department Head or Elected Official and the ~~Director of Purchasing~~Procurement Division shall present a joint recommendation to the County Board for consideration and approval.

3) All Professional Services Contracts relative to Architectural, Engineering, and Land Surveying Services will be governed by the requirements of the Local Government Professional Services Selection Act (50 ILCS 510/1 et seq.). In the event that McHenry County issues a Request for Proposals for the selection of Architectural, Engineering, or Land Surveying Services, proposals shall be evaluated based on the requirements set forth in the Request for Proposals, which may include qualifications, ability of professional personnel, past record and experience, performance data on file, willingness to meet time and budget requirements, location, workload of the firm, work on similar projects, past performance with McHenry County, and financial stability. Notwithstanding any provision of this Ordinance to the contrary, in no event shall a County Agency, prior to selecting for negotiation under 50 ILCS 510/7 an individual or firm for Architectural, Engineering, or Land Surveying Services, seek formal or informal submission of verbal or written estimates of costs or proposals in terms of dollars, hours required, percentage of construction cost, or any other measure of compensation. Competitive sealed proposals are required where the total cost of the Contract is greater than $30,000 unless a prior, satisfactory relationship exists for the Services desired. For all Professional Services Contracts relative to Architectural, Engineering, and Land Surveying Services where the total cost of the Contract exceeds $30,000, the respective Department Head or Elected Official and the ~~Director of Purchasing~~Procurement Division shall present a joint recommendation to the County Board for consideration and approval. The County Board may waive the requirements of Sections 4, 5, and 6 of the Local Government Professional Services Selection Act if it determines by Resolution, that an emergency situation exists and a firm must be selected in an expeditious manner.

4) Department Heads and Elected Officials may award Professional Services Contracts relative to Architectural, Engineering, and Land Surveying Services where the total cost for the project is expected to be less than $30,000, without regard to Sections 4, 5, and 6 of the Local Government Professional Services Selection Act.

S4-102 COMPETITIVE SEALED PROPOSALS

1) Conditions for Use. Competitive Sealed Proposals shall be initiated and created in accordance with the procedures for Competitive Sealed Bidding as enumerated in Article 3 when the

~~Director of Purchasing~~Procurement Division determines, and when not required by law, in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the County.

2) Request for Proposals. Proposals shall be solicited through Request for Proposals.

3) Public Notice. Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section S3-102(2).

4) Contract Clauses, Standard Clauses, and Their Modification. All County Contracts for Goods and Supplies, Services, Equipment, Construction, and Professional Services shall include provisions necessary to define the responsibilities and rights of the parties to the Contract. The ~~Director of Purchasing~~Procurement Division, after consultation with the State's Attorney, may establish standard Contract clauses for use in County Contracts.

5) ~~Receipt~~ Handling of ~~of~~ Proposals and Related Documents. No proposals or related documents shall be handled so as to permit the disclosure of the identity of any bidder, potential bidder or the contents of any proposal to competing bidders or potential bidders during the procurement process ~~of negotiation~~. A register of the proposals shall be prepared containing the name of each bidder, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after Contract award.

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6) Evaluation Factors. The Request for Proposals shall state the relative importance of price and other evaluation factors. All requests for proposals are subject to all terms and conditions provided within the request for proposal.

7) Discussion ~~with Responsible Bidders~~ and Revisions to Proposals. As provided in the Request for Proposals, discussions may be conducted with ~~Responsible Bidders~~any vendors who submit proposals ~~determined to be reasonably susceptible of being selected for award~~acceptable to the County for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. All such discussions shall be conducted by the ~~Director of Purchasing~~Procurement Division on behalf of the County until such time as the Contract has been awarded. ~~Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. and such~~ Rr~~e~~visions to proposals may be permitted after submission~~s~~ and prior to award, for the purpose of obtaining best and final offers from any proposal acceptable to the County. In conducting discussions, there shall be no disclosure of the identity of competing bidders or of any information derived from proposals submitted by competing bidders.

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S4-103 CANCELLATION OR REJECTION OF REQUESTS FOR PROPOSALS

Please see S2-103 for cancellation of any solicitation. ~~A Request for Proposals or other solicitation may be canceled, or any or all proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. Each solicitation issued by the County shall state that the solicitation may be canceled by the Director of Purchasing and that any proposal may be rejected in whole or in part for good cause when in the best interests of the County. The reasons therefore shall be made part of the Contract File. Notice of cancellation shall be sent to all Businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future Procurement of similar items.~~

ARTICLE 5 – Non-Competitive Procurement, Emergencies, and Small Purchases

S5-101 NON-COMPETITIVE PROCUREMENT

1) General. Subject to requirements in 55 ILCS 5/5-1022 (c) and (d), a Contract may be awarded without competition when a Department Head determines, and ~~Purchasing~~ Procurement concurs in writing, and it is not required by law, after conducting a good faith review of available sources, that the Contract by its very nature is not suitable to competitive Bids or proposals. Examples of Contracts which may not be suitable for competitive Bids or proposals are Contracts where:
    a. there is only one source for the required Goods and Supplies, Service, or Construction;
    b. a sole supplier's item is needed for trial use or testing;
    c. products are bought for over-the-counter resale;
    d. purchases of Used Equipment; and
    e. purchases at auctions.

2) Technology Purchases Not Suitable for Competitive Bid. The purchase of computer software, computer hardware, computer databases that have been competitively procured and that require additional proprietary licensing, software integrations, software development, software maintenance, computer hardware maintenance, database maintenance, software support services, database support services, cloud services and computer hardware support services are not suitable for competitive procurement. Purchases over $30,000 must be authorized by the County Board.

    The purchase of used computer hardware, used computer hardware maintenance, and used computer hardware support services shall not be required to be competitively procured. Purchases over $35,000 must be authorized for purchase by the County Board. However, the Director of Information Technology and the ~~Director of Purchasing~~Procurement Division may authorize technology purchases up to $35,000 without competitive procurement. Purchases over $35,000 will be subject to competitive procurement according to S5-103

3) Negotiation. The ~~Director of Purchasing~~Procurement Division and responsible Department Head can conduct negotiations, as appropriate, as to price, delivery, and terms.

S5-102 EMERGENCY PROCEDURES

Notwithstanding any other provisions of this Ordinance, the ~~Director of Purchasing~~Chief Financial Officer or other County officials (as authorized by the County Board or Illinois or federal statute) may make emergency Procurement of Goods and Supplies, Equipment, Services, Professional Services, or Construction when there exists a threat to public health, welfare, or safety, or to prevent or minimize serious disruption of government service; provided that such emergency Procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular Contractor shall be included in the Contract File. A confirming Resolution, along with the written determination, shall be submitted to the County Board for all emergency Procurements of Goods and Supplies, Equipment, Services, Professional Services, and Construction, exceeding $30,000. The confirming Resolution process for emergency Procurements shall be in accord with the procedure set forth in Section S8-105.

S5-103 PURCHASE STRUCTURE

1) Purchases under $5,000. Purchases ~~below~~ up to $5,000 can be made at Department Head discretion without prior approval of the ~~Purchasing Department~~Procurement Division.

2) Purchases between $5,~~000~~ 001 and $30,000. Purchases, except for purchases of Professional Services (the purchasing structure of which is set forth in Article 4), where the total cost is between $5,~~000~~ 001 and $30,000 require that three (3) Quotations be obtained by the ~~Purchasing Department~~Procurement Division from specifications created by the requesting department. Such purchases ~~require prior approval by the Director of Purchasing and~~ may be approved without Liaison Committee or Board approval. In the event three (3) quotations cannot be obtained, the ~~Purchasing Director~~Procurement Division shall document a good faith effort was made and attach such documentation to the requisition in the County Enterprise Resource Program (ERP). A vendor's refusal to quote or notice of no quote may be considered a quote response and will be documented in the ERP.

3) Purchases Over $30,000. Purchases, except for purchases of Professional Services (the purchasing structure of which is set forth in Article 4), where the total cost exceeds $30,000 require formal sealed Bids after specifications have been created by the requesting department. Such purchases require a Resolution brought forth by the Liaison Committee and the Finance & Audit Committee for Board approval.

S5-104 SMALL PURCHASES

1) General. Any Contract where the total cost is less than $30,000 may be made in accordance with the small purchase procedures authorized in this Section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this Section.

2) Procedure. The ~~Director of Purchasing~~ Procurement Division shall adopt operational procedures for making small purchases. Such operational procedures shall provide for obtaining adequate and reasonable competition by written or oral Quotation for the Goods and Supplies, Service, or Construction being purchased. Award shall be made to the Business offering the lowest acceptable Quotation. Adequate records to document the competition obtained shall be maintained.

3) End of Year Vendor Cost Reconciliation. At the end of each fiscal year, the ~~Purchasing Department~~ Procurement Division will conduct a review of small procurement purchase orders. In the event over $30,000 is spent with a vendor, but no ~~bid~~ procurement process was conducted, ~~the Purchasing Director~~Procurement and County Auditor will review the invoices to confirm there is no stringing, and that cumulative purchases would not otherwise have been bid. If ~~the Director of Purchasing~~Procurement and the County Auditor agree a bid should be conducted for regularly purchased items, a solicitation will be conducted for the following years' procurement according to ~~Purchasing~~ Procurement Ordinance Article 3 or Article 4, depending on a Bid, ~~of~~ RFP, or RFQ being required. Payment to any vendor who has already provided or completed delivery of a good or service will not be withheld during the review. Departments may continue to use a vendor as they have, until a contract is approved by the County Board and entered into the County ERP System.

ARTICLE 6 – Cost or Pricing Data and Analysis

S6-101 CONTRACTOR CERTIFICATION

A Contractor or prospective Contractor shall, except as provided in Subsection (3) of this section, submit Cost or Pricing Data and shall certify that, to the best of their knowledge and belief, the Cost or Pricing Data submitted was accurate, complete, and current as of a mutually determined specified date prior to the date of:

1) the pricing of any Contract awarded by Competitive Sealed Proposals or pursuant to the Sole Source Procurement authority where the total price is expected to exceed an amount established by ~~purchasing~~ procurement regulations or when determined by the ~~Director of Purchasing~~Procurement Division to be in the best interest of the County; or

2) the pricing of any Change Order or Contract Modifications which is expected to exceed an amount established by ~~purchasing~~ procurement regulations or when determined by the ~~Director of Purchasing~~Procurement Division to be in the best interests of the County.

S6-102 PRICE ADJUSTMENT

Any Contract, Change Order, or Contract Modification under which a certificate is required shall contain a provision that the price to the County, including profit or fee, shall be adjusted to exclude any significant sums by which the County finds that such price was increased because the Contractor-furnished Cost or Pricing Data was inaccurate, incomplete, or not current as of the date agreed upon between the parties.

S6-103 COST OR PRICING DATA NOT REQUIRED

The requirements of this section need not be applied to Contracts:

1) where the Contract price is based on adequate price competition;

2) where the Contract price is based on established catalogue prices or market prices;

3) where Contract prices are set by law or regulation; or

4) where it is determined in writing by the ~~Director of Purchasing~~Procurement Division that the requirements of this Section may be waived, and the reasons for such waiver are stated in writing.

S6-104 COST OR PRICE ANALYSIS

A Cost Analysis or Price Analysis, as appropriate, shall be conducted prior to award of a Contract other than one under Section S3-101 or Section S5-103. A written record of such Cost Analysis or Price Analysis shall be made a part of the Contract File.

S6-105 APPROVAL OF ACCOUNTING SYSTEM

Except with respect to firm fixed price Contracts, no Contract type shall be used unless it has been determined in writing by the ~~Director of Purchasing~~Procurement Division that:

1) the proposed Contractor's accounting system will permit timely development of all necessary Cost Data in the form required by the specific Contract type contemplated; and

2) the proposed Contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

ARTICLE 7 – Contract Management Policy

S7-101 CONTRACT POLICY

1) Purpose. This policy defines the parameters by which a County Contract is created and defines the required administrative review process for managing County Contracts.

~~2)~~ Policy. The ~~Purchasing Department~~Procurement Division shall be responsible for ensuring that all Contracts comply with applicable state and federal laws and internal procedures. All Contracts entered into by the County, including original Contracts, amendments, and extensions, are subject to appropriate legal review, and must be stored and retained according to federal, state and County document retention policies unless specifically excluded by this or another policy adopted by the County Board~~. All Contracts may be signed only by the Director of Procurement & Special Services, designated Authorities set forth in this Ordinance, or as assigned by Board Resolution or by accepted Grant requirements.~~

2)

S7-102 DEFINITIONS

1) Contract Compliance. The process of reviewing and managing Contracts and agreements that bind the County. Policies that determine how Contracts will be processed fall under the responsibility of the County Board and shall be enforced by County Administration and administered through the ~~Purchasing Department~~Procurement Division.

2) Contract Administration. The ongoing process of ensuring that the terms and conditions of Contracts are being implemented as agreed to by the parties. Contract Administration is the responsibility of the ~~Purchasing Department~~Procurement Division and the requesting Department Head or Elected Official. The Department Head or Elected Official is the individual responsible for promoting the Contract, including ensuring that appropriate approval is obtained and, where required, obtaining Liaison Committee and/or Board approval and signature.

S7-103 PROCEDURES

1) All proposed Contracts must be submitted to the ~~Purchasing Department~~Procurement Division for review and processing. ~~The Director of Purchasing~~Procurement, upon completion of ~~his~~their review, may, if deemed necessary, submit the Contract to the State's Attorney's Office to ensure that the Contract meets all legal requirements.

2) If submitted to the State's Attorney's Office for review, after an opinion has been rendered on the proposed Contract, ~~the Director of Purchasing~~Procurement will edit the language of the Contract as suggested by the State's Attorney's Office and forward the revised draft Contract to the Department Head or Elected Official to obtain approval as required by this Ordinance. If no legal opinion is requested, the ~~Director of Purchasing~~Procurement will, upon completion of ~~his~~their review, forward the draft Contract to the Department Head or Elected Official to obtain approval including, where required, Liaison Committee and/or Board approval and signature.

3) After approval of the proposed Contract is obtained, ~~the Director of Purchasing~~Procurement will send the Contract to the vendor for signature with instructions to return it to the ~~Purchasing Department~~Procurement Division. Upon receipt of the signed Contract, ~~the Director of Purchasing~~Procurement shall be responsible to have the Contract executed on behalf of the

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County and will advise the requesting Department Head or Elected Official when the Contract has been duly executed and is in force.

4) ~~The Purchasing Department~~Procurement will index and image the Contract, ensuring access to it by the requester and other County Officials as directed by statute. The original Contract will be filed with the County Clerk's office as mandated by statute. A system will be put in place that will generate a notice to the originating Department Head or Elected Official six (6) months prior to the expiration of each Contract to allow the original requester to begin the process of developing a new Contract.

S7-104 TYPES OF CONTRACTS

1) General Authority. Subject to the limitations of this Section, any type of Contract which is appropriate to the Procurement and which will promote the best interests of the County may be used, provided that the use of a cost- plus-a-percentage-of-cost Contract is prohibited. A cost reimbursement Contract may be used only when a determination is made in writing that such Contract is likely to be less costly to the County than any other type or that it is impracticable to obtain the Goods and Supplies, Equipment, Services, or Construction required except under such a Contract.

2) Multiple Source Contracting.

   a. General. A multiple source award is an award of an indefinite quantity for one or more similar Goods and Supplies or Services to more than one bidder.

   b. Limitations on Use. A multiple source award may be made when awards to two or more bidders for similar products is necessary for adequate economic delivery, service or product compatibility. Any multiple source award shall be made in accordance with the provision of Section S3-101; Section S4- 102; Section S5-103; and Section S5-102, as applicable. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie Bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements of the County without sacrificing economy and service.

   c. Contract and Solicitation Provisions. All eligible users of the Contract shall be named with provisions for additional users to be added if it will not materially affect the Contract in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the Contract be obtained in accordance with the Contract, provided that:

      i. the County shall reserve the right to take Bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the Contract; and

      ii. the County shall reserve the right to take Bids separately if the ~~Director of Purchasing~~Procurement Division approves a finding that the Goods and Supplies or Service available under the Contract will not meet a nonrecurring special need of the County.

d. Intent to Use. If a multiple source award is anticipated prior to issuing a solicitation, the County shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

e. Determination Required. The ~~Director of Purchasing~~Procurement Division shall make written determination setting forth the reasons for a multiple source award, which shall be made a part of the Procurement file.

3) Excluded Contracts.

a. Employment Contracts. Unless mandated by the County Board no employment contracts will be held in ~~the Purchasing Department~~Procurement nor will they be approved or negotiated by the ~~Director of Purchasing~~ Chief Financial Officer.

b. HIPAA Contracts. Under the U.S. Health Insurance Portability and Accountability Act of 1996, a HIPAA business associate agreement (BAA) is a Contract between a HIPAA covered entity and a HIPAA business associate (BA). The Contract protects personal health information (PHI) in accordance with HIPAA guidelines and therefore will not be held in the ~~Purchasing Department~~Procurement Division nor be part of this Ordinance.

ARTICLE 8 – Contract Execution

S8-101 REQUISITIONS

Prior to submission to the ~~Purchasing Department~~Procurement Division, all requisitions shall be approved by the Department Head or Elected Official making the request or by an individual authorized by the Department Head or Elected Official.

S8-102 FISCAL RESPONSIBILITY

Prior to the issuance of any Purchase Order, Contract, or Change Order, the Department Head or Elected Official shall certify that sufficient budgeted funds are available.

S8-103 AUTHORIZATION TO ISSUE BIDS OR OTHER SOLICITATIONS

The ~~Director of Purchasing~~Procurement Division may issue Bids or other solicitations for any Goods and Supplies, Equipment, Services, or Construction for which funds have been specifically budgeted. Approval of both the Liaison Committee in charge of the Using Agency making the request and the Finance & Audit Committee is required prior to any solicitation for any Goods and Supplies, Equipment, Services, or Construction not specifically authorized in the budget, except those covered by Section S5-104 (Small Purchases).

S8-104 REVIEW OF CONTRACTS

At the discretion of ~~the Director of Purchasing~~Procurement, the State's Attorney shall review, prior to award, all Contracts. This review shall not be required when the form and content of the Contract documents has previously been approved by the State's Attorney.

S8-105 APPROVAL OF CONTRACTS

1) Contracts over $30,000. The Liaison Committee in charge of the Using Agency and the Finance & Audit Committee (except with respect to Division of Transportation Contracts governed by Federal or Illinois Department of Transportation regulations, which shall be presented only to the Transportation Committee) shall jointly submit their recommendation on the award of a Contract where the total cost of the Contract exceeds $30,000, by Resolution, to the County Board for its consideration at its next meeting. After award by the County Board, Contracts shall be signed by the County Board Chairman and/or the ~~Director of Purchasing~~Chief Financial Officer or County Administrator. Unless specified differently in the Resolution~~.~~, or specified by grant parameters, ex-officio memberships, etc.

2) Contracts of Less than $30,000. The County Board Chairman and/or the ~~Director of Purchasing~~Chief Financial Officer or County Administrator shall sign all Contracts where the total cost of the Contract is between $5,000 and $30,000, unless a different signature is required by grant parameters, ex-officio memberships, etc.

3) Contracts Involving a Material Alteration. All Contracts, regardless of cost, that will result in a Material Alteration as defined in S1-108(35) of this Ordinance shall be jointly submitted by the Administrative Services and Finance & Audit Committees, by Resolution, to the County Board for its consideration at its next meeting. After award by the County Board, all such Contracts shall be signed by the County Board Chairman and/or the ~~Director of Purchasing~~Chief Financial Officer or County Administrator.

ARTICLE 9 – Contract Changes

S9-101 CHANGE ORDERS AND CONTRACT MODIFICATIONS

1) All Change Orders and Contract Modifications shall be in writing. When the total of Change Orders or price adjustments on any Contract exceeding $30,000 exceeds ten percent (10%) of the original Contract amount, approval of the Liaison Committee in charge of the Using Agency and the Finance & Audit Committee is required. Upon approval, it shall be the responsibility of the requesting department to obtain a Resolution from the County Board authorizing such price adjustment before such price adjustment shall be effective.

2) When a Change Order or series of Change Orders authorize or necessitate an increase or decrease in time of completion by a total of 30 days or more, the authorized Employee or official shall make a determination in writing that:

    a. the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Contract was signed, or

    b. the change is germane to the original Contract as signed, or

    c. the Change Order is in the best interests of the County and authorized by law.

    d. the written determination and the written Change Order resulting from that determination shall be retained in the Contract File which shall be open to the public for]inspection.

3) When any Change Order or series of Change Orders for any public works Contract authorizes or necessitates any increase in the Contract price that is fifty percent (50%) or more of the original Contract price or that authorizes or necessitates any increase in the price of a subcontract under the Contract that is fifty percent (50%) or more of the original subcontract price, then the portion of the Contract that is covered by the Change Order must be resubmitted for bidding in the same manner for which the original Contract was bid.

4) The foregoing paragraph (1) does not apply to Division of Transportation Contracts relating to the planning, design, Construction and maintenance of highways, bridges, and culverts, so long as the Change Orders, in the aggregate, do not exceed the total dollar amount previously approved by Resolution of the County Board; however where a Change Order will result in the aggregate of all Change Orders exceeding the total dollar amount as previously approved by the County Board, such Change Order shall be subject to the procedures contained in paragraph (1) above.

5) The ~~Director of Purchasing~~Chief Financial Officer or designee retains the right to get County Board approval to sign all Change Orders and to consent to Contract assignments. All such Change Orders shall be approved in writing by the head of the requesting department before execution of the Change Order by the ~~Director of Purchasing~~Chief Financial Officer. No Change Order may exceed the threshold set for Sealed Bids and cannot exceed a County Board approved Resolution. Additionally, the Director of Transportation/County Engineer is authorized to sign Change Orders for projects relating to planning, design, Construction and maintenance of highways, bridges, and culverts.

ARTICLE 10 – Cooperative ~~Purchasing~~Procurement

S10-101 COOOPERATIVE ~~PURCHASING~~ PROCUREMENT AUTHORIZED

Subject to 30 ILCS 525, commonly known as the Illinois Governmental Joint Purchasing Act, the County of McHenry may either participate in, sponsor, conduct, or administer a Cooperative ~~Purchasing~~ Procurement agreement for the Procurement of Goods and Supplies, Equipment, Services, Construction, or Professional Services with one or more Public Procurement Units. Such Cooperative ~~Purchasing~~ Procurement may include, but is not limited to, joint or multi-party Contracts between Public Procurement Units and open- ended state Public Procurement Unit Contracts which are made available to other Public Procurement Units.

S10-102 SALE, ACQUISITION, OR USE OF GOODS AND SUPPLIES

The County of McHenry may sell to, acquire from, or use any Goods and Supplies belonging to another Public Procurement Unit independent of Article 3.

S10-103 COOPERATIVE USE OF GOODS AND SUPPLIES AND SERVICES

The County of McHenry may enter into an agreement independent of the requirements of Article 3 with any other Public Procurement Unit for the cooperative use of Goods and Supplies and Services under the terms agreed upon between the parties.

S10-104 JOINT USE OF FACILITIES

The County of McHenry may enter into agreements for the common use or lease of warehousing facilities, capital Equipment, and other facilities with another Public Procurement Unit under the terms agreed upon between the parties.

ARTICLE 11 – Ethics in Public Contracting

S11-101 STATEMENT OF POLICY

Public employment is a public trust. It is the policy of the County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service. Employees must discharge their duties impartially to assure fair competitive access to governmental Procurement by responsible Contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the County Procurement organization. Accordingly, the County shall adhere to the requirements of state law regarding the Procurement process, including the use of competitive bidding where required. To achieve the purpose of this Article, it is essential that those doing business with the County also observe the ethical standards prescribed herein.

S11-102 GENERAL STANDARDS OF ETHICAL CONDUCT

1) General Ethical Standards for Employees. Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the Employee's duties is a breach of a public trust.

2) General Ethical Standards for Non-Employees. Any effort to influence any Employee to breach the standards of ethical conduct set forth in this Article is a breach of ethical standards.

S11-103 CRIMINAL PENALTIES

To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of State Statutes, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Article. Criminal, civil, and administrative sanctions against Employees or non-employees which are in existence on the effective date of this Ordinance shall not be impaired.

S11-104 EMPLOYEE CONFLICT OF INTEREST

1) Conflict of Interest. It shall be unethical for any Employee to participate directly or indirectly in Procurement when the Employee knows that:

    a. the Employee or any member of the Employee's Immediate Family has a Financial Interest pertaining to the Procurement; or

    b. any other Person, Business, or organization with whom the Employee or any member of an Employee's Immediate Family is negotiating or has an arrangement concerning prospective employment is involved in the Procurement.

2) Financial Interest in a Blind Trust. An Employee or any member of an Employee's Immediate Family who holds a Financial Interest in a disclosed Blind Trust shall not be deemed to have a conflict of interest regarding matters pertaining to that Financial Interest.

3) Discovery of Actual or Potential Conflict of Interest, Disqualification, and Waiver. Upon discovery of an actual or potential conflict of interest, an Employee shall promptly file a written

statement of disqualification and shall withdraw from further participation in the transaction involved. The Employee may, at the same time, apply for an advisory opinion as to what further participation, if any, the Employee may have in the transaction pursuant to Section S11-108.

S11-105 GRATUITIES AND KICKBACKS

1) Gratuities. It shall be unethical for any Person to offer, give, or agree to give any Employee, or for any Employee to solicit, demand, accept, or agree to accept from another Person, a Gratuity or an offer of employment in connection with any Direct or Indirect Participation in a Procurement activity.

2) Kickbacks. It shall be unethical for any payment, Gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime Contractor or higher tier subcontractor or any individual associated therewith, as an inducement for the award of a subcontract or order.

S11-106 PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a Person to be retained, or to retain a Person, to solicit or secure a County Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide Employees or bona fide established commercial selling agencies for the purpose of securing business.

S11-107 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unethical for any Employee who is participating directly or indirectly in the Procurement process to become or to be, while such an Employee, the employee of any Person contracting with governmental body by whom the Employee in employed.

S11-108 WAIVERS FROM CONTEMPORANEOUS EMPLOYMENT PROHIBITION AND OTHER CONFLICTS OF INTEREST

The Administrative Services Committee may grant a waiver from Section S11-104(1) or Section S11-107 upon making a written determination that;

a. the contemporaneous employment or Financial Interest of the Employee has been publicly disclosed;

b. the Employee will be able to perform its Procurement functions without actual or apparent bias or favoritism; and

c. the award will be in the best interests of the County

S11-109 USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any Employee or former Employee to knowingly use Confidential Information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other Person.

S11-110 REPORTING OF ANTI-COMPETITIVE PRACTICES

When for any reason collusion or other anti-competitive practices are suspected among any bidders, or by any County Employees or officers, an Employee with knowledge of such reason shall follow the reporting requirements of the McHenry County personnel policies. Facts may also be presented to the County Auditor or the State's Attorney for appropriate investigation. Any Employee making a good faith report under this section shall have all protections afforded to a whistleblower under the McHenry County personnel policies and State statute.

S11-111 SANCTIONS

1) Employees. Sanctions on an Employee for violations of the ethical standards of this Article shall be imposed in accordance with McHenry County personnel policies.

2) Non-Employees. The Finance and Audit Committee may impose one or more of the following sanctions on a non-employee for violations of the ethical standards:

    a. written warnings or reprimands; or

    b. termination of Contracts.

S11-112 RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS

1) General Provisions. The value of anything transferred or received in breach of the ethical standards of this Ordinance by a County Employee or a non- employee may be recovered from both County Employee and non- employee.

2) Recovery of Kickbacks by the County. Upon showing that a subcontractor made a kickback to a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE 12 – Appeals and Remedies

S12-101 BID PROTESTS

1) Right to Protest. Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a Contract may protest to the ~~Director of Purchasing~~Chief Financial Officer. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, addendum, and notice of award or other written decision by the ~~Purchasing Department~~Procurement Division.

2) Stay of Procurement During Protest. In the event of a timely protest under Subsection (1) of this Section, the ~~Director of Purchasing~~Chief Financial Officer or the Finance and Audit Committee, after consulting with the State's Attorney shall determine whether it is in the best interests of the County to proceed with the solicitation or award of the Contract.

3) Entitlement to Costs. When a protest is sustained and the protesting bidder should have been awarded the Contract under the solicitation but is not, then the protesting bidder shall be entitled only to the reasonable costs incurred in connection with the solicitation, including Bid preparation costs other than attorney's fees.

S12-102 CONTRACT CLAIMS

All claims by a Contractor against the County relating to a Contract, except Bid protests, shall be submitted in writing to the ~~Director of Purchasing~~Chief Financial Officer. The Contractor may request a conference with the ~~Director of Purchasing~~Chief Financial Officer on the claim. Claims include, without limitation, disputes arising under a Contract, and those based upon breach of Contract, mistake, misrepresentation, or other cause for Contract Modification or rescission.

S12-103 AUTHORITY OF THE ~~DIRECTOR OF PURCHASING~~CHIEF FINANCIAL OFFICER TO SETTLE BID PROTESTS AND CONTRACT CLAIMS

1) Authority. The ~~Director of Purchasing~~Chief Financial Officer, after consultation with the State's Attorney, is authorized to settle any procedural protest regarding the solicitation or award of a County Contract prior to an appeal to the McHenry County Board, or any committee thereof. The ~~Director of Purchasing~~Chief Financial Officer, after consulting with the State's Attorney, is authorized to make recommendations on the settlement of any monetary claim to the appropriate committees of the McHenry County Board for their consideration.

2) Notice to the Contractor of the ~~Director of Purchasing~~Chief Financial Officer's Decision. If the protest or claim is not resolved by a mutual agreement, the ~~Director of Purchasing~~Chief Financial Officer shall promptly issue a decision in writing, and it shall be immediately mailed or otherwise furnished to the Contractor. The decision shall state the reasons for the decision reached, and shall inform the Contractor of its appeal rights under Subsection (3) of this Section.

3) Finality of ~~Director of Purchasing~~Chief Financial Officer's Decision; Contractor's Right to Appeal. The ~~Director of Purchasing~~Chief Financial Officer's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the Chairman of the Finance and Audit Committee receives a written appeal from the Contractor.

4) Failure to Render Timely Decision. If the ~~Director of Purchasing~~Chief Financial Officer does not issue a written decision regarding any protest or claim within ten (10) calendar days after

written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

S12-104 ACCESS TO ADMINISTRATIVE FORUM, SUBJECT TO STATUTORY PROVISIONS

1) Appeal Process. Any actual or prospective bidder or Contractor may appeal a decision of the ~~Director of Purchasing~~Chief Financial Officer regarding Bid protests or Contract claims to the Finance and Audit Committee. Said appeal shall be made in writing within ten (10) calendar days from the date of receipt of the decision. The protestor shall be notified of the time and date when the appeal shall be considered and afforded a reasonable opportunity to state its position. Any party whose interests may be adversely affected by a protest or appeal shall also be notified and have the right to appear for the purpose of protecting those interests.

2) Decision. The Finance and Audit Committee shall promptly issue a decision:
   a. prior to award, said decision shall be referred with the Resolution for award of the Contract for consideration by the County Board; or

   b. after award, the decision of the Finance and Audit Committee shall be final and conclusive.

3) Elected County Officials. Decisions and determinations made under this Section and Section S12-103 are subject to the review and approval of Elected County Officials as provided by State law.

S12-105 PROCEDURE FOR NON-COMPLIANCE

1) Competitive Sealed Bids/Competitive Sealed Proposals – Non-compliance Ascertained Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the Bid opening or the closing date for receipt of proposals, the ~~Director of Purchasing~~Procurement Division, after consultation with the State's Attorney, determines that a solicitation is in violation of federal, state, or local law, then the solicitation shall be cancelled or revised to comply with applicable law.

2) Competitive Sealed Bids/Competitive Sealed Proposals – Non-compliance Ascertained Prior to Award. If after Bid opening or the closing date for receipt of proposals, the ~~Director of Purchasing~~Procurement Division, after consultation with the State's Attorney, determines that a solicitation or proposed award of a Contract is in violation of federal, state, or local law, then the solicitation or proposed award shall be cancelled.

3) Competitive Sealed Bids/Competitive Sealed Proposals – Non-compliance Ascertained After Award. If, after an award, the ~~Director of Purchasing~~Procurement Division, after consultation with the State's Attorney, determines that a solicitation or award of a Contract was in violation of the ~~Purchasing~~ Procurement Ordinance, then:

   a. if the Person awarded the Contract has not acted fraudulently or in bad faith:

      i. the Contract may be ratified and affirmed by the County Board, provided it is determined that doing so is in the best interests of the County and provided that no violation of State or Federal law has occurred in the procurement process; or

ii. the Contract may be terminated and the Person awarded the Contract shall be compensated for the actual costs reasonably incurred under the Contract prior to notification; or

b. if the Person awarded the Contract has acted fraudulently or in bad faith the Contract may be declared null and void or voidable, if such action is in the best interests of the County.

ARTICLE 13 – Debarment

S13-101 AUTHORITY TO DEBAR

After reasonable notice to the Person involved and reasonable opportunity for that Person to be heard, the ~~Director of Purchasing~~ Chief Financial Officer, after consultation with the State's Attorney, is authorized to Debar a Person for cause from consideration for award of Contracts. The debarment shall be for a period of not more than three (3) years. The causes for debarment include:

1) criminal conviction for an incident related to obtaining or attempting to obtain a public or private Contract or subcontract, or in the performance of such Contract or subcontract;

2) conviction for embezzlement, theft, forgery, bribery, falsification or destruction or records, receiving stolen property, or any other offense indicating a lack of business integrity or honestly which seriously and directly affect responsibility as a County Contactor;

3) conviction under state or federal antitrust laws arising out of the submission or Bids or proposals;

4) violation of Contract provisions or a character which is regarded by the ~~Director of Purchasing~~Chief Financial Officer to be so serious as to justify debarment, including, but not limited to:

    a. deliberate failure to perform the Specifications or within the time limit provided in the Contract; or

    b. a record within the previous five (5) years of failure to perform or to perform unsatisfactorily the terms of one or more Contracts, excluding situations in which the lack of performance is caused by acts beyond the control of the Contractor.

5) any other cause which the ~~Director of Purchasing~~Chief Financial Officer determines to be so serious and compelling as to affect responsibility as a County Contractor, including debarment by any other governmental entity for any cause listed in this Ordinance; and

6) for violation of the ethical standards set forth in Article 11 of this Ordinance

S13-102 DECISION TO DEBAR

The ~~Director of Purchasing~~Chief Financial Officer shall issue a written decision to Debar. The decision shall state the reasons for the action taken and inform the debarred Person involved of its rights concerning administrative review. A copy of said decision shall be provided to the Chair of the Finance and Audit Committee.

1) A copy of the decision required by this section shall be mailed or otherwise delivered by the ~~Director of Purchasing~~Chief Financial Officer to the debarred Person within five (5) days after such decision is made.

2) A decision to Debar under this Article shall be final. The debarred Person shall have ten (10) calendar days after receipt of the decision to submit a written appeal to the Chairperson of the Finance and Audit Committee for consideration by the full committee. The debarred Person shall be notified in writing of the time, date and location when the appeal shall be considered

and shall be afforded a reasonable opportunity to state its position in writing, to submit evidence, to examine and cross-examine witnesses and to hire and be represented by counsel of its own choice. The Finance and Audit Committee shall issue its decision promptly, but in no event later than thirty (30) days after conclusion of the hearing. The decision of the Finance and Audit Committee shall be final and reviewable in accordance with state law.

ARTICLE 14 – PURCHASE ORDERS

S14-101 GENERAL

Purchase Orders shall be the basis to authorize all procurement of goods, services, construction, and professional services. Purchases authorized by County Board Resolution satisfy the requirements as set forth under this Ordinance for the ~~Purchasing Department~~Procurement Division to issue a Purchase Order.

S14-102 PROCEDURES

1) ~~Department Purchase Order~~Direct Invoice. The department, agency, or County office shall approve and may issue payment to a vendor for~~issue a purchase order for~~ purchases less than $5,000 via direct invoice. Purchases shall be made in accordance with County of McHenry or other government contracts whenever possible.

2) County of McHenry Purchase Orders. Except as stated in S6-102 (1), departments shall forward a requisition to the ~~Purchasing Department~~Procurement Division requesting goods, services, construction or professional services for purchases greater than $5,000.

    a. The ~~Purchasing Department~~Procurement Division shall issue all purchase orders for transactions between $5,~~000~~ 001 and $30,000 for goods, equipment and services, in accordance with S5-103 and S5-104 (PURCHASE STRUCTURE and SMALL PURCHASES, respectively).

    b. For purchases greater than $30,000 for goods, equipment and services the User Department shall forward a requisition to encumber funds and direct the ~~Purchasing Department~~Procurement Division to procure the goods or services through either a competitive bid or sealed proposal process, except as provided for in ARTICLE 15 Division of Transportation Requirements.

S14-103 EXCEPTIONS

1) Examples of non-negotiable and proprietary purchases that do not require competitive procurement or a purchase order and, therefore, may be processed by voucher directly to Accounts Payable, include, but are not limited to:

    a. Books
    b. Subscriptions
    c. Copyrighted Material
    d. Membership and Registration fees
    e. Travel
    f. Interdepartmental Reimbursements
    g. Employee Reimbursements
    h. Legal Services and Related Litigation Expenses
    i. County postage permit fund replenishment and permit renewal
    j. Statutory Clerk election mail
    k. Statutory Treasurer tax mailing
    l. Statutory Assessor mail
    m. Intergovernmental Payments
    n. Bank Payments
    o. Settlement of Judgements & Claims

p. Utility payments for water, sewer, gas, electricity, telephone and cell phones
q. Refunds
r. Hospital, Medical, Doctor and Dentist Expenses
~~r.~~s. Building Systems upgrades, repairs, and additions (i.e. Building security systems, electrical systems, plumbing systems, and microphone and public address systems,)

2) Non-negotiable purchases shall be determined by the ~~Purchasing Department~~Procurement Division and approved by the Administrative Services and Finance and Audit Committees of the County Board.

ARTICLE 15 – Division of Transportation Requirements

S15-101 DIVISION OF TRANSPORTATION REQUIREMENTS

The Division of Transportation follows the current Resolution for Authorizing a Consultant Selection Policy for the Division of Transportation. In addition, the following statement is in place by IDOT for qualification-based selection for Consultant Engineering Services. According to the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq., and Title 23, Chapter 1, Subchapter I, Paragraph 112(b)(2) of the United States Code, local governments must negotiate and enter into Contracts for Architectural, Engineering, and Land Surveying Services on the basis of demonstrated competence and qualifications for the type of Services required and at fair and reasonable compensation. Awarding a Contract to the lowest bidder through competitive bidding is not allowed. Chapter 5, Section 5.07 of the Bureau of Local Roads & Streets manual details the qualification-based selection process.

ARTICLE 16 – Market Competitive Procurements

S16-101 GENERAL

Market Competitive procurement is the process by which departments may procure goods where the Market provides multiple vendors for the same product, the product itself is generic enough to be readily available, and/or competitive bidding requirements result in higher prices than retail, or the ~~Purchasing Director~~Procurement Division determines the cost of County Procurement is greater than the price of the good or goods to be procured.

Procurement of Market Competitive goods and services may be made under the same provisions as S5-103 (1) "Purchases under $5,000." Market Competitive goods as defined below may be purchased without the need for Board Resolutions.

S16-102 EXAMPLES

Examples of Market Competitive Goods include but are not limited to:

1) Heating, Ventilation, Air Conditioning, and Refrigeration repair parts
2) Facility general Repair Parts (i.e. doors, locks, windows and related parts)
3) Bulk Regular 87 Octane and Diesel Fuel
4) Original Equipment Manufacturer (OEM) parts for vehicles and equipment
5) Per State Statute 55 ILCS 5/5-1022, a contract in excess of $30,000 may be let without advertising bids in the case of expedited replacement of a disabled, inoperable, or damaged patrol vehicle
6) Fleet and Facility Maintenance Hand Tools

S16-103 DETERMINATION

Market Competitive Procurement shall be determined by the ~~Purchasing Department Director~~Procurement Division and approved by the Finance and Audit Committee of the County Board.

BE IT FURTHER ORDAINED, that all ordinances or parts thereof in conflict with the provisions of this amended Ordinance are hereby repealed as of ~~November 1, 2023~~March 30, 2026.

BE IT FURTHER ORDAINED, that this Ordinance and its provisions as adopted by the McHenry County Board will take effect on ~~November 1, 2023~~March 30, 2026 and replaces all previous McHenry County Purchasing Ordinances.

BE IT FURTHER ORDAINED, that the County Clerk is hereby authorized to distribute certified copies of this Ordinance to all Department Heads and Elected Officials.

DATED at Woodstock, McHenry County, Illinois, this ~~17th~~ 17th day of ~~October 2023~~March 2026.

_____
Michael Buehler, Chairman McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

PROCUREMENT ORDINANCE FOR

THE COUNTY OF McHENRY, ILLINOIS

Revised 8/1/2014
Revised 12/1/2015
Revised 4/1/2018
Revised 8/1/2019
Revised 6/1/2021
Revised 11/1/2023
Revised 3/30/2026

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McHENRY COUNTY PROCUREMENT ORDINANCE

ARTICLE 1 – General Provisions

S1-101 POLICIES AND PROCEDURES

The underlying purpose and policies of this Ordinance are to manage the Procurement process in accordance with law; spend taxpayer money wisely and fairly; encourage fair and equitable treatment through broad-based competition; protect against fraud, favoritism, extravagance and corruption; obtain the best commodities and Services at the lowest price practicable; provide safeguards for the maintenance of a Procurement system of quality and integrity; and meet the needs of McHenry County through continuous improvement of purchasing systems and procedures.

S1-102 APPLICATION

This Ordinance applies to all Contracts for the Procurement of Goods and Supplies, Equipment, Services, Construction, and Professional Services with the exception of the Division of Transportation as outlined within the specific sections of this Ordinance, entered into by the County of McHenry after the effective date of this Ordinance unless the parties agree to its application to Contracts entered into prior to its effective date. It shall apply to every expenditure of public funds by a County Agency and all elected or appointed County Employees for public purchasing irrespective of its source, except as otherwise provided by State law, State regulation, County of McHenry Ordinance or administrative policy. When the Procurement involves the expenditure of State or Federal assistance or Contract funds, the Procurement shall be conducted in accordance with any applicable mandatory State and/or Federal law(s). Nothing in this Ordinance shall prevent any County Agency from complying with the terms and conditions of any grant, gift, bequest, or Cooperative Procurement agreement that is otherwise consistent with law. The County may adopt administrative procedures to ensure compliance with this Ordinance, and those procedures may be more restrictive than required by statute. This Ordinance does not apply to the Procurement of legal Services.

S1-103 PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be a public record subject to disclosure to the extent provided in the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

S1-104 REQUIREMENT OF GOOD FAITH

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

S1-105 PROPERTY RIGHTS

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

S1-106 SEVERABILITY

If any provision of this Ordinance or any application thereof to any Person or circumstances is held invalid, such invalidity shall not affect other provisions or application of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

S1-107 SINGULAR-PLURAL GENDER RULES

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

S1-108 DEFINITIONS

The words defined in this Section shall have the meanings set forth below whenever they appear in this Ordinance.

1) Architectural, Engineering, and Land Surveying Services. Those Professional Services within the scope of practice of architecture, professional engineering, structural engineering, or land surveying, as defined by the laws of the State of Illinois.

2) Bid. An advertised, open, competitive solicitation for prices that are opened publicly.

3) Bid Security. A guaranty that the bidder will enter into a Contract if an offer is presented within the specified period of time; bidder's failure to do so will result in forfeiture of the Bid Security.

4) Blind Trust. An independently managed trust in which the employee- beneficiary has no management rights and in which the employee- beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.

5) Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

6) Change Order. Any written alteration in Specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any Contract accomplished by the mutual consent of the parties to the Contract. Where required, a Change Order will amend a contract's Purchase Order.

7) Confidential Information. Any information which is available to an Employee only because of the Employee's status as an Employee of the County and is not a matter of public knowledge or available to the public via a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

8) Construction. The process of building, altering, repairing, improving, demolishing, making structural repairs or other capital improvements to any public real property.

9) Contract. All types of agreements, regardless of what they may be called, for the Procurement of Goods and Supplies, Services, Construction, or Professional Services that are legally binding promises enforceable by law. For purposes of this document only, the term Contract does not include nor encompass County Employment Contracts.

10) Contract Employee. See Independent Contractor.

11) Contract File. A record maintained in the Procurement Division which may include a requisition, Purchase Order, Contract documents and/or related correspondence, excluding employment Contracts and Contracts that contain information that falls under HIPPA laws.

12) Contract Renewal. A continuation for an additional period under the original terms and conditions, where the renewal clause is included in the Bid document. If the Bid document does not include the terms and conditions of a renewal, any continuation of the Contract is considered a new Contract, which must be re-bid.

13) Contractor. Any Person having a Contract with the County or a Using Agency thereof.

14) Cooperative Procurement. Procurement conducted by or on behalf of more than one Public Procurement Unit.

15) Cost Analysis. The evaluation of Cost Data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

16) Cost Data. Factual information concerning the cost of labor, material, overhead, and other cost elements which have been actually incurred or which are expected to be incurred by the Contractor in performing the Contract.

17) Cost-Reimbursement Contract. A Contract under which a Contractor is reimbursed for costs which are allocable in accordance with the Contract terms and the provisions of this Ordinance, and a fee or profit, if any.

18) County (Public) Agency. A County officer, department, Elected Official, commission, board, Employee, or agency.

19) Debar. To remove a Person for cause from consideration for award of Contracts.

20) Direct or Indirect Participation. Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any Specification, or Procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

21) Emergency Purchase. Procurement obtained in circumstances which include threats to public health or safety, where immediate repairs to County property are required to protect or prevent against further loss or damage, or where immediate action is needed to prevent or minimize serious disruption to County services.

22) Employee. An individual drawing a salary or wages from the County of McHenry, whether elected or not.

23) Equipment. Items that are purchased or used by the County that are not Goods and Supplies and which are not expendable except through depreciation or wear and tear, and which do not lose their identity or become integral parts of other items or installations.

24) Finance & Audit Committee. The Committee established by the McHenry County Board to review and recommend appropriation budgets and expenditure of funds for all using agencies.

25) Financial Interest.
   a. ownership of any interest or involvement in any relationship from which, or as a result of which, an individual within the past year has received, or is presently or in the future entitled to receive, more than $1,200.00 per year, or its equivalent
   b. ownership of 5% of any property or Business; or

c. holding a position in a Business such as officer, director, trustee, partner, employee, or holding any position of management.

26) F.O.B. Free on Board.

27) Goods and Supplies. All personal property relating to the maintenance, repair and operating materials necessary to sustain day to day County operations.

28) Gratuity. A payment, loan, subscription, advance, and deposit of money, Service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

29) IDOT. Illinois Department of Transportation.

30) Immediate Family. Husband, wife, mother, father, mother-in-law, father- in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, uncle, aunt, brother-in-law, and sister-in-law.

31) Independent Contractor. A Person hired to accomplish a given result who has the right to control or direct his, her or its own work as to details and means by which the desired results are achieved. Compare with Employee.

32) Invitation for Bids. A formal request to vendors soliciting price Quotations or Bids, which contains or incorporates by reference the Specifications or scope of work and all contractual terms and conditions, and includes all documents, whether attached or incorporated by reference, utilized for soliciting price Quotations or Sealed Bids.

33) Market Competitive Procurement. A Market Competitive Procurement is a good that is sold by multiple vendors, is readily available through retail sale, and/or a bid for said goods or services results in a percentage over retail cost as determined by the Procurement Division. Usually a small purchase per S5-104, procurement of this good may be made by departments following Article 16 of this Ordinance, without the need for a Board Resolution.

34) Material Alteration. Any construction, repair, reconstruction, rehabilitation, addition or improvement of a County owned, leased or rented building or structure, which appreciatively affects or influences its function, use or appearance.

35) Person. Any individual or group of individuals, Business, union, firm, corporation, trustee, partnership, association, joint venture, committee, club, or other entity.

36) Price Analysis. The evaluation of Price Data, without analysis of the separate cost components and profit as in Cost Analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

37) Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

38) Procurement. The buying, purchasing, renting, leasing, or otherwise acquiring of any Goods and Supplies, Services, Equipment, Construction, or Professional Services. It also includes all

functions that pertain to the obtaining of any Goods and Supplies, Services, Equipment, Construction, or Professional Services, including description of requirements, selection, and solicitation of sources, preparation and award of Contracts, and all phases of Contract administration.

39) Procurement Executive Summary. The Procurement Executive Summary (PES) is a document produced by the Procurement Division for each Bid or RFP completed needing Board approval. The PES shows the bid number and name, the recommended vendor, amount or estimate of total award, bid or RFP due date, number of bids or proposals received, whether or not the procurement is subject to prevailing wage or is proprietary, an award statement, and a simplified chart showing responsive and responsible bidders and their respective costs for the Bid or RFP. Procurement provides each department a copy of the PES for any solicitation on behalf of the County. The PES is included with each contract approval that comes to the County Board.

40) Professional Services. The Services of a Person possessing a high degree of professional skill where the ability or fitness of the Person plays an important part and the primary reason for contracting with the Person is the County's confidence, trust, and belief in his or her talent and ability to perform the Services. Professional Services include, but are not limited to, appraisers, architects, engineers, accountants, land surveyors, psychologists, physicians, and other health care professionals. A Contract is one for Professional Services when the County's need for the Services is necessarily dependent upon the particular skill, ability, judgment and talent of the Person performing the Services.

41) Proprietary Procurement. The situation resulting from the inability to obtain competitive Bids, which may result because only one vendor or supplier possesses the unique ability to meet the particular requirements of the solicitation. Proprietary Procurement requires written justification from the requesting department explaining why there is only one source. Such justification will be reviewed and co-signed by the Procurement Division for validity.

42) Public Procurement Unit. The State of Illinois, any county, city, town, and any other subdivision of the state, or public agency of any such subdivision, public authority, educational, health, or other institution, any agency of the United States, and to the extent provided by law, any other entity which expends public funds for the Procurement of Goods and Supplies, Services, Equipment, Construction, and Professional Services.

43) Public Works Projects. Public Works Projects means any fixed work construction, improvement or demolition by any public body that is funded or financed in whole or in part with public funds.

44) Purchase Order. A written order signed and issued by the Procurement Division directing a vendor to provide Goods, Supplies, Services, Equipment, Construction, or Professional Services to McHenry County.

45) Purchase Order Change (Internal Purpose). Revision to a Purchase Order approved by the Procurement Division to record a change necessitated by accounting or other management procedures. Includes amendments to vendor's company name or address, rate adjustments specifically provided for in the original Contract and Contract Changes specified in Article 9 of this Ordinance.

46) Purchase Requisition. An internal document, by which a department sends, to the Procurement Division, details of Goods and Supplies, Services, Equipment, Construction, or Professional Services to meet its needs for a specific job.

47) Quote/Quotation. Informal pricing obtained for the purchase of Goods and Supplies, Services, Equipment, Construction, or Professional Services.

48) Request for Proposals (RFP). All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

49) Request for Qualification (RFQ). Documentation requested for Professional Services including but not limited to a list of professional references and similar work performed.

Responsive and Responsible Bidder. A Person who has the capability in all respects to perform fully the Contract requirements contained in the Invitation for Bids, has the capacity, facilities, equipment, and credit which will assure good faith performance, and has submitted a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. Responsible bidders on Public Works Projects may also have apprenticeship and training programs which fit the needs of the Public Works Project. Those criteria that will affect the Bid price and be considered in evaluation for award shall be objectively measurable, such as quality of the articles supplied; their conformity with the Specifications; their suitability to the requirements of the County; availability of support Services; uniqueness of the Goods and Supplies, Equipment, or Services as it applies to networked, integrated computer systems; compatibility to existing Equipment; and the delivery terms. The County Board also may take into consideration whether a bidder is a private enterprise or a State-controlled enterprise and, notwithstanding any other provision of this Section or a lower Bid by a State-controlled enterprise, may let a Contract to the lowest Responsible Bidder that is a private enterprise. The Invitation for Bids shall set forth the evaluation criteria to be used. No criteria may be used in the Bid evaluation unless they are set forth in the Invitation for Bids.

A Responsive and Responsible Bidder is not a Person who has:

1) a conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private Contract or subcontract, or in the performance of such Contract or subcontract; or

2) a conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business honesty which currently, seriously, and directly affects responsibility as a County Contractor; or

3) a conviction under state or federal antitrust statutes arising out of the submission of Bids or proposals; or

4) violated Contract provisions, as set forth below, which is regarded by the Chief Financial Officer to be so serious as to find them non-responsible:

   i. deliberate failure without good cause to perform in accordance with the Specifications or within the time limit provided in the Contract; or

ii. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more Contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for debarment; or

5) committed any other acts which the Chief Financial Officer determines to be so serious and compelling as to affect responsibility as a County Contractor, including debarment by another governmental entity for any cause listed in this Ordinance; or

6) violated the ethical standards set forth in Article 11.

51) Services. The furnishing of labor, time, or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This definition shall not apply to employment agreements, collective bargaining agreements or to the definition of Professional Services as provided in this Ordinance

52) Specification. Description of the physical or functional characteristics or of the attributes of Goods and Supplies, Equipment, Services, Construction, or Professional Services upon which a purchase order or contract is to be based. It may include a description of any requirement for inspecting, testing, or preparing Goods and Supplies, Services, or Construction items for delivery. Specifications set forth the characteristics of the property and/or service to be purchased as to enable the vendor to determine and understand that which is to be supplied. Specifications must be written to ensure the quality of the item is suited to its intended use and eliminates unnecessary features or frills.

53) Standing Committee. Any committee established by the McHenry County Board with specific Using Agency jurisdiction and responsibilities.

54) Stringing. Dividing or fragmenting multiple purchases with intent to circumvent any of the provisions of this Ordinance.

55) Surplus Property. Property including Goods and Supplies and Equipment that exceeds the reasonably foreseeable needs of the County or no longer has any use to the County.

56) Unauthorized Purchase. An Unauthorized Purchase occurs when the materials, Services, or any expense is charged to the County of McHenry by a Person who has not been given such authority. Unauthorized Purchases include procuring Goods and Supplies, Equipment, Construction, or Services (including Professional Services) without following the provisions of this Ordinance. The individual making an Unauthorized Purchase may incur a personal obligation to the vendor or the County for the expense even though the Goods and Supplies, Equipment, Construction, or Services (including Professional Services) are used for County business.

57) Used Equipment. Equipment that: (a) has been in service for at least one- half of its commercially reasonable life, or if its life is less than 24 months, is at least one year old; or (b) is a floor or demonstration model that is offered at a price at least twenty-five percent (25%) below current market price; or (c) is otherwise determined by the Procurement Division on a case-by-case basis to be a bona fide used item.

58) Using Agency. Any County department requiring Goods and Supplies, Equipment, Services, Construction, or Professional Services procured pursuant to this Ordinance.

ARTICLE 2 – Procurement Division

S2-101 AUTHORITY AND DUTIES

1) Principal Public Procurement Official. Except as otherwise provided herein, the Chief Financial Officer shall serve as the principal public procurement official for the County, and shall be responsible for the Procurement of Goods and Supplies, Equipment, Services, Construction, and Professional Services in accordance with this Ordinance, as well as the management and disposal of Surplus Property.

2) Duties. In accordance with this Ordinance, and subject to the supervision of the McHenry County Board, the Finance and Audit Committee, and the County Administrator, the Procurement Division shall:

   a. procure or supervise the Procurement of all Goods and Supplies, Equipment, Services, Construction, and Professional Services needed by the County, with the exception of policies as determined by IDOT for the Division of Transportation;

   b. sell, trade, transfer, or otherwise dispose of Surplus Property belonging to the County;

   c. Departments shall forward to the Procurement Division suggested Specifications as defined in S1-108 (53). The Procurement Division shall finalize, issue, revise, maintain, and monitor the use of Specifications required by the County except that Specifications for any public work involving professional engineering shall be prepared by a professional engineer.

      Specifications for Construction and maintenance of highways, bridges, and culverts shall be prepared by the Director of Transportation/County Engineer. All Specifications, including those prepared for the County by architects, engineers, designers, and draftsmen, shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs, and shall not be unduly restrictive.

      Requirements for purchase of computer software shall be in accordance with and as specified in the County of McHenry Software Management Policy. All functional Specifications shall be drafted with the assistance of the Information Technology Department to promote standardization of software through selected providers/vendors. Existing software infrastructure, already in existence at the County, should always be explored first to determine whether it can address the need. The Information Technology Department will provide guidance and direction for software acquisition to the Procurement Division in compliance with this Ordinance.

   d. establish and maintain programs for Specifications development, Contract administration and inspection and acceptance, in cooperation with the public agencies using the Goods and Supplies, Equipment, Services, Construction, and Professional Services;

   e. obtain expert advice and assistance from personnel of using agencies in the development of Specifications and may delegate in writing to a Using Agency the authority to prepare and utilize its own Specifications.

f. have discretion to select the appropriate method of Construction contracting management for a particular project. In determining which method to use, the Procurement Division shall consider the County's requirements, its resources, and the potential Contractor's capabilities. The Procurement Division shall execute, and include in the Contract File, a written statement setting forth the facts which led to the selection of a particular method of Construction contracting management for each project.

3) Procurement Operational Procedures. Consistent with this Ordinance, and with the approval of the Finance and Audit Committee and Chief Financial Officer, Procurement may adopt operational procedures relating to the execution of his/her duties.

4) Management and Disposal of Surplus Property. The Procurement Division shall have the authority to:

a. manage the use and allocation of Goods and Supplies and Equipment during their entire life cycle; and

b. determine whether the sale, lease, or disposal of Surplus Property is to be conducted by public auction, competitive sealed bidding, or by any other appropriate method.

5) Allocation of the Proceeds from Sale or Disposal of Surplus Property. The Chief Financial Officer shall allocate net proceeds from the sale, lease, or disposal of Surplus Property back to the appropriate fund.

6) Procurement Determinations. Procurement shall work cooperatively with all departments in making determinations relative to the purchase of Goods and Supplies, Equipment, Services, Construction, and Professional Services.

S2-102 MAXIMUM PRACTIBLE COMPETITION

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

S2-103

Cancellation or Rejection of Bid/RFP/RFQ or any Solicitation. An Invitation for Bids, a Request for Proposals, or other solicitation may be canceled, or any or all Bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. Each solicitation issued by the County shall state that the solicitation may be canceled by the Procurement Division and that any Bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. The reasons therefor shall be made part of the Contract File. Notice of cancellation shall be sent to all Businesses solicited. The notice will be electronically posted and shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future Procurements of similar items.

ARTICLE 3 – Source Selection and Contract Formation

S3-101 COMPETITIVE SEALED BIDDING

An openly publicized competitive process for the Procurement of Goods and Supplies, Equipment, Services, and Construction is the most effective means of determining the lowest cost from a responsible source and shall be utilized whenever possible. Purchases of Goods and Supplies, Equipment, Services, and Construction, except for Professional Services (which are governed by S4-101 and S4-102), where the total cost exceeds $30,000 shall be subject to competitive sealed bidding. This Section shall be applicable to all Contracts except as otherwise provided in Sections S1-102; S4-102; S5- 101; S5-102; S5-103; S10-103, or as provided by State Statute.

S3-102 PROCEDURES

1) Invitation for Bids. An Invitation for Bids shall be issued and shall include directions to all Specifications, and all contractual terms and conditions applicable to the Procurement.

2) Public Notice. Adequate public notice of the Invitation for Bids shall be given, not less than ten (10) calendar days prior to the date set forth therein for the opening of Bids. Such notice shall include publication in a newspaper of general circulation within the County and internet posting on the County website, not less than ten (10) days prior to the opening of Bids. The public notice shall include direction to the place, date, and time of Bid opening.

3) Requirement for Bid Security. Bid Security shall be required for all competitive sealed bidding for Construction Contracts when the price is estimated by the Procurement Division to exceed $30,000. Bid Security shall be a bond provided by a surety company authorized to do business in the State of Illinois, or a certified check, bank draft or cashier's check or otherwise supplied in a form satisfactory to the County. Nothing herein shall prevent the requirement of such bonds on Construction Contracts under $30,000 when the circumstances warrant.

4) Amount of Bid Security. Bid Security shall be in an amount equal to at least ten percent (10%) of the amount of the Bid except for the Division of Transportation, which should be at least five percent (5%).

5) Bid and Performance Bonds on Goods and Supplies, Services, or Construction Contracts. Bid and performance bonds or other security may be requested for Goods and Supplies, Equipment, Services, or Construction Contracts as the Procurement Division or head of a Using Agency deems advisable to protect the County's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder's responsibility. When a Construction Contract is awarded in excess of $30,000, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the Contract:

    a. a performance bond satisfactory to the County, executed by a surety company authorized to do business in the State, or other security in a form satisfactory to the County, in an amount equal to one-hundred ten percent (110%) of the price specified in the Contract; and

    b. a payment bond satisfactory to the County, executed by a surety company authorized to do business in the State or otherwise secured in a manner satisfactory to the County, for the protection of all Persons supplying labor or material to the Contractor or its

subcontractors for the performance of the work provided for in the Contract. The bond shall be in an amount equal to one- hundred ten percent (110%) of the price specified in the Contract.

6) Reduction of Bond Amounts. After notice to the Finance & Audit Committee of the County Board, the Chief Financial Officer is authorized to reduce the amount of the performance and payments bonds to fifty percent (50%) of the Contract price for each bond when a written determination is made that it is in the bests interests of the County to do so.

7) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in subsection (5) of this Section.

8) Rejection of Bids for Noncompliance with Bid Security Requirements.
When the Bid requires security, and it is determined that the Bid fails to comply only due to lack of security, vendor may be granted an opportunity to cure within 24 hours of the bid opening.

9) Withdrawal of Bids. If a bidder is permitted to withdraw its Bid before award as provided in subsection (14) of this Section, no action shall be had against the bidder or the Bid Security.

10) Bid Opening. Sealed Bids must be in writing and shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Bid. The amount of each Bid, and such other relevant information as the Procurement Division deems appropriate, together with the name of each bidder shall be recorded. The record and each Bid shall be open to public inspection in accordance with Section S1-103.

11) Late Bids. No Bids received after the time specified in the Bid information will be considered. It is the bidder's responsibility to see that the Bid is delivered on time and using the delivery method specified. All Bids received after the specified time will be recorded as late, and the submission time will be noted and saved to the bid file. Vendors will be notified via e-mail that their bid was "Received too late for consideration." All Vendor challenges to submission time will be subject to County IT verification.

12) Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Ordinance. Bids shall be evaluated based on the requirements set forth in the Bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose and those criteria set forth in S1-108(48) of this Ordinance. Alternative Bids may be considered and accepted provided they are specifically provided for in the Bid and meet the evaluation criteria set forth therein.

13) Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous Bids before or after Bid opening, or cancellation of awards or Contracts based on such Bid mistakes, may be permitted where appropriate. Mistakes discovered before Bid opening may be modified or withdrawn by written or electronically transmitted notice received in the office designated in Bid prior to the time set for Bid opening. Written confirmation of the Bid shall be mailed or delivered the same day. After Bid opening, corrections in Bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the Bid price actually intended. After Bid opening, no changes in Bid prices or

other provisions of Bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of Bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its Bid if:

a. the mistake is clearly evident on the face of the Bid document but the intended correct Bid is not similarly evident; or

b. the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

All decisions to permit the correction or withdrawal of Bids, or to cancel awards or Contracts based on Bid mistakes, shall be supported by a written determination made by the Procurement Division.

14) Award. The Contract shall be awarded with reasonable promptness by appropriate written notice to the lowest Responsible Bidder whose Bid meets the requirements and criteria set forth in the Bid. In the event the lowest responsible Bid exceeds estimated costs or available funds, and such Bid does not exceed such costs or funds by more than ten percent (10%), the Procurement Division is authorized, when time or economic considerations preclude re-solicitation of work on a reduced scope, to negotiate an adjustment in the Bid price with the lowest Responsible Bidder in order to bring the Bid within the amount of budgeted funds. Contracts shall be awarded according to the following considerations:

a. Lowest and Best Bid. The awards will be made to the lowest Responsive and Responsible Bidder, availability of funds and all other relevant factors, provided the Bid meets the Specifications and other requirements of the Bid information.

b. Cash Discounts. In determining the lowest Bid, cash discounts, when stated separately, will be taken into account, unless stated otherwise in the Bid information.

c. Trade and Quantity Discounts. Trade and Quantity Discounts may be indicated but should always be deducted by the bidder in calculating the unit price quoted.

d. Illinois Sales, Service and Use Tax. Bidder should not include Retailers' Occupation Tax, Use Tax or Federal Tax in the Quotation. Receipts from sales to the County are normally exempt from these taxes.

e. Unit Price Governs. In case of a mistake in the extension of a price, the unit price will govern unless otherwise stated in the Bid information.

f. Awards of Any or All Items. An award may be made to the lowest aggregate bidder for all items on an individual item basis unless otherwise stated in the Bid information. If a split award is not acceptable to the bidder, it must be so stated in the Bid.

g. Costs. Projected delivery, installation, and operational costs of Equipment may be considered.

h. Guarantees and Warranties. Terms and conditions of bidders' and manufacturers' guarantees and warranties will be considered in the evaluation of Bids.

i. Repair and Service Requirements. The bidder's or manufacturer's ability to meet specified repair and service requirements may be used in evaluating Bids.

j. Tie Bids. If two or more Bids meeting the Specifications and other requirements of the Bid information are tied for low price, the Bids will be treated as follows:

i. if there is a significant difference in the responsibility of the bidders (including ability to deliver in the quantity and at the time required), the award will be made to the bidder who is deemed to be the most responsible.

ii. if there is no significant difference in the responsibility of the bidders, but there is a difference in the quality of the commodities of Services offered, the Bid offering the best quality of items or Services will be accepted.

iii. if there is no significant difference in responsibility of the bidders and no difference in the quality of the items and service offered, the Bid offering the earliest delivery time will be accepted in any case in which the Bid information specified that the needs of the County require as early delivery as possible. In all other cases, delivery time will not be considered in making awards so long as the bidder states delivery will occur not later than the time specified in the Bid information as the latest acceptable delivery time.

iv. if the Bids quoting the same price are equal in every respect, the award may be split or made by lot.

15) Duration of Contracts.

a. Contracts may be issued for periods exceeding the lesser of (i) two (2) years or (ii) the amount of time between the date the Contract is entered into and the date that the new County Board shall take office after the next general election. Provided, however, that a Contract may be issued for a period not to exceed four (4) years so long as such Contract contains the proviso that the County shall have one hundred twenty (120) days after each election of County Board members to terminate the Contract without cause and without penalty. (iii) The County Board reserves the right to award contracts for shorter or longer terms as deemed necessary to fulfill business needs of the County. Procurement may issue Bids and Requests for Proposal for longer terms subject to final approval/award by the County Board.

b. Leases of Equipment and Machinery. The County Board may, upon the affirmative vote of two-thirds of its members, enter into one or more leases for a period not to exceed five (5) years for computer Equipment, data processing machinery, and software as may be required.

c. Purchase or Lease of Property. The County Board may purchase or lease any real estate or personal property for public purposes under Contracts providing for payment in installments over a period of time of not more than twenty (20) years in the case of real estate, and not more than ten (10) years in the case of personal property, with interest on the unpaid balance owing not to exceed the maximum rate authorized by the Bond Authorization Act, as amended at the time of the making of the Contract.

16) Insurance.

a. General. The successful bidder shall maintain for the duration of the Contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis

wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

i. Commercial General Liability in a broad form, to include but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than $1,000,000 per occurrence and $2,000,000 in the aggregate;

ii. Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non- Ownership; limits of liability not less than$1,000,000 per occurrence, combined single limit for bodily Injury Liability and Property Damage Liability;

iii. Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with a minimum limit of $100,000 for each incident.

b. Insurance Requirements for Construction Contracts. For all Construction Contracts, the Contractor and all subcontractors shall be required to maintain adequate insurance coverage for the duration of the Contract. Procurement shall determine, in consultation with the County Administrator and the Risk Management Department, the types and amounts of coverage that shall be required. The Contractor shall have the County of McHenry, a body politic, named as an additional insured as its interest may appear and furnish the Procurement Division with satisfactory evidence of said insurance.

c. Certificate of Insurance. The successful bidder agrees that with respect to the above required insurance that:

i. the County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies; and

ii. the contractual liability arising out of the Contract shall be acknowledged on the Certificate of Insurance by the insurance company; and

iii. the County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance; and

iv. Except as otherwise provided by law, in addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry, a body politic, as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance. The Procurement Division shall be responsible

for obtaining and maintaining all required Certificates of Insurance and Policy Endorsements; and

v. subcontractors, if any, shall comply with the same insurance requirements; and

vi. insurance notices and certificates of insurance shall be provided to:
McHenry County Procurement Division
2200 N. Seminary Avenue, Room 207A
Woodstock, Illinois 60098; and

vii. the County of McHenry, a body politic, shall be named as additional insured for all Contracts.

17) Hold Harmless Clause. The successful bidder agrees to indemnify, save harmless and defend the County of McHenry, its agents, servants, and Employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any Person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by the Contract upon award.

The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the willful and wanton conduct of the County of McHenry, its agents, servants, or Employees or any other Person indemnified hereunder.

18) Right to Inspect Plant. The County may, at reasonable times, inspect the part of the plant, place of business, or worksite of a Contractor or subcontractor at any tier which is pertinent to the performance of any Contract awarded or to be awarded by the County.

19) Right to Audit Records.

a. Audit of Contract Costs. The County may at reasonable times and places, audit the books and records of any Contractor who has submitted Cost or Pricing Data pursuant to Article 6 to the extent that such books, documents, papers, and records are pertinent to such Cost or Pricing Data. Any Person who receives a Contract, Change Order, or Contract Modification for which Cost or Pricing Data is required, shall maintain such books, documents, papers, and records that are pertinent to such Cost or Pricing Data for three (3) years from the date of final payment under the Contract.

b. Contract Audit. The County shall be entitled to audit the books and records of a Contractor or a subcontractor at any tier under any negotiated Contract or subcontract other than a firm fixed price Contract to the extent that such books, documents, papers, and records are pertinent to the performance of such Contract or subcontract. Such books and records shall be maintained by the Contractor or subcontractor for a period of three (3) years from the date of final payment.

20) Reporting Anticompetitive Practices. When, for any reason, collusion or other anticompetitive practices are suspected among any bidders, notice of the relevant facts shall be transmitted to the State's Attorney.

21) County Procurement Records.

a. Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a Contract shall be maintained for the County in a Contract File by the Procurement Division.

b. Retention of Procurement Records. All Procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules approved by the State of Illinois Local Records Commission.

22) Multi-Step Sealed Bidding. When it is considered impractical to prepare specifications which support an award based on price, an Invitation for Bids may be issued requesting the submission of unpriced offers to be followed by an Invitation for Bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

S3-103 SUBMISSION OF BIDS

1) Uniformity. To provide uniformity and to facilitate comparison of Bids by the County, the bidders and interested members of the public, only Bids submitted on the Bid request form specified by the County will be acceptable. The County reserves the right to waive minor variances or irregularities.

2) Signed Bid. All Bids must be appropriately signed with an original signature of the bidder. Bids that fail to conform to the requirements will not be publicly read and will be rejected. The Bid must be signed by the Person submitting the Bid or the Person's duly authorized agent, and the name and title of each Person signing the Bid shall be typed or printed below the signature.

3) Compliance With Laws, Regulations, and Labor and Employment Provisions. The Contractor agrees to comply with all laws, statutes, regulations, ordinances, rulings or enactments of any governmental authority which are applicable to the work or which in any way pertain to the project, including, without limiting the foregoing, the following statutes:

a. "AN ACT to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01).

b. "AN ACT regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works." (820 ILCS 130/0.01).

S3-104 CONTENTS OF BIDS

1) Completeness of Bids. The Bid will include all matters required by the Bid information. All appropriate blanks in the Bid form must be completed by the bidder.

2) Reference Specifications. Any Specifications or standards adopted by business, industry, not-for-profit organization, or governmental unit may be incorporated by reference.

3) Brand Name or Equivalent Specifications may refer to one or more brand name products followed by the words "or equivalent "Or equivalent" submissions will not be rejected because of minor differences in design, Construction, or features which do not affect the suitability of

the product for its intended use. The burden of proof that the product is equivalent for the intended use is on the bidder.

4) Items Must be New and Current. Unless otherwise specified, the items offered must all be new and the latest model, crop or manufacture.

5) Bids on Alternate Items. When any bidder offers an alternate item for consideration, the bidder will give complete Specifications, name the brand, and demonstrate that the alternate item is equal. The County reserves the right to reject any alternate item which it determines is not equally suitable for the specified purpose. The burden of proof is on the bidder.

6) Unit and Extended Prices. The price for the units specified in the Bid shall be clearly shown for each individual item. Only one unit price shall be quoted for each item. The Extended price for the quantity requested must also be shown. In the event there is a discrepancy between the unit and extended prices, the Unit price listed shall be the accepted price measure.

7) Period of Firm Bid. Unless otherwise provided in Bid information, the bid price must be valid for ninety (90) days after the Bid opening date. Bidders may specify a bid price may be valid longer than required by the Bid information or this rule. Any bidder who does not specify an expiration date for their bid price will be held to the ninety (90) day rule in this section.

8) Maintenance and Repair Service. If the Bid information specified that maintenance or repair Service must be provided by the successful bidder, each bidder will specify in the Bid whether the Service will be by the bidder or through an arrangement with another identified Person or firm.

9) Taxes, Licenses, Assessments, and Royalties.

    a. the Contractor shall pay all current and applicable city, county, state and federal taxes, licenses or assessments, including federal excise taxes, due on the performance of the Contract, including, without thereby limiting the foregoing, those required by the Federal Insurance Contribution Act and the Federal and State Unemployment Tax Acts, together with all royalties due for any proprietary items. The Contractor is exclusively liable for the payment of the taxes to the respective governments. In the event said taxes, licenses, assessments or royalties, or any part thereof in the first instance charged to the County, the Contractor shall, upon timely demand of the County, pay the County thereof, plus all penalties which may have accrued thereon.

    b. the County is exempt from Illinois Sales Taxes.

10) Federal Excise Tax. Bidders must not include in their prices any allowance for payment of federal excise tax if the County is exempt from such taxes. If an order or Contract is awarded for the purchase of an item that is subject to federal excise tax, the Procurement Division will furnish the vendor with an exemption certificate upon request.

11) State and Federal Laws and County Rules. All Bids and Contracts are subject to this Part and to applicable federal laws and those of the State of Illinois including, but not limited to, conflict of interest statutes, nondiscriminatory employment statutes and equal employment opportunity laws. A certification is required in certain instances, and the form of this certification may be provided in the Bid form.

12) Prevailing Wage. The State of Illinois requires under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A current prevailing wage rate sheet is posted by the State of Illinois at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

13) Reporting Requirement. Per Illinois Public Act 98-328, the County does not collect certified payroll reports. It shall be incumbent on each contractor or subcontractor to file appropriate Prevailing Wage Reports with the Illinois Department of Labor.

14) Safety Plan. The Contractor shall have in force a safety plan that meets the requirements set forth in the Safety and Health Management Guidelines promulgated by the United States Occupational Health and Safety Administration, 54 Fed. Reg. 3904-3916 (Jan. 26, 1989), or such other safety plan as may be deemed acceptable by the County.

S3-105 BID RESULTS

Bid results are unofficial until after award by the County Board. Procurement posts unofficial bid results online and distributes to departments for review. Procurement also provides bid results via the Procurement Executive Summary (PES). Departments are expected to include the PES in their agenda packets for their Liaison Committees and County Board meetings

ARTICLE 4 - Professional Services and Requests for Proposals

S4-101 PROFESSIONAL SERVICES

1) Department Heads and Elected Officials shall have the authority to award Professional Services Contracts, except for Professional Services Contracts for Architectural, Engineering, and Land Surveying Services (which are governed by S4-101(3) and S4-101(4)), and may determine, in their discretion, whether such Contracts will be awarded on the basis of competitive sealed proposals.

2) For Professional Services Contracts, except for Professional Services Contracts for Architectural, Engineering, and Land Surveying Services (which are governed by S4-101(3) and S4-101(4)), where the total cost of the Contract exceeds $30,000, the respective Department Head or Elected Official shall submit a request for an opinion to the State's Attorney as to whether the service being contracted for constitutes a "professional service" under Illinois law. Upon determination by the State's Attorney, the respective Department Head or Elected Official and the Procurement Division shall present a joint recommendation to the County Board for consideration and approval.

3) All Professional Services Contracts relating to Architectural, Engineering, and Land Surveying Services will be governed by the requirements of the Local Government Professional Services Selection Act (50 ILCS 510/1 et seq.). In the event that McHenry County issues a Request for Proposals for the selection of Architectural, Engineering, or Land Surveying Services, proposals shall be evaluated based on the requirements set forth in the Request for Proposals, which may include qualifications, ability of professional personnel, past record and experience, performance data on file, willingness to meet time and budget requirements, location, workload of the firm, work on similar projects, past performance with McHenry County, and financial stability. Notwithstanding any provision of this Ordinance to the contrary, in no event shall a County Agency, prior to selecting for negotiation under 50 ILCS 510/7 an individual or firm for Architectural, Engineering, or Land Surveying Services, seek formal or informal submission of verbal or written estimates of costs or proposals in terms of dollars, hours required, percentage of construction cost, or any other measure of compensation. Competitive sealed proposals are required where the total cost of the Contract is greater than $30,000 unless a prior, satisfactory relationship exists for the Services desired. For all Professional Services Contracts relative to Architectural, Engineering, and Land Surveying Services where the total cost of the Contract exceeds $30,000, the respective Department Head or Elected Official and the Procurement Division shall present a joint recommendation to the County Board for consideration and approval. The County Board may waive the requirements of Sections 4, 5, and 6 of the Local Government Professional Services Selection Act if it determines by Resolution, that an emergency situation exists and a firm must be selected in an expeditious manner.

4) Department Heads and Elected Officials may award Professional Services Contracts relative to Architectural, Engineering, and Land Surveying Services where the total cost for the project is expected to be less than $30,000, without regard to Sections 4, 5, and 6 of the Local Government Professional Services Selection Act.

S4-102 COMPETITIVE SEALED PROPOSALS

1) Conditions for Use. Competitive Sealed Proposals shall be initiated and created in accordance with the procedures for Competitive Sealed Bidding as enumerated in Article 3 when the

Procurement Division determines, and when not required by law, in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the County.

2) Request for Proposals. Proposals shall be solicited through Request for Proposals.

3) Public Notice. Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section S3-102(2).

4) Contract Clauses, Standard Clauses, and Their Modification. All County Contracts for Goods and Supplies, Services, Equipment, Construction, and Professional Services shall include provisions necessary to define the responsibilities and rights of the parties to the Contract. The Procurement Division, after consultation with the State's Attorney, may establish standard Contract clauses for use in County Contracts.

5) Handling of Proposals and Related Documents. No proposals or related documents shall be handled so as to permit the disclosure of the identity of any bidder, potential bidder or the contents of any proposal to competing bidders or potential bidders during the procurement process. A register of the proposals shall be prepared containing the name of each bidder, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after Contract award.

6) Evaluation Factors. The Request for Proposals shall state the relative importance of price and other evaluation factors. All requests for proposals are subject to all terms and conditions provided within the request for proposal.

7) Discussion and Revisions to Proposals. As provided in the Request for Proposals, discussions may be conducted with any vendors who submit proposals acceptable to the County for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. All such discussions shall be conducted by the Procurement Division on behalf of the County until such time as the Contract has been awarded. Revisions to proposals may be permitted after submission and prior to award, for the purpose of obtaining best and final offers from any proposal acceptable to the County. In conducting discussions, there shall be no disclosure of the identity of competing bidders or of any information derived from proposals submitted by competing bidders.

S4-103 CANCELLATION OR REJECTION OF REQUESTS FOR PROPOSALS

Please see S2-103 for cancellation of any solicitation.

ARTICLE 5 – Non-Competitive Procurement, Emergencies, and Small Purchases

S5-101 NON-COMPETITIVE PROCUREMENT

1) General. Subject to requirements in 55 ILCS 5/5-1022 (c) and (d), a Contract may be awarded without competition when a Department Head determines, and Procurement concurs in writing, and it is not required by law, after conducting a good faith review of available sources, that the Contract by its very nature is not suitable to competitive Bids or proposals. Examples of Contracts which may not be suitable for competitive Bids or proposals are Contracts where:
    a. there is only one source for the required Goods and Supplies, Service, or Construction;
    b. a sole supplier's item is needed for trial use or testing;
    c. products are bought for over-the-counter resale;
    d. purchases of Used Equipment; and
    e. purchases at auctions.

2) Technology Purchases Not Suitable for Competitive Bid. The purchase of computer software, computer hardware, computer databases that have been competitively procured and that require additional proprietary licensing, software integrations, software development, software maintenance, computer hardware maintenance, database maintenance, software support services, database support services, cloud services and computer hardware support services are not suitable for competitive procurement. Purchases over $30,000 must be authorized by the County Board.

    The purchase of used computer hardware, used computer hardware maintenance, and used computer hardware support services shall not be required to be competitively procured. Purchases over $35,000 must be authorized for purchase by the County Board. However, the Director of Information Technology and the Procurement Division may authorize technology purchases up to $35,000 without competitive procurement. Purchases over $35,000 will be subject to competitive procurement according to S5-103

3) Negotiation. The Procurement Division and responsible Department Head can conduct negotiations, as appropriate, as to price, delivery, and terms.

S5-102 EMERGENCY PROCEDURES

Notwithstanding any other provisions of this Ordinance, the Chief Financial Officer or other County officials (as authorized by the County Board or Illinois or federal statute) may make emergency Procurement of Goods and Supplies, Equipment, Services, Professional Services, or Construction when there exists a threat to public health, welfare, or safety, or to prevent or minimize serious disruption of government service; provided that such emergency Procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular Contractor shall be included in the Contract File. A confirming Resolution, along with the written determination, shall be submitted to the County Board for all emergency Procurements of Goods and Supplies, Equipment, Services, Professional Services, and Construction, exceeding $30,000. The confirming Resolution process for emergency Procurements shall be in accord with the procedure set forth in Section S8-105.

S5-103 PURCHASE STRUCTURE

1) Purchases under $5,000. Purchases up to $5,000 can be made at Department Head discretion without prior approval of the Procurement Division.

2) Purchases between $5,001 and $30,000. Purchases, except for purchases of Professional Services (the purchasing structure of which is set forth in Article 4), where the total cost is between $5,001 and $30,000 require that three (3) Quotations be obtained by the Procurement Division from specifications created by the requesting department. Such purchases may be approved without Liaison Committee or Board approval. In the event three (3) quotations cannot be obtained, the Procurement Division shall document a good faith effort was made and attach such documentation to the requisition in the County Enterprise Resource Program (ERP). A vendor's refusal to quote or notice of no quote may be considered a quote response and will be documented in the ERP.

3) Purchases Over $30,000. Purchases, except for purchases of Professional Services (the purchasing structure of which is set forth in Article 4), where the total cost exceeds $30,000 require formal sealed Bids after specifications have been created by the requesting department. Such purchases require a Resolution brought forth by the Liaison Committee and the Finance & Audit Committee for Board approval.

S5-104 SMALL PURCHASES

1) General. Any Contract where the total cost is less than $30,000 may be made in accordance with the small purchase procedures authorized in this Section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this Section.

2) Procedure. The Procurement Division shall adopt operational procedures for making small purchases. Such operational procedures shall provide for obtaining adequate and reasonable competition by written or oral Quotation for the Goods and Supplies, Service, or Construction being purchased. Award shall be made to the Business offering the lowest acceptable Quotation. Adequate records to document the competition obtained shall be maintained.

3) End of Year Vendor Cost Reconciliation. At the end of each fiscal year, the Procurement Division will conduct a review of small procurement purchase orders. In the event over $30,000 is spent with a vendor, but no procurement process was conducted, Procurement and County Auditor will review the invoices to confirm there is no stringing, and that cumulative purchases would not otherwise have been bid. If Procurement and the County Auditor agree a bid should be conducted for regularly purchased items, a solicitation will be conducted for the following years' procurement according to Procurement Ordinance Article 3 or Article 4, depending on a Bid, RFP, or RFQ being required. Payment to any vendor who has already provided or completed delivery of a good or service will not be withheld during the review. Departments may continue to use a vendor as they have, until a contract is approved by the County Board and entered into the County ERP System.

ARTICLE 6 – Cost or Pricing Data and Analysis

S6-101 CONTRACTOR CERTIFICATION

A Contractor or prospective Contractor shall, except as provided in Subsection (3) of this section, submit Cost or Pricing Data and shall certify that, to the best of their knowledge and belief, the Cost or Pricing Data submitted was accurate, complete, and current as of a mutually determined specified date prior to the date of:

1) the pricing of any Contract awarded by Competitive Sealed Proposals or pursuant to the Sole Source Procurement authority where the total price is expected to exceed an amount established by procurement regulations or when determined by the Procurement Division to be in the best interest of the County; or

2) the pricing of any Change Order or Contract Modifications which is expected to exceed an amount established by procurement regulations or when determined by the Procurement Division to be in the best interests of the County.

S6-102 PRICE ADJUSTMENT

Any Contract, Change Order, or Contract Modification under which a certificate is required shall contain a provision that the price to the County, including profit or fee, shall be adjusted to exclude any significant sums by which the County finds that such price was increased because the Contractor-furnished Cost or Pricing Data was inaccurate, incomplete, or not current as of the date agreed upon between the parties.

S6-103 COST OR PRICING DATA NOT REQUIRED

The requirements of this section need not be applied to Contracts:

1) where the Contract price is based on adequate price competition;

2) where the Contract price is based on established catalogue prices or market prices;

3) where Contract prices are set by law or regulation; or

4) where it is determined in writing by the Procurement Division that the requirements of this Section may be waived, and the reasons for such waiver are stated in writing.

S6-104 COST OR PRICE ANALYSIS

A Cost Analysis or Price Analysis, as appropriate, shall be conducted prior to award of a Contract other than one under Section S3-101 or Section S5-103. A written record of such Cost Analysis or Price Analysis shall be made a part of the Contract File.

S6-105 APPROVAL OF ACCOUNTING SYSTEM

Except with respect to firm fixed price Contracts, no Contract type shall be used unless it has been determined in writing by the Procurement Division that:

1) the proposed Contractor’s accounting system will permit timely development of all necessary Cost Data in the form required by the specific Contract type contemplated; and

2) the proposed Contractor’s accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

ARTICLE 7 – Contract Management Policy

S7-101 CONTRACT POLICY

1) Purpose. This policy defines the parameters by which a County Contract is created and defines the required administrative review process for managing County Contracts.

2) Policy. The Procurement Division shall be responsible for ensuring that all Contracts comply with applicable state and federal laws and internal procedures. All Contracts entered into by the County, including original Contracts, amendments, and extensions, are subject to appropriate legal review, and must be stored and retained according to federal, state and County document retention policies unless specifically excluded by this or another policy adopted by the County Board.

S7-102 DEFINITIONS

1) Contract Compliance. The process of reviewing and managing Contracts and agreements that bind the County. Policies that determine how Contracts will be processed fall under the responsibility of the County Board and shall be enforced by County Administration and administered through the Procurement Division.

2) Contract Administration. The ongoing process of ensuring that the terms and conditions of Contracts are being implemented as agreed to by the parties. Contract Administration is the responsibility of the Procurement Division and the requesting Department Head or Elected Official. The Department Head or Elected Official is the individual responsible for promoting the Contract, including ensuring that appropriate approval is obtained and, where required, obtaining Liaison Committee and/or Board approval and signature.

S7-103 PROCEDURES

1) All proposed Contracts must be submitted to the Procurement Division for review and processing. Procurement, upon completion of their review, may, if deemed necessary, submit the Contract to the State's Attorney's Office to ensure that the Contract meets all legal requirements.

2) If submitted to the State's Attorney's Office for review, after an opinion has been rendered on the proposed Contract, Procurement will edit the language of the Contract as suggested by the State's Attorney's Office and forward the revised draft Contract to the Department Head or Elected Official to obtain approval as required by this Ordinance. If no legal opinion is requested, the Procurement will, upon completion of their review, forward the draft Contract to the Department Head or Elected Official to obtain approval including, where required, Liaison Committee and/or Board approval and signature.

3) After approval of the proposed Contract is obtained, Procurement will send the Contract to the vendor for signature with instructions to return it to the Procurement Division. Upon receipt of the signed Contract, Procurement shall be responsible to have the Contract executed on behalf of the County and will advise the requesting Department Head or Elected Official when the Contract has been duly executed and is in force.

4) Procurement will index and image the Contract, ensuring access to it by the requester and other County Officials as directed by statute. The original Contract will be filed with the County

Clerk's office as mandated by statute. A system will be put in place that will generate a notice to the originating Department Head or Elected Official six (6) months prior to the expiration of each Contract to allow the original requester to begin the process of developing a new Contract.

S7-104 TYPES OF CONTRACTS

1) General Authority. Subject to the limitations of this Section, any type of Contract which is appropriate to the Procurement and which will promote the best interests of the County may be used, provided that the use of a cost- plus-a-percentage-of-cost Contract is prohibited. A cost reimbursement Contract may be used only when a determination is made in writing that such Contract is likely to be less costly to the County than any other type or that it is impracticable to obtain the Goods and Supplies, Equipment, Services, or Construction required except under such a Contract.

2) Multiple Source Contracting.

   a. General. A multiple source award is an award of an indefinite quantity for one or more similar Goods and Supplies or Services to more than one bidder.

   b. Limitations on Use. A multiple source award may be made when awards to two or more bidders for similar products is necessary for adequate economic delivery, service or product compatibility. Any multiple source award shall be made in accordance with the provision of Section S3-101; Section S4- 102; Section S5-103; and Section S5-102, as applicable. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie Bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements of the County without sacrificing economy and service.

   c. Contract and Solicitation Provisions. All eligible users of the Contract shall be named with provisions for additional users to be added if it will not materially affect the Contract in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the Contract be obtained in accordance with the Contract, provided that:

      i. the County shall reserve the right to take Bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the Contract; and

      ii. the County shall reserve the right to take Bids separately if the Procurement Division approves a finding that the Goods and Supplies or Service available under the Contract will not meet a nonrecurring special need of the County.

   d. Intent to Use. If a multiple source award is anticipated prior to issuing a solicitation, the County shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

   e. Determination Required. The Procurement Division shall make written determination setting forth the reasons for a multiple source award, which shall be made a part of the Procurement file.

3) Excluded Contracts.

a. Employment Contracts. Unless mandated by the County Board no employment contracts will be held in Procurement nor will they be approved or negotiated by the Chief Financial Officer.

b. HIPAA Contracts. Under the U.S. Health Insurance Portability and Accountability Act of 1996, a HIPAA business associate agreement (BAA) is a Contract between a HIPAA covered entity and a HIPAA business associate (BA). The Contract protects personal health information (PHI) in accordance with HIPAA guidelines and therefore will not be held in the Procurement Division nor be part of this Ordinance.

ARTICLE 8 – Contract Execution

S8-101 REQUISITIONS

Prior to submission to the Procurement Division, all requisitions shall be approved by the Department Head or Elected Official making the request or by an individual authorized by the Department Head or Elected Official.

S8-102 FISCAL RESPONSIBILITY

Prior to the issuance of any Purchase Order, Contract, or Change Order, the Department Head or Elected Official shall certify that sufficient budgeted funds are available.

S8-103 AUTHORIZATION TO ISSUE BIDS OR OTHER SOLICITATIONS

The Procurement Division may issue Bids or other solicitations for any Goods and Supplies, Equipment, Services, or Construction for which funds have been specifically budgeted. Approval of both the Liaison Committee in charge of the Using Agency making the request and the Finance & Audit Committee is required prior to any solicitation for any Goods and Supplies, Equipment, Services, or Construction not specifically authorized in the budget, except those covered by Section S5-104 (Small Purchases).

S8-104 REVIEW OF CONTRACTS

At the discretion of Procurement, the State's Attorney shall review, prior to award, all Contracts. This review shall not be required when the form and content of the Contract documents has previously been approved by the State's Attorney.

S8-105 APPROVAL OF CONTRACTS

1) Contracts over $30,000. The Liaison Committee in charge of the Using Agency and the Finance & Audit Committee (except with respect to Division of Transportation Contracts governed by Federal or Illinois Department of Transportation regulations, which shall be presented only to the Transportation Committee) shall jointly submit their recommendation on the award of a Contract where the total cost of the Contract exceeds $30,000, by Resolution, to the County Board for its consideration at its next meeting. After award by the County Board, Contracts shall be signed by the County Board Chairman and/or the Chief Financial Officer or County Administrator. Unless specified differently in the Resolution, or specified by grant parameters, ex-officio memberships, etc.

2) Contracts of Less than $30,000. The County Board Chairman and/or the Chief Financial Officer or County Administrator shall sign all Contracts where the total cost of the Contract is between $5,000 and $30,000, unless a different signature is required by grant parameters, ex-officio memberships, etc.

3) Contracts Involving a Material Alteration. All Contracts, regardless of cost, that will result in a Material Alteration as defined in S1-108(35) of this Ordinance shall be jointly submitted by the Administrative Services and Finance & Audit Committees, by Resolution, to the County Board for its consideration at its next meeting. After award by the County Board, all such Contracts shall be signed by the County Board Chairman and/or the Chief Financial Officer or County Administrator.

ARTICLE 9 – Contract Changes

S9-101 CHANGE ORDERS AND CONTRACT MODIFICATIONS

1) All Change Orders and Contract Modifications shall be in writing. When the total of Change Orders or price adjustments on any Contract exceeding $30,000 exceeds ten percent (10%) of the original Contract amount, approval of the Liaison Committee in charge of the Using Agency and the Finance & Audit Committee is required. Upon approval, it shall be the responsibility of the requesting department to obtain a Resolution from the County Board authorizing such price adjustment before such price adjustment shall be effective.

2) When a Change Order or series of Change Orders authorize or necessitate an increase or decrease in time of completion by a total of 30 days or more, the authorized Employee or official shall make a determination in writing that:

    a. the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Contract was signed, or
    b. the change is germane to the original Contract as signed, or
    c. the Change Order is in the best interests of the County and authorized by law.
    d. the written determination and the written Change Order resulting from that determination shall be retained in the Contract File which shall be open to the public for]inspection.

3) When any Change Order or series of Change Orders for any public works Contract authorizes or necessitates any increase in the Contract price that is fifty percent (50%) or more of the original Contract price or that authorizes or necessitates any increase in the price of a subcontract under the Contract that is fifty percent (50%) or more of the original subcontract price, then the portion of the Contract that is covered by the Change Order must be resubmitted for bidding in the same manner for which the original Contract was bid.

4) The foregoing paragraph (1) does not apply to Division of Transportation Contracts relating to the planning, design, Construction and maintenance of highways, bridges, and culverts, so long as the Change Orders, in the aggregate, do not exceed the total dollar amount previously approved by Resolution of the County Board; however where a Change Order will result in the aggregate of all Change Orders exceeding the total dollar amount as previously approved by the County Board, such Change Order shall be subject to the procedures contained in paragraph (1) above.

5) The Chief Financial Officer or designee retains the right to get County Board approval to sign all Change Orders and to consent to Contract assignments. All such Change Orders shall be approved in writing by the head of the requesting department before execution of the Change Order by the Chief Financial Officer. No Change Order may exceed the threshold set for Sealed Bids and cannot exceed a County Board approved Resolution. Additionally, the Director of Transportation/County Engineer is authorized to sign Change Orders for projects relating to planning, design, Construction and maintenance of highways, bridges, and culverts.

ARTICLE 10 – Cooperative Procurement

S10-101 COOOPERATIVE PROCUREMENT AUTHORIZED

Subject to 30 ILCS 525, commonly known as the Illinois Governmental Joint Purchasing Act, the County of McHenry may either participate in, sponsor, conduct, or administer a Cooperative Procurement agreement for the Procurement of Goods and Supplies, Equipment, Services, Construction, or Professional Services with one or more Public Procurement Units. Such Cooperative Procurement may include, but is not limited to, joint or multi-party Contracts between Public Procurement Units and open- ended state Public Procurement Unit Contracts which are made available to other Public Procurement Units.

S10-102 SALE, ACQUISITION, OR USE OF GOODS AND SUPPLIES

The County of McHenry may sell to, acquire from, or use any Goods and Supplies belonging to another Public Procurement Unit independent of Article 3.

S10-103 COOPERATIVE USE OF GOODS AND SUPPLIES AND SERVICES

The County of McHenry may enter into an agreement independent of the requirements of Article 3 with any other Public Procurement Unit for the cooperative use of Goods and Supplies and Services under the terms agreed upon between the parties.

S10-104 JOINT USE OF FACILITIES

The County of McHenry may enter into agreements for the common use or lease of warehousing facilities, capital Equipment, and other facilities with another Public Procurement Unit under the terms agreed upon between the parties.

ARTICLE 11 – Ethics in Public Contracting

S11-101 STATEMENT OF POLICY

Public employment is a public trust. It is the policy of the County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service. Employees must discharge their duties impartially to assure fair competitive access to governmental Procurement by responsible Contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the County Procurement organization. Accordingly, the County shall adhere to the requirements of state law regarding the Procurement process, including the use of competitive bidding where required. To achieve the purpose of this Article, it is essential that those doing business with the County also observe the ethical standards prescribed herein.

S11-102 GENERAL STANDARDS OF ETHICAL CONDUCT

1) General Ethical Standards for Employees. Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the Employee's duties is a breach of a public trust.

2) General Ethical Standards for Non-Employees. Any effort to influence any Employee to breach the standards of ethical conduct set forth in this Article is a breach of ethical standards.

S11-103 CRIMINAL PENALTIES

To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of State Statutes, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Article. Criminal, civil, and administrative sanctions against Employees or non-employees which are in existence on the effective date of this Ordinance shall not be impaired.

S11-104 EMPLOYEE CONFLICT OF INTEREST

1) Conflict of Interest. It shall be unethical for any Employee to participate directly or indirectly in Procurement when the Employee knows that:

    a. the Employee or any member of the Employee's Immediate Family has a Financial Interest pertaining to the Procurement; or

    b. any other Person, Business, or organization with whom the Employee or any member of an Employee's Immediate Family is negotiating or has an arrangement concerning prospective employment is involved in the Procurement.

2) Financial Interest in a Blind Trust. An Employee or any member of an Employee's Immediate Family who holds a Financial Interest in a disclosed Blind Trust shall not be deemed to have a conflict of interest regarding matters pertaining to that Financial Interest.

3) Discovery of Actual or Potential Conflict of Interest, Disqualification, and Waiver. Upon discovery of an actual or potential conflict of interest, an Employee shall promptly file a written

statement of disqualification and shall withdraw from further participation in the transaction involved. The Employee may, at the same time, apply for an advisory opinion as to what further participation, if any, the Employee may have in the transaction pursuant to Section S11-108.

S11-105 GRATUITIES AND KICKBACKS

1) Gratuities. It shall be unethical for any Person to offer, give, or agree to give any Employee, or for any Employee to solicit, demand, accept, or agree to accept from another Person, a Gratuity or an offer of employment in connection with any Direct or Indirect Participation in a Procurement activity.

2) Kickbacks. It shall be unethical for any payment, Gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime Contractor or higher tier subcontractor or any individual associated therewith, as an inducement for the award of a subcontract or order.

S11-106 PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a Person to be retained, or to retain a Person, to solicit or secure a County Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide Employees or bona fide established commercial selling agencies for the purpose of securing business.

S11-107 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unethical for any Employee who is participating directly or indirectly in the Procurement process to become or to be, while such an Employee, the employee of any Person contracting with governmental body by whom the Employee in employed.

S11-108 WAIVERS FROM CONTEMPORANEOUS EMPLOYMENT PROHIBITION AND OTHER CONFLICTS OF INTEREST

The Administrative Services Committee may grant a waiver from Section S11-104(1) or Section S11-107 upon making a written determination that;

a. the contemporaneous employment or Financial Interest of the Employee has been publicly disclosed;

b. the Employee will be able to perform its Procurement functions without actual or apparent bias or favoritism; and

c. the award will be in the best interests of the County

S11-109 USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any Employee or former Employee to knowingly use Confidential Information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other Person.

S11-110 REPORTING OF ANTI-COMPETITIVE PRACTICES

When for any reason collusion or other anti-competitive practices are suspected among any bidders, or by any County Employees or officers, an Employee with knowledge of such reason shall follow the reporting requirements of the McHenry County personnel policies. Facts may also be presented to the County Auditor or the State's Attorney for appropriate investigation. Any Employee making a good faith report under this section shall have all protections afforded to a whistleblower under the McHenry County personnel policies and State statute.

S11-111 SANCTIONS

1) Employees. Sanctions on an Employee for violations of the ethical standards of this Article shall be imposed in accordance with McHenry County personnel policies.

2) Non-Employees. The Finance and Audit Committee may impose one or more of the following sanctions on a non-employee for violations of the ethical standards:

    a. written warnings or reprimands; or

    b. termination of Contracts.

S11-112 RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS

1) General Provisions. The value of anything transferred or received in breach of the ethical standards of this Ordinance by a County Employee or a non- employee may be recovered from both County Employee and non- employee.

2) Recovery of Kickbacks by the County. Upon showing that a subcontractor made a kickback to a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE 12 – Appeals and Remedies

S12-101 BID PROTESTS

1) Right to Protest. Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a Contract may protest to the Chief Financial Officer. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, addendum, and notice of award or other written decision by the Procurement Division.

2) Stay of Procurement During Protest. In the event of a timely protest under Subsection (1) of this Section, the Chief Financial Officer or the Finance and Audit Committee, after consulting with the State's Attorney shall determine whether it is in the best interests of the County to proceed with the solicitation or award of the Contract.

3) Entitlement to Costs. When a protest is sustained and the protesting bidder should have been awarded the Contract under the solicitation but is not, then the protesting bidder shall be entitled only to the reasonable costs incurred in connection with the solicitation, including Bid preparation costs other than attorney's fees.

S12-102 CONTRACT CLAIMS

All claims by a Contractor against the County relating to a Contract, except Bid protests, shall be submitted in writing to the Chief Financial Officer. The Contractor may request a conference with the Chief Financial Officer on the claim. Claims include, without limitation, disputes arising under a Contract, and those based upon breach of Contract, mistake, misrepresentation, or other cause for Contract Modification or rescission.

S12-103 AUTHORITY OF THE CHIEF FINANCIAL OFFICER TO SETTLE BID PROTESTS AND CONTRACT CLAIMS

1) Authority. The Chief Financial Officer, after consultation with the State's Attorney, is authorized to settle any procedural protest regarding the solicitation or award of a County Contract prior to an appeal to the McHenry County Board, or any committee thereof. The Chief Financial Officer, after consulting with the State's Attorney, is authorized to make recommendations on the settlement of any monetary claim to the appropriate committees of the McHenry County Board for their consideration.

2) Notice to the Contractor of the Chief Financial Officer's Decision. If the protest or claim is not resolved by a mutual agreement, the Chief Financial Officer shall promptly issue a decision in writing, and it shall be immediately mailed or otherwise furnished to the Contractor. The decision shall state the reasons for the decision reached and shall inform the Contractor of its appeal rights under Subsection (3) of this Section.

3) Finality of Chief Financial Officer's Decision; Contractor's Right to Appeal. The Chief Financial Officer's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the Chairman of the Finance and Audit Committee receives a written appeal from the Contractor.

4) Failure to Render Timely Decision. If the Chief Financial Officer does not issue a written decision regarding any protest or claim within ten (10) calendar days after written request for a

final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

S12-104 ACCESS TO ADMINISTRATIVE FORUM, SUBJECT TO STATUTORY PROVISIONS

1) Appeal Process. Any actual or prospective bidder or Contractor may appeal a decision of the Chief Financial Officer regarding Bid protests or Contract claims to the Finance and Audit Committee. Said appeal shall be made in writing within ten (10) calendar days from the date of receipt of the decision. The protestor shall be notified of the time and date when the appeal shall be considered and afforded a reasonable opportunity to state its position. Any party whose interests may be adversely affected by a protest or appeal shall also be notified and have the right to appear for the purpose of protecting those interests.

2) Decision. The Finance and Audit Committee shall promptly issue a decision:
   a. prior to award, said decision shall be referred with the Resolution for award of the Contract for consideration by the County Board; or

   b. after award, the decision of the Finance and Audit Committee shall be final and conclusive.

3) Elected County Officials. Decisions and determinations made under this Section and Section S12-103 are subject to the review and approval of Elected County Officials as provided by State law.

S12-105 PROCEDURE FOR NON-COMPLIANCE

1) Competitive Sealed Bids/Competitive Sealed Proposals – Non-compliance Ascertained Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the Bid opening or the closing date for receipt of proposals, the Procurement Division, after consultation with the State's Attorney, determines that a solicitation is in violation of federal, state, or local law, then the solicitation shall be cancelled or revised to comply with applicable law.

2) Competitive Sealed Bids/Competitive Sealed Proposals – Non-compliance Ascertained Prior to Award. If after Bid opening or the closing date for receipt of proposals, the Procurement Division, after consultation with the State's Attorney, determines that a solicitation or proposed award of a Contract is in violation of federal, state, or local law, then the solicitation or proposed award shall be cancelled.

3) Competitive Sealed Bids/Competitive Sealed Proposals – Non-compliance Ascertained After Award. If, after an award, the Procurement Division, after consultation with the State's Attorney, determines that a solicitation or award of a Contract was in violation of the Procurement Ordinance, then:

   a. if the Person awarded the Contract has not acted fraudulently or in bad faith:

      i. the Contract may be ratified and affirmed by the County Board, provided it is determined that doing so is in the best interests of the County and provided that no violation of State or Federal law has occurred in the procurement process; or

ii. the Contract may be terminated and the Person awarded the Contract shall be compensated for the actual costs reasonably incurred under the Contract prior to notification; or

b. if the Person awarded the Contract has acted fraudulently or in bad faith the Contract may be declared null and void or voidable, if such action is in the best interests of the County.

ARTICLE 13 – Debarment

S13-101 AUTHORITY TO DEBAR

After reasonable notice to the Person involved and reasonable opportunity for that Person to be heard, the Chief Financial Officer, after consultation with the State's Attorney, is authorized to Debar a Person for cause from consideration for award of Contracts. The debarment shall be for a period of not more than three (3) years. The causes for debarment include:

1) criminal conviction for an incident related to obtaining or attempting to obtain a public or private Contract or subcontract, or in the performance of such Contract or subcontract;

2) conviction for embezzlement, theft, forgery, bribery, falsification or destruction or records, receiving stolen property, or any other offense indicating a lack of business integrity or honestly which seriously and directly affect responsibility as a County Contactor;

3) conviction under state or federal antitrust laws arising out of the submission or Bids or proposals;

4) violation of Contract provisions or a character which is regarded by the Chief Financial Officer to be so serious as to justify debarment, including, but not limited to:

    a. deliberate failure to perform the Specifications or within the time limit provided in the Contract; or

    b. a record within the previous five (5) years of failure to perform or to perform unsatisfactorily the terms of one or more Contracts, excluding situations in which the lack of performance is caused by acts beyond the control of the Contractor.

5) any other cause which the Chief Financial Officer determines to be so serious and compelling as to affect responsibility as a County Contractor, including debarment by any other governmental entity for any cause listed in this Ordinance; and

6) for violation of the ethical standards set forth in Article 11 of this Ordinance

S13-102 DECISION TO DEBAR

The Chief Financial Officer shall issue a written decision to Debar. The decision shall state the reasons for the action taken and inform the debarred Person involved of its rights concerning administrative review. A copy of said decision shall be provided to the Chair of the Finance and Audit Committee.

1) A copy of the decision required by this section shall be mailed or otherwise delivered by the Chief Financial Officer to the debarred Person within five (5) days after such decision is made.

2) A decision to Debar under this Article shall be final. The debarred Person shall have ten (10) calendar days after receipt of the decision to submit a written appeal to the Chairperson of the Finance and Audit Committee for consideration by the full committee. The debarred Person shall be notified in writing of the time, date and location when the appeal shall be considered and shall be afforded a reasonable opportunity to state its position in writing, to submit evidence, to examine and cross-examine witnesses and to hire and be represented by counsel

of its own choice. The Finance and Audit Committee shall issue its decision promptly, but in no event later than thirty (30) days after conclusion of the hearing. The decision of the Finance and Audit Committee shall be final and reviewable in accordance with state law.

ARTICLE 14 – PURCHASE ORDERS

S14-101 GENERAL

Purchase Orders shall be the basis to authorize all procurement of goods, services, construction, and professional services. Purchases authorized by County Board Resolution satisfy the requirements as set forth under this Ordinance for the Procurement Division to issue a Purchase Order.

S14-102 PROCEDURES

1) Direct Invoice. The department, agency, or County office shall approve and may issue payment to a vendor for purchases less than $5,000 via direct invoice. Purchases shall be made in accordance with County of McHenry or other government contracts whenever possible.

2) County of McHenry Purchase Orders. Except as stated in S6-102 (1), departments shall forward a requisition to the Procurement Division requesting goods, services, construction or professional services for purchases greater than $5,000.

    a. The Procurement Division shall issue all purchase orders for transactions between $5,001 and $30,000 for goods, equipment and services, in accordance with S5-103 and S5-104 (PURCHASE STRUCTURE and SMALL PURCHASES, respectively).

    b. For purchases greater than $30,000 for goods, equipment and services the User Department shall forward a requisition to encumber funds and direct the Procurement Division to procure the goods or services through either a competitive bid or sealed proposal process, except as provided for in ARTICLE 15 Division of Transportation Requirements.

S14-103 EXCEPTIONS

1) Examples of non-negotiable and proprietary purchases that do not require competitive procurement or a purchase order and, therefore, may be processed by voucher directly to Accounts Payable, include, but are not limited to:

    a. Books
    b. Subscriptions
    c. Copyrighted Material
    d. Membership and Registration fees
    e. Travel
    f. Interdepartmental Reimbursements
    g. Employee Reimbursements
    h. Legal Services and Related Litigation Expenses
    i. County postage permit fund replenishment and permit renewal
    j. Statutory Clerk election mail
    k. Statutory Treasurer tax mailing
    l. Statutory Assessor mail
    m. Intergovernmental Payments
    n. Bank Payments
    o. Settlement of Judgements & Claims
    p. Utility payments for water, sewer, gas, electricity, telephone and cell phones

q. Refunds
r. Hospital, Medical, Doctor and Dentist Expenses
s. Building Systems upgrades, repairs, and additions (i.e. Building security systems, electrical systems, plumbing systems, and microphone and public address systems,)

2) Non-negotiable purchases shall be determined by the Procurement Division and approved by the Administrative Services and Finance and Audit Committees of the County Board.

ARTICLE 15 – Division of Transportation Requirements

S15-101 DIVISION OF TRANSPORTATION REQUIREMENTS

The Division of Transportation follows the current Resolution for Authorizing a Consultant Selection Policy for the Division of Transportation. In addition, the following statement is in place by IDOT for qualification-based selection for Consultant Engineering Services. According to the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq., and Title 23, Chapter 1, Subchapter I, Paragraph 112(b)(2) of the United States Code, local governments must negotiate and enter into Contracts for Architectural, Engineering, and Land Surveying Services on the basis of demonstrated competence and qualifications for the type of Services required and at fair and reasonable compensation. Awarding a Contract to the lowest bidder through competitive bidding is not allowed. Chapter 5, Section 5.07 of the Bureau of Local Roads & Streets manual details the qualification-based selection process.

ARTICLE 16 – Market Competitive Procurements

S16-101 GENERAL

Market Competitive procurement is the process by which departments may procure goods where the Market provides multiple vendors for the same product, the product itself is generic enough to be readily available, and/or competitive bidding requirements result in higher prices than retail, or the Procurement Division determines the cost of County Procurement is greater than the price of the good or goods to be procured.

Procurement of Market Competitive goods and services may be made under the same provisions as S5-103 (1) “Purchases under $5,000.” Market Competitive goods as defined below may be purchased without the need for Board Resolutions.

S16-102 EXAMPLES

Examples of Market Competitive Goods include but are not limited to:

1) Heating, Ventilation, Air Conditioning, and Refrigeration repair parts
2) Facility general Repair Parts (i.e. doors, locks, windows and related parts)
3) Bulk Regular 87 Octane and Diesel Fuel
4) Original Equipment Manufacturer (OEM) parts for vehicles and equipment
5) Per State Statute 55 ILCS 5/5-1022, a contract in excess of $30,000 may be let without advertising bids in the case of expedited replacement of a disabled, inoperable, or damaged patrol vehicle
6) Fleet and Facility Maintenance Hand Tools

S16-103 DETERMINATION

Market Competitive Procurement shall be determined by the Procurement Division and approved by the Finance and Audit Committee of the County Board.

BE IT FURTHER ORDAINED, that all ordinances or parts thereof in conflict with the provisions of this amended Ordinance are hereby repealed as of March 30, 2026.

BE IT FURTHER ORDAINED, that this Ordinance and its provisions as adopted by the McHenry County Board will take effect on March 30, 2026 and replaces all previous McHenry County Purchasing Ordinances.

BE IT FURTHER ORDAINED, that the County Clerk is hereby authorized to distribute certified copies of this Ordinance to all Department Heads and Elected Officials.

DATED at Woodstock, McHenry County, Illinois, this 18th day of March 2026.

_____
Michael Buehler, Chairman McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

O R D I N A N C E

Ordinance Authorizing A Solid Waste Removal Franchise Agreement Renewal

WHEREAS, McHenry County has designated the exclusive collection of solid waste, recyclables, and yard waste as a way to increase services and lower costs in certain unincorporated areas on a four-year franchise cycle, effective May 1, 2026, to April 30, 2030; and

WHEREAS, the authority for counties to designate solid waste collection services in unincorporated areas is provided for in 55 ILCS 5/5-1048; and

WHEREAS, residents benefit from the comprehensive solid waste collection program; and

WHEREAS, the designation of an exclusive collector for waste disposal services, recyclables, and yard waste has been successful in reducing overall waste disposal costs, improved recycling rates, improved air quality, reduced wear on streets and provides a viable alternative to the open burning of yard waste; and

WHEREAS, the County Purchasing Department and the Solid Waste Manager developed a Request for Bid to provide waste collection services for residential households in the designated area of unincorporated McHenry County for four (4) years; and

WHEREAS, three (3) bids were submitted with Flood Brothers Disposal Co., Oakwood Terrace, IL, being determined to be the lowest responsible bid; and

WHEREAS, participating residents will be billed directly by Flood Brothers Disposal Co., and there will be no County budget implications; and

WHEREAS, the residents in the impacted areas have been notified of the County's proposal to start a new cycle for exclusive waste collection in their area and have been given the opportunity to provide input through telephone, email, in person or in written form; and

WHEREAS, the Planning, Environment and Development Committee of the County Board has received said input and has approved the exclusive collection of solid waste, recyclables and yard waste for the residential households in the designated area of unincorporated McHenry County detailed on the attached map to Flood Brothers Disposal Co.

NOW, THEREFORE BE IT ORDAINED, by this County Board of McHenry County, Illinois that the Chairman of the Board is hereby authorized to direct the Assistant County Administrator to negotiate a franchise agreement with Flood Brothers Disposal Co. to be the exclusive collector of solid waste, recyclables, and yard waste per the attached quote specification summary for the specific area of the attached map for a period of time from May 1, 2026 through April 30, 2030, with the resulting franchise agreement to be reviewed by the State's Attorney and executed by the Chairman of the Board; and

BE IT FURTHER ORDAINED, that this Ordinance may be rescinded by the County Board with a thirty (30) day notice to Flood Brothers Disposal Co., for nonperformance of bid specifications; and

BE IT FURTHER ORDAINED, that the County Clerk is hereby authorized to distribute a certified copy of this Ordinance to Flood Brothers Disposal Co., the Assistant County Administrator, Chief Financial Officer, the Public Health Administrator and the County Administrator.

DATED at Woodstock, Illinois, this 18th day of March, A.D., 2026.

_____
Michael Buehler, Chairman
McHenry County Board

ATTEST:

_____
Joseph J. Tirio, County Clerk

ORDINANCE

SUBJECT: Ordinance Authorizing A Solid Waste Removal Franchise Agreement Renewal

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Board / Committee Action Requested:
To approve Ordinance authorizing an exclusive municipal solid waste hauler to serve the Fox Lake Vista area as delineated on the attached map.

Background and Discussion: The current contract for franchised municipal solid waste removal services expires on April 30, 2026. The residents in the designated area benefit from solid waste collection with comprehensive services, reduced costs, improved air quality and reduced wear on streets. Franchised waste collection services also result in improved recycling rates.

The Solid Waste Manager and the Purchasing Department staff developed a Request for Bid to provide waste collection services in the designated area of unincorporated McHenry County for four (4) years. Three (3) bids were received, and Flood Brothers Disposal Co was determined to be the lowest responsible bid.

Residents participating in the program will be billed directly by Flood Brothers Disposal Co., and there will be no County budget implications.

The Solid Waste Manager notified all residents in the impacted area of the County's proposal to start a new cycle for exclusive waste collection; and were given the opportunity to provide input through telephone, email, in person or in written form. All comments are summarized and provided to the Board for consideration.

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits): None

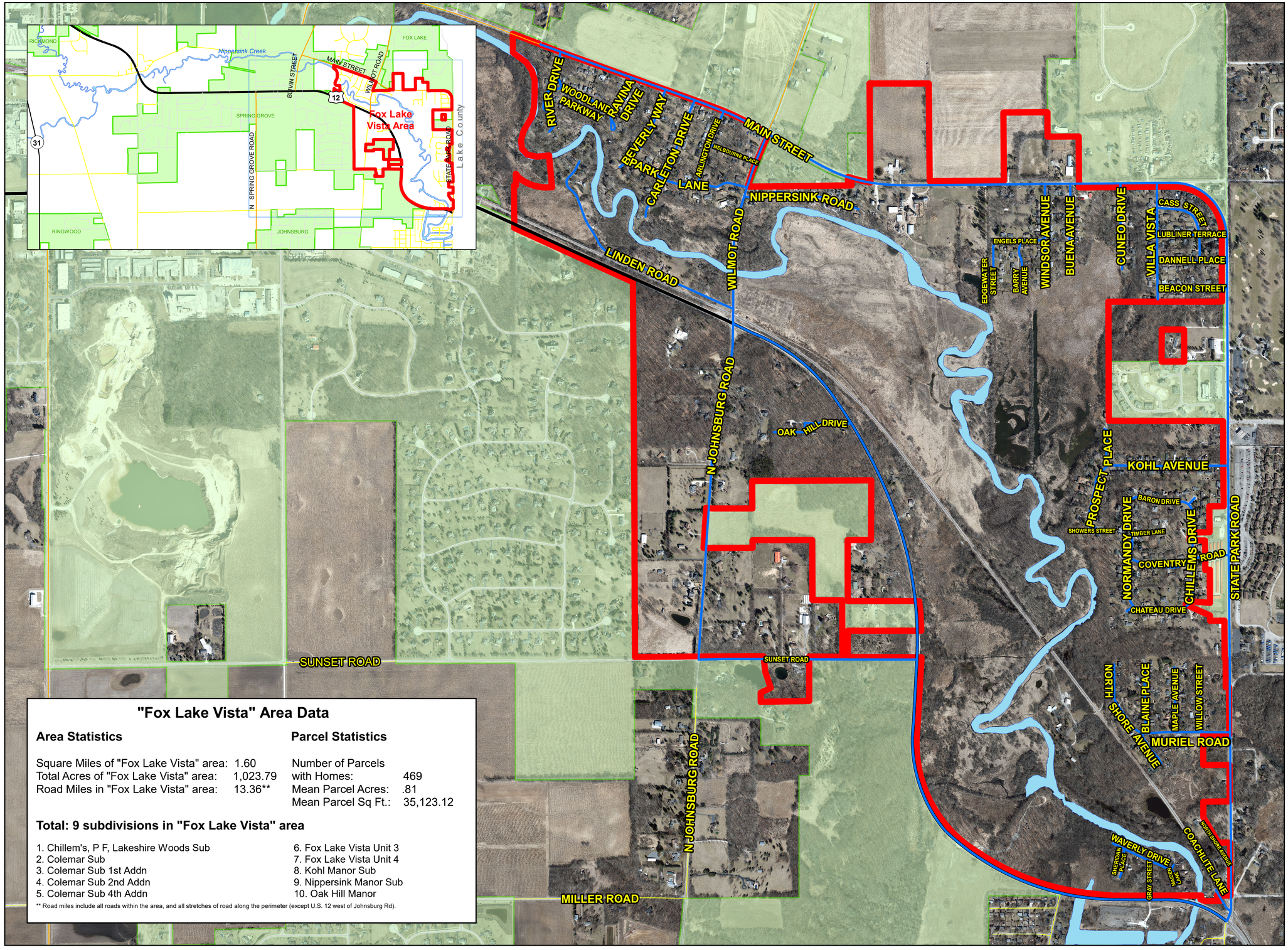
Impact on Capital Expenditures: None

Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies: None

Conformity to Board Ordinances, Policies and Strategic Plan: Conforms to Illinois Compiled Statutes (55 ILCS 5/5-1048) Counties Code, Contracts for garbage disposal or recycling.

"Fox Lake Vista" Area



"Fox Lake Vista" Area Data

Area Statistics

Square Miles of "Fox Lake Vista" area:	1.60
Total Acres of "Fox Lake Vista" area:	1,023.79
Road Miles in "Fox Lake Vista" area:	13.36**

Parcel Statistics

Number of Parcels with Homes:	469
Mean Parcel Acres:	.81
Mean Parcel Sq Ft.:	35,123.12

Total: 9 subdivisions in "Fox Lake Vista" area

1. Chillem's, P F, Lakeshire Woods Sub
2. Colemar Sub
3. Colemar Sub 1st Addn
4. Colemar Sub 2nd Addn
5. Colemar Sub 4th Addn
6. Fox Lake Vista Unit 3
7. Fox Lake Vista Unit 4
8. Kohl Manor Sub
9. Nippersink Manor Sub
10. Oak Hill Manor

** Road miles include all roads within the area, and all stretches of road along the perimeter (except U.S. 12 west of Johnsburg Rd).

- Program Area
- Municipal Boundary
- Water Bodies (Map Inset)
- Roads for Road Miles
- US Route
- State Route
- County
- Township
- Municipal
- Private

N
W E
S

Data Source

Program Area: McHenry County Health Department

2018 Aerial Orthophotography, Roads, Incorporated Areas, Hydrography, and Area data: McHenry County GIS Department

0 0.25 0.5 0.75 1
Miles

Map produced by McHenry County GIS Dept
Date: November 2021

MAP-ID 1001198_2

INFORMATION ON THIS MAP MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. INFORMATION MAY BE CHANGED OR UPDATED WITHOUT NOTICE. INFORMATION ON THIS MAP IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MCHENRY COUNTY BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFIT RESULTING FROM ANY USE OR MISUSE OF THIS INFORMATION. INFORMATION HEREIN HAS BEEN REPRODUCED FROM ORIGINAL SOURCES. INFORMATION PRODUCED ON THIS MAP SHOULD NOT BE USED IN PLACE OF A SURVEY OR LEGAL DOCUMENTS.

McHenry County
Procurement Executive Summary

January 20, 2026

Requesting Department: Environmental Health Department
Procurement Name: RFP 26-8794 Residential Municipal Solid Waste Hauling
Recommended Vendors: Flood Brothers
Amount of Award: No cost to County

Notification and Response

Publicly posted and advertised, as required by law.

Bid/RFP Due Date: January 5, 2026

Bids/Proposals Received: 3

Prevailing Wage: Yes _____ Not Applicable __X__

Proprietary: Yes __X___ No _____

Award Statement

Based on contract compliance, the Public Health Administrator and Director of Environmental Health recommend awarding this contract to the responsible bidder, Flood Brothers of Oakbrook Terrace, IL.

Vendor	Quarterly cost 95 gallon tote	Quarterly cost 65 gallon tote	Quarterly cost 35 gallon tote	Responsive / Responsible
Flood Brothers	$70.20	$66.30	$60.84	Yes
Groot	$73.44	No bid	No bid	Yes
Lakeshore Recycling Systems	$80.85	$77.85	$74.85	Yes

*Services to include: ▪ weekly garbage/refuse removal ▪ weekly recycling collection service with 95 Gallon Tote ▪ Unlimited containerized weekly yard waste and commingled food scrap collection service April 1st through second week in December ▪ 3 loose leaf curbside vacuum collections ▪ 1 bulk item per week collection ▪ Christmas tree collection	**Year 1** May 1, 2026-April 30, 2027	**Year 2** May 1, 2027-April 30, 2028	**Year 3** May 1, 2028-April 30, 2029	**Year 4** May 1, 2029-April 30, 2030
Quarterly cost for Toter Option:	**Regular Quarterly Cost**	**Regular Quarterly Cost**	**Regular Quarterly Cost**	**Regular Quarterly Cost**
95 gallon (approx. size) refuse tote*	$70.20	$73.01	$75.93	$78.97
65 gallon (approx. size) refuse tote*	$66.30	$68.95	$71.71	$74.58
35 gallon (approx. size) refuse tote*	$60.84	$63.27	$65.80	$68.44

Special Needs Collection/Back Door Service Fee

No charge for special needs

$30 a quarter for traditional back door service.

COST PROPOSAL – FOX LAKE VISTA AREA
APPARENT RESPONSIBLE LOW BIDDER: Flood Brothers Disposal Co

After completion of the competitive bid process Flood Brothers Disposal Co is the apparent responsible low bidder to provide the solid waste removal services for the next contract period: May 1, 2026, to April 30, 2030.

Program Components:

1. Applies to residential properties only.

2. Costs are established for four years.

3. Participating property owners will be billed quarterly, directly by Flood Brothers Disposal Co.

4. Covered, wheeled refuse toters will be offered in three sizes (approximately 35, 65 and 95 gallons). The cost varies based upon the size of the container.

5. A 95-gallon covered, wheeled recycling toter will be provided for weekly pick-up of recyclables.

6. Unlimited curbside pick-up of containerized landscape waste from the first full week of April to the second full week in December. Containers must be no larger than 35 gallons and weigh no more than 50 pounds each. Bundled brush shall not exceed 4 feet in length and weigh no more than 50 pounds each.

7. Unlimited comingled food scraps can be added to containerized landscape waste from the first full week of April to the second full week in December. Flood Brothers will provide additional details about food scraps that will be accepted.

8. Three (3) loose leaf curbside collections annually -one (1) during the Spring, in the month of April or May, One (1) between October 15th and October 31st, and one (1) in or after the second week in November.

9. One (1) bulk item may be placed at the curb weekly at each residence for pick-up. These include sofas, tables, mattresses, box springs, etc. White goods and electronics are not included and would require a separate cost.

10. Christmas tree collection on the two consecutive regular pick-up weeks after Christmas.

11. Provide Flood Brothers with an email address and you will be able to receive up-to-date email notifications regarding your service.